



# REQUEST FOR PROPOSALS

## MATERIALS TESTING AND SPECIAL INSPECTION SERVICES FOR RSMP PHASE 2a

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The Rochester Joint Schools Construction Board, on behalf of the Rochester Schools Modernization Program seeks to identify professional firms qualified to provide Materials Testing and Special Inspection Services for the pre-construction and construction phases of Phase 2a of the RSMP program.

### ISSUE DATE:

**August 10, 2016**



Rochester City School District  
Facilities Modernization Program  
1776 N. Clinton Avenue  
Rochester, NY 14621





**Rochester Joint Schools Construction Board**  
1776 N. Clinton Avenue, Rochester, New York 14621 Telephone: 585-512-3806

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## REQUEST FOR PROPOSALS

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**Date:** August 10, 2016

**To:** Materials Testing and Special Inspection Services Firms

**From:** Rochester Joint Schools Construction Board

**Project Title:** Request for Proposal (RFP) - Materials Testing and Special Inspection Consulting Services

**Send Proposals to:**

Rochester Joint Schools Construction Board  
Mr. Thomas Renauto, Executive Director  
1776 N. Clinton Ave.  
Rochester, NY 14621  
Tel. (585) 512-3806

**Contact:** [trenauto@aol.com](mailto:trenauto@aol.com)

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RFP SCHEDULE	DATES
1. RJSCB issuance of the Request for Proposals.	August 10, 2016
2. Deadline for submittal of questions, clarifications and modifications regarding the RFP by Service Providers/potential responders.	August 18, 2016 (Noon)
3. Answers to questions and/or modifications issued by Addendum and posted on the RJSCB website: <a href="http://www.rcsdk12.org/rsmp">www.rcsdk12.org/rsmp</a>	August 22, 2016 (5:00 PM)
4. Submittal Deadline for Request for Proposals.	August 25, 2016 (2:00 PM)
5. Interviews with Short Listed Service Providers (anticipated).	Week of September 5, 2016
6. Award (anticipated).	September 12, 2016

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## APPENDICES:

Appendix A: Certification of Non-Collusion in Bidding

Appendix B: Offerer's Affirmation of Understanding of an Agreement Pursuant to State Finance Law §139-j (6) (b)

Appendix C: Offerer Certification of Compliance with State Finance law §139-k (5)

Appendix D: Form of Offerer Disclosure of Prior Non-Responsibility Determination

## ATTACHMENTS:

Attachment A: Fee Submittal Form

Attachment B - DP Forms:

- Form DP-1: Schedule of MBE/WBE/DBE/SBE Participation
- Form DP-2: MBE/WBE Letter of Commitment to Perform
- Form DP-3: Monthly Employment Utilization Report (with Instructions)
- Form DP-3a: Monthly EBE Utilization Report (with Instructions)
- Promise of Non-Discrimination
- EBE Assurance Statement
- Good Faith Efforts Checklist

Attachment C: NYS Education Department Office of Facilities Planning Statement of Special Inspections and Tests

Attachment D: Preliminary Phase 2 Schedule

Attachment E: Proposer's Certification of Compliance with Iran Divestment Act  
Attachment F: Consulting Services Agreement

**EXHIBITS: (to be included as Exhibits to Consulting Services Agreement):**

- Exhibit A - Scope of Services
- Exhibit B – Schedule of Services
- Exhibit C – Cost of Services
- Exhibit D – Insurance Requirements
- Exhibit E – Equal Opportunity and Business Opportunity Program (BOP)

## **1.0 PURPOSE OF REQUEST FOR PROPOSAL**

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

The Rochester Schools Modernization Program (RSMP) is governed by the RJSCB to modernize the Rochester City Schools. This Request for Proposal (RFP) is specific to Phase 2a of the RSMP (as defined below), in accordance with Chapter 533 of the Laws of New York enacted on December 17, 2014. Although it is the intent of the RJSCB to award these services to one firm (Service Provider/Consultant), the RJSCB reserves the right to issue contracts to multiple firms that may possess full and comprehensive professional services, as well as firms specializing in a specific area, if so desired.

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

**The services being requested under this RFP are for only the projects in Phase 2a of the program.** At this time, the contracting plan for each of the Phase 2a Projects is based on a multiple Prime Contractor format with a General Construction Contractor (GC), along with Mechanical, Electrical, and Plumbing Contractors. The RJSCB reserves the right to change this contracting plan as necessary.

The Phase 2 Master Plan, approved by the RCSD Board of Education, the City of Rochester and the RJSCB, submitted to the New York State Education Department (NYSED) and New York State Comptroller, includes the following schools in Phase 2a, to which this RFP is specific:

- Monroe High School Campus, "Part A"
- Virgil I. Grissom School, No. 7
- John Walton Spencer School, No. 16
- East High School Campus

It is anticipated the selected firm(s) will provide testing and inspection services as outlined in Section 4.0, coordinate activities with Prime Contractors and subcontractors during and after bids; and document conditions according to applicable program requirements.

### **Business Opportunity Program**

The RJSCB recognizes the need to take action to ensure that Minority, Women-Owned, Disadvantaged and Small Business Enterprises (M/W/D/SBE's) are given the opportunity to participate in contracts with the Board.

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

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

**The Consultant shall be required to include a stipulated allowance of \$2,000 (see Fee Proposal Form) to compensate for the firm’s ‘key staff’ to provide periodic training/instruction/support activities related to the BOP initiative.**

All services will be provided in accordance with the governing laws, codes, rules, ordinances, standards, guidelines and regulations of the United States, State of New York, NYSED, the City of Rochester, the RJSCB, and the RCSD, as well as industry standards (hereinafter, “Applicable Law”). The services to be provided will include compliance with all due dates and deadlines, coordination with the RJSCB/RCSD internal departments and outside consultants, as well as successful administration of work under the direction of the Phase 2a Program Manager Savin Engineers, P.C. (PM).

## **2.0 DISTRICT INFORMATION**

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

## **3.0 ROCHESTER JOINT SCHOOLS CONSTRUCTION BOARD (RJSCB) INFORMATION**

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

This estimated \$1.3 billion program is expected to span approximately 15 years. Construction of Phase 1 projects began in 2012. The remaining Phase 1 Projects (School 12 and Monroe High School) are currently under construction and are scheduled to be completed in the summer of 2016.

It is anticipated that the Phase 2 Master Plan will receive approval from NYSED in the summer of 2016. In parallel to the Master Plan work, the District authorized the RJSCB to begin design work on two “Early Start” Phase 2 projects: East High School and Monroe High School. Starting design work at these projects is critical in order to support the District’s new program strategy and delivery model at East High School and to connect the Phase 1 and Phase 2 projects at Monroe High School. The students at Monroe High School are currently in swing space during implementation of Phase 1 project at Monroe. In addition, Architectural services for Schools No. 7 and No. 16 have been awarded, which will complete the “2a” group of projects. The RJSCB has recently submitted the construction documents for Monroe High School “Part A” to NYSED and is expecting to receive approval in the summer of 2016.

## **4.0 OVERALL SCOPE OF SERVICES**

The firm(s) selected to provide Materials Testing and Special Inspection Services for the RJSCB Project (the "Service Provider" or "Consultant") must have a team of qualified professionals with the necessary qualifications and credentials, training, knowledge, experience and certifications to perform all Materials Testing and Special Inspection Services for the Project.

