



REQUEST FOR PROPOSALS

Signage Program for the East Campus

RSMP Phase II

The Rochester Joint Schools Construction Board, on behalf of Rochester Schools modernization Program, seeks to identify design professionals qualified to provide signage design to the RJSCB for East Campus and possibly, other reconstructed and enlarged RSMP Phase II School Projects

ISSUE DATE:

21 May 2019

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1.0 PURPOSE OF REQUEST FOR PROPOSAL

The Rochester Joint Schools Construction Board (“RJSCB” or the “Board”) on behalf of the Rochester City School District (“RCSD” or the “District”) is seeking proposals from qualified professional firms with expertise in design and construction of public school buildings to perform the services of a Design Firm to develop and implement way-finding and identification Signage for the East Campus Project.

The Rochester Schools Modernization Program (“RSMP”) is governed by the RJSCB to modernize the Rochester City Schools. **This Request for Proposal (“RFP”) is specific to Phase 2 of the RSMP, 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 a contract for the Services to one firm, the RJSCB reserves the right to issue contracts to multiple service providers that may possess full and comprehensive professional services, as well as firms specializing in a specific area, if so desired.

For general background, the contracting plan and major construction is already underway for each of the Phase 2 Projects based on a multiple Prime format with a General Construction, Mechanical, Electrical, and Plumbing Contractor.

It is anticipated the Design Firm selected for Signage will review documents owned by the RCSD and/or prepared by other professional services providers for the Program. The Phase 2 Master Plan, approved by the Board of Education, the City of Rochester (“City”) and the RJSCB, submitted to the NYS Education Department (“NYSED”) and State Comptroller, includes the following Phase 2 Projects, to which this RFP is specific to the East Campus*:

- Monroe High School, “Part A”
- Virgil I. Grissom School No. 7
- John Walton Spencer School No. 16
- East High School*
- Dr. Freddie Thomas Learning Center
- School Without Walls Commencement Academy
- Martin B. Anderson School, No. 1
- Monroe High School, “Part B”
- Edison Technology Campus
- Abraham Lincoln School No. 22
- Dr. Walter Cooper Academy School No. 10
- George Mather Forbes School No. 4
- Clara Barton School No. 2
- The Flower City School No. 54

All Services of the Design Consultant will be provided in accordance with the governing laws, codes, rules, regulations, guidelines and standards of the State of New York, NYSED, the City, RJSCB and the RCSD. The Services to be provided will include compliance with all due dates and deadlines, coordination with RCSD internal departments and outside consultants, as well as successful administration of work under the direction of the Program Manager.

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2.0 DISTRICT INFORMATION

The RCSD is located in western New York State on the south shore of Lake Ontario and is bisected by the Genesee River. It has a city population of over 200,000 and a metropolitan population of over 700,000. The RCSD serves approximately 30,000 students in pre-Kindergarten through grade 12. It operates in approximately 50 Buildings. The RCSD currently employs approximately 7,500 employees

3.0 ROCHESTER JOINT SCHOOLS CONSTRUCTION BOARD (RJSCB) INFORMATION

The RJSCB was established by legislation to oversee the RSMP which is a multi-phase joint initiative of the Rochester City School District and the City of Rochester to update and improve school facilities.

This estimated \$1.3 billion program is expected to span approximately 15 years. Construction of Phase 2 projects began 2017, and construction for the last currently approved Project will occur in 2021.

4.0 OVERALL SCOPE AND SCHEDULE OF SERVICES

The Firm selected by the RJSCB for Signage Design Services will report to the Program Manager. The overall scope is to support the RCSD and the RSMP for consistency in approach, management and standardized guidelines for the respective technical specifications manual. Specifically, the Design

Consultant shall provide signage programming, concept schematics, budgeting, final Construction Documents and Specifications that will be used to assure full integration (i.e., the major Phase 2 Construction Project) with the basis of design and bid documents issued for the construction of schools associated with the RSMP and future RCSD capital improvement projects.

The Design Consultant shall provide a full range of professional services associated with the East Campus comprised of approximately 325,000 gross square feet, approximately 500-rooms/spaces of various types, along with a formal dedication plaque and floor by floor circulation diagram among other wayfinding elements. The Design Consultant will, in the process, assist the District, the RJSCB Program Manager, and the RJSCB's Architects of Record in establishing planning requirements and design criteria. These services include, but are not limited to:

- Updating the District "Design Standards for Technical Specifications".
- Research/update as appropriate current products, assemblies, installation procedures, and governing standards consistent with the quality and operation and maintenance preferences of the RCSD.
- Assisting the Program Manager in rolling out (presentation and distribution) of the proposed signage concepts (i.e., at minimum three (3) Alternatives) for the Final Approval.
- Organizing the updated technical specification standards in accordance with the latest Construction Specifications Institute (CSI) MasterFormat Divisions.
- Design Construction Documents and Construction Administration.

The Design Consultant selected will be fully responsible and accountable for assisting RSMP with confirming a Signage Construction Budget, including all necessary estimating, and delivery of a Final Design within the Budget approved by the RJSCB.

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The Design Consultant shall:

- Cooperate with the RJSCB, Program Manager, RCSD, City, and the Architects, Engineers, Construction Managers, and Contractors retained by the Board for the Phase 2 projects.
- Understand the District’s project specifications/requirements.
- Provide qualified personnel.
- Keep records and submit reports.

When requested by the RJSCB by the Program Manager and the RJSCB, the Design Consultant agrees to perform additional services in accordance with the terms and conditions of the Consulting Services Contract.

SCHEDULE, DELIVERABLES, and MEETINGS

The Design Consultant shall prepare a working schedule for RJSCB review and comment on proposed meetings, progress reports, etc. necessary for the orderly development of the agreed deliverables. The Design Consultant will be responsible for the preparation of all meeting notes including agenda, key issues, open items, ball-in-court, decisions needed, interim approvals, and schedule status.

4.1 DETAILED SCOPE OF SERVICES

The Design Consultant will prepare a Proposed Initial Schedule as part of this Proposal as a basis of understanding of the tasks/deliverables for discussion with RJSCB.

The Design Consultant will meet with the RSMP, Educational Partnership Organization (EPO), and District Facilities Design Group for a “kick-off” meeting to review project scope, gather input and ideas from the District staff and members of the Project Team.

Schedule of Services and terms of contract: The Design Consultant will begin work immediately upon contract award by the RJSCB, anticipated for June 10, 2019, with a Final Schematic Report and Cost Estimate deliverable expected on or about mid-July 2019.

5.0 PROPOSAL REQUIREMENTS:

Cost Proposal: The proposal shall contain a cost for the total value for the work. The proposal must indicate all levels of staff being proposed, the hourly rates for each person, and the hours for each person for the duration of the project.

The proposal shall provide a detailed listing and estimated costs associated with any anticipated equipment, disposables, and reimbursable expenses. The Design consultant will submit monthly Invoices for review and approval by RJSCB.

The RJSCB reserves the right to revise the scope of services prior to the execution of a contract to: (1) reflect changes arising out of this proposal process; (2) incorporate any RJSCB requirements adopted after the publication of this RFP, and (3) incorporate any other changes it deems necessary.

Each proposer must include in the proposal an acknowledgment and acceptance that Services not listed in the “Scope of Services” may be required during the effective duration of the Consulting Services Agreement.

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Billing Procedures: The Design Consultant, including but not limited to personnel and sub-consultants, will bill on an hourly basis up to the cost as set forth in the proposal.

The Design Consultant shall submit invoices on a monthly basis, with the invoice indicating the job name, with the name, number, and dates of Services performed, and shall include Diversity Plan DP-3 and DP-3a forms.

