

REQUEST FOR PROPOSALS

PROFESSIONAL SERVICES FOR PHASE 3 STRATEGIC PLANNING

The Rochester Joint Schools Construction Board, on behalf of the Rochester Schools Modernization Program, seeks to identify professional firms qualified to provide Strategic Planning Services to the RJSCB for Phase 3.

ISSUE DATE: 20 March 2018



Rochester Schools Modernization Program

70 Carlson Road, Suite 200 Rochester NY 14610





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

REQUEST FOR PROPOSALS

Date: 20 March 2018

To: Architectural and Engineering A/E Design Firms **From:** Rochester Joint Schools Construction Board

Project Title: Strategic Planning Services

for Phase 3

Send Statement of Qualifications to:

Rochester Joint Schools Construction Board **Attn:** Pépin Accilien, P.E., Program Director

70 Carlson Road – Suite 200

Rochester, NY 14610

Email Contact:

afleischer@savinengineers.com

#	RFP SCHEDULE	DATES
1.	RFP issued to service providers / potential responders	20 March 2018
3.	Deadline for submittal of questions, clarifications and modifications regarding the RFP by service providers/potential responders	27 March 2018 2:00 p.m.
4.	Answers to questions and/or modifications issued by Addendum and posted on the RJSCB website: www.rcsdk12.org/rsmp	2 April 2018 5:00 p.m.
5.	Submittal Deadline for Request for Proposals	16 April 2018 2:00 p.m.
6.	Interviews with Short-Listed Consultants (2-3) by RJSCB Procurement Committee with support by Program Manager	3 May 2018 8 a.m. – Noon (+/-)
7.	Award (or Update*) at RJSCB Monthly Meeting (*pending necessary Diversity Compliance, negotiations, etc.)	7 May 2018

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SECTION 1 – OVERVIEW

PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The **Rochester Joint Schools Construction Board** (the "RJSCB" or "Owner"), on behalf of the Rochester City School District (the "RCSD" or "District") and the City of Rochester (the "City"), invites you to submit a proposal to provide Architectural and Engineering Consulting services to the RJSCB and its Program Manager for preparing a Strategic Plan in anticipation of a Special Legislative Bill for Phase 3 of the Rochester Schools Modernization Program ("RSMP" or "Program"). The RSMP is governed by the RJSCB to modernize the Rochester City Schools in several phases.

The Selected Consultant will embody tested expertise with 'School Design' specializing in District-wide capital project planning successfully approved by the New York State Education Department (the 'NYSED', or 'SED'). The goal of the RJSCB is provide a learning environment that offers opportunities for twenty-first century learning along with instruction and support facilities necessary for all Rochester City School District students to reach their full potentials. Each Proposal submitted should emphasize the scope of services your firm has delivered, so that the RJSCB can determine that its needs will be met in an economical, efficient and professional manner.

The purpose of this RFP is to help the RJSCB and the Program Manager select an appropriate Professional Consultant "team" to update the existing Phase 2 Strategic Plan, and culminating in a Phase 3 Strategic Plan that will be used to make recommendations on the District facilities selected by the Superintendent and/or said designee for modernization in Phase 3. Specific experience with District-wide planning for public schools in New York, shall be highlighted in your proposal.

The successful Consultant will be required to provide fully integrated educational planning and program requirements in a Strategic Plan including, but not limited to: analysis of the long range enrollment and demographic projections that would look at future cohort populations and the ethnicity of those students; a condition assessment of all school buildings being considered for Phase 3; providing estimating and scheduling services for proposed 'Test Fit' concepts; maintain environmental compliance as outlined under the New York State Environmental Quality Review Act (SEQRA); devising financial and diversity planning in alignment with the unique parameters of the proposed Phase 3 legislation related to the Strategic Planning expertise and other services required to complete the consistent documentation for all existing and new schools envisioned for the RMSP Phase 3.

It is anticipated that the Selected Consultant(s) will provide all Strategic planning type services strictly under the direction of the Program Manager and coordinate work with the District and the City, including meetings as often as necessary. All services will be provided in accordance with the governing laws of the State of New York, the NYSED (SED), the City, the RJSCB, and the RCSD. The services to be provided will include compliance with all deliverable submissions due dates/milestones, coordination with the RJSCB/RCSD internal departments and outside consultants, as well as successful administration of work under the direction of the RSMP Program Manager – Savin Engineers, P.C. (the "Program Manager").

Although it is the intent of the RJSCB to award these services to one firm, the RJSCB reserves the right to issue contracts to multiple consultants that may possess full and comprehensive professional services, as well as firms specializing in a specific area, if so desired.

Note: Strategic Project Planner and Architect are used interchangeably in this document. Both refer to the design professional's team responsible for delivering the approved RSMP Phase 3 Strategic Plan.

DISTRICT INFORMATION:

The RCSD serves approximately 28,000 students in P-K through grade 12, and the District employs approximately 6,000 full-time employees. The total building portfolio of the District consists of (52) school buildings with approximately 3.7 million gross square-feet, on campus sites that total approximately 190 acres.

PROCUREMENT PROTOCOL:

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

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

Interim Procurement Officer:

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

RJSCB INFORMATION:

The RJSCB oversees the RSMP, which is a multi-phase joint initiative of the RCSD and the City to reconstruct school facilities in a coordinated and consistent manner. The full realization of the comprehensive Program is estimated at approximately \$1.2 to \$1.7 billion spanning multiple 'phases' over nearly 2 decades.

The proposed Phase 3 of the RSMP will most likely be a \$560 million initiative that could fund up to 15 projects along with a District-Wide Technology Project involving network and systems upgrades and infrastructure work. All Phases of the Program are governed by the RJSCB, which is charged with implementing the comprehensive Strategic Plan as approved by the Rochester City School District.

EVALUATION/SELECTION CRITERIA:

The completeness and clarity of each prospective Consultant's Proposal in demonstrating recent and relevant expertise in the specific criteria will be essential determinants in the ranking and ultimate selection. In that regard, a summary matrix chart to the extent practical should be given priority over lengthy or non-specific narratives in the form of 'canned-off-the-shelf' marketing materials. The ability to be responsive to each of the Criteria below will generate a higher ranking to the following aspects of the RSMP selection process:

- 1. The proposed Consultant Team's track record, wherein the 'Prime' has at least two (2) prior experiences with School District-Wide Capital Programs that culminated in a Strategic Plan successfully implemented for 8-10 School Projects approved as an integrated, phased Program of major reconstruction, addition, or replacement School Projects. The track record summary matrix shall indicate in a consistent manner:
 - a. School District (name, address, superintendent at the time, and telephone number)
 - b. Approved Total Program Budget (either special legislation, or a single local voter referendum approval)
 - c. Approved Projects by Type (High School, Middle, Elementary)
 - d. Program and/or Construction Manager (i.e., responsible contact info for scope, budgets, & schedule compliance)
 - e. Approved Construction Budget by Project, and Actual Construction Cost
 - f. Program Start and Completion Milestone dates by Project
 - g. District Operations, and/or Facilities Director (i.e., authorized day-to-day 'user' contact including telephone and email address)

NOTE:

- A higher consideration ranking will be given to RCSD (Phase 1 or 2), Buffalo, Albany, Utica, other non-New York City, or out-of-state PK/12 urban school districts over the past ten (10) years.
- All submitted Proposals are to be specific regarding any District-Wide Capital Program that was not approved, or fully implemented and why (e.g., still underway, cost over-runs, change in District leadership chose to abandon, etc.)
- An emerging A/E Firm with experiences as the 'Associate Consultant' having a meaningful responsibility supporting a Prime Consultant (as described above) for at least three (3) District-Wide Capital Programs may also seek consideration as a qualified Prime Consultant by submitting a Proposal. The specific number and types of schools must be identified, with at least five (5) School Projects minimum included in each Capital Program comprising that emerging A/E firm's track record.
- 2. Similarly, identify the relevant working experience and prior relationships with the proposed sub-consultants comprising the Consultant Team. The ability to clearly identify and link each prospective Architectural and Engineering firm's relevant experience, with the key staff being proposed is a critical aspect of the evaluation/selection process. The 1.1 Working Summary Matrix (Section 4) must be completed based upon the A/E Prime Firm's most relevant project experience (two Capital Programs at a minimum), key staff (Principal-in-Charge; Project Planner, Programmer & Designer; Project Manager, Project Engineer (M/E/P); and others as appropriate); and the role responsibilities of respective sub-consultant. The responsibility for and demonstrated consistency of the Consultant Team's ability to provide probable cost budgeting (see criteria 1.e, above) will be a critical selection factor (see Criteria 8, 9, and 10). In the event any consultant has not previously worked with the A/E Prime or the experience identified is not the most relevant/recent by Prime, then use the 1.2 Supplementary Summary Matrix sheet (Attachment 7) to document that sub-consultant's relevant experience (i.e., other District-Wide Programs, of if necessary completed School Projects) and key staff (e.g., Project Engineer, Landscape/Civil, etc.)
- 3. Demonstrated performance in meeting the Business Diversity and Workforce Goals, whether in Phase 1 or 2 of the RSMP, or on other projects in New York State (or other States), will be a significant consideration in determining suitability of prospective A/E Teams. Failure to adhere to RSMP protocols will be considered a non-responsive Proposal:
 - a. The prospective Prime Consultant shall provide in its Proposal a copy of that firm's current EEO Plan, and specific diversity outreach procedures such as recruiting, paid internships, scholarships and the comparative results summarized for each of the past six (6) years (e.g. number of recruiting visits and where, number of interns, new employees total by race, gender, and nationality if a US Person).
 - b. The prospective Prime Consultant shall provide a breakdown of its current overall technical staff diversity by job title, or classification and the diversity of the specific team members proposed in response to this RFP located in the office that will be the base of operation. The proposed sub-consultants shall provide a similar proposed staff diversity breakdown.
 - c. Refer to the Equal Employment Opportunity and Diversity Program overview provided in Attachment D of Section 3, Sample Professional Services Agreement, for explanation of the required RSMP protocol with the Independent Compliance Officer (ICO).
- 4. Experience on previous New York State Education Department (SED) school projects comparable to RCSD in scope, budget, size and schedule.
 - **NOTE**: Prime Consultant shall coordinate response with Criteria 2 (above) regarding any emerging subconsultant being proposed.
- 5. The resumes of specific team members expected to be assigned to the Strategic Planning along with their professional profile, experience and qualifications, as well as resumes for key staff intended to be assigned for a majority of their time for the duration of any task or deliverable required from the Consultant Team to complete its work.

- 6. PK-12 Client references (letters preferred) on behalf of the Prime Consultant, as well as for its senior-most project key staff team members. At least three (3) recommendations for the Prime are required, and one (1) for each consultant.
- 7. Location of business operations in the greater Rochester area is preferred. If otherwise, provide a brief Work Plan overview regarding how responsiveness, attendance at scheduled as well as 'short notice' meetings, stakeholder updates, etc., will be addressed as a Basic Service, versus reimbursable travel expense.
- 8. The Consultant Team's expertise with Demographic Enrollment Projections. Specifically, the selected Prime Consultant will be required to identify and retain a certified Demographer with recent accepted experience (by SED, or for projects in another state) using the 'live birth' traditional enrollment model over 5,7, and 10-year milestones as the status quo baseline. The Demographer will generate for comparison a 'success model' reflecting the RCSD's goal for high school graduation rate as the preferred enrollment projections. Further the selected Prime Consultant will be required to have the real-time capacity, based upon a computer data base specific to the RCSD, to enable adjustments to enrollment projections as necessary to achieve the required consensus between RCSD and SED as the final approval authority.
- 9. Demonstrated expertise in School Space Programming that can optimize RCSD's current District Standards with recognized best practices (e.g., benchmarks implemented by the Consultant(s), and/or other published prototypes across the nation) culminating in a Core Model Program embodying the RCSD's preferred grade structures for up to six (6) School Types that optimize enrollment capacities and flexibility. The School Types may include Elementary (PK-6), Elementary-Middle (PK-8), Middle, Middle-High Schools, High Schools, and Specialty (CTE, College-Prep, Early College, Arts, etc.)
 - The Consultant's Proposal shall include as representative exhibits at least a typical Elementary and High School Space Program. The RCSD's preferred Core Model Programs are expected to exceed the SED Minimum Guidelines, and/or eligibility criteria for Building Aid Reimbursements. Accordingly, detailed submission(s) with justifications, presentations, and resolution meetings will be required to achieve the required final consensus between RCSD and SED.
- 10. Recent experience showing ability to optimize the SED Maximum Cost Allowance (MCA) via a 'Test-Fit' Concept process that will require multiple iterations, along with respective probable budget estimates by school type, to reach the final consensus between RCSD and SED. Each Consultant Team's proposal shall include, as a separate document, a hard and digital copy of at least one completed, approved and implemented District-Wide Capital Program comprehensive report as a representative deliverable of its most relevant/recent work experience as a sample final deliverable.
- 11. Ability to work with formal and informal community groups including building committees, user groups, the public at large (e.g., town and Board meetings), as well other interested and concerned stakeholders will be confirmed with the references provided by the Prime Consultant and sub-consultant(s).
- 12. Overall, quality and responsiveness of services performed previously by the A/E firm in the greater Rochester area or other cities per the above criteria. Please specify those most exemplary project(s) including a brief profile description, exhibits and the name of a knowledgeable Owner contact with whom the Proposal's qualifications, experience, etc., can be validated if there are further questions

SCOPE OF SERVICES Base Scope Overview:

Each prospective Consultant Team should refer to Section 3, Attachment A, Scope of Services, for further detailed stipulations. Based on the RCSD needs, priorities, and other District-wide instructional initiatives, the Phase 3 Strategic Plan will augment the existing Phase 2 Strategic Plan by reviewing all remaining District facilities (i.e. approximately 30-Schools) and identify all meaningful deficiencies in existing school sites and buildings, including accessibility, program and service areas, utility systems and infrastructure, along with health and safety conditions.

