

Resolution 2011-12: 107

Request for Proposals, Environmental Monitoring and Indoor Air Monitoring Agent

By Board Chairman Bell

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

WHEREAS, under the Act, the RJSCB has certain enumerated powers to act as agent for the District, the City, or both; and

WHEREAS, the RJSCB, upon the recommendation of its Program Manager, has determined a need for an Environmental Project Monitoring and Indoor Air Quality Monitoring/Sampling Agent to provide field inspections and laboratory testing to comply with the specifications set forth by the Architect of Record for the Phase 1 projects that are part of the Rochester Schools Modernization Program; and

WHEREAS, the RJSCB's Program Manager has prepared a Request For Proposal (an "RFP") for an Environmental Project Monitoring and Indoor Air Quality Monitoring/Sampling Agent that requires the responding firms to set forth their Fee Proposals for a specific scope of work (a copy of the RFP is attached hereto); and

WHEREAS, the MWBE and Services Procurement Committee has reviewed the RFP for an Environmental Project Monitoring and Indoor Air Quality Monitoring/Sampling Agent and approved it at its meeting on May 31, 2012, for forwarding to the full Board;

THEREFORE, BE IT RESOLVED:

1. The RFP for an Environmental Project Monitoring and Indoor Air Quality Monitoring/Sampling Agent is approved for issuance on June 5, 2012.
2. The MWBE and Services Procurement Committee, with the advice and recommendations of the Program Manager, is authorized on behalf of the RJSCB to review the RFP responses, reduce the list of firms to be interviewed if appropriate, participate along with other RJSCB board members in the interviews of the Environmental Project Monitoring and Indoor Air Quality Monitoring/Sampling firms, and recommend to the RJSCB the most qualified candidate(s).
3. The Officers of the RJSCB are hereby authorized and directed for and on behalf of the RJSCB and in its name to do all acts and things required or as may be necessary, or in the opinion of the officer so acting, desirable and proper to effect the purposes of the foregoing resolutions and to cause compliance by the RJSCB with all of the provisions of the foregoing resolutions.

Second by Board Member Pifer

Approved 6-0 with Member Castro away

RSMP

REQUEST FOR PROPOSAL

ENVIRONMENTAL PROJECT MONITORING & INDOOR AIR QUALITY MONITORING/ SAMPLING SERVICES FOR RSMP PHASE 1A

The Rochester Joint Schools Construction Board, on behalf of the Rochester Schools Modernization Program, seeks to identify firms qualified to provide services for Environmental Project & Indoor Air Quality Monitoring/Sampling Services for the pre-construction and construction phases of Phase 1a of the RSMP program.

Issue Date:

June 5, 2012



Rochester City School District
Facilities Modernization Program
175 Martin Street
Rochester, NY 14605

RSMP

Rochester Joint Schools Construction Board

175 Martin Street, Rochester, New York 14605
Telephone: 585-262-8476

REQUEST FOR PROPOSAL

Date:
June 5, 2012

Send Statement of Qualifications to:
Rochester Joint Schools Construction Board
Attn: Thomas Renauto, Executive Director
175 Martin Street, Suite 421
Rochester, NY 14605
585-262-8476

To:
Environmental Project Monitoring
and Indoor Air Quality Monitoring
Services Firms

From:
Rochester Joint Schools Construction Board

Contact:
trenauto@aol.com

Project Title:
Environmental Project Monitoring and Indoor Air Quality Monitoring Services

RFP SCHEDULE

1.	E-mail notice from Service Providers of intent to respond to the RFP to be provided to RJSCB Executive Director at: trenauto@aol.com .	June 8, 2012
2.	Deadline for submittal of questions, clarifications and modifications regarding the RFP by service providers/potential responders.	June 15, 2012
3.	Answers to questions and/or modifications issued by Addendum and posted on the RJSCB website: www.rcsdk12.org/rsmp	June 18, 2012
4.	Submittal Deadline for Request for Proposals.	June 20, 2012
5.	Interviews with Short Listed Service Providers (anticipated).	June 25, 2012
6.	Award (anticipated).	July 2, 2012

INDEX

- 1.0 Purpose of Request for Proposal
- 2.0 District Information
- 3.0 Rochester Joint Schools Construction Board (RJSCB) Information
- 4.0 Scope of Services
- 5.0 Proposal
- 6.0 Records and Reports
- 7.0 Distribution of Reports
- 8.0 Final Report of Special Inspections
- 9.0 Communication
- 10.0 Owner Responsibilities
- 11.0 Contractor Responsibilities
- 12.0 RFP Review Criteria
- 13.0 Submittal Requirements/Responding to the RFP
- 14.0 Insurance Requirements
- 15.0 Interview/Selection Process
- 16.0 Questions
- 17.0 Equal Opportunity
- 18.0 Procurement Process
- 19.0 Appendices
 - Appendix A: Offerors' Affirmation of Understanding of an Agreement Pursuant to State Finance Law §139-j (6) (b)
 - Appendix B: Offerors' Certification of Compliance with State Finance law §139-k (5)
 - Appendix C: Form of Offerors' Disclosure of Prior Non-Responsibility Determination
- 20.0 Attachments
 - Attachment A: Fee Submittal Form
 - Attachment B: DDP Forms
 - Form DDP-1: Schedule of MBE/WBE/DBE/SBE Participation
 - Form DDP-2: MBE/WBE Letter of Commitment to Perform
 - Form DDP-3: Monthly Employment Utilization Report
- 21.0 Form of Agreement

1.0 PURPOSE OF REQUEST FOR PROPOSAL

The **Rochester Joint Schools Construction Board (RJSCB)** on behalf of the Rochester City School District (RCSD) seeks the services of Environmental Project Monitoring and Indoor Air Quality Monitoring/Sampling Services firms (Service Provider(s)) with expertise in various phases of design and construction of public school buildings.

Phase 1 of the Rochester Schools Modernization Program, which started in 2011, is governed by the Rochester Joint Schools Construction Board (RJSCB) to modernize the Rochester City Schools. Phase 1 includes twelve schools, which have been further defined as Phase 1a and Phase 1b.

This RFP is specific to five (5) of the Phase 1a schools only. The RJSCB reserves the right to issue contracts to multiple Consultants which may possess full and comprehensive professional services, as well as firms specializing in a specific area, if so desired. Furthermore, the contract allows for an extension after the completion of work at the Phase 1a schools for environmental services at the Phase 1b schools, if the RJSCB so desires. The five (5) schools for which the RJSCB is seeking Environmental Project Monitoring and Indoor Air Quality Monitoring/Sampling Services under this Request for Proposal are as follows:

- Enrico Fermi School No. 17
- Helen Barrett Montgomery School No. 50
- World of Inquiry School No. 58
- Charlotte High School
- Franklin High School Educational Campus

It is anticipated the selected firm(s) will review documents prepared for the remediation of these projects; observe and monitor execution of remediation; inspect as required; perform required test ; conduct air sampling and document conditions according to applicable codes, regulations, and standards . The various services shall include but not be limited to: environmental testing and analysis, reporting and consulting services.

All services will be provided in accordance with the governing laws of the State of New York, the New York State Education Department, the City of Rochester, and the Rochester City School District. 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 monitoring of all required policies and procedures for the proper and successful administration under the direction of the appropriate RCSD administrative staff and the RJSCB or representatives thereof.

2.0 DISTRICT INFORMATION

The Rochester City School District (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 more than 30,000 students in pre-Kindergarten through grade 12 and an additional 15,000 adult students in continuing education programs. It operates 123 centers of learning: 60 Pre-K sites, 40 primary schools, and 23 secondary schools. RCSD currently employs approximately 7,500 employees. The District budget for 2011-12 is approximately \$682,000,000.

