



REQUEST FOR PROPOSALS

DESIGN SERVICES FOR PHASE 2d RENOVATION AND ADDITION PROJECTS

The Rochester Joint Schools Construction Board, on behalf of the Rochester Schools Modernization Program, seeks to identify professional firms qualified to provide Design Services to the RJSCB for the pre-construction and construction stages of Phase 2d of the RSMP.

ISSUE DATE:
15 September 2017



**Rochester Schools
Modernization Program**

**70 Carlson Road, Suite 200
Rochester NY 14610**



City of Rochester, NY
Lovely A. Warren, Mayor
Rochester City Council



Rochester Joint Schools Construction Board
70 Carlson Road Suite 200, Rochester, New York 14610 Telephone: 585-512-3820

REQUEST FOR PROPOSALS

Date: 15 September 2017

To: Architectural and Engineering Design Firms

From: Rochester Joint Schools Construction Board

Project Title: Design Services, Phase 2d

Send Statement of Qualifications to:

Rochester Joint Schools Construction Board

Attn: Pépin Accilien

70 Carlson Road – Suite 200

Rochester, NY 14610

Email Contact: afleischer@savinengineers.com

#	RFP SCHEDULE	DATES
1.	RFP issued to service providers / potential responders	15 September 2017
2.	Walk-through of building (anticipated)	20 September 2017
3.	Deadline for submittal of questions, clarifications and modifications regarding the RFP by service providers/potential responders	21 September 2017 12 Noon
4.	Answers to questions and/or modifications issued by Addendum and posted on the RJSCB website: www.rcsdk12.org/rsmp	22 September 2017 5 p.m.
5.	Submittal Deadline for Request for Proposals	29 September 2017 12 Noon
6.	Invitations to interview issued	2 October 2017
7.	Interviews with Short-Listed Service Providers	5 October 2017
8.	Award (anticipated)	16 October 2017

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SECTION 1 – PURPOSE & RSMP OVERVIEW

Purpose of Request for Proposals:

The Rochester Joint Schools Construction Board (RJSCB) is seeking proposals from qualified professional Design Services firms to act as the Architect of Record (AOR) and design team for Phase 2 schools of the Rochester Schools Modernization Program (RSMP). This request for services is specifically related to the Phase 2d school project, Flower City School 30/54, 36 Otis Street, Rochester, NY 14605.

The Architect of Record will lead the design team through the steps of Program Verification, Schematic Design, Development Design, and development of Construction Drawings, including leadership and support in submission of a design package to the State Education Department (SED) for approval.

The AOR will report to Savin Engineers, P.C., the Program Manager (PM). The services to be provided will include, but not be limited to, various pre-construction activities: estimating, budget development, constructability review, value management assessments, and preparation of front-end documents and construction monitoring. A detailed Scope of Work can be found in the Attachment C of the Form of Design Services Agreement.

All Design Services will be provided under contract with the RJSCB. All firms responding to this RFP and selected for this Phase must be prepared to execute this Form of Design Services Agreement as shown, with the only changes being the specifics of the Project and the Fee Proposal submitted by the design firm.

District Information:

The Rochester City School District serves approximately 28,000 students in P-K through grade 12. The District employs approximately 6,000 full-time employees.

RJSCB Information:

The RJSCB oversees the Rochester Schools Modernization Program (RSMP), which is a multi-phase joint initiative of the Rochester City School District and the City of Rochester to update and improve school facilities. The comprehensive Program is estimated at \$1.2 billion spanning approximately 15 years.

Phase 2 of the Rochester Schools Modernization Program is a \$435 million initiative that funds up to 26 projects along with a District-Wide Technology project involving network and systems upgrades and infrastructure work. The Program is governed by the RJSCB, which is charged with implementing the comprehensive Strategic Plan of the Rochester City School District (RCSD). This RFP, however, only applies to the Design Services for the four (4) projects in Phase 2d.

A/E Evaluation Criteria:

The written responses to the following points shall be used as criteria for evaluating proposals submitted by Architectural and Engineering (A/E) Design Teams that will be invited for interviews prior to final selection by the RJSCB. Please organize your Proposal to clearly address the following topics of interest to the RJSCB:

1. The firm's relevant experience working with either the RSCD (including any specific experience with the RSMP Phase 1 or Phase 2 projects), PK-12 Upstate New York, or other urban school districts over the past six (6) years.
2. Similarly, identify the relevant working experience and prior relationships with the proposed sub-consultants comprising the A/E Team. The ability to clearly identify and link the prospective Architectural and Engineering firm's relevant experience, with the key staff being proposed for each project is a critical aspect of the evaluation/selection process. The 1.1 Summary Matrix (Section 5) must be completed based upon the A/E Prime firm's most relevant project experience (five projects at a minimum), key staff (Principal-in-Charge, Project Designer, Project Manager, Project Architect, and others as appropriate), and the respective sub-consultants. In the event any consultant has not previously worked with the A/E Prime, use the 1.2 Summary Matrix sheet, (Section 5) to document that consultant's relevant experience and key staff (e.g., Project Engineer, Landscape/Civil, etc.).

3. Demonstrated performance in meeting the Business Diversity and Workforce Goals whether in Phase 1 or 2 of the RSMP, or other projects in New York State, will be a significant consideration on the suitability of prospective A/E Teams, and failure to adhere to protocols will be considered a non-responsive proposal:
 - a. The prospective AoR shall provide in its Proposal a copy of that firm's current EEO Plan.
 - b. The prospective AoR shall provide a breakdown of its current overall technical staff diversity by job title, or classification and the diversity of the specific team members proposed in response to this RFP located in the office that will be the base of operation.
 - c. Refer to the Equal Employment Opportunity and Diversity Program overview provided in Attachment C of Section 3, Sample Design Services Agreement, for explanation of the required protocol with the Independent Compliance Officer.
4. Experience on previous New York State Education Department (SED) projects with comparable scope, budget, size and schedule.
5. Location of business operations in the greater Rochester area is preferred.
6. The resumes of specific team members assigned to the project along with their professional background, experience and qualifications, as well as a designation of all key staff intended to be assigned for a majority of their time to this work.
7. PK-12 Client references received on behalf of the architectural Firm as well as for the senior-most project key staff team members. At least three (3) recommendations for the AoR is required, and one (1) for consultants.
8. Recent experience showing ability to optimize the SED Maximum Cost Allowance (MCA).
9. Team expertise in educational technology (see Attachment H in Section 3, Sample Design Services Agreement).
10. Demonstrated experience in historic preservation, and/or work with the NY State Historic Preservation Office.
11. Ability to work with formal and informal community groups including building committees, user groups, the public at large and other interested and concerned stakeholders.
12. Quality of work performed previously by the firm in the greater Rochester area or other cities per the following criteria. Please specify projects and provide information where applicable including the name of a knowledgeable owner contact where Proposal's qualifications, experience, etc. can be validated if there are further questions.

Design Team Overall Performance Criteria:

Provide representative samples, and/or brief explanations (2-3 pages total) to demonstrate the proposed A/E Team's approach and expertise in delivering the following aspects of Design Services:

- Communication skills – concise writing, graphic communication and presentations.
- Assessment of Strategic Plan 'Test Fit', and collaborative ideas/suggestions for improvement.
- Document quality (i.e. completeness, accuracy, coordination of disciplines).
- Adherence to the Owner's Design Standards (See Attachment O of Section 3, Sample Design Services Agreement).
- Sensitivity to the Owner's goals (i.e. design matching educational expectations and program, design appropriateness for context, working with school-based Building Advisory Committee, etc.
- Flexibility to the Owner's changes (i.e., multi-agency client) up to RJSCB and State approvals.
- Adherence to the project Scope and Budget. Expertise in detailed construction cost estimating for at least five (5) recent public school projects. (If estimating is not an 'in-house' expertise, provide the name of the estimating sub-consultant.)

- Energy Performance Contract (EPC) assistance or design experience with NYSERDA, LEED, CHPS or Energy Star, and other rebate requirements.
- Adherence to the project schedule – experience with ‘aggressive’ schedules.
- Design Team management – demonstrated experience and communication techniques/tools.
- Experience and commitment to REVIT and BIM, particularly with design disciplines beyond architectural.
- Knowledge of SED processes & procedures, along with a summary of the AoR’s change orders, and E&O for at least five (5) recent public school projects.
- A/E Team relationships (see attached Agreement) and Attachments 11 &12, Summary Matrix 1.1 and 1.2.
- RFI and Submittal response times – summarized for at least five (5) recent public school projects.
- Punch List Techniques – summarize the number of items and actual resolution/acceptance and elapsed time track record for at least five (5) recent public school projects.
- Coordination of as-builts and project close-out records (i.e., completeness and timeliness).

Scope Introduction:

The Scope of Services for which Fee Proposals should be prepared is detailed in Attachment C of Section 3, Sample Design Services Agreement. **Note that District-Wide Technology Design Service is not a separate consultant. Thus, Educational Technology, Security, Phased Systems Networking, and Building Automated Controls will be in the AoR’s Scope.** The Owner-hired DWT consultant will still be the liaison to the District’s Information Management and Technology (IM&T) Department regarding Owner’s equipment purchases, and will provide assistance with construction administration/coordination. The AoR shall provide the coordinated documents for the approved DWT scope of work. Feasibility study, Design, Coordination, and Construction Administration Work necessary for “Make Ready” swing space work at Jefferson High School or another Swing Space site to be identified by the RCSD or the Program Manager is part of this Request.

The Project description is listed in Section 2, including the Preliminary Milestone Schedule. The Fee Proposal for Basic Services and requested Additional Services must be completed on the forms in Section 4, Attachment 7.

Insurance Requirements:

Refer to the Sample Design Services Agreement, Attachment F, for insurance Requirements including Indemnification and Hold Harmless provisions. Proposers to the RFP shall understand the insurance requirements and state whether they can and will meet them if awarded a contract.

Proposal Submittal Protocol:

All of the requested information and Fee Proposals must be submitted in seven (7) hard copies and one electronic copy, and received in the RJSCB office located at 70 Carlson Road, Suite 200, Rochester NY 14610 by the date shown on Page 2 of this RFP, to the attention of P  pin Accilien, RSMP Program Director. All proposals must be clearly marked as proposals on the outside of the package.

The RJSCB reserves the right to revise the Scope of Services prior to the execution of an Agreement to: (1) reflect changes arising out of this proposal process; (2) incorporate any RJSCB requirements adopted after the publication of this Request for Proposals; and (3) incorporate any other changes it deems to be in the interest of the Board. The RJSCB reserves the right to reject any and all Proposals, and to request clarification of information, fees, etc. from any firm submitting a Proposal, up to and including conclusion of the interview stage. In addition, the RJSCB reserves the right to award the contract to the firm to its own advantage and to negotiate compensation with each preferred firm for any of the Projects. All costs to the A/E Team in the preparation of this proposal, along with any interviews, presentations, etc. shall be wholly the expense of the proposer.

Interview Protocol:

Proposals will be reviewed and firms will be notified regarding interviews that are scheduled to be conducted on or about the date shown on Page 2 of this RFP, after the review and evaluation of proposals. Final selection of the firm is anticipated to occur at the RJSCB meeting on the date shown on Page 2 of this RFP. The firm selected will be expected to start work and attend a kickoff meeting promptly after a written Notice to Proceed is received from the RJSCB, based upon the mutual understanding to negotiate in good faith any contractual matters.

Commitment Expected:

The RJSCB expects that key staff brought forward by the AoR as part of the Proposal process will be assigned to the project through completion of the required work. The RJSCB also expects that the duties will be performed by a sufficient, dedicated key staff to this project, and that this staff will respond to the Program Manager in a timely and collaborative manner. Further, each key staff person will be assigned to the project through completion, unless that person is no longer with the design firm and the proposed replacement is approved by the RJSCB.

Equal Employment Opportunity and Business Opportunity Program (BOP):

Refer to Attachment C in Section 3, Sample Design Services Agreement, for Program Diversity Requirements and information on the Business Opportunity Program (BOP).

Procurement Protocol:

Pursuant to State Finance Law §§139-j and 139-k, this Request for Proposals includes and imposes certain restrictions on communications between the RJSCB (Board or Agents) and an Offeror during the procurement process. **An Offeror is restricted from making contacts from the earliest notice of intent to solicit offers, through final award and approval of the Procurement Contract by the Board (the ‘restricted period’), to other than the Board’s Procurement Officer unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a).** The Board’s Procurement Officer, as of the date hereof, is identified below. Board employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offeror pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four (4) year period, the Offeror is debarred from obtaining Government Procurement Contracts. Further information about these requirements may be obtained from the Procurement Officer.

Responding firms will need to complete all RFP criteria, forms, etc., which are attached hereto in Sections 4 and 5, and include them with their proposal response to the RFP.

Interim Procurement Officer:

Pepin Accilien, Program Director
Rochester Schools Modernization Program
70 Carlson Road, Rochester NY 14610
Phone (585) 512-3822

RFP Questions:

In lieu of a pre-proposal conference, any questions regarding the RFP or selection process should be submitted via email to afleischer@savinengineers.com by the date shown on Page 2 of this RFP. Submitted questions and answers will be provided to all solicited firms via email by the close of business on the date shown on Page 2 of this RFP (barring any unforeseen circumstances).

Section 2 – Project Information

Phase 2d Project & Budget:

The RJSCB has established a Master Schedule for the overall Phase 2, as shown below, and approved one Project for Phase 2d, as described in this RFP. The individual Project (below) and respective budget for Total Construction Cost breakdown, facility drawings, condition surveys, enrollment analyses, and other details related to Phase 2 are provided in the following packet:

Phase 2d Project:

- Flower City School 30/54 – 36 Otis Street, Rochester, NY 14605

Fixed Limit of Construction:

The following items of work are budgeted within the FLC:

- Hazmat Abatement
- Existing school building gross and / or selected demolition
- All hard construction costs
- All site improvements (i.e. on and off-site utilities, sidewalks, parking, play areas/fields traffic upgrades, etc.)
- Change Order Reserve

The following items of work are budgeted in other areas of the Owner's project budget and are excluded from the FLC:
(See Section 3, Sample Design Services Agreement, Attachment K)

- Demolition of adjacent existing properties (non-RCSD owned)
- Computer Equipment
- New Furnishings
- CM General Conditions
- CM Fee
- Owner's Administrative Expenses

PROJECT INFORMATION Flower City School 54/30

Type: Renovation of School Pre-K through Grade 6

Enrollment upon completion: 582 students

Total Construction Budget: \$23M

Probable Fixed Limit of Construction (FLC): \$19M (including site improvements and “Make Ready Swing Space Work”)

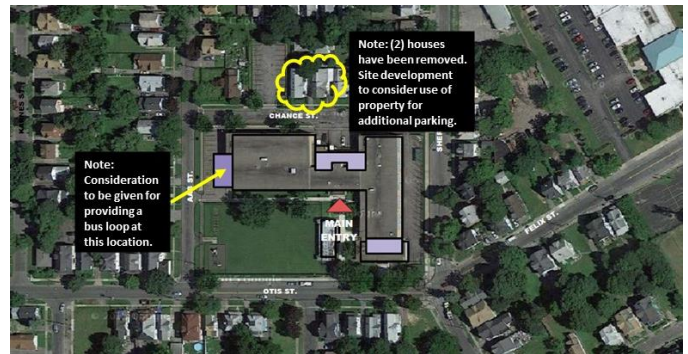
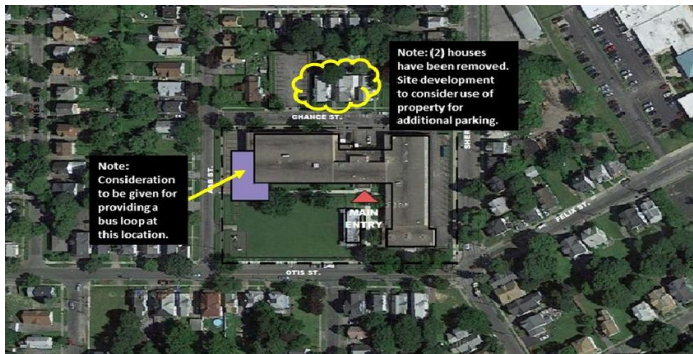
The value for the Fixed Limit of Construction (FLC) anticipates the start of construction in the year of **2019**. It does include assumed escalation in construction costs, and will be finalized at or before the start of the Design Development Phase. The successful design firm selected by the RJSCB and its Program Manager will be expected to produce design documents up to 95% of the project’s Fixed Limit of Construction (FLC), leaving 5% of the net construction budget as design contingency reserve above and beyond the 10% construction contingency reserve already included in the FLC.



For more information, including Program Biograph, Proposed Site and Floor Plans, the Building Condition Survey, Total Construction Cost breakdown, facility drawings, condition surveys, enrollment analyses, and other details related to Phase 2, refer to the following information in the *Phase II Strategic Plan*, starting on Page 105:

<http://www.rcsdk12.org/cms/lib04/NY01001156/Centricity/Domain/73/Volume%201%20Strategic%20Plan%2028APR16%20FINAL.pdf>

Note: The two photos shown below are annotated with input from the RCSD Facilities Group. This information should be considered by the AoR during the Program Verification Phase of the project.



Preliminary Project Milestones: Flower City School 54/30

Anticipated Milestone:	Anticipated Date:
Submit Program Verification	03/15/18
Submit SD Construction Estimate	05/31/18
SED Final Approval (on or before)	10/22/18
Start Construction Phase/Review Submittal Schedule/Review Construction Master Schedule	01/20/19
Construction Completion/Occupancy	08/10/20
Review/Submit to SED Project Close-Out Documents	10/19/20
Review/Complete Project Warranty Inspections	07/12/21

Section 3

Sample Design Services Agreement

THIS AGREEMENT, also referred to as Contract, made as of September 12, 2016 by and between the **Rochester Joint Schools Construction Board (RJSCB)**, having its principal office and place of business at 70 Carlson Road Suite 200, Rochester NY (hereinafter the “**Board**” or “**Owner**”) and

[REDACTED]
Having its office and place of business at:

[REDACTED]
(hereinafter the “**Architect**”).

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

SED# [REDACTED]
Rochester City School District

and

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

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

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

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

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

DEFINITIONS

0.1 Applicable Laws shall mean all laws, ordinances, codes, statutes, rules, regulations, orders, rulings, decisions and permits of local, County, State, Federal government bodies, agencies, authorities and courts having jurisdiction, including but not limited to the regulations and requirements of the Occupational Safety and Health Administration, and all provisions of any Federal, State, County, or municipal health, safety and building codes and environmental laws and regulations applicable to the performance of the Services and

the Work.

0.2 Basic Compensation shall mean payment to the Architect associated with providing Basic Services under this Agreement.

0.3 Basic Services shall mean all of the planning, architectural, engineering, and construction administration services as defined under the terms of this Agreement.

0.4 Board shall mean the party first identified above and includes its officers, employees, and agents, where applicable.

0.5 Building Advisory Committee (BAC) shall mean the committee established by the Program Manager and the Board to work with the Architect during the design phase to assist in identifying and reviewing specific project design requirements.

0.6 Building Turnover Process shall mean those steps defined by the Board and Program Manager to provide for an orderly transition from construction to building operations.

0.7 Certificate of Payment shall mean the document submitted by the Contractor and reviewed and approved by the Architect prior to submittal to the Board for payment.

0.8 Change Orders shall mean any requested changes by the Contractor to the Contract Documents prepared by the Architect.

0.9 Construction Change Directive is the document initially prepared by the Construction Manager, reviewed and approved by the Architect and submitted to the Board allowing for construction work to proceed based on proposed changes to the Contract Documents.

0.10 Construction Cost Estimate shall mean the estimate of construction costs associated with the project design services provided under this Agreement including those estimates provided by Architect, Construction Manager, or other third party.

0.11 Construction Manager shall mean the construction management firm or professional hired by the Board to administer the construction of the Project pursuant to a separate agreement. The Board reserves the right to change the Construction Manager.

0.12 Construction Documents shall mean the drawings, specifications and other documents, prepared by the Architect, which set forth in detail the information which the Architect and/or Program Manager deems necessary to construct the Work.

0.13 Contract, sometimes also referred to as this Agreement, shall mean this Contract, including all attachments and exhibits appended hereto and all other documents incorporated by reference herein, as may be amended from time to time.

0.14 Contract Documents shall mean the Contract, the Construction Documents, and any other documents incorporated therein by reference, as may be amended from time to time.

0.15 *Contract for Construction* shall mean the separate Contract between the Board and the Contractor covering all construction services.

0.16 *Contractor or General Contractor* shall mean the successful bidder for the Work defined by the Construction Documents.

0.17 *Contract Sum* when used in this document shall mean the contract cost for construction.

0.18 *Day* shall mean calendar day unless specifically provided otherwise herein.

0.19 *Design Development Documents* shall mean those progress drawings, specifications and other documents, prepared by the Architect which set forth the information in less than complete detail but which are used during the design process to plan and develop the Construction Documents. These shall include, but are not limited to, Schematic and Design Development Phase documents.

0.20 *Educational and Building Technology* shall mean data wiring, computers, servers, MCER/ICER rooms, projectors and smart boards, cable TV, cabling distribution, integrated communication systems, building security and energy management systems, electronic door hardware, fire alarm, and similar electronic mediums as outlined in the Standard Specifications attached here as Attachment O.