Reimbursables: Mileage expenses for local travel to locations within the City of Rochester are non-reimbursable expenses. Expenses for out-of-town travel are billable reimbursable expenses, following Program approval and prior authorization by RJSCB.

6.0 RECORDS AND REPORTS

The Design Consultant shall submit reports to the Program Manager for review.

7.0 PROGRAM OFFICE

If desired, the Design Consultant can use office facilities (i.e., in the Program Manager's Office at 70 Carlson Road Suite 200, Rochester NY, 14610) for meeting purposes with RCSD staff, A/E Teams, etc.

8.0 COMMUNICATION

The Design Consultant shall communicate with the Phase 2 design team members, as appropriate, and with the District's Facilities Department, but shall report to the Program Manager

9.0 OWNER RESPONSIBILITIES

The Owner will provide the Design Consultant with a copy of the RCSD's current design guides and standards as a general baseline. Key staff from the RCSD Facilities Design Group and Operations will be made available according to a mutually agreed schedule of tasks and meetings.

10.0 RFP REVIEW CRITERIA

The written responses to the following points shall be used as criteria by the RJSCB for developing a list of finalists for interview and/or for final selection. Please specifically address the following considerations in submitting the fee proposal:

1. Relevant Design Consultant Services experience over the past 10 years.
2. Experience working with public school districts (identify whether urban, or suburban).
3. Location of business operations. Indicate any team members in the greater Rochester area.
4. If partnering with another firm or consultant, whether the team members have worked together on previous projects.
5. Specific team members assigned to the project along with their professional background, experience and qualifications.
6. References received on behalf of the firm as well as for key individual project team members.

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7. Ability to meet the goals set forth in the Phase 2 Diversity Plan.
8. Document Quality (i.e. clarity, completeness, accuracy). Representative Executive Summary, or Schematic Design Submission samples shall be provided for review with the proposal.
9. Adherence to the RJSCB's policies, procedures, and standards.
10. Flexibility to input, feedback and revisions necessary to reach consensus (i.e., multi-clients).
11. Demonstrations of adherence to agreed schedules: Design and Final Document Milestones.
12. Coordination with the RJSCB, Program Manager, RCSD Facilities Design Group, Architects, Engineers, and Construction Managers as necessary.
13. Describe the firm's familiarity and understanding of the RSMP, the RCSD, and Business Opportunity Program (BOP) initiatives.

The RJSCB, with its Program Manager (Savin Engineers, P.C.), will evaluate proposals based on the experience and demonstrated abilities of the firms with respect to the above listed criteria. Based on the RFP responses, the RJSCB may interview as many firms as it deems necessary to determine which firm can provide the most effective services as an experienced Design Consultant Services Provider. Minority-owned and women-owned firms are encouraged to respond. See the RJSCB's Equal Opportunity statement in Section 15 of 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 Contract (Attachment E) to contract with the successful proposer(s).

The RJSCB reserves the right to reject any and all proposals, and to request clarification of information from any firm submitting a proposal.

11.0 SUBMITTAL REQUIREMENTS/RESPONDING TO THE RFP

The following requirements must be followed in responding to this RFP

Submission: Submit ten (10) copies of all requested information in paper form and one (1) electronic copy (compact disk or flash drive) to the offices of the RJSCB, located at 70 Carlson Road Suite 200, Rochester NY, 14610; Attention: Mr. Pepin Accilien, P.E./Program Director, no later than **2:00 PM Monday, 3 June 2019.**

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

Hourly rates for services are to be submitted on the enclosed as a sealed/labeled Attachment.

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Statement of Qualifications: The Service Provider's Statement of Qualifications should clearly and accurately demonstrate specialized knowledge and experience required for consideration. Responsive proposals should provide straightforward, concise information that satisfies the requirements specified below.

Each submittal shall include a Statement of Proposer's Qualifications in the form provided in this RFP on the stationary of the proposing firm. **The statement shall bear the signature and title of an authorized representative of the proposer.**

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

- 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 the services described in this RFP.
- List not less than three (3) client references for who services similar to this RFP are currently, or have previously been provided. Include for each client:
 - o Name of Organization
 - o Appropriate gross cost of contract
 - o Date services started
 - o Services being provided
 - o Responsible official, address and telephone number of person available as a reference.
- Whether you have ever failed to complete any work awarded to you? If so, where, when, why and current resolution status?
- Whether you have ever defaulted, or had a legal penalty enforced, and/or debarred on a contract?
If so, where, when and why?
 - Describe any pending litigation or other factors that could affect your organization's ability to perform this contract.
 - 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 Report: Example/sample of the firm's deliverables should be included in the RFP. **Only 1 of sample report required** (see RFP Review Criteria, number 8).

Fee Proposal: Refer to the Fee Submittal Form in the Attachments.

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

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Proprietary Information: Careful consideration should be given before confidential information is submitted to RJSCB as part of a proposal. The New York State Freedom of Information Law, as set forth in Public Officers Law, Article 6, mandates public access to government records. Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Proposers intending to seek an exemption from disclosure of these materials under the Freedom of Information Law must request the exemption in writing, at the time of the submission of the materials, setting forth the reasons why the information should be exempted. In addition, the proposer must mark each page of its submission on which there appears any material claimed to be protected as confidential or proprietary with the following legend, in bold face, capital letters at the top of each page: "THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW". RJSCB, however, cannot guarantee the confidentiality of any information submitted.

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

12.0 INSURANCE REQUIREMENTS

Insurance Policies: The Design Consultant Services Contract that will be entered into for the work on this project 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

Business Automobile: \$1 million per accident

Professional Liability Insurance: \$1 million per claim / \$2,000,000 aggregate

Workers' Compensation: Statutory amount

Employer's Liability: \$ 500,000

Excess/Umbrella (for general aggregate and auto liability only): \$2 million

The RJSCB shall be a certificate holder and an additional named insured on such policies on a primary and non-contributory basis. The selected firm will be required to furnish the RJSCB with a certificate of insurance evidencing that it has complied with the obligations under this section of the RFP. In addition, the selected firm shall require its sub-consultants, if any, to carry similar liability insurance, to name the RJSCB as a certificate holder and an additional insured on such policies and to furnish the RJSCB with

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certificates of insurance establishing compliance with this obligation. Thirty (30) days' written 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: The Architect of Record ("Project Architect"); Construction Manager; Rochester Joint Schools Construction Board ("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). All liability policies (excluding the professional liability policy) shall contain a waiver of subrogation in favor of the Project Architect; Construction Manager; RJSCB; the City; the RCSD; Savin; Gilbane; COMIDA (or another capital bonding agency to be named by RJSCB); and Trustee (or another Trustee to be named by the RJSCB). Copies of all additional insured/primary- noncontributing/waiver of subrogation endorsements (including form CG2010 1185 or equivalent) must be attached to the certificate. All policies shall include a 30-day notice of cancellation to the RJSCB by registered or certified mail, return receipt requested. Copies of all other endorsements to be attached to the certificate.

Indemnification & Hold Harmless: The selected firm will be required to indemnify, defend and save harmless the RJSCB, the City, the District, Savin, Gilbane, COMIDA (or another capital bonding agency to be named by RJSCB) and their officers, agents, and employees as set forth in the indemnity provision in the form of Consulting Services Contract attached as Attachment E.

13.0 INTERVIEW/SELECTION PROCESS

Proposals will be reviewed, evaluated, and scored by a panel composed of RSMP and RJSCB staff, based on the selection criteria. A short list of firms will be established. Short-listed firms will be notified via e-mail should interviews become necessary, a date, time and location will be provided at such a time.