3.0 ROCHESTER JOINT SCHOOLS CONSTRUCTION BOARD (RJSCB) INFORMATION

The seven-member RJSCB was established by legislation to oversee the Rochester School Modernization Program (RSMP), which is a three-phase joint initiative of the Rochester City School District and the City of Rochester to update and improve school facilities. This estimated \$1.2 billion program is expected to span about 15 years. Only the Phase 1 program has been approved to date and services being requested under this RFP are only for five (5) of the six (6) school projects in the Phase 1a program. The contract however, allows for an extension after the completion of work at the Phase 1a schools for environmental services at the Phase 1b schools, if the RJSCB so desires.

4.0 SCOPE OF SERVICES

The Service Provider(s) selected to provide Environmental Project Monitoring and Indoor Air Quality Monitoring / Sampling Services for the RJSCB Project must have a team of qualified professionals with the necessary qualifications and credentials, training, knowledge, experience and certifications to perform all Environmental Project Monitoring and Indoor Air Quality Monitoring Services for the Project. This Service Provider (s) shall provide a full range of professional environmental consulting services including but not limited to those services associated with monitoring and documenting work activities being provided by a licensed remediation / abatement contractor and associated with asbestos removal, working with lead containing materials and PCB containing materials such as: asbestos bulk sampling and reporting of building materials, project abatement design, air monitoring during abatement, project monitoring during abatement; lead-based paint surveys and sampling; lead-based paint risk assessment; mold testing; and industrial hygiene to include the identification and evaluation of other potential environmental and health hazards. Suspect materials to be tested include but are not limited to: floor tiles, pipe wrap, mud fittings, ceiling tiles, paint, caulking, adhesives, insulation, and soil. The specific intent of these services is to monitor the remediation and abatement of the aforementioned materials, compile and submit that documentation required by NY State and Federal regulatory agencies having jurisdiction. In addition these services shall include but not be limited to observing the means and methods being employed by the remediation/abatement contractor(s) for the employment of acceptable work practices per governing regulatory guidelines. This Service Provider shall also monitor the indoor air quality and collect samples per environmental guidelines to confirm that the work environment is free from accidental release of the particulate of aforementioned materials into the air. Such that all work by contractor(s) shall be performed in compliance Federal, EPA, OSHA, NYDOL, NYDOH, NYSED and NYDEC regulatory guidelines having jurisdiction including industrial Code Rule 56.

The selected Service Provider (s) and or individual(s) must maintain required professional licenses and registration throughout the life of its contract with the RJSCB.

Performance Requirements

Upon 24-hours notice from the Construction Manager and/or Prime Contractor, the Service Provider shall respond to the project site to perform such monitoring and sampling services as requested.

The Service Provider may be required to visit multiple sites, have personnel assigned at multiple sites and/or perform multiple types of inspections on the same day. The Service Provider shall submit, within 48

hours or in accordance with the time period set forth in Section 4.0, Proposal Requirements, Section 2(c) a certified, typed report of each inspection, or similar service to the Construction Manager, Architect, Program Manager, and Contractor. The Service Provider shall provide a draft report of all inspections to the Construction Manager and the Contractor at the conclusion of each sampling or test. Service Provider shall maintain a log at the project site of all visits, inspections, field observation, samples collected and deficiencies noted.

The RJSCB expects that team members brought forward as part of the proposal process will be assigned to the program through completion. The RJSCB expects that the staff will respond to the Construction Manager, Architect, Program Manager, Prime Contractor, and/or Owner in a timely manner.

Detailed Scope of Services:

- 1) Participate in pre-construction orientation with the selected remediation / abated contractor (s)
- 2) Review remediation plan with selected abatement contractor(s) and verify all notices and applications have submitted and or filed with the regulatory agencies and approvals (if required) have been received prior to start of work on site.
- 3) Provide monitoring reports to regulatory agency per regulatory guidelines.
- 4) All environmental monitoring, field sampling and indoor air quality monitoring / sampling shall be provided by qualified personnel with appropriate credentials.
- 5) Conduct pre-abatement, daily and final inspections of the work area, including inside the work area and exterior of the work area.
- 6) Observe the removal work. During the abatement operation provide for sampling of soils, surface finishes, adhesives and insulations, loose substance and or fluids as required for the classification and identification of materials requiring encapsulation remediation and or abatement per regulatory guidelines.
- 7) Monitor and document the abatement contractors adherence to applicable provisions of Federal, State, and Local Regulations. This includes but is not limited to all asbestos, lead and PCB clearance testing.
- 8) Monitor and document the abatement contractor's adherence to the scope of work and provisions of the project contract documents.
- 9) Conduct pre-abatement, daily, and final air clearance sample collection.
- 10) Provide for the collection and processing of air samples. Provide daily inspection of the containment for adherence to regulatory guidelines. Document in daily field reports advice the abatement contractor and CM of any non compliance conditions.
- 11) Collect and process bulk samples when required. Provide for the recording of disposal transport manifest.

- 12) Provide daily reports of the work progress and any violations of any Federal, State, or Local regulation pertaining to the work of the abatement contractor. Advise the Owner, Architect, and the Program Manager in writing of any violations immediately.
- 13) Notify the CM, Architect, and PM prior to filing an alternate work practices request with the governing regulatory agency. Provide written explanation for the deviation resulting in an alternate work practices request, and the potential impacts to schedule and cost.
- 14) Provide the services of an ELAP accredited and NYS Department of Health approved testing laboratory to analyze all pre-abatement background air samples, daily air samples and final clearance air samples.
- 15) Advise the Architect and the CM of the percentage of work completed each week.
- 16) Maintain and submit a written report of samples collected and analysis results.
- 17) Meet monthly with the CM and Program Manager to review the Environmental Monitoring and Indoor Air Quality Monitoring Plan. Provide an estimate of anticipated resource allocation and cost based on work remaining.
- 18) Provide project close out report as a deliverable at the end of each school project. Prepare a comprehensive document to include all sampling reports and analysis results, daily field monitoring reports, daily indoor air monitoring reports, listing of field personnel, copy of abatement personnel's certifications, marked up drawings indicating location and classification of materials identified but not removed during remediation and abatement activities, and clearance reports. Provide copy of closeout report to RSCD Facilities department, CM and Program Manager on behalf of Owner.
- 19) The Service Provider shall become familiar with the contract documents for each Phase 1a school project and the defined scope of remediation services. The Environmental Monitoring and Indoor Air Quality Monitoring/Sampling services are to be tailored to complement those scopes of work.
- 20) The Service Provider(s) shall inform the Program Manger of any addition task it is required to perform pursuant to regulatory guidelines that are not listed herein requiring the allocation of resources and the incurring of cost.
- 21) The Service Provider must familiarize themselves with the NYSED regulations; regarding environmental abatement protocols and must as a minimum comply with all NYSED regulations even if they are more stringent than Federal, State or other local requirements.
- 22) The Service Provider shall, if requested by Owner, participate in meetings with Federal, State and or local regulatory agencies

The abatement work is scheduled to occur between July 1, 2012 and June 30, 2013. Those submitting a proposal shall take this schedule into account when preparing the proposal. The specific timing varies by school.

5.0 Proposal:

The Service Provider(s) providing environmental project monitoring and indoor air quality

monitoring/sampling services shall provide full-time on-site staffing for the duration of the project while abatement is occurring and until satisfactory clearance can be achieved by the abatement contractor. The firm shall provide a per diem amount for each category of personnel. Provide as part of your proposal per unit cost for each type of sample.

Proposal Requirements:

1) Provide proof that the firm is duly licensed or registered to perform the requested services in the State of New York. Proof shall include federal, state and local certifications, as applicable, for personnel employed on this project and any laboratory engaged to perform sample analysis.