0.21 *Energy Performance Contracting* shall mean those items incorporated in the Contract documents that satisfy the State Education Department's energy performance standard for consideration for additional reimbursement.

0.22 *General Conditions* shall mean the General Conditions of the Contract for Construction attached hereto and expressly incorporated herein, as amended from time to time.

0.23 *Interdisciplinary Document Coordination Review* means those services provided by a third party to review the Contract Documents prior to issuance for bid.

0.24 *Phase 2 Master Plan* shall mean the document prepared by the Board and submitted to the SED for approval listing the proposed projects to be considered for design and construction as part of the Rochester Schools Modernization Program.

0.25 *Pre-Design Consulting Services* shall mean those services rendered by the Architect at the request of the Board as a prerequisite to being released to begin the basic services of the Architect.

0.26 *Program Manager* shall mean the party identified as the agent for the Board and who manages the Rochester Schools Modernization Program and this project.

0.27 *Program Verification Phase* as used in this Agreement refers to the initial phase of services for the design team.

0.28 *Project* shall mean that which is so identified above, the total construction of which the Work performed under the Contract Documents may be the whole or a part, and which may also include construction performed by the one or more separate contractors.

0.29 *Project Representative* shall mean the Architect's project representative(s) who assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representative(s) shall

be as set forth in an exhibit to be incorporated in the Contract Documents.

0.30 *Project Site* shall mean that area where the Project is to be constructed, as delimited in the Construction Documents.

0.31 *Project Team* shall mean the Board, Construction Manager, Contractor, and the Architect.

0.32 *RCSD* shall mean the Rochester City School District.

0.33 *Schematic Design* refers to the early phase of design following the Program Verification Phase where basic design requirements and documents are developed for the site, building, and all building systems.

0.34 *SED* shall mean the New York State Education Department.

0.35 *Services of the Architect* (sometimes referred to only as "Services") shall mean all efforts, actions, and activities which are required of the Architect and defined by this Agreement to be provided during the course of the Project.

0.36 *Substantial Completion* refers to the specific milestone date for building completion where all life safety requirements for the building have been met and an occupancy permit has been obtained allowing building occupancy and operations.

0.37 *Value Management* or Value Engineering refers to the services provided by the Architect and others to control budget and cost on the Project.

0.38 *Work* shall mean all construction required by the Contract Documents, including all labor, materials, and equipment necessary therefore.

Except as expressly provided herein all other terms and conditions shall have the meaning as set forth in the General Conditions.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

1.1 ARCHITECT'S SERVICES

1.1.1 The parties acknowledge that the Architect is an independent Professional Service.

1.1.2 The Architect agrees to provide all services in accordance with all applicable laws as defined in the Definitions and Section 12.20 herein.

1.1.3 The Architect's Services shall consist of services performed by the Architect, Architect's employees and Architect's consultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 12. The Architect agrees to comply with (a) the Board's instruction, guidance and directives; (b) this agreement's terms and conditions; (c) the prevailing applicable professional or industry standards and sound architectural practices, per Section 1.1.5, below; and (d) any applicable laws, rules, etc., as set forth in Section 0.1, above.

1.1.4 The Architect's Services shall be managed by the Program Manager and shall be coordinated with the services of a Construction Manager (CM).

1.1.5 Architect shall act in accordance with the prevailing applicable professional or industry standards in the rendering of all services under this Agreement, and all of the Architect's services under this Agreement shall be performed in accordance with, as expeditiously as is consistent with, said standards and sound architectural practices. The Architect shall submit for the Board's approval a schedule for the performance of the Architect's Basic Services in compliance with the Schedule of Basic Services, which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Board's and Program Manager's review and for approval of submissions by authorities having jurisdiction over the Project. The above referenced time frames shall be included in the Board's Design Phase Schedule. Time limits established by this schedule shall not, except for reasonable cause, be exceeded by the Architect or the Board. Any adjustments to the schedule shall be void and of no force and effect until such adjustments are agreed to in writing by Owner and Architect.

1.1.6 The Services covered by this Agreement are not subject to time limitations but are for the duration of the Project.

1.1.7 The Board's designated representative is the Rochester Joint Schools Construction Board (RJSCB) chairman or his designee, who shall have express authority to bind the Board with respect to all matters requiring the Board's approval or authorization.

Day-to-day decisions on matters concerning the adequacy of services provided under this Agreement, estimates, schedules, construction budgets, and changes in the Work are the responsibility of the Board's Program Manager under the direction of its Program Director. The Program Manager is responsible for managing and overseeing the activities of the Architect, the Construction Manager, and any Contractors or Consultants that will have responsibilities on or otherwise become engaged in the Project. For all matters under this Agreement, the Architect shall report and take direction from the Program Manager. All changes to any of the services specified under this Agreement must be submitted to the Program Manager and approved by the Board.

The Architect agrees to this relationship and shall cooperate with the Program Manager, the Construction Manager, and Contractor in good faith in an effort to promote the speedy and efficient construction of the Project. Architect agrees it has anticipated the cost of this relationship and shall not request additional compensation except as specifically provided herein.

1.1.8 The Architect acknowledges that it is the Architect's responsibility to be aware of provisions of all relevant statutes of the State of New York including (without limitation) any recent modifications and to provide the services required hereunder in accordance therewith.

1.1.9 The Architect shall identify in writing, which will become an Exhibit to this Agreement, the key personnel to be assigned by the Architect to this Project, including an appropriately experienced Project Manager, Project Designer, Project Architect, and other 'key staff'. All individuals so listed

shall remain in their respective assignments for the duration of the Project, unless their removal or change of duties is approved in advance by the Program Manager.

ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 DEFINITION

2.1.1 The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services, plumbing, fire protection, educational technology, landscape design and site civil services. With the assistance of the Program Manager, the Architect shall identify for approval all consultants required in connection with providing services under this Agreement for the Project. All design work shall conform to the Rochester Schools Modernization Program Design Standards referenced in section 12.12 and the Rochester Schools Construction Program Energy Policy. The Project will consist of separate Design Phases. No work shall be undertaken by Architect hereunder in connection with the Schematic Design Phase, Design Development Phase, Construction Documents Phase, Bidding or Negotiation Phase or Construction Phase until it receives written authorization to proceed with each such subsequent Design Phase from the Program Manager. No termination penalties are to be payable in the event approval is not provided to proceed with any Phase. Refer to section 3.3.9 for phased submissions to SED.

2.1.1.1 The DWT design work for each project is part of this contract and although designed, bid and constructed as part of the construction project, the DWT work will be funded and accounted for separately requiring a separate SED Project Number, separate drawings and specifications etc. The documents issued for bidding will include a requirement to identify the value of the DWT as part of the whole bid. The Architect or their consultant will coordinate with the Board's DWT Consultant who will be responsible for the preparing of separate mini-bid documents for the furnishing of equipment such as: cameras, switches, Network Electronics, racks, flat screens / Smart Boards, classroom amplification head ends, amplifiers, WAPS, VOIP modules and handsets etc. This equipment will be delivered to the successful electrical contractor for installation, calibration and commissioning. This must be coordinated in the documents issued for bidding to electrical contractors also.

2.2 PROGRAM VERIFICATION AND SCHEMATIC DESIGN PHASE

2.2.1 The Architect's design responsibilities will commence with a Program Verification Phase where the Architect, in consultation with the Program Manager and other persons or entities designated by Program Manager, shall ascertain the requirements of the Project and arrive at a mutual understanding of such program requirements in the overall Program Verification Report, and prior to completing the Schematic Design. Information prepared during the Program Verification

Phase will include preparation of a Space Program Summary, concepts and recommendations, and other Project infrastructure and site requirements for approval by the Program Manager that will serve as the basis for the Schematic Design Phase. Much of the information used by the Architect during the Program Verification Phase shall be provided by the Program Manager and include: a) conceptual project design information contained in the Phase 2 Strategic Plan which includes architectural building floor plans; b) original building design documentation and some limited as-built documentation of existing building conditions where capital improvement projects have been recently completed; c) updated Building Conditions Survey recently completed by the RCSD; d) model educational program information where applicable to Project; e) Design Standards as prepared by the RCSD; and f) other educational future program clarifications provided by the RCSD.

In addition to information described above that is provided to the Architect by the Program Manager, during the Program Verification Phase, the Architect will be responsible for visiting the building site to verify existing conditions and for obtaining program input from a Building Advisory Committee (BAC) that will include RCSD staff, building users, and other Project stakeholders. The BAC will be initiated by the Program Manager for the project to advise the Architect on specific user requirements and will be available to meet on a scheduled basis during the Project Design Phase. The Architect will be responsible for facilitating and taking accurate notes of all of the meetings with the BAC as well as public/town meetings from time to time during all phases of Design. The intent is to coordinate and consistently manage all stakeholder input with the overall requirements of the RJSCB.

And, in addition to all of the above information requirements and BAC feedback needed to complete the Program Verification Phase, the Architect is responsible for reviewing all available information and advising the Program Manager where additional information about existing project conditions may be required from the RCSD or others including building forensic testing. Such Testing Services will need to be provided by Architect but must be pre-approved by Program Manager to be billable as a Reimbursable Cost. And where needed, such Testing must be scheduled by the Architect with the Program Manager, RCSD facilities and building staff to not interfere with School operations, and be scheduled to provide needed information prior to completion of Program Verification preferably, and at the latest by the mid-point of Schematic Design.

Where required to validate assumptions made on Program or state aid, the Architect shall schedule and attend a meeting with the State Education Department, with the need for such meetings to be coordinated with the Program Manager. In addition, during the Program Verification and Schematic Design Phase, the Architect and its sub-consultants shall be available to participate in any Energy Performance Contracting, NYSERDA or life cycle cost analysis meetings held by Program Manager in conjunction with establishing the Energy Star Project, or NYSERDA rebate design requirements.

2.2.1.1 The Architect's DWT design responsibilities will commence with a Program Verification Phase where the Architect, in consultation with the Program Manager, the Owner's DWT consultant, and RCSD technology and facilities personnel or other entities designated by Program Manager, shall ascertain the requirements of the District-Wide Technology Program to be included in the Project and arrive at a mutual understanding of such Program requirements prior to initiating the Schematic Design. Information prepared during the Program Verification Phase will include preparation of a Technology Program outline specification for the following systems:

- Cable and Equipment Rack Infrastructure
- Optical fiber, coaxial cable, multi-pair copper backbone cable
- Local Area networks (LANs)
- Network electronics
- Wide Area Networks (WANs) including wireless infrastructure
- Wireless computing
- Web and file servers
- Firewall hardware/software
- Uninterruptible power supplies (UPS)
- Voice and data closet security
- Telephone system and voice mail (new system that will be impacted by construction and required modification and expansion)
- Video conferencing and streaming systems
- Multimedia and classroom technology (Smart Boards, projectors, audio systems)
- Intrusion control system and CCTV
- Intra-building spaces (service entrances, technology rooms, equipment rooms, server rooms)
- Intra-building pathways (conduits, cable trays, pull boxes, duct banks, utility tunnels)

In addition to information described above that is developed by the Architect for the Program Verification and Schematic Design Phase, the Architect will be responsible for visiting the building as needed to verify existing conditions and for obtaining all necessary Program input.

The Architect is responsible for reviewing and confirming all available information requested from, or provided by Program Manager, or District, where additional information about existing project conditions may be required from the RCSD or others including building forensic testing.

2.2.2 During the Schematic Design Phase, the Architect shall review with the Program Manager, the RCSD, and the Construction Manager the proposed site use and improvements; selection of materials, building systems and equipment; and methods of Project delivery (i.e. lump-sum general contract, multiple prime, phased completion, etc.). The Architect shall have prepared an updated survey as described in Paragraph 4.6 and Schematic information shall be consistent with the updated survey information. The cost of the updated survey will be compensated under Paragraph 12.10 and is not included in the cost of Basic Services.

2.2.2.1 During the Schematic Design Phase, the Architect shall continue to identify the technology improvements and their placements and shall review them with the Program Manager, the RCSD, and the Construction Manager to allow for coordination with other Project needs. The Architect shall review with the Program Manager and the Construction Manager any alternative approaches to the technology design for the Project. Cost or schedule implications associated with unusual or uncommon design features shall be presented to the Program Manager and, if requested, further assessed by the Architect for alternatives, and reported to the Program Manager for justification and approval.

2.2.3 The Architect shall review with the Program Manager and the Construction Manager alternative approaches to design and construction of the Project which may include phasing or partial building renovations of certain improvements identified within the Phase 2 Program in order to maximize state aid or accommodate District educational goals. Cost or schedule implications associated with unusual or uncommon design features shall be presented to the Program Manager and, if requested, further assessed by the Architect for alternatives and reported to the Program Manager for justification and approval.

Where required to validate assumptions made on Program or state aid, the Architect shall schedule and attend meetings as necessary with the State Education Department. The need for all meetings shall be coordinated and approved in advance by the Program Manager.

2.2.4.1 DWT Deliverables for the Schematic Phase of the project by Architect include standards, typical classroom layouts (including specialized rooms), budget estimates, terminology agreed to be utilized, and a description of technology services. After consensus and agreement upon the deliverables of this phase, the design of the site specific systems will be developed by the Architect.

2.2.5 Based on the decisions of the Program Manager as to its program, schedule and construction budget requirements, the Architect shall prepare for approval by the Program Manager and the Board, the Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components. The Schematic Design Documents are to be prepared in accordance with Attachment H and shall include, but are not limited to the following: site plan(s); schedule of building types; scale plan of all buildings; wall systems and elevations; outline specifications; building technology improvements; CHPPS compliance goals; identification of BCS items that will be addressed; project site analysis of codes, ordinances and regulations; three dimensional line drawings; and compliance with program areas.

In addition, Architect will need to provide a detailed cost estimate and breakdown of estimated state aid, grants and other funding associated with the schematic design in a form to be specified by the Program Manager. Both the estimated cost and state aid estimates will need to be reconciled with the project cost information listed in the Phase 2 Master Plan. Where the proposed schematic design is producing estimated construction

costs that exceed the Master Plan estimate or where estimated state aid is not equal to or greater than the estimated state aid in the Master Plan, it is the Architect's responsibility to provide design options fall within the approved Master Plan project budget.

2.2.6 At intervals appropriate to the progress of the Schematic Design Phase and as required by the Program Manager, the Architect shall provide schematic design studies for the Program Manager's review and the Construction Manager's information.

2.2.7 In the further development of the drawings and specifications during this and subsequent phases of design, the Architect shall review any estimates of Construction Cost, grants, other funding and state building aid, and the Construction Schedule provided by the Program Manager and/or the Construction Manager under the Program Manager and/or the Construction Manager's agreements with the Board. Any significant discrepancies perceived by the Architect (based on the information available and the Architect's experience with similar projects of this type) which constitute, in the opinion of the Architect, an obstacle to in meeting either the budgeted Construction Cost, and state building aid, or the Construction Schedule based on the information available and the Architect's experience with similar projects of this type must be promptly reported to the Program Manager, with suggested modifications to enable the Project to meet the approved budget, state aid, and schedule. Because phased reviews by the SED are anticipated, the Architect shall attend all SED Meetings and be responsible for and shall advise the Board and Program Manager regarding compliance with all requirements of the New York State Education Department.

2.2.8 Upon completion of the Schematic Design Phase, the Architect shall provide drawings, outline specifications, a scale model if required by Program Manager, and other documents for the Board's approval and the Construction Manager's information. The Architect will be asked to present the Schematic Design both to the Board and the Building Advisory Committee. In addition, if requested by Program Manager, the Architect may be asked to present the Schematic Design to a Community Meeting. The specific documentation required to be submitted to the Board for approval to satisfy the milestone for the completion of the Schematic Design Phase is detailed in Attachment H (Design Documentation Standards), attached hereto and incorporated herein.

2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Board in the program schedule or construction budget, the Architect shall prepare Design Development Documents for the Program Manager's review and approval. The Design Development Documents shall be based upon data and estimates prepared by the Program Manager with input from the Construction Manager, the BAC, and RCSD and shall consist of drawings and other documents that establish and describe the size and character of the Project including, without limitation, all architectural, structural, mechanical and electrical systems, materials and such other

elements as may be appropriate. Specific deviation from any RCSD standard shall be identified for approval at this stage, see section 12.10.

2.3.1.1 DWT Deliverables for this phase include all equipment specifications, drawings including cable locations, conduit requirements, cable-tray requirements, classroom layouts, video surveillance locations, wireless access locations, riser diagrams and equipment requirements. It will be Architect's responsibility to clearly identify the portions of the design that will qualify for grants and other funding.

2.3.2 As and when requested by the Program Manager, the Architect shall provide drawings and other documents that depict the current status of design development for the Board's review and the Construction Manager's information.

2.3.3 In order to complete the Design Development Phase, the Architect shall provide drawings, outline specifications and other documents, in compliance with the Design Phase Schedule, for the Program Manager's approval and the Construction Manager's information and review. The specific documentation required to be submitted to the Program Manager for approval to satisfy the milestone for the completion of Design Development is detailed in Attachment H (Design Documentation Standards), attached hereto and incorporated herein. If estimates determine that the project is over the Board's budget, the Architect is required to participate in Value Management sessions with the Program Manager and Construction Manager. Design costs for revisions to the drawings based on the value management cost control measures will be performed at no cost to the Board. The Architect shall attend all SED Meetings for purposes of phased review and also be responsible for and shall advise the Board regarding compliance with all requirements of the New York State Education Department.

2.4 CONSTRUCTION DOCUMENTS PHASE

2.4.1 Based on the approved Design Development Documents and any further adjustments authorized by the Board in the scope or quality of the Project or in the construction budget, the Architect, utilizing data and estimates prepared by the Construction Manager, shall prepare, for approval by the Board, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project. The Construction Documents shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations. Where necessary, such compliance shall include consultation with the local building officials regarding local interpretations of building codes, ordinances, etc. that may impact SED or local approvals. The Architect shall attend all SED Meetings and also be responsible for and shall advise the Board regarding compliance with all requirements of the New York State Education Department.

2.4.2 As, and when requested by the Program Manager, the Architect shall provide Drawings and Specifications for the Board's and the Construction Manager's review. At Program Manager's direction, this may include, but is not limited to, a third-party Interdisciplinary Document Review as specified in

section 12.11 and Attachment M. The Owner has engaged the services of an Interdisciplinary Document Reviewer. The documents shall contain, but not be limited to the information listed in Attachment H, Design Documentation Standards, and shall be at a level of coordinated completeness and quality that will allow for the construction by the various subcontractors with a minimum of interference, questions, errors or design changes.

2.4.3 Upon completion of the Construction Documents Phase, the Architect shall provide Construction Documents for the Program Manager's approval and the Construction Manager's information.

2.4.4 The Architect shall assist the Program Manager and Construction Manager in the preparation of the necessary bidding information, bidding forms and the conditions of the Contracts. The Architect shall assist the Construction Manager in issuing bidding documents to bidders and conducting pre-bid conferences with prospective bidders. The Architect, with the assistance of the Construction Manager, shall respond to questions from bidders, and shall issue addenda. As part of Basic Services, the Architect shall assist the Construction Manager in developing individual bid packages. Where required, the Architect will submit all addenda, as issued, to the SED for approval.

2.4.5 The Architect shall advise the Program Manager and Construction Manager of all requirements for filing documents for the approval of governmental authorities having jurisdiction over the Project and will assist in the filing of all applications required for such approvals.

2.4.6 In connection with the securing of SED review and approval and any other local permits and approvals required as of the date of this Agreement, the Architect shall provide such testimony and copies of documents and information developed by it and its consultants as may be necessary or appropriate for the purpose of assisting in securing such permits and approvals, all as part of the Architect's Fee for Basic Services. For any costs associated with obtaining approvals on new requirements or regulations enacted after the date of this Agreement, such costs will be reimbursable and will not be considered in the Fee for Basic Services.

2.5 BIDDING OR NEGOTIATION PHASE

2.5.1 The Architect, following the Program Manager's approval of the Construction Documents and of the Construction Manager's latest estimate of Construction Cost, shall assist the Construction Manager in obtaining bids and assist in finalizing the contract for construction including preparation of information for reasonable bid alternates. While it is expected that Project bidding will be done on a lump-sum general contract basis, there may be some limited phasing of early packages (i.e. demolition, abatement, sitework, etc.) to allow for an early start of construction. This may require a phased submission of completed design information for SED approvals which will need to be provided by Architect within the cost of Basic Services. Refer to section 3.3.9 for phased submissions of bidding packages to SED.

2.6 CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.6.1 The Architect's responsibilities to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates one (1) year after the date of Substantial Completion of the Work *and* the Program Manager's written acceptance of the completed Project or written notice from the Board that services are no longer required.

2.6.2 The Architect will be responsible for assisting the Program Manager and the Construction Manager in the administration of the Contract for Construction in all matters pertaining to interpretation of the Design Documents and other services under this Agreement. This includes use of the Program's standard Construction Management Software (Primavera Contract Manager 'formerly known as EXPEDITION'). This includes project team access to real-time project documentation ensuring questions are answered in a timely manner, from the early drawings and specifications to contractor submittals, and the paperwork generated during design and construction.

2.6.3 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Board and Architect.