Pending the need for interviews, the firm will be contacted regarding negotiations culminating in the executed contract. Final selection of the firm is expected to occur in June 2019.

14.0 QUESTIONS

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

In lieu of a pre-proposal conference, any questions regarding the RFP or selection process should be submitted via email to paccilien@savinengineers.com by Noon on **Monday, 27 May 2019**. Submitted questions and answers will be provided to all solicited firms via email by Addendum by 5:00 PM on **29 May 2019**, barring any unforeseen circumstances.

15.0 EQUAL OPPORTUNITY AND BUSINESS OPPORTUNITIES PROGRAM (BOP)

EQUAL OPPORTUNITY

The RJSCB recognizes the need to take action to ensure that minority and women-owned business enterprises, disadvantaged business enterprises, and minority and women employees and principals are

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

The RJSCB is committed to providing Women, Minorities, Women and Minority-Owned Businesses, and Disadvantaged Businesses with equal opportunities in the performance of contracts. In order to achieve the Business Development goals of the Program, each contractor, supplier, professional service firm or other business providing goods or services with a Board contract of \$25,000 or more, shall strive to and use best efforts to meet the above stated commitment of the RJSCB regarding the participation and use of Women, Minorities, Women and Minority Owned Business and Disadvantaged Businesses.

One of the principal goals of the RJSCB is to support workforce development and the creation of diversification opportunities. As such, all contractors, suppliers, professional service firms and/or other business entities providing goods or services under a RJSCB contract of \$25,000 or more (and \$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, supervisory staff and professionals;
- **Female Workforce:** 8 % of project personnel, including skilled trades people, trainees, journeymen, apprentices, supervisory staff, and professionals.

The RJSCB is also committed to the meaningful participation of qualified minority-owned, disadvantaged business entities and small business entities in the RSMP. In order to meet its commitment, all contractors, suppliers, professional service firms, and/or other business entities providing goods and services under a RJSCB contract of \$25,000 or more shall agree to engage qualified minority-owned, women-owned, disadvantaged business entities and small business entities to assist in the completion of all work under any such contract. With each contract of \$25,000 or more (and \$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.

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

The Design Consultant must submit all diversity program (DP) compliance forms (attached) in accordance with the instructions set forth therein. All initial and monthly DP forms must be complete with all necessary certifications included, and timely submitted to the Independent Compliance Officer (ICO), for approval prior to award of contract by the RJSCB, or as a pre- condition of payment after the contract award.

BUSINESS OPPORTUNITY PROGRAM (BOP)

The RJSCB recognizes the need to take action to ensure that Minority and Women-Owned, Disadvantaged and Small Business Enterprises (M/W/D/SBE's) are given the opportunity to participate in contracts with the Board. To help meet these objectives, the Business Opportunities Program (“BOP”) is designed to bring training, education and mentoring to eligible M/W/D/SBE's resulting in a more competitive and diverse business capacity in the City of Rochester. The BOP's initiative brings together two distinct services- (1) Mentor-Protégé supported by comprehensive training, and (2) Community Outreach & Engagement, created specifically as a catalyst for driving economic diversity growth.

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

16.0 PROCUREMENT PROCESS

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

Procurement Officer:

Pepin Accilien, P.E./Program Director
Rochester Joint Schools Construction Board
70 Carlson Road, Suite 200
Rochester, NY 14610
Phone: (585)-512-3820

APPENDIX A

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 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 contract, 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;
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.

*LEGAL NAME OF FIRM OR CORPORATION

AUTHORIZED SIGNATURE

ADDRESS

PRINTED NAME OF AUTHORIZED SIGNATURE/TITLE

CITY, STATE, ZIP CODE

TELEPHONE/DATE

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

APPENDIX B

**OFFERER'S AFFIRMATION OF UNDERSTANDING OF AND
AGREEMENT PURSUANT TO STATE FINANCE LAW
§139-j (6) (b)**

• **Background:**

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

Every Governmental Entity (including, voluntarily, the Rochester Joint Schools Construction Board, the "Board") shall seek written affirmations from all Offerers as to the Offerer's understanding of an contract 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 contract to comply with procedures on procurement lobbying restrictions regarding permissible contacts in the Restricted Period for a Procurement Contract in accordance with State Finance Law §139-j and §139-k:

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

BY

*LEGAL NAME OF FIRM OR CORPORATION

AUTHORIZED SIGNATURE

ADDRESS

PRINTED NAME OF AUTHORIZED SIGNATURE/TITLE

CITY, STATE, ZIP CODE

TELEPHONE/DATE

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

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APPENDIX C

**OFFERER CERTIFICATION OF COMPLIANCE WITH
STATE FINANCE LAW §139-K (5)**

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

_____	_____
*LEGAL NAME OF FIRM OR CORPORATION	SOCIAL SECURITY OR TAX ID NUMBER
_____	_____
ADDRESS	PHONE NO.
_____	_____
CITY, STATE, ZIP CODE	FAX NO.
_____	_____
NAME OF AUTHORIZED SIGNATURE	TITLE OF AUTHORIZED SIGNATURE

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

BY: _____
(Signature)

DATED: _____, 20 _____

APPENDIX D

**FORM OF OFFERER DISCLOSURE OF
PRIOR NON-RESPONSIBILITY DETERMINATION**

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

Address:

Name and Title of Person Submitting this Form:

Date: _____

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

(Please circle): No Yes

If yes, please answer the next questions:

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

 No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Government Entity? (Please circle):

 No Yes

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

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

**Request for Proposal:
Signage Program for East Campus**

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

No Yes

6. If yes, please provide details below:

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

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

By: _____ Date: _____

Signature: _____

**Request for Proposal:
Signage Program for East Campus**

ATTACHMENT A

FEE SUBMITTAL FORM

RSMP – Design Consultant Services

TOTAL LUMP SUM PRICE PROPOSAL FOR THE Design CONSULTANT SERVICES _____.

TOTAL WRITTEN VALUE: _____ (DOLLARS)

Fee Breakdown by Major Activity

Activity 1	Fee (\$)
Activity 2	Fee (\$)
Activity 3	Fee (\$)
TOTAL	

Additional Services Hourly Rates

Title	Hourly Rate
Project Executive / Principal	
Project Manager	
Administrative Support / Intern	
Other	
Other	
Other	
Other	

ATTACHMENT B

DIVERSITY PROGRAM ("DP") FORMS

INSTRUCTIONS FOR USE OF THE ATTACHED DP FORMS:

1. DP -1: SCHEDULE OF EBE PARTICIPATION

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

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

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

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

4. DP – 3: MONTHLY EMPLOYMENT UTILIZATION REPORT

This form provides a monthly summary of employment manpower utilization. It is used to track the diversity of a particular contractor's manpower and his responsiveness to the objectives illustrated in the Diversity Plan. The selected contractor is required to submit this form on a monthly basis.

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

6. DP – 3: MONTHLY EBE UTILIZATION REPORT

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

7. PROMISE OF NON-DISCRIMINATION

8. EBE ASSURANCE STATEMENT

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

9. GOOD FAITH EFFORTS CHECKLIST

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

**Request for Proposal:
Signage Program for East Campus**

Request for Proposals: Signage Program for East Campus

RCSO
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	9. Scope of Services to be provided
7. Certified as EBE	10. Proposed Dollar Amount
8. Performance Category	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.

**Request for Proposal:
Signage Program for East Campus**

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 Contract is \$_____; which is ____% of the total Proposal.

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

By: _____

Printed Name: _____

Title: _____

Date: _____

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

Should any revisions to this pending contract 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 contract for the work described upon the approval of the CONSULTANT and award and execution of a contract with RJSCB to the bidder.