The Consultant selected for this RFP is expected to identify and evaluate costs and benefits of a broad array of options to meet current and projected facility needs, prepare Core Model Program educational specifications to be used by administrators, committees, planners, project architects, and 'users' to guide the design of modernization and new construction, based on the District's goals, objectives, policies, and community input that reinforce the RCSD educational initiatives. The Core Model Program shall link the qualitative and quantitative design of District facilities to the achievement of the District's educational goals. The selected A/E firm shall coordinate all education planning efforts with District staff, school principals, instructional bargaining unit leadership, and community group representatives if applicable, to 'Draft' the Core Model Program. The Program shall use as a baseline the most recent NYSED (SED) Manual of Planning Standards. However, depending upon RCSD input to achieve specific instructional, and/or equity objectives District-wide, the Draft Core Model Program may exceed the minimum SED Standards. In all such instances, the Selected Consultant shall meet and achieve consensus on the Core Model Program with the SED Office of Facilities Planning before any 'Test Fit' concept work is initiated for any proposed Phase 3 school project.

The Consultant selected shall develop a facilities improvement Preliminary Project list of those schools targeted for Phase 3 to utilize Capital Bond funds and other sources of funding. The firm shall take into account a Preliminary Project list prioritized by the School District and re-prioritize the order of the list as often as necessary based on input from Stakeholders and the Program Manager as the final consensus. There shall be a direct link between the identified Project list and the budgets to assure presentation of these items together in a coherent manner.

The firm shall define policies for long range facilities management and define a strategy that addresses needs for short and long-term facility improvements and for capital investments to support the current and future educational programs including construction of new facilities, future joint use City and community partnerships. Define implementation steps necessary to fulfill the needs identified, coordinating the identified scope of work with funding resources and creating a year-by-year Phase 3 master schedule for the proposed and final approved work to be done District-wide.

An important component of the Phase 3 Strategic Plan will be community engagement including District staff, teachers, parents, community group representatives and residents which as a body is generally referred to as the Building Advisory Committee (i.e. BAC) for each proposed School Project. The BAC shall provide critical feedback in identification of issues and scope needs, along with the evaluation of options, proposals and priorities. The firm shall facilitate the overall process to engage key stakeholders, and then develop a meeting schedule and coordinate with the relevant agencies to confirm meeting times and agendas. The successful firm shall develop a community involvement process to engage various types of stakeholders to update facility needs, and develop school-specific Test Fit concept(s) as necessary to satisfy the approved Core Model Program, including types of meetings, surveys or other outreach efforts, timing, purpose and general format. Each City quadrant will engage in this planning process in 'town meetings' to assure timely feedback on the scope of repairs, modernization, upgrades, and/or new construction needed to serve the current and future school facilities to support the implementation of the District's educational vision, mission and needs of the community.

All parties recognize the planning 'process' is dynamic, and the exact number of meetings, work sessions, and 'town' meetings will vary relative to the successful experiences of the Prime Consultant, expertise of key staff, communication and presentation skills of the Selected Consultant team. Each Proposal must clearly identify the anticipated progress submissions (at least monthly for the interim approvals), draft deliverable(s) milestones (i.e., there may be concurrent multiple tracks in the interest of elapsed time), and each final deliverable milestone. Accordingly, the total number of meetings and associated maximum staff hours shall be stipulated as a Basic Service, and graphically summarized in a Work Plan Master Schedule.

Inventory Existing Facilities:

The Selected Consultant shall assemble from RCSD digital CAD files, a digital database of all existing School District properties. A file folder will be created for the Phase 1 Schools (12), the Phase 2 schools (13), and each prospective Phase 3 School in the database. Drawing text shall be placed on a separate CAD layer including street names, land/site area, site plan/improvements, topography, room name/number, confirmation of room square footage, specialized facilities sq. ft, and total building gross square footage. The database shall include location maps showing adjacent areas (2-block minimum) for all sites.

The RCSD record copy of the SED required Building Conditions Survey (BCS) will be incorporated into the respective database file folder by school. The Selected Consultant will conduct a 'walk thru' visual survey of each prospective Phase 3 School and site, including photographs of any significant discrepancy compared to the record site and building plans/elevations, as well as site improvements. Databases will include fields for noting any facility deficiencies, maintenance or management plans, and other documents. The existing survey process should include cost-benefit observations of options to modernize or replace existing facilities which are considered beyond the useful life. The Consultant shall obtain written feedback or 'sign-off' by the RCSD Facilities Director on all existing assessments to achieve a consensus prioritization of scope needs.

All school sites and facilities should be assessed and any safety, security, noise or pollution hazards identified. Possible measures to reduce hazards should be identified including both facility improvements and management approaches. The fire alarm systems, security systems, primary service adequacy and condition of electric, water, sewer and drainage at each District site should be documented to identify general condition, remaining useful life, deferred maintenance, and potential for energy conservation or improved cost efficiency for each school.

All information on existing facilities, their condition and identified deficiencies shall be used to update the existing Program-wide Rochester Facilities Modernization Plan (RFMP) baseline.

The Selected Consultant shall execute/implement policy direction from the City School District Superintendent and Board of Education. More specifically, the firm shall document and summarize the key goals for the Phase 3 Strategic Plan, and develop a set of guiding principles as a framework for the Phase 3. Among key goals for the Phase 3 Strategic Plan are the following:

- Modernize and improve all building infrastructure to provide a learning environment that offers opportunities for 21st century learning, while conserving energy usages.
- Develop of Core Model Program Educational Specifications that align to the District's instructional initiatives, grade structure, class-size, etc.
- Link District educational objectives & initiatives to facility's needs via building-by-building Test Fit concepts
- Retain a certified Demographer to provide the NYSED required PK/12 enrollment projections including the
 conventional 'live birth' methodology, as well as a 'success model' reflecting the RCSD desired high school
 graduation rate goal
- Project future facility needs based on demographic forecasts comparing conventional versus 'success model'
- Identify & evaluate costs and benefits of a broad array of facility options. This should include prioritization of projects, re-purposing current facilities and relocation (if needed) for swing space during construction
- A 'focused' plan to increase parental and community awareness, outreach, and engagement.

'Test Fit' Concepts:

The Selected Consultant shall review the existing Phase 2 Strategic Plan document to determine additional or new facility needs to achieve the RCSD's Phase 3 initiatives. Consider current trends in public school curricula, STEM/STEAM/Maker Space as well as CTE facilities, state and federal requirements, new teaching technologies and other curriculum influences requiring specialized or additional facilities the Phase 3 Strategic Plan will address.

Assess needs for upgrades to facilities or for new facilities to incorporate new technologies, especially in sciences, language, arts and other evolving fields where project-based and/or student team learning is appropriate. Major District curriculum objectives include efforts to assure that all students have access to math, science as well as other core disciplines to meet the requirements for career readiness, admission to community and/or 4-year colleges and universities as a real-choice for each student.

The Selected Consultant shall indicate areas where appropriate space types for each RCSD approved curriculum may be required, and provide solutions to any space deficiency and/or re-alignment via 'Test Fit' concept alternatives until consensus is reached between RCSD and SED. The firm should examine other trends and possible changes in curriculum which might affect facility needs, such as Small Learning Communities, NYSED Common Core Standards, Active Learning Space at each appropriate Phase 3 school consistent with the RCSD priorities and equity.

The Selected Consultant shall carefully and comprehensively examine all elementary school sites to make sure that the facilities are configured appropriately, as well as provided with the instructional and support spaces necessary to assure each student has as near equal opportunity as practical for learning from one School to another. For example, classroom sizes must also be aligned as there are some existing facilities that do not accommodate the optimal class size for the age, grade and specific curriculum needs. A range of options from the existing status quo, to 'right sizing', to possibly a more cost-effective combination that achieves optimal classroom size while maximizing State building aid must be provided. Accordingly, on a School-by-School basis, the consultant and RCSD will identify a representative Elementary grade PK/6, and Secondary grade 7/12 School to illustrate the strategic implications of the 'Test Fit' comparison of the scope and cost benefits:

- A major reconstruction and new addition are required to 'reasonably' achieve all of the Core Model Program
 aspects
- A complete replacement School that 'fully' achieves all of the Core Model Program on the existing site
- For the same replacement School, the required site expansion/acquisition of property necessary to also reasonably satisfy the NYSED minimum site area standards
- The respective probable construction cost estimate, and MCA calculation for the reconstruction/addition option
- The respective probable construction cost estimate, and MCA calculation for the replacement School without
 any site acquisition (i.e. appraisals, property acquisition, relocation, demolition/abatement, etc., entail
 additional costs that would be addressed via Additional Services should the land acquisition option be selected
 as viable by RJSCB in consultation with RCSD, the City, and NYSED)

Neighborhood elementary schools are now acting as community centers at various locations, reinforcing a greater sense of community. The viability of this concept depends upon an adequate level of operational funding, close coordination with City programs, and other community service organizations. Existing programs which have reinforced the role of Schools as community centers include City after school programs, which will be identified amongst the prospective Phase 3 Schools. Given the limited availability and high cost of land and facilities, the majority of recommendations are likely to focus on renovation or addition to existing facilities to better meet current and future District needs. These recommendations may include measures to make facilities more multipurpose or adaptable from one use to another via a 'time share' model. Those respective Test Fit concepts shall clearly identify the probable cost(s) associated with any community or shared use aspects.

Each Consultant's proposal should clearly incorporate 'lessons learned' from previous district-wide capital program efforts for undertaking phased/multi-school building programs, as well as generating public stakeholder support. Some specific lessons to incorporate into future efforts include updating of design standards for school facilities. The Strategic Plan must incorporate those lessons, and propose specific approaches to some of the perennial challenges including:

- Program Verification (i.e., the transition from the planning, to the Architect-of-Record)
- Cost Containment (i.e., see below regarding prioritization, and method/back-up of probable costing for the Phase 3 Strategic Plan)
- Community Involvement, and public dissemination of information

- Building/User Input Coordination
- Ongoing Facilities Planning (i.e., thought leadership, emerging best practices)
- Facility Design Standards and Benchmarking

The Phase 3 Strategic Plan will identify and propose "Best Practices" for integrating additions, or new construction into densely developed urban areas already heavily developed, and further complicated by existing School sites that are 'undersized'. Included in these practices might be parking and traffic mitigation measures, landscaping and streetscaping, as well as other coordinated physical improvements to offset impacts on surrounding neighborhoods and the school environment.

Estimates for Financial Plan:

The Selected Consultant will document the specific projects selected and approved by RCSD, and provide final probable cost estimates for those projects. The estimates shall provide a Construction (hard and soft cost including typical FF&E) and Total Project Budget consistent with the MCA format. The Construction Cost Budget is the total cost of all elements of a project to be designed or specified by the A/E Design Team, as adjusted at the end of each design phase in accordance with the Agreement. The Total Project Budget is the total amount for the construction aspects, plus all other costs, including, design, construction, consultant fees, administration, financing, and all other customary costs. The RSMP Program Manager will assist with the budgeting for special costs, and unique expenses; (e.g. Strategic Planning, property acquisitions, SEQRA, District Wide Technology, financing/capitalized interest, etc.).

The budgets shall be prepared with the following parameters: All costs are to be based on current prices, with escalation rate and duration clearly identified as a separate line item in consultation with the RJSCB Program Manager. Contingencies for design, bidding and construction are to be included as individual line items, with the percentage and base of calculation clearly identified. Because the measures are intended to fund long term planning and facility improvement projects, the measures may need to combine clearly defined projects and categories of funding or types of projects including future planning, design and environmental review. The projects as well as cost estimates should be broken down by major reconstruction, additions, new construction, and site work.