2.6.4 Architect shall also be available as an Additional Service and at the Program Manager's direction from time to time following the one (1) year period following Substantial Completion to assist Program Manager in resolving issues that may occur regarding corrective work as described in the Contracts for Construction.

2.6.5 The Architect and any consultants appropriate to the stage of Work shall visit the construction site and attend weekly on-site job meetings to become familiar with the progress and the quality of the Work and to determine if the Work is being performed in accordance with the Contract Documents and approved contract schedule. The Architect shall coordinate scheduling of site visits with the Construction Manager and all Architect contacts with the Contractor and trade contractors shall be through the Construction Manager. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an Architect, the Architect shall keep the Program Manager informed of the progress and quality of the Work, and shall endeavor to guard the Board against defects and deficiencies in the Work. The Architect and major consultants are required to issue written field reports, at a minimum every month until occupancy, outlining work in place to date, and any direction to correct deficiencies given to the Contractor and Construction Manager. (More extensive site representation may be agreed to as an Additional Service as described in Paragraph 3.2.1.) The Architect shall promptly advise the Program Manager and Construction Manager of any work which the Architect believes is not in conformity with the Contract Documents.

2.6.5.1 Any errors or omissions in the Drawings, Specifications or other Contract Documents furnished by the Architect shall be promptly corrected by Architect at no cost to the Board, and the Architect will promptly reimburse the Board for any costs resulting from the use of such defective Drawings, Specification or Contract Document. The Board's approval, acceptance, use of or payment for all or any part of the Architect's services hereunder or of the Project itself shall in no way alter the Architect's obligations or the Board's rights hereunder.

2.6.6 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are the Contractor's responsibility under the Contracts for Construction. Although the Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents, the Architect shall have the responsibility to report any such failure or suspected failure to Program Manager immediately upon discovery. The Architect shall not be responsible for the performance by the Contractor or the Construction Manager for the services required by their Contracts with the Board. The Architect shall not have control over or charge of acts or omissions of the Contractors, Subcontractors, or their agents or employees, or of any other persons performing services or portions of the Work, but shall nonetheless have the responsibility to promptly report same to the Program Manager on discovery or reasonable suspicion.

2.6.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.6.8 Project communications by the Board or its Program Manager by and with the Architect's consultants shall be coordinated through the Architect.

2.6.9 The Architect will be responsible for review and approval of the Contractor's monthly invoices for payment. In accordance with the Contract Documents or when requested by the Program Manager, the Architect will inspect the work, evaluate the progress and certify the Contractor's monthly invoices.

2.6.9.1 The Architect's certification for payment shall constitute a representation to the Board and the Program Manager, based on the Architect's observations at the site provided in Subparagraph 2.6.5, on the recommendations of the Construction Manager and on the data comprising the Contractor's Applications for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified.

2.6.9.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) exhaustively or continuously reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Program Manager or Construction Manager to substantiate the Contractor's right to payment other than the existence of appropriate lien waivers from the Contractor and Subcontractors or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.6.10 The Architect shall have authority, after notification to the Contractor and Construction Manager, to reject Work which does not conform to the Contract Documents and shall have the responsibility to reject Work which does not conform to the design concept expressed in the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have the authority, upon written authorization from the Program Manager, to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

2.6.11 The Architect shall review and approve or take other appropriate action upon Contractors' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents, and determining whether Work, if completed in accordance with such shop Drawings, product data and samples, will be materially in conformance with the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Contractors' Work or in construction by the Owner's own forces, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractors, all of which remain the responsibility of the Contractors to the extent required by the Contract Documents. Review of shop drawings and submittals needs to be fully coordinated and in agreement with the Contractor's schedule.

2.6.11.1 The timeframes for the Architect's approvals shall be no longer than as follows:

- Requests for information (RFIs): 7 calendar days
- Shop drawings and submittals: 14 calendar days
- High priority (Hot List) Items (as determined by the Program Manager): 3 business days

These approval timeframes may be extended only where RFIs or submittals are deemed to be incomplete or need to be coordinated with other submittals or information not provided with the original submittal. Architect is responsible for communicating such omissions to Contractor or Construction Manager in a timely manner to allow for proper coordination and timely responses.

2.6.12 The Architect's review shall not constitute approval of jobsite safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

2.6.13 The Architect shall provide for timely review and sign off or take other appropriate action on Change Orders and Construction Change Directives prepared by the Construction Manager for the Board's approval and execution in accordance with the Contract Documents.

2.6.14 The Architect may authorize minor changes in Work not involving an adjustment in a Contract Sum or an extension of a Contract Time which are not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order issued through the Program Manager and Construction Manager with a copy to the Board.

2.6.15 The Architect, assisted by the Construction Manager, shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion. The Architect shall generate a "punch list," as needed and requested by the Program or Construction Manager, of all outstanding items of work to assist and facilitate the completion of the Project by the Contractor. The Architect and Construction Manager shall re-inspect the work to confirm completion and Punch List completion. The Architect shall forward to the Program Manager warranties and similar submittals required by the Contract Documents which have been received from the Contractor. The Architect shall issue a final Project Certificate for Payment upon compliance with the requirements of the Contract Documents.

2.6.16 The Architect shall interpret and decide matters concerning performance of the Contractor under the requirements of the Contract Documents on written request of either the Program Manager, the Board, Construction Manager, or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

2.6.17 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall assume faithful performance and fairness by both the Board and Contractors, and shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith and in the absence of negligence.

2.6.18 The Architect shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the Board and Contractors relating to the execution or progress of the Work as provided in the Contract Documents.

2.6.19 The Architect and sub-consultants will participate in the Commissioning of the Project and startup process and assist any third party Commissioning agents engaged by the Board for such purposes. Attendance of MEP systems sub-consultants will be required at all Commissioning meetings and are considered to be included in the cost of Basic Services.

2.6.20 The Architect will assist the Construction Manager and Contractor in meeting their obligation to close out the construction phase of the Project within 120 days of Substantial Completion and beneficial occupancy. This includes, but is not limited to, responding to all RFIs, PCOs, COs, requests for guidance, punch list inspections, punch list re-inspections, issuance of completion certificates, or any other required documentation needed to close out the Project. Unless directed otherwise by the Program Manager, the only exception to the 120-day construction closeout window is the Commissioning process. Where the Commissioning process needs to be extended beyond the 120-day closeout window due to the need to test equipment in various seasonal conditions, Architect and its MEP consultants will need to be available at no additional cost to the Board to assist with the completion of the process. For other closeout issues not associated with the extended Commissioning process, if the Architect's failure to assist the Contractor or Construction Manager (CM) is the sole cause for delaying the closeout of the Project beyond 120 days, the Architect may be subject to additional staffing costs incurred by Contractor or Construction Manager caused by that failure.

ARTICLE 3 ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12 or required due to the fault of the Architect or the Architect's failure to perform in accordance with the terms of this Agreement. The services provided in this Article 3 deemed to be outside Basic Services shall be paid for by the Board as provided in this Agreement in addition to the compensation for Basic Services. The services described under Paragraphs 3.2, 3.3 and 3.4 shall be provided only if authorized or confirmed in writing by the Board. If services described under Contingent Additional Services in Paragraph 3.3 are required due to

circumstances beyond the Architect's control, the Architect shall notify the Program Manager of the need to perform such services and await approval to proceed prior to commencing such services. If the Board acting through its Program Manager deems that such services described under Paragraph 3.3 are required, it shall give prompt written notice to the Architect. If the Board indicates in writing that all or parts of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services. Notwithstanding anything to the contrary in this Agreement, the Board shall not be responsible to pay and the Architect shall not be entitled to receive compensation for any services contemplated under Paragraphs 3.2, 3.3 or 3.4 unless authorized in writing by the Board.

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

3.2.1 If more extensive representation at the site than is described in Subparagraph 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

3.2.2 If required, the additional on-site Project Representatives described in Subparagraph 3.2.1 shall be selected, employed and directed by the Architect, and approved by the Board. If approved, the Architect shall be compensated as an additional service, as agreed under the terms of this Agreement.

3.2.3 Through the observations by such Project Representatives, the Architect shall use its best efforts to provide further protection for the Board against defects and deficiencies in the Work.

3.3 CONTINGENT ADDITIONAL SERVICES

3.3.1 Making major revisions in Drawings, Specifications or other documents when such revisions are:

(1) inconsistent with approvals or instructions previously given by the Board or Program Manager, including revisions made necessary by adjustments in the Board's program or Project budget.

(2) required by the enactment or revision of codes, laws or regulations subsequent to the date of this Agreement; or

(3) due to changes required as a result of the Board's or Program Manager's failure to provide direction within ten (10) business days after the Architect has given written notice of the fact that a decision is required or, in the event of an emergency, within such reasonable shorter period of time after the Architect has given notice that such emergency condition exists and that an earlier response is required, which decision if not rendered within that time frame, will give rise to additional costs.

Architect will advise the Board and Program Manager in writing prior to making any such revisions subject to this Subparagraph whether such revisions are minor or major revisions.

3.3.2 Providing services required because of significant changes in the Project, including, but not limited to, changes in size, quality, complexity, the Board's or Contractor's schedule.

3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals and providing other services in connection with Change Orders and Construction Change Authorizations, unless such Change Orders or Construction Change Authorizations were required or are appropriate by reason of an oversight, error or deficiency in the Drawings, Specifications or other documentation and supporting data prepared by the Architect.

3.3.4 Providing services in connection with evaluating requests by Contractor for substitutions requiring subsequent revisions to Drawings, Specifications and other documentation resulting there from.

3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.3.6 Providing services made necessary by the termination or default of the Contractor, evaluation or problem resolution associated with major defects or deficiencies in the Work of a Contractor, or by failure of performance of either the Board or a Contractor under a Contract for Construction.

3.3.7 Providing services in evaluating an extensive number of changes and claims (as defined by the history of projects in the RSMP) submitted by a Contractor or others in connection with the Work.

3.3.8 Providing services in connection with a public hearing, or legal proceeding except where the Architect is party thereto or, where such hearing or legal proceeding is based upon a decision of the Architect rendered hereunder or relates to the application for permit or approval required for the completion of the Work or for public informational and comment purposes, provided, however, that to the extent that a hearing or proceeding is based upon a decision of the Architect and a judgment or decision is rendered validating or approving the Architect's decision, the Architect shall be entitled to additional compensation for such services.

3.3.9 Preparing documents for alternate, separate or sequentially phased submissions to SED beyond three phases to facilitate phased bidding and construction may be considered an additional service.

3.4 OPTIONAL ADDITIONAL SERVICES

3.4.1 Providing financial feasibility or other special studies.

3.4.2 Providing Campus Planning studies, site evaluations or comparative studies of prospective sites beyond those specified in Section 2.2.

3.4.3 Providing special surveys or environmental studies beyond those specified in the Section 2.2.

3.4.4 Providing services relative to future facilities, systems and equipment.

3.4.5 Providing coordination of construction performed by the RCSD's own forces and coordination of services required in connection with construction performed and equipment supplied by the RCSD.

3.4.6 If requested by the Board, providing services in connection with the work of separate consultants retained by the Board and not identified in this Contract.

3.4.7 Providing estimates of Construction Cost beyond that specified in Section 5.2.2.

3.4.8 Providing detailed quantity surveys or inventories of material and equipment.

3.4.9 Providing services for planning tenant or rental spaces for use of a school as swing space.

3.4.10 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

3.4.11 Except for services necessary to assist with startup or those required to assist with third-party Commissioning, providing additional services associated with the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation following turnover of systems and building.

3.4.12 Providing services after issuance to the Board of the final Contractor Project Certificate for Payment, or in the absence of a final Project Certificate for Payment, more than one (1) year after the date of Substantial Completion of the Work.

3.4.13 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering, plumbing, fire protection, landscape design, environmental and site civil services portions of the Project provided as a part of Basic Services.

3.4.14 Providing the services of geotechnical engineers when such services are needed for any new additions to the Project or for structural evaluations of existing site conditions associated with proposed designs. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, ground corrosion and resistivity tests, and testing of existing building foundations or structures including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

3.4.16 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

**ARTICLE 4
BOARD'S RESPONSIBILITIES**

4.1 The Board and its Program Manager shall consult with the Architect regarding requirements for the Project, including a program which shall set forth the Board's objectives, schedule constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.

4.2 The Board shall establish and update an overall budget for the Project based on consultation with the Program Manager, Construction Manager and the Architect, which shall include the Construction Cost, the Board's other costs and reasonable contingencies related to all of these costs.

4.3 The Board shall designate a representative authorized to act on the Board's behalf with respect to the Project. The Board or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services and the Project.

4.5 The Board shall retain a Construction Manager to manage the construction activities of the Project. The Architect shall cooperate with the Construction Manager and be responsive to all requests for information from the Construction Manager but Architect is not responsible for actions taken by the Construction Manager.

4.6 The Board shall identify the Project site area and the Architect shall provide the site survey for the Board's approval under Subparagraph 2.2.2. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures, adjacent drainage, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

4.7 The Board may, at its discretion, furnish the services of other consultants when such services are reasonably required by the scope of the Project. If required, the Board shall be responsible for the following consultants and services at the Board's expense: hazardous materials testing and abatement consultant, special inspection, construction testing. The Architect shall coordinate the preparation by one or more consultants and contractors of the specifications for any asbestos, lead paint removal or any other third party consultant required in connection with the Project and shall integrate such specifications into the Drawings and Specifications for the Project.

4.8 The Board shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.9 The Board shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Board may require to verify the Contractor's Application for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Board. In the event Architect has knowledge that any of such services or advice rendered in connection therewith is or may be erroneous or is premised upon an incorrect assumption, Architect shall immediately so advise the Board.

4.10 The services, information, surveys and reports required by Paragraphs 4.6 through 4.9 shall be furnished at the Board's expense or upon request provided by the Architect as a reimbursable expense. Where available, the Board will provide such, and other, information as is in its control or custody regarding the Project which is reasonably necessary to enable the Architect to satisfy the Architect's obligations under this Contract. The furnishing of such information by the Board to the Architect shall be for the limited purpose of providing the Architect with information which is in the Board's possession, and shall in no way constitute a warranty by the Board of the completeness or accuracy of any such documentation, or otherwise release in whole or in part any obligation of the Architect under this Contract, or create any liability on the part of the Board for any error or inconsistency or mistake which may later be found in such documentation.

4.11 Prompt written notice shall be given by the Program Manager to the Architect and the Construction Manager if the Program Manager or the Board becomes aware of any fault or defect in the Project or non-conformance with the Contract documents. However, the furnishing of such information by the Program Manager to the Architect shall be for the limited purpose of providing the Architect with information which is in the Program Manager's or the Board's possession, and shall in no way constitute a warranty by the Board or Program Manager of the completeness or accuracy of any such information, or release in whole or in part any obligation of the Architect under this Contract, or create any liability on the part of the Board or Program Manager for any error or inconsistency or mistake which may later be found in such information.

4.12 The proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution. The Board or Program Manager shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

4.13 The Board and its Program Manager shall furnish the required information and services and shall render approvals and decisions as expeditiously as is reasonably necessary for the orderly progress of the Architect's services and the Project.

**ARTICLE 5
CONSTRUCTION COST**

5.1 DEFINITION

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Board of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor, materials and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for escalation shall be included for market conditions at the time of bidding and for changes in the Work during construction.

5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Board as provided in Paragraphs 4.1 through 4.4 and 4.6 through 4.14.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 The Architect will review the Board's Project budget and preliminary estimates of Construction Cost and detailed estimates of Construction Cost prepared by the Program Manager. Any significant discrepancies perceived by the Architect (based on the information available and the Architect's experience with similar projects of this type) which constitute, in the opinion of the Architect, an obstacle to meeting the Board's Project Budget must be promptly reported to the Program Manager, with the Architect's suggestions for modification to the Project to enable it to meet the Project Budget.

5.2.2 Included with the Basic Services fee, the Architect will provide the services of a competent estimator with knowledge and experience of the New York school construction market and the local Rochester construction market, who shall be approved by the Program Manager to provide an estimate at the Conceptual/Campus Plan Phase and one at the completion of the Schematic Design Phase. Because the Program Manager or Construction Manager may also be preparing a Schematic Design estimate, the Architect shall provide all relevant project information (as specified in the Design Document Standards, Attachment H) to all entities who will be engaged in the estimating process (i.e. Program Manager, Construction Manager or other consultant). Architect and its estimator shall be available to review the results of all estimates and participate in any reconciliation process such that a consensus can be reached as to the estimated Construction Cost prior to the design work continuing into the next phase. As part of this process, the Architect and its estimator will engage in Value Management sessions with the Program Manager and Construction Manager to evaluate and implement changes and modifications to the Project to bring the estimated construction cost in line with the Board's Project budget and provide Value Management suggestions for consideration. Changes to the Schematic Design necessitated to bring the estimated

Construction Cost in line with the project budget will be performed at no cost to the Board. Following completion of the Schematic Design, project cost estimating will be provided by the Construction Manager. In order to assist with the estimating process during later stages of design, the Architect will cooperate with requests for information and will need to provide information to Construction Manager and participate in any Value Management sessions. Changes to the design

necessary to stay within the budget as identified during the estimating and review process, including identification of bidding options, will be made by the Architect at no additional cost to the Board. If requested by Program Manager during later stages of design, Architect may continue to provide estimating services where the cost of such services would be treated as an Additional Service under Section 3.4.7.

5.2.3 The Architect acknowledges that the Agreement between the Board and Contractor with respect to the Project contains a budget (included herein for reference in Exhibit I). This budget may be subject to adjustment to reflect Change Orders issued by the Board during the course of the Project or for other reasons. In the event that such total Construction Costs exceed such budget, Architect shall consult with Program Manager promptly following a determination of such projected excess, to recommend changes in the Project necessary to reduce the total Construction Costs to meet such budget. The budget of Construction Cost is exclusive of certain items listed in more detail in Attachment I.

5.2.4 In the event that the Construction Manager's estimate or the lowest bona fide bid or negotiated Contractor proposal received by the Board exceeds the Board's budget, the modification of Contract Documents to meet the budget, as required in section 12.2, shall be the Architect's responsibility. Further design changes or design services not associated with meeting the budget shall be treated as Additional Services. Where the Architect has modified the Contract Documents to meet the Board's budget, the Architect shall be entitled to compensation in accordance with the Agreement for Basic services performed whether or not the Construction Phase is commenced.

ARTICLE 6 USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

6.1 All Drawings and Specifications, and the information contained therein, produced by the Architect under this Agreement are the sole and exclusive property of the Board. Upon execution of this Agreement, and provided that the Board has made payments to the Architect in accordance with this Agreement, the Architect hereby grants to the Board a non-exclusive, perpetual, royalty-free license to, upon termination, completion or cancellation of this Agreement, use all drawings, specifications and other documents produced by the Architect and its consultants pursuant to this Agreement to complete, alter or modify the Project. In the event the Board uses the Drawings and Specifications in connection with renovations or additions to the Project or for any other purposes other than that contemplated by this Agreement, the Architect shall have no liability to the Board for any such reuse of the Construction Documents without the Architect's written adaptation of these documents for such purposes, and the Board agrees to hold Architect harmless from and against any and all damages caused by or arising out of such reuse by the Board.

6.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

**ARTICLE 7
DISPUTE RESOLUTION**

7.1 Should any claim, dispute or other matter between the Architect and the Board arising out of or relating to this Agreement or the breach thereof, except as provided in paragraph 2.6.17 with respect to the Architect's decisions on matters relating to artistic effect or aesthetic effect, and except for claims which have been waived by the making or acceptance of final payment, such matters shall be decided as follows:

7.1.1 The matter, upon written request of either the Architect or the Board, shall be referred immediately to the designated representatives of the Board and the Architect for settlement. Each party will be represented by one individual who has no direct responsibility for the matters contemplated by this Agreement or the matters involved in the dispute, but who is authorized to settle the matter involved in the dispute (collectively, the "Representatives.") The representatives shall meet promptly in a good faith effort to resolve the dispute.

7.1.2 If the Representatives are unable to reach a resolution within fifteen (15) calendar days of referral of the matter to them (or such other time as may be agreed to between the Representatives based upon the issues involved and the complexity of the matters related thereto), the matter may be submitted by either party to voluntary non-binding mediation through the American Arbitration Association or such other third-party mediation service as may be jointly agreed upon between the parties. The submission by either party to mediation is neither mandatory nor is the result thereof binding upon either party; however, should one party submit the matter to mediation, the other party shall be bound to proceed with the mediation process. Any such mediation shall be completed within thirty (30) days of submission and each of the parties shall cooperate in the process. Both parties may agree to extend the process depending upon the issues involved and the complexity of the matters therein.

7.1.3 Any claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof which are not resolved pursuant to the procedures called for in Subparagraphs 7.1.1 and 7.1.2 above shall be resolved in the courts of the State of New York.

7.1.4 Each of the parties shall bear its respective costs incurred in connection with the procedures called for in Subparagraphs 7.1.1 and 7.1.2 above, except that the parties shall share equally in any fees or expenses of the mediator(s).

7.1.5 The parties agree that no court proceedings may commence during the procedures called for in Subparagraphs 7.1.1 or 7.1.2 above until the earlier of the occurrence of one of the following:

- (a) The mediation procedures have been concluded or the time period called for in the mediation procedure has passed; or
- (b) The expiration of any applicable statute of limitations is imminent. Notwithstanding the foregoing, it is agreed that the parties will, despite the commencement of court proceedings, make reasonable efforts to continue the process described in Subparagraphs 7.1.1 and 7.1.2 above.