2) Cost Proposal:

a) Provide an estimated total value for the work.

b) Provide unit costs to include all required personnel and related expenses, equipment, disposables, reimbursable expenses, the cost of delivery of samples to the laboratory, profit, overhead and other related expenses.

c) Provide a per hour and per diem rate including all personnel and related expenses, equipment, disposables, reimbursable expenses, the cost of delivery of samples to the laboratory, profit, overhead and other related expenses. The per diem rate shall include all before-shift set up activities and after-shift sample handling, packaging and shipping activities (assume the abatement contractor will work a full 8 hour shift). Provide per hour, per diem and overtime rates for the following personnel:

- Project Manager
- Certified Asbestos Project Monitor
- Certified Asbestos Air Technician
- Certified industrial hygienist
- Certified environmental field technician
- Certified Lead technician
- Certified PCB technician
- Administrative support

c) Provide a unit cost for the following sample types:

- Phase Contrast Microscopy (PCM) Air Sample Analysis 48 hour turnaround
- Phase Contrast Microscopy (PCM) Air Sample Analysis 24 hour turnaround
- Phase Contrast Microscopy (PCM) Air Sample Analysis 12 hour turnaround
- Phase Contrast Microscopy (PCM) Air Sample Analysis... 6 hour turnaround
- Transmission Electron Microscopy (TEM) Air Analysis 48 hour turnaround
- Transmission Electron Microscopy (TEM) Air Analysis 24 hour turnaround
- Transmission Electron Microscopy (TEM) Air Analysis 12 hour turnaround
- Transmission Electron Microscopy (TEM) Air Analysis 6 hour turnaround
- Polarized Light Microscopy (PLM) bulk sample analysis
- PLM (NOB) bulk sample analysis
- TEM bulk sample analysis
- Service Provider to expand listing to cover other task and or services requiring sampling and analysis to include, but not limited to other regulated / controlled materials, lead and PCB.

Environmental Project Monitoring and Indoor Air Quality Monitoring/Sampling Services provider shall:

- Cooperate with the Owner, Program Manager, RCSD, Architect, Engineer(s), Construction Manager, and General Construction Contractor.
- Provide qualified personnel, as required, upon notice.
- Perform specified inspections, sampling, and testing of materials.
- Comply with standard specifications.
- Ascertain compliance of materials with the requirements of the Contract Documents.
- Keep records and submit reports as outlined in the Specifications for Environmental Project Monitoring and Indoor Air Quality Monitoring/Sampling services.

Should laboratory test indicate non-compliance or failure to meet the specification requirements, the Service Provider shall immediately notify the Architect, Construction Manager, Program Manager and Prime General Construction Contractor to determine whether remedial action is necessary.

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 Request for Proposal, and (3) incorporate any other changes it deems necessary.

The proposer must include in their proposal their acknowledgment and acceptance that sampling and monitoring not listed in the scope of services may be required during construction.

The existing conditions have been assessed and reflected in the specifications for each school project. The Consultant(s) agrees to perform additional sampling and monitoring as directed when unclassified materials are discovered during the abatement remediation process.

Billing Procedures: The Service Providers), including but not limited to Environmental Monitoring and Indoor Air Quality Monitoring and sampling service as indicated herein will be reimbursed on a unit cost basis up to the lump sum defined in the proposal. Additional services will be authorized, if necessary, with advance notification and approval by the Construction Manager and/or Program Manager. The environmental and air sampling services laboratory is to submit invoices on a monthly basis as part of the Service Provider's invoice with the invoice indicating the job name, with the name, number, and dates of monitoring / air sampling services and each test performed, and shall include DDP-3 forms.

Reimbursables: The RJSCB will engage and pay for the services of the Service Provider. Mileage expenses for local travel to job sites within the Rochester City School District are non-reimbursable expenses. There will be a reimbursement for out-of-town travel for RJSCB business.

6.0 RECORDS AND REPORTS

All reports shall be formatted and compliant with governing local, NY State and federal regulatory statutes and guidelines. Where conflicts in requirements occur the more stringent provisions shall govern. Daily, interim and final project reports shall clearly identify the affected project. If the Service Provider is selected to support multiple projects, each project shall be recorded as a unique autonomous project. Detailed reports of each test or inspection shall be prepared. General information to be provided for all reports generated includes the following:

1. Project name and number

2. Date of monitoring, sampling or test
3. Name of abatement project monitoring and air sampling service
4. Name of technician or monitor
5. Weather conditions
6. Locations and elevations of specific areas monitoring, sampling or test referenced to gridlines
7. Description of monitoring, sampling or test
8. Reference to applicable standard
9. Summary of observations, results, and recommendations
10. Description of areas of materials requiring follow up monitoring, sampling or test
11. Unusual conditions

7.0 DISTRIBUTION OF REPORTS

The Environmental Monitoring and Indoor Air Quality Monitoring /Sampling Service Agency shall submit reports to the Construction Manager, Licensed Design Professional (Architect), Program Manager, and abatement Contractor within 48 hours of when sample analysis results are completed. Legible handwritten reports may be submitted if final typed copies are not available.

8.0 FINAL REPORT OF Environmental Project Monitoring and Indoor Air Quality Monitoring/Sampling Services

At the completion of work, the Consultant(s) shall submit a Final Report of Environmental Project Monitoring and Indoor Air Quality Monitoring/Sampling Services to the Construction Manager, Architect, Program Manager, Contractor, and the Owner stating work was completed in substantial conformance with the Contract Documents and that appropriate monitoring, sampling and testing were performed.

At the completion of work, the Consultant(s) shall compile the monitoring, sampling and test reports into a final report of project-specific special inspections. The Final Report of Environmental Project Monitoring and Indoor Air Quality Monitoring/Sampling Services shall state that the required inspections have been performed and shall delineate non-conforming conditions not mitigated or resolved.

The Consultant(s) shall submit the Final Report by school to the Construction Manager, Architect, Program Manager, Contractor, Rochester City School District and the Owner.

9.0 COMMUNICATION

The Consultant(s) shall immediately notify the Construction Manager, Architect, Program Manager, and Contractor, by telephone and via e-mail of test results or environmental conditions failing to comply with the requirements of the Contract Documents.

The Consultant(s) shall immediately notify the Construction Manager and Contractor of conditions found to be in non-conformance with the Contract Documents during the monitoring and inspections. If the non-conforming condition is not corrected while the Consultant(s) is onsite, the Asbestos Abatement Project Monitoring and Air Sampling Services Provider shall notify the Construction Manager, Architect, and Program Manager within 24-hours (one business day) and issue a non-conformance report. If the non-conforming work is not corrected within seven (7) days after issuance of the non-conformance report, the Consultant(s) shall notify the Construction Manager, Architect, Program Manager, and Contractor.

10.0 OWNER RESPONSIBILITIES

Owner will provide the Environment Project Monitoring and Indoor Air Quality Monitoring/Sampling Service Provider with a complete set of abatement drawings sealed by the Licensed Design Professional and approved by the New York State Education Department.

11.0 CONTRACTOR RESPONSIBILITIES

Contractor shall cooperate with the Consultant(s) and his agents so monitoring, sampling and testing may be performed without hindrance.

Contractor shall notify Consultant(s) at least 24-hours in advance of a required monitoring, sampling and testing.

Contractor shall provide incidental labor and facilities to provide access to the work to be inspected; to obtain and handle samples at the site or at the source of the products to be tested; to facilitate monitoring and inspections.

Contractor is responsible for the safe assembly and stability of scaffolding. If the monitoring, sampling and testing require the use of the Contractor's scaffolding to access work areas, the Contractor shall provide a competent person to perform a daily evaluation of the scaffolding to verify it is safe to use. Contractor shall notify Consultant(s) of this review before each use.

Contractor shall keep the latest set of Construction Drawings, field sketches, accepted shop drawings, and specifications at the project site for field use by the Environmental Monitor and Indoor Air Quality Monitoring/Sampling Services Provider. Contractor shall perform remedial work if required and sign non-conformance reports stating remedial work has been completed. Contractor shall submit signed reports to the Consultant(s) as the work proceeds.

