



REQUEST FOR PROPOSALS

MATERIALS TESTING AND SPECIAL INSPECTION SERVICES FOR PHASE 2c/d PROJECTS

The Rochester Joint Schools Construction Board, on behalf of the Rochester Schools Modernization Program, seeks to identify firms qualified to provide Materials Testing and Special Inspection for Phase 2c/d construction.

Clara Barton School 2
George Mather Forbes School 4
Dag Hammarskjold School 6
Dr. Walter Cooper Academy School 10
Flower City School 30 / 54

ISSUE DATE: 7 March 2018



**Rochester Schools
Modernization Program**

**70 Carlson Road, Suite 200
Rochester, NY 14621**



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: 585-512-3822

REQUEST FOR PROPOSALS

Date: 7 March 2018

To: Materials Testing and Special Inspection Firms

From: Rochester Joint Schools Construction Board

Project Title: Materials Testing and Special
Inspection Services for Phase 2c/d
Projects

Send Statement of Qualifications to:

Rochester Joint Schools Construction Board

Attn: Pépin Accilien, Program Director

70 Carlson Road Avenue, Suite 200

Rochester, NY 14610

Email Contact: afleischer@savinengineers.com

RFP SCHEDULE	DATES
RFP issued to Consultants / potential responders	7 March 2018
Deadline for submittal of questions, clarifications and modifications regarding the RFP by Consultants/potential responders	19 March 2018 (2:00 p.m.)
Answers to questions and/or modifications issued by Addendum and posted on the RJSCB website: www.rcsdk12.org/rsmp	21 March 2018 (5:00 pm)
Submittal Deadline for Request for Proposals	30 March 2018 (2:00 p.m.)
Interviews with Short-Listed Consultants (anticipated)	Week of 16 April 2018
Award (anticipated)	9 May 2018

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PURPOSE OF REQUEST FOR PROPOSAL

The **Rochester Joint Schools Construction Board** (the “RJSCB” or “Owner”), on behalf of the Rochester City School District (the “RCSD” or “District”) and the City of Rochester (the “City”), seeks the services of Materials Testing and Special Inspection (“MTSI”) firms with expertise in various phases of design and construction of public school buildings.

The RSMP is governed by the RJSCB to modernize the Rochester City Schools. This RFP is specific to RSMP Phase 2c/d only, in accordance with Chapter 533 of the Laws of New York enacted on December 17, 2014. Although it is the intent of the RJSCB to award these services to one firm, the RJSCB reserves the right to issue contracts to multiple consultants that may possess full and comprehensive professional services, as well as firms specializing in a specific area, if so desired.

For Phase 2, the RJSCB intends to undertake 14 projects in 13 schools for the design, reconstruction, or rehabilitation of existing school buildings for their continued use as schools by the RCSD (collectively, the “Phase 2 Projects”), which have been further defined as Phase 2a, Phase 2b, Phase 2c, and Phase 2d.

The Phase 2 Master Plan, approved by the RCSD Board of Education, the City and the RJSCB, submitted to the NYS Education Department (“NYSED”) and NYS State Comptroller, includes the following schools:

- Clara Barton School 2
- George Mather Forbes School 4
- Dag Hammarskjold School 6
- Dr. Walter Cooper Academy School 10
- Flower City School 30 / 54

At this time, the contracting plan for each of the Phase 2c/d Projects is based on a multiple Prime Contractor format with a General Construction Contractor (GC), along with Mechanical, Electrical, and Plumbing Contractors. The RJSCB reserves the right to change this contracting plan as necessary.

It is anticipated the selected firm(s) will provide testing and inspection services as outlined in Attachment B, Scope of Services; coordinate activities with Prime Contractors and subcontractors during and after bids; and document conditions according to applicable program requirements.

DISTRICT INFORMATION

The RCSD 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 RSMP, which is a multi-phase joint initiative of the RCSD and the City to update and improve school facilities. The comprehensive Program is estimated at \$1.2 billion spanning approximately 15 years.

Phase 2 of the RSMP is a \$435 million initiative. The Program is governed by the RJSCB, which is charged with implementing the comprehensive Strategic Plan.

SCOPE OF SERVICES

The Service Provider selected to provide Materials Testing and Special Inspection (“MT&SI”) services for the RJSCB will report to the Program Manager (PM). Each Service Provider must have a team of qualified professionals with the necessary qualifications and credentials, training, knowledge, experience and certifications to perform all MT&SI services for the Project. Please refer to Attachment B, Scope of Services.

Schools 2, 4, 6, and 10 are anticipated to have MTSI services commencing during the summer of 2018. Flower City School 30/54 services are anticipated starting in June/July 2019.

RECORDS AND REPORTS

All reports shall be formatted and compliant with governing federal, state, local laws, statutes, acts, ordinances, codes, rules, standards, regulations and guidelines (the “Applicable Law”). Where conflicts in requirements occur the more stringent provisions shall govern. Daily, interim and final project reports shall clearly identify the affected project. Refer to Attachment B, Scope of Services.

DISTRIBUTION OF REPORTS

Materials Testing and Special Inspection personnel shall submit official reports to the CM, the Project Licensed Design Professional (Architect), PM, Prime Contractor, and RJSCB within 48 hours of the inspection or test. Legible handwritten reports may be submitted if final typed copies are not yet available. Refer to Attachment B, Scope of Services.

CONTRACTOR RESPONSIBILITIES

Consultant shall have a team of qualified professionals with the necessary qualifications and credentials, training, knowledge, experience and certifications to perform all Materials Testing and Special Inspection Services for the RJSCB Phase 2c/d Projects as set forth herein. Refer to Attachment B, Scope of Services.

RFP REVIEW CRITERIA

The written responses to the following points shall be used as criteria for developing a list of firms that will be invited for interviews prior to final selection by the RJSCB. Please specifically identify the following for consideration:

- Relevant materials testing and special inspections consultancy experience over the past 10 years;
- Location of business operations for team members in the greater Rochester area;
- If partnering with another firm or consultant, whether the team members have worked together on previous projects;
- Specific team members assigned to the project along with their professional background, experience and qualifications;
- References received on behalf of the firm as well as for the individual project team members;
- Quality of work performed previously by the firm in the greater Rochester area (if any) according to the criteria below. Please specify projects and provide information where applicable including the name of a knowledgeable owner contact;
- Ability to meet the goals set forth in the Phase 2 Diversity Plan: Workforce and Business.

PERFORMANCE CRITERIA

The following criteria will be used when selecting a firm for services:

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

The RJSCB, with its PM, will evaluate proposals based on the experience and demonstrated abilities of the firms proposing, with respect to the above listed criteria. Minority-Owned and Women-Owned firms are encouraged to respond. Please see the RJSCB's Equal Employment Opportunity Statement in this RFP. Contracts will be negotiated with the successful firms after approval of award by the RJSCB, and the RJSCB will use the form Consulting Services Agreement (Attachment A, Sample Form of Agreement) to contract with successful proposer(s).

SUBMITTAL REQUIREMENTS / RESPONDING TO THE RFP

The following requirements must be followed in responding to this RFP:

Submission

Submit seven (7) copies of all requested information in paper form and one (1) electronic copy (compact disk or flash drive) to the offices of the Rochester Joint Schools Construction Board located at 70 Carlson Road, Rochester, NY 14610; Attention: Mr. Pépin Accilien, Program Director, no later than **2:00 pm on 30 March 2018**. All submittals must clearly be marked on the outside of the package as a proposal.