**Request for Proposal:
Signage Program for East Campus**

Bidding Contractor Company Name

Proposed EBE Company Name

Address

Address

Phone Number

Phone Number

Company Officer Name & Title (Print)

Company Officer Name & Title (Print)

_____/____/_____
Company Officer Signature Date

_____/____/_____
Company Officer Signature Date

For RJSCB Use Only

Owner Signature

Date

CONSULTANT Signature

Date

**Request for Proposal:
Signage Program for East Campus**

**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 2016. 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 contract 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.

(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. i.e. $\frac{6b.M + 6b.F + 6c.M + 6c.F + 6d.M + 6d.F + 6e.M + 6e.F}{6a.M + 6a.F}$.
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. $\frac{6a.F}{6a.M + 6a.F}$

**Request for Proposal:
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(8. cont'd) 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, subtotalling 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, subtotalling at after each trade, for this reporting period.
11. *Reporting Company Official's Printed Name and Title:* Reporting company official's printed name/ title.
12. *Reporting Company Official's Signature:* Reporting company official's original signature. By signing this form, this individual is certifying that the information provided on the form has been reviewed prior to its submission and is accurate to the best of his/her knowledge.
13. *Date Signed:* Date of signature.
14. *Page:* Indicate page number and total number of pages submitted. Attached as many pages as necessary.

**Request for Proposal:
Signage Program for East Campus**

**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 ICOCONSULTANT.

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 2016 DP-3's/RSMP or No-Labor Notice(s) must be received by December 5, 2016.)

DDP-3A
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 No.: _____ DBE % of Current Contract: _____
 Fax No.: _____ 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 Amnt of Invoices Submitted to Date	Cancelled Checks Submitted to Date

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

Contractor \ Vendor Representative Signature

**Request for Proposal:
Signage Program for East Campus**

PROMISE OF NON-DISCRIMINATION (DP-3)

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 Section 00 43 31, shall constitute a material breach of contract entitling the Owner to declare the Contract in default and to exercise any and all applicable rights and remedies, including but not limited to, cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract.

By: _____
(Signature)

Date: _____, 20____

Name: _____
(Print name)

Title: _____
(Print title)

**Request for Proposal:
Signage Program for East Campus**

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.**

**Request for Proposal:
Signage Program for East Campus**

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 contract, 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.

**Request for Proposal:
Signage Program for East Campus**

(GOOD FAITH EFFORTS CHECKLIST continued)

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.

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

1. Name of subcontractor/Vendor: _____
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: _____
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

**Request for Proposal:
Signage Program for East Campus**

(GOOD FAITH EFFORTS CHECKLIST continued)

3. Name of subcontractor/vendor: _____
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

4. Name of subcontractor/vendor: _____
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

**Request for Proposal:
Signage Program for East Campus**

**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 2016. 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 contract with relative to this 1st Tier Project contract. If you are a 1st Tier contractor leave blank or indicate N/A.
7. *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.
8. *(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.

(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.
8. *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. i.e. $((6b.M + 6b.F + 6c.M + 6c.F + 6d.M + 6d.F + 6e.M + 6e.F) / (6a.M + 6a.F))$.
9. *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. $(6a.F / (6a.M + 6a.F))$

**Request for Proposal:
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(8. cont'd):

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.)

15. *Total Number of Employees:* Total number of male and total number of female employees utilized in each trade and grade classification, subtotalling at after each trade, for this reporting period.
16. *Total Number of Minority Employees:* Total number of male minority and total number of female minority employees utilized in each trade and grade classification, subtotalling at after each trade, for this reporting period.
17. *Reporting Company Official's Printed Name and Title:* Reporting company official's printed name/ title.
18. *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.
19. *Date Signed:* Date of signature.
20. *Page:* Indicate page number and total number of pages submitted. Attached as many pages as necessary.

**Request for Proposal:
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ATTACHMENT C

**PRELIMINARY SCHEDULE OF REMAINING PHASE II SCHOOLS IN
DESIGN/CONSTRUCTION**

Project Name	Design Schedule	Construction Start	Construction Complete
East Campus	2015	2017	2021
Edison Technology	2016	2017	2020
School 22	2017	2018	2019
School 10	2017	2018	2020
School 4	2017	2018	2019
School 2	2017	2018	2019
School 54	2018	2020	2020

**Request for Proposal:
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ATTACHMENT D

PROPOSER'S CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

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

[Please Check One]

PROPOSER'S CERTIFICATION

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

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

Dated: _____, 20__

SIGNATURE

PRINTED NAME

TITLE

FULL BUSINESS NAME

Sworn to before me this

_____ day of _____, 20__
Notary Public

ATTACHMENT E: SIGNAGE DESIGN CONSULTANT FORM OF AGREEMENT

THIS AGREEMENT, also referred to as Contract, made as of [REDACTED] by and between the Rochester Joint Schools Construction Board, having its principal office and place of business at 70 Carlson Road, Rochester, New York 14610 (hereinafter the "Board" or "RJSCB") and

[REDACTED]
Having its principal office and place of business at [REDACTED]
[REDACTED]
(hereinafter the "Consultant").

WHEREAS, the Board was created, pursuant to Chapter 416, Laws of New York State 2007, as amended pursuant to Chapter 533, Laws of New York 2014 (collectively, the "Enabling Legislation"), to act as agent of the City of Rochester (the "City") and the Rochester City School District (the "District"), to administer and govern the Rochester Schools Modernization Program (the "Program" or "RSMP"); and

WHEREAS, the Board desires to have the Program completed 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 RSMP; and

WHEREAS, Consultant is experienced in reviewing and preparing design specifications in connection with construction projects; and

WHEREAS, the Board desires to retain Consultant to provide certain services in connection with Phase 2 of the Program, and Consultant agrees to provide such services, in accordance with the terms and conditions set forth in this Contract; 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:

ARTICLE 1 Retention of Consultant

The Board hereby retains the Consultant and the Consultant hereby agrees to act as the Signage Design Consultant for Phase 2 and to perform the services hereinafter described on the terms and conditions specified herein.

ARTICLE 2 Services to be Performed

The Board hereby retains Consultant to provide during the Term (as defined in Exhibit C), and Consultant hereby agrees to provide to the Board, services whereby Consultant will provide design and technical standards in connection with Phase 2 of the Program, which services are more fully described on Exhibit B (the "Services" or "Scope of Services"), in accordance with the terms and conditions of this Contract. As used in this Contract, "Phase 2" means the portion of the Program described in the Enabling Legislation as Phase Two. Unless the context requires otherwise, references in this Contract to the "Program" shall be deemed to mean Phase 2 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 4.3), which are mutually agreed upon by and between the Board and Consultant, shall be incorporated in written amendments executed by both Parties.

ARTICLE 3 Additional Obligations and Responsibilities

3.1 The services to be performed hereunder shall be performed by the Consultant's own staff, unless otherwise authorized in writing by the Board. The employment of, contract with, or use of the services of any other person or firm by the Consultant, as subconsultant, subcontractor or otherwise, shall be subject to the prior written approval of the Board. No provision of this Agreement, or such authorization, shall, however, be construed as constituting an agreement between the Board and any such person or firm. Any subcontract made by Consultant with the consent of the Board shall incorporate by reference all the terms of this Contract. Consultant shall properly direct and control all of its subconsultants and subcontractors to which the Board may consent. Consultant shall retain full responsibility for the performance and completion of every Service, whether performed or completed by

Consultant or any of its subconsultants or subcontractors to which the Board may consent. Consultant shall 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 subconsultants and subcontractors and for all employees and agents of such subconsultants and subcontractors; and (ii) each of Consultant's subconsultants' and subcontractor's compliance with each term and provision of this Contract and all applicable statutes, acts, ordinances, laws, rules, regulations, codes and standards.