Draft & Final Submission Approvals:

An essential task at the culmination of the proposed Phase 3 legislation is confirmation of the Board of Education direction and public input on the final comprehensive list of projects to be included in the Draft and Final Phase 3 Strategic Plan. The final stage of services under this RFP includes all preparations and presentations required by a total of five (5) entities: the RCSD; Board of Education of the RCSD; the City of Rochester; RJSCB; and the NY State Department of Education. For purposes of the Basic Services under this RFP, the Selected Consultant shall budget as specific line-item costs (4-total) the following for the Final Approval Stage:

- The Consultant will attend a Draft Report submission meeting with each approving entity
- The Consultant will make minor revisions as may be requested to transform the Draft into the Final Submission
- The Consultant will make a Final Report Presentation to each approving entity
- The Consultant will attend a Final Approval meeting (i.e., actual vote) with each approving entity

The RJSCB reserves the right in the interest of the Program to combine, and/or take a credit for any one (or more) meeting or presentation sub-component within the above listed Final Approval Stage's four (4) line item costs. This action would off-set any meeting/presentation felt unnecessary, or moderate unforeseen revisions requested from the Selected Consultant as determined at the discretion of RJSCB.

SCHEDULE MILESTONES:

The intent of the RJSCB is for the Selected Consultant to complete all of the required work within a year of Contract execution, subject to the Final Approvals of the Phase 3 Strategic Plan by RCSD <u>and SED</u>. The "interim milestones," progress/draft deliverables, and Final Phase 3 Strategic Plan will be mutually negotiated between the Selected Consultant and the Program Manager.

INSURANCE REQUIREMENTS:

Refer to the Sample Strategic Planning Support Services Agreement, Attachment A, for Insurance Requirements including Indemnification and Hold Harmless provisions. <u>Proposers to the RFP shall understand the insurance requirements and state whether they can and will meet them if awarded a contract.</u>

PROPOSAL SUBMITTAL PROTOCOL:

All requested Proposal information must be submitted in sixteen (16) hard copies and one electronic copy (flash drive), and received in the RJSCB office located at 70 Carlson Road, Suite 200, Rochester NY 14610 by the date shown on Page 2 of this RFP, to the attention of Pépin Accilien P.E., RSMP Program Director. All proposals must be clearly marked as proposals on the outside of the package.

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

INTERVIEW PROTOCOL:

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

COMMITMENT EXPECTED:

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

EQUAL EMPLOYMENT OPPORTUNITY AND BUSINESS OPPORTUNITY PROGRAM (BOP):

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

RFP QUESTIONS:

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

Section 2 – Project Information

Reference information from Phase 2 Planning is located on the RSMP website at the following address:

https://www.rcsdk12.org/Page/706

A comprehensive overview of the Phase 2 Plan is shown in the following sections accessed from the website under "Phase 2":

- 1. Strategic Plan Summary (includes preliminary MCA Calculations)
- 2. Financial Plan
- 3. Diversity Plan
- 4. Supplementary Appendix

The Fixed Limit of Construction (FLC) cost is to be determined for each school proposed for renovation in Phase 3. The following guidelines are used in the determination of the FLC:

- 1. The following items of work are budgeted within the FLC:
 - Hazmat Abatement
 - Existing school building gross and / or selected demolition
 - All hard construction costs
 - All site improvements (i.e. on and off-site utilities, sidewalks, parking, play areas/fields traffic upgrades, etc.)
 - Change Order Reserve (assume 10-percent)
 - Work anticipated for "Make Ready" swing space.
- 2. The following items of work are budgeted in other areas of the Owner's project budget and are <u>excluded</u> from the FLC:
 - Demolition of adjacent existing properties (non-RCSD owned)
 - Computer Equipment
 - New Furnishings
 - Financing Cost
 - AE, CM, Legal, and other Professional Services
 - Owner's Administrative Expenses

Section 3 Sample Strategic Planning Services Agreement

This Strategic Planning Consulting Agreement (this "Agreement"), made as of TBD by and between the Rochester Joint Schools Construction Board ("RJSCB" as "Owner"), having its office at 70 Carlson Road, Suite 200, Rochester, NY 14610 (hereinafter the "Board" or "Owner"), and

TBD, having its office and place of business at
Address
Address
(hereinafter the "Consultant").

WHEREAS, pursuant to Chapter 416, Laws of the State of New York 2007, as amended by Chapter 533, Laws of the State of New York 2014, the RJSCB has the authority to implement a facilities modernization program for the Rochester City School District ("RCSD"), known as the Rochester Schools Modernization Program (the "RSMP");

WHEREAS, the RJSCB has retained Savin Engineers, P.C. (hereinafter, the "Program Manager") to act on its behalf to manage Phase 2 of the RSMP;

WHEREAS, for each of Phase 1 and Phase 2 of the RSMP, Owner has approved a comprehensive Facilities Modernization Plan ("FMP" or "Strategic Plan");

WHEREAS, the RJSCB intends to and desires to engage a Consultant to provide Strategic Planning (the "Services") associated with the updating of the Phase 2 Strategic Plan culminating with the development of a new Strategic Plan for an anticipated Phase 3 of the RSMP (the "Project");

WHEREAS, Consultant has represented that it has the necessary professional expertise, qualifications and capability, capacity and all required licenses and/or certifications to provide the Services;

WHEREAS, Owner wishes to engage Consultant on a non-exclusive basis to provide the Services and Consultant wishes to provide the Services to Owner, and the parties hereto agree as follows:

1. The Services. Consultant shall perform the Services consistent with the Phase 3 Strategic Planning RFP and described in Attachment A in accordance with the terms and conditions of this Agreement. The performance of all Services shall be to the reasonable satisfaction of Owner and will commence upon the effective date of this Agreement. The Services shall be completed in accordance with the schedule attached hereto as Attachment B. Time is of the essence and failure of Consultant to perform Services on time as specified in this Agreement is a material breach of this Agreement.

2. Definitions

- 2.1 Applicable Laws shall mean all laws, ordinances, codes, statutes, rules, regulations, orders, rulings, decisions and permits of local, County, State, Federal government bodies, agencies, authorities and courts having jurisdiction, including but not limited to the regulations and requirements of the Occupational Safety and Health Administration, and all provisions of any Federal, State, County, or municipal health, safety and building codes and environmental laws and regulations applicable to the performance of the Services and the Work.
- 2.2 Architect, "A/E," or Selected Consultant shall mean the design professionals with the demonstrated expertise to prepare a comprehensive and integrated Strategic Plan (see Definition).
- 2.3 *Basic Compensation* shall mean payment to the Architect associated with providing Basic Services under this Agreement.
- 2.4 Basic Services shall mean all of the planning, architectural, engineering, demographic, estimating/budgeting and scheduling services as defined under the terms of this Agreement.
- 2.5 *Board* shall mean the party first identified above and includes its officers, employees, and agents, where applicable.
- 2.6 Building Advisory Committee ("BAC") shall mean the committee established by the Program Manager and Board to work with the Consultant during the Strategic Planning to assist in identifying and reviewing specific program design requirements.
- 2.7 Construction Cost Estimate shall mean the estimate of construction costs associated with the Strategic Planning services provided under this Agreement including those estimates provided by Architect, A/E's Consultant, Program Manager, or other third party.
- 2.8 *Contract*, sometimes also referred to as this Agreement, shall mean this Contract, including all attachments and exhibits appended hereto and all other documents incorporated by reference herein, as may be amended from time to time.
- 2.9 *Contract Amendments* shall mean any requested changes by the RJSCB to the work and Documents prepared by the Architect that affect the contract value.
- 2.10 *Contract Sum*, when used in this document shall mean the contract cost for construction.

- 2.11 Day shall mean calendar day unless specifically provided otherwise herein.
- 2.12 Educational and Building Technology shall mean data wiring, computers, servers, MCER/ICER rooms, projectors and smart boards, cable TV, cabling distribution, integrated communication systems, building security and energy management systems, electronic door hardware, fire alarm, and similar electronic mediums as outlined in the District Standards Specifications provided to the Selected Consultant.
- 2.13 *Energy Performance Contracting* shall mean those items incorporated in the Strategic Planning that satisfy the State Education Department's energy performance standard for consideration for additional reimbursement.
- 2.14 *Phase 3 Strategic Plan* shall mean the comprehensive document prepared by the Board and submitted to the SED for approval listing the proposed projects to be considered for design and construction as part of the RSMP.
- 2.15 *Program Manager* shall mean the party identified as the agent for the Board and who manages the RSMP and this Contract for Services.
- 2.16 *Project Representative* shall mean the Architect's project representative(s) authorized to carry out the Architect's responsibilities at the site, or otherwise on behalf of the Owner.
- 2.17 *Project Site* shall mean the Rochester City School District.
- 2.18 *Project Team* shall mean the Board, Program Manager, Architect, and Consultants.
- 2.19 RCSD or District shall mean the Rochester City School District.
- 2.20 *SED* shall mean the New York State Education Department.
- 2.21 Services of the Architect (sometimes referred to only as "Services") shall mean all efforts, actions, and activities which are required of the Architect and defined by this Agreement to be provided during the course of the Project.
- 2.22 Strategic Planning shall mean the specific coordination of a major Capital Improvement Plan for school facilities in an integrated manner that optimizes current or identifiable opportunities and resources, rather than the 'wish lists' of traditional master plans where specific funding commitment to implement the building program remains unknown.
- 2. 23 *Substantial Completion* refers to the specific milestone date for completion of planning services as a Draft Report Submission for Owner review.

- 2.24 *Value Management or Value Engineering* refers to the services provided by the Architect and others to control budget and cost on the Project.
- 2.25 *Work* shall mean all Services required by the Contract, including all labor, materials, and equipment necessary therefore.

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

3. Compensation for Consultant's Services.

- a. Consultant shall be compensated for the Services in accordance with <u>Attachment A</u> in the total amount of \$<u>TBD</u>. Consultant shall be responsible for all costs and expenses incurred by Consultant in connection with the Services except for defined Reimbursable Expenses. Payments for the Services are due and payable thirty (30) days from the date Consultant's invoice is approved by the Program Manager and Owner.
- b. Reimbursable expenses are in additional to compensation for the services and include expenses by the Consultant in the interests of the Project, and as identified in Attachment A. Reimbursable Expenses shall not exceed \$TBD without the prior written approval of the Owner.
- b. Owner may institute a withholding from Consultant if Owner or the Program Manager determines, at their sole discretion, that the Consultant is not making satisfactory progress or there is other specific cause for such withholding including but not limited to, non-payment of sub-consultants, which shall be stated in writing by the Board or Program Manager. The Board reserves the right to pay sub-consultants directly if evidence of non-payment arises and deduct any costs associated with the assumption of this responsibility.
- **4.** Additional Services. Additional services are services that are requested in writing by Owner for work that exceeds that detailed in the RFP, or Attachment A. A written proposal describing the proposed scope of Additional Services and listing the personnel, labor duration, rates and cost shall be submitted by Consultant to Owner for written approval before proceeding with any Additional Services. Consultant shall be compensated for Additional Services as mutually agreed upon in writing by Owner and Consultant prior to commencement of such services.

5. Independent Contractor Status

a. Consultant agrees and acknowledges that in performing the Services pursuant to this Agreement, Consultant shall be acting as an independent contractor with respect to Owner, and not as an employee, agent, partner or joint venturer of Owner. Consultant, in its capacity as such, shall be free to accept other assignments and undertake other activities on his own account or for the accounts of third parties, provided such assignments or activities shall not be competitive with or

interfere with the business or schedule of the Owner. Consultant agrees and understands that it shall not be authorized to, nor shall it, enter into any commitments, agreements or undertakings or assume any responsibilities in the name or on behalf of Owner.

- b. Consultant will bear sole responsibility for payment on its own behalf of any federal, state or local income or employment tax or withholding, unemployment insurance, workers' compensation insurance, liability insurance, health insurance, retirement or other welfare or pension benefits, and/or other payments and expenses. Consultant agrees to indemnify and hold Owner harmless in respect of all such payments claimed or assessed by any taxing authority, including reasonable attorneys' fees.
- c. Owner will not control and will have no right to control the manner, means or method by which Consultant performs the Services. However, Owner will have the right to exercise general supervision over the quality, adequacy, and results to be derived from the Services.
- d. If at any time Consultant's status as an independent contractor is challenged, Consultant agrees to give Owner immediate notice thereof and to cooperate fully with Owner in defending such challenge if so requested.