- The RJSCB reserves the right to award contracts to one or more firms upon the recommendation of the Program Manager. All of the aforementioned scope of services shall be required of the selected and assigned firm;
- Unit prices for services are to be submitted on the enclosed Fee Submittal Form, shown as Form I.

Statement of Qualifications

The proposer's Statement of Qualifications should clearly and accurately demonstrate specialized knowledge and experience required for consideration for Materials Testing and Special Inspections. Responsive proposals should provide straightforward, concise information that satisfies the requirements specified below.

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

- Name of Proposer;
- Permanent Main Office Address;
- Date of Organization;
- Legal form of ownership. If a corporation or other entity, date and jurisdiction of incorporation or formation;
- How many years have you been engaged in the services you provide under your present name?
- Experience in work similar in scope of services and in importance to this proposal;

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- List not less than three (3) client references for which services similar to those identified in this Request for Proposals are currently, or have previously been provided. Include for each client:
 - Name of Organization;
 - Appropriate gross cost of agreement;
 - Date services started;
 - Services being provided;
 - Responsible official, address and telephone number of person available as a reference.
- Have you ever failed to complete any work awarded to you? If so, where and why?
- Have you ever defaulted on a contract? If so, where and why?
- Describe any pending litigation or other factors that could affect your organization's ability to perform this agreement;
- Names, titles, reporting relationships, and background and experience of the principal members of your organization, including the officers. Indicate which individuals are authorized to bind the organization in negotiations with the RJSCB;
- Name, title, address and telephone number of the individual to whom all inquiries about this submittal should be addressed.

Sample Reports

Examples/samples of the firm's deliverables for the following should be included in the RFP: Reports for Soil, Concrete, Steel, Non-Conformance, and Deficiency.

Fee Proposal

Refer to Form I for submission of hourly rates.

Preparation Costs

All costs incurred in the preparation and presentation of the proposal shall be wholly absorbed by the proposer.

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

INSURANCE REQUIREMENTS

All respondents to this RFP are presumed to be able to meet the insurance requirements shown in Attachment D.

INTERVIEW/SELECTION PROCESS

Proposals will be reviewed and evaluated by a panel composed of RSMP staff and RJSCB representatives, based on the selection criteria. A short list of firms will be established. Short-listed firms will be notified via e-mail of their interview date, time and location. It is anticipated that interviews will be scheduled for the week of 16 April 2018.

After the interviews have taken place, the selected firm will be contacted regarding contract execution. Final selection of the firm is anticipated to occur at the RJSCB meeting on 9 May 2018.

QUESTIONS

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

Any questions regarding the RFP or selection process should be submitted via email to afleischer@savinengineers.com by 2:00 p.m. on 19 March 2018. Submitted questions and answers will be provided to all solicited firms via email by Addendum by 5:00 p.m. on 21 March 2018 barring any unforeseen circumstances.

EQUAL EMPLOYMENT OPPORTUNITY AND DIVERSITY PROGRAM

The RJSCB 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 RJSCB. Please refer to the details in Form VI.

PROCUREMENT PROCESS

Pursuant to State Finance Law §§139-j and 139-k, this Request for Proposals includes and imposes certain restrictions on communications between the RJSCB and an Offeror during the procurement process. **An Offeror is restricted from making contact from the earliest notice of intent to solicit offers through final award and approval of the Procurement Contract by the RJSCB (“restricted period”), to other than the RJSCB’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 RJSCB’s Procurement Officer(s) for this governmental procurement, as of the date hereof, is identified in this Request for Proposals. RJSCB employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offeror/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and, in the event of two findings within a four (4) year period, the Offeror/bidder is debarred from obtaining government procurement contracts. Further information about these requirements may be obtained from the Interim Procurement Officer, noted below:

Interim Procurement Officer:

Mr. Pépin Accilien
Program Director
Rochester Joint Schools Construction Board
70 Carlson Road, Suite 200
Rochester, NY 14610
Phone: (585) 512-3822

**ATTACHMENT A TO PHASE 2C/D
MATERIALS TESTING AND SPECIAL
INSPECTION RFP
FORM OF AGREEMENT (SAMPLE)**

THIS CONSULTING SERVICES AGREEMENT, also referred to as “*Contract*” or “*Agreement*”, made as of [REDACTED] (the “*Effective Date*”), 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, New York 14610 (hereinafter the “*Board*” or “*Owner*”) and

[REDACTED]
Having its office and place of business at:
[REDACTED]
(hereinafter the “*Consultant*”).

The Board and Consultant are sometimes referred to herein individually as a “Party,” and collectively as the “Parties.”

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
[REDACTED]

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 (the “*RSMP*” or “*Program*”); and

WHEREAS, the Board has determined that such results can be accomplished most effectively by retaining the services of a Consultant 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 Consultant 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:

1. SERVICES

The Board hereby retains Consultant to provide during the Term (as defined in Section 5(a)), and Consultant hereby agrees to provide to the Board, Materials and Special Inspection Services specifically in connection with Phase [REDACTED] of the Program for the following Projects:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

The services are more fully described on Attachment A (the “Services”) and shall be provided by Consultant in accordance with the terms and conditions of this Agreement. As used in this Agreement, “Phase 2” means the portion of the Program described in the Enabling Legislation as Phase Two. [REDACTED]

Unless the context requires otherwise, references in this Agreement to the “Program” shall be deemed to mean Phase [REDACTED] only.

The Board may, from time to time, request changes in the scope of Services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the Aggregate Payment Limit (as defined in Section 2), which are mutually agreed upon by and between the Board and Consultant, shall be incorporated in written amendments executed by both Parties.

2. PAYMENT FOR SERVICES.

a. Service Fees. Subject to the terms and conditions of this Agreement (including without limitation Section 2(b) and (c)), the Board agrees to pay Consultant fees for Services performed during the Term at the applicable hourly and testing rates set forth in **Schedule C** and as provided in this Section 2.

For each of the Phase 2c/d projects for which Consultant is providing Services, the RSMP Program Manager (PM) will (i) provide to the consultant a written scope of work (specifications and/or drawings) inclusive of the schedule and (ii) conduct a

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site visit with consultant for each project awarded. Consultant will thereafter promptly provide a price proposal(s) for its Services for the subject projects and proposed schedule(s) to complete the environmental monitoring and testing based upon each project's scope of work, which if accepted by the RJSCB, shall constitute a the not-to-exceed fee for consulting services for each of the projects subject to this Agreement (the "**Basic Services Fee**").

Once accepted by the Board, this Agreement will be amended to include the Basic Services Fee for each project awarded herein. The Basic Services Fee can be adjusted up-or-down depending on changes in the respective scope of work and work schedule, but only based upon a further amendment to this Agreement. The parties agree and acknowledge that Basic Services Fee(s) have been arrived at in good faith, based upon an estimated cost of providing services for the Project(s) during the Term.

Consultant will complete the work in full for each Project under its Basic Services Fee (unless amended as provided herein) and will bill at the applicable hourly rates and testing rates agreed to by the RJSCB. There will be no payments above the Basic Services Fee unless pursuant to a written amendment. If the Board pays Consultant an aggregate amount for Services equal to the Basic Services Fee before the Services have been completed, Consultant shall continue to perform Services pursuant to this Agreement without additional compensation until its Services are complete or this Agreement is terminated. Consultant's description of services shall be clearly documented with adequate details on its monthly invoice for services showing date of service, type of test, cost of test, and cost of professional or administrative service hours provided.