The Environmental Project Monitoring And Indoor Air Quality Monitoring / Sampling Services program shall not relieve the Contractors of their obligation to perform work in accordance with the requirements of the Contract Documents or from implementing an effective Quality Control Program. Contractor shall be solely responsible for construction site safety.

12.0 RFP REVIEW CRITERIA

The written responses to the following points shall be used as criteria for developing a list of firms that will be invited for interviews prior to final selection by the RJSCB. Please specifically identify the following for consideration that relate to the project(s) for which the firm is submitting a fee proposal(s):

1. Relevant Environmental Project Monitoring and Indoor Air Quality Monitoring/Sampling Services experience over the past 10 years.
2. Location of business operations for team members in the greater Rochester area.

3. If partnering with another firm or consultant, whether the team members have worked together on previous projects.
4. Specific team members assigned to the project along with their professional background, experience and qualifications.
5. References received on behalf of the firm as well as for the individual project team members.
6. Quality of work performed previously by the firm in the greater Rochester area (if any) according to the criteria below. Please specify projects and provide information where applicable including the name of a knowledgeable owner contact.
7. Ability to meet the goals set forth in the Preliminary Diversity Plan.

Performance Criteria:

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

The RJSCB, with its Program Manager (Gilbane/Savin), 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 Consultant(s) can provide the most effective services as an experienced Environmental Project Monitoring and Indoor Air Quality Monitoring/Sampling Services Provider. **Minority-Owned and Women-Owned firms are encouraged to respond. See the RJSCB's Equal Opportunity statement in Section 17 of this RFP.** Contracts will be negotiated with the successful firms after approval of award by the RJSCB.

13.0 SUBMITTAL REQUIREMENTS/RESPONDING TO THE RFP

- 13.1 E-Mail Indicating Interest.** Environmental Project Monitoring and indoor Air Quality Monitoring/Sampling providers who intend to respond to this RFP are requested to notify the RJSCB's Executive Director by sending an e-mail to: trenauto@aol.com with the RFP name in the subject line. Please indicate the name, address, telephone, fax number, and e-mail address of the Service Provider (firm) and contact person.
- 13.2 Submission.** Submit ten (10) copies of all requested information in paper form and one (1) electronic copy (compact disk) to the offices of the Rochester Joint Schools Construction Board located at 175 Martin Street, Rochester, NY 14605; Attention: Tom Renauto, Executive Director no later than 2 o'clock P. M. on **Wednesday, June 20, 2012.**
- 13.2.2** The RJSCB reserves the right to award contracts to one or more firms upon the recommendation of the Program Manager. All of the aforementioned scope of services shall be required of the selected and assigned firm(s).
- 13.2.3** Unit prices for services should be submitted on the enclosed form.

13.3 Statement of Qualifications. Statement of Qualifications should clearly and accurately demonstrate specialized knowledge and experience required for consideration for Environmental Monitoring and Indoor Air Quality Monitoring/Sampling Services. Responsive proposals should provide straightforward, concise information that satisfies the requirements specified below.

Resumes of technicians and monitors shall be submitted with the bid proposal and shall identify individuals' certifications. Minimum qualifications should be indicated in the specifications.

It is expected that monitoring, sampling, and testing will be performed by agents who have relevant experience in the category indicated. The Service Provider shall submit to the Licensed Design Professional and Construction Manager for review, a copy of the qualifications of the individual technicians who will be performing sampling, monitoring, and testing services.

Prior to award, the RJSCB and the Program Manager will consult with the Architect of Record regarding the proposal/qualifications of the bidder and the individuals who will be performing the services.

The Service Provider shall disclose current or past business relationships or any potential conflict of interest with Contractors or Subcontractors whose work will be inspected or tested.

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 he/she desires.

1. Name of Proposer
2. Permanent Main Office Address
3. Date of Organization
4. Legal form of ownership. If a corporation, date of incorporation
5. How many years have you been engaged in the services you provide under your present name?
6. Experience in work similar in scope of services and in importance to this proposal.
7. List not less than three (3) client references for who services similar to this Request for Proposal are currently, or have previously been provided. Include for each client:
 - Name of Organization
 - Appropriate gross cost of agreement
 - Date services started
 - Services being provided
 - Responsible official, address and telephone number of person available as a reference.
8. Have you ever failed to complete any work awarded to you? If so, where and why?

9. Have you ever defaulted on a contract? If so, where and why?
10. Describe any pending litigation or other factors that could affect your organization's ability to perform this agreement.
11. 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.
12. Name, title, address and telephone number of the individual to whom all inquiries about this submittal should be addressed.
13. **Sample Reports.** Examples/samples of the firm's deliverables for the following should be included in the RFP: Daily Report(s); sampling report(s); test reports, and a Deficiencies Report.
14. **Fee Proposal.** Please provide an estimated total value for the work. Refer to the schedule attached for testing unit prices and hourly rates.
15. **Preparation Costs.** All costs incurred in the preparation and presentation of the proposal shall be wholly absorbed by the proposer.

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

14.0 INSURANCE REQUIREMENTS

14.1 **Insurance Policies:** The Environmental Monitoring and Indoor Air Quality Monitoring/Sampling services contract that will be developed for the work on this program 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: \$500,000.00

Excess/Umbrella (for general aggregate and auto liability only): \$5 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 certificates of insurance establishing compliance with this obligation. Thirty (30) Days Notice of Cancellation is required. Selected firms are responsible for the payment of all insurance premiums. The City of Rochester, Rochester City School District, Gilbane Building Company and Savin Engineers, P.C. must be named as additional named insureds on such policies as well.

14.2 Indemnification & Hold Harmless:

The selected firm will be required to agree to the indemnity provisions that are included in Section 10.3 of the proposed Agreement between Owner and Consultant which is attached hereto.

15.0 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 of their interview date, time, and location. It is anticipated that firms will be notified by 5 o'clock p.m. on June 21, 2012 regarding interviews, which are scheduled for Monday, June 25, 2012.

After the interviews have taken place, the firm(s) will be ranked and the highest-ranking firm(s) will be contacted regarding contract execution. Final selection of the firm(s) is expected to occur at the RJSCB meeting on Monday, July 2, 2012. Depending upon the submissions, staffing levels of the responding firms, and the interviews, the RJSCB may award a contract to a responding firm for more than one school project.

16.0 QUESTIONS

Prospective proposers 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 trenauto@aol.com by 12:00 Noon on Friday, June 15, 2012. Submitted questions and answers will be provided to all solicited firms via email by Addendum by Monday, June 18, 2012 barring any unforeseen circumstances.

17.0 EQUAL OPPORTUNITY

The Rochester Joint Schools Construction Board (RJSCB) recognizes the need to take action to ensure that minority and women-owned business enterprises, disadvantaged business enterprises, and minority and women employees and principals are given the opportunity to participate in the performance of contracts of the RJSCB.

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

The RJSCB is committed to providing Women, Minorities, Women and Minority-Owned Businesses, and Disadvantage Businesses with equal opportunities in the performance of contracts. In order to achieve the Business Development goals of the Program, each contractor, supplier, professional service firm or other business providing goods or services with a Board contract of \$20,000 or more shall strive to and use best efforts to meet the above stated commitment of the RJSCB regarding the participation and use of Women, Minorities, Women and Minority Owned Business and disadvantaged Businesses. One of the principal goals of the RJSCB is to support workforce development and the creation of diversification opportunities. As such, all contractors, suppliers, professional service firms and/or other business entities providing goods or services under a RJSCB contract of \$20,000 or more shall agree to comply with the following workforce diversity rules and requirements:

- **Minority Workforce:** 20% of project personnel, including skilled trades people, trainees, journeymen, apprentices and supervisory staff
- **Female Workforce:** 6.9% of project personnel, including skilled trades people, trainees, journeymen, apprentices and supervisory staff

The RJSCB is also committed to the meaningful participation of qualified minority-owned, women-owned, disadvantaged business entities and small business entities throughout the RSMP. In order to meet this commitment, all contractors, suppliers, professional service firms and/or other business entities providing goods or services under a RJSCB contract of \$20,000 or more shall agree to engage qualified minority-owned, women-owned, disadvantaged business entities and small business entities to assist in the completion of all work under any such contract. With each contract of \$20,000 or more, the selected contractor, supplier, professional service firm and/or other business entity agrees to provide for the following:

- **Minority-Owned Business entities** shall participate in a minimum of 15% of each contract or purchase order
- **Women-Owned Business entities** shall participate in a minimum of 5% of each contract or purchase order
- **Disadvantaged Business entities** shall participate in a minimum of 2% of each contract or purchase order

- Small Business entities shall participate in a minimum of 5% of each contract or purchase order

The RJSCB reserves the right to revise, adjust and/or modify the above goals for contracts awarded at a later date in Phase I of the RSMP and for contracts awarded in Phases II and III of the RSMP. Any firms requiring assistance in meeting the above commitments of the RJSCB can contact the Independent Compliance Officer (ICO) Mr. Windell Gray at 585-334-8240.