6. Qualifications/Standard of Care.

- a. All of the Services shall be performed by Consultant or under Consultant's supervision. Consultant's services shall be managed by the Program Manager. Consultant represents that it possesses the professional and technical personnel necessary to perform the Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and sub-consultants, if permitted, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services. Consultant shall comply with Owner's guidance and directives, and this Agreement's terms and conditions. All of the Services to be furnished by Consultant under this agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work in the Rochester, New York area under the same or similar circumstances.
- b. All drawings, correspondences, presentations and other documents prepared by Consultant as a part of the Consultant's Services shall comply with all applicable laws, statutes, ordinances, codes, orders, rules and regulations in effect at the time said drawings and other work products are prepared.
- c. Any errors or omissions on the drawings, specifications or other work products furnished by Consultant shall be promptly corrected by Consultant at no cost to Owner. Nothing contained herein shall preclude a claim against Consultant by

Owner for damages arising from errors or omissions in drawings or any other work products furnished by Consultant. Change orders and/or change directives resulting from Consultant's errors or omissions shall not be subject to any additional Consultant's fees. Owner's approval, acceptance, use of or payment for all or any part of Consultant's Services shall not in any way alter Consultant's obligations or Owner's rights hereunder.

d. Estimates of probable construction or Total Project Budget cost prepared by Consultant shall represent Consultant's best judgment as a design professional familiar with the construction industry.

7. Owner's Responsibilities.

- a. Owner's designated representative is the Rochester Joint Schools Construction Board chair or his/her designee, who shall have express authority to bind Owner with respect to all matters requiring Owner's approval or authorization. Owner or such designated representative shall render decisions in a timely manner pertaining to documents submitted by Consultant in order to avoid unreasonable delay in the orderly and sequential progress of Consultant's Services.
- b. Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Board may require. In the event Consultant has knowledge that any of such services or advice rendered in connection therewith is or may be erroneous or is premised upon an incorrect assumption, Consultant shall immediately so advise Owner.
- c. Owner may, at its discretion, furnish the services of other consultants when such services are reasonably required by the scope of the Project.
- d. Owner shall furnish all available information to Consultant to assist it in the performance of its obligations under this Agreement. Owner makes no representation to Consultant concerning the accuracy or completeness of information made available to Consultant from the documents on file with Owner
- e. Owner shall provide Consultant with access to the Project sites as reasonably required by Consultant in the performance of its obligations under this Agreement.
- f. Owner 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 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.

8. Termination.

a. If Consultant fails to perform Consultant's duties to the satisfaction of the Board, or if Consultant fails to fulfill in a timely and professional manner Consultant's material

obligations under this Agreement, or if Consultant violates any of the material terms or provisions of this Agreement, Owner shall have the right to terminate this Agreement effective immediately upon the District giving written notice thereof to Consultant. In the event of termination pursuant to this subparagraph, Consultant may invoice Owner for all Services performed until the notice of termination, but Owner shall have the right to withhold payment and deduct any amounts equal to Owner's costs, losses or damages due to Consultant's actions, errors, or omissions that caused Owner to terminate this Agreement.

- b. Consultant's services hereunder may be terminated at any time by Owner for its own convenience upon seven (7) days' prior written notice to Consultant. Consultant's sole compensation in the event of termination shall be the payments made or due as of the effective date of termination.
- c. Failure of Owner to make payments to the Consultant in accordance with this Agreement shall be considered substantial nonperformance and cause for termination. Notwithstanding the foregoing, Owner's failure to make payments in accordance with this Agreement shall not be considered substantial nonperformance and cause for termination unless and until Owner fails to make payment in accordance with this Agreement on more than three (3) occasions or on two occasions during a continuous period of more than ninety (90) days. No such termination for nonpayment shall be effective unless Consultant provides written notice to Owner of the default and in such writing grants to Owner an additional forty-five (45) days in which to cure said nonpayment.
- d. Other than as provided in this Agreement, Owner's obligations under this Agreement shall be limited to the payment of compensation provided in this Agreement.

 Notwithstanding any other provision of this Agreement, in no event shall Owner be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenues, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

9. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (but only to the extent covered by Consultant's insurance), indemnify and hold harmless Owner, City of Rochester, Rochester City School District, Savin Engineers, P.C., Gilbane Building Company, the County of Monroe Industrial Development Agency, and US Bank National Association and their respective owners, affiliates, subsidiaries, members, partners, trustees, officers, employees, and their successors and assigns as their interests may appear (herein collectively referred to as "Owner Parties"), from and against any and all claims, suits, losses or expenses (including reasonable legal fees and other expenses of litigation in connection with this indemnification and the enforcement thereof) arising from the negligent act, error or omission or violation of law of Consultant or Consultant's employees,

agents, subcontractors, suppliers, workers, invitees, successors or assigns including, without limitation, bodily injury, death, and personal injury or property damage (including loss of use), except and to the extent such claims, suits, losses or expenses result from or are caused by the negligent or willful misconduct of any Owner Parties. Consultant agrees that in the defense of any claims or potential claims for which it is required to defend an Owner Party, it shall obtain approval by such Owner Party, which shall not be unreasonably withheld, of any counsel selected by Consultant or its insurer. This indemnification shall survive the termination or completion of this Agreement.

b. Consultant shall include in each agreement with a subcontractor and/or subconsultant for the Project, a provision substantially similar to subparagraph (a) above, which provides that such subcontractors and/or sub-consultants shall indemnify Consultant and the Owner Parties for all losses, claims, liabilities, injuries, damages and expenses, including attorneys' fees, that Consultant or the Owner Parties may incur arising out of or resulting from such subcontractor's/subconsultant's negligent performance of services, violation of state, federal, or local law, rule or regulation, or negligence or willful misconduct.

10. Insurance.

Consultant shall maintain and cause all its sub-consultants to maintain at its and their expense during the performance of the Services, the following insurance coverage:

- a. Worker's Compensation insurance with statutory limits for all applicable state regulations where the services are performed and Employer's Liability insurance with policy limits of not less than \$500,000 each accident.
- b. Commercial General Liability insurance for any and all claims for damages due to bodily injury (including death), personal injury, or property damage. Such insurance coverage shall:
 - be on an "occurrence form" providing coverage in no case less than or more restrictive than the 12/2007 or later editions of the Insurance Service Office (ISO) form CG 00 01 or its equivalent;
- ii. provide coverage in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
- iii. include at least those coverages generally designated Premises/Operations, Products/Completed Operations for three (3) years after completion of the Project, and contain no limitations and/or exclusions for contractual liability for insured contracts. In particular, the policies or endorsements cannot contain language that excludes coverage to Owner Additional Insureds for claims arising out of bodily injury to Consultant's employee if it occurs in the course of employment (i.e., third party claims);
- iv. Owner Parties shall be named as additional insureds by endorsement. Consultant shall also obtain a waiver of subrogation endorsement from its insurance carriers with respect to Owner Parties; and

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- c. Commercial Automobile Liability Insurance for any and all claims for damages due to bodily injury (including death) or property damages arising from or in any way connected with the ownership, possession, operation, use, maintenance or repair of owned, non-owned or hired motor vehicles. Such insurance shall provide limits of liability in an amount not less than \$1,000,000 combined single limit per accident.
- d. Professional Liability Insurance in an amount no less than \$2,000,000 per claim and \$3,000,000 in the aggregate annually. Consultant and its sub-consultants, if any, shall continue to provide the required coverage for no less than three (3) years after completion of Consultant's services under this Agreement.
- e. Umbrella/Excess Liability coverage (for general aggregate and auto liability) on a follow form basis with minimum limit of \$5.000,000.
- f. Commercial General Liability Insurance maintained by Consultant shall be primary insurance as to Owner Parties. Any insurance or self-insurance maintained by any Owner Party shall be in excess and non-contributory to such insurance.
- g. The following entities shall be endorsed as additional insureds on Consultant's and all its sub-consultant's commercial general liability and automobile liability policies on a primary and non-contributory basis: Owner, City of Rochester, Rochester City School District, Savin Engineers, P.C., Gilbane Building Company, County of Monroe Industrial Development Agency, and U.S. Bank National Association (collectively, "Owner Additional Insureds").
- h. All insurance required hereunder shall be issued by insurance companies authorized to write insurance in New York. Such companies shall have a policyholder "Best's Key Rating Guide" of at least "A-" and a financial size of at least "Class VIII". Certificates of Insurance evidencing all coverages required hereunder and copies of the appropriate additional insured and waiver of right of recovery endorsements shall be furnished by Consultant to Owner upon return of the Agreement or prior to the start of any Services. Certificates of Insurance and copies of the appropriate additional insured and waiver of right of recovery endorsements shall be similarly submitted as required to document continuous coverage during the term of the Agreement.
- i. Consultant's policies shall provide that they may not be canceled, materially changed or allowed to expire until after thirty (30) days prior written notice to Owner. Should Consultant receive notice of cancellation or material change as respects any policy, Consultant shall provide Owner with copies of such notices and replace such policy prior to the cancellation date.
- j. For all policies required herein, except Professional Liability, Consultant shall obtain a waiver of subrogation endorsement in favor of all Owner Additional Insureds.

Pursuant to the waiver of subrogation endorsement, Consultant hereby waives all right of recovery, and agrees not to assign or transfer any right of subrogation to any of its insurance carriers or any other party.

- k. In the event Consultant fails to maintain in full force and effect any of the insurance coverages required herein, Owner shall have the right (but not the obligation) to terminate the Agreement after written notice to Consultant with five (5) days to cure or to remove Consultant from the site until the proper evidence of insurance has been provided.
- l. To the fullest extent permitted by law, Consultant agrees to fully defend, indemnify and hold harmless Owner and the other Owner Additional Insureds from and against any and all claims, losses, expenses, costs, liabilities and damages of any nature whatsoever, including reasonable attorney's fees actually incurred, arising out of and/or relating to any failure of Consultant to obtain, furnish and maintain as required herein insurance complying with the provisions of this Paragraph or any other failure of Consultant to comply with the provisions of this Paragraph.
- m. Anything to the contrary notwithstanding, the liabilities of Consultant or any sub-consultant under the Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage. Neither approval nor failure to disapprove insurance furnished by Consultant shall relieve Consultant or its sub-consultants from responsibility to provide insurance as required by the Agreement.

11. Use of Consultant's Documents.

Owner acknowledges Consultant's work products as instruments of professional service. Nevertheless, all drawings, documents and reports prepared under this Agreement shall become the property of Owner upon completion of the Services and payment in full of all monies due to Consultant. Consultant will provide Owner with reproducible and editable electronic files when requested or as a final submittal under the Contract. Due to Owner's needs for use of these documents in future Program activities, Consultant waives 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 prior written authorization. Owner agrees, to the fullest extent permitted by law, to indemnify and hold 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 Owner, or any person or entity that acquires or obtains the drawings and documents from or through Owner.

12. Diversity Plan.

- a. Consultant agrees to comply with Owner's Diversity Plan and goals as outlined in **Attachment D**, attached to this Agreement, all applicable Federal, State and local civil rights and human rights laws with reference to equal employment opportunities in the provision of services. 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.
 - i. Prior to the execution of this Agreement, Consultant shall submit an Equal Employment Opportunity ("EEO") Policy Statement to Owner's Independent Compliance Officer (the "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 Consultant, as a precondition to entering into a valid and binding Agreement with Owner, shall, during the performance of this Agreement, agree to the following:
 - ii. 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.
 - iii. 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.
 - iv. At the request of Owner, 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 Consultant's obligations herein.
 - v. Prior to the execution of this Agreement and within ten (10) calendar days after receipt of a request therefore, Consultant shall submit to Owner's ICO a staffing plan of Consultant's anticipated work force to be utilized under this Agreement or, where required, information on Consultant's total work force, including apprentices, broken down by specified ethnic background, gender and Federal occupational categories or other appropriate categories specified by Consultant. The form of the staffing plan shall be supplied by the ICO.

- vi. Consultant shall submit to the ICO a work force utilization report, in a form and manner required by Owner, 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 Owner.
- vii. Consultant shall agree to participate in the Business Opportunities Program ("BOP"). The BOP is designed to bring training, education and mentoring to eligible business enterprises 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.

13. 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 **Attachment E**, 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.