If Consultant believes that its billing is not aligned with the contractor's schedule; in effect, the contractor is not executing per plan and therefore, the Consultant is not completing its work as intended due to the contractor's performance, written notification shall be provided to the Construction Manager (CM) and PM alerting them of the concern within ten (10) days of Consultant's first recognition of the contractor's schedule slippage.

If Consultant's Basic Service Fees is likely to be exceeded by the estimated cost for performing an additional scope of work from the contractor, and/or due to the contractor's performance, and only after due diligence is made to adjust Consultant's work plan and schedule to address any overage, Consultant shall submit a proposal to raise the Basic Services Fee to an amount that includes all costs associated with the provision of services required for the additional scope. This Agreement will be amended to incorporate the additional fee, once approved by the RJSCB, into the Basic Services Fee. For actual Consultant costs less than the Basic Services Fee, the RJSCB will pay for actual completed work only.

If there are failed final tests following contractor abatement or other services, the Owner will pursue a path to recover additional monitoring and testing costs from the contractor. In this regard, Consultant is expected to work closely with the contractor to reduce the risk of a failed final test.

b. Expenses. In addition to the Service Fees, Consultant will be reimbursed for [REDACTED] while providing services during the

schedule as outlined in Schedule B. Consultant shall be responsible for all other costs and expenses incurred by Consultant in connection with the Services.

c. Limitations. During the Term, if the Board or Program Manager requests Consultant to provide additional monitoring and sampling services beyond the scope of the Basic Services, and Consultant believes that the additional scope will exceed the Basic Services Fee, only after due diligence is made by Consultant to adjust its work plan and schedule to address any overage, Consultant shall submit a proposal for raising the Basic Services Fee to an amount that includes all costs associated with the provision of services required for the additional scope. If accepted by the Board, this Agreement will be amended to incorporate such Board-approved changes. Consultant shall not proceed with the additional work until an amendment is approved by the Board as to the scope of additional work and the fee for additional work.

For approved additional Services, Consultant will submit invoices based on approved hourly rates for services and unit costs for tests. Consultant's description of services shall be clearly documented with adequate details on its monthly invoice for services showing date of service, type of test, cost of test, and cost of professional or administrative service hours provided.

d. Invoices and Payment. No later than the 10th day of each calendar month, Consultant shall submit to the Board an invoice (each, an "**Invoice**") for Service Fees attributable to the prior calendar month. Each Invoice shall be in a form acceptable to the Board and shall set forth a detailed listing of the Services performed and Service Fees due Consultant pursuant to this Agreement. The Board may, prior to making any payment under this Agreement, require Consultant to submit to it such additional information with respect to Services and any Invoice as the Board reasonably deems necessary. The Board shall pay the undisputed amount of each Invoice within 30 days of the Board's approval of such Invoice or a portion thereof. If the Board disputes any Invoice or any portion thereof, the Board shall provide Consultant with written notice of the amount disputed, and the Board and Consultant shall use their respective best efforts to work together in good faith to resolve such dispute as soon as practical after delivery of such notice of dispute.

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

3. SERVICE REQUIREMENTS.

Consultant shall perform all Services in a professional and workmanlike manner using properly trained, licensed (if applicable) and qualified individuals, and by following and applying at all times the highest professional and technical guidelines and standards. Consultant shall perform all Services in compliance with this Agreement and all applicable statutes, acts, ordinances, laws, rules, regulations, codes and standards including, without limitation, the Enabling Legislation. Consultant shall at all times in the performance of the Services, as well as in its hiring and employment practices, fully comply with all rules, guidelines and requirements set forth in the Diversity Plan and the Business Opportunity Program applicable to the Program, as generally described in Attachment E, including, without limitation, all equal employment opportunity and diversity goals referenced in, or incorporated as a part of, such Diversity Plan. Consultant shall submit all forms and documents (including, without limitation, DP forms), that the Board or its Independent Compliance Officer may request in connection with such Diversity Plan. Unless otherwise directed in writing by the Board, Consultant shall complete the Services in accordance with the schedule and time requirements set forth in Attachment B.

4. PROPRIETARY RIGHTS.

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

5. TERM AND TERMINATION.

a. Term. The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue until [REDACTED] or until earlier terminated as provided herein.

b. Termination. The Board may terminate this Agreement: (i) immediately upon written notice to Consultant if Consultant breaches any of its obligations under this Agreement and fails to cure such breach within 20 days of the delivery of written notice of such breach; (ii) immediately upon written notice to Consultant upon Consultant's cessation of business, election to dissolve, dissolution or failure in business; and (iii) immediately upon written notice to Consultant upon Consultant's commission of an act of bankruptcy, general assignment for the benefit of creditors, or the filing by or against Consultant of any petition in bankruptcy or for relief under the provisions of applicable bankruptcy laws (if, with respect to any such filing against Consultant such filing is not dismissed, discontinued or stayed within 60 days of such filing). In addition, the Board may terminate this Agreement without cause at any time on 30 days' prior written notice to Consultant.

c. Obligation Upon Termination. Upon expiration or termination of this Agreement, (i) Consultant shall promptly return to the Board all Board Materials and any other

material that is owned by the Board or that contains Proprietary Information (as defined in Section 6(a)); and (ii) the Board will pay to Consultant all Service Fees that accrued prior to the termination of this Agreement, and thereafter the Board shall not be responsible for paying any Service Fees or other amounts that would have been payable after the effective date of the termination. Sections 3, 4, 5, 6, 7, 8, 10, 12 and 13 of this Agreement, and all other provisions of this Agreement which by their nature survive, shall survive any expiration or termination of this Agreement.

6. PROPRIETARY INFORMATION.

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

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

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

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

7. INSURANCE.

Notwithstanding the provisions of Section 8 of this Agreement, Consultant shall purchase and maintain, during the Term, at its own cost and expense, the insurance coverages described on Attachment D. Prior to the full and final execution of this Agreement by both Parties, and at any time thereafter upon the request of the Board, Consultant shall furnish to the Board certificates of insurance evidencing such insurance (with all endorsements required pursuant to this Agreement). All such policies, except workers compensation and professional liability policies, shall name the Board, the District, the City, Savin Engineers, P.C., the program manager for Phase 2 (the "Program Manager"), Gilbane Building Company ("Gilbane"), The County of Monroe Industrial Development Agency ("COMIDA") (or another capital bonding agency to be named by the Board), and U.S. Bank National Association ("Trustee" or another Trustee to be named by the Board), as additional insureds on a primary and non-contributory basis, and shall incorporate a provision requiring the giving of written notice to the Board at least 30 business days prior to the cancellation, non-renewal or modification of any such policies. Consultant shall provide a waiver of subrogation, in a form acceptable to the Board, in favor of the Board, the District, the City, the Program Manager, Gilbane, COMIDA (or another capital bonding agency to be named by the Board), and the Trustee (or another Trustee to be named by the Board), with respect to the general liability, automobile liability; excess liability and worker's compensation coverage described in Attachment D. Upon the Board's request, Consultant will promptly provide the Board with a copy of any such policy of insurance. Consultant shall not change the terms and conditions of any insurance policy, except with prior written approval of the Board, which shall not be unreasonably withheld.