7.2 The parties recognize that all procedures provided for in Subparagraphs 7.1.1 and 7.1.2 are conducted for the purpose of settlement or compromise of a dispute, and the parties agree, with the execution of this Agreement, to keep confidential all aspects of any proceeding called for in Subparagraphs 7.1.1 or 7.1.2 above, including without limitation, all written, prepared or oral presentations, statements of any mediator or any other person hired as an expert with respect to such proceedings, and that the same shall remain confidential as to all other persons and shall be inadmissible as evidence in any pending or later filed civil action directly or indirectly involving the parties or subject matter, and inadmissible for any other purpose by virtue of the agreement of the parties and the principles expressed in Rule 408 of the Federal Rules of Evidence.

7.3 The parties agree that any proceeding commenced under Subparagraphs 7.1.1 and 7.1.2 and any court proceedings commenced with respect to this Agreement or the Project may, to the extent permitted by law, be expanded by any party through consolidation or joinder or in any other appropriate manner to include resolution of disputes with any other party involved in the Project, which disputes arise out of a common question of facts or law and if the presence of such party is desirable or required to accord complete relief. The intent of this provision is to allow a single opportunity for resolution of disputes relating to the same fact or events. This agreement to utilize consolidation or joinder or other appropriate procedure to include all parties shall be specifically enforceable in any court having jurisdiction.

7.4 Unless otherwise agreed in writing, the Architect shall continue to carry out its services as provided in this Agreement and maintain its progress during any proceedings undertaken pursuant to this Article, and the Board shall continue to make payments to the Architect in accordance with this Agreement, except for matters specifically relating to the dispute.

7.5 The provisions of this Article 7 shall be incorporated in any agreements or contracts entered into by Architect and its sub-consultants with respect to the Project, including the provisions of Paragraph 7.3 providing for consolidation or joinder.

**ARTICLE 8
TERMINATION, SUSPENSION, OR ABANDONMENT**

8.1 This Agreement may be terminated by either party upon not less than ten business days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. In the event this Agreement is terminated due to the fault of the Architect, the Architect shall not be entitled to receive any unpaid compensation for Basic and Additional Services allegedly due or for any Reimbursable Expenses allegedly incurred to date.

8.2 The Board may terminate this Agreement upon not less than seven (7) days' written notice to the Architect for the Board's convenience and without cause.

8.3 In the event this Agreement is terminated either due to the fault of the Board or the Board's election to voluntarily terminate this Agreement due to failure to obtain any of the

required approvals or a decision to not proceed with this Project (and without fault of Architect), the Architect shall be entitled to receive compensation for the portion of its fee then earned and all substantiated Reimbursable Expenses incurred as of the date of termination. If such termination by the Board occurs during the initial Program Verification and conceptual design phase and prior to the start of the Schematic Design Phase, the termination fee shall be based on a detailed accounting of services provided up to the date of termination. If voluntary termination occurs during the later stages of design, for any reason, as a condition of final payment, Architect shall deliver all Drawings and Specifications to the Board produced as of the date of termination and substantiate the billings for compensation based on the completion status of such work products.

8.4 This Agreement may be terminated by the Board upon not less than seven days written notice to the Architect in the event that the Project is permanently abandoned. If the Project is abandoned by the Board for more than ninety (90) consecutive days, either party may terminate this Agreement by giving written notice.

8.5 Failure of the Board to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination. Notwithstanding the foregoing, the Board's failure to make payments in accordance with this Agreement shall not be considered substantial nonperformance and cause for termination unless and until the Board fails to make payment in accordance with this Agreement on more than three (3) occasions or on two occasions during a continuous period of more than ninety (90) days. No such termination for nonpayment shall be effective unless the Architect provides written notice to the Board of the default and in such writing grants to the Board an additional forty-five (45) days in which to cure said nonpayment.

8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

8.7 Except as set forth in Subparagraph 8.1 hereof, if this Agreement is terminated by either the Board or the Architect, the Architect shall be compensated for all Basic Services and Additional Services satisfactorily performed prior to the date of termination and substantiated with specific deliverables and work products in accordance with this Agreement and Reimbursable Expenses.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.1 This Agreement shall be governed by the laws of the State of New York.

9.2 Terms in this Agreement shall have the same meaning as those in the General Conditions of the Contract for Construction.

9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have

accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Project Certificate for Payment for acts or failures to act occurring after Substantial Completion.

9.4 The Board and Architect waive all rights against each other and against the Program Manager, Construction Manager, Contractors, and the consultants, agents and employees of any of them for damages, but only to the extent of any actual recovery of any insurance proceeds. The Board and Architect each shall require similar waivers from the Program Manager, Construction Manager, Contractors, consultants, agents, and persons or entities awarded separate contracts administered by the Board.

9.5 The Board and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Board nor Architect shall assign this Agreement without the written consent of the other.

9.6 This Agreement represents the entire and integrated agreement between the Board and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Board and Architect.

9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Board or Architect.

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

9.9 The Architect shall not use, publish, distribute, sell or divulge any information obtained from the Board through a services agreement for the Architect's own purposes or for the benefit of any person, firm, corporation or other entity without the prior written consent of the Board that contracted for the services. Any reports or other work product prepared by the Architect while performing services under the services agreement shall be owned solely and exclusively by the Board and the State Education Department and cannot be used by the Architect for any purpose beyond the scope of this Agreement without the prior written consent of the Board. Any information designated by the Board in accordance with applicable law as confidential shall not be disclosed to any third parties without the prior written consent of the Board.

9.10 When written notice or other formal notice required pursuant to Articles 7, 8 or 9 shall be required by this Agreement or is otherwise appropriate, notice to the Architect shall be deemed to have been duly delivered if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or

sent by registered or certified mail to the last business address known to the party receiving notice. If to the Board, written notice shall be deemed to have been duly served if sent by registered or certified mail to the Rochester Joint Schools Construction Board, 70 Carlson Road, Suite 200, Rochester, NY 14610.

9.11 The Architect shall maintain the following insurance having minimum limits of liability as specified below from a company or companies lawfully authorized to write insurance in New York and having a AM Best's rating of "A-" or "Better" unless otherwise approved in writing by the RJSCB, to protect the Architect and its sub-consultants from claims that may arise out of or result from the Architect's or its sub-consultants' services and operations under this Contract and for which the Architect or its sub-consultants may be legally liable, whether such services or operations be performed by the Architect, any of its consultants or by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable:

Types of Required Insurance:

The Architect and its subconsultants shall procure the following insurance:

- Commercial General Liability ("CGL") 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: \$ 1 0,000
- Business Automobile Liability: Covering for liability arising out of the operations, use or maintenance of all owned, non-owned and rented vehicles with limit no less than \$1 million per accident
- Professional Liability Insurance: \$2,000,000 per claim/\$3,000,000 aggregate
- Workers' Compensation: As required by the State of New York, with statutory limits
- Employer's Liability: \$500,000
- Excess/Umbrella (for general aggregate and auto liability only) on a follow-form basis: \$5,000,000

Additional Insurance Conditions:

The Architect is responsible for the payment of all insurance premiums. If the Architect maintains broader coverage and/or higher limits than the minimums shown above, the RJSCB requires and shall be entitled to the broader coverage and/or higher limits maintained by the Architect. The above coverage requirements and limits are subject to amendment or waiver only if so approved in writing by the RJSCB. The Architect's policies shall provide that they may not be canceled, materially

changed or allowed to expire until after thirty (30) days prior written notice to Board.

Certificates of insurance and amendatory endorsements acceptable to the Board shall be submitted by the Architect prior to the commencement of any work under this Contract and from time to time thereafter upon written request of the Board for as long as such insurance is required to be maintained under this Contract. A fully-certified policy obtained by the Architect as required above may be requested by the RJSCB at any time, and upon such request, the Architect shall provide the requested policy to the RJSCB. The City of Rochester ("City") and the Rochester City School District ("RCSD") shall have the right to request copies of any and all certificates of insurance from the Architect, and if desired, full copies of insurance policies of the Architect.

In addition, the Architect shall require its sub-consultants, if any, to, at a minimum, comply with the insurance provisions required of the Architect pursuant to this Contract unless the Architect and RJSCB mutually agree to modify these requirements for sub-consultants whose work is of relatively small scope. The Architect shall be responsible for verifying and maintaining the certificates of insurance provided by each of its sub-consultants. The RJSCB reserves the right to request copies of each sub-consultant's certificates of insurance at any time. The RJSCB, City, the RCSD, Savin Engineers, P.C. and its subsidiaries and sub-consultants, Gilbane Building Company, the County of Monroe Industrial Development Agency, and US Bank National Association (collectively, the "Additional Insureds") must be named as additional insureds on the Architect's and its sub-consultant's policies on a primary and non-contributory basis with the exception of professional liability. The Architect and its sub-consultants shall promptly obtain or supplement their additional insured endorsements to include any additional Program Manager identified by the Board in writing at any time during the course of the Contract. The professional liability coverage shall be carried by the Architect and its sub-consultants for the term of the Contract. If the professional liability coverage is on a claims-made form, the parties agree to provide an extended reporting period of three years from the expiration of the policy in force at the time of work. The CGL policy will provide completed operations coverage for the term of three (3) years from the date of substantial completion.

The Architect's required insurance policies will provide a waiver of subrogation in favor of the Additional Insureds, and waive any right of the insurers to any setoff or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of the Additional Insureds. The Architect shall require that its sub-consultants waive any right of subrogation of the insurers thereunder against the Additional Insureds, and waive any right of the insurers to any setoff or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of the Additional Insureds.

To the fullest extent permitted by law, the Architect agrees to fully defend, indemnify and hold harmless the RJSCB and the other Additional Insureds from and against any and all claims, losses, expenses, costs, liabilities and damages of any nature whatsoever, including reasonable attorney's fees actually

incurred, arising out of and/or relating to any failure of the Architect to obtain, furnish and maintain as required herein insurance complying with the provisions of this Section or any other failure of the Architect to comply with the provisions of this Section.

9.12 Tail Coverage: If any of the required liability insurance from the Architect or its sub-consultants is on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of 36 months, or the maximum time period reasonably available in the marketplace. Architect and/or sub-consultants shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 36 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this Contract. If continuous "claims made" coverage is used, Architect and/or sub-consultant shall be required to keep the coverage in effect for duration of not less than 36 months from the end of the contract.

9.13 Notwithstanding the foregoing insurance liability limits, the Architect's liability for errors and omissions related to the performance of services is not limited in any way, including, but not limited to, amount of coverage, or, time period in which the Board shall have the right to commence suit against the Architect. Such time frame in which suit may be commenced will be the maximum amount of time allowed by New York law in effect at the time this contract is executed.

9.14 Any deductible or self-insured retention must be declared to, and approved by, the Board. All deductibles or self-insured retentions are the sole responsibility of the Architect and/or sub-consultant to pay and/or to indemnify the Board for coverage.

ARTICLE 10 PAYMENTS TO THE ARCHITECT

10.1 DIRECT PERSONNEL EXPENSE

10.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

10.2 REIMBURSABLE EXPENSES

10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified in the following clauses. Expenses not expressly identified herein as Reimbursable shall be considered a cost of the Architect's business and included in the Basic Services Fee.

10.2.1.1 Expenses in connection with authorized out-of-town travel that is directly related to the Project and fees paid for securing approval of authorities having jurisdiction over the

Project are eligible. Reimbursable Expenses may not be made to the Architect without prior written consent of the Owner. All requests for reimbursement or Reimbursable Expenses shall be accompanied by receipts for such expenses, or, in lieu of receipts, other evidence satisfactory to Owner.

10.2.1.2 Expense of reproductions, express deliveries, and handling of Drawings, Specifications and other documents including expenses incurred in assisting the Program Manager and Construction Manager with the preparation of the bid packages, clarification of items within the Contract Documents and reproduction of documents are only eligible for Reimbursement when requested by RJSCB beyond required submissions.

10.2.1.3 Except as set forth in Paragraph 12.7, expense of renderings and mock-ups requested by the Board.

10.2.1.4 Expense of additional insurance coverage or limits including professional liability insurance, requested by the Board in excess of that described in Subparagraph 9.11 hereof.

10.2.2 All progress/interim, draft and final deliverables are to be submitted in hard copy, and digital formats to be reviewed and approved by the RJSCB. The following designated Reimbursable Expenses shall be paid at the rates set forth below:

- Delivery at cost
- Parking for out of town RSMP work at cost
- Other copying and printing at cost
- In-house plotting at cost

10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.3.1 Payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Subparagraph 11.1.2.

10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES

10.4.1 Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred with receipts or other evidence satisfactory to the Board.

10.4.2 Unless otherwise specifically set forth herein or unless a stipulated sum is otherwise agreed to by the parties in writing, the Architect shall be compensated for Additional Services provided in accordance with this Agreement at the hourly rates set forth on Attachment E (Hourly Rates) attached and incorporated by reference. Upon the written authorization from the Board, the Board shall make an aggregate allowance listed in Attachment I (Schedule of Values for Services) available to the Architect for Additional Services.

10.5 PAYMENTS WITHHELD AND DIRECT PAYMENTS

The Board may institute a withholding from the Architect if the Board or the Program Manager determines, at their sole discretion, that the Architect is not making satisfactory progress or there is other specific cause for such withholding including but not limited to, non-payment of sub-consultants, which shall be stated in writing by the Board or Program Manager. The Board reserves the right to pay sub-consultants directly if evidence of non-payment arises and deduct any costs associated with the assumption of this responsibility.

10.6 ARCHITECT’S ACCOUNTING RECORDS

10.6.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Board or the Board’s authorized representative at mutually convenient times.

**ARTICLE 11
BASIS OF COMPENSATION**

The Board shall compensate the Architect as follows:

11.1 BASIC COMPENSATION

11.1.1 For Basic Services, as described in Article 2, and any other services included in Article 12 as part of Basic Services, compensation shall be a stipulated lump sum of

Basic Services will include multiple contractor bid document packages typical of the Wick’s Law minimum. Such compensation is payable in accordance with the provisions of subparagraph 11.1.2 hereof.

For any additional services added under contract amendment, the listed amounts shall be treated as not-to-exceed cost allowances where payment shall occur based upon approved invoices following completion of the services. Any savings that result in the completion of these additional services may, with Program Manager’s approval, be reprogrammed into the Reimbursable Expenses and Additional Services Allowance budget for possible use in the later stages of the Contract where such services may be required. At Contract completion, those funds remaining in the Reimbursable Expenses and Additional Services budget will reduce the final payment amount due to Architect. For changes in the project scope that necessitate a modification in the Architect’s services and contract fees, Architect will provide a detailed cost proposal to the Board describing the services and costs associated with the proposed change. For changes to the fixed limit of construction that are not covered by the process described in Section 12.2 and that are the result of changes in scope directed by the Board or other causes not the fault of the Architect, the Architect shall be entitled to a change in compensation according to the following:

Changes in Fixed Limit:

<u>Limit of Construction Value</u>	<u>Change in Compensation</u>
• 0 to 5% change:	No change in compensation
• Greater than 5% change:	Equal to 5% of total \$ change in fixed limit of construction in excess of the initial 5% of Changes

11.1.2 PROGRESS PAYMENTS for the services in each phase shall total the following percentages of the total Basic Compensation payable:

- Program Verification Phase: Five percent (5%)
- Schematic Design Phase: Fifteen percent (15%)
- Design Development Phase: Twenty percent (20%)
- Construction Documents Phase: Thirty-three percent (33%)
- Bidding or Negotiations Phase: Two percent (2%)
- Construction Phase, including Commissioning: Twenty-two percent (22%)
- Post Construction Phase: Three percent (3%)
- Total Basic Compensation: One hundred percent (100%)

11.1.3 IN THE EVENT OF A MATERIAL CHANGE in the scope of the Project or the Architect’s services, the Architect shall continue to perform in accordance with the terms of this Agreement during the course of any renegotiation of the Architect’s compensation hereunder.

11.2 COMPENSATION FOR ADDITIONAL SERVICES

11.2.1 FOR ON-SITE PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 3.2, compensation shall be billable at the rates accepted by Program Manager and mutually agreed upon at such time by the Board and Architect.

11.2.2 FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in subparagraphs 3.4 and 12, other than (1) Additional Project Representation, as described in Paragraph 3.2, and (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be as mutually negotiated and agreed upon between the Board and Architect prior to commencement of the Work. Minor delays in the design schedule shall not be the basis for a claim for additional services and major delays in either the design or construction schedule shall only allow for compensation for the actual costs associated with additional staff time and expenses incurred by Architect and its consultants caused by the delay.

11.2.3 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 3.4 or identified in Article 12 as part of Additional Services, compensation shall be billable at a multiple of one point one (1.1) times the amounts billed to the Architect for such services.

11.3 REIMBURSABLE EXPENSES

11.3.1 FOR REIMBURSABLE EXPENSES, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of one point zero (1.0) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

11.4 ADDITIONAL PROVISIONS

11.4.1 Payments following the completion of the Program Verification Phase as described in Section 2.2.1 or for work on subsequent phases authorized by the Board are due and payable thirty (30) days from the date the Architect's invoice is received and approved by the Program Manager and the Board.

ARTICLE 12 OTHER CONDITIONS OR SERVICES

See Attachments A through P attached and incorporated by reference which shall amend, supplement and, in some cases, void portions of this Agreement between the Board and Architect.

12.1 MEETINGS: Attendance and representation at the following meetings, hearings and presentations where required to obtain Project approvals and communicate Project design information (collectively, "Meetings") shall be included in Architect's Basic Services: RJSCB, the Rochester City School District, the Rochester City Council, the Building Advisory Committee, neighborhood meetings with members of the community in which the Project is located, City Planning

Commission hearings; City or County Engineering staff meetings; Preliminary/Site Approval Hearings; Zoning Board of Appeals Hearings; all meetings with the State Education Department or other state agencies including those required for phased design review; all other related meetings as required by Program Manager; Final Site Approval Hearing; and Additional Hearing Follow-up. Meetings beyond those specified above shall constitute and be compensated as Contingent Additional Services. Basic Services includes all regulatory approvals process for the Work. A representative of the Architect shall be present at all Building Advisory Committee (BAC) meetings, unless otherwise instructed by Program Manager, and shall be responsible for coordinating design input and presentations to the BAC, and preparing the minutes of such meetings. The Architect is responsible for preparing and distributing all agendas and meeting minutes for meetings requiring Architect's attendance from contract date through the bid opening.

12.2 The Architect is required to design to the Board's construction budget as detailed in Attachment K (Fixed Limit of Construction), attached hereto and incorporated herein and to design within the balance of the MCA calculated with the program developed and approved by SED while maximizing State Aid and minimizing local share. Compliance with this requirement will be monitored through detailed cost estimates prepared by the Architect, Program Manager or the Construction Manager at the completion of Schematic Design, Design Development and Contract Documents Phases. No additional services will be compensated for revisions to the drawings, specifications or other documents when such revisions are required by the Board or Program Manager to bring the estimated Construction Cost into compliance with the Board's budget. Questions concerning the need for and extent of redesign and possible disagreements between Architect's Construction Cost Estimate and Detailed Estimate of Total Construction Costs prepared by either the Construction Manager or the Program Manager will be referred to the Program Manager for resolution.

12.3 The Architect shall provide all submissions required for approvals of the construction documents from governmental authorities or others having jurisdiction over the Project.

12.4 The Architect, where needed, shall prepare measured drawings for the Project for a stipulated sum listed in the proposal. Payment for such measured drawings shall be made by the Board within thirty (30) days of completion and delivery of such drawings to the Program Manager and the Program Manager's approval of same which shall not be unreasonably withheld.

12.5 The Architect, where applicable, shall provide services to verify the accuracy of drawings or other information furnished by the Board.

12.6 The Architect, where applicable, shall provide studies or analyses of owning and operating costs such as, but not limited to, life cycle cost analyses for mechanical equipment.

12.7 MODELS: Only where requested by the Board, the Architect shall provide the Board with a non-illuminated scale model of the Project with site landscaping during the Schematic Design Phase of the Project for the stipulated sum listed in the proposal, which model shall be and remain the property of the Board. The Architect shall make the model available for display at a request of the Board. Payment for the scale model shall be made by the Board within thirty (30) days of completion and delivery of such model to the Board and the Board's approval of same which shall not be unreasonably withheld.

12.8 The Architect shall provide the Program Manager with two (2) prints and a complete set of CAD files in accordance with Section 12.16. Payment for such drawings shall be made by the Board within thirty (30) days of completion and delivery of such drawings to the Board and the Board's approval of same which shall not be unreasonably withheld.

12.9 The Board may choose to hire certain consultants directly to serve the needs of multiple projects. Where this occurs, the consultants will be assigned to work with the Architect on the Project. In addition, the Architect may need to also engage certain consultants that are needed for the Project and would be

in addition to the Basic Services. Such a request will require the approval of the Program Manager and the Board to engage certain consultants. Upon the written authorization from the Program Manager, the Architect may engage the services of such consultants, provided, however, that such consultants and the terms of the contracts with such consultants shall be acceptable to the Program Manager in its sole discretion.