18.0 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 Offeror during the procurement process. **An Offeror/bidder 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 Offeror/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four (4) year period; the Offeror/bidder is debarred from obtaining government Procurement Contracts. Further information about these requirements may be obtained from the Procurement Officer.

Procurement Officer:	Thomas Renauto Executive Director Rochester Joint Schools Construction Board 175 Martin Street, Suite 421 Rochester, NY 14605 Phone: (585)-262-8476
-----------------------------	--

APPENDIX A

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

Background:

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

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

Instructions:

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

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

BY

*LEGAL NAME OF FIRM OR CORPORATION

AUTHORIZED SIGNATURE

ADDRESS

TYPED NAME OF AUTHORIZED SIGNATURE/TITLE

CITY, STATE, ZIP CODE

TELEPHONE/DATE

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

APPENDIX B

OFFEROR 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

AUTHORIZED SIGNATURE

SOCIAL SECURITY OR TAX ID NUMBER

| NAME OF AUTHORIZED SIGNATURE/TITLE

STATE, ZIP CODE

PHONE/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 C

**FORM OF OFFEROR 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)			

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

No

Yes

6. If yes, please provide details below:

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

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

By: _____

Date: _____

Signature: _____

ATTACHMENT A:

FEE SUBMITTAL FORM

It is the intent to enter into a unit price agreement with an Environmental Monitoring and Indoor Air Quality Monitoring/Sampling Services firm. Please submit a fee proposal to include the all anticipated unit costs.

Environmental Monitoring and Indoor Air Quality Monitoring/Sampling Services				
ITEM DESCRIPTION	I. REFERENCE STANDARD	II. QUANTITY # / unit measure (i.e. each, per hour, per day, etc.)	III. UNIT FEE	IV. ESTIMATED COST

ATTACHMENT B:

DDP FORMS

INSTRUCTIONS FOR USE OF THE ATTACHED DDP FORMS:

1. DDP -1: SCHEDULE OF MBE/WBE/DBE/SBE PARTICIPATION

This form is to be completed and submitted with the response to the RFP. The selected respondent shall be required to resubmit its final version showing all those contractors and or vendors it has entered into agreement with to meet the goals defined within the Diversity Plan.

2. DDP -2: MBE / WBE LETTER OF COMMITMENT TO PERFORM

This form is required of the selected contractor. The contractor must fill these out and secure signatures from all MBE and WBE firms being proposed as subcontractors. Documents are to be submitted three calendars after receipt of notice to award.

3. DDP – 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.

SCHEDULE OF MBE/WBE/DBE/SBE PARTICIPATION (DDP-1/R/SMP)

ROCHESTER SCHOOLS MODERNIZATION PROGRAM

1. Project:

2. Bidding on Contract No./Contract Description

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

4. Submittal Date (MM / DD / YY)

5. Original Form
 Revised Form

Project Goals: MBE - 15%, WBE - 5%, DBE 20%, SBE 5%

6. Name/Address/Phone No. of Proposed MBE/WBE/DBE/SBE	7. Certified as MBE/WBE/DBE/SBE	8. Performance Category	9. Scope of Services to be provided	10. Proposed Dollar Amount

Continuation Statement - the below signed, being an authorized representative of the bidding company, hereby certifies that the above information has been discussed with the proposed MBE/WBE/DBE/SBE prior to the submission of the accompanying bid proposal. To accurate and his

11. Bidding Company Official's Printed Name and Title

12. Bidding Company Official's Signature

13. Date Signed

14. Page

_____ of _____

____/____/____

_____ of _____

MBE / WBE LETTER OF COMMITMENT TO PERFORM / DDP/RSMP-2 FORM

Upon the request of the Program Provider, the bidding contractor is to submit this form for each proposed MBE/WBE within three calendar days of the Notice of Award.

Project : _____

Bidding on Contract : _____
(Project Contract Number, Name)

Based on pre-bid negotiations, the below indicated bidding contractor and proposed MBE/WBE intend to enter into a formal agreement for services indicated below, relative to the above referenced project contract. This pending agreement is contingent upon prior contract execution between the bidding contractor and the Program Provider.

Under this pending agreement, the proposed MBE/WBE shall provide the following labor, materials, equipment, supplies, or services: *(identify the full intended scope of the MBE/WBE in sufficient detail)*

_____ at the approximate price of \$ _____

The proposed MBE/WBE under this pending agreement is being declared as: MBE or WBE *(check either, not both)*

Under this pending agreement, the MBE/WBE is being declared under the following performance category: *(check one only)*

- | | |
|---|---|
| <input type="checkbox"/> Subcontractor (labor only) | <input type="checkbox"/> Subcontractor (labor & material) |
| <input type="checkbox"/> Bona Fide – Supplier * | <input type="checkbox"/> Broker – Supplier |
| <input type="checkbox"/> Service Provider | <input type="checkbox"/> _____ |

**** If declared as a Bona Fide – Supplier, bidding contractor is to ensure that proper substantiating information is attached to the submission of this form. This would include but not necessarily be limited to a letter from the product manufacturer indicating that the proposed MBE/WBE is a recognized distributor, vendor, representative, etc. of the applicable products. Failure to include said substantiation to the satisfaction of the Program Provider is grounds for rejection of the proposed MBE/WBE. The Program Provider reserves the right to further scrutinize said recognition within the limits of the contract specifications.***

This MBE/WBE is currently certified as either a bona-fide MBE or WBE in the above indicated performance category by one or more of the recognized certifying authorities as specified in section 00900 of the project specifications. **As evidence of this fact attached is a certification letter from said authority confirming the current MBE or WBE status and the applicable performance category. Failure to include said certification letter(s) to the satisfaction of the Program Provider is grounds for rejection of the proposed MBE/WBE.**

Should any revisions to this pending agreement be necessary after the submission of this form, the bidding contractor shall be responsible to immediately resubmit the necessary revised forms to the attention of the Program Provider for consideration.

Bidding Contractor Company Name

Proposed MBE/WBE 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 Program Provider Use Only

_____/____/____
Program Provider Signature Date

_____/____/____
Compliance Monitor Signature Date

MONTHLY EMPLOYMENT UTILIZATION REPORT - DDP-3/RSMP

REGISTERED SCHOOLS ORGANIZATION PROGRAM

1. Project: _____
 3. Reporting Contractor Name / Address / Phone No. / Fax No. _____

2. Reporting Period (MM / YYYY) _____ / _____
 4a. Reporting Contractor is a () 1st Tier or (X) Lower Tier Contractor
 4b. Only if lower tier contractor, indicate to whom you are a subcontractor: _____

5. POSITION	EMPLOYEE	6a. Total All Hours by Service		6b. Break over Hourly (Hours)		6c. Hours (Hours)		6d. Action or Points Balance (Hours)		6e. Absence or Abscon (Hours)		7. Minority % of Total Hours	8. Female % of Total Hours	9. Total Number of Employees		10. Total Number of Minority Employees	
		M	F	M	F	M	F	M	F	M	F			M	F	M	F
Grand Total																	

Continuation Statement - the below signed, being an authorized representative of the reporting company, hereby certifies that the above information represents all the hours worked by the reporting company's employees on the above noted project during the above noted month.