8. INDEMNIFICATION.

To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless the Board, the District, the City, the Phase 2 Program Manager - Savin Engineers, P.C., Gilbane Building Company, The County of Monroe Industrial Development Agency COMIDA (or another capital bonding agency to be named by the Board), and U.S. Bank National Association (or another Trustee to be named by the Board), and their respective trustees, officers, directors, employees, agents, members (including, without limitation, Board members), legal representatives, successors and assigns (collectively, the "*Indemnified Parties*"), 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), to the extent relating to, arising from or in connection with: (a) any negligent act or

omission or willful misconduct of Consultant or any of its agents, employees or subcontractors; (b) any breach by Consultant of any of its representations, warranties, covenants or obligations set forth in this Agreement; (c) any violation by Consultant or any of its agents, employees or subcontractors of Federal, State or local law, rule, code, standard or regulation; or (d) any actual or alleged injuries (including death) suffered by any of Consultant's agents, employees or subcontractors, or any employees or agents of Consultant's agents or subcontractors in the course of their performance or completion of any Services or upon any premises owned, leased or controlled by the Board, the District or the City, or any Program site, except to the extent caused by the negligence or willful misconduct of any Indemnified Party.

9. ASSIGNMENT AND SUBCONTRACTING.

Consultant shall not assign or subcontract the whole or any part of this Agreement without the Board's prior written consent. Any subcontract made by Consultant with the consent of the Board shall incorporate by reference all the terms of this Agreement. Consultant will properly direct and control all of its sub-contractors to which the Board may consent. Consultant will retain full responsibility for the performance and completion of every Service, whether performed or completed by Consultant or any of its subcontractors to which the Board may consent. Consultant will be liable and obligated to the Board for: (i) each Service performed or completed by, and for all acts, omissions and negligence of, Consultant's subcontractors and for all employees and agents of such subcontractors; and (ii) each of Consultant's subcontractor's compliance with each term and provision of this Agreement and all applicable statutes, acts, ordinances, laws, rules, regulations, codes and standards.

10. INDEPENDENT CONTRACTOR.

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

11. NOTICES.

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

12. EXCUSABLE FAILURE OR DELAY.

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

13. GENERAL PROVISIONS.

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

[signature page follows]

IN WITNESS WHEREOF, 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

Date _____

Witness: _____ [Signature]

_____ [Print Name]



By _____
Consultant



Date _____

Witness: _____ [Signature]

Federal ID # _____

_____ [Print Name]

(If Corporation affix Corporate Seal)

Approved as to form by:

Attorney for Rochester Joint School Construction Board

Edward Hourihan, Jr., Esq. – General Counsel

Date _____

ATTACHMENT B TO PHASE 2C/D MATERIALS TESTING AND SPECIAL INSPECTION RFP SCOPE OF SERVICES

Consultant shall provide the following Materials Testing and Special Inspection Services for the Phase 2c/d projects as identified on page 1 of this Request for Proposals:

1.0 OVERALL SCOPE OF SERVICES

Consultant shall have a team of qualified professionals with the necessary qualifications and credentials, training, knowledge, experience and certifications to perform all Materials Testing and Special Inspection Services for the RJSCB Phase 2c/d Projects as set forth herein.

Consultant shall ensure that there is full coverage of all required materials testing and special inspections by at least one (1) entity among the team. At all times during the term of the Agreement, Consultant's special inspectors, technicians and agent inspectors shall meet the minimum qualifications indicated on the "Schedule of Special Inspections" submitted by Consultant as part of its response to the Board's request for proposal. Consultant's testing laboratory shall meet the basic requirements of ASTM E329 "Recommended Requirements for Independent Laboratory Qualifications" published by the American Council of Independent Laboratories at all times during the term of the Agreement.

Consultant and its employees, special inspectors, technicians and agent inspectors shall maintain required professional licenses and registration throughout the life of the Agreement with the RJSCB.

Performance Requirements: Upon 24-hours' notice from the Construction Manager ("CM") and/or Prime Contractor of the Phase 2c/d Project schools, Consultant shall respond to the project site to perform such tests or inspections as requested.

Consultant, as part of its Basic Services, may be required to visit multiple sites and/or perform multiple types of inspections/testing on the same day. Consultant shall submit, within 48-hours, a certified, typed report of each inspection, or similar service, to the CM, Architect, Program Manager, Prime Contractor, and the RJSCB. Consultant shall provide a draft report of all inspections/test observations to the CM and the Prime Contractor at the conclusion of each inspection or field test on the same day the inspection/test was conducted. Consultant shall maintain a log at the project site of all inspections, defects, field observations, samples collected, and deficiencies noted.

Consultant's team members shall be assigned to the Program through completion of Phase 2c/d. Consultant shall respond to the CM, Architect, Project Manager, Prime Contractor, and/or RJSCB in a timely manner.

Consultant shall:

1. Cooperate with the RJSCB, Program Manager, the District, Architect, Engineer(s), CM, and any affected Prime Contractor;
2. Provide qualified personnel, as required, upon notice;
3. Perform specified inspections, sampling, and testing of materials pursuant to the governing laws, codes, rules, ordinances, guidelines and regulations of the United States, State of New York, New York State Education Department, City of Rochester, the District and RJSCB as well as industry standards;
4. Comply with standard specifications;
5. Ascertain compliance of materials with the requirements of the Contract Documents; and
6. Keep records and submit reports as outlined in the Specifications for Special Inspection and Structural Testing.

Should any material be delivered to the site or installation of material that does not conform to the requirements of the Contract Documents, Consultant shall immediately notify the CM, the applicable Prime Contractor, Architect, and responsible Engineer.

Request for Proposals: Materials Testing and Special Inspection

Should a laboratory test of materials indicate non-compliance or failure to meet the specification or Contract Documents requirements, the Consultant shall immediately notify the Architect, CM, responsible Engineer, and Prime Contractor to determine whether remedial action is necessary.

Materials Testing and Special Inspection Services: A general list of required testing and inspection services may include some or all of the services outlined below. Consultant acknowledges and accepts that testing beyond that listed in the "Schedule of Special Inspections" may be required during construction.

Existing Conditions: Consultant shall perform tests or inspections as directed on building(s) or property before, during or after acquisition, to determine existing conditions of building, site, or project.

Required Tests: Materials testing will be as required by the Construction Documents, building codes, the New York State Commissioner of Education, and all referenced standards. These tests may include, but are not limited to: rock removal/blasting, shoring and underpinning, earthwork, soils, erosion and sediment control, concrete, asphalt pavement, masonry, steel, fireproofing, and fire alarm, and smoke detection. Certain Construction Documents may require other testing that must also be performed by Consultant.

Consultant's Materials Testing services include, but are not limited to, the following:

1. Concrete:

- Concrete/Gunite Compression ASTM C39
- Compressive Strength Tests of Concrete, Mortar, and Grout
- Concrete/Shotcrete Cores ASTM C42
- Lightweight Concrete Compression ASTM C495
- Flexural Test ASTM C78/Strength Determinations of Concrete
- Non-shrink Grout ASTM C1107
- Unit Weight of Hardened Concrete ASTM C567
- Drying Shrinkage ASTM C157
- Moisture/Vapor Emission & Ph ASTM F 1869
- Laboratory Trial Batch ASTM C192
- Fully-Equipped ASTM C1077-87 Laboratory
- Mix Design Review and Design for Asphaltic Concrete, Concrete, Grout, Gunite, Mortar, and Shotcrete
- Selected Asphaltic Concrete Testing
- Complete Aggregate Quantitative/Qualitative Testing
- Epoxy Coating Thickness
- Floor Flatness/Levelness.