3.2 The Consultant shall submit to the Program Manager for its review and approval its staff to be assigned to provide the Services required under this Agreement prior to the commencement of Services and concurrent with submitting its executed Contract. The Board, during the course of the Project, reserves the right to approve staffing levels.

ARTICLE 4 Payment for Services

4.1 **Service Fees.** Subject to the terms and conditions of this Contract (including without limitation, Article 2), the Board agrees to pay Consultant fees for Services performed during the Term at the applicable hourly rates set forth on Exhibit C ("Payment for Services").

4.2 **Expenses.** Consultant shall be responsible for all costs and expenses incurred by Consultant in connection with the Services.

4.3 **Limitations.** Notwithstanding anything in this Contract to the contrary, unless otherwise approved by the Board in writing, the aggregate amount of Service Fees payable by the Board to Consultant pursuant to this Contract for the Services shall not exceed [REDACTED] Dollars (the "Aggregate Payment Limit"). The Aggregate Payment Limit represents the Board's total financial commitment to the Consultant for all Services and deliverables and other obligations under this Contract. If the Board pays to Consultant an aggregate amount for Services equal to the Aggregate Payment Limit before the Services have been completed in full then Consultant shall continue to perform Services pursuant to and in accordance with the terms and conditions of this Contract without further payment of Service Fees, until the Services are completed or this Contract is otherwise terminated in accordance with Article 10.

4.4 **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 by Consultant and Service Fees due to Consultant pursuant to this Contract. The Board may, prior to making any payment under this Contract, 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.

4.5 **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 Contract. During the Term and for a period of one year after the expiration or termination of this Contract, 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.

4.6 Whenever any payment to or fee of the Consultant is dependent in whole or in part on the Consultant's or its subconsultants' or subcontractors' cost or costs, the Consultant shall maintain efficient and accurate cost and accounting records as to all such costs and the Consultant shall require its subconsultants and subcontractors to maintain similar records. The Consultant, at any time during the term of the Agreement or within six (6) years thereafter, shall make such records and require its subconsultants and subcontractors to make their records available to the Board or its authorized representatives for review and audit. In the event all or any part of such records are not maintained or made available to the Board, any item not supported by reason of the unavailability of such records shall, at the election of the Board, be disallowed and, if payment therefore has already been made, the Consultant, on demand, shall refund to the Board the amounts so disallowed. Payment to the Consultant and/or approval by the Board of any invoice submitted by the Consultant shall in no way affect the Consultant's obligations hereunder or the right of the Board to obtain a refund of any payment to or fee of the Consultant that was in excess of that to which it was lawfully entitled.

4.7 Upon satisfactory completion by the Consultant of all Services required by this Agreement or, if this Agreement is terminated by the Board, all Services provided prior to said termination, the Board shall make a final payment to the Consultant. Acceptance by the Consultant of the final payment shall operate as, and shall be, a release of the Board from all liability to the Consultant for anything provided or arising in connection with this Agreement.

4.8 No payment, final or otherwise, by the Board shall in any way release or affect the obligations and responsibilities of the Consultant hereunder.

ARTICLE 5
Service Requirements

5.1 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 Contract and all applicable specifications established by the Board and with all applicable statutes, acts, ordinances, laws, rules, regulations, codes and standards including, without limitation, the Enabling Legislation.

5.2 Consultant shall at all times in the performance of the Services, as well as in its hiring and employment practices, fully comply with all applicable rules, guidelines and requirements set forth in the Phase 2 Diversity Plan and the Business Opportunity Program applicable to the Program, as described in Exhibit E, including, without limitation, all equal employment opportunity and diversity goals referenced in, or incorporated as a part of, such Diversity Plan. 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 the Diversity Plan. Unless otherwise directed in writing by the Board, Consultant shall complete the Services in accordance with the schedule and time requirements set forth in Exhibit C.

ARTICLE 6
Ownership of Documents

6.1 The plans, drawings, specifications, reports, renderings, models, and other documents, and electronic files to be prepared and furnished by Consultant 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 (as defined below). Without in any way limiting the foregoing, the Board expressly reserves the right to make any or all of the documents, including electronic files, available to bidders and contractors.

6.2 Proprietary Information. Consultant and the Board acknowledge that this Contract 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 Contract, 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 Contract; (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.

6.3 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 expiration or termination of this Contract, 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 Contract, 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.

6.4 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 Article 6 and that any such breach by Consultant will cause the Board great and irreparable injury and damage. Accordingly, Consultant agrees that the Board shall be entitled, without waiving any additional rights or remedies otherwise available to the Board at law or in equity or by statute, to injunctive and other equitable relief in the event of a breach or intended or threatened breach of this Article 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, in equity, by statute, or otherwise.

ARTICLE 7
Bidding on Project(s)

Neither the Consultant nor any firm of which any officer, director, supervisory employee, or principal stockholder of the Consultant is an officer, director, supervisory employee, or principal stockholder, or of which the Consultant is a principal stockholder, shall, during the term of this Agreement and until final payment for the services provided herein is made by the Board, make or cause to be made, without prior written approval of Board, any bid on the Project(s) covered under this Agreement. For purposes of this provision, the term "principal stockholder" shall mean any stockholder holding ten percent (10%) or more of the capital stock of such corporation in his/her or its own name or that is held directly or indirectly for his/her or its account or ten percent (10%) or more ownership or interest in any firm either in his/her or its own name or directly or indirectly for his/her or its account.

ARTICLE 8

Liability and Insurance

8.1 The Consultant shall be liable to the Board for all losses, expenses, and damages caused by its failure to use reasonable care and diligence and exercise its best efforts to properly perform its obligations under this Agreement and the Consultant shall not be entitled to any compensation for Services or reimbursement for costs or expenses with respect to any such obligations not properly performed by it hereunder; provided, however, that nothing set forth in this Agreement shall be deemed to make the Consultant a guarantor or insurer.

8.2 To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless the Board, the District, the City, Program Manager, Architect/Engineer(s), Technology Consultant (if any), and their affiliates, subsidiaries, directors, trustees, officers, board members, employees and agents (collectively, the "Indemnitees"), from and against any and all liabilities, obligations, claims, damages, demands, causes of action, losses and expenses (including, without limitation, reasonable attorneys' fees and costs of suit as well as attorneys' fees in connection with the enforcement of this indemnification) directly or indirectly relating to, arising from or in connection with: (a) any actual or alleged negligent act or omission or willful misconduct of Consultant or any of its agents, employees, subconsultants or subcontractors; (b) any breach by Consultant of any of its representations, warranties, covenants or obligations set forth in this Contract; (c) injury to person or property (including death) to the extent arising out of or resulting from violation by Consultant, or any individual or entity for whom the Consultant has legal responsibility, of any federal, state, or local law, rule or regulation; or (d) any actual or alleged injuries to person or property (including death) suffered by any of Consultant's agents, employees, subcontractors or subconsultants, or any employees or agents of Consultant's agents, subcontractors or subconsultants in the course of their performance or completion of any Services or other obligations arising under or pursuant to the Contract, or upon any premises owned, leased or controlled by the Indemnitees, or any Project site, except to the extent caused by the Board or its employees or agents. Nothing herein shall be construed as requiring the Consultant to indemnify the Indemnitees or any of them for any claim for damage or loss of any kind to the extent such loss or damage is caused by the negligence or willful misconduct of the Indemnitees or any of them. Consultant shall include in each subcontractor agreement for the Project a provision substantially similar to this indemnification provision.