- (1) site survey
- (2) security consultant
- (3) technology and telecommunications specialist
- (4) food service / kitchen design consultant
- (5) energy modeling and CHPS consultant
- (6) geotechnical consultant
- (7) traffic consultant
- (8) estimating services
- (9) Interdisciplinary Document Coordination Review

A copy of all Architect consultant contracts (Basic Services and Specialty Consultants) shall be made available to the Board for review and record purposes.

12.10 The Rochester Schools Modernization Program (RSMP) Design Standards, herein after referred to as the Standards, are incorporated into this document by reference. The Standards are the requirements of the RCSD in the governance and design of its school renovation and construction projects. The Standards provide the necessary information to the Architects and shall be referred to for all design decisions that fall within their purview.

12.10.1 The Design Standards also include the RSMP's Building Turnover Process. The Architect shall comply with the applicable requirements noted in the Building Turnover Process and as may be amended from time to time.

12.10.2 Compliance with the Design Standards will be demonstrated by the Architect at each design phase submission to the Program Manager. This shall be done by submission of the "Technical Guidelines for Architects and Engineers - Design Guideline Worksheet" for the respective phase along with all design phase supporting documents. Failure to submit a complete design phase document package will result in a submission being deemed incomplete. Payment for incomplete submissions cannot be made by the Board.

12.10.3 Compliance with the Design Standards is a requirement of this Contract. Deviation from the Design Standards will only be allowed by written request from the Architect to the Program Manager and subsequently to the RJSCB. All deviations approved by the Program Manager must be documented as such. All deviating items that have not been approved by the Program Manager will be the responsibility of the Architect as to the cost of all design and corrective implementation related to said deviating items.

12.11 Unless exempted from this requirement, the Rochester School Construction Program requires an Interdisciplinary Document Coordination Review of all school construction drawings prior to putting the documents out to bid. The Review, herein after referred to as the IDC Review, shall be performed by others with the cooperation of the Architect and is more generally described in Attachment M. It is the responsibility of the Architect to incorporate or otherwise correct any deficiencies discovered as a result of an IDC Review at no cost to the Board.

12.12 Events of Default: Either party may terminate this Agreement for default (an "Event of Default") by the other party on the occasion of the occurrence of any event described below:

- a. the dissolution or liquidation of a party, or cessation of doing business for thirty (30) days or more;
- b. a party makes an assignment for the benefit of creditors;
- c. a party either commences, or has commenced against it, bankruptcy proceedings under the Federal Bankruptcy Code or under any other insolvency law;
- d. a trustee, receiver, custodian, or liquidator is named for the purpose of general administration of such party's property;
- e. except as set forth in Section 8.4, the failure by a party to observe or perform any covenant, condition, agreement or undertaking hereunder on its part to be observed or performed for a period of fifteen (15) days after notice specifying such failure and requesting that it be remedied is given to such party, unless the other party shall agree, in writing, to an extension of such time prior to its extension.

12.13 ADA: Architect shall conform its Drawings and Specifications to the requirements of the Americans with Disabilities Act Accessibility Guidelines ("ADAAG").

12.14 No Presumption Against Drafter; Captions and numbers: Both parties acknowledge and agree that this Agreement has been freely negotiated by both parties and that, in any dispute over the meaning, interpretation, validity or enforceability of this Agreement or any of its terms or conditions there shall be no presumption whatsoever against either party by virtue of that party having drafted this Agreement or any portion thereof.

12.14.1 The captions and numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any paragraph, nor in any way affect this Contract. All words used in this Contract, regardless of the number or gender in which they are used, will be construed to include any other number or gender, as the context or sense may require.

12.15 Severability: If any provision or subparagraph of this Agreement shall to any extent be held void, unenforceable or invalid, then the remainder of this Agreement or the application of such provision to the persons or circumstances other than those as to which it is held void, unenforceable or invalid shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

12.16 CAD: All schematic, design and contract drawings and documents prepared by Architect shall be AutoCAD generated drawings employing standard AIA layering utilizing AutoCAD release 2004 or higher software.

12.17 Compliance with RSMP Diversity and Other Requirements: The Architect shall at all times in the performance of its work, as well as in its hiring and employment practices, fully comply with all rules, guidelines and requirements set forth in the RSMP Diversity Plan. The Architect shall also fully comply with all Federal, New York State and City of Rochester laws, statutes, ordinances and regulations as well as any special requirements outlined in the Contract Documents during the term of this Agreement. This requirement includes, but is not limited to, the Architect's continuing obligation to comply with all Equal Employment Opportunity and Affirmative Action programs referenced in, or incorporated as a part of, the RSMP. The Architect agrees to execute the RSMP's Business Opportunities Program (BOP) attached as Attachment C and incorporated by reference and any necessary provisions of the Architect's affirmative action program and/or equal opportunity statement.

12.18 Indemnity: To the fullest extent allowed by law, the Architect shall indemnify, defend and save harmless the RJSCB, the City, the RCSD, Savin, Gilbane, COMIDA, and US Bank National Association or another Trustee to be named by RJSCB and their officers, 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 the Architect or any of its agents, employees, subconsultants or subcontractors; (b) any breach by Architect of any of its representations, warranties, covenants or obligations set forth in this Contract; (c) injury to person or property (including death) to the extent arising out of or resulting from violation by the Architect of any state, federal, or local law, rule or regulation; or (d) any actual or alleged injuries to person or property (including death) suffered by any of the Architect's agents, employees, subcontractors or sub-consultants, or any employees or agents of the Architect's agents, subcontractors or sub-consultants in the course of their performance or completion of any work or other obligations arising under or pursuant to the Contract, or upon any premises owned, leased or controlled by the Indemnitees, or any Project site. Nothing herein shall be construed as requiring the Architect to indemnify the Indemnitees or any of them for any claim for damage or loss of any kind to the extent such loss or damage is caused by the negligence or willful misconduct of the Indemnitees or any of them.

12.18.1 The Architect shall include in each agreement with a subcontractor and/or sub-consultant for the Project, a provision substantially similar to this Subparagraph which provides that such subcontractors and/or sub-consultants shall indemnify the Architect and the Indemnitees for all losses, claims, liabilities, injuries, damages and expenses, including attorneys' fees, that the Architect or the Indemnitees may incur arising out of or resulting from such subcontractor's

negligent performance of services, violation of state, federal, or local law, rule or regulation, or negligence or willful misconduct.

12.19 Presentations: At the direction of the Program Manager or Board, Architect shall prepare documents and submissions, to be reviewed by the Program Manager, to all appropriate and necessary oversight entities and make all required presentations to the Building Advisory Committee, "Town Hall" Meetings, RJSCB, the RCSD Board of Education, the Rochester City Planning Commission, Rochester City Council or other Commissions and Boards of the City of Rochester or the State of New York State necessary to securing funding or other approvals in connection with the Project. At least once per year during the Project on a date and at a time designated by the Board, the Architect shall prepare and arrange a visual display at the school involved in the Project, which describes, without limitation, the status of the Work and the Project and the various components of the Project and which includes, without limitation, sample floor plans, materials and finishes, and photographs of the progress of the Work.

12.20 Student Learning and Intern Program: The Architect will conduct a program of student involvement with organized learning and internship involving students from the Rochester City School District including students that attend the Project where appropriate. The timing and nature of the programs will be coordinated with the Program Manager and the school faculty, and will be structured as appropriate for the particular age group. As a minimum, as part of Basic Services, the Architect should provide internship opportunities for two (2) high school age students or recent high school graduates during the design phase of this Contract. Students who will be candidates for the intern program will be referred by the RCSD and other local programs (i.e. ACE Mentorship, etc.). The internship program is intended to integrate the students into the design process and provide some real life involvement with the design process. The goal is to educate the students about the architectural design process and to introduce them to the many professions and trades involved in the construction industry. For the younger students, not eligible for the internship program, the Architect should organize a program with the school principal where during the design process, a certain number of the students could be involved in an exploration of the physical spaces of a school, drawings and/or models developed of early design concepts, understanding construction, and will serve to introduce the students to the opportunities and challenges in the daily life of an Architect. The Architect is responsible for creating the specific program and reviewing it with, and getting approval of it, from the Program Manager.

12.21 Representations: Architect hereby represents and warrants to the Board the following:

- a) that Architect is able to furnish any of the plant, tools, materials, supplies, equipment, key personnel and labor required to complete the services required hereunder and perform all of its obligations hereunder and has sufficient experience and competence to do so;
- b) that Architect is authorized to do business in New York and properly licensed by all necessary governmental

and public and quasi-public authorities having jurisdiction over it and the services required hereunder and the Project itself;

- c) that Architect's execution of this Agreement and its performance thereof is within its duly authorized powers; and
- d) that Architect's duly authorized representative has visited or will visit the Project site and generally familiarized himself with the local conditions under which the Services required hereunder are to be performed and correlated to his observations with the Contract Documents.

Architect agrees said representations and warranties in this Subparagraph 12.25 shall survive the execution and delivery of this Agreement.

12.22 Attachment J, attached to this Agreement and incorporated by reference, is a list of deliverables that this contract calls for. This is to be used as a guide and aid to both parties of this Agreement and shall not be construed to be a comprehensive all-inclusive list. Attachment J shall be reviewed periodically between the Architect and the Program Manager and may be used in review of the monthly requisitions for payment to ensure that the requisition is aligned with the project progress.

ARTICLE 13 GENERAL PROVISIONS

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

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

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

termination of this Agreement, whichever shall first occur. All such actions or proceeding shall be governed by the laws of the State of New York.

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

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

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

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

13.7 The term "Project" is for capital improvement work for the [REDACTED], Rochester, NY.

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

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

13.10 This Agreement constitutes the entire Agreement between the parties hereto and supersedes all previous understandings and agreements with respect to Project(s) or any of the provisions hereof. No statement, promise,

condition, understanding, inducement, or representation, oral or written, expressed or implied, except the proposal provided by the Architect that is not contained herein shall be binding or valid, and this Agreement shall not be changed, modified, or altered in any manner except by an instrument in writing executed by the parties hereto. The Scope of Services attached as Attachment B expands on the roles and responsibilities of the Architect.

**ARTICLE 14
TIME OF PERFORMANCE**

The Architect shall complete all work of this contract within allotted schedule duration from the date of the authorization to proceed by the Board. The preliminary schedules for the projects that are the subject of this Agreement are shown in Attachment G which is attached and incorporated herein.

**ARTICLE 15
DIVERSITY PLAN**

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

15.2 Prior to the execution of this Agreement, the Architect shall submit an Equal Employment Opportunity ("EEO") Policy Statement to the Board's Independent Compliance Officer (ICO) within ten (10) calendar days after receipt of a request therefore. This EEO Policy Statement shall contain, but not necessarily be limited to, and the Architect, as a precondition to entering into a valid and binding Agreement with the Board, shall, during the performance of this Agreement, agree to the following:

- a. The Architect will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and good faith efforts to employ and utilize minority group members and women in its workforce on the Agreement.
- b. The Architect shall state in all solicitations or advertisements for employees that, in the performance of this Agreement, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- c. At the request of the Board, the Architect shall request each employment agency, labor union or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Architect's obligations herein.

- d. Prior to the execution of this Agreement and within ten (10) calendar days after receipt of a request therefore, the Architect shall submit to the Board's ICO a staffing plan of the Architect's anticipated work force to be utilized under this Agreement or, where required, information on the Architect's total work force, including apprentices, broken down by specified ethnic background, gender and Federal occupational categories or other appropriate categories specified by the Board. The form of the staffing plan shall be supplied by the ICO.
- e. The Architect shall submit to the ICO a work force utilization report, in a form and manner required by the Board, of the work force actually utilized on this Agreement, broken down by specified ethnic background, gender and Federal occupational categories or other appropriate categories specified by the Board.
- f. The Architect shall agree to participate in the Business Opportunities Program. The Business Opportunities Program ("BOP") is designed to bring training, education and mentoring to eligible M/W/D/SBs resulting in a more competitive and diverse business capacity in the City of Rochester. The BOP's initiative brings together two distinct services – (1) Mentor-Protégé supported by comprehensive training and (2) Community Outreach & Engagement, created specifically as a catalyst for driving economic diversity growth.

The Architect will be provided an allowance of up to \$10,000 (Ten thousand dollars) (see Attachment C) to compensate for the firm's 'key staff' to provide periodic training / instruction /support activities related to the BOP initiative. This amount is over-and-above the compensation for Basic Services listed in subparagraph 11.1.1.

[Signature Page Follows]

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

Rochester Joint Schools Construction Board

By _____
Allen Williams - RJSCB Chair



By _____
Principal in Charge



Federal ID # _____

Date _____

Witness:

By _____ Date: _____

_____ [Print Name]

By _____ Date: _____

_____ [Print Name]

(If Corporation affix Corporate Seal)

Approved as to form:

Attorney for Rochester Joint School Construction Board By

Edward Hourihan, Jr., Esq. – General Counsel

SAMPLE AGREEMENT ATTACHMENT A PROVISIONS REQUIRED TO BE INSERTED BY LAW

The parties to the attached contract (hereinafter "the Contract" or "this Contract") agree to be bound by the following clauses which are hereby made a part of the:

1. **Executory Clause.** In accordance with Section 376 of the Education Law, the Board shall have no liability under this Contract to the Contractor or to anyone else beyond funds appropriated and available for this Contract.
2. **Non-Assignment Clause.** In accordance with Section 138 of the State Finance Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the Board and any attempts to assign the Contract without the Board's written consent are null and void. The Contractor may, however, assign its right to receive payment without the Board's prior written consent unless this Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **Workers' Compensation Benefits.** In accordance with Section 142 of the State Finance Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefits of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
4. **Non-Discrimination Requirements.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work; or for the manufacture, sale, or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex, or disability:
 - (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239, as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.
5. **Wage and Hours Provisions.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay as determined by the State Labor Department in accordance with the Labor Law.
6. **Non-Collusive Bidding Requirement.** In accordance with Section 139-d of the State Finance Law, if this Contract was awarded based upon the submission of bids, the Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further warrants that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the Board a non-collusive bidding certification on the Contractor's behalf.
7. **International Boycott Prohibition.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this Contract exceeds \$5,000, the Contractor agrees, as a material condition of this Contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of the Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the Contract's execution, such Contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR 105.4).

8. Records. The Contractor shall establish and maintain complete and accurate books, records documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"), The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the Board, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the state, for the term specified above for the purposes of inspection, auditing and copying. The Board shall take reasonable steps to protect from public disclosure any of the records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate Board official, in writing, that said Records should not be disclosed; and (ii) said Records shall be sufficiently identified; and (iii) designation of said Records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Board's right to discovery in any pending or future litigation.

9. Identifying Information and Privacy Notification.

(a) Federal Employer Identification Number and/or Federal Social Security Number.

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

(b) Privacy Notification.

The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property and the authority to maintain such information is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the Board and the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

The personal information is requested by the Board. The information is maintained in the New York State's Central Accounting System by the Director of State Accounts, Office of the State Comptroller, 110 State Street, Albany, New York 12207.

10. Conflicting Terms. In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Attachment "A," the terms of this Attachment "A" shall control.
11. Governing Law. This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
12. Prompt Payment Requirements. Timeliness of payment and any interest to be paid to the Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law. For the purposes of Article XI-A of the State Finance Law, the Rochester Joint School Construction Board's office whose mailing address is 70 Carlson Road, Suite 200, Rochester NY 14610, is the Board's designated payment office.
13. No Arbitration. Disputes involving this Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York, County of Monroe.
14. The Omnibus Procurement Act of 1992, as amended, requires that, by signing this Proposal, the Proposer certifies that whenever its Total Bid amount is greater than \$1,000,000.00: (a) it has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors on this Project, and has retained the documentation of these efforts to be provided upon request to the State; (b) it has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended; (c) it agrees to make reasonable effort, to provide notification to New York State residents of employment opportunities on this Project through listing any such positions with the Community Services Division of the New

York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Proposer further agrees to document these efforts and to provide said documentation to the State and the Fund upon request; and (d) it acknowledges notice that New York State may seek to obtain offset credits from foreign countries as a result of this Contract and agrees to cooperate with the State in these efforts. Documented efforts by a successful Proposer shall consist of and be limited to showing that such Proposer has:

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

SAMPLE AGREEMENT ATTACHMENT B PROGRAM VERIFICATION GUIDELINES (minimum)

1. Project Initiation
 - A. Introduce Team/Responsibilities/Contact Information
 - B. Discuss Baseline Issues
 1. Design (existing challenges, potential opportunities)
 2. Construction Degree of Complexity
 3. Social and Physical Context
 4. Technology Integration (REVIT and BIM)
 5. A/E Team's Design 'Draft' Schedule
(key decisions, Approvals, progress/final Milestones & Deliverables by Work Phases)
 - C. Initial Summary of Understandings & Submission
2. RCSD / User Interviews
 - A. Conduct "Kick-Off" Interviews
 - B. Analyze existing site and space utilizations
 - C. Develop Initial Space Program Summary (based upon Strategic Plan 'Test Fit')
 - D. Analyze potential site and space utilizations/flexibility
 - E. Initial Summary Findings (A-D above) Submission
3. Workshop(s) – as needed
 - A. Establish Building Advisory Committee (BAC) Meeting Schedule
 - B. Record BAC 'Input/Feedback' on Space Programming
 - C. Provide A/E Team's Final Space Program Summary Recommendations (i.e., reconciliation as needed)
 - D. Initial Summary Findings (A-C above) Submission
4. Program Verification/Concept Design
 - A. Assess Strategic Plan 'Test Fit' (pro's and con's)
 - B. Assess BCS Priorities and Probable Costs
 - C. Proposed Concept Alternatives (2-minimum)
 - D. Preliminary Probable Construction Cost Alignment
 - E. Update A/E Team's 'Draft Schedule'
 - F. Initial Summary Findings (A – E above) Submission
5. Preliminary Draft of Report
 - A. Consolidate and Summarize Work to Date
 - B. Finalize Concept and Recommendations
 - C. Present Summary of Draft to BAC
 - D. Present Summary of Draft to RCSD Facilities Design Group
 - E. Document all Feedback and Submit Report to Program Manager for Final Review/Comment
6. Final Program Verification Report
 - A. Incorporate Final Review Instructions into Final Report
 - B. Present Program Verification Update to School Superintendent (or designated representatives)
 - C. Present Program Verification Update to RJSCB (if requested)

SAMPLE AGREEMENT ATTACHMENT C

SCOPE OF SERVICES, DIVERSITY REQUIREMENTS, BUSINESS OPPORTUNITY PROGRAM

GENERAL:

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

The Architect’s Basic Scope of Services is as outlined in Articles 1 and 2 of this Agreement. Additional Services, in accordance with Article 3, are not included in the Basic Services unless so identified in Article 12 of the Agreement, or required due to the fault of the Architect or the Architect’s failure to perform in accordance with the terms of the Agreement. Those services deemed to be outside Basic Services shall be paid for by the Board as provided in the Agreement in addition to the compensation for Basic Services.

Services performed by the Architect and / or their consultants shall be in accordance with the Design Document Standards as outlined in Attachment F and Deliverables, as shown in Attachment J.

DIVERSITY REQUIREMENTS AND BUSINESS OPPORTUNITIES PROGRAM (BOP):

The Board recognizes the need to take action to ensure that minority and women-owned business enterprises, disadvantaged and small business enterprises, and minority and women employees and principals (M/W/D/SBEs) are given the opportunity to participate in the performance of contracts of the Board.

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 Board fosters and promotes the participation of such individuals and business firms in contracts with the Board. 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 Board 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.

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 Board contract of \$25,000 or more (\$100,000 or more for construction services) shall agree to comply with the following workforce diversity rules and requirements:

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

The Board 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 Board contract of \$25,000 or more (\$100,000 or more for construction services) shall agree to engage qualified minority-owned, women-owned, disadvantaged business entities and small business entities to assist in the completion of all work under any such contract. With each contract of \$25,000 or more (\$100,000 or more for construction services), the selected contractor, supplier, professional service firm and/or other business entity agrees to provide for the following:

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

The Board reserves the right to revise, adjust and/or modify the above goals for contracts awarded at a later date for contracts awarded in Phase 2 of the RSMP.

The process to substantiate unsuccessful pursuits to establish teaming relationships for this proposal in terms of Equal Opportunity outreach (confirming that prospects elected to decline for any Diversity Category for which the proposed team falls short of the goal) must be documented and submitted to the Independent Compliance Office (Baker Tilly, attention Brian Sanvidge at 515-330-7816) at the latest upon the A/E Design Team's notification of having been short-listed for an interview.

To help meet the above objectives, the Business Opportunities Program ("BOP") is designed to bring training, education and mentoring to eligible M/W/D/SBE's resulting in a more competitive and diverse business capacity in the City of Rochester. The BOP's initiative brings together two distinct services – (1) Mentor-Protégé supported by comprehensive training and (2) Community Outreach & Engagement, created specifically as a catalyst for driving economic diversity growth.

The BOP is intended to increase the number of certified M/W/D/SBE's capable of bidding on construction contracts, educate and train business owners in specific construction related areas, and to improve the small contractors' management, organization and overall skills by teaching them new strategic tools to support the growth of their businesses.