The firm(s) must ensure that there is full coverage of all required materials testing and special inspections by at least one (1) entity among the team. Verification that the proposed special inspectors, technicians and agent inspectors meet the minimum qualifications indicated on the attached "Schedule of Special Inspections" must be included in the proposal. It must also be stated in the proposal that the testing laboratory meets the basic requirements of ASTM E329 "*Recommended Requirements for Independent Laboratory Qualifications*" published by the American Council of Independent Laboratories.

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

**Performance Requirements:** Upon 24-hours' notice from the CM and/or Prime Contractor, the Service Provider shall respond to the project site to perform such tests or inspections as requested.

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

The RJSCB expects that team members brought forward as part of the proposal process will be assigned to the program through completion of Phase 2a. The Service Provider shall respond to the CM, Architect, PM, Prime Contractor, and/or RJSCB in a timely manner.

The Service Provider shall:

1. Cooperate with the RJSCB, PM, RCSD, Architect, Engineer(s), CM, and any affected Prime Contractor;
2. Provide qualified personnel, as required, upon notice;
3. Perform specified inspections, sampling, and testing of materials pursuant to Applicable law and industry standards;
4. Comply with standard specifications;
5. Ascertain compliance of materials with the requirements of the Contract Documents; and
6. Keep records and submit reports as outlined in the Specifications for Special Inspection and Structural Testing.

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

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

**Materials Testing and Special Inspection Services:** A general list of required testing and inspection services may include some or all of the services outlined below. The RJSCB reserves the right to revise the scope of services prior to the execution of a contract to: (1) reflect changes arising out of this proposal process; (2) incorporate any RJSCB requirements adopted after the publication of this Request for Proposal, and (3) incorporate any other changes it deems necessary.

The proposer must include in their proposal its acknowledgment and acceptance that testing beyond that listed in the “Schedule of Special Inspections” may be required during construction.

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

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

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

1. Concrete:

- Concrete/Gunite Compression ASTM C39
- Compressive Strength Tests of Concrete, Mortar, and Grout
- Concrete/Shotcrete Cores ASTM C42
- Lightweight Concrete Compression ASTM C495
- Flexural Test ASTM C78/Strength Determinations of Concrete
- Non-shrink Grout ASTM C1107
- Unit Weight of Hardened Concrete ASTM C567
- Drying Shrinkage ASTM C157
- Moisture/Vapor Emission & Ph ASTM F1869
- Laboratory Trial Batch ASTM C192
- Fully-Equipped ASTM C1077-87 Laboratory
- Mix Design Review and Design for Asphaltic Concrete, Concrete, Grout, Gunite, Mortar, and Shotcrete
- Selected Asphaltic Concrete Testing
- Complete Aggregate Quantitative/Qualitative Testing
- Epoxy Coating Thickness
- Floor Flatness/Levelness.

2. Masonry:

- Mortar Cylinders ASTM C780
- Grout Prisms ASTM C39
- Composite Masonry Prisms ASTM E447
- Core Compression ASTM C140/C39
- Core Shear Test DSA
- Core Tensile
- Block Compression ASTM C140
- Block Moisture Content & Absorption ASTM C140
- Block Shrinkage ASTM C426

- In place shear strength
  - Selected Masonry Unit Qualitative Testing.
3. Steel:
- Rebar tensile ASTM A615 and A706
  - Rebar bend ASTM A615 and A706
  - Steel Tensile Strength ASTM A37
  - Pre-stress/Post Tension Cables ASTM A416
  - Bolt Tensile, Nut and Bolt Proof Tests ASTM A370
  - Hardness Test ASTM A370
  - Coating Thickness of ferrous and non-ferrous metals
  - Torque Testing
  - Welder Procedure Specification Review.
4. Fire Resistive Materials:
- Cementitious Fireproofing density UBC 736
  - Cementitious Fireproofing Adhesion/Cohesion UBC 736
    - Cementitious Spray Applied Fireproofing
    - Intumescent Paint Thickness
    - Intumescent Fireproofing
  - Fire Caulk/Fire-stopping.
5. Soils:
- Sampling Soils
  - Laboratory compaction curves, checkpoints, moisture/density, plasticity, gradation
  - Verify materials below footings are adequate to achieve the design bearing capacity
  - Verify excavations are extended to proper depth and have reached proper material
  - Classification and testing of controlled fill materials
  - Compaction testing
  - Borings.
6. Other Services:
- Coring/Rock Coring
  - Moisture/Vapor Emission
  - Moisture Content (wood)
  - Roofing Materials
  - Waterproofing Materials.

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

1. Concrete Inspection:
- Reinforcing Steel ID and Sampling
  - Reinforcing Steel Placement
  - Pre- and Post-Tension Stressing Placement and Sampling
  - Shotcrete.



2. Masonry Inspection:
  - Inspection of Layup
  - Block and Brick Sampling
  - Mortar Sampling
  - Grout Sampling
  - Precast Inspection.
3. Structural Steel:
  - Structural Steel Erection
  - Structural Steel Welding
  - Structural Steel Testing
  - Shop Fabrication
  - Weld Procedure Qualification Testing and Specification Review
  - High-Strength Bolt Inspection and Testing
  - Shear studs testing and inspection
  - Drilled in anchors
  - Non-destructive Inspection of Structures and Components:
    - Infra-red
    - Radiography
    - Ultrasonic.
4. Groundwater:
  - Vapor Intrusion.
5. Vibration Monitoring
6. Other Special Inspections:
  - Vapor Barrier Laydown
  - Roofing
  - Waterproofing
  - Crack Monitoring.

**Billing Procedures:** The Service Provider, including but not limited to the Materials Testing and Special Inspection Service as indicated herein, will be reimbursed on a unit cost basis up to the lump sum defined in the final Agreement. Additional tests will be authorized, if necessary, with advance written notification and approval by the CM and/or PM as to scope and cost. The Service Provider is to submit invoices on a monthly basis, with the invoice indicating the project name, along with the name(s) of staff member(s), the dates of inspection/test services and the name of each inspection/test performed along with their associated hours and rates, and shall include the DP-3 form.

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

## **5.0 RECORDS AND REPORTS**

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

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

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

1. Name of Contractor and concrete supplier
2. Name of concrete testing service
3. Name of technician making and testing specimens
4. Truck number and delivery ticket number
5. Date and location within the structure of concrete placement
6. Concrete type, class, mix proportions of materials, and design compressive strength at 28-days
7. Slump, air content, unit weight, and concrete temperature
8. Total time period between batching and completing placement for each truck
9. Compressive strength and type of break for each test.

Field reports for concrete inspection shall contain the general information noted above, plus ambient temperature and cylinder numbers.

Test reports for masonry materials shall include proportions, composition, and compressive strength in addition to the general information referenced above.

## **6.0 DISTRIBUTION OF REPORTS**

The Service Provider shall submit official reports to the CM, the Project Licensed Design Professional (Architect), PM, Prime Contractor, and RJSCB within 48 hours of the inspection or test. Legible handwritten reports may be submitted if final typed copies are not yet available.

## **7.0 FINAL REPORT OF SPECIAL INSPECTIONS**

At the completion of work, the Service Provider shall submit a Final Report of Special Inspections and Materials Testing (the “Final Report”) to the CM, Architect, PM, Prime Contractor, and the RJSCB, stating work

was completed in substantial conformance with the Contract Documents and that appropriate inspections and tests were performed.

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

## **8.0 COMMUNICATION**

The Service Provider shall immediately notify the CM, Architect, PM, Prime Contractor, and the RJSCB by telephone and via e-mail of test results failing to comply with the requirements of the Contract Documents.

The Service Provider shall immediately notify the CM and Prime Contractor of work found to be in non-conformance with the Contract Documents during the inspections. If the non-conforming work is not corrected while the Service Provider is onsite, the Service Provider shall notify the CM, Architect, and PM within 24-hours (one business day) and issue a non-conformance report. If the non-conforming work is not corrected within seven (7) days after issuance of the non-conformance report or such shorter period warranted by the circumstances, the Service Provider shall notify the CM, Architect, PM, and Prime Contractor.

## **9.0 RJSCB RESPONSIBILITIES**

RJSCB will provide the Service Provider with a complete set of Contract Documents sealed by the Licensed Design Professional and approved by NYSED.

## **10.0 PRIME CONTRACTOR RESPONSIBILITIES**

The Prime Contractor(s) shall cooperate with the Service Provider and its employees and agents so special inspections and materials testing may be performed without hindrance.

The Prime Contractor shall notify Service Provider at least 24 hours in advance of a required inspection or test.

The Prime Contractor shall provide incidental labor and facilities to provide access to the work to be inspected or tested; to obtain and handle samples at the site or at the source of the products to be tested; to facilitate tests and inspections, and shall provide for storage and curing of test samples.

The Prime Contractor is responsible for the safe assembly and stability of scaffolding. If special inspections or testing require the use of the Prime Contractor's scaffolding to access work areas, the Prime Contractor shall provide a competent person to perform a daily evaluation of the scaffolding to verify it is safe to use. Prime Contractor shall notify Service Provider of this review before each use.

The Prime Contractor shall keep the latest set of Construction Drawings, field sketches, accepted shop drawings, and Specifications at the project site for field use by the Service Provider's Special Inspectors and Testing Technicians. Prime Contractor shall perform remedial work if required and sign non-conformance reports stating remedial work has been completed. Prime Contractor shall submit signed reports to the Service Provider as the work proceeds.

The testing and inspection program shall not relieve the Prime Contractors of their obligation to perform work in accordance with the requirements of the Contract Documents or from implementing an effective Quality Control Program. The Prime Contractors shall be solely responsible for construction site safety.

## 11.0 RFP REVIEW CRITERIA

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

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

**Performance Criteria:** The following criteria will be used when selecting a potential Service Provider:

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

The RJSCB, with its PM, will evaluate proposals based on the experience and demonstrated abilities of the firms proposing, with respect to the above listed criteria. Based on the RFP responses, the RJSCB may interview as many firms as it deems necessary to determine which firm(s) can provide the most effective services as an experienced Materials Testing and Special Inspections consultant. **Minority-Owned and Women-Owned firms are encouraged to respond. See the RJSCB's Equal Opportunity statement in this RFP.** Contracts will be negotiated with the successful firms after approval of award by the RJSCB, and the RJSCB will use the form Consulting Services Agreement (Attachment F) to contract with successful proposer(s).

## 12.0 SUBMITTAL REQUIREMENTS / RESPONDING TO THE RFP

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

**Submission:** Submit ten (10) copies of all requested information in paper form and one (1) electronic copy (compact disk or flash drive) to the offices of the Rochester Joint Schools Construction Board (RJSCB), located at 1776 N. Clinton Avenue, Rochester, NY 14621; Attention: Mr. Thomas Renauto, Executive Director, no later than **2:00 PM on 25 August 2016**.

- The RJSCB reserves the right to award contracts to multiple firms upon the recommendation of the PM. All of the aforementioned scope of services shall be required of the selected and assigned firm(s);
- Unit prices for services are to be submitted on the enclosed Bid Form provided as an Attachment hereto.

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

The Service Provider shall be pre-qualified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories. The Service Provider shall be authorized by authorities having jurisdiction to operate in the State of New York.

The Service Provider shall submit resumes of inspectors with the bid proposal and shall identify each inspector's certifications. Minimum qualifications of inspection agents should be indicated in the specifications.

It is expected that special inspections will be performed by agents who have relevant experience in the category indicated. The Service Provider shall submit to the Licensed Design Professional and CM for review, a copy of the qualifications of the individual inspectors and technicians who will be performing inspections or tests.

Prior to award, the RJSCB and the PM will consult with the Architect of Record regarding the proposal/qualifications of the proposer and the individuals who will be performing the inspections and/or tests.

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

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

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

- Name of Proposer
- Permanent Main Office Address
- Date of Organization

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

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

**Fee Proposal:** Refer to the Fee Submittal form in the Attachments.

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

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

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

### **13.0 INSURANCE REQUIREMENTS**

**Insurance Policies:** The Materials Testing and Special Inspection Consulting Services contract that will be developed for the work on this program will have the following insurance requirements. All respondents to this RFP are presumed to be able to meet these requirements:

#### **Commercial General Liability Limits:**

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

**Business Automobile:** \$ 1 million per accident

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

**Workers' Compensation:** Statutory amount

**Employer's Liability:** \$ 500,000

**Excess/Umbrella:** \$ 5 million

(for general aggregate and auto liability only):

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

All liability policies (excluding workers compensation and professional) shall also include the following as additional insured on a primary and non-contributory basis: Rochester Joint Schools Construction Board (RJSCB); the City of Rochester; the Rochester City School District (RCSD); Savin Engineers, P.C., Gilbane Building Company, the County of Monroe Industrial Development Agency ("COMIDA" or another capital bonding agency to be named by RJSCB), and U.S. Bank National Association (or another Trustee to be named by the RJSCB). All liability policies (excluding the professional liability policy) shall contain a waiver of subrogation in

favor of RJSCB; the City of Rochester; RCSD; Savin Engineers, P.C.; Gilbane Building Company; COMIDA (or another capital bonding agency to be named by RJSCB); and U.S. Bank National Association (or another Trustee to be named by the RJSCB). Copies of all additional insured/primary-noncontributing/waiver of subrogation endorsements (including form CG2010 1185 or equivalent) must be attached to the certificate. Policies shall include a 30 day notice of cancellation to RJSCB by registered mail or certified mail, return receipt requested. Copies of all other endorsements to be attached to the certificate.

**\* If a proposer does not have the above limits and endorsements in their current insurance coverage, and to do so would cost additional premium, proposers should indicate specifically what the limit or endorsement is and what the cost will be to add it in their submission in response to this RFP.**

**Indemnification & Hold Harmless:** The selected firm will be required to indemnify, defend and save harmless the RJSCB, the City of Rochester, the RCSD, Savin Engineers P.C., Gilbane Building Company, COMIDA (or another capital bonding agency to be named by RJSCB) and their officers, agents, and employees as set forth in the indemnity provision in the form of Consulting Services Agreement attached as Attachment F.

#### **14.0 INTERVIEW / SELECTION PROCESS**

Proposals will be reviewed, evaluated, and scored by a panel composed of RSMP and RJSCB staff, based on the selection criteria. A short list of firms will be established. Short-listed firms will be notified via e-mail of their interview date, time and location. It is anticipated that potential firms will be notified by **5:00 p.m. on or about September 2, 2016** regarding interviews, which are **anticipated for the week of September 5, 2016**. After the interviews have taken place, the firm(s) will be contacted regarding contract execution. Final selection of the firm is expected to occur at the RJSCB meeting on **September 12, 2016**. RJSCB will use the Form of Consulting Services Agreement (Attachment F) to contract with the successful proposer(s).

#### **15.0 QUESTIONS**

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

In lieu of a pre-proposal conference, any questions regarding the RFP or selection process should be submitted via email to [trenauto@aol.com](mailto:trenauto@aol.com) by Noon on **August 18, 2016**. Submitted questions and answers will be provided to all solicited firms via email by Addendum by 5:00 PM on **August 22, 2016**, barring any unforeseen circumstances.

#### **16.0 EQUAL EMPLOYMENT AND BUSINESS OPPORTUNITIES PROGRAM (BOP)**

##### **EQUAL OPPORTUNITY**

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

Each firm for this undertaking should acknowledge its understanding and support of the social policy herein stated and will be expected to demonstrate its efforts to solicit the participation of such individuals as partners, and/or employees. In this regard, the RJSCB expects the successful firm to undertake or continue



its existing programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

The RJSCB is committed to providing Women, Minorities, Women and Minority-Owned Businesses, and Disadvantage Businesses with equal opportunities in the performance of contracts. In order to achieve the Business Development goals of the Program, each contractor, supplier, professional service firm or other business providing goods or services with a Board contract of \$25,000 or more (and \$100,000 or more for construction services), shall strive to and use best efforts to meet the above stated commitment of the RJSCB regarding the participation and use of Women, Minorities, Women and Minority Owned Business and Disadvantaged Businesses.

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

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

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

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

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

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

#### BUSINESS OPPORTUNITY PROGRAM (BOP)

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

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

#### **BOP Allowance**

**The Consultant shall be required to include a stipulated allowance of \$2,000 (see Fee Proposal Form) to compensate for the firm's 'key staff' to provide periodic training/instruction/support activities related to the RJSCB's new BOP initiative.**

### **17.0 PROCUREMENT PROCESS**

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

#### **Procurement Officer:**

Mr. Thomas Renauto, Executive Director  
Rochester Joint Schools Construction Board  
1776 North Clinton Ave.  
Rochester, NY 14621

Phone: (585) 512-3806



## APPENDIX A

### CERTIFICATION OF NON-COLLUSION IN BIDDING

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

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

BY

\_\_\_\_\_  
\*LEGAL NAME OF FIRM OR  
CORPORATION

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
PRINTED NAME OF AUTHORIZED  
SIGNATURE/TITLE

\_\_\_\_\_  
CITY, STATE, ZIP CODE

\_\_\_\_\_  
TELEPHONE/DATE

## APPENDIX B

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

#### Background:

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

'Every Governmental Entity (including, voluntarily, the Rochester Joint Schools Construction Board, the "Board") shall seek written affirmations from all Offerers as to the Offerer's understanding of an 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

\_\_\_\_\_  
PRINTED NAME OF AUTHORIZED SIGNATURE/TITLE

\_\_\_\_\_  
CITY, STATE, ZIP CODE

\_\_\_\_\_  
TELEPHONE/DATE

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

## APPENDIX C

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

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

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

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

BY: \_\_\_\_\_  
(Signature)

DATED: \_\_\_\_\_, 20 \_\_\_\_\_

## APPENDIX D

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

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

---

Address:

---

Name and Title of Person Submitting this Form:

---

Date: \_\_\_\_\_

1. Has any Government Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?  
  
(Please circle):                      No                                      Yes  
  
If yes, please answer the next questions:
2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j?  
(Please circle):  
  
    No                                      Yes
3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Government Entity? (Please circle):  
  
    No                                      Yes
4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: \_\_\_\_\_

Date of Finding of Non-Responsibility: \_\_\_\_\_

Basis of Finding of Non-Responsibility: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Add additional pages as necessary)

**Form of Offerer Disclosure of Prior Non-Responsibility Determination - continued**

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

No

Yes

6. If yes, please provide details below:

Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Add additional pages as necessary)

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

By: \_\_\_\_\_ Date: \_\_\_\_\_

Signature:



# ATTACHMENT A

## FEE SUBMITTAL FORM

### RSMP – Materials Testing and Special Inspection Services

Acknowledgement of allowance of \$2,000 for participation in the Business Opportunities Program as described in the RFP.

Authorized Signature

INSPECTION AND TESTING – ITEM DESCRIPTION		
	PER UNIT	COST/UNIT
<b>1. SOILS &amp; FOUNDATION</b>		
A. Inspections – Full Day	per diem	
B. Inspections – Half Day	per diem	
C. Modified Proctor Tests		
D. Gradation & Sieve Analysis		
E. Compaction Testing (minimum 10 tests/callout)		
F. Moisture Content		
G. Footing bottom / Bearing capacity tests		
H. Other anticipated soils/foundation testing		
<b>2. CAST-IN-PLACE CONCRETE</b>		
A. Rebar Inspection and Pre-placement – Full Day	per diem	
B. Rebar Inspection and Pre-placement – Half Day	per diem	
C. Batch Plant Inspection – Half Day	per diem	

D. Cast-in-Place Inspection and sampling – Full Day	per diem	
E. Compressive Strength Tests (cylinders)	each	
<b>3. MASONRY</b>		
A. Inspections – Full Day	per diem	
B. Inspections – Half Day	per diem	
C. Compressive Strength Tests – Mortar cylinders		
D. Compressive Strength Tests – Grout prisms		
E. Composite Masonry Prisms		
F. In-place Shear Strength Tests		
<b>4. STRUCTURAL STEEL</b>		
A. Inspection – Full Day	per diem	
B. Inspection – Half Day	per diem	
C. Shop Inspection – Full Day	per diem	
D. Shop Inspection – Half Day	per diem	
E. Torque Testing	Per diem	
F. Magnetic Particle Testing	lump sum	
<b>5. ASPHALT</b>		
A. Inspections – Full Day	per diem	
B. Inspections – Half Day	per diem	
C. Mix Density Test (Marshall Test)	each	
D. In-Place Density using Nuclear Density Meter	each	

E. Core Sampling and Testing	each	
<b>6. FLOOR FLATNESS</b>		
A. Surveys	per diem	
B. Equipment	lump sum	
<b>7. FIRE-RESISTANCE</b>		
A. Sprayed Fire-Resistance (Thickness & Density)		
B. Adhesion / Cohesion		
C. Intumescent Paint Thickness Check		
D. Intumescent Fireproofing		
<b>8. FIRE-STOPPING</b>		
A. Fire Caulk Testing/Inspection		
<b>9. OVERSIGHT OF TESTING &amp; INSPECTION TEAM</b>		
A. New York State Licensed Professional Engineer		
B. New York State E.I.T. / Project Manager		
<b>10. OTHER INSPECTION &amp; TESTING SERVICES</b>		
A. Drilled Piers		
B. Pre-cast concrete items		
C. Pre-stressing Techniques & Installation		
D. Tendons & Anchorages		
E. Grouting of Tendons		
F. Welding of Reinforcing Bars		

G. Pre-stressing Force Measurements		
H. Seismic Resistance		
I. Cold-Formed Steel Framing		
J. Structural Wood		
K.		
L.		
M.		
N.		
O.		
P.		

## **ATTACHMENT B**

### **DIVERSITY PROGRAM (“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.

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

#### **6. DP – 3: MONTHLY EBE UTILIZATION REPORT**

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

#### **7. PROMISE OF NON-DISCRIMINATION**

#### **8. EBE ASSURANCE STATEMENT**

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

#### **9. GOOD FAITH EFFORTS CHECKLIST**

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

<b>EBE UTILIZATION PLAN (DP-1)</b>			<b>Rochester Schools Modernization Program</b>	
<b>1. Project :</b>			<b>2. Bidding on Contract No./Contract Description</b>	
<b>3. Bidding contractor Name / Address / Phone No. / Fax No. / FEIN</b>			<b>4. Bid Submittal Date (MM/DD/YY)</b>	
			<input type="checkbox"/> Original DP-1 <input type="checkbox"/> Revised DP-1 Rev. Date: _____, 20__	
<b>Project Goals: MBE – 17%    WBE – 10 %    DBE – 3 %    SBE – 3 %</b>				
<b>6. Name/Address/Phone No. and FEIN of Proposed M/WBE, DBE or SBE</b>	<b>7. Certified as EBE</b>	<b>8. Performance Category</b>	<b>9. Scope of Services to be provided</b>	<b>10. Proposed Dollar Amount</b>
<b>The undersigned, being an authorized representative of the bidding company, hereby certifies that the above information is accurate, and that bidder 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.</b>				
<b>[Bidding Company's Official Printed Name and Title]:</b> _____				
Authorized Signature: _____ Print Name: _____ Title: _____ <b>The</b> <b>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.</b>				

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

*This form is to be completed and submitted to the ICO by the apparent successful bidder.*

RSMP PROJECT: \_\_\_\_\_

PARTICIPANT: \_\_\_\_\_

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

\_\_\_\_\_ sole proprietorship (individual)

\_\_\_\_\_ a partnership

\_\_\_\_\_ a corporation

\_\_\_\_\_ a joint venture

Detailed description of work items to be performed by EBE:

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

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

\_\_\_\_\_ Disadvantaged Business Enterprise

\_\_\_\_\_ Minority-Owned Business Enterprise

\_\_\_\_\_ Small Business Enterprise

\_\_\_\_\_ Women-Owned Business Enterprise

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

(Type or Print Name of subcontractor/Joint Venture) \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

This EBE is currently certified as a 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 ICO 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 ICO for consideration. The undersigned will enter into a written agreement for the work described upon the approval of the ICO and award and execution of a contract with RJSCB to the bidder.

\_\_\_\_\_

Bidding Contractor Company Name

Proposed EBE Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Company Officer Name & Title (Print)

\_\_\_\_\_  
Company Officer Name & Title (Print)

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Company Officer Signature Date

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Company Officer Signature Date

---

**For RJSCB Use Only**

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
Date



### Instructions on Completion of the Monthly Employment Utilization Form (DP-3)

1. *Project:* Name of Project that this form submission is applicable to.
2. *Reporting Period (MMM/YYYY)\_\_\_/\_\_\_/\_\_\_:* Indicate the monthly period reporting on; e.g. JUL 2016. Hours reported on this report shall include all hours on the first day of the month through and including the last day of the applicable month.
3. *Reporting Contractor Name/Address/Phone No./Fax No.:* Name/address/phone/fax of reporting entity.
- 4a. *Reporting Contractor is a ( ) 1<sup>st</sup> 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 1<sup>st</sup> Tier Project contract. If you are a 1<sup>st</sup> Tier contractor leave blank or indicate N/A.
5. *Construction Trade Class:* Indicate in the space(s) provided below this title, the applicable trade classification group, i.e. Electrician, Carpenter, Mason, Laborer, etc, which the reporting entity utilized during this reporting period.
6. *(a) Total All Hours by Trade M (Male) F (Female):* Under the 6a. M - column, infill the total number of male hours for each trade/grade classification listed, subtotaling at after each trade, for this reporting period. Under the 6a. F - column, infill the total number of female hours for each trade/grade classification listed, subtotaling at after each trade, for this reporting period.  
  
*(b – e) Minority Hours by Trade M (Male) F (Female):* Under each M – column, infill the total number of male hours for each trade/grade classification and each minority category listed, subtotaling at after each trade, for this reporting period. Under each F – column, infill the total number of female hours for each trade/grade classification and each minority category listed, subtotaling at after each trade, for this reporting period.
7. *Minority % of Total Hours:* The percentage of total minority hours of all hours worked, the sum of columns 6b.- 6e. divided by the sum of column 6a. Only one figure for each trade classification. ie  $((6b.M + 6b.F + 6c.M + 6c.F + 6d.M + 6d.F + 6e.M + 6e.F) / (6a.M + 6a.F))$ .
8. *Female % of Total Hours:* The percentage of total female hours of all hours worked, the total number reported in 6a.F divided by the sum of total numbers reported in 6a. M and 6a.F. Only one figure for each trade classification.; i.e.  $(6a.F / (6a.M + 6a.F))$

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

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

MONTHLY EMPLOYMENT UTILIZATION REPORT – DP3-RSMP										ROCHESTER SCHOOLS MODERNIZATION PROGRAM									
1. Project:										2. Reporting Period (MMM / YYYY) ____ / ____									
3. Reporting contractor Name / Address / Phone No. / Fax No.										4a. Reporting contractor is a (    ) 1st Tier - or - (    ) Lower Tier contractor 4b. Only if a lower tier contractor, indicate to whom you are a subcontractor:									
<b>Diversity Goals: Minority – 22%    Women – 8%</b>																			
5.  POSITION	EMPLOYEE	6a.  Total All Hours by Service		6b.  Black not of Hispanic Origin (Hours)		6c.  Hispanic (Hours)		6d.  Asian or Pacific Islander (Hours)		6e.  American Indian or Alaskan Native (Hours)		7.  Minority % of Total Hours	8.  Female % of Total Hours	9.  Total Number of Employees		10.  Total Number of Minority Employees			
		M	F	M	F	M	F	M	F	M	F			M	F	M	F		
Grand Total																			
<b>Certification Statement - the below signed, being an authorized representative of the reporting company, hereby certifies that the above information represents all the hours worked by the reporting company's employees on the above noted Project site during the above noted month.</b>																			
11. Reporting Company Official's Printed Name and Title  _____								12. Reporting Company Official's Signature  _____				13. Date Signed  ____ / ____ / ____		14. Page  ____ of ____					

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

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

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

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

For the month under consideration, each 1<sup>st</sup> 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 1<sup>st</sup> tier contract. This submission shall be made as part of the monthly payment requisition package and to the ICO. If after the start and prior to the completion of the 1<sup>st</sup> tier contractor’s scope, the 1<sup>st</sup> tier contractor does not submit a monthly payment requisition package, the 1<sup>st</sup> 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.

In addition to required submissions noted above, the same submissions must be made by the 1<sup>st</sup> tier contractor directly to the ICO no later than the 5<sup>th</sup> day of the following month. (e.g., November 2016 DP-3’s/RSMP or No-Labor Notice(s) must be received by December 5, 2016.)

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

\_\_\_\_\_/\_\_\_\_\_  
 Month                      Year

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

Original Contract: \_\_\_\_\_  
 Current Contract: \_\_\_\_\_  
 MBE % of Current Contract: \_\_\_\_\_  
 WBE % of Current Contract: \_\_\_\_\_  
 DBE % of Current Contract: \_\_\_\_\_  
 SBE % of Current Contract: \_\_\_\_\_

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

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

\_\_\_\_\_  
**Contractor \ Vendor Representative Signature**

## PROMISE OF NON-DISCRIMINATION

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

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

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

By: \_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_, 20\_\_\_\_

Name: \_\_\_\_\_  
(Print name)

Title: \_\_\_\_\_  
(Print title)

## EBE ASSURANCE STATEMENT

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

**Subject Proposal for** \_\_\_\_\_

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

**Representation of EBE Status:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax#: \_\_\_\_\_

Email: \_\_\_\_\_

FEIN: \_\_\_\_\_

**Work to be performed:**

\_\_\_\_\_  
\_\_\_\_\_

**Dollar amount:** \_\_\_\_\_ **Percentage of the Total Bid amount:** \_\_\_\_\_

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

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

**Contractor/Bidder acknowledgement:**

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

Name of Contractor/Bidder firm: \_\_\_\_\_

Authorized representative: \_\_\_\_\_

Authorized signature: \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_

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

## GOOD FAITH EFFORTS CHECKLIST

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

We, \_\_\_\_\_ by Owner/Principal \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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



(GOOD FAITH EFFORTS CHECKLIST continued)

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

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

1. Name of subcontractor/Vendor: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Address: \_\_\_\_\_  
Date of Offer to Participate: \_\_\_\_\_  
Date Offer was declined: \_\_\_\_\_  
Reasons Given for Declining: \_\_\_\_\_

---

Please note all categories of ownership that apply:

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

2. Name of subcontractor/Vendor: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Address: \_\_\_\_\_  
Date of Offer to Participate: \_\_\_\_\_  
Date Offer was Declined: \_\_\_\_\_  
Reasons Given for Declining: \_\_\_\_\_

---

Please note all categories of ownership that apply:

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

(GOOD FAITH EFFORTS CHECKLIST continued)

3. Name of subcontractor/Vendor: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Address \_\_\_\_\_  
Date of Offer to Participate: \_\_\_\_\_  
Date Offer was Declined : \_\_\_\_\_

Reasons Given for Declining:

\_\_\_\_\_

Please note all categories of ownership that apply:

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

4. Name of subcontractor/Vendor: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Address \_\_\_\_\_  
Date of Offer to Participate: \_\_\_\_\_  
Date Offer was Declined: \_\_\_\_\_  
Reasons Given for Declining:

\_\_\_\_\_

Please note all categories of ownership that apply:

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

## **ATTACHMENT C**

### **NYS EDUCATION DEPARTMENT OFFICE OF FACILITIES PLANNING STATEMENT OF SPECIAL INSPECTIONS AND TESTS**



**NYS EDUCATION DEPARTMENT**  
**Office of Facilities Planning**  
**Room 1060 EBA**  
**Albany, NY 12234**

**STATEMENT OF SPECIAL  
INSPECTIONS AND TESTS**  
As required by the Building Code of NYS (BCNYS)

BCNYS § 1704.1.1 requires the project Design Professional to complete the Statement of Special Inspections and Tests. Completion of the Statement of Special Inspections & Tests and submission to the Office of Facilities Planning with the Construction Permit Application is a condition for issuance of the Building Permit.

School District	Building
Project Title	
SED Project #	Project Address
Architect/Engineer	
Name of Person Completing this Statement	Phone                      Date
Comments	

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

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

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

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

INSPECTION AND TESTING (Continuous & Periodic is as Defined by the BCNYS)	CONTINUOUS	PERIODIC	REFERENCE STANDARD	BCNYS REFERENCE	CHECK IF REQUIRED	IDENTIFY SPEC SECTION AND PROVIDE CLARIFYING NOTES IF NECESSARY
<b>I. Sprayed Fire-Resistant Materials</b>						
1. Structural member surface conditions.				1704.11.1	<input type="checkbox"/>	
2. Application.				1704.11.2	<input type="checkbox"/>	
3. Thickness.			ASTM E 605	1704.11.3	<input type="checkbox"/>	
4. Density.			ASTM E 605	1704.11.4	<input type="checkbox"/>	
5. Bond strength.			ASTM E 736	1704.11.5	<input type="checkbox"/>	
<b>J. Exterior Insulation and Finish Systems (EIFS)</b>				1704.12	<input type="checkbox"/>	
<b>K. Special Cases</b>				1704.13	<input type="checkbox"/>	
<b>L. Smoke Control</b>				1704.14	<input type="checkbox"/>	
<b>M. Special Inspections for Seismic Resistance:</b> Applicable to specific structures, systems, and components.						
1. Structural steel.	X		AISC Seismic	1707.2	<input type="checkbox"/>	
2. Structural wood.	X			1707.3	<input type="checkbox"/>	
3. Cold-formed steel framing.		X		1707.4	<input type="checkbox"/>	
4. Storage racks and access floors.		X		1707.5	<input type="checkbox"/>	
5. Architectural components.		X		1707.6	<input type="checkbox"/>	
6. Mechanical and electrical components.		X		1707.7	<input type="checkbox"/>	
7. Seismic isolation system.		X		1707.8	<input type="checkbox"/>	
<b>N. Structural Testing for Seismic Resistance:</b> Applicable to specific structures, systems, and components.						
1. Testing and verification of masonry materials and assemblies.				1708.1	<input type="checkbox"/>	
2. Testing for seismic resistance.				1708.2	<input type="checkbox"/>	
3. Reinforcing and prestressing steel.			ACI 318	1708.3, 1903.5.2	<input type="checkbox"/>	
4. Structural steel.			AISC Seismic	1708.5	<input type="checkbox"/>	
5. Mechanical and electrical equipment.				1708.5	<input type="checkbox"/>	
6. Seismically isolated structures.				1708.6, 1623.8	<input type="checkbox"/>	
<b>O. Structural Observations</b>				1709.1	<input type="checkbox"/>	
Applicable to specific structures.						
<b>P. Test Safe Load</b>				1712.1	<input type="checkbox"/>	
<b>Q. In-Situ Load Tests</b>				1713.1	<input type="checkbox"/>	
<b>R. Preconstruction Load Tests</b>				1714.1	<input type="checkbox"/>	
<b>S. Other (list)</b>						



## ATTACHMENT D

### PRELIMINARY PHASE 2 SCHEDULE

<b><u>Project Name</u></b>	<b><u>Design Schedule</u></b>	<b><u>Construction Start</u></b>	<b><u>Construction Complete</u></b>
Monroe High School (Part A)	2015	2016	2017
School 7	2016	2017	2018
School 16	2016	2017	2018
East High School Campus	2015	2017	2020

## ATTACHMENT E

### PROPOSER'S CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

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

*[Please Check One]*

#### PROPOSER'S CERTIFICATION

- ☐ By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.
- ☐ I am unable to certify that my name and the name of the proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
FULL BUSINESS NAME

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
Notary Public

## ATTACHMENT F

### CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (this "**Agreement**"), entered into as of [\_\_\_\_], 2016 (the "**Effective Date**"), is made by and between **ROCHESTER JOINT SCHOOLS CONSTRUCTION BOARD**, having an address at 1776 North Clinton Avenue, Rochester, New York 14621 (the "**Board**" and, as used in certain Exhibits, "**RJSCB**"), and [\_\_\_\_], a [\_\_\_\_] with an address at [\_\_\_\_] ("**Consultant**"). The Board and Consultant are sometimes referred to herein individually as a "Party", and collectively as the "Parties."

#### RECITALS

A. The Board was created, pursuant to Chapter 416, Laws of New York State 2007, as amended pursuant to Chapter 533, Laws of New York 2014 (collectively, the "**Enabling Legislation**"), to act as agent of the City of Rochester (the "City") and the Rochester City School District (the District"), to administer and govern the Facilities Modernization Program (the "**Program**").

B. Consultant is experienced in providing materials testing and special inspection services in connection with construction projects.

C. The Board desires to retain Consultant to provide certain services in connection with Phase 2a of the Program, and Consultant agrees to provide such services, in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the Board and Consultant hereby agree as follows:

1. **SERVICES.** The Board hereby retains Consultant to provide during the Term (as defined in Section 5(a)), and Consultant hereby agrees to provide to the Board, services whereby Consultant will provide materials testing and special inspections services in connection with Phase 2a of the Program, which services are more fully described on Exhibit A (the "**Services**"), in accordance with the terms and conditions of this Agreement. As used in this Agreement, "Phase 2a" means the portion of the Program described in the Request for Proposal as Phase 2a. Unless the context requires otherwise, references in this Agreement to the "Program" shall be deemed to mean Phase 2a only. The Board may, from time to time, request changes in the scope of Services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the Aggregate Payment Limit (as defined in Section 2) which are mutually agreed upon by and between the Board and Consultant, shall be incorporated in written amendments executed by both Parties.

2. **PAYMENT FOR SERVICES.**

a. **Service Fees.** Subject to the terms and conditions of this Agreement (including without limitation, Section 2(c)), the Board agrees to pay Consultant fees for Services performed

during the Term at the applicable hourly rates and unit prices set forth on Exhibit C (the “**Service Fees**”).

b. Expenses. Consultant shall be responsible for all costs and expenses incurred by Consultant in connection with the Services except for authorized out of town travel required by the Program.

c. Limitations. Notwithstanding anything in this Agreement to the contrary, unless otherwise approved by the Board in writing, the aggregate amount of Service Fees payable by the Board to Consultant pursuant to this Agreement for the Services shall not exceed \$[ ] (the “**Aggregate Payment Limit**”). If the Board pays to Consultant an aggregate amount for Service Fees equal to the Aggregate Payment Limit before the Services have been completed in full then Consultant shall continue to perform Services pursuant to and in accordance with the terms and conditions of this Agreement without further payment of Service Fees, until the Services are completed or this Agreement is otherwise terminated in accordance with Section 5.

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

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

3. **SERVICE REQUIREMENTS**. Consultant shall perform all Services in a professional and workmanlike manner using properly trained, licensed (if applicable) and qualified individuals, and by following and applying at all times the highest professional and technical guidelines and standards. Consultant shall perform all Services in compliance with this Agreement and all applicable specifications established by the Board and with all applicable statutes, acts, ordinances, laws, rules, regulations, codes and standards including, without limitation, the Enabling Legislation. Consultant shall at all times in the performance of the Services, as well as in its hiring and employment practices, fully comply with all applicable rules, guidelines and requirements set forth in the Diversity Plan and

the Business Opportunity Program applicable to the Program, as described in Exhibit E, including, without limitation, all equal employment opportunity and diversity goals referenced in, or incorporated as a part of, such Diversity Plan. Consultant shall submit all forms and documents (including, without limitation, DP forms), that the Board or its independent compliance officer may request in connection with the Diversity Plan. Unless otherwise directed in writing by the Board, Consultant shall complete the Services in accordance with the schedule and time requirements set forth in Exhibit B.

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

5. TERM AND TERMINATION.

a. Term. The term of this Agreement (the ***“Term”***) shall commence on the Effective Date and shall continue until August 31, 2020 or the earlier completion of the Phase 2a projects as defined herein, or until earlier terminated as provided herein.

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

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

6. PROPRIETARY INFORMATION.

a. Definition. Consultant and the Board acknowledge that this Agreement creates a relationship of confidence and trust with respect to all information of a confidential, proprietary or trade secret nature disclosed by or on behalf of the Board to Consultant that relates to the terms of this Agreement, the Program or the structure, organization or operation of the Board or any other information obtained or witnessed relative to the Board or the Program in connection with

Consultant providing Services hereunder ("**Proprietary Information**"). Proprietary Information shall not include (i) information generally available to the public other than by a breach of this Agreement; (ii) information rightfully received by Consultant from a third party who is lawfully in possession of the same and who is not subject to a confidentiality or nonuse obligation with respect to that information; (iii) information independently developed by Consultant or its personnel provided the person or persons developing the information have not had access to the information as received from the Board; or (iv) information already known to Consultant prior to its first receipt from the Board.

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

c. Injunctive Relief. It is hereby understood and agreed that damages shall be an inadequate remedy in the event of a breach by Consultant of this Section 6 and that any such breach by Consultant will cause the Board great and irreparable injury and damage. Accordingly, Consultant agrees that the Board shall be entitled, without waiving any additional rights or remedies otherwise available to the Board at law or in equity or by statute, to injunctive and other equitable relief in the event of a breach or intended or threatened breach of this Section 6 by Consultant or its employees, agents or subcontractors. No remedy conferred hereunder is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.

7. **INSURANCE**. Notwithstanding the provisions of Section 8 of this Agreement, Consultant shall purchase and maintain, during the Term, at its own cost and expense, the insurance coverages described on Exhibit D. Prior to the full and final execution of this Agreement by both Parties, and at any time thereafter upon the request of the Board, Consultant shall furnish to the Board certificates of insurance evidencing such insurance (with all endorsements required pursuant to this Agreement). All such policies, except workers compensation and professional liability policies, shall name the Board, the District, the City, Savin Engineers, P.C., the program manager for Phase 2 (the "**Program Manager**"), Gilbane Building Company, The County of Monroe Industrial Development Agency (or another capital bonding agency to be named by the Board), and U.S. Bank National Association (or another Trustee to be named by the Board), as additional insureds on a primary and non-contributory basis, and shall incorporate a provision requiring the giving of written notice to the Board at least 30 business days prior to the cancellation, non-renewal or modification of any such policies. Consultant shall provide a waiver of subrogation, in a form acceptable to the Board, in favor of the the Board, the District, the City, the Savin Engineers P.C., Gilbane Building Company, The

County of Monroe Industrial Development Agency (or other capital bonding agency to be named by the Board), and US Bank National Association (or other Trustee to be named by the Board), with respect to the general liability, automobile liability, excess liability and worker's compensation coverage described in Exhibit D. Upon the Board's request, Consultant will promptly provide the Board with a copy of any such policy of insurance. Consultant shall not change the terms and conditions of any insurance policy, except with prior written approval of the Board, which shall not be unreasonably withheld.

8. **INDEMNIFICATION.** To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless the Board, the District, the City, Savin Engineers P.C., Gilbane Building Company, The County of Monroe Industrial Development Agency (or other capital bonding agency to be named by the Board), and U.S. Bank National Association (or other Trustee to be named by the Board), and their respective trustees, officers, directors, employees, agents, members (including, without limitation, Board members), legal representatives, successors and assigns (collectively, the ***"Indemnified Parties"***), from and against any and all liabilities, obligations, claims, damages, demands, causes of action, losses and expenses (including, without limitation, reasonable attorneys' fees and costs of suit), whether direct, indirect or consequential, directly or indirectly relating to, arising from or in connection with: (a) any actual or alleged negligent act or omission or willful misconduct of Consultant or any of its agents, employees or subcontractors; (b) any breach by Consultant of any of its representations, warranties, covenants or obligations set forth in this Agreement; (c) any violation by Consultant or any of its agents, employees or subcontractors of federal, state or local law, rule, code, standard or regulation; or (d) any actual or alleged injuries (including death) suffered by any of Consultant's agents, employees or subcontractors, or any employees or agents of Consultant's agents or subcontractors in the course of their performance or completion of any Services or upon any premises owned, leased or controlled by the Board, the District or the City, or any Program site; provided, however, that such indemnification shall not apply to the extent any losses, damages, liabilities or expenses were caused by the negligence or willful misconduct of any Indemnified Party.

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

10. **INDEPENDENT CONTRACTOR.** Both Parties, in the performance of this Agreement, will be acting in an individual capacity and not as agents, employees, partners, joint ventures or associates of the other Party. None of the employees or agents of one Party shall be deemed or construed to be an employee or agent of the other Party for any purpose whatsoever. Neither Consultant nor any of its

agents or subcontractors has any authority whatsoever to obligate or bind the Board to any third party.

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

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

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

[signature page follows]



IN WITNESS WHEREOF, and in acknowledgment that the Parties hereto have read and understood each and every provision hereof, the Parties have executed this Agreement on the date first set forth above.

**ROCHESTER JOINT SCHOOLS CONSTRUCTION BOARD**

By \_\_\_\_\_  
Thomas Richards, Chair

[ \_\_\_\_\_ ]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT A**

### **SCOPE OF SERVICES**

Consultant shall provide the following Materials Testing and Special Inspection consulting services for the Phase 2a projects as set forth in Section 1 of the Consulting Services Agreement:

#### **1.0 SCOPE OF SERVICES**

Consultant shall have a team of qualified professionals with the necessary qualifications and credentials, training, knowledge, experience and certifications to perform all Materials Testing and Special Inspection services for the RJSCB Project as set forth herein (the "Services").

Consultant shall ensure that there is full coverage of all required testing and inspection services by at least one (1) entity or individual among the team. Consultant must provide verification that the proposed inspectors, technicians, and agent inspectors meet the minimum qualifications as established by the State of New York. Consultant's testing laboratory shall meet the basic requirements of ASTM E329 *"Recommended Requirements for Independent Laboratory Qualifications"* published by the American Council of Independent Laboratories.

Consultant, its employees, agents and subcontractors shall maintain required professional licenses, certifications and registration throughout the life of the contract with the RJSCB.

#### **Performance Requirements**

Upon 24-hours' notice from the Construction Manager (CM) and/or Prime Contractor, Consultant shall respond to the project site to perform test and inspection services as requested.

Consultant may be required to visit multiple sites, have personnel assigned at multiple sites and/or perform multiple types of inspections on the same day. Consultant shall submit, within 48 hours or in accordance with the time period set forth herein, a certified, typed report of each inspection, or similar service to the CM, Architect, PM, and Prime Contractor. Consultant shall provide a draft report to the CM and the Prime Contractor at the conclusion of each inspection or test. The Service Provider shall maintain a log at the project site of all visits, inspections, field observation, samples collected and deficiencies noted.

Consultant's team members brought forward as part of the proposal process will be assigned to the Program through completion. Consultant shall respond to the CM, Architect, PM, Prime Contractor, and/or RJSCB in a timely manner.

#### **The Service Provider's staff shall:**

- Cooperate with the RJSCB, PM, RCSD, Architect/Engineer, CM, and affected Prime Contractors.
- Provide qualified personnel, as required, upon notice.
- Perform the required test and inspection services pursuant to governing federal, state, local laws, ordinances, rules, regulations, codes, standards and guidelines ("Applicable Law").
- Comply with standard specifications and industry standards.
- Ascertain compliance of work and materials with the requirements of the Contract Documents.

- Keep records and submit reports as required.

## 2.0 DETAILED SCOPE OF SERVICES:

**Materials Testing and Special Inspection Services:** A general list of required testing and inspection services may include some or all of the services outlined below.

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

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

Materials Testing services include but are not limited to the following:

### 1. Concrete:

- Concrete/Gunite Compression ASTM C39
- Compressive Strength Tests of Concrete, Mortar, and Grout
- Concrete/Shotcrete Cores ASTM C42
- Lightweight Concrete Compression ASTM C495
- Flexural Test ASTM C78/Strength Determinations of Concrete
- Non-shrink Grout ASTM C1107
- Unit Weight of Hardened Concrete ASTM C567
- Drying Shrinkage ASTM C157
- Moisture/Vapor Emission & Ph ASTM F1869
- Laboratory Trial Batch ASTM C192
- Fully-Equipped ASTM C1077-87 Laboratory
- Mix Design Review and Design for Asphaltic Concrete, Concrete, Grout, Gunite, Mortar, and Shotcrete
- Selected Asphaltic Concrete Testing
- Complete Aggregate Quantitative/Qualitative Testing
- Epoxy Coating Thickness
- Floor Flatness/Levelness.

### 2. Masonry:

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

3. Steel:

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

4. Fire Resistive Materials:

- Cementitious Fireproofing density UBC 736
- Cementitious Fireproofing Adhesion/Cohesion UBC 736
  - Cementitious Spray Applied Fireproofing
  - Intumescent Paint Thickness
  - Intumescent Fireproofing
- Fire Caulk/Fire-stopping.

5. Soils:

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

6. Other Services:

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

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

1. Concrete Inspection:

- Reinforcing Steel ID and Sampling
- Reinforcing Steel Placement
- Pre- and Post-Tension Stressing:
  - For additional requirements see Appendix 'D' to the Request for Proposal
- Placement and Sampling

- Shotcrete.

2. Masonry Inspection:

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

3. Structural Steel:

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

4. Groundwater:

- Vapor Intrusion.

5. Vibration Monitoring

6. Other Special Inspections:

- Vapor Barrier Laydown
- Roofing
- Waterproofing
- Crack Monitoring.

### 3.0 DISTRIBUTION OF REPORTS

Consultant shall submit reports to the CM, Licensed Design Professional (Architect), PM, and Prime Contractor within 48 hours of when sample analysis results are completed. Legible handwritten reports may be submitted if final typed copies are not available.

### 4.0 FINAL REPORT OF SPECIAL INSPECTIONS

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

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

## **5.0 COMMUNICATION**

Consultant shall immediately notify the CM, Architect, PM, Prime Contractor, and the RJSCB by telephone and via e-mail of test results failing to comply with the requirements of the Contract Documents.

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

## **6.0 RJSCB RESPONSIBILITIES**

RJSCB shall provide Consultant with a complete set of Contract Documents sealed by the Licensed Design Professional and approved by the New York State Education Department.

## **7.0 PRIME CONTRACTOR RESPONSIBILITIES**

The Prime Contractor(s) shall cooperate with Consultant and its agents so special inspections and testing may be performed without hindrance.

The Prime Contractor shall notify Consultant at least 24 hours in advance of a required inspection or test.

The Prime Contractor shall provide incidental labor and facilities to provide access to the work to be inspected or tested; to obtain and handle samples at the site or at the source of the products to be tested; to facilitate tests and inspections, and shall provide for storage and curing of test samples.

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

The Prime Contractor shall keep the latest set of Construction Drawings, field sketches, accepted shop drawings, and specifications at the project site for field use by the Special Inspectors and Testing Technicians. The Prime Contractor shall perform remedial work if required and sign non-conformance reports stating remedial work has been completed. The Prime Contractor shall submit signed reports to Consultant as the work proceeds.

The testing and inspection program shall not relieve the Prime Contractors of their obligation to perform work in accordance with the requirements of the Contract Documents or from implementing an effective Quality Control Program. The Prime Contractors shall be solely responsible for construction site safety.

## **EXHIBIT B**

### **SCHEDULE OF SERVICES**

Consultant will begin work immediately upon contract award by the RJSCB, anticipated for 12 September 2016.

#### **PRELIMINARY PHASE 2 SCHEDULE**

<b><u>Project Name</u></b>	<b><u>Design Schedule</u></b>	<b><u>Construction Start</u></b>	<b><u>Construction Complete</u></b>
Monroe High School (Part A)	2015	2016	2017
School 7	2016	2017	2018
School 16	2016	2017	2018
East High School Campus	2015	2017	2020

## EXHIBIT C

### COST OF SERVICES

#### RSMP – MATERIALS TESTING AND SPECIAL INSPECTION SERVICES

Acknowledgement of allowance of \$2,000 for participation in the Business Opportunities Program as described in the RFP.

\_\_\_\_\_  
Authorized Signature

INSPECTION AND TESTING – ITEM DESCRIPTION		
	PER UNIT	COST/UNIT
<b>1. SOILS &amp; FOUNDATION</