14. Other Conditions or Services.

- a. Attendance and representation at the following meetings, hearings and presentations where required to obtain Project approvals and communicate Project design information (collectively, "Meetings") shall be included in Consultant's Basic Services: RJSCB, the Rochester City School District ("RCSD"), the Rochester City Council, the Building Advisory Committee ("BAC"), neighborhood meetings with members of the community in which the Project is located, City Planning Commission hearings; City or County Engineering staff meetings; Preliminary/Site Approval Hearings; Zoning Board of Appeals Hearings; all meetings with the State Education Department or other state agencies including those required for phased design review; all other related meetings as required by Program Manager; Final Site Approval Hearing; and Additional Hearing Follow-up. Meetings beyond those specified above shall constitute and be compensated as Contingent Additional Services. Basic Services includes all regulatory approvals process for the Work. A representative of Consultant shall be present at all BAC meetings, unless otherwise instructed by Program Manager, and shall be responsible for coordinating design input and presentations to the BAC, and preparing the minutes of such meetings. Consultant shall prepare and distribute all agendas and meeting minutes for meetings requiring Consultant's attendance for its services required pursuant to this Agreement.
- b. Consultant shall prepare documents and submissions, to be reviewed by the Program Manager, to all appropriate and necessary oversight entities and make all required

presentations to the BAC, "Town Hall" Meetings, RJSCB, the RCSD Board of Education, the Rochester City Planning Commission, Rochester City Council or other Commissions and Boards of the City of Rochester or the State of New York State necessary to securing funding or other approvals in connection with the Project.

- c. Consultant shall provide all submissions required for approval from governmental authorities or others having jurisdiction over Owner and its projects.
- d. Consultant, where applicable, shall provide services to verify the accuracy of drawings and other information furnished by Owner.
- e. The RCSD Design Standards, herein after referred to as the Standards, are incorporated into this document by reference. The Standards are the requirements of the RCSD in the governance and design of its school renovation and construction projects. The Standards provide the necessary information to the design professionals and shall be referred to for all design decisions that fall within their purview.
- f. No Presumption Against Drafter; Captions and numbers: Both parties acknowledge and agree that this Agreement has been freely negotiated by both parties and that, in any dispute over the meaning, interpretation, validity or enforceability of this Agreement or any of its terms or conditions there shall be no presumption whatsoever against either party by virtue of that party having drafted this Agreement or any portion thereof.
- g. The captions and numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any paragraph, nor in any way affect this Agreement. All words used in this Agreement, regardless of the number or gender in which they are used, will be construed to include any other number or gender, as the context or sense may require.
- h. If any provision or subparagraph of this Agreement shall to any extent be held void, unenforceable or invalid, then the remainder of this Agreement or the application of such provision to the persons or circumstances other than those as to which it is held void, unenforceable or invalid shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

15. Representations of Consultant.

Consultant hereby represents and warrants to Owner the following:

- a. that Consultant is able to furnish all of the plans, tools, materials, supplies, equipment, key personnel and labor required to complete the Services required hereunder and perform all of its obligations hereunder, and has sufficient experience and competence to do so;
- b. that Consultant is authorized to do business in New York and properly licensed, or certified, by all necessary governmental and public and quasi-public authorities having jurisdiction over it and the services required hereunder and the Project itself;

- c. that Consultant's execution of this Agreement and its performance thereof is within its duly authorized powers; and
- d. that Consultant's duly authorized representative has visited or will visit the Project sites and generally familiarized himself with the local conditions under which the Services required hereunder are to be performed and correlated to his observations with the requirements of this Agreement. Consultant agrees said representations and warranties in this

paragraph 14 shall survive the execution and delivery of this Agreement.

16. Governing Law and Venue.

- a. This Agreement is made in the State of New York and shall be governed by the internal substantive laws of that State, without reference to conflict of laws provisions. The method of binding dispute resolution shall be litigation. The venue of any litigation between the parties regarding the Agreement or the Services shall be exclusively in the Supreme Court of the State of New York, Monroe County. Pending resolution of any dispute or final judicial action, Consultant agrees to diligently continue full and timely performance of all obligations under this Agreement.
- b. No action or proceeding shall lie or be maintained by Consultant, or anyone claiming under or through Consultant against Owner, or any of its members, 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 Owner, or its members, officers, 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 Owner's final acceptance of the Services on the Project or termination of this Agreement, whichever shall first occur.

17. Mediation at Owner's Option.

All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through non-binding mediation, through the American Arbitration Association, as the first method of resolution at the option of Owner in its sole discretion. The submission by Owner to mediation is neither mandatory nor is the result thereof binding upon either party; however, should Owner submit the matter to mediation, Consultant shall be bound to proceed with the mediation process. Any such mediation shall be completed within thirty (30) days of submission and each of the parties shall cooperate in the process. Both parties may agree to extend the process depending upon the issues involved and the complexity of the matters therein. Each of the parties shall bear its respective costs incurred in connection with the mediation except that the parties shall share equally in any fees or expenses of the mediator. If this method proves unsuccessful, then all claims, disputes or controversies as stated above shall be decided through litigation.

18. Personal Services.

Due to the personal nature of the Services, and to the reliance by Owner on Consultant's experience and expertise to perform the Services in a professional manner, Consultant shall not assign or transfer any of its duties or obligations hereunder, and any attempt to do so shall be null and void and shall constitute a breach by Consultant of its obligations hereunder.

19. Notices.

Unless otherwise provided, any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given upon personal delivery or delivery by courier to the party to be notified; or five days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to the notified at the address indicated for such party first set forth above, or at such other address as such party may designate by advance written notice to the other party.

20. Amendment; Waiver.

No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the party having the obligation. No delay or omission by Owner to exercise any right or remedy accruing to it under this Agreement or existing at law or in equity or by statute or otherwise shall be construed as a waiver of any of the provisions of this Agreement or of any such right or remedy or be construed to be a waiver of or acquiescence in the act or acts or omission or omissions to act giving rise to the accrual of such right or remedy, upon the occurrence of any subsequent event of the same or of a different nature.

21. Complete Agreement.

The parties acknowledge that this Agreement constitutes the complete agreement between them and that no oral modification of this Agreement is permissible.

22. Counterparts.

This Agreement may be executed in several counterparts, all of which taken together, shall constitute one single agreement between the parties hereto. Signatures hereto may be evidenced by facsimile or electronic transmission, the same of which shall be treated as originals.

23. Merger.

All previous orders, proposals, letters, oral or written promises, and understandings relating to the subject matter of this Agreement are hereby declared to be null and void. This Agreement is complete and shall not be interpreted by any reference to any previous letter, proposal, document or understanding, written or oral, or other document or Agreement, except as specifically provided in this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

ROCHESTER JOINT SCHOOLS CONSTRUCTION BOARD

By:	Witness:
Print Name:	Print Name:
Print Title:	Date:
Date:	
CONSULTANT:	
By:	Witness:
Print Name:	Print Name:
Print Title:	Date:
Date:	
Approved as to form:	
Attorney for Rochester Joint Schools Construction Board	
Edward Hourihan Jr., Esq., General Counsel	

SAMPLE AGREEMENT ATTACHMENT A SCOPE OF SERVICES

Based on the RCSD needs, priorities, and other District-wide instructional initiatives, the Phase 3 Strategic Plan will augment the existing Phase 2 Strategic Plan by reviewing all remaining District facilities (i.e. approximately 30-Schools) and identify all meaningful deficiencies in existing school sites and buildings, including accessibility, program and service areas, utility systems and infrastructure, along with health and safety conditions.

The Consultant selected for this RFP is expected to identify and evaluate costs and benefits of a broad array of options to meet current and projected facility needs, prepare Core Model Program educational specifications to be used by administrators, committees, planners, project architects, and 'users' to guide the design of modernization and new construction, based on the District's goals, objectives, policies, and community input that reinforce the RCSD educational initiatives. The Core Model Program shall link the qualitative and quantitative design of District facilities to the achievement of the District's educational goals. The selected A/E firm shall coordinate all education planning efforts with District staff, school principals, instructional bargaining unit leadership, and community group representatives if applicable, to 'Draft' the Core Model Program. The Program shall use as a baseline the most recent NYSED (SED) Manual of Planning Standards. However, depending upon RCSD input to achieve specific instructional, and/or equity objectives District-wide, the Draft Core Model Program may exceed the minimum SED Standards. In all such instances, the Selected Consultant shall meet and achieve consensus on the Core Model Program with the SED Office of Facilities Planning before any 'Test Fit' concept work is initiated for any proposed Phase 3 school project.

The Consultant selected shall develop a facilities improvement Preliminary Project list of those schools targeted for Phase 3 to utilize Capital Bond funds and other sources of funding. The firm shall take into account a Preliminary Project list prioritized by the School District and re-prioritize the order of the list as often as necessary based on input from Stakeholders and the Program Manager as the final consensus. There shall be a direct link between the identified Project list and the budgets to assure presentation of these items together in a coherent manner.

The firm shall define policies for long range facilities management and define a strategy that addresses needs for short and long-term facility improvements and for capital investments to support the current and future educational programs including construction of new facilities, future joint use City and community partnerships. Define implementation steps necessary to fulfill the needs identified, coordinating the identified scope of work with funding resources and creating a year-by-year Phase 3 master schedule for the proposed and final approved work to be done District-wide.

An important component of the Phase 3 Strategic Plan will be community engagement including District staff, teachers, parents, community group representatives and residents which as a body is generally referred to as the Building Advisory Committee (i.e. BAC) for each proposed School Project. The BAC shall provide critical feedback in identification of issues and scope needs, along with the evaluation of options, proposals and priorities. The firm shall facilitate the overall process to engage key stakeholders, and then develop a meeting schedule and coordinate with the relevant agencies to confirm meeting times and agendas. The successful firm shall develop a community involvement process to engage various types of stakeholders to update facility needs, and develop school-specific Test Fit concept(s) as necessary to satisfy the approved Core Model Program, including types of meetings, surveys or other outreach efforts, timing, purpose and general format. Each City quadrant will engage in this planning process in 'town meetings' to assure timely feedback on the scope of repairs, modernization, upgrades, and/or new construction needed to serve the current and future school facilities to support the implementation of the District's educational vision, mission and needs of the community.

All parties recognize the planning 'process' is dynamic, and the exact number of meetings, work sessions, and 'town' meetings will vary relative to the successful experiences of the Prime Consultant, expertise of key staff, communication and presentation skills of the Selected Consultant team. Each Proposal must clearly identify the anticipated progress submissions (at least monthly for the interim approvals), draft deliverable(s) milestones (i.e., there may be concurrent multiple tracks in the interest of elapsed time), and each final deliverable milestone. Accordingly, the total number of meetings and associated maximum staff hours shall be stipulated as a Basic Service, and graphically summarized in a Work Plan Master Schedule.

Inventory Existing Facilities:

The Selected Consultant shall assemble from RCSD digital CAD files, a digital database of all existing School District properties. A file folder will be created for the Phase 1 Schools (12), the Phase 2 schools (13), and each prospective Phase 3 School in the database. Drawing text shall be placed on a separate CAD layer including street names, land/site area, site plan/improvements, topography, room name/number, confirmation of room square footage, specialized facilities sq. ft, and total building gross square footage. The database shall include location maps showing adjacent areas (2-block minimum) for all sites.

The RCSD record copy of the SED required Building Conditions Survey (BCS) will be incorporated into the respective database file folder by school. The Selected Consultant will conduct a 'walk thru' visual survey of each prospective Phase 3 School and site, including photographs of any significant discrepancy compared to the record site and building plans/elevations, as well as site improvements. Databases will include fields for noting any facility deficiencies, maintenance or management plans, and other documents. The existing survey process should include cost-benefit observations of options to modernize or replace existing facilities which are considered beyond the useful life. The Consultant shall obtain written feedback or 'sign-off' by the RCSD Facilities Director on all existing assessments to achieve a consensus prioritization of scope needs.

All school sites and facilities should be assessed and any safety, security, noise or pollution hazards identified. Possible measures to reduce hazards should be identified including both facility improvements and management approaches. The fire alarm systems, security systems, primary service adequacy and condition of electric, water, sewer and drainage at each District site should be documented to identify general condition, remaining useful life, deferred maintenance, and potential for energy conservation or improved cost efficiency for each school.

All information on existing facilities, their condition and identified deficiencies shall be used to update the existing Program-wide Rochester Facilities Modernization Plan (RFMP) baseline.

The Selected Consultant shall execute/implement policy direction from the City School District Superintendent and Board of Education. More specifically, the firm shall document and summarize the key goals for the Phase 3 Strategic Plan, and develop a set of guiding principles as a framework for the Phase 3. Among key goals for the Phase 3 Strategic Plan are the following:

- Modernize and improve all building infrastructure to provide a learning environment that offers
 opportunities for 21st century learning, while conserving energy usages.
- Develop of Core Model Program Educational Specifications that align to the District's instructional initiatives, grade structure, class-size, etc.
- Link District educational objectives & initiatives to facility's needs via building-by-building Test Fit concepts
- Retain a certified Demographer to provide the NYSED required PK/12 enrollment projections including the
 conventional 'live birth' methodology, as well as a 'success model' reflecting the RCSD desired high school
 graduation rate goal
- Project future facility needs based on demographic forecasts comparing conventional versus 'success model'
- Identify & evaluate costs and benefits of a broad array of facility options. This should include prioritization of projects, re-purposing current facilities and relocation (if needed) for swing space during construction
- A 'focused' plan to increase parental and community awareness, outreach, and engagement.