The Architect shall be required to provide the firm's 'key staff' that can perform periodic training /instruction /support activities related to the RJSCB's new Business Opportunities Program (BOP) initiative along with the key personnel provided in accordance with subparagraph 1.1.9. , as follows: "The Architect will be provided an allowance of up to \$10,000 (Ten thousand) dollars (see Attachment C) to compensate for the firm's 'key staff' to provide periodic training / instruction /support activities related to the BOP initiative. This amount is over-and-above the compensation for Basic Services."

SAMPLE AGREEMENT ATTACHMENT D PAYMENT FOR SERVICES

GENERAL:

Payments following the completion of the Program Verification Phase for work on subsequent phases authorized by the Board are due and payable thirty (30) days from the date the Architect's invoice is received and approved by the Program Manager and the Board.

For additional costs not included in the lump sum fee that are reimbursable at cost (i.e. no markup), such items will not be payable unless the monthly invoices include receipts and detailed backup of the actual costs incurred for providing these additional services.

For the Architect's services included in the Basic Compensation Fee, the Board shall compensate the Architect in accordance with the following not-to-exceed breakdown by project phase. Reimbursable expenses shall be billed each month as they occur and shall, together with the progress payments, not exceed the totals specified in Article 11 without prior Board approval.

Progress Payments for the services in each phase shall total the following percentages of the total Basic Compensation payable:

- Program Verification Phase: five percent (5%)
- Schematic Design Phase: fifteen percent (15%)
- Design Development Phase: twenty percent (20%)
- Construction Documents Phase: thirty-three percent (33%)
- Bidding or Negotiations Phase: two percent (2%)
- Construction Phase, including Commissioning: twenty-two percent (22%)
- Post Construction Phase: three percent (3%)
- Total Basic Compensation: one hundred percent (100%)

In the event of a Material Change in the scope of the Project or the Architect's services, the Architect shall continue to perform in accordance with the terms of this Agreement during the course of any renegotiation of the Architect's compensation hereunder.

COMPENSATION FOR ADDITIONAL SERVICES:

For On-Site Project Representation beyond Basic Services, as described in subparagraph 3.2 of the Agreement, compensation shall be billable at the rate as accepted by Program Manager and mutually agreed upon at such time by the Board and Architect.

For Optional Additional Services of the Architect, as described in subparagraph 3.4 and Article 12 of the Agreement, other than (1) Additional Project Representation, as described in Paragraph 3.2, and (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be as mutually negotiated and agreed upon between the Owner and Architect prior to commencement of the Work. Minor delays in the design schedule shall not be the basis for a claim for additional services and major delays in either the design or construction schedule shall only allow for compensation for the actual costs associated with additional staff time and expenses incurred by Architect and its consultants caused by the delay.

For Additional Services of Consultants, including additional structural, mechanical and electrical engineering services and those provided under subparagraph 3.4 of the Agreement or identified in Article 12 of the Agreement, as part of Additional Services, compensation shall be billable at a multiple of one point one (1.1) times the amounts billed to the Architect for such services.

OTHER:

The Business Opportunities Program (BOP) amount billed hourly for services rendered, not-to-exceed \$10,000.00 over the entire contract.

REIMBURSABLE EXPENSES:

For Reimbursable Expenses, as described in subparagraph 10.2 of the Agreement, and any other items included in Article 12 of the Agreement as Reimbursable Expenses, a multiple of one point zero (1.0) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified in the following clauses. Expenses not expressly identified herein as Reimbursable shall be considered a cost of the Architect's business and included in the Basic Services Fee.

- Expenses in connection with authorized out-of-town travel that is directly related to the Project and fees paid for securing approval of authorities having jurisdiction over the Project are eligible. Reimbursable Expenses payable to Architect hereunder may not exceed the sum listed in Article 11 of the Agreement without prior written consent of Owner. All requests for reimbursement or Reimbursable Expenses shall be accompanied by receipts for such expenses, or, in lieu of receipts, other evidence satisfactory to Owner. Design Team members who live out-of-town from the Project site shall not be reimbursed for travel, meals, lodging, tolls, mileage or other expenses in connection with daily travel to/from the worksite.
- Expense of reproductions, express deliveries, and handling of drawings, specifications and other documents, including expenses incurred in assisting the Program Manager and Construction Manager with the preparation of the bid packages, clarification of items within the Contract Documents and reproduction of documents are only eligible for reimbursement when requested by RJSCB beyond required submissions.
- Except as set forth in subparagraph 12.7 of the Agreement, the expense of renderings and mock-ups requested by the Board.
- Expense of additional insurance coverage or limits including professional liability insurance, requested by the Board in excess of that described in subparagraph 9.11 of the Agreement.

SAMPLE AGREEMENT ATTACHMENT E HOURLY RATES

Per the terms of Article 3, Subparagraph 10.4.2 of this agreement, approved Additional Services provided by Architect shall be compensated per the following hourly rates.

TITLE	RATE
Principal	■
Senior Architect	■
Architect III	■
Architect II	■
Architect I/CAD Technician	■
Project Manager	■
Project Designer	■
Other/Non-Admin	■

SAMPLE AGREEMENT ATTACHMENT F INSURANCE REQUIREMENTS

1.0 Insurance Policies:

The Architect, for work on this program, will have the following insurance requirements. All respondents are presumed to be able to meet these requirements:

Commercial General Liability Limits

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

Business Automobile: \$1 million per accident

Professional Errors and Omissions Liability Insurance: \$2 million per claim / \$3,000,000 aggregate

Workers' Compensation: Statutory amount

Employer's Liability: \$500,000

Excess/Umbrella (for general aggregate and auto liability only): \$5,000,000

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

All liability policies (excluding workers' compensation and professional) shall also include the following as additional insured on a primary and non-contributory basis: Rochester Joint Schools Construction Board (RJSCB); the City of Rochester; the Rochester City School District (RCSD); Savin Engineers, P.C.; Gilbane Building Company; the County of Monroe Industrial Development Agency ("COMIDA" or another capital bonding agency to be named by RJSCB); and U.S. Bank National Association (or another Trustee to be named by the RJSCB). A waiver of subrogation in favor of Rochester Joint Schools Construction Board (RJSCB); the City of Rochester; the Rochester City School District (RCSD); Savin Engineers, P.C.; Gilbane Building Company; the County of Monroe Industrial Development Agency ("COMIDA" or another capital bonding agency to be named by RJSCB); and U.S. Bank National Association (or another Trustee to be named by the RJSCB) applies to general liability; automobile liability; umbrella and worker's compensation (GL additional insured, ongoing & completed operations, form CG2010 1185 or equivalent - to be attached to certificate). Copies of all additional insured/primary-noncontributing/waiver of subrogation endorsements must be attached to certificate. Policies shall include a 30-day notice of cancellation to Rochester Joint Schools Construction Board (RJSCB). Copies of all other endorsements to be attached to the certificate.

Indemnification & Hold Harmless:

The Architect will be required to indemnify and save harmless the RJSCB, the City of Rochester, the Rochester City School District, Savin Engineers P.C., Gilbane Building Company, the County of Monroe Industrial Development Agency ("COMIDA" or another capital bonding agency to be named by RJSCB and their officers, agents, and employees.

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

**SAMPLE AGREEMENT ATTACHMENT G
PRELIMINARY SCHEDULE MILESTONES**



Anticipated Milestone:

Submit Program Verification to SED

Submit SD Construction Estimate to SED

SED Final Approval (on or before)

Start Construction Phase/Review Submittal Schedule/Review Construction Master Schedule

Construction Completion/Occupancy

Review/Submit to SED Project Close-Out Documents

Review/Complete Project Warranty Inspections

Anticipated Date:



SAMPLE AGREEMENT ATTACHMENT H DESIGN DOCUMENT STANDARDS

SCHEMATIC DESIGN MINIMUM STANDARDS:

Documents and Reports

- A/E Agreement scope, and/or schedule modifications (if any)
- Update /distribute for record any final Program Verification Report modifications, per Board approval
- Code analysis - code compliance, ADA, occupancy, fire resistive rating, fire protection and structural adequacy
- SED Manual of Planning Standards
- Geotechnical reports including soils condition analysis and site environmental conditions analysis
- Site survey report
- Existing conditions documentation necessary for design completion
- Traffic study report
- Hazardous materials' effects on design
- The following systems outline specifications including proposed materials, systems and design criteria
 1. Structural
 2. Equipment
 3. Fire Protection
 4. Plumbing
 5. HVAC
 6. Electrical
- Description of the building envelope; wall systems, window types, glazing types, thermal requirements, and roofing systems
- A schedule of typical interior finishes; doors, hardware, partitions, ceilings, flooring, and wall finishes
- A description of special finishes required per Program: café, auditorium, gym, pool, exercise, computer, etc.
- Description of specific ADA handicap requirements inside and outside of the building
- Review of computer cabling, telecom, network Educational Technology design criteria, and analysis of effects on Design Program
- Energy study and life cycle cost analysis necessary for submission to the Owner and filing per SED requirements
- Security issues narrative for design
- FF&E program description and preliminary budget

Drawings

- Site Plan showing the relationship between new and existing structures/utilities, traffic flow, existing and proposed contours, landscaping features, roads, walks, and utility connections, easements and encroachments
- Typical floor plans, indicating the relationship of new construction and existing renovation (if applicable)
- Typical floor plans assigning room and space names, clearly indicating program use. Room/Name/Number system
- Typical floor plan showing fire and smoke partitions
- Roof plans, indicating type of design and proposed system
- Elevations, showing all sides of the new and/or existing building
- Diagrammatic sections, indicating floor elevations and internal building construction (schematic)
- Equipment and furnishing drawings that may influence general and MEP design
- Preliminary perspective and building model (optional)

DESIGN DEVELOPMENT MINIMUM STANDARDS:

Following is the documentation that is required for completion of the Design Development Phase:

- Drawings sufficient to fix and illustrate the project scope and character in all essential design elements
 - Outline specifications
 - Recommendations for phasing of construction
 - Site Plan(s)
 - Landscape Plan
 - Elevations, buildings and wall sections
 - Updated three-dimensional line drawings
 - Engineering drawings and calculations

SPECIFIC SUBMITTAL CRITERIA

Drawings

1. Title sheet with drawing Index, Vicinity map, project name, project number, listing of consultants with addresses, identification of the Board, RCSD, Program Manager and the name and address of the Architect of Record.
2. Architectural drawings shall include dimensioned floor plans with all details reference symbols. Each floor plan is to clearly designate scope of work under this contract in a different manner from existing construction, work by others and work which not a part of this scope.
3. All drawing sheets are to carry the title "100% Design Development Submittal" and the submittal date in the title block.
4. All finishes and material selections are to be designated. Submit a complete Finish Schedule for all spaces.
5. Components elevations (Doors, Windows etc.), schedules and legends are to be included for all major portions of the design.
6. Floor plans with the composite design for all rooms within a building wing shall be submitted. Enlarged "Typical Rooms" for each room type shall be submitted for all disciplines (A/C/S/M/E/P).
7. Any partial floor plan and/or wing plan of the building or a floor must carry an associated "key plan" for reference.

Outline Specifications

1. The outline specifications are to be bound and submitted with a table of contents. Page numbers and quantity of pages are to be shown.
2. The Architect's stamp (seal) is to appear on the front cover. The front cover is to include the Owner's name, Architect's names, project name, project number, the title "100% Design Development Submittal" and the submittal date.
3. Any front-end document prepared by the Architect is to be submitted. In the table of contents, reference all Board or other required documents, and insert colored sheets at the appropriate locations where these documents would go. Title each colored sheet.
4. The "Summary of Work" will be submitted in a full draft form. The Summary of Work shall include the following:
 - Related documents
 - Project Description
 - Existing Conditions
 - Demolition
 - Continuous Operation of Existing M/E/P systems
5. Divisions 2-18 specification sections are to include Part 1- General, Part 2- Products and Part 3 - Execution. Product descriptions for all intended materials, products and equipment are to be indicated with three or more manufacturers even if a Performance specification is utilized.

Site Plan(s)

1. Drainage scheme and proposed collection systems are to be indicated.
2. All existing sewer, water, electrical, telephones cable and gas lines are to be shown and sized. New lines or connections are to be shown and detailed.
3. All new site improvements are to be shown.
4. Electrical transformers, cooling towers, and other major equipment are to be shown and detailed.
5. New and existing paving with handicapped accessibility are to be clearly shown.
6. Existing and new fencing are to be shown.
7. Existing and new site lighting are to be shown.

Landscape Plan

1. Adequate in detail to show planting types and species, preliminary details shown and related site design items illustrated.
2. Prepared by a Landscape Architect licensed in the State of New York.

Engineering Drawings

1. All mechanical rooms, boiler rooms, electrical vaults(s), electrical closets and distribution rooms are to be drawn to a large scale with all new existing equipment, panels and major feeds shown.
2. Fire alarm and sprinkler systems drawn, and main panels are to be shown in elevation.
3. Show security system and cameras.
4. Show lighting and power plans with legends and schedules.
5. Show all sub-panels and distribution boards with legends and schedules.
6. Show Plumbing and Mechanical plans with legends and schedules.
7. All civil and structural components are to be detailed, dimensioned and referenced back to architectural drawings.
8. Submit backup calculations for all loads, major equipment sizes and pipe sizes. *

Code Compliance*

List all current and applicable codes for the project.

List all review and permitting agencies that are applicable to this project.

Calculate and submit all exiting requirements, rated corridors and required number of stairs.

Update Code Compliance as part of the Final Construction Drawings, per SED Standards.

**Indicates that these items are to be bound together in a separate manual with a table of contents and dividers.*

CONSTRUCTION DOCUMENT MINIMUM STANDARDS:

Documents for the Construction Document Phase shall be based on the approved Design Development Documents and shall include, but not be limited to, the following:

- CAD plan sheets, including all reflected ceilings, roof, basement, and incidental areas with all column lines and column line dimensions identified. The roof plan will show all necessary slopes, pitches, equipment, access doors, plumbing vents, risers, and any equipment needed to be taken into account prior to submission of construction bids.
- It is recommended that a common elevation system be used for all construction disciplines. If not, provide benchmarks on respective discipline plans (i.e., how an architectural elevation benchmark relates to civil/site elevations, and vice versa).
- On respective floor plans, all rough openings for windows, louvers, and exterior doors should be shown.
- On respective floor plans, all spaces be fully identified, labeled, dimensioned, and numbered.
- On respective floor plans, all pitched or depressed floors shall be clearly identified.
- For each space, provide a schedule of material finishes. All finishes for floors, bases, walls, ceilings and ceiling heights (if not shown on reflected ceiling plans) should be clearly referenced to appropriate details and/or specifications for material selection and installation requirements. Where multiple finishes are required for a common space, those details should be clearly defined either by narrative or large scale (1/4"=1'0") detail.
- For all doors, provide a schedule of materials and appropriate references. Each door on the plan set should be identified. Proper elevations and/or specification sections should be present and properly referenced by the schedule. The information contained with the schedule should identify for each door:
 - a. The door type & material.
 - b. The frame type & material.
 - c. The door and frame fire rating per the code analysis.
 - d. Glazing requirements.
 - e. Hardware requirements.
 - f. Jamb, head, and sill details.
 - g. Any other pertinent or special requirements required for that door type.
- Exterior Elevations shall be provided and referenced, showing:
 - a. The relationship between finish grade, floor to floor heights, cladding, parapets, towers, roofs, and other building structures.
 - b. Window types, louver types, light fixtures, and miscellaneous metal enclosures for MEP equipment.
 - c. Material selections for exterior finishes, referenced to appropriate details and/or specifications.
- All windows and louvers shall be referenced to details or specifications by type, where dimensions, construction, materials, finishes, head, jamb, sill and any other pertinent design criteria are clearly defined.
- Building sections shall be provided and referenced, showing: the relationship between floors, floor thickness, ceilings, and building structure.
- Interior elevations should be shown for all bathroom, entrance and public areas where disparate finishes and mounting heights for applicable equipment should be distinguished.
- Exterior wall sections shall be provided and referenced where wall type, material characteristics (i.e., flashings, sealants, blocking, etc.), differences in elevation, or where functionality of a building system (i.e. windows, or wall sleeve for mechanical equipment) needs to be identified.
- All wall and partition types should be identified. A corresponding schedule of partition types should be referenced.
- All stairs shall be identified and referenced to large scale details including, if applicable, number of risers, types of nosings, treads, railings, balustrades, entrance mats, finishes and life safety features.
- All Millwork, Casework, and Specialty Display Equipment should be referenced to details and specifications. Custom wood products should be identified in large scale elevations, have cross sections where necessary to clarify the extent of material selections, dimensions and finishes.
- All shafts, elevators, escalators, shall be identified and referenced to large scale details and/or specifications.
- All plan sheet details for other miscellaneous architectural features (i.e. soffits, recessed cabinets, etc.) shall be clearly identified. All plan sheet details should be used and referenced.

Structural Design Minimum Documentation:

- 1/8" = 1'-0" scale CAD plan sheets, including all foundation, floors, roof, and incidental structures such as towers and/or support services buildings should be included.
- Foundation system design (Note: For the various systems, typical criteria concerning footings, slabs, reinforcing is not repeated. Where multiple systems are used, common structural elements shared by the various systems should be shown.)
 - a. Sheeting & shoring requirements
 - Scaled plan locating sheeting. Details & elevations should be provided and referenced.
 - Quantifiable tie-back systems, if required, should be provided and referenced.
 - b. Spread Footing / Mat Slab Design
 - Scaled plan (1/8" preferred) indicating isolated footings, continuous footings, slabs on grade and foundation walls. Slab elevations and bottom of footing elevations noted. Dimensions should be provided on details when not listed on plan sheets.
 - Schedule of isolated footings, by type, indicating size and reinforcing requirements. All isolated footings on the plan sheets should be referenced to the schedule. For reinforcing requirements or isolated footings with unusual geometry, sectional views should be shown.
 - Continuous footing details indicating sizes and reinforcing requirements. Where changes in continuous footings occurred, detail or sectional references should be provided. For reinforcing requirements or continuous footings with unusual geometry, sectional views should be shown
 - Foundation wall & pier conditions indicating sizes & reinforcing requirements should be scheduled and referenced. Sectional views should be shown.
 - Slab on grade should indicate top of slab elevation, slab thickness, pitch, depressions thickness and area, and reinforcing requirements. Sectional views should be shown
 - Waterproofing and foundation drainage requirements should be referenced in details and/or specifications.
 - c. Pile / Caisson Design
 - Scaled plan (1/8" preferred) indicating pile/caisson sizes & quantities, caps, grade beams, slabs on grade and foundations walls. Slab elevations and bottom of cap / grade beam elevations noted.
 - Length of piles/caissons including amount of rock socketing.
 - Type of piles with loading criteria referenced to details and/or specifications.
 - Pre-auguring requirements referenced to details and/or specifications.
 - Casing requirements referenced to details and/or specifications.
 - Types, number of tests, and locations of tests shown on the plan sheets, and referenced to details and/or specifications.
 - Provide a schedule of typical cap and grade beam designs indicating sizes and reinforcing requirements. All grade beams should be labeled and referenced to the schedule.
 - d. Slurry Wall Design
 - Scaled plan (1/8" preferred) indicating slurry wall layout, slabs on grade and any additional foundation walls. Slab elevations and top of slurry wall elevations noted.
 - Slurry wall material composition should be referenced by notes, details and/or specifications.
 - Length of slurry wall including amount of rock socketing.
 - Thickness of slurry wall with reinforcing requirements.
 - Section showing guide wall requirements. Provide multiple sections, if required.
 - Quantifiable tie-back systems, if required, should be provided and referenced.
 - Types, number of tests, and locations of tests shown on the plan sheets, and referenced to details and/or specifications.
- Main Structural System Design
 - a. Steel Structural Systems
 - Scaled plans (1/8" preferred) indicating layout structure, column lines, column line dimensions, elevations of floor slabs, piece types & sizes, moment connections and bracing locations. Slab elevations noted.
 - A column schedule should be provided, showing relationship of columns from foundation to roof, column sizes, connection details, and base plate details. All applicable details should be provided and referenced.
 - Bracing labels should be shown on the plan sheets and referenced to elevations. Beam sizes and connection details at the braces should be identified and referenced.
 - Girder & truss elevations with members sized.
 - Skylight and curtain wall supports should be shown and referenced to details and/or specifications. The criteria for curtain wall wind bracing loads and criteria for skylight supports design should be provided for independent shop drawing confirmation.