2. Masonry:

- Mortar Cylinders ASTM C780
- Grout Prisms ASTM C39
- Composite Masonry Prisms ASTM E447
- Core Compression ASTM C140/C39
- Core Shear Test DSA
- Core Tensile
- Block Compression ASTM C140
- Block Moisture Content & Absorption ASTM C140
- Block Shrinkage ASTM C426
- In place Shear Strength
- Selected Masonry Unit Qualitative Testing

3. Steel:

- Rebar tensile ASTM A615 and A706

Request for Proposals: Materials Testing and Special Inspection

- Rebar bend ASTM A615 and A706
- Steele Tensile Strength ASTM A37
- Pre-stress/Post Tension Cables ASTM A416
- Bolt Tensile, Nut and Bolt Proof Tests ASTM A370
- Hardness Test ASTM A370
- Coating Thickness of ferrous and non-ferrous metals
- Torque Testing
- Welder Procedure Specification Review

4. Fire Resistive Materials:

- Cementitious Fireproofing Density UBC 736
- Cementitious Fireproofing Adhesion/Cohesion UBC 736
- Cementitious Spray Applied Fireproofing
- Intumescent Fireproofing
- Fire Calk/Fire-stopping

5. Soils:

- Sampling Soils
- Laboratory compaction curves, checkpoints, moisture/density, plasticity, gradation
- Verify materials below footings are adequate to achieve the design bearing capacity
- Verify excavations are extended to proper depth and have reached proper material
- Classification and testing of controlled fill materials
- Compaction testing
- Borings

6. Other Services:

- Coring/Rock Coring
- Moisture/Vapor Emission
- Moisture Content (wood)
- Roofing Materials
- Waterproofing Materials

Required Inspections: Special inspections will be as required by the Construction Documents and the standards referenced therein. These special inspections may include but are not limited to: concrete, masonry, structural steel, groundwater, vibration monitoring, and other special inspections such as roofing, waterproofing, vapor barrier lay down, and crack monitoring. Inspection services include but are not limited to the following:

1. Concrete Inspection:

- Reinforcing Steel ID and Sampling
- Reinforcing Steel Placement

2. Pre- and Post-Tension Stressing Placement and Masonry Inspection:

- Inspection of Layup
- Block and Brick Sampling
- Mortar Sampling
- Grout Sampling

Request for Proposals: Materials Testing and Special Inspection

- Precast Inspection

3. Structural Steel:

- Structural Steel Erection
- Structural Steel Welding
- Structural Steel Testing
- Shop Fabrication
- Weld Procedure Qualification Testing and Specification Review
- High-Strength Bolt Inspection and Testing
- Shear studs testing and inspection
- Drilled in anchors
- Non-destructive Inspection of Structures and Components: Infra-red, Radiography, Ultrasonic

4. Groundwater:

- Vapor Intrusion

5. Vibration Monitoring

6. Other Special Inspections:

- Vapor Barrier Laydown
- Roofing
- Waterproofing
- Crack Monitoring

Records and Reports: All reports shall be formatted and compliant with governing federal, state, local laws, statutes, acts, ordinances, codes, rules, standards, regulations and guidelines (the “Applicable Law”). Where conflicts in requirements occur the more stringent provisions shall govern. Daily, interim and final project reports shall clearly identify the affected project. If the Service Provider is selected to support multiple projects, each project shall be recorded as a unique autonomous project. Detailed reports of each test or inspection shall be prepared. General information to be provided for all reports generated includes the following:

- Project name and number
- Date of test or inspection
- Name of Testing Agency or Inspecting Agency
- Name of Technician or Inspector
- Weather conditions
- Locations and elevations of specific areas tested or inspected referenced to gridlines
- Description of test or inspection
- Reference to applicable ASTM standard
- Summary of observations, results, and recommendations
- Description of areas of materials requiring retesting or re-inspection
- Unusual conditions

For concrete compressive strength test reports, the following information must also be included in addition to the above-referenced items:

1. Name of Contractor and concrete supplier
2. Name of concrete testing service
3. Name of technician making and testing specimens
4. Truck number and delivery ticket number
5. Date and location within the structure of concrete placement
6. Concrete type, class, mix proportions of materials, and design compressive strength at 28-days

Request for Proposals: Materials Testing and Special Inspection

7. Slump, air content, unit weight, and concrete temperature
8. Total time period between batching and completing placement for each truck
9. Compressive strength and type of break for each test.

Field reports for concrete inspection shall contain the general information noted above, plus ambient temperature and cylinder numbers. Test reports for masonry materials shall include proportions, composition, and compressive strength in addition to the general information referenced above.

Final Report of Special Inspections: At the completion of work, the Service Provider shall submit a Final Report of Special Inspections and Materials Testing (the "Final Report") to the CM, Architect, PM, Prime Contractor, and the RJSCB, stating work was completed in substantial conformance with the Contract Documents and that appropriate inspections and tests were performed.

The Final Report shall state that the required inspections have been performed and shall delineate non-conforming work not mitigated or resolved. The Service Provider shall submit the Final Report by school to the CM, Architect, PM, Prime Contractor, and the RJSCB.

Billing Procedures: Consultant, including but not limited to the Materials Testing and Special Inspection Service as indicated herein, will be reimbursed on a unit cost basis up to the lump sum defined in Section 2 of the Agreement. Subject to the terms and conditions of the Agreement, additional tests will be authorized, if necessary, with advance written notification and approval by the CM and/or Program Manager as to scope and cost. Consultant is to submit invoices on a monthly basis, with the invoice indicating the project name, along with the name(s) of staff member(s), the dates of inspection/test services and the name of each inspection/test performed along with their associated hours and rates, and shall include the DP-3 form as well as any other required diversity reporting forms.

Reimbursables: The RJSCB will engage and pay for the services of Consultant in accordance with the Agreement. Mileage expenses for local travel to job sites within the District are non-reimbursable expenses. Expenses for out-of-town travel for inspections are billable reimbursable expenses with prior written authorization from the RJSCB. All consumables such as office supplies, copies, etc. necessary to carry out the performance of Consultant's work are not considered reimbursable. Costs should be factored into the total value for the work. Prime Construction Contractor shall be responsible for cost of retesting or re-inspecting of work failing to comply with the requirements of the Contract Documents.

**ATTACHMENT C TO PHASE 2C/D MATERIALS TESTING AND SPECIAL INSPECTION RFP
SCHEDULE OF SERVICES**

Anticipated Schedule for Services:

- Clara Barton School 2 on or about: 1 July 2018 through 31 January 2020 (19 months)
- George Mather Forbes School 4 on or about: 1 July 2018 through 30 August 2019 (14 months)
- Dag Hammarskjold School 6 on or about: 1 July 2018 through 31 July 2019 (13 months)
- Dr. Walter Cooper Academy School 10 on or about: 1 July 2018 through 31 August 2019 (14 months)
- Flower City School 30 / 54 on or about: 24 June 2019 through 31 August 2020 (14 months)

ATTACHMENT D TO PHASE 2C/D MATERIALS TESTING AND SPECIAL INSPECTION RFP INSURANCE REQUIREMENTS

Insurance Policies:

The Materials Testing and Special Inspection contract that will be awarded for the Materials Testing and Special Inspection will have the following insurance requirements. All respondents to this RFP are presumed to be able to meet these requirements:

Commercial General Liability Limits

Per Occurrence Limit:	\$1,000,000
General Aggregate (other than Products/Completed Operations):	\$2,000,000
Products and Completed Operations:	\$2,000,000
Personal and Advertising injury:	\$1,000,000
Fire Damage Legal Liability:	\$ 300,000
Medical Payments, any one person:	\$ 10,000
Professional Liability:	\$1,000,000/\$3,000,000
Business Automobile:	\$1 million per accident
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: RJSCB; the City of Rochester ("City"); the Rochester City School District ("RCSD"); Savin Engineers, P.C. ("Savin"); Gilbane Building Company ("Gilbane"); the County of Monroe Industrial Development Agency ("COMIDA" or another capital bonding agency to be named by RJSCB); and U.S. Bank National Association ("Trustee" or another Trustee to be named by the RJSCB). A waiver of subrogation in favor of the RJSCB, City, RCSD, Savin, Gilbane, COMIDA (or another capital bonding agency to be named by the RJSCB), Trustee (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) policies. 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 the RJSCB. Copies of all other endorsements to be attached to the certificate.