'Test Fit' Concepts:

The Selected Consultant shall review the existing Phase 2 Strategic Plan document to determine additional or new facility needs to achieve the RCSD's Phase 3 initiatives. Consider current trends in public school curricula, STEM/STEAM/Maker Space as well as CTE facilities, state and federal requirements, new teaching technologies and

other curriculum influences requiring specialized or additional facilities the Phase 3 Strategic Plan will address. Assess needs for upgrades to facilities or for new facilities to incorporate new technologies, especially in sciences, language, arts and other evolving fields where project-based and/or student team learning is appropriate. Major District curriculum objectives include efforts to assure that all students have access to math, science as well as other core disciplines to meet the requirements for career readiness, admission to community and/or 4-year colleges and universities as a real-choice for each student.

The Selected Consultant shall indicate areas where appropriate space types for each RCSD approved curriculum may be required, and provide solutions to any space deficiency and/or re-alignment via 'Test Fit' concept alternatives until consensus is reached between RCSD and SED. The firm should examine other trends and possible changes in curriculum which might affect facility needs, such as Small Learning Communities, NYSED Common Core Standards, Active Learning Space at each appropriate Phase 3 school consistent with the RCSD priorities and equity.

The Selected Consultant shall carefully and comprehensively examine all elementary school sites to make sure that the facilities are configured appropriately, as well as provided with the instructional and support spaces necessary to assure each student has as near equal opportunity as practical for learning from one School to another. For example, classroom sizes must also be aligned as there are some existing facilities that do not accommodate the optimal class size for the age, grade and specific curriculum needs. A range of options from the existing status quo, to 'right sizing', to possibly a more cost-effective combination that achieves optimal classroom size while maximizing State building aid must be provided. Accordingly, on a School-by-School basis, the consultant and RCSD will identify a representative Elementary grade PK/6, and Secondary grade 7/12 School to illustrate the strategic implications of the 'Test Fit' comparison of the scope and cost benefits:

- A major reconstruction and new addition are required to 'reasonably' achieve all of the Core Model Program
 aspects
- A complete replacement School that 'fully' achieves <u>all</u> of the Core Model Program on the existing site
- For the same replacement School, the required site expansion/acquisition of property necessary to also reasonably satisfy the NYSED minimum site area standards
- The respective probable construction cost estimate, and MCA calculation for the reconstruction/addition option
- The respective probable construction cost estimate, and MCA calculation for the replacement School without any site acquisition (i.e. appraisals, property acquisition, relocation, demolition/abatement, etc entail additional costs that would be addressed via Additional Services should the land acquisition option be selected as viable by RJSCB in consultation with RCSD, the City, and NYSED)

Neighborhood elementary schools are now acting as community centers at various locations, reinforcing a greater sense of community. The viability of this concept depends upon an adequate level of operational funding, close coordination with City programs, and other community service organizations. Existing programs which have reinforced the role of Schools as community centers include City after school programs, which will be identified amongst the prospective Phase 3 Schools. Given the limited availability and high cost of land and facilities, the majority of recommendations are likely to focus on renovation or addition to existing facilities to better meet current and future District needs. These recommendations may include measures to make facilities more multipurpose or adaptable from one use to another via a 'time share' model. Those respective Test Fit concepts shall clearly identify the probable cost(s) associated with any community or shared use aspects.

Each Consultant's proposal should clearly incorporate 'lessons learned' from previous district-wide capital program efforts for undertaking phased/multi-school building programs, as well as generating public stakeholder support. Some specific lessons to incorporate into future efforts include updating of design standards for school facilities. The Strategic Plan must incorporate those lessons, and propose specific approaches to some of the perennial challenges including:

- Program Verification (i.e., the transition from the planning, to the Architect-of-Record)
- Cost Containment (i.e., see below regarding prioritization, and method/back-up of probable costing for the Phase 3 Strategic Plan)
- Community Involvement, and public dissemination of information

- Building/User Input Coordination
- Ongoing Facilities Planning (i.e., thought leadership, emerging best practices)
- Facility Design Standards and Benchmarking

The Phase 3 Strategic Plan will identify and propose "Best Practices" for integrating additions, or new construction into densely developed urban areas already heavily developed, and further complicated by existing School sites that are 'under-sized'. Included in these practices might be parking and traffic mitigation measures, landscaping and streetscaping, as well as other coordinated physical improvements to offset impacts on surrounding neighborhoods and the school environment.

Estimates for Financial Plan:

The Selected Consultant will document the specific projects selected and approved by RCSD, and provide final probable cost estimates for those projects. The estimates shall provide a Construction (hard and soft cost including typical FF&E) and Total Project Budget consistent with the MCA format. The Construction Cost Budget is the total cost of all elements of a project to be designed or specified by the A/E Design Team, as adjusted at the end of each design phase in accordance with the Agreement. The Total Project Budget is the total amount for the construction aspects, plus all other costs, including, design, construction, consultant fees, administration, financing, and all other customary costs. The RSMP Program Manager will assist with the budgeting for special costs, and unique expenses; (e.g. Strategic Planning, property acquisitions, SEQRA, District Wide Technology, financing/capitalized interest, etc.).

The budgets shall be prepared with the following parameters: All costs are to be based on current prices, with escalation rate and duration clearly identified as a separate line item in consultation with the RJSCB Program Manager. Contingencies for design, bidding and construction are to be included as individual line items, with the percentage and base of calculation clearly identified. Because the measures are intended to fund long term planning and facility improvement projects, the measures may need to combine clearly defined projects and categories of funding or types of projects including future planning, design and environmental review. The projects as well as cost estimates should be broken down by major reconstruction, additions, new construction, and site work.

Draft & Final Submission Approvals:

An essential task at the culmination of the proposed Phase 3 legislation is confirmation of the Board of Education direction and public input on the final comprehensive list of projects to be included in the Draft and Final Phase 3 Strategic Plan. The final stage of services under this RFP includes all preparations and presentations required by a total of five (5) entities: the RCSD; Board of Education of the RCSD; the City of Rochester; RJSCB; and the NY State Department of Education. For purposes of the Basic Services under this RFP, the Selected Consultant shall budget as specific line-item costs (4-total) the following for the Final Approval Stage:

- The Consultant will attend a Draft Report submission meeting with each approving entity
- The Consultant will make minor revisions as may be requested to transform the Draft into the Final Submission
- The Consultant will make a Final Report Presentation to each approving entity
- The Consultant will attend a Final Approval meeting (i.e., actual vote) with each approving entity

The RJSCB reserves the right in the interest of the Program to combine, and/or take a credit for any one (or more) meeting or presentation sub-component within the above listed Final Approval Stage's four (4) line item costs. This action would off-set any meeting/presentation felt unnecessary, or moderate unforeseen revisions requested from the Selected Consultant as determined at the discretion of RJSCB.

Refer to Attachments F, G, H, and I that are by reference herein made a part of the Contract upon final execution.

SAMPLE AGREEMENT ATTACHMENT B PRELIMINARY SCHEDULE

The intent of the RJSCB is for the Selected Consultant to complete all of the required work within a year of Contract execution, subject to the Final Approvals of the Phase 3 Strategic Plan by RCSD <u>and</u> SED. The "interim milestones," progress/draft deliverables, and Final Phase 3 Strategic Plan will be mutually negotiated between the Selected Consultant and the Program Manager.

The RSMP protocol shall be upon Notification to Proceed as the Selected Consultant for the Phase 3 Strategic Plan, an 'organizational kick-off meeting' shall be convened with representatives from RCSD and the Program Manager. Follow-up sessions to reconcile the Selected Consultant's proposed Work Plan and Master Schedule will occur as necessary, and upon approval by the Program Manager the straight-line invoicing will commence (see Attachment C).

SAMPLE AGREEMENT ATTACHMENT C COMPENSATION, PAYMENT FOR SERVICES, HOURLY RATES

Pursuant to the Scope of Services and for Services satisfactorily performed, the RJSCB shall pay to the Strategic Planner a Not-to-Exceed Total Amount of \$TBD, inclusive of the Final Strategic Master Plan submission and approvals. If the Owner requests in writing services that are above and beyond the Strategic Planner's Basic Services, the Strategic Planner shall submit a written proposal describing the proposed additional services, which proposal shall include a breakdown of the associated costs. If approved, this Agreement shall be amended to incorporate the agreed-upon additional services. The Strategic Planner shall not be compensated for unauthorized services.

The Strategic Planning RFP identifies those expenses associated with the development of the Strategic Planner's work products as part of the Basic Services. Reimbursement for expenses considered to be beyond the Basic Services, such as requests for additional printing of materials, postage, and travel, shall be requested in writing by the Strategic Planner, and approved in writing by the Program Manager before any such expenditure. Accordingly, a mutually agreed Additional Expense Contingency Allowance will be established by the Strategic Planner and Program Manager for inclusion in the approved Contract.

The RJSCB shall pay the Selected Consultant upon satisfactory completion of the Scope of Work and the submission of detailed invoices as provided by in this Agreement. A straight-line drawdown will prorate the services invoicing equally across the expected twelve (12) month duration to complete all required work. All invoices will be due by an agreed date, and payable thirty (30) days from said date. Upon receipt of the monthly invoices, the Program Manager shall review and make a recommendation to the RJSCB that the agreed and expected services have been performed. The payment of said invoice shall be made by mail or wire transfer, and shall be deemed tendered on the date it is post-marked.

SAMPLE AGREEMENT ATTACHMENT D

DIVERSITY REQUIREMENTS, BUSINESS OPPORTUNITY PROGRAM

DIVERSITY REQUIREMENTS AND BUSINESS OPPORTUNITIES PROGRAM (BOP):

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

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

One of the principal goals of the RJSCB is to support workforce development and the creation of diversification opportunities. As such, all contractors, suppliers, professional service firms and/or other business entities providing goods or services under a Board contract of \$25,000 or more (\$100,000 or more for construction services) shall agree to comply with the following workforce diversity rules and requirements:

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

The Board is also committed to the meaningful participation of qualified minority-owned, women-owned, disadvantaged business entities and small business entities throughout the RSMP. In order to meet this commitment, all contractors, suppliers, professional service firms and/or other business entities providing goods or services under a Board contract of \$25,000 or more (\$100,000 or more for construction services) shall agree to engage qualified minority-owned, women-owned, disadvantaged business entities and small business entities to assist in the completion of all work under any such contract. With each contract of \$25,000 or more (\$100,000 or more for construction services), the selected contractor, supplier, professional service firm and/or other business entity agrees to provide for the following:

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

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

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

RJSCB REQUEST FOR PROPOSALS, Phase 3 Strategic Planning

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

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

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

SAMPLE AGREEMENT ATTACHMENT E PROVISIONS REQUIRED TO BE INSERTED BY LAW

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

- 1. Executory Clause. In accordance with Section 376 of the Education Law, the Board shall have no liability under this Contract to the Contractor or to anyone else beyond funds appropriated and available for this Contract.
- 2. Non-Assignment Clause. In accordance with Section 138 of the State Finance Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the Board and any attempts to assign the Contract without the Board's written consent are null and void. The Contractor may, however, assign its right to receive payment without the Board's prior written consent unless this Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
- 3. Workers' Compensation Benefits. In accordance with Section 142 of the State Finance Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefits of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
- 4. Non-Discrimination Requirements. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work; or for the manufacture, sale, or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex, or disability:
 - (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239, as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.
- 5. Wage and Hours Provisions. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department Furthermore, the Contractor and its subcontractors must pay at least prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay as determined by the State Labor Department in accordance with the Labor Law.

- 6. Non-Collusive Bidding Requirement. In accordance with Section 139-d of the State Finance Law, if this Contract was awarded based upon the submission of bids, the Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further warrants that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the Board a non-collusive bidding certification on the Contractor's behalf.
- 7. International Boycott Prohibition. In accordance with Section 220-fof 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 (SO 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 (thereinafter, collectively, "the Records"), The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the Board, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the state, for the term specified above for the purposes of inspection, auditing and copying. The Board shall take reasonable steps to protect from public disclosure any of the records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate Board official, in writing, that said Records should not be disclosed; and (ii) said Records shall be sufficiently identified; and (iii) designation of said Records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Board's right to discovery in any pending or future litigation.
- 9. Identifying Information and Privacy Notification.
 - (a) Federal Employer Identification Number and/or Federal Social Security Number.

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

(b) Privacy Notification.