8.3 Nothing in this Agreement shall create or give to third parties any claim or right of action against the Consultant or the Board beyond such as may legally exist irrespective of this Agreement.

8.4 Notwithstanding the provisions of this section of this Contract, Consultant shall purchase and maintain, during the Term, at its own cost and expense, the insurance coverages described on Exhibit D. Prior to the full and final execution of this Contract 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 Contract). All such policies, except workers compensation and professional liability policies, shall name the Board, the District, the City, 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 District, the City, the Program Manager, Gilbane, COMIDA (or other capital bonding agency to be named by the Board), and Trustee (or other Trustee to be named by the Board), with respect to the general liability, automobile liability, excess liability and worker's compensation coverage described in Exhibit D. Upon the Board's request, Consultant shall 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.

Should the Consultant engage a subconsultant or subcontractor, Consultant shall impose the insurance requirements in this document on those entities. Consultant shall keep the subconsultant or subcontractor certificates of insurance on file and produce them upon the demand of the Board.

ARTICLE 9

Nature of Contractual Relationship

9.1 Nothing contained herein shall be deemed to create any contractual relationship between the Consultant and the Program Manager, or any of the Contractors, subcontractors, or material suppliers on the Project(s) or to make the Consultant responsible or liable to the Program Manager or any of the Contractors.

9.2 The relationship of the Consultant to the Board shall be that of independent Contractor, and the Consultant shall have no authority to bind the Board in any way with third parties without the prior written consent of the Board. It is further understood that this Agreement is intended to secure the services of the Consultant because of its particular ability and experience and that this Agreement shall not be assigned, sublet, or transferred without the prior written consent of the Board.

9.3 Both Parties, in the performance of this Contract, will be acting in an individual capacity and not as agents, employees, partners, joint venturers 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, subconsultants or subcontractors has any authority whatsoever to obligate or bind the Board to any third party.

ARTICLE 10
Termination of Agreement

10.1 At any time during the effective term of this Agreement, the Board shall have the right, on seven (7) calendar days' written notice to the Consultant, to terminate the Agreement, in whole or in part, or to postpone, delay, suspend, or abandon all or any part of the Project(s) and, in the event of such termination, postponement, delay, suspension, or abandonment, the Consultant shall deliver to the Board all plans, drawings, specifications, reports, and other data and records pertaining to the Project(s) and the Board shall pay to the Consultant all amounts earned to the effective date of such termination. Such termination, postponement, delay, suspension, or abandonment shall not give rise to any claim or cause of action against the Board for damages, extra compensation, or for loss of anticipated profits on services unperformed. In the event any postponement, delay, suspension, abandonment, or termination is due to the Consultant's failure to properly perform or fulfill its obligations or responsibilities hereunder, the Consultant shall be liable to the Board for all damages suffered by it by reason therefore, including, but not limited to, any excess costs incurred in completing the Project by the use or employment of other consultants, and the Board shall have the right to withhold any monies due to the Consultant hereunder and to apply such monies toward the payment of such damages.

10.2 The term of this Contract (the "Term") shall commence on the Effective Date and shall continue until completion or until earlier terminated as provided herein.

10.3 Any provisions of this Contract (including, but not limited to, confidentiality and indemnity obligations) that by their nature extend beyond termination will remain in effect in accordance with their terms.

ARTICLE 11
Diversity Plan

11.1 The Consultant agrees to comply with Board's Diversity Plan, all applicable federal, state and local civil rights and human rights laws with reference to equal employment opportunities in the provision of Services. The Consultant shall undertake or continue existing programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

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

- a. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and good faith efforts to employ and utilize minority group members and women in its workforce on the Agreement.
- b. The Consultant shall state in all solicitations or advertisements for employees that, in the performance of this Agreement, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- c. At the request of the Board, the Consultant shall request each employment agency, labor union or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Consultant's obligations herein.
- d. Prior to the execution of this Agreement and within ten (10) calendar days after receipt of a request therefore, the Consultant shall submit to the Board's ICO a staffing plan of the Consultant's anticipated work force to be utilized under this Agreement or, where required, information on the Consultant's total work force, including apprentices, broken down by specified ethnic background, gender and federal occupational categories or other appropriate categories specified by the Board.
- e. The form of the staffing plan shall be supplied by the ICO.
- f. The Consultant shall submit to the ICO a work force utilization report, in a form and manner required by the Board, of the work force actually utilized on this Agreement, broken down by specified ethnic background, gender and federal occupational categories or other appropriate categories specified by the Board.

ARTICLE 12
Provisions Required by Law

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

ARTICLE 13
General Provisions

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

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

13.3 No delay or omission by the Board to exercise any right or remedy accruing to it under this Agreement or existing at law or in equity or by statute or otherwise shall be construed as a waiver of any of the provisions of this Agreement or of any such right or remedy or be construed to be a waiver of or acquiescence in the act or acts or omission or omissions to act giving rise to the accruals of such right or remedy, nor shall it affect the Board's rights or remedies upon the occurrence of any subsequent event of the same or of a different nature.

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

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

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

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

13.8 As used in this Agreement, the singular of any word or designation, whenever necessary or appropriate, shall include the plural and vice versa, and the masculine gender shall include the female and neuter genders and vice versa.

13.9 This Agreement constitutes the entire Agreement between the Parties hereto and supersedes all previous understandings and agreements with respect to Project(s) or any of the provisions hereof. No statement, promise, condition, understanding, inducement, or representation, oral or written, expressed or implied that is not contained herein shall be binding or valid, and this Agreement shall not be changed, modified, or altered in any manner except by an instrument in writing executed by the Parties hereto. The Scope of Services attached as Exhibit B expands on the role and responsibilities of the Consultant.

13.10 No Presumption Against Drafter. The Parties acknowledge and agree that this Agreement has been freely negotiated by both Parties and that, in any dispute over the meaning, interpretation, validity or enforceability of this Agreement or any of its terms or conditions there shall be no presumption whatsoever against either Party by virtue of that Party having drafted this Agreement or any portion thereof.

ARTICLE 14
Time of Performance

The Consultant shall complete all work of this Contract within allotted schedule duration from the date of the authorization to proceed by the Board. The Parties agree that "time is of the essence" with respect to the Consultant's performance.

ARTICLE 15
Notices

All notices delivered pursuant to this Contract shall be in writing and sent to the addresses on the first page of this Contract, 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.

ARTICLE 16
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.

ARTICLE 17
Waivers

This Contract shall be binding upon and inure to the benefit of the Parties hereto and their successors and permitted assigns. This Contract, its terms and any claims arising therefrom, shall be interpreted and construed in accordance with the laws of the State of New York. This Contract may be executed via facsimile in any number of counterparts, all of which taken together shall constitute one and the same contract. No waiver by a Party of any breach by the other Party of any of the provisions of this Contract 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 Contract constitutes the entire contract between Consultant and the Board with respect to the subject matter hereof, and supersedes all other prior contracts, whether oral or written, between the Parties with respect to the subject matter hereof. No modification or amendment of this Contract 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 Contract. If any term or provision of this Contract shall to any extent be invalid or unenforceable, the remainder of this Contract shall not be affected thereby and each provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

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:

By_ Date: _____

_____ [Print Name]

By _____ Principal
in Charge

Date

Witness:

Federal ID # _____

By_ Date: _____

(If Corporation affix Corporate Seal)

_____ [Print Name]

Approved as to form:

Attorney for Rochester Joint School Construction Board By

Edward Hourihan, Jr., Esq. – General Counsel

Date _____

EXHIBIT A**PROVISIONS REQUIRED TO BE INSERTED BY LAW**

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

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

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

9. Identifying Information and Privacy Notification.

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

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

(b) Privacy Notification.