Indemnification & Hold Harmless:

The consultant will be required to indemnify and hold harmless the RJSCB, the City, the RCSD, Savin Engineers (Program Manager), Gilbane Building Company, COMIDA (or another capital bonding agency to be named by RJSCB), U.S. Bank National Association ("Trustee" or another Trustee to be named by the RJSCB), and their officers, agents, and employees (collectively, the "Indemnitees") as set forth in the indemnity provision in the form of Materials Testing and Special Inspection Agreement attached as Attachment A to this RFP, Section 8.

The Consultant 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 Consultant and the Indemnitees for all losses, claims, liabilities, injuries, damages and expenses, including attorneys' fees, that the Consultant 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.

ATTACHMENT E: NEW YORK STATE EDUCATION DEPARTMENT OFFICE OF FACILITIES PLANNING STATEMENT OF SPECIAL INSPECTIONS AND TESTS

	NYS EDUCATION DEPARTMENT Office of Facilities Planning Room 1060 EBA Albany, NY 12234	STATEMENT OF SPECIAL INSPECTIONS AND TESTS As required by the Building Code of NYS (BCNYS)
BCNYS § 1704.1.1 requires the project Design Professional to complete the Statement of Special Inspections and Tests. Completion of the Statement of Special Inspections & Tests and submission to the Office of Facilities Planning with the Construction Permit Application is a condition for issuance of the Building Permit.		
School District		Building
Project Title		
SED Project #	Project Address	
Architect/Engineer		
Name of Person Completing this Statement	Phone	Date
Comments		

INSPECTION AND TESTING (Continuous & Periodic is as Defined by the BCNYS)	CONTINUOUS	PERIODIC	REFERENCE STANDARD	BCNYS REFERENCE	CHECK IF REQUIRED	IDENTIFY SPEC SECTION AND PROVIDE CLARIFYING NOTES IF NECESSARY
A. Steel Construction						
1. Material verification of high-strength bolts, nuts and washers.		X	Applicable ASTM material specifications. AISC ASD, Section A3.4; AISC LRFD, Section A3.3	1704.3	<input type="checkbox"/>	
2. Inspection of high-strength bolting.	X	X	AISC LRFD, Section M2.5	1704.3, 1704.3.3	<input type="checkbox"/>	
3. Material verification of structural steel.			ASTM A 6 or A 568	1704.3, 1708.4	<input type="checkbox"/>	
4. Material verification of weld filler materials.			AISC, ASD, Section A3.6; AISC LRFD, Section A3.5	1704.3	<input type="checkbox"/>	
5. Inspection of welding:			AWS D1.1, D1.3, D1.4; ACI 318: 3.5.2	1704.3, 1704.3.1, 1903.5.2	<input type="checkbox"/>	
a. Structural steel	X	X			<input type="checkbox"/>	
b. Reinforcing steel	X	X			<input type="checkbox"/>	
6. Inspection of steel frame joint details.		X		1704.3, 1704.3.2	<input type="checkbox"/>	
B. Concrete Construction						
1. Inspection of reinforcing steel, including prestressing tendons, and placement.		X	ACI 318: 3.5, 7.1-7.7	1704.4, 1903.5, 1907.1, 1907.7, 1914.4	<input type="checkbox"/>	

INSPECTION AND TESTING (Continuous & Periodic is as Defined by the BCNYS)	CONTINUOUS	PERIODIC	REFERENCE STANDARD	BCNYS REFERENCE	CHECK IF REQUIRED	IDENTIFY SPEC SECTION AND PROVIDE CLARIFYING NOTES IF NECESSARY
2. Inspection of reinforcing steel welding.			AWS D1.4; ACI 318: 3.5.2	1704.4, 1903.5.2	<input type="checkbox"/>	
3. Inspection of bolts to be installed in concrete prior to and during placement.	X			1704.4, 1912.5	<input type="checkbox"/>	
4. Verify use of required design mix.		X	ACI 318: Ch. 4, 5.2-5.4	1704.4, 1904, 1905.2- 1905.4, 1914.2, 1914.3	<input type="checkbox"/>	
5. Sampling fresh concrete: slump, air content, temperature, strength test specimens.	X		ASTM C 172, C 31; ACI 318: 5.6, 5.8	1704.4, 1905.6, 1914.10	<input type="checkbox"/>	
6. Inspection of placement for proper application techniques.	X		ACI, 318: 5.9, 5.10	1704.4, 1905.9, 1905.10, 1914.6, 1914.7, 1914.8	<input type="checkbox"/>	
7. Inspection for maintenance of specified curing temperature and techniques.		X	ACI, 318: 5.11, 5.13	1704.4, 1905.11, 1905.13, 1914.9	<input type="checkbox"/>	
8. Inspection of prestressed concrete.	X		ACI 318: 18.18, 18.164	1704.4	<input type="checkbox"/>	
9. Erection of precast concrete members.		X	ACI 318: Ch. 16	1704.4	<input type="checkbox"/>	
10. Verification of in-situ concrete strength prior to stressing of tendons and prior to removal of shores and forms from beams and slabs.		X	SVI 318: 6.2	1704.4, 1906.2	<input type="checkbox"/>	
C. Masonry Construction L1 = Level 1 Inspection required for nonessential facilities. L2 = Level 2 Inspection required for essential facilities. In general, schools are not considered essential facilities unless they are a designated emergency shelter.			ACI 530/ ASCE 5/TMS 402, Ch. 35	ACI 530.1/ ASCE 6/TMS 602, Ch. 35		
I. Verify to ensure compliance:						
a. Proportions of site prepared mortar and grout.		X L1 L2	2.6A	1704.5	<input type="checkbox"/>	
b. Placement of masonry units and construction of mortar joints.		X L1 L2	3.3B	1704.5	<input type="checkbox"/>	
c. Location and placement of reinforcement, connectors, tendons, anchorages.		X L1 L2	3.4, 3.6A	1704.5	<input type="checkbox"/>	