The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property and the authority to maintain such information is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the Board and the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally

identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

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

- 10. Conflicting Terms. In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Attachment "A," the terms of this Attachment "A" shall control.
- 11. Governing Law. This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
- 12. Prompt Payment Requirements. Timeliness of payment and any interest to be paid to the Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law. For the purposes of Article XI-A of the State Finance Law, the Rochester Joint School Construction Board's office whose mailing address is 70 Carlson Road, Suite 200, Rochester NY 14610, is the Board's designated payment office.
- 13. No Arbitration. Disputes involving this Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York, County of Monroe.
- 14. The Omnibus Procurement Act of 1992, as amended, requires that, by signing this Proposal, the Proposer certifies that whenever its Total Bid amount is greater than \$1,000,000.00: (a) it has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors on this Project, and has retained the documentation of these efforts to be provided upon request to the State; (b) it has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended; (c) it agrees to make reasonable effort, to provide notification to New York State residents of employment opportunities on this Project through listing any such positions with the Community Services Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Proposer further agrees to document these efforts and to provide said documentation to the State and the Fund upon request; and (d) it acknowledges notice that New York State may seek to obtain offset credits from foreign countries as a result of this Contract and agrees to cooperate with the State in these efforts. Documented efforts by a successful Proposer shall consist of and be limited to showing that such Proposer has:
 - (a) Solicited bids, in a timely and adequate manner, from New York State Business Enterprises including certified Minority and Women's Business Enterprises, or
 - (b) Contacted the New York State Department of Economic Development to obtain listings of New York State Business Enterprises, or
 - (c) Placed notices for subcontractors and suppliers in newspapers, journals and other trade publications distributed in New York State, or
 - (d) Participated in bidder outreach conferences.
 - (e) If the Proposer determines that New York State Business Enterprises are not available to participate on the Contract as subcontractors or suppliers, the Proposer shall provide a statement indicating the method by which such determination was made.
 - (f) If the Proposer does not intend to use subcontractors on the Contract, the Proposer shall provide a statement verifying such intent.

- 15. Chapter 807 of the Laws of New York of 1992, requires the Contractor and any individual or legal entity in which the Contractor holds a 10 percent or greater ownership interest and any individual or legal entity that holds a 10 percent or greater ownership interest in the Contractor's firm either (a) have no business operations in Northern Ireland or, if they do have such an interest, (b) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles and shall permit independent monitoring of their compliance with such Principles.
- 16. The Strategic Planner (Architect) certifies that all information provided to the Board with respect to State Finance Law Section 139-k is complete, true and accurate.
- 17. The Board reserves the right to immediately terminate this contract in the event that it is found that the certification filed by the Strategic Planning Consultant in accordance with State Finance Law Section 139-k was intentionally false or intentionally incomplete.

SAMPLE AGREEMENT ATTACHMENT F RECORD DRAWING REQUIREMENTS

Record documents and work products to be provided in accordance with Attachment A of this Agreement shall be:

- a. At a minimum, the Strategic Planner will prepare a complete set of reproducible Record Documents, paper prints, reports, and CAD files in the required number of copies for the Owner and RCSD Facilities Design Group (e.g. typically 25 hard copies of reports).
- b. Provide all record drawings in AutoCAD DWF <u>and</u> DWG file formats. All layers and xrefs must be embedded (DWF) or bound (DWG) as appropriate, and all security features must be turned off.
- c. Provide a 'record' loose hard copy and respective readable digital files of <u>all</u> interim, draft, and final report submissions. Further, such files shall be set up to print in the actual/original paper size format submitted as a deliverable by the Strategic Planner.

SAMPLE AGREEMENT ATTACHMENT G ESTIMATING STANDARDS

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

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

ESTIMATE FORMAT

- 1. There must be a cover sheet matching the format of the Board's budget.
- 2. All estimates must be in "Present Day" dollars plus an escalation factor to match Implementation Schedule to mid-point of the construction for each School Project approved for the Phase 3 Strategic Plan.
- 3. All estimate sheets must contain the following Information:
 - Project Name
 - Strategic Planner (Architect's) Name
 - The document's date
 - Sheet Number
 - Name of the Estimator, the Checker and Company
 - Type of Estimate (i.e. preliminary, draft, or final approval)
- 4. Costs should be broken as follows:
 - Trade Costs (assume Wick's Law, Five (5) Primes: Site, General, Mechanical, Electrical, and Plumbing)
 - Allowances for special features (if not well defined)
 - Total Trade Costs
 - Taxes Excluded
 - General Conditions, Profit, and Overhead (TBD % check with Program Manager)
 - Design Contingency % (check with Program Manager) Trade costs only
 - Construction Contingency (TBD % Check w/Program Manager) on Trade costs only
 - Escalation per year % (Trade costs only)
 - Sub Total
 - Professional Fees (A/E and CM)
 - Customary 'Soft' costs (TBD % check with Program Manager)
 - Estimate Total Project Budget
- 5. If Project includes renovation and addition, provide estimate for each separately. Both estimates must be prepared using the same format with quantities, unit, unit price, and the total.
- 6. All the backup sheets for each division of work should include the basic information of: Description, Quantities, Unit, Unit Price, Total.
- 7. Total costs for the Prime Trades.
- 8. The project gross and net areas as defined in A.I.A. Standards of Practice and broken down by renovation versus addition or new construction.
- 9. Written assumptions and clarifications.
- 10. Allowances with descriptions, units and values.
- 11. Written exclusions.
- 12. Planned Fixed Limit of Construction (i.e., FLC budget, per attached sample) for each School Project proposed at draft, preliminary and Final Phase 3 Strategic Plan for approval).

SAMPLE AGREEMENT ATTACHMENT H ROCHESTER SCHOOLS PROGRAM DESIGN STANDARDS

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

It is the responsibility of the Strategic Planner and all of its consultants to become familiar with the content and format of the Standards to be applied throughout all aspects of the Project (e.g., update as necessary per new benchmarks, space types, etc. proposed in the approval Final Core Model Program).

The Strategic Planner is responsible for demonstrating compliance with the Standards by use of the various supplied checklists at the end of each stage of progress, and as may be requested by the Program Manager.

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

SAMPLE AGREEMENT ATTACHMENT I PROJECT TEAM ORGANIZATION

Project Team Organizational Chart, with names, titles, and lines of reporting authority/responsibility to be inserted here.

Section 4: RFP Forms to be Completed and Attached to Proposal

ATTACHMENT 1: Certification of Non-Collusion

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

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

	ВУ
FULL LEGAL NAME OF FIRM OR CORPORATION	AUTHORIZED SIGNATURE
ADDRESS	NAME OF AUTHORIZED SIGNATURE/TITLE
CITY, STATE, ZIP CODE	TELEPHONE AND FACSIMILE NUMBERS
DATE	E-MAIL ADDRESS

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

Background:

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

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

Instructions:

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

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

	BY
*LEGAL NAME OF FIRM OR CORPORATION	AUTHORIZED SIGNATURE
ADDRESS	TYPED NAME OF AUTHORIZED SIGNATURE/TITLE
CITY, STATE, ZIP CODE	TELEPHONE/DATE

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

r signing below, i certify that all information provided to the Rochester Joint Schools Construction Board with respe	301
State Finance Law §139-k is complete, true and accurate.	
DV.	

	ВУ
*LEGAL NAME OF FIRM OR CORPORATION	AUTHORIZED SIGNATURE
ADDRESS	TYPED NAME OF AUTHORIZED SIGNATURE/TITLE
CITY, STATE, ZIP CODE	TELEPHONE/DATE

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

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

Nam	e of Individual or Entity Seeking to Enter into the Procurement Contract:
Addr	ress:
	e and Title of Person Submitting this Form:
Cont	ract Procurement Number: Date:
1.	Has any Government Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle): No Yes
ir ye:	s, 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.
Gove	ernmental Entity:
Date	of Finding of Non-Responsibility:
Basis	s 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:
Gove	ernmental Entity:
Date	of Termination or Withholding of Contract:
Basis	s of Termination or Withholding:
(Add	additional pages as necessary)
	ror certifies that all information provided to the Rochester Joint Schools Construction Board with respect to State nce Law §139-k is complete, true and accurate.
Ву:	Date:
Signa	ature:

ATTACHMENT 5: Diversity Program ("DP") Forms and Instructions

INSTRUCTIONS FOR USE OF THE ATTACHED DP FORMS:

1) DP -1: SCHEDULE OF EBE PARTICIPATION

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

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

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

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

4) DP - 3: MONTHLY EMPLOYMENT UTILIZATION REPORT

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

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

6) DP - 3: MONTHLY EBE UTILIZATION REPORT

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

7) PROMISE OF NON-DISCRIMINATION

8) EBE ASSURANCE STATEMENT

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

9) GOOD FAITH EFFORTS CHECKLIST

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

RCSD
SED#:
SED DWT:

EBE UTILIZATION PLAN (D	P-1)		Rochester Schools Modernization Program							
1. Project :			2. Proposing on Contract No./Contract Description							
3. Proposer Name / Address / Phone N	lo. / Fax No. /	FEIN	4. Proposal Submittal Date (MM/DD/YY)							
			☐ Original DP-1	☐ Revised DP-1 F	Rev. Date:					
	Project Goals:	: MBE – 17% WBE	- 10 % DBE - 3 % SB	E-3%						
6. Name/Address/Phone and FEIN of	7. Certified	8. Performance	9. Scope of Services to	be provided	10. Proposed	Percent				
Proposed M/WBE, DBE or SBE	as EBE	Category			Dollar Amount					
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 ar	nd Title:									
Authorized Signature:		Print Name	:	Title:						
The ICO may follow	The ICO may follow up with the EBE firms listed herein to verify that each either submitted a proposal to, or discussed with, the bidder the amounts indicated above.									

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

This form is to be completed and submitted to the CONSULTANT by the apparent successful Proposer. RSMP PROJECT: PARTICIPANT: The undersigned has agreed to perform work in connection with the above project as: _sole proprietorship (individual) ____a partnership __a corporation a joint venture Detailed description of work items to be performed by EBE: _____ (indicate labor, supplier, broker, etc.) at the following price: \$. Please note all categories of the subcontractor/joint venture that apply: Disadvantaged Business Enterprise ____ Minority-Owned Business Enterprise Small Business Enterprise Women-Owned Business Enterprise The total value of EBE participation under this Joint Venture Agreement is \$______; which is _____% of the total Proposal. (Type or Print Name of subcontractor/Joint Venture) Printed Name: _____

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

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

Consultant Company Name

Address

Address

Phone Number

Phone Number

Company Officer Name & Title (Print)

Company Officer Signature Date

Company Officer Signature Date

For RJSCB Use Only

Owner Signature

Date

RSMP Request for Proposals: Strategic Planning Support Services – Phase 3

Date

CONSULTANT Signature

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

- 1. Project: Name of Project that this form submission is applicable to.
- 2. Reporting Period (MMM/YYYY)/_____: Indicate the monthly period reporting on; e.g. JUL 2017. Hours reported on this report shall include all hours on the first day of the month through and including the last day of the applicable month.
- 3. Reporting Contractor Name/Address/Phone No./Fax No.: Name/address/phone/fax of reporting entity.
- 4a. Reporting Contractor is a ()1St Tier-or-() Lower Tier Contractor: The reporting entity is to either.
- 4b. Only if a lower tier contractor, indicate to whom you are a subcontractor: Only if the reporting entity is other than a first tier contractor, indicate what company/firm you have a direct contractual agreement with relative to this 1St Tier Project contract. If you are a 1St Tier contractor leave blank or indicate N/A.
- 5. Construction Trade Class: Indicate in the space(s) provided below this title, the applicable trade classification group, i.e. Electrician, Carpenter, Mason, Laborer, etc, which the reporting entity utilized during this reporting period.
- 6. (a) Total All Hours by Trade M (Male) F (Female): Under the 6a. M column, infill the total number of male hours for each trade/grade classification listed, subtotaling at after each trade, for this reporting period. Under the 6a. F column, infill the total number of female hours for each trade/grade classification listed, subtotaling at after each trade, for this reporting period.
- 6. (b e) Minority Hours by Trade M (Male) F (Female): Under each M column, infill the total number of male hours for each trade/grade classification and each minority category listed, subtotaling at after each trade, for this reporting period. Under each F column, infill the total number of female hours for each trade/grade classification and each minority category listed, subtotaling at after each trade, for this reporting period.
- 7. Minority % of Total Hours: The percentage of total minority hours of all hours worked, the sum of columns 6b.- 6e. divided by the sum of column 6a. Only one figure for each trade classification. ie ((6b.M + 6b.F + 6c.M + 6d.F + 6d.M + 6d.F + 6e.M + 6e.F)) ((6a.M + 6a.F)).
- 8. Female % of Total Hours: The percentage of total female hours of all hours worked, the total number reported in 6a. F. divided by the sum of total numbers reported in 6a. M and 6a. F. Only one figure for each trade classification.; i.e. (6a.F/(6a.M+6a.F))

Individuals that qualify in both a minority category and the female category should not be counted in both the minority and female percentage figures, as the above percentage calculation will generate (items 9. & 10.)