- Tie-rod & cable requirements should be shown; applicable references to details and/or specifications should be provided.
 - Connection details should be shown; applicable references to details and/or specifications should be provided.
 - Exterior wall sections/details should be provided and referenced. Wall section references should be provided when wall construction changes.
 - Framing at floor & roof openings should be shown.
 - Beam opening locations for MEP or other equipment/infrastructure should be shown. Criteria for beam openings, by a schedule, specification, or detail, should be provided and referenced.
 - Slab depressions, equipment support, roof screen support, window washing anchorage, satellite dish support, should be shown; references to details and/or specifications should be provided.
 - Slab locations, top of slab elevations, thickness, reinforcing and deck type/size should be shown and referenced to details and/or specifications.
 - Type of deck closure relative to light gauge or bent plate material should be shown and referenced to details and/or specifications.
 - Number of deck shear connectors should be noted.
 - Spray fireproofing or concrete encasement should be shown on the plans, plan sheet notes, details and/or specifications.
 - Any additional secondary framing requirements noted. (i.e. mezzanines, stages, stairs, ramps, etc.) Should be shown with all members, connections, bracing labeled and/or scheduled.
 - Priming / painting criteria should be listed in plan sheet notes or in the specifications. Any structural steel in an exposed location should be noted if special preparation for finishes is required.
- b. Cast-in Place Concrete Systems
- Scaled plans (1/8" preferred) indicating layout of floor slabs, openings, column lines, and column line dimensions, slab type & sizes and structural wall locations. Slab elevations noted.
 - A schedule of cast in place columns should be provided. Sections and reinforcing requirements should be referenced to details and/or specifications.
 - Structural wall, beams & column drop sections & details with reinforcing requirements should be referenced to details and/or specifications.
 - Structural girder sections & details with reinforcing requirements should be provided.
 - Embed items such as loading dock angles, sleeves, steel support plates, etc. should be shown on plans, and referenced to details and/or specifications.
 - Slab placement criteria should be defined and referenced.
 - Finishing & curing criteria should be defined and referenced.
- c. Structural Precast Systems
- Scaled plans (1/8" preferred) indicating layout of floor slabs, openings, column lines, and column line dimensions, slab type & sizes and structural wall locations. Slab elevations noted.
 - A schedule of cast in place columns should be provided. Sections and reinforcing requirements should be referenced to details and/or specifications.
 - A schedule of structural wall, beams & column drop sections & details with reinforcing requirements should be referenced to details and/or specifications. Otherwise, sectional views representing the same information should be provided and referenced to the plan sheets.
 - Structural girder sections & details with reinforcing requirements should be identified and referenced to details and/or specifications.
 - Stair element system should be identified and referenced to details and/or specifications.
 - Exterior wall sections/details should be provided and referenced. Wall section references should be provided when wall construction changes.
 - Framing at floor & roof openings should be shown.
 - Beam opening locations for MEP or other equipment/infrastructure should be shown. Criteria for beam openings, by a schedule, specification, or detail, should be provided and referenced.
 - Embed items such as loading dock angles, sleeves, steel support plates, etc. should be shown on plans, and referenced to details and/or specifications.

- d. Wood / Light Gauge Framing Systems
 - Scaled plans (1/8" preferred) indicating layout of floor framing, openings, column lines and structural wall locations. Slab elevations noted.
 - Wood species, sizes and rating requirements required for all framing elements.
 - Metal stud and joist sizes and gauge should be shown and referenced to details and/or specifications.
 - Connection points should be shown and referenced to details and/or specifications.
 - Truss elevations should be shown with all members labeled and connections points identified.
- Final structural design criteria
 - a. Live load criteria should be listed on the plans and/or specifications.
 - b. Dead loads criteria should be listed on the plans and/or specifications.
 - c. Wind load criteria should be listed on the plans and/or specifications.
 - d. Special provisions for concentrated loads, openings & equipment loads should be listed on the plans and/or specifications.
 - e. Deflection & vibration control should be listed on the plans and/or specifications.
 - f. Thermal movement control should be listed on the plans and/or specifications.
 - g. Subsurface waterproofing should be listed on the plans and/or specifications.
- The following foundation design criteria and/or quantities should be shown on the plans and specifications
 - a. Soil bearing capacity.
 - b. Boring & test pit data.
 - c. Water table data.
 - d. Contaminated soil removal criteria.
 - e. Potential subsurface obstruction allowance established.
 - f. Potential rock / ledge removal.
- Critical coordination clearances
 - a. Sections at critical clearance areas with detailed dimensions should be shown on the plans and/or referenced to appropriate details.
- Specifications or materials lists
 - a. Specifications are expected to indicate material and installation requirements by major structural components.
 - b. Specifications sections to be issued include, but are not limited to:
 - Earthwork
 - Cast-in-place Concrete
 - Structural Precast Concrete
 - Reinforcing
 - Structural Steel
 - Steel Joists
 - Metal Decking
 - Light Gauge Metal Framing
 - Metal Stairs & Railings
 - Rough Framing - Carpentry

Mechanical Design Minimum Documentation:

- HVAC System
 - a. Heating and cooling design load calculations. These should be redundant at this point.
 - b. Air and water system balancing criteria should be shown on the plans and/or specifications.
 - c. Equipment locations should be shown and units referenced to an equipment schedule. The schedule should indicate representative manufacturer's name, model number, size, capacity, utility connections and/or characteristics, and capacities. Recommend showing pad, structural support, or vibration control via detail, schedule description, or specification.
 - d. Mechanical infrastructure layouts
 - Size, location and routing of major ductwork should be shown, with all bends, tees, flexible connections, volume, smoke, fire dampers identified. Details for duct fittings, connections, and relationship of dampers to walls and/or access doors should be provided and referenced. This should be the case for all supply, return, and exhaust systems.

- If plan view is too congested or unclear, a single line diagram of branch ductwork, with sizes and capacities, heating zones, VAV boxes etc. should be provided.
- Size, location and routing of steam and/or heating water piping should be shown. Details for terminal unit connection, including all shutoff valves, check valves, balancing valves and/or ports, gauges, units, etc. should be provided and referenced.
- e. Required space for equipment should be identified. Provide small scale plans (1/4"=1'0") for especially congested or unclear piping areas.
- f. Required chases and clearances should be identified.
- g. Acoustical and vibration control should be referenced to plan sheet notes and/or specifications.
- h. Temperature control system description should be provided in the specifications.
 - Plan sheet should indicate locations of temperature control equipment (i.e. main control and zone control panels, thermostats, humidistats, piping or duct sensors, motorized valves, variable frequency drives, etc.)
 - A temperature control schematic should be provided, as well as a description of the system sequence of operation.
- Plumbing
 - a. On the plan sheets, show location and size of incoming services (i.e. gas, water, storm, sewer, etc.).
 - All plumbing fixtures, including roof drains, floor drains, storage tanks, hot water heaters, etc. should be located and labeled on the plan sheets. Details of relationship between drains and flooring and/or roofing systems should be identified.
 - All fixtures and drains should be referenced to an equipment schedule and/or specifications. Schedule/specifications should contain representative manufacturer, model number, and utility connection types and sizes.
 - b. Recommend showing pad, structural support, or vibration control via detail, schedule description, or specification.
 - c. Size, location and routing of hot water, cold water, recirculation lines, gas lines, waste piping and any other incidental plumbing system should be shown. Details for equipment unit connection, including all shutoff valves, traps, water hammer arrestors, gauges, etc. should be provided and referenced.
 - d. Provide hot and cold water, sanitary, and storm system riser diagrams.
- Fire Protection System
 - a. Provide basis for fire protection system calculations.
 - b. On the plan sheets, show location of incoming fire protection service. If applicable, show site fire loop, shutoff valves, hydrants, fire department connections, thrust blocks, etc. If not shown here, the system should be shown on the site utility plan.
 - c. Locate fire pump, compressor and other incidental equipment. Provide representative manufacturer, model number, size and capacity.
 - d. Show location of all standpipes, drain lines and test stations. Configuration of shutoff valve, fire department valves and recessed cabinets, check valves, tamper and flow switches should be referenced to details and/or specifications.
 - e. Provide layout of sprinkler system on plan sheet. Identify diameter of pipe runs 2" and over.
 - f. Indicate type of sprinkler head (concealed, exposed, upright, etc.)

Electrical Design Minimum Documentation:

- General note: Major equipment, such as panelboards, fire alarm panels, lighting equipment, sound systems, etc. all shown on common sub-discipline plan sheets.
- Power system
 - a. On the plan sheets, provide sizes and locations for conduits and wires of incoming electrical service(s). If applicable, provide a site plan showing all transformers, substations, duct banks, site lighting and conduit, manholes, hand holes and remote power requirements. If not shown here, it should be shown on the site layout.
 - b. Provide a single line riser diagram of both normal and emergency power (if applicable). Identify all generators, UPS systems, main electrical cabinets, motor control centers, panelboards, load centers transformers, disconnect switches, enclosed circuit breakers and/or motor starters above 100 amps, and termination of equipment. Riser should show all conduits, wire sizes and encasement requirements. All riser equipment should be completely referenced to respective schedules and/or specifications.
 - c. Provide locations for all special receptacles, outlets, hardwire equipment locations and rough-ins. Identify feeder types and panelboard circuit and references for each terminal device.
- Lighting System
 - a. On plan sheets, show physical location of all light fixtures, lighting or dimming cabinets, time clocks and other incidental lighting system components. Provide wiring diagrams or schematics where relays or extensive switching means are required. Identify feeder types and panelboard circuit references for each lighting fixture and/or circuit.
 - b. Provide light fixture schedule with representative manufacturer's fixture type, model number, lamp and/or ballast requirements.
 - c. Provide physical location of light switches, occupancy sensors and /or control cabinets. Provide wiring diagrams for extensive switching means are required.

- Fire Alarm System (Including special requirements)
 - a. Minimum: Descriptive specification section identifying building code requirements by space, explanation of equipment and breakdown.
 - b. Minimum: Single line riser diagram identifying all fire alarm system components including smoke detectors, duct smoke detectors and equipment shutdown controls, heat detectors, separate elevator recall system (if required), horns, horn strobes, strobe lights, evacuation speakers, annunciator panels, building layout panel, main fire alarm control panel, type of system wiring (Class A, B).
 - c. Preferred: Plan sheet layout showing physical location of each device corresponding to the riser diagram. All equipment requiring line voltage to have circuit size and panelboard circuit references provided.
- Call for Aid (including any special requirements)
- Public Address System (including any special requirements)
- Tel/Data systems (including any special requirements)
 - a. If cable trays or dedicated empty conduits are required, they should be shown on the plan sheets.
 - b. Data drop and clock locations are required, wiring and backboard locations for security cameras, Smart Boards, or video projector mounting.

Civil Design Minimum Documentation:

- Site Plan showing buildings, paving walls, curbs, retaining walls and property lines and all site materials should be shown and referenced to details and/or specifications.
- Site lighting layout.
- Boring information.
- Sections through paving, walkways and curbs should be shown and referenced to details and/or specifications.
- Site drainage pattern and location of utilities and points from which services will be run to the building. Sizes of manholes, invert elevations, and utility sizes, capacities and materials should be identified.
- Indicate all underground utilities and services existing and proposed.

Landscape Design/Documentation Service:

- Landscape plan showing types and quantities of planting per the Owner's standards.
- Plans showing existing grades in relation to finish grades.
- Parking layouts.

Food Service Design/Documentation Service (coordinate with Owner's food service design consultant):

- $\frac{1}{4}'' = 1'-0''$ scale on plan sheets, if possible. No smaller than $\frac{1}{8}''$ scale. Plan sheet to show relationship of food service equipment to building structure.
- Provide an itemized schedule for all food service equipment including unit description and utility requirements (i.e. sizes and/or types of connections for hot water, cold water, drainage, steam, gas, electrical, etc.).
- Identify areas on plan sheet where food service equipment requires changes in floor conditions (i.e. depressed slabs, pitched floors, etc.).
- Provide specification section describing equipment, including manufacturer's part number and description, approved equals (if appropriate) and quantity of units to be provided.

Interdisciplinary Document Review Coordination (coordinate with Owner's IDC consultant):

- Refer to subparagraphs 2.4.2 and 12.11 for Architect responsibility.

SAMPLE AGREEMENT ATTACHMENT I SCHEDULE OF VALUES FOR SERVICES

1) Basic Design Services		2) Fee Breakdown	3) %
	Program Verification		5%
	Schematic Design Phase		15%
	Design Development Phase		20%
	Construction Document Phase		33%
	Bidding or Negotiations Phase		2%
	Construction Phase		22%
	Post Construction Phase		3%
	Total		100%
Additional Design Services			
1	Building Scanning (Digital)		
2	Measured Drawings		
3	As Built/Record Reproducible Drawings		
4	Hourly Rate Additional Services (Allowance)		
5	Estimating Services (beyond Schematic Design)		
	Other		
Subtotal Additional Services			
Consultant Allowances			
	Site Survey/Boundary/Utility		
7	Acoustical Consultant		
8	Energy Modeling Consultant		
9	FF&E Consultant		
10	Hazmat Survey & Testing		
11	Geotechnical Consultant		
12	Traffic Study		
13	SWPPP		
14	Swing Space Coordinator		
15	Selective Demolition/Investigation Allowance		
16	Lighting Consultant		
17	AV/Theater Consultant		
18	Code Review Consultant		
Subtotal Consultants			
Other Allowances			
19	Reimbursable Expenses Allowance		
20	Business Opportunity Program (BOP) Allowance		
21	Additional Approved Printing Allowance		
Subtotal Allowances			
Total of Table (lines 1-21)			
Total Basic Design Services Fee			
TOTAL OF BASIC DESIGN SERVICES, ALLOWANCES & ADDT'L SERVICES			

SAMPLE AGREEMENT ATTACHMENT J CHECKLIST OF CONTRACT DELIVERABLES

This checklist is meant to be a guide to the deliverables owed under this contract. It is not to be construed as all-inclusive for everything contained within this Agreement.

Article	Sub-paragraph	Service	Deliverable
	Basic Services:		
1.0	1.1.3	Architect's services	Schedule of Basic Services
2.0	2.2.1	Program Verification Phase	Educational Specification
	2.2.1		Forensic testing program
2.0	2.2.2	SD Phase	Site survey
	2.2.3		Cost implications/MCA & EPC analysis
	2.2.4		List of key personnel
	2.2.5 / 2.2.9		Schematic Design Docs
	2.3.1 / 2.3.3	DD Phase	Design Dev. Docs
	2.3.2		DD Progress Docs
	2.3.3		Value Management
	2.4.1 / 2.4.3	CD Phase	CD Docs
	2.4.1		Present CD's to BSF
	2.4.2		CD Progress Docs
	2.4.4		Assist CM w/ Bidding info
	2.4.5		Issue Addenda to BSF
	2.4.6		Advise Owner & CM of all requirements for governmental approvals
	2.5.1	Bidding	Provide testimony and docs
	2.6.1 / 2.6.19	Construction Administration	Assist CM in obtaining bids
	2.6.5		Assist PM in Admin. CM
	2.6.9		Attend site meetings
	2.6.10		Issue Field Reports
	2.6.11		Review and approve CM Applications for Payment
	2.6.13		Reject nonconforming work
	2.6.15		Review and approve submittals, etc.
			Review and recommend change orders
			Issue punch list
			Determine substantial completion
			Forward Warranties
	2.6.16 / 2.6.18		Interpret and decide matters concerning performance.
	2.6.19		Participate in Commissioning
	Additional Services:		
3.0	Explicit Services and Deliverables under Article 3 will be reviewed and agreed upon at the time of engagement for those services.		
5.0	5.2.1	Construction Cost	Review Board's project budgets
	5.2.2		Estimating Services
	5.2.4		Modification of Construction Docs
9.0	9.11	Miscellaneous Provisions	Certificates of Insurances
12.0	12.1	Other Conditions or Services	Meetings
	12.3		All submissions for governmental approvals
	12.4		Measured Drawings if needed
	12.5		Verify RCSD drawings
	12.6		Energy Modeling & LCCA
	12.7		Project Model if requested
	12.8		CAD Files
	12.9		Educational specification
	12.10		Subconsultant Contracts
	12.12		Adherence to Standards Checklists.

12.13		Turnover Documents
12.14		Adherence to HPSD Checklists
12.19		IDC Review
12.23		CAD drawings
12.24		Presentations
12.27	Other Conditions or Services	Student Learning Program
		Pre-Design Consultant Services

SAMPLE AGREEMENT ATTACHMENT K FIXED LIMIT OF CONSTRUCTION

Project: [REDACTED]

Location: Rochester, New York

1. General Scope:

[REDACTED]

2. Enrollment: Approximately [REDACTED] pupils.

3. Probable Fixed Limit of Construction (FLC): \$ [REDACTED] (including site improvements and change order contingency).

The value for the Fixed Limit of Construction (FLC) anticipates the start of construction in the year of [REDACTED]. It does include assumed escalation in construction costs, and will be finalized at or before the start of the Design Development Phase.

For the purposes of this Agreement the following items of work are budgeted within the FLC:

- Hazmat Abatement
- Existing school building gross and / or selected demolition
- All hard construction costs
- All site improvements (i.e. on and off-site utilities, sidewalks, parking, play areas/fields traffic upgrades, etc.)
- Change Order Reserve
- Work necessary for “Make Ready” swing space

For the purposes of this Agreement the following items of work are budgeted in other areas of the Owner’s project budget and are, therefore, excluded from the FLC:

- Demolition of adjacent existing properties (non-RCSD owned)
- Computer Equipment
- New Furnishings
- CM General Conditions
- Construction Contingency
- CM Fee
- Owner’s Administrative Expenses

SAMPLE AGREEMENT ATTACHMENT L RECORD DRAWING REQUIREMENTS

Record documents and drawings to be provided in accordance with section 12.8 of this Agreement shall be:

Construction drawings revised to show significant changes made during the construction process, based on marked-up prints, drawings and other data furnished to the Construction Manager by the construction contractors. The Construction Manager shall collect such prints, drawings and other data from the construction contractors and deliver same to the Architect for his/her use in preparing a complete set of reproducible Record Documents, paper prints and CAD files in the required number of copies.

Provide all record drawings in AutoCAD DWF and DWG file formats. All layers and xrefs must be embedded (DWF) or bound (DWG) as appropriate, and all security features must be turned off.

SAMPLE AGREEMENT ATTACHMENT M

INTERDISCIPLINARY DOCUMENT COORDINATION REVIEW REQUIREMENTS

(Provided by others)

INTRODUCTION

This Attachment outlines the process used for performing an IDC review. Interdisciplinary Document Coordination (IDC) is designed to address Coordination issues within and between various construction disciplines. The goal is to provide a set of quality project documents in both process and resulting construct.

Discrepancies are identified, noted and reviewed with the design team. The design team is required to correct discrepancies and reissue all affected / revised construction documents.

The IDC review will not identify every conflict; it is not a Constructability review or Value Management session. It is a methodical, systematic examination of construction plan sheets, specifications, sketches, and addenda. The review points out inconsistencies within the body of presented information. It is not a substitute for engineering or architectural review.

CONVENTIONS AND PRACTICES

The compiled report issued at the conclusion of an IDC review should be a stand-alone document. The comments should direct a plan holder to discrepancies discovered without using a marked up set of plans. Consistent language and formats should be used in the report.

A. Before the review, note the following:

Documentation Assessment / Pre-Coordination/Reporting Log. This step requires the reviewer to determine if the documents are suitable for an IDC review. An IDC review is typically best performed when Construction Documents are beyond ninety percent (90%). Usually, a completion percentage below ninety percent means that a substantial amount of information is missing. Therefore, comparisons among and between disciplines will be difficult. If the documents are not sufficiently complete, the review should not commence and the project team should be informed.

B. After the review, note the following:

Because each review is unique, the effort may conclude in different ways. Reviews may take place with a single issue of documents, where a single compliance check is performed after revisions. Others might be phased, where several interim reports and compliance checks are necessary. Regardless, the goal should be to provide a quality set of consistent documents for bidding and construction.

C. Document Re-issuance:

The Architect and appropriate subconsultants shall correct, amend or revise the documents in the most expeditious manner in accordance with the discrepancies noted in the IDC report. All documents shall be labeled with a reissue date and forwarded to the CM for bidding. Documents that have not been through an IDC review or have not been coordinated shall not be issued for bidding.

It is the responsibility of the Architect to incorporate or otherwise correct any deficiencies discovered as a result of an IDC Review at no cost to the Rochester Joint Schools Construction Board. The Architect is required to respond to comments resulting from the IDC Review, in a written manner, using the format required by the IDC Review consultant. The Architect is required to coordinate findings from the IDC Review with their consultants to correct deficient conditions and to verify coordination of the various design disciplines for form, fit, and function.

SAMPLE AGREEMENT ATTACHMENT N ESTIMATING STANDARDS

The RSMP uses a standard estimating format that all estimates shall comply with. The purpose is to:

- Provide consistency between estimates prepared by different entities (i.e. Architect, Construction Manager, and RSMP).
- Ensure that quantities of material developed or assumed by different estimators are consistent.
- Assure that assumptions, exclusions, and inclusions considered by estimators are consistent with the intent of the Architect.
- Assure that Contingencies for design, construction and escalation assumed by different estimators are consistent.

ESTIMATE FORMAT

1. There must be a cover sheet matching the format of the Board’s budget.
2. All estimates must be in "Present Day" dollars plus an escalation factor to match Project Schedule.
3. All plan sheets must contain the following Information:
 - Project Name
 - Architect's Name
 - The document date
 - Sheet Number
 - Name of the Estimator, the Checker and Company
 - Type of Estimate (i.e. Conceptual, Schematic, Design Development or Construction Document)
4. Costs should be broken as follows:
 - Trade Costs
 - Allowances for special features (if not well defined)
 - Total Trade Costs
 - Taxes Excluded
 - General Conditions
 - CM Fees (TBD%)
 - Escalation per year % (Trade costs only)
 - Design Contingency % (check w/ Program Manager) Trade costs only
 - Construction Contingency (TBD% - Check w/Program Manager) on Trade costs only
 - Sub Total
 - Estimate Total
5. Sheet 2 of the Estimate Summary must be in CSI (Construction Specifications Standards) Format. Show major items of work within each division.