- (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property and the authority to maintain such information is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the Board and the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.
- (2) The personal information is requested by the Board. The information is maintained in the New York State's Central Accounting System by the Director of State Accounts, Office of the State Comptroller, 110 State Street, Albany, New York 12207.

10. Conflicting Terms. In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit A, the terms of this Exhibit A shall control.

11. Governing Law. This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

12. Prompt Payment Requirements. Timeliness of payment and any interest to be paid to the Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law. For the purposes of Article XI-A of the State Finance Law, the Rochester Joint School Board's office, whose mailing address is 70 Carlson Road, Rochester, NY 14610, is the Board's designated payment office.

13. No Arbitration. Disputes involving this Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York, County of Monroe.

14. The Omnibus Procurement Act of 1992, as amended, requires that, by signing this Proposal, the bidder certifies that whenever its Total Bid amount is greater than \$1,000,000.00: (a) it has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors on this Project, and has retained the documentation of these efforts to be provided upon request to the State; (b) it has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92- 261), as amended; (c) it agrees to make reasonable effort, to provide notification to New York State residents of employment opportunities on this Project through listing any such positions with the Community Services Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The bidder further agrees to document these efforts and to provide said documentation to the State and the Board upon request; and (d) it acknowledges notice that New York State may seek to obtain offset credits from foreign countries as a result of this Contract and agrees to cooperate with the State in these efforts. Documented efforts by a successful bidder shall consist of and be limited to showing that such bidder has:

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

EXHIBIT B

SCOPE OF SERVICES

The Rochester Joint Schools Construction Board (the "RJSCB" or "Owner") has employed the services of Savin Engineers, P.C., as Program Manager (the "Program Manager"), to oversee the development and implementation of the Rochester Schools Modernization Program (the "RSMP"). In addition, the Program Manager administers the design and construction related agreements entered into by the Owner. The SIGNAGE DESIGN Consultant shall recognize and report to the Program Manager. The SIGNAGE DESIGN Consultant shall provide the following services as part of its Basic Services as set forth in the Signage Design Consultant Agreement annexed hereto [hereinafter, "the Contract" or "this Contract"], which are hereby made a part of the Contract, for the designated Phase 2 projects (collectively, the "project").

1.0 SCOPE OF SERVICES

The SIGNAGE DESIGN Consultant shall provide design consulting services to assist the Rochester City School District (the "District"), the RJSCB Program Manager, and the RJSCB's Architects in establishing planning requirements and design criteria for Way-finding and Identification Signage. These services include, but are not limited to:

- Developing a suitable suite of designs for signage required at East Campus. Owner may request additional design signage consultation at other Phase 2 sites, in accordance with Article 2 of this Agreement.
- Research/update as appropriate current products, assemblies, installation procedures, and governing standards consistent with the quality and operation and maintenance preferences of the District.
- Assisting the Program Manager in rolling out (presentation and distribution) of the new updated design and technical standards for use by the Phase 2 Architects.
- Updating the District "Design Standards for Technical Specifications".

The SIGNAGE DESIGN Consultant shall:

- Cooperate with the RJSCB, Program Manager, the District, City of Rochester, and the Architects, Engineers, Construction Managers, and Contractors retained by the Board for the Phase 2 projects.
- Understand the District's project specifications/requirements.
- Provide qualified personnel.
- Keep records and submit reports as requested.

When requested by the RJSCB and the Program Manager, the SIGNAGE DESIGN Consultant agrees to perform additional services in accordance with the terms and conditions of this Contract.

2.0 SCHEDULE

The SIGNAGE DESIGN Consultant shall prepare a working schedule for RJSCB review, along with progress reports, etc., necessary for the orderly development of the agreed deliverables. The SIGNAGE DESIGN Consultant will be responsible for the preparation of all **meeting notes including agenda, key issues, open items, ball-in-court, decisions needed, interim approvals, and schedule status.**

3.0 RECORDS AND REPORTS

All reports shall be formatted per direction of the Program Manager.

4.0 DISTRIBUTION OF REPORTS

The SIGNAGE DESIGN Consultant shall submit all Progress, Initial and Final Draft Reports as a basic service to the Program Manager for review.

5.0 COMMUNICATION

The SIGNAGE DESIGN Consultant shall communicate with all Phase 2 design team members and with the District's Facilities Department, but shall report to the Program Manager.

6.0 COMMITMENT

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

7.0 BILLING PROCEDURES

Invoicing: The SIGNAGE DESIGN Consultant services as indicated herein will be reimbursed on a unit cost/hourly rate basis up to the Aggregate Payment Limit set forth in the Contract. Additional services may be authorized, if necessary, with advance notification from the RJSCB in accordance with Article 2 of this Agreement. The SIGNAGE DESIGN Consultant is to submit invoices on a monthly basis, with the invoice indicating the project name, with names and hourly rates of each employee, and shall include the completed DP-3 form.

Reimbursable Expenses: Mileage expenses for local travel to job sites within the District are non-reimbursable expenses.

8.0 PROPOSED SCHEDULE MILESTONES

The SIGNAGE DESIGN Consultant shall begin work immediately upon Contract award by the RJSCB. The SIGNAGE DESIGN Consultant will prepare a Proposed Initial Schedule as part of its Proposal as a basis of understanding of the tasks/ deliverables for discussion with RJSCB.

The SIGNAGE DESIGN Consultant shall meet with the District Facilities Design Group for a "kick-off" meeting to review project scope, gather input and ideas from the District staff and members of the RSMP Team.

The project consists of three sequential major Activities, with the overall/final draft report completed on or before _____. Each Activity is outlined below:

Activity 1:

- The SIGNAGE DESIGN Consultant shall collect background information from the District Facilities Design Group and RSMP Staff including but not limited to current District Design Standards and the RJSCB Phase 2 Master Plan.
- The SIGNAGE DESIGN Consultant shall become familiar with all documents collected from the District Facilities Design Group and RSMP staff relative to signage used in the Rochester City Schools.
- The SIGNAGE DESIGN Consultant shall meet with the District's Facilities Director and his designees, the RSMP Program Manager, and the RJSCB Consultants to collect additional information on the Phase 2 program.
- The SIGNAGE DESIGN Consultant shall submit Progress Reports as required.

Activity 2:

- The SIGNAGE DESIGN Consultant shall prepare schematic draft documents for East Campus signage, based on the feedback received from the District's Facilities Director and his designees, the RSMP Program Manager, and the East Campus Architect, along with others deemed appropriate by the RSMP Program Manager.
- After the first review, the SIGNAGE DESIGN Consultant will advance the schematic designs into 60% Construction Documents, based on the feedback received from the District's Facilities Director and his designees, the East Campus Architect, RSMP Program Manager, and the RJSCB. These documents will include drawings showing the design of signage, the installation locations of the signage, complete with elevation dimensions, and specifications on signage materials, preferred mounting methods, and specification of attachment materials.
- The SIGNAGE DESIGN Consultant shall submit Progress Reports as required.

Activity 3:

- After the second review, the SIGNAGE DESIGN Consultant shall finalize the designs into 100% Construction Documents, based on the feedback received from the District's Facilities Director and his designees, the East Campus Architect, the RSMP Program Manager, and the RJSCB.
- The SIGNAGE DESIGN Consultant shall submit Progress Reports as required.