11. Reporting Company Official's Printed Name and Title _____
 12. Reporting Company Official's Signature _____
 13. Date Signed ____/____/____
 14. Page ____ of ____

AGREEMENT BETWEEN OWNER & CONSULTANT

Following is the Agreement between _____ (the Consultant) located at _____ and the Rochester Joint Schools Construction Board (the "Owner") located at 175 Martin Street (formerly 690 St. Paul), Suite 421, Rochester, NY 14605 for Environmental Project Monitoring and Indoor Air Quality Monitoring / Sampling Services for Phase 1a of Phase 1 of the Rochester Schools Modernization Program. This document establishes the Terms and Conditions of the Consulting Services that will be provided.

1. SCOPE OF THE PROJECT

1.1 The project scope for which the Environmental Project Monitoring and Indoor Air Quality Monitoring /Sampling Services under this Request for Proposal applies to Phase 1a only of the Rochester Schools Modernization Program (the "Program") for the Owner. This includes the renovation and/or building additions that will be provided for five (5) of the six (6) school projects included in Phase 1a of the Program. This agreement allows for an extension of the contract after the completion of work at the Phase 1a schools for environmental services at the Phase 1b schools, if the RJSCB so desires.

2. SCOPE OF CONSULTING SERVICES

2.1 The Consultant shall provide the services as specified in Exhibit A- Scope of Services.

3. THE OWNER'S RESPONSIBILITIES

3.1 The Owner shall assist the Consultant by providing access to school facilities and placing at the Consultant's disposal all available information pertinent to the Program. The Owner will provide the following items: Information describing the work planned for each of the proposed Phase 1 projects as prepared by the Project Architect for each of the projects. (Note: Initially, this may only include that information provided in Comprehensive School Facilities Modernization Plan-Phase 1 dated January 31, 2011 or progress or interim reports on the Phase 1 schools).

3.2 The Owner's Program Manager is authorized to act in the Owner's behalf with respect to review and approval of various submittals and filings and the decisions that are required for the timely completion of these services.

4. SCHEDULE OF WORK

4.1 Upon selection of the Consultant by the Owner at its Board meeting on Monday, July 2, 2012 the Consultant is authorized to commence work on these Consulting services as listed in Exhibit A-Scope of Services. It is anticipated that these Consulting services will be completed by August 31, 2014 following the completion and startup of the last of the projects in Phase 1a.

5. ADDITIONAL SERVICES

5.1 Additional services are services that are requested in writing by the Owner for work that exceeds that detail in Exhibit A- Scope of Services described herein.

5.2 Compensation for Additional Services shall be invoiced to the Owner at an hourly rate plus reimbursable expenses or other agreed upon method. The Consultant will submit to the Owner an Authorization for Additional Services that describes the requested services and the not-to-exceed cost proposal. The Owner's written authorization shall be required for additional services to commence.

5.3 For purposes of any Additional Services, the Consultants hourly rates as of June 30,2012 are as follows:

5.3.1	Principal	\$ _____
5.3.2	Project Manager	\$ _____

5.3.3	Certified Asbestos Project Monitor	\$ _____
5.3.4	Certified Asbestos Air Technician	\$ _____
5.3.5	Certified Industrial hygienist	\$ _____
5.3.6	Certified Environmental Field Technician	\$ _____
5.3.7	Certified Lead technician	\$ _____
5.3.8	Certified PCB Technician	\$ _____
5.3.9	Administrative Support	\$ _____
5.3.10	Senior Technical Staff	\$ _____
5.3.11	Technical Staff - Level 1	\$ _____
5.3.12	Technical Staff - Level 2	\$ _____
5.3.13	Technical Support	\$ _____
5.3.14	Other:	\$ _____

6. CONSULTANT'S ACCOUNTING RECORDS

6.1 Records of Reimbursable Expenses and Consultant's direct personnel time shall be kept on the basis of generally accounting principles and shall be available to the Owner or the Owner's representative at mutually convenient times at the Consultant's office.

7. TERMINATION OF THIS AGREEMENT

- 7.1 This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
- 7.2 In the event that the Program is delayed by Owner or is permanently abandoned, the Owner upon at least seven (7) days written notice to the Consultant may terminate this Agreement.
- 7.3 In the event of termination, not the fault of the Consultant, the Consultant shall be compensated for services performed to the termination dated, together with Reimbursable Expenses then due.

8. MISCELLANEOUS PROVISIONS

- 8.1 Unless otherwise specified, this Agreement shall be governed by the laws of the State of New York.
- 8.2 Any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date payment is due to the Consultant pursuant to Article 9.
- 8.3 The Owner and the Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party of this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of the Agreement. Neither the Owner nor the Consultant shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.
- 8.4 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant.
- 8.5 Consultant's fee is subject to equitable adjustment by negotiation if agreed scope is changed or if services are not completed by August 31, 2014 if such delay is not due to the fault of the Consultant.

9. BASIC COMPENSATION

9.1 Basic Services shall include all of the items listed in Exhibit A-Scope of Services and the Owner shall pay Consultant for the Basic Services based on the breakdown of the project costs as specified in Exhibit C, in accordance with the procedures set forth in Section 9.3.

9.1.1 Total Contract Value shall not exceed the sum of _____
(\$ _____) plus a not-to-exceed total of _____
(\$ _____) for reimbursable expenses as described in Article 9.2.

9.2 Reimbursable Expenses:

9.2.1 In addition to the Basic Compensation, the Owner shall reimburse the Consultant for the reasonable cost of the following expenses to the extent actually incurred by the Consultant or its employees or consultants in performing the Services ("Reimbursable Expenses") and in the best interest of the Program.

- a) Highway tolls per receipt
- b) Long distance telephone calls related to the project
- c) Reproductions, postage and handling of drawings, specifications and other documents for the interim and final submissions required by Owner for review, design team coordination and/or bidding.

9.2.2 Reimbursable Expenses will be billed at the actual cost of the expenditure, without any markup or administration expense.

9.3 Invoices

9.3.1 Subject to the provisions of Exhibit C, Consultant will provide Owner with monthly invoices for all services and Reimbursable Expenses broken down by school project.

10. OTHER CONDITIONS:

10.1 Use of Consultant's Documents:

10.1.1 All forms, specifications, and reports prepared under this Agreement shall become the property of the Owner as they are completed by Consultant or its employees or consultants and in all cases no later than completion of the work and payment in full of all monies due to the Consultant. Consultant will provide Owner with reproducible and editable electronic files when requested or as a final submittal under the Agreement. Due to the Owner's needs for use of these documents future program activities, Consultant agrees to waive any authorship rights or exclusive copyright, common law, or statutory rights that might affect Owner's use. Consultant is permitted to retain copies for reference but may not publicly disclose them or use them on other projects without Owner's written authorization. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of reuse or modification of the documents by the Owner or any person or entity that acquires or obtains them from Owner.

10.2 Insurance:

10.2.1 Consultant shall purchase and maintain, during the Term, at its own cost and expense, the insurance coverage described on Exhibit D. Prior to the full and final execution of this Agreement by both parties, Consultant shall provide the Owner with certificates of insurance evidencing such. All such policies, except workers compensation and professional liability policies, shall name the Owner, Gilbane/Savin, the Rochester City School District, and the City of Rochester as additional insureds on a primary and non-contributory basis, and shall incorporate a provision requiring the giving of written notice to the Owner at least thirty (30) business days prior to the cancellation, non-renewal or modification of any such policies. Upon request Consultant will promptly provide the Owner with a copy of the policy of insurance. Consultant shall not change the terms and conditions of any insurance policy, except under prior written approval of the Owner, which shall not be unreasonably withheld.