Major Divisions (not limited to)

010000	024000	040000	070000	100000	130000	220000	260000	310000
020000	026000	050000	080000	110000	140000	230000	270000	320000
022000	030000	060000	090000	120000	210000	250000	280000	330000

6. If Project includes renovation and addition, provide estimate for each separately. Both estimates must be prepared using the same format with quantities, unit, unit price, and the total.
7. All the backup sheets for each division of work should include the basic information of: Description, Quantities, Unit, Unit Price, Total.
8. Total costs for the divisions.
9. The project gross and net areas as defined in Attachment A and broken down by renovation versus new construction.
10. Written assumptions and clarifications.
11. Allowances with descriptions, units and values.
12. Written exclusions.

SAMPLE AGREEMENT ATTACHMENT O ROCHESTER SCHOOLS PROGRAM DESIGN STANDARDS

The Rochester Schools Design Standards and all related design guidelines, checklists and documents are herein incorporated into this Agreement by reference. The current Design Standards are located on the RSMP websites: www.rcsdk12.org/rsmp and www.rsmppnews.net/about/dsg71817/.

It is the responsibility of the architect and all of his consultants to become familiar with the content of the Standards and apply them throughout all aspects of the Project.

The architect is responsible for demonstrating compliance with the Standards by use of the various supplied checklists at the end of each design phase and as may be requested by the Program Manager.

Deviations from the Standards must be formally requested of, and approved by, the Program Manager and the Board.

**SAMPLE AGREEMENT ATTACHMENT P
PROJECT TEAM ORGANIZATION**

Project Team Organizational Chart,
with names and titles,
to be inserted here.

Section 4: RFP Forms to be Attached

ATTACHMENT 1: Certification of Non-Collusion

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

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

FULL LEGAL NAME OF FIRM OR CORPORATION

ADDRESS

CITY, STATE, ZIP CODE

DATE

BY _____
AUTHORIZED SIGNATURE

NAME OF AUTHORIZED
SIGNATURE/TITLE

TELEPHONE AND FACSIMILE NUMBERS

E-MAIL ADDRESS

ATTACHMENT 2: Offeror’s Affirmation of Understanding of and Agreement Pursuant to State Finance Law §139-j (6) (b)

Background:

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

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

Instructions:

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

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

BY

*LEGAL NAME OF FIRM OR CORPORATION

AUTHORIZED SIGNATURE

ADDRESS

TYPED NAME OF AUTHORIZED SIGNATURE/TITLE

CITY, STATE, ZIP CODE

TELEPHONE/DATE

ATTACHMENT 3: Offeror's Certification of Compliance with State Finance Law §139-K (5)

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

BY

*LEGAL NAME OF FIRM OR CORPORATION

AUTHORIZED SIGNATURE

ADDRESS

TYPED NAME OF AUTHORIZED SIGNATURE/TITLE

CITY, STATE, ZIP CODE

TELEPHONE/DATE

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

ATTACHMENT 4: Form of Offeror’s Disclosure of Prior Non-Responsibility Determination

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

Address: _____

Name and Title of Person Submitting this Form: _____

Contract Procurement Number: _____ Date: _____

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

(Please circle): No Yes

If yes, please answer the next questions:

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

(Please circle): No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Government Entity? (Please circle): No Yes

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

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

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

(Please circle): No Yes

6. If yes, please provide details below:

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

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

By: _____

Date: _____

Signature: _____

ATTACHMENT 5: Diversity Program (“DP”) Forms and Instructions

INSTRUCTIONS FOR USE OF THE ATTACHED DP FORMS:

1) DP -1: SCHEDULE OF EBE PARTICIPATION

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

2) DP -2: EBE LETTER OF INTENT TO PERFORM

This form is required of the selected contractor. The contractor must fill these out and secure signatures from all EBE firms being proposed as subcontractors.

3) INSTRUCTIONS FOR DP-3 (MONTHLY EMPLOYMENT UTILIZATION REPORT)

4) DP – 3: MONTHLY EMPLOYMENT UTILIZATION REPORT

This form provides a monthly summary of employment manpower utilization. It is used to track the diversity of a particular contractor’s manpower and his responsiveness to the objectives illustrated in the Diversity Plan. The selected contractor is required to submit this form on a monthly basis. An EXCEL Spreadsheet for entering data on this form can be provided upon request.

5) INSTRUCTIONS FOR DP-3a (MONTHLY EBE UTILIZATION REPORT)

6) DP – 3: MONTHLY EBE UTILIZATION REPORT

This form provides a monthly summary of work provided by EBE’s listed in the Utilization Plan (DP-1). The selected contractor is required to submit this form on a monthly basis.

7) PROMISE OF NON-DISCRIMINATION

8) EBE ASSURANCE STATEMENT

This form is to be completed and submitted with the response to the RFP.

9) GOOD FAITH EFFORTS CHECKLIST

In the event that the percentage goals for EBE utilization goals have not been met as indicated in the DP-1 “Schedule of EBE Participation” (a/k/a, “EBE Utilization Plan”), this checklist must be completed to indicate the efforts that Proposer undertook in attempting to meet Diversity Program goal.

RCS
 SED#:
 SED DWT:

EBE UTILIZATION PLAN (DP-1)	Rochester Schools Modernization Program
1. Project :	2. Proposing on Contract No./Contract Description
3. Proposer Name / Address / Phone No. / Fax No. / FEIN	4. Proposal Submittal Date (MM/DD/YY)
	<input type="checkbox"/> Original DP-1 <input type="checkbox"/> Revised DP-1 Rev. Date:

Project Goals: MBE – 17% WBE – 10 % DBE – 3 % SBE – 3 %

6. Name/Address/Phone and FEIN of Proposed M/WBE, DBE or SBE	7. Certified as EBE	8. Performance Category	9. Scope of Services to be provided	10. Proposed Dollar Amount	Percent

The undersigned, being an authorized representative of the proposing company, hereby certifies that the above information is accurate, and that proposer has received a proposal from, or discussed with, each of the M/WBE, SBE or DBE firms listed herein prior to the submission of the accompanying bid. The authorized representative of the firm also hereby certifies the proposal complies with the RSMP diversity section or has engaged the ICO and complied with the appropriate procurement process.

Bidding Company's Official Printed Name and Title: _____

Authorized Signature: _____ Print Name: _____ Title: _____

The ICO may follow up with the EBE firms listed herein to verify that each either submitted a proposal to, or discussed with, the bidder the amounts indicated above.

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

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

RSMP PROJECT: _____

PARTICIPANT: _____

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

- _____ sole proprietorship (individual)
- _____ a partnership
- _____ a corporation
- _____ a joint venture

Detailed description of work items to be performed by EBE:

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

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

- _____ Disadvantaged Business Enterprise
- _____ Minority-Owned Business Enterprise
- _____ Small Business Enterprise
- _____ Women-Owned Business Enterprise

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

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

By: _____

Printed Name: _____

Title: _____

Date: _____

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

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

Consultant Company Name

Proposed EBE Company Name

Address

Address

Phone Number

Phone Number

Company Officer Name & Title (Print)

Company Officer Name & Title (Print)

____/____/____
Company Officer Signature Date

____/____/____
Company Officer Signature Date

For RJSCB Use Only

Owner Signature

Date

CONSULTANT Signature

Date

**INSTRUCTIONS ON COMPLETION OF THE
MONTHLY EMPLOYMENT UTILIZATION FORM (DP-3)**

1. *Project:* Name of Project that this form submission is applicable to.
2. *Reporting Period (MMM/YYYY)_____/______:* Indicate the monthly period reporting on; e.g. JUL 2017. Hours reported on this report shall include all hours on the first day of the month through and including the last day of the applicable month.
3. *Reporting Contractor Name/Address/Phone No./Fax No.:* Name/address/phone/fax of reporting entity.
- 4a. *Reporting Contractor is a ()1st Tier -or- ()Lower Tier Contractor:* The reporting entity is to either.
- 4b. *Only if a lower tier contractor, indicate to whom you are a subcontractor:* Only if the reporting entity is other than a first tier contractor, indicate what company/firm you have a direct contractual agreement with relative to this 1st Tier Project contract. If you are a 1st Tier contractor leave blank or indicate N/A.
5. *Construction Trade Class:* Indicate in the space(s) provided below this title, the applicable trade classification group, i.e. Electrician, Carpenter, Mason, Laborer, etc, which the reporting entity utilized during this reporting period.
6. (a) *Total All Hours by Trade M (Male) F (Female):* Under the 6a. M - column, infill the total number of male hours for each trade/grade classification listed, subtotaling at after each trade, for this reporting period. Under the 6a. F - column, infill the total number of female hours for each trade/grade classification listed, subtotaling at after each trade, for this reporting period.
6. (b – e) *Minority Hours by Trade M (Male) F (Female):* Under each M – column, infill the total number of male hours for each trade/grade classification and each minority category listed, subtotaling at after each trade, for this reporting period. Under each F – column, infill the total number of female hours for each trade/grade classification and each minority category listed, subtotaling at after each trade, for this reporting period.
7. *Minority % of Total Hours:* The percentage of total minority hours of all hours worked, the sum of columns 6b.- 6e. divided by the sum of column 6a. Only one figure for each trade classification. ie $((6b.M + 6b.F + 6c.M + 6c.F + 6d.M + 6d.F + 6e.M + 6e.F) / (6a.M + 6a.F))$.
8. *Female % of Total Hours:* The percentage of total female hours of all hours worked, the total number reported in 6a.F divided by the sum of total numbers reported in 6a. M and 6a.F. Only one figure for each trade classification.; i.e. $(6a.F / (6a.M + 6a.F))$
Individuals that qualify in both a minority category and the female category should not be counted in both the minority and female percentage figures, as the above percentage calculation will generate (items 9. & 10).
9. *Total Number of Employees:* Total number of male and total number of female employees utilized in each trade and grade classification, subtotaling at after each trade, for this reporting period.
10. *Total Number of Minority Employees:* Total number of male minority and total number of female minority employees utilized in each trade and grade classification, subtotaling at after each trade, for this reporting period.
11. *Reporting Company Official's Printed Name and Title:* Reporting company official's printed name/ title.
12. *Reporting Company Official's Signature:* Reporting company official's original signature. By signing this form, this individual is certifying that the information provided on the form has been reviewed prior to its submission and is accurate to the best of his/her knowledge.
13. *Date Signed:* Date of signature.
14. *Page:* Indicate page number and total number of pages submitted. Attached as many pages as necessary.

MONTHLY EMPLOYMENT UTILIZATION REPORT – DP3-RSMP								ROCHESTER SCHOOLS MODERNIZATION PROGRAM									
1. Project :								2. Reporting Period (MMM / YYYY) _____ / _____									
3. Reporting contractor Name / Address / Phone No. / Fax No.								4a. Reporting contractor is a () 1st Tier - or - (X) Lower Tier contractor 4b. Only if a lower tier contractor, indicate to whom you are a subcontractor:									
Project Goals: MBE – 17% WBE – 10 % DBE – 3 % SBE – 3 %																	
5. POSITION	EMPLOYEE	6a. Total All Hours by Service		6b. Black not of Hispanic Origin (Hours)		6c. Hispanic (Hours)		6d. Asian or Pacific Islander (Hours)		6e. American Indian or Alaskan Native (Hours)		7. Minority % of Total Hours	8. Female % of Total Hours	9. Total Number of Employees		10. Total Number of Minority Employees	
		M	F	M	F	M	F	M	F	M	F			M	F	M	F
Grand Total																	
<p>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.</p>																	
11. Reporting Company Official's Printed Name and Title								12. Reporting Company Official's Signature				13. Date Signed		14. Page			
_____								_____				___/___/___		___ of ___			

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

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

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

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

For the month under consideration, each 1st tier contractor must submit a completed DP-3/RSMP form for each entity that has provided on-site labor engaged in work associated with the scope of the 1st tier contract. This submission shall be made as part of the monthly payment requisition package and to the ICO CONSULTANT at the RSMP Offices, 70 Carlson Road Suite 200, Rochester NY 14610. If after the start and prior to the completion of the 1st tier contractor’s scope, the 1st tier contractor does not submit a monthly payment requisition package, the 1st tier contractor shall either 1) forward a (“No-Labor”) notice advising that there was no on-site labor utilized under its contract scope for the month under consideration or 2) shall forward completed DP-3/RSMP forms for the month under consideration. Whether submitting a monthly payment requisition package or not, DP-3/RSMP forms or “No-Labor” notice must be forwarded to the ICO CONSULTANT.

In addition to required submissions noted above, the same submissions must be made by the 1st tier contractor directly to the ICO CONSULTANT no later than the 5th day of the following month. (e.g., November 2017 DP-3’s/RSMP or No-Labor Notice(s) must be received by December 7, 2017.)

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

_____/_____
 Month Year

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

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

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

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

Contractor \ Vendor Representative Signature

PROMISE OF NON-DISCRIMINATION

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

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

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

By: _____
(Signature)

Date: _____, 20 _____

Name: _____
(Print name)

Title: _____
(Print title)

EBE ASSURANCE STATEMENT

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

Subject Proposal for _____

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

Representation of EBE Status

Name: _____

Address: _____

Phone #: _____

Fax#: _____

Email: _____

FEIN: _____

Work to be performed: _____

Dollar amount: _____

Percentage of the Total Bid amount: _____

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

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

Contractor/Proposer acknowledgement:

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

Name of Contractor/Proposer firm: _____

Authorized representative: _____

Authorized signature: _____ Date: _____, 20__

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

GOOD FAITH EFFORTS CHECKLIST

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

We, _____ by Owner/Principal _____

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

I/We have delivered written notice to three available certified EBE's for each potential subcontracting or supply category in the Contract AND all potential subcontractors or vendors which requested information on the Contract.

I/We have provided all potential subcontractors or vendors with adequate information as to plans, specifications, relevant terms and conditions of the Contract, bonding requirements, and the last date and time for receipt of price quotations.

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

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

I/We have provided a written explanation for rejection of any potential subcontractor or vendor to the EBE/, including the name of the firm proposed to be awarded the subcontract or supply agreement, where price competitiveness is not the reason for rejection.

I/We have actively solicited, through sending letters or initiating personal contact, EBE's in all feasible and appropriate categories providing subcontracting opportunities for the contract under consideration.

I/We have utilized the services of available community organizations and associations, contractors' groups, and trade associations known to publicize contracting and procurement opportunities, for the purpose of obtaining assistance in the contacting and recruitment of EBE's for the RJSCB's contract under consideration.

I/We have advertised in publications of general circulation in the Rochester MSA trade publications and other media owned by, or otherwise focused or marketed to EBE's, and the advertisement identifies and describes the specific subcontracting or other opportunity in reasonable detail.

I/We have conducted discussions with interested EBE's in good faith, and provided the same willingness to assist EBE's as has been extended to any other similarly situated subcontractor.

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

(GOOD FAITH EFFORTS CHECKLIST continued)

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

1. Name of subcontractor/Vendor: _____
Contact Person/Title _____
Phone #: _____
Address: _____
Date of Offer to Participate: _____
Date Offer was declined: _____
Reasons Given for Declining: _____

Please note all categories of ownership that apply:

- African American Business Enterprise
- Asian American Business Enterprise
- Hispanic American Business Enterprise
- Majority Enterprise
- Native American Business Enterprise
- Small Business Enterprise
- Women-Owned Business Enterprise

2. Name of subcontractor/Vendor: _____
Contact Person/Title _____
Phone #: _____
Address: _____
Date of Offer to Participate: _____
Date Offer was Declined: _____
Reasons Given for Declining: _____

Please note all categories of ownership that apply:

- African American Business Enterprise
- Asian American Business Enterprise
- Hispanic American Business Enterprise
- Majority Enterprise
- Native American Business Enterprise
- Small Business Enterprise
- Women-Owned Business Enterprise

3. Name of subcontractor/Vendor: _____
Contact Person/Title _____
Phone #: _____
Address _____
Date of Offer to Participate: _____
Date Offer was Declined : _____
Reasons Given for Declining: _____

(GOOD FAITH EFFORTS CHECKLIST continued)

Please note all categories of ownership that apply:

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

4. Name of subcontractor/Vendor: _____

Contact Person/Title _____

Phone #: _____

Address _____

Date of Offer to Participate: _____

Date Offer was Declined: _____

Reasons Given for Declining: _____

Please note all categories of ownership that apply:

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

ATTACHMENT 6: Proposer’s Certification Of Compliance With Iran Divestment Act

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

[Please Check One]

PROPOSER’S CERTIFICATION

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

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

Dated: _____, 20____

SIGNATURE

PRINTED NAME

TITLE

FULL BUSINESS NAME

Sworn to before me this

_____ day of _____, 20____

Notary Public

ATTACHMENT 7: Fee Proposal, School 54/30

Total Construction Budget: \$23M Probable FLC: \$19M (inc. site improvement and “Make Ready Swing Space Work)

1) Basic Design Services		2) Fee Breakdown	3) %	
	Program Verification		5%	
	Schematic Design Phase		15%	
	Design Development Phase		20%	
	Construction Document Phase		33%	
	Bidding or Negotiations Phase		2%	
	Construction Phase		22%	
	Post Construction Phase		3%	
	Total		100%	
Additional Design Services				
1	Building Scanning (Digital)		Each row in Column 2 must be filled in with one of the following:	
2	Measured Drawings			
3	As Built/Record Reproducible Drawings			
4	Hourly Rate Additional Services (Allowance)			
5	Estimating Services (beyond Schematic Design)			
	Other			
	Subtotal Additional Services			
Consultant Allowances				
6	Site Survey/Boundary/Utility			• Dollar Amount of Service
7	Acoustical Consultant			
8	Energy Modeling Consultant			
9	FF&E Consultant			
10	Hazmat Survey & Testing		• Included in Fee	
11	Geotechnical Consultant			
12	Traffic Study		• N/A	
13	SWPPP			
14	“Make Ready” Swing Space Planning, Design and Coordination			
15	Selective Demolition/Investigation Allowance			
16	Lighting Consultant			
17	AV/Theater Consultant			
18	Code Review Consultant			
	Subtotal Consultants			
Other Allowances				
19	Reimbursable Expenses Allowance			
20	Business Opportunity Program (BOP) Allowance			
21	Additional Approved Printing Allowance			
	Subtotal Allowances			
Total of Table (lines 1-21)				
Total Basic Design Services Fee				
TOTAL OF BASIC DESIGN SERVICES, ALLOWANCES & ADDT’L SERVICES				

FEE SUBMITTAL FORM: School 30/54 (continued)

HOURLY RATES ELIGIBLE FOR ADDITIONAL SERVICES

Principal	\$_____	Partner	\$_____
Associates	\$_____	Project Manager	\$_____
Senior Architect	\$_____	Project Designer	\$_____
Architect III	\$_____	Other/Non-Admin	\$_____
Architect II	\$_____		
Architect I/CAD Technician	\$_____		

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

ADDITIONAL DESIGN SERVICES (If determined necessary)

Measured Drawings		\$_____
Digital Existing Building Scanning		\$_____
Existing Building Select/Forensic Demolition		\$_____
Hourly Rate Additional Services (Allowance)		\$30,000
Site/Boundary/Utility Survey		\$_____
Lighting Consultant		\$_____
Acoustical Consultant		\$_____
A/V or Theatre Consultant		\$_____
Energy Modeling Consultant		\$_____
Hazmat Survey & Testing		\$_____
Geotechnical Consultant		\$_____
Traffic Study		\$_____
Code Review/Consultant		Basic Service
Business Opportunity Program (Allowance)		\$10,000
Estimating Services (beyond Schematic Design)		\$_____
As-Built/Record Document (see Form of Agreement Attachment 13)		Basic Service
Additional Approved Printing (Allowance)	\$	12,000

PROPOSAL AUTHORIZED BY: _____

(Typed Name/Title): _____ Date: _____

ATTACHMENT 8: SUMMARY MATRIX

1.1 SUMMARY MATRIX: TEAM/KEY STAFF 'WORKING' EXPERIENCE																
DESIGN SERVICES PROPOSAL _____ Architect of Record (AoR): _____ AoR's Key Staff:																
	Client: Project:	Client Contact/Tele.:	Construction Cost:	Year Completed:	Client: Project:	Client Contact/Tele.:	Construction Cost:	Year Completed:	Client: Project:	Client Contact/Tele.:	Construction Cost:	Year Completed:	Client: Project:	Client Contact/Tele.:	Construction Cost:	Year Completed:
• Principal:																
• Proj. Designer:																
• Proj. Manager:																
• Proj. Architect:																
• Others:																
•																
•																
•																
•																
Consultant Name/Key Staff:																
•																
•																
•																
•																
•																
Do Not Write in these Boxes																

1.2 SUMMARY MATRIX: TEAM/KEY STAFF 'WORKING' EXPERIENCE

DESIGN SERVICES PROPOSAL _____ Architect of Record (AoR): _____ Consultant Name/Key Staff:	Client: Project:	Client Contact/Tele.:	Construction Cost:	Year Completed:	Client: Project:	Client Contact/Tele.:	Construction Cost:	Year Completed:	Client: Project:	Client Contact/Tele.:	Construction Cost:	Year Completed:	Client: Project:	Client Contact/Tele.:	Construction Cost:	Year Completed:
•																
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Consultant Name/Key Staff:																
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Do Not Write in these Boxes																