EXHIBIT C

PAYMENT FOR SERVICES

General

The Signage Design Consultant shall submit monthly invoices (accompanied by a Progress Schedule update) in accordance with Article 4.4 of this Agreement. Payment by the Board shall occur monthly and include the portion of the Signage Design Consultant's Not to Exceed Fee and Board-approved reimbursable costs in accordance with Article 4.4 and the billing terms specified below. In no event shall the total of all payments to the Signage Design Consultant exceed the sum specified under Section 4.3 without prior written approval of the Board.

Reimbursable expenses shall be pre-approved by the RJSCB and billed each month as they occur and shall together with the Lump Sum Fee not exceed the total specified in Section 4.3 without prior written Board approval.

The Term of the contract will begin at award and complete on or before September 2021.

Reimbursable Expenses

As specified in Section 4.2, Reimbursable Expenses shall be the actual expenses incurred by the Signage Design Consultant and the Signage Design Consultant's consultants. Reimbursable Expenses, if any, are included in the compensation for Basic Services, and include expenses incurred by the Signage Design Consultant and the Signage Design Consultant's consultants directly related to the Project as follows:

1. Normal commuting and daily travel expenses for the Signage Design Consultant's field or home office support staff **shall not** be reimbursable unless such travel is required for off-site visits to out-of-area vendors or contractors in support of Project activities, or is approved in advance and in writing by the Board. Reimbursement for these expenses is not to exceed \$2,000 (Two Thousand Dollars) and will be shown as an Allowance on the Signage Design Consultant's Schedule of Values.

EXHIBIT D**INSURANCE REQUIREMENTS**

Insurance Policies: The Signage Design Consultant has the following insurance requirements.

Commercial General Liability Limits:

Per Occurrence Limit:	\$1,000,000
General Aggregate (other than Products/Completed Operations):	\$2,000,000
Products and Completed Operations:	\$2,000,000
Personal and Advertising injury:	\$1,000,000
Fire Damage Legal Liability:	\$300,000
Medical Payments, any one person:	\$10,000
Business Automobile:	\$1 million per accident
Professional Errors and Omissions Liability Insurance:	\$1 million per claim/ \$2,000,000 aggregate
Workers' Compensation:	Statutory amount
Employer's Liability:	\$500,000
Excess/Umbrella (for general aggregate and auto liability only):	\$2,000,000

The RJSCB shall be a certificate holder and an additional named insured on such policies on a primary and non-contributory basis. The Signage Design Consultant shall furnish the RJSCB with a certificate of insurance evidencing that it has complied with the foregoing insurance obligations. The Signage Design Consultant shall require its subconsultants and subcontractors, if any, to carry similar liability insurance, to name the RJSCB as a certificate holder and an additional insured on a primary and non-contributory basis on such policies and to furnish the RJSCB with certificates of insurance (and applicable endorsements) establishing compliance with this obligation. Thirty (30) days' written notice of cancellation for the above-referenced policies is required. The Signage Design Consultant is responsible for the payment of all insurance premiums.

All liability policies (excluding workers' compensation and professional liability) 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 RJSCB, the City, the RCSD, Savin, Gilbane, COMIDA (or another capital bonding agency to be named by RJSCB), and the Trustee (or another Trustee to be named by the RJSCB) applies to general liability, automobile liability, umbrella and worker's compensation policies (GL additional insured, ongoing & completed operations, form CG2010 1185 or equivalent - to be attached to certificate). Copies of all additional insured/primary-noncontributing/waiver of subrogation endorsements must be attached to certificate. Policies shall include a 30-day notice of cancellation to the RJSCB. Copies of all other endorsements to be attached to the certificate.

Indemnification & Hold Harmless:

The Signage Design Consultant shall defend, indemnify, and save harmless the RJSCB, the City, the District, Savin, Gilbane, COMIDA (or another capital bonding agency to be named by RJSCB) and their officers, agents, and employees (collectively, the "Indemnitees") as set forth in Section 8.2 of the Signage Design Consultant Agreement.

The Signage Design 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 Signage Design Consultant and the Indemnitees for all losses, claims, liabilities, injuries, damages and expenses, including attorneys' fees, that the Signage Design Consultant or the Indemnitees may incur arising out of or resulting from such subcontractor's or subconsultant's performance of services, violation of state, federal, or local law, rule or regulation, or negligence.

EXHIBIT E**EQUAL OPPORTUNITY AND BUSINESS OPPORTUNITY PROGRAM (BOP)****EQUAL OPPORTUNITY**

The RJSCB recognizes the need to take action to ensure that minority and women-owned business enterprises, disadvantaged business enterprises, and minority and women employees and principals are given the opportunity to participate in the performance of contracts of the RJSCB. This opportunity for full participation in our free enterprise system by persons traditionally, socially and economically disadvantaged is essential to obtain social and economic equality. Accordingly, the RJSCB fosters and promotes the participation of such individuals and business firms in contracts with the RJSCB.

Each firm for this undertaking should acknowledge its understanding and support of the social policy herein stated and will be expected to demonstrate its efforts to solicit the participation of such individuals as partners, and/or employees. In this regard, the RJSCB expects the Signage Design Consultant to undertake or continue the existing programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

The RJSCB is committed to providing Women, Minorities, Women and Minority-Owned Businesses, and Disadvantaged Businesses with equal opportunities in the performance of contracts. In order to achieve the Business Development goals of the Program, each contractor, supplier, professional service firm or other business providing goods or services with a Board contract of \$25,000 or more, shall strive to and use best efforts to meet the above stated commitment of the RJSCB regarding the participation and use of Women, Minorities, Women and Minority Owned Business and Disadvantaged Businesses.

One of the principal goals of the RJSCB is to support workforce development and the creation of diversification opportunities. As such, all contractors, suppliers, professional service firms and/or other business entities providing goods or services under a RJSCB contract of \$25,000 or more (and \$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, supervisory staff and professionals;
- Female Workforce: 8 % of project personnel, including skilled tradespeople, trainees, journeymen, apprentices, supervisory staff, and professionals.

The RJSCB is also committed to the meaningful participation of qualified minority-owned, disadvantaged business entities and small business entities throughout the RSMP. In order to meet its commitment, all contractors, suppliers, professional service firms, and/or other business entities providing goods and services under a RJSCB contract of \$25,000 or more shall agree to engage qualified minority-owned, women-owned, disadvantaged business entities and small business entities to assist in the completion of all work under any such contract. With each contract of \$25,000 or more (and \$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 RJSCB reserves the right to revise, adjust and/or modify the above goals for contracts awarded in later Phases 3 and 4 of the RSMP.

The Signage Design Consultant must submit all diversity program (DP) compliance forms in accordance with the instructions set forth therein. All initial and monthly DP forms must be complete with all necessary certifications included, and timely submitted to the Independent Compliance Officer (ICO), for approval prior to award of contract by the RJSCB, or as a pre-condition of payment after the contract award.

BUSINESS OPPORTUNITY PROGRAM (BOP)

The RJSCB recognizes the need to take action to ensure that Minority and Women-Owned, Disadvantaged and Small Business Enterprises (M/W/D/SBE's) are given the opportunity to participate in contracts with the Board. To help meet these objectives, the Business Opportunities Program ("BOP") is designed to bring training, education and mentoring to eligible M/W/D/SBE's resulting in a more competitive and diverse business capacity in the City of Rochester. The BOP's initiative brings together two distinct services- (1) Mentor-Protégé supported by comprehensive training, and (2) Community Outreach & Engagement, created specifically as a catalyst for driving economic diversity growth.

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

BOP Participation

The Signage Design Consultant shall not be required to provide the firm's "key staff" for periodic training/instruction/support activities related to the RJSCB's BOP initiative; however, the Signage Design Consultant may voluntarily participate in the BOP initiative.