INSPECTION AND TESTING (Continuous & Periodic is as Defined by the BCNYS)	CONTINUOUS	PERIODIC	REFERENCE STANDARD		BCNYS REFERENCE	CHECK IF REQUIRED	IDENTIFY SPEC SECTION AND PROVIDE CLARIFYING NOTES IF NECESSARY
d. Prestressing technique and installation.		X L1 L2		3.6A, 3.6B	1704.5	<input type="checkbox"/>	
e. Grade and size of tendons and anchorages.		X L1 L2		2.4B, 2.4H	1704.5	<input type="checkbox"/>	
f. Grout specs prior to grouting.	X L2			3.2D	1704.5	<input type="checkbox"/>	
g. Placement of grout.	X L2			3.5	1704.5	<input type="checkbox"/>	
h. Grouting of tendons.	X L2			3.6C	1704.5	<input type="checkbox"/>	
2. Inspection shall verify:					1704.5	<input type="checkbox"/>	
a. Size and location of structural elements.		X L1 L2		3.3G	1704.5	<input type="checkbox"/>	
b. Type, size, and location of anchors.	X L2	X L1	1.15.4, 2.1.1		1704.5	<input type="checkbox"/>	
c. Specified size, grade, and type of reinforcement.		X L1 L2	1012	2.4, 3.4	1704.5	<input type="checkbox"/>	
d. Welding of reinforcing bars.	X L1 L2		2.1.8.6, 2.1.8.6		1704.5, 2108.9.2.11	<input type="checkbox"/>	
e. Cold/hot weather protection of masonry construction.		X L1 L2		108	1704.5, 2104.3, 2104.4	<input type="checkbox"/>	
f. Prestressing force measurement and application.	X L2	X L1		3.6B	1704.5	<input type="checkbox"/>	
3. Inspection prior to grouting.		X L1 L2	1.12	3.2D, 3.4, 2.6B, 3.3B	1704.5	<input type="checkbox"/>	
4. Grout placement.	X L1 L2			3.5, 3.6C	1704.5	<input type="checkbox"/>	
5. Preparation of grout specimens, mortar specimens, and/or prisms.	X L1 L2			1.4	1704.5	<input type="checkbox"/>	
6. Compliance with documents and submittals.		X L1 L2		1.5	1704.5	<input type="checkbox"/>	
D. Wood Construction: Fabrication of wood structured elements and assemblies.					1704.6, 1704.2	<input type="checkbox"/>	
E. Soils							
1. Site preparation.					1704.7.1	<input type="checkbox"/>	
2. During fill placement.					1704.7.2	<input type="checkbox"/>	
3. Evaluation of in-place density.					1704.7.3	<input type="checkbox"/>	

Request for Proposals: Materials Testing and Special Inspection

INSPECTION AND TESTING (Continuous & Periodic is as Defined by the BCNYS)	CONTINUOUS	PERIODIC	REFERENCE STANDARD	BCNYS REFERENCE	CHECK IF REQUIRED	IDENTIFY SPEC SECTION AND PROVIDE CLARIFYING NOTES IF NECESSARY
F. Pile Foundations: Installation and load tests.				1704.8	<input type="checkbox"/>	
G. Pier Foundations: Seismic Design Category C, D, E, F.				1704.9, 1616.3	<input type="checkbox"/>	
H. Wall Panels and Veneers: Seismic Design Category E, F.				1704.10, 1616.3, 1704.5	<input type="checkbox"/>	

INSPECTION AND TESTING (Continuous & Periodic is as Defined by the BCNYS)	CONTINUOUS	PERIODIC	REFERENCE STANDARD	BCNYS REFERENCE	CHECK IF REQUIRED	IDENTIFY SPEC SECTION AND PROVIDE CLARIFYING NOTES IF NECESSARY
I. Sprayed Fire-Resistant Materials						
1. Structural member surface conditions.				1704.11.1	<input type="checkbox"/>	
2. Application.				1704.11.2	<input type="checkbox"/>	
3. Thickness.			ASTM E 605	1704.11.3	<input type="checkbox"/>	
4. Density.			ASTM E 605	1704.11.4	<input type="checkbox"/>	
5. Bond strength.			ASTM E 736	1704.11.5	<input type="checkbox"/>	
J. Exterior Insulation and Finish Systems (EIFS)				1704.12	<input type="checkbox"/>	
K. Special Cases				1704.13	<input type="checkbox"/>	
L. Smoke Control				1704.14	<input type="checkbox"/>	
M. Special Inspections for Seismic Resistance: Applicable to specific structures, systems, and components.						
1. Structural steel.	X		AISC Seismic	1707.2	<input type="checkbox"/>	
2. Structural wood.	X			1707.3	<input type="checkbox"/>	
3. Cold-formed steel framing.		X		1707.4	<input type="checkbox"/>	
4. Storage racks and access floors.		X		1707.5	<input type="checkbox"/>	
5. Architectural components.		X		1707.6	<input type="checkbox"/>	
6. Mechanical and electrical components.		X		1707.7	<input type="checkbox"/>	
7. Seismic isolation system.		X		1707.8	<input type="checkbox"/>	

Request for Proposals: Materials Testing and Special Inspection

N. Structural Testing for Seismic Resistance: Applicable to specific structures, systems, and components.						
1. Testing and verification of masonry materials and assemblies.				1708.1	<input type="checkbox"/>	
2. Testing for seismic resistance.				1708.2	<input type="checkbox"/>	
3. Reinforcing and prestressing steel.		ACI 318		1708.3, 1903.5.2	<input type="checkbox"/>	
4. Structural steel.		AISC Seismic		1708.5	<input type="checkbox"/>	
5. Mechanical and electrical equipment.				1708.5	<input type="checkbox"/>	
6. Seismically isolated structures.				1708.6, 1623.8	<input type="checkbox"/>	
O. Structural Observations				1709.1	<input type="checkbox"/>	
Applicable to specific structures.						
P. Test Safe Load				1712.1	<input type="checkbox"/>	
Q. In-Situ Load Tests				1713.1	<input type="checkbox"/>	
R. Preconstruction Load Tests				1714.1	<input type="checkbox"/>	
S. Other (list)						

**FORM I TO PHASE 2C/D MATERIALS TESTING AND SPECIAL INSPECTION RFP
FEE SUBMITTAL**

RSMP – Materials Testing and Special Inspection Services

Authorized Signature: _____

Name: _____

INSPECTION AND TESTING – ITEM DESCRIPTION	IT	COST/UNIT
1. SOILS & FOUNDATION		
A. Inspections – Full Day	per diem	
B. Inspections – Half Day	per diem	
C. Modified Proctor Tests		
D. Gradation & Sieve Analysis		
E. Compaction Testing (minimum 10 tests/callout)		
F. Moisture Content		
G. Footing bottom / Bearing capacity tests		
H. Other anticipated soils/foundation testing		
2. CAST-IN-PLACE CONCRETE		
A. Rebar Inspection and Pre-placement – Full Day	per diem	
B. Rebar Inspection and Pre-placement – Half Day	per diem	
C. Batch Plant Inspection – Half Day	per diem	
D. Cast-in-Place Inspection and sampling – Full Day	per diem	
E. Compressive Strength Tests (cylinders)	each	
3. MASONRY		
A. Inspections – Full Day	per diem	
B. Inspections – Half Day	per diem	
C. Compressive Strength Tests – Mortar cylinders		
D. Compressive Strength Tests – Grout prisms		
E. Composite Masonry Prisms (including labor)		
F. In-place Shear Strength Tests (including labor)		
4. STRUCTURAL STEEL		
A. Inspection – Full Day	per diem	
B. Inspection – Half Day	per diem	
C. Shop Inspection – Full Day	per diem	

Request for Proposals: Materials Testing and Special Inspection

D. Shop Inspection – Half Day	per diem	
E. Torque Testing	Per diem	
F. Magnetic Particle Testing	lump sum	
5. ASPHALT		
A. Inspections – Full Day	per diem	
B. Inspections – Half Day	per diem	
C. Mix Density Test (Marshall Test)	each	
D. In-Place Density using Nuclear Density Meter	each	
E. Core Sampling and Testing	each	
6. FLOOR FLATNESS		
A. Surveys	per diem	
B. Equipment	lump sum	
7. FIRE-RESISTANCE		
A. Sprayed Fire-Resistance (Thickness & Density)		
B. Adhesion / Cohesion		
C. Intumescent Paint Thickness Check		
D. Intumescent Fireproofing		
8. FIRE-STOPPING		
A. Fire Caulk Testing/Inspection		
9. OVERSIGHT OF TESTING & INSPECTION TEAM		
A. New York State Licensed Professional Engineer		
B. New York State E.I.T. / Project Manager		
10. OTHER INSPECTION & TESTING SERVICES		
A. Drilled Piers		
B. Pre-cast concrete items		
C. Pre-stressing Techniques & Installation		
D. Tendons & Anchorages		
E. Grouting of Tendons		
F. Welding of Reinforcing Bars		
G. Pre-stressing Force Measurements		
H. Seismic Resistance		
I. Cold-Formed Steel Framing		

Request for Proposals: Materials Testing and Special Inspection

J. Structural Wood		
K.		
L.		
M.		
N.		
O.		
P.		

**FORM II TO PHASE 2C/D MATERIALS TESTING AND SPECIAL INSPECTION RFP
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.