10.3 Indemnity:

Consultant hereby agrees to indemnify and hold the Board, the Program Manager, the Construction Manager, and any subsidiary, parent or affiliate corporation of the Board, including the RCSD and the City of Rochester, and their trustees, directors, officers, Board members, agents and employees (collectively, the "Indemnities") harmless from all losses, indemnities may incur (i) to the extent arising out of or resulting from the Consultant's

performance of the Services which results in bodily injury or physical or actual damage to the property of the Consultant or its agents, subcontractors, sub-consultants, employees or licensees; (ii) to the extent arising out of or resulting from any violation by the Consultant of state, federal, or local law, rule or regulation which results in bodily injury or physical or actual damage or the imposition of a fine, penalty, or other charge; or (iii) arising out of or resulting from the negligence or willful misconduct of the Consultant or the Consultant's agents, subcontractors, sub-consultants, employees or licensees; provided, however, that nothing contained herein shall be construed as requiring the Consultant to indemnify the Indemnities or any of them for any claim for damage or loss of any kind when said damage or loss was caused in whole or in part by the negligence or willful misconduct of the Indemnities or any of them.

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

10.4 Diversity Plan Compliance

10.4.1 Consultant(s) shall at all times in the performance of its work, as well as in its hiring and employment practices, fully comply with all rules, guidelines and requirements set forth in the RSMP Diversity Plan. Consultant shall also fully comply with all Federal, New York State and City of Rochester laws, statutes, ordinances and regulations as well as any special requirements outlined in the Contract Documents during the term of this Agreement. This requirement includes, but is not limited to, Consultant's continuing obligation to comply with all Equal Employment Opportunity and Diversity Goals referenced in, or incorporated as a part of, the RSMP.

10.4.2 This Agreement entered into as of the last date written below.

OWNER

ROCHESTER JOINT SCHOOLS CONSTRUCTION BOARD

Signature: _____

Print Name: _____

Title: _____

Date: _____

CONSULTANT

Signature: _____

Print Name: _____

Title: _____

Date: _____

Approved as to Form and Correctness

Name

EXHIBIT A

SCOPE OF SERVICES

Following is the scope of Environmental Project Monitoring and Indoor Air Quality Monitoring / Sampling consultant services that are needed for the Phase 1a projects.

1.0 SCOPE OF SERVICES

The firm(s) selected to provide Environmental Project Monitoring And Indoor Air Quality Monitoring / Sampling Services for the RJSCB Project must have a team of qualified professionals with the necessary qualifications and credentials, training, knowledge, experience and certifications to perform all Environmental Monitoring and Indoor Air Quality Monitoring /Sampling services for the Project.

The Consultant(s) must ensure that there is full coverage of all required environmental monitoring and Indoor air quality monitoring /sampling by at least one (1) entity among the team. Provide verification that the proposed inspectors, technicians, and agent inspectors meet the minimum qualifications as established by the state of New York.

The selected firm(s) and individual(s) must maintain required professional licenses, certifications and registration throughout the life of the contract with the RJSCB.

Performance Requirements

Upon 24-hours notice from the Construction Manager and/or Prime Contractor, the Service Provider shall respond to the project site to perform such monitoring and sampling services as requested.

The Consultant may be required to visit multiple sites, have personnel assigned at multiple sites and/or perform multiple types of inspections on the same day. The Consultant shall submit, within 48 hours or per the time allotted in section 5 [Proposal Requirements _ RFP] item 2.c a certified, typed report of each inspection, or similar service to the Construction Manager, Architect, Program Manager, and Contractor. The Service Provider shall provide a draft report of all inspections to the Construction Manager and the Contractor at the conclusion of each sampling or test. Service Provider shall maintain a log at the project site of all visits, inspections, field observation, samples collected and deficiencies noted.

The RJSCB expects that team members brought forward as part of the proposal process will be assigned to the program through completion. The RJSCB expects that the staff will respond to the Construction Manager, Architect, Program Manager, Prime Contractor, and/or Owner in a timely manner.

Consultant's staff shall:

- Cooperate with the Owner, Program Manager, RCSD, Architect/Engineer, Construction Manager, and affect Contractors.
- Provide qualified personnel, as required, upon notice.
- Perform environmental monitoring and indoor air quality monitoring/sampling services.
- Comply with standard specifications.

- Ascertain compliance of space and work areas prior to start OF work and disturbance on existing conditions with environmental guidelines and with the requirements of the Contract Documents.
- Keep records and submit reports as outlined in the Specifications.

1. Detailed Scope of Services:

- a. Participate in pre-construction orientation with the selected remediation / abated contractor (s)
- b. Review remediation plan with selected abatement contractor(s) and verify all notices and applications have submitted and or filed with the regulatory agencies and approvals (if required) have been received prior to start of work on site.
- c. Provide monitoring reports to regulatory agency per regulatory guidelines.
- d. All environmental monitoring, field sampling and Indoor air quality monitoring / sampling shall be provided by qualified personnel with appropriate credentials.
- e. Conduct pre-abatement, daily and final inspections of the work area, including inside the work area and exterior of the work area.
- f. Observe the removal work. During the abatement operation provide for sampling of soils, surface finishes, adhesives and insulations, loose substance and or fluids as required for the classification and identification of materials requiring encapsulation remediation and or abatement per regulatory guidelines.
- g. Monitor and document the abatement contractors adherence to applicable provisions of Federal, State, and Local Regulations. This includes but is not limited to all asbestos, lead and PCB clearance testing.
- h. Monitor and document the abatement contractor's adherence to the scope of work and provisions of the project contract documents.
- i. Conduct pre-abatement, daily, and final air clearance sample collection.
- j. Provide for the collection and processing of air samples. Provide daily inspection of the containment for adherence to regulatory guidelines. Document in daily field reports advice the abatement contractor and CM of any non compliance conditions.
- k. Collect and process bulk samples when required. Provide for the recording of disposal transport manifest.
- l. Provide daily reports of the work progress and any violations of any Federal, State, or Local regulation pertaining to the work of the abatement contractor. Advise the Owner, Architect, and the Program Manager in writing of any violations immediately.
- m. Notify the CM, Architect, and PM prior to filing an alternate work practices request with the

governing regulatory agency. Provide written explanation for the deviation resulting in an alternate work practices request, and the potential impacts to schedule and cost.

- n. Provide the services of an ELAP accredited and NYS Department of Health approved testing laboratory to analyze all pre-abatement background air samples, daily air samples and final clearance air samples.**
- o. Advise the Architect and the CM of the percentage of work completed each week.**
- p. Maintain and submit a written report of samples collected and analysis results.**
- q. Meet monthly with the CM and Program Manager to review the Environmental Monitoring and Indoor Air Quality Monitoring Plan. Provide an estimate of anticipated resource allocation and cost based on work remaining.**
- r. Provide project close out report as a deliverable at the end of each school project. Prepare a comprehensive document to include all sampling reports and analysis results, daily field monitoring reports, daily indoor air monitoring reports, listing of field personnel, copy of abatement personnel's certifications, marked up drawings indicating location and classification of materials identified but not removed during remediation and abatement activities, and clearance reports. Provide copy of closeout report to RSCD Facilities department, CM and Program Manager on behalf of Owner.**
- s. The Service Provider shall become familiar with the contract documents for each Phase 1a school project and the defined scope of remediation services. The Environmental Monitoring and Indoor Air Quality Monitoring/Sampling services are to be tailored to compliment those scopes of work.**
- t. The Service Provider(s) shall inform the Program Manger of any addition task it is required to perform pursuant to regulatory guidelines that are not listed herein requiring the allocation of resources and the incurring of cost.**
- u. The Service Provider must familiarize themselves with the NYSED regulations; regarding environmental abatement protocols and must as a minimum comply with all NYSED regulations even if they are more stringent than Federal, State or other local requirements.**
- v. The Service Provider shall, if requested by Owner, participate in meetings with Federal, State and or local regulatory agencies**

2.0 DISTRIBUTION OF REPORTS

Consultant shall submit reports to the Registered Design Professional (Architect) within seven (7) days of the inspection or test. Legible handwritten reports may be submitted if final typed copies are not available.