- 9. *Total Number of Employees:* Total number of male and total number of female employees utilized in each trade and grade classification, subtotaling at after each trade, for this reporting period.
- 10. *Total Number of Minority Employees:* Total number of male minority and total number of female minority employees utilized in each trade and grade classification, subtotaling at after each trade, for this reporting period.
- 11. Reporting Company Official's Printed Name and Title: Reporting company official's printed name/title.
- 12. Reporting Company Official's Signature: Reporting company official's original signature. By signing this form, this individual is certifying that the information provided on the form has been reviewed prior to its submission and is accurate to the best of his/her knowledge.
- 13. Date Signed: Date of signature.
- 14. Page: Indicate page number and total number of pages submitted. Attach as many pages as necessary.

MONTHLY EMPLOYMEN	MONTHLY EMPLOYMENT UTILIZATION REPORT - DP-3/RSMP ROCHESTER SCHOOLS MODERNIZATION PROGRAM PHASE II																					
1. Project :												2. R	eporting	g Perio	d:			-		_//		
3. Reporting Contractor Name / Ad	dress / Phone No. / Fax No.												-		tractor is a () 1s							
No Work Pe	erformed ()											4b.	Only if a	lower	tier contractor, in	dicate to whom y	ou are	a subc	ontracti	ar:		
No Work Pe	eriorined ()		Pr	oiect	Goals		Minor	ity 2	2%	Wor	en - 8%	4										
5.			6.		_	b.		ity - Z		d.	6e 6e		Р	lf.	7.	8.		9.		10.	1	1.
		City of	Tota		`		ı	Black	`	-		-		rican								
POSITION	EMPLOYEE	Rochester Resident	Hour	rs by		casian ours)		tof Ic Onlgin		oanic ours)	Asian or Islander			an or n Native	Minority (Male &	Female (Caucasian		Number ployees	of Cau	Number ucasian		nority
		(Y/ N)	Sen	vice	,	,		urs)	,	,		, ,		urs)	Female) % of Total Hours	Only) % of Total Hours		,	Emp	loyees	Empl	oyees
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	Certification Statement - the below signed, being an authorized representative of the reporting company, hereby certifies that the above information																					
	represents all the h																					
11. Reporting Company Official's P	rinted Name and Title									1	2. Repor	ting Co	mpany (Official'	s Signature	13. Date Signe	d	14. Pa	age			
										_									1	of _1		

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

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

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

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

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

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

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

	Month	Year
Project Name:		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.

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

Contractor \ Vendor Representative Signature

PROMISE OF NON-DISCRIMINATION

KNOW A	ALL MEN BY THESE PRESENTS, that I/v	we,
to subm	nit Proposals on contracts funded,in	, (hereinafter "Company"), in consideration of the privilege whole or in part, by the Rochester Joint Schools Construction Board nts, covenants and agrees as follows:
(1)	·	articipation in, denied the benefit of, or otherwise be discriminated against origin or gender in connection with any bid submitted to Owner or the ing from;
(2)		his Company to provide equal opportunity to all business persons seeking in contracting with this Company, including various local small business
(3)		owledge and warrant that this Company has been made aware of, bood Faith Efforts to solicit EBE's to do business with this Company;
(4)	That the promise of non-discrimina remain in full force and effect with	tion as made and set forth herein shall be continuing in nature and shall out interruption;
(5)	•	ation as made and set forth herein shall be and are hereby deemed to be y reference into, any contract or portion thereof which this Company may
(6)	Faith Efforts to attain the EBE utilized Section 00 43 31, shall constitute a default and to exercise any and all a the contract, termination of the con	satisfactorily discharge any of the promises of non-discrimination or Good ation Goals and reporting requirements, as made and set forth in this material breach of contract entitling the Owner to declare the Contract in applicable rights and remedies, including but not limited to, cancellation of ntract, suspension and debarment from future contracting opportunities, of compensation due and owing on a contract.
Ву:	(Signature)	
Name:		
•	(Print name)	
Date:	, 20	
Title:	(Print title)	

EBE ASSURANCE STATEMENT

To be filed on bidding company's letterhead and signed and dated by the Proposer. Subject Proposal for The undersigned Proposer, having submitted a proposal for the referenced project, if awarded the Contract, agrees that the EBE Utilization Plan (DP-1) submitted with the bid or as thereafter modified and approved by the CONSULTANT will be incorporated into the Contract upon submission of the EBE Letter of Intent to Perform. We are committed to ensure EBE participation in the manner indicated below as subcontractors, supplier or in joint venture partnership as follows: **Representation of EBE Status** Name: Address: Phone #: _____ Fax#: Email: _____ FEIN: _____ Work to be performed: Dollar amount: Percentage of the Total Bid amount: _____ This subcontractor represents that it is / is not a certified MBE/DBE/WBE/SBE (circle the appropriate status). This subcontractor is a (circle one): Sole proprietorship / individual / corporation / partnership / a joint venture Contractor/Proposer acknowledgement: The undersigned contractor/Proposer represents that the above information is true and correct to the best of its knowledge: Name of Contractor/Proposer firm: _____ Authorized representative: _____ Authorized signature: _______ Date: _______ 20___

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

GOOD FAITH EFFORTS CHECKLIST

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

We,	by Owner/Principal

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

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

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

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

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

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

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

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

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

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

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

(GOOD FAITH EFFORTS CHECKLIST continued)

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

Name of subcontractor/Vendor:	
Contact Person/Title	
Phone #:	
Address:	-
Pate of Offer to Participate:	
Date Offer was declined:	
Reasons Given for Declining:	
Please note all categories of ownership that apply:	
African American Business Enterprise	
Asian American Business Enterprise	
Hispanic American Business Enterprise	
Majority Enterprise	
Native American Business Enterprise	
Small Business Enterprise	
Women-Owned Business Enterprise	
·	
2. Name of subcontractor/Vendor:	
Contact Person/Title	
Phone #:	
Address:	
Date of Offer to Participate:	-
Date Offer was Declined:	
Reasons Given for Declining:	
0	
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	
None:: 6 times 260:::655 2::65 p.::65	
3. Name of subcontractor/Vendor:	
Contact Person/Title	
Phone #:	
Address	
Date of Offer to Participate:	
Date Offer was Declined :	
Reasons Given for Declining:	
ACCUSONS GIVEN TO DECIMING.	_
GOOD FAITH EFFORTS CHECKLIST continued)	
Please note all categories of ownership that apply:	
African American Business Enterprise	
Asian American Business Enterprise	
DAIGH DHEHLAH DUAHESA LHELDHAF	

Hispanic American Business Enterprise	
Majority Enterprise	
Native American Business Enterprise	
Small Business Enterprise	
Women-Owned Business Enterprise Name of subcontractor/Vendor	
4. Name of subcontractor/Vendor:	
Contact Person/Title	
Phone #:	
Address	
Date of Offer to Participate:	
Date Offer was Declined:	
Reasons Given for Declining:	
Please note all categories of ownership that apply:	
African American Business Enterprise	
Asian American Business Enterprise	
Hispanic American Business Enterprise	
Majority Enterprise	
Native American Business Enterprise	
Small Business Enterprise	
Women-Owned Business Enterprise Name of subcontractor/Vendor	

RSMP Request for Proposals: Strategic Planning Support Services – Phase 3

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

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

[Please	Check	Onel
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PROPO	SER'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.									
	· · · · · · · · · · · · · · · · · · ·	d the name of the proposer does not appear on the lis tion 165-a of the State Finance Law. I have attached a ertify.	•							
Dated:	, 20									
		SIGNATURE								
		PRINTED NAME								
		TITLE								
Sworn	to before me this	FULL BUSINESS NAME								
	_day of, 20									
Notary	Public									

ATTACHMENT 7: SUMMARY MATRIX 1.1 and MATRIX 1.2

1.1 WORKING SUI	MM	ARY	M	ΑT	RIX:	T	EAM	I/K	EY:	ST <i>F</i>	۱ AFF	V	ORK	ING	' E)	ΚP	ERIE	ENC	Έ	
STRATEGIC PLANNING PROPOSAL Date: RJSCB Project:		ct/Tele.:	Cost:	ted:																
Architect of Record (AoR):	Client: Project:	Client Contact/Tele.:	Construction Cost:	Year Completed:	Client: Project:	Client Contact/Tele.:	Construction Cost:	Year Completed:	Client: Project:	Client Contact/Tele.:	Construction Cost:	Year Completed:	Client: Project:	Client Contact/Tele.:	Construction Cost:	Year Completed:	Client: Project:	Client Contact/Tele.:	Construction Cost:	Year Completed:
AoR's Key Staff:	Client: Project	Clie	Cor	Yea	Clie Pro	Clie	Cor	Yea	Clie Pro	Clie	So	Yea	Clie Pro	Clie	Co	Yea	Clie Pro	Clie	So	Yea
Principal:																				
Proj. Designer:																				
Proj. Manager:																				
Proj. Architect:																				
Others:																				
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Consultant Name/Key Staff:																				
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Do Not Write in these Boxes																				

1.2 SUPPLEMENTARY	SUN	ΛM	ARY	′ N	/IAT	RIX:	TE	A	M/K	EY	STAF	F	'WC	DRŁ	KING	3'	EXPI	ERI	ENC	Ε
STRATEGIC PLANNING PROPOSAL Date: RJSCB Project:		ct/Tele.:	Cost:	ted:																
Architect of Record (AoR):	Client: Project:	Client Contact/Tele.:	Construction Cost:	Year Completed:	Client: Project:	Client Contact/Tele.:	Construction Cost:	Year Completed:	Client: Project:	Client Contact/Tele.:	Construction Cost:	Year Completed:	Client: Project:	Client Contact/Tele.:	Construction Cost:	Year Completed:	Client: Project:	Client Contact/Tele.:	Construction Cost:	Year Completed:
Consultant Name/Key Staff:	Clic	Ü	Ö	Yea	Clie	- S	Ö	Yea	Clic	Ö	Ö	Yeş	Clic	ij	Ö	Yea	Clie	Ö	Ö	Yea
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Consultant Name/Key Staff:																				
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Do Not Write in these Boxes																				

Attachment 8: Proposed Compensation & Hourly Rates

FEE PROPOSAL FORMS

Proposer:	
In consideration for the requested professional services, the Lump-Sum not \$	to exceed compensation proposed is:
The proposed Preliminary Work Plan major components, or sub-stages subjoreakdown as follows:	ect to further negotiation* with the RSMP would
Preliminary Work Plan Components:	
DESCRIPTION/SERVICE	EST. COST
Background, RCSD Goals, Assemble Existing Data	
Inventory Existing Facilities	
Core Model Space Programming	
Demographics & Enrollment Planning	
Initial Test Fit Concept Prototypes:	
Reconstruction/Addition, Complete Replacement and MCA's	
Final Test Fit Concepts & MCA's	
Estimates for Financial Plan	
Draft & Final Report Submissions:	
A. Draft Report Submission & Meetings	
B. Minor Draft Revisions & Meetings	
C. Final Report Submission & Presentation	
D. Final Approval Meetings	
Out-of-Pocket Non-Reimbursable Costs	
Grand Total Lump Sum Fee	\$
* NOTE: All sub-stage components and estimated costs are subject to furt	
he negotiations and/or 'organizational kick-off meeting' to reconcile the Se	elected Consultant's Final Work Plan and Schedul
PROPOSAL AUTHORIZED BY:	
YPED NAME & TITLE:	
	
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FEE PROPOSAL FORMS (Cont.)

CONSULTANT ALLOWANCES

Site Survey/Boundary/Utility (Non-School Sites)	Not in Contract (N.I.C.)
Property Appraisal(s)	N.I.C.
Traffic Study	
Business Opportunity Program – BOP	N.I.C
Energy Modeling Consultant	
3D – Presentation – Renderings	
3D – Presentation – Video Animations	
Other:	

Principal-In-Charge	\$ Principal, or Senior Planner	\$
Project Manager	\$ Senior Architect	\$
Architect III	\$ Architect II	\$
Architect I	\$ Architect I/CAD Tech/Computer Modeling	\$
Senior Engineer (M/E/P)	\$ Senior Cost Estimator	\$
Estimating Support	\$ Senior Scheduler (P6)	\$
Scheduling Support	\$ Graphic Designer	\$
Engineer III	\$ Engineer II	\$
Engineer I	\$ Project Designer (Architect & Engineer)	\$
Administrative	\$ Other	\$

Annual hourly rates for Professional Additional Services shall remain in effect through the Final Submission and Approval. A similar breakdown for each Firm comprising the Consultant Team will be required prior to Selection/Notice to Proceed.

OPOSAL AUTHORIZED BY:	
PED NAME & TITLE:	
TE:	