BY:

FULL LEGAL NAME OF FIRM OR CORPORATION

NAME OF AUTHORIZED SIGNATOR/TITLE

AUTHORIZED SIGNATURE

TELEPHONE AND FACSIMILE NUMBERS

STREET ADDRESS

E-MAIL ADDRESS

CITY, STATE, ZIP CODE

DATE

**FORM III TO PHASE 2C/D MATERIALS TESTING AND SPECIAL INSPECTION RFP
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:

Offeror 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:

FULL LEGAL NAME OF FIRM OR CORPORATION

NAME OF AUTHORIZED SIGNATOR/TITLE

AUTHORIZED SIGNATURE

TELEPHONE AND FACSIMILE NUMBERS

STREET ADDRESS

E-MAIL ADDRESS

CITY, STATE, ZIP CODE

DATE

**FORM IV TO PHASE 2C/D MATERIALS TESTING AND SPECIAL INSPECTION RFP
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:

FULL LEGAL NAME OF FIRM OR CORPORATION

NAME OF AUTHORIZED SIGNATOR/TITLE

AUTHORIZED SIGNATURE

TELEPHONE AND FACSIMILE NUMBERS

STREET ADDRESS

E-MAIL ADDRESS

CITY, STATE, ZIP CODE

DATE

**FORM V TO PHASE 2C/D MATERIALS TESTING AND SPECIAL INSPECTION RFP
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: _____

FORM VI TO PHASE 2C/D MATERIALS TESTING AND SPECIAL INSPECTION RFP DIVERSITY PROGRAM (“DP”) AND USE OF FORMS

The Rochester Joint Schools Construction Board (the “Board”) recognizes the need to take action to ensure that minority and women-owned business enterprises, disadvantaged business enterprises, and minority and women employees and principals are given the opportunity to participate in the performance of contracts of the 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. “Small Business Enterprise” shall mean a business concern which, together with its affiliates, has no more than fifteen (15) employees and average annual receipts that do not exceed \$2 million (Two Million Dollars).

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 518-330-7816) at the latest upon the Consultant’s notification of having been short-listed for an interview.

INSTRUCTIONS FOR USE OF THE ATTACHED DP FORMS:

1) DP-1: EBE UTILIZATION

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., MBEs, WBEs and DBEs).

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)

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.

4) INSTRUCTIONS FOR DP-3a (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.

5) PROMISE OF NON-DISCRIMINATION

6) EBE ASSURANCE STATEMENT

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

7) 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 bidder.

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 (circle as appropriate) 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 bidder.

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

Company Officer Signature

Date

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 2018. 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. Attach as many pages as necessary.

MONTHLY EMPLOYMENT UTILIZATION REPORT - DP-3/RSMP										ROCHESTER SCHOOLS MODERNIZATION PROGRAM PHASE II														
1. Project :					2. Reporting Period: ___/___/___ - ___/___/___																			
3. Reporting Contractor Name / Address / Phone No. / Fax No.					4a. Reporting Contractor is a () 1st Tier - or - () Lower Tier Contractor																			
No Work Performed ()					4b. Only if a lower tier contractor, indicate to whom you are a subcontractor:																			
Project Goals : Minority - 22% Women - 8%																								
5. POSITION	EMPLOYEE	City of Rochester Resident (Y/N)	6a. Total All Hours by Service		6b. Caucasian (Hours)		6c. Black not of Hispanic Origin (Hours)		6d. Hispanic (Hours)		6e. Asian or Pacific Islander (Hours)		6f. American Indian or Alaskan Native (Hours)		7. Minority (Male & Female) % of Total Hours	8. Female (Caucasian Only) % of Total Hours	9. Total Number of Employees		10. Total Number of Caucasian Employees		11. Total Number of Minority Employees			
			M	F	M	F	M	F	M	F	M	F	M	F			M	F	M	F	M	F	M	F
Grand Total			0	0	0	0	0	0	0	0	0	0	0	0			0	0	0	0	0	0	0	0
Certification Statement - the below signed, being an authorized representative of the reporting company, hereby certifies that the above information represents all the hours worked by the reporting company's employees on the above noted project site during the above noted month.																								
11. Reporting Company Official's Printed Name and Title										12. Reporting Company Official's Signature					13. Date Signed			14. Page						
										_____								__1__ of __1__						

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. 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 2018 DP-3’s/RSMP or No-Labor Notice(s) must be received by December 5, 2018.) These can be made directly through a portal. Contact RSMP for details.

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

Project Name: _____ Original Contract: _____
 Contract No.: _____ Current Contract: _____
 Contractor/Vendor Name: _____ MBE % of Current Contract: _____
 Address: _____ WBE % of Current Contract: _____
 Phone: _____ DBE: % of Current Contract: _____
 Fax: _____ SBE: % of Current Contract: _____
 Change Orders to Date: _____

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 Amount of Invoices Submitted to Date	Cancelled Checks Submitted to Date

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

 Contractor/Vendor Representative Signature

CERTIFICATION OF NON-COLLUSION IN BIDDING

By submission of this bid, each bidder and each person signing on behalf of any bidder 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 knowledge and belief:

1. The prices of this bid 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 bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

BY

*LEGAL NAME OF FIRM OR CORPORATION

AUTHORIZED SIGNATURE

ADDRESS

PRINTED NAME OF
AUTHORIZED
SIGNATURE/TITLE

CITY, STATE, ZIP CODE

TELEPHONE/DATE

PROMISE OF NON-DISCRIMINATION

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

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

- (1) No person shall be excluded from participation in, denied the benefit of, or otherwise be discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Owner or the performance of any contract resulting from;
- (2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including various local small business enterprises;
- (3) In connection herewith, I/We acknowledge and warrant that this Company has been made aware of, understands and agrees to make Good Faith Efforts to solicit EBE's to do business with this Company;
- (4) That the promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain;
- (6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination or Good Faith Efforts to attain the EBE utilization Goals and reporting requirements, as made and set forth in this Proposal, 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)

Title: _____
(Print)

EBE ASSURANCE STATEMENT

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

Subject Proposal for _____

The undersigned bidder, 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/Bidder acknowledgement:

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

Name of Contractor/Bidder firm: _____

Authorized representative: _____

Authorized signature: _____ Date: _____, 20__

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

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

**FORM VII TO PHASE 2C/D MATERIALS TESTING AND SPECIAL INSPECTION RFP
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