3.0 FINAL REPORT OF SPECIAL INSPECTIONS

At the completion of work, Consultant shall submit a Final Environmental Monitoring Report and a Final Indoor Air Quality Report to the Construction Manager, Architect, Program Manager, and Contractor stating work was completed in conformance with the Contract Documents, state and federal regulatory guidelines and that appropriate inspections and tests were performed.

At the completion of work, the Consultant shall compile the all monitoring, inspection and test reports into a final report of project-specific special inspections. The Final Report shall clearly delineate any known materials not removed during remediation.

The Consultant shall submit the Final Reports by school to the Construction Manager, Architect, Program Manager, Contractor, and the Owner.

4.0 COMMUNICATION

The Consultant shall immediately notify the Construction Manager, Architect, Program Manager and Contractor, by telephone and via e-mail of test results failing to comply with the requirements of the Contract Documents.

The Consultant shall immediately notify the Construction Manager and Contractor of work found to be in non-conformance with the Contract Documents during the inspections. If the non-conforming work is not corrected while the Consultant is onsite, the Consultant shall notify the Construction Manager, Architect, and Program Manager within 24-hours (one business day) and issue a non-conformance report. If the non-conforming work is not corrected within seven (7) days after issuance of the non-conformance report, the Consultant shall notify the Construction Manager, Architect, Program Manager, and Contractor.

5.0 OWNER RESPONSIBILITIES

Owner will provide the Consultant with a complete set of abatement specifications and drawings sealed by the Registered Design Professional and approved by the New York State Education Department.

7.0 CONTRACTOR RESPONSIBILITIES

Contractor shall cooperate with the Consultant and his agents so environmental monitoring and indoor air quality monitoring /sampling services may be performed without hindrance.

Contractor shall notify consultant at least 24 -hours in advance of a required inspection or test.

Contractor shall provide incidental labor and facilities to provide access to the work to be inspected or tested; to obtain and handle samples at the site or at the source of the products to be tested; to facilitate tests and inspections. [All handling and storage of samples shall be by consultant and its agents of test samples.]

Contractor is responsible for the safe assembly and stability of scaffolding. If Consultant requires the use of the Contractor's scaffolding to access work areas, the Contractor shall provide a competent person to perform a daily evaluation of the scaffolding to verify it is safe to use. Contractor shall notify Consultant of this review before each use.

The environmental monitoring and indoor air quality monitoring /sampling program shall not relieve the Contractors of their obligation to perform work in accordance with the requirements of the Contract Documents or from implementing an effective Quality Control Program. Contractor shall be solely responsible for construction site safety.

8.0 COMMITMENT

Upon 24-hours notice from the Construction Manager and/or Prime Contractor, the Consultant shall respond to the project site to perform such tests or inspections as requested.

The Consultant may be required to visit multiple sites and/or perform multiple types of inspections on the same day. The Consultant shall submit, within 48-hours a certified, typed report of each inspection, or similar service to the Construction Manager, Architect, Program Manager, and Contractor. The Consultant shall provide a draft report of all inspections to the Construction Manager and the Contractor at the conclusion of each inspection or test. Consultant shall maintain a log at the project site of all inspections, defects, and deficiencies noted.

The RJSCB expects that team members brought forward as part of the proposal process will be assigned to the program through completion. The RJSCB expects that the staff will respond to the Construction Manager, Architect, Program Manager, Prime Contractor, and/or Owner in a timely manner.

EXHIBIT B

SCHEDULE FOR SERVICES

Task	School	Construction Phase
1	Enrico Fermi School No. 17	7/1/12 to 8/1/13
2	Helen Barrett Montgomery School No. 50	7/1/12 to 8/1/13
3	World of Inquiry (WOI) School No. 58	8/1/12 to 8/1/14
4	Charlotte High School	7/1/12 to 8/1/13
5	Franklin Educational Campus	7/1/12 to 8/1/13

EXHIBIT C

**COST OF SERVICES
[INSERT RATE TABLES FOR UNIT PRICES]**

[The work sheet defining the cost of services and assigned school projects from Exhibit 'B' will be inserted upon approval of the selected vendor by the Board]

EXHIBIT D

**Environmental Project Monitoring and Indoor Air Quality Monitoring /Sampling Services
Insurance Requirements**

_____ shall obtain and maintain the following insurance with limits not less than those indicated:

- (a) Workers' Compensation Insurance (and such other forms of insurance which Program Provider is required by law to provide) covering all employees engaged in the Services hereunder in accordance with the statutory requirements of the jurisdiction in which such Services are to be performed.
- (b) General Liability Insurance (including contractual liability coverage and completed operations coverage) with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
- (c) Automobile Liability insurance covering all motor vehicles owned or leased engaged in the performance of Services hereunder. Limits of liability shall not be less than one million dollars (\$1,000,000) combined single limit, for the accidental injury to or death of one or more persons or damage to or destruction of property as a result of one accident.
- (d) Excess Liability Insurance above the amounts specified in (b) and (c) of this Exhibit "D" in the amount of five million dollars (\$5,000,000).
- (e) Professional Liability Insurance with a combined single limit of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.

EXHIBIT E

EQUAL OPPORTUNITY

The Rochester Joint Schools Construction Board (RJSCB) recognizes the need to take action to ensure that minority and women-owned business enterprises, disadvantaged business enterprises, and minority and women employees and principals are given the opportunity to participate in the performance of contracts of the RJSCB.

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

The RJSCB is committed to providing Women, Minorities, Women and Minority-Owned Businesses, and Disadvantage Businesses with equal opportunities in the performance of contracts. In order to achieve the Business Development goals of the Program, each contractor, supplier, professional service firm or other business providing goods or services with a Board contract of \$20,000 or more shall strive to and use best efforts to meet the above stated commitment of the RJSCB regarding the participation and use of Women, Minorities, Women and Minority Owned Business and disadvantaged Businesses. One of the principal goals of the RJSCB is to support workforce development and the creation of diversification opportunities. As such, all contractors, suppliers, professional service firms and/or other business entities providing goods or services under a RJSCB contract of \$20,000 or more shall agree to comply with the following workforce diversity rules and requirements:

- **Minority Workforce:** 20% of project personnel, including skilled trades people, trainees, journeymen, apprentices and supervisory staff
- **Female Workforce:** 6.9% of project personnel, including skilled trades people, trainees, journeymen, apprentices and supervisory staff

The RJSCB is also committed to the meaningful participation of qualified minority-owned, women-owned, disadvantaged business entities and small business entities throughout the RSMP. In order to meet this commitment, all contractors, suppliers, professional service firms and/or other business entities providing goods or services under a RJSCB contract of \$20,000 or more shall agree to engage qualified minority-owned, women-owned, disadvantaged business entities and small business entities to assist in the completion of all work under any such contract. With each contract of \$20,000 or more, the selected contractor, supplier, professional service firm and/or other business entity agrees to provide for the following:

- **Minority-Owned Business entities shall participate in a minimum of 15% of each contract or purchase order**
- **Women-Owned Business entities shall participate in a minimum of 5% of each contract or purchase order**
- **Disadvantaged Business entities shall participate in a minimum of 2% of each contract or purchase order**
- **Small Business entities shall participate in a minimum of 5% of each contract or purchase order**

The RJSCB reserves the right to revise, adjust and/or modify the above goals for contracts awarded at a later date in Phase I of the RSMP and for contracts awarded in Phases II and III of the RSMP. Any firms requiring assistance in meeting the above commitments of the RJSCB can contact the Independent Compliance Officer (ICO) Mr. Windell Gray at 585-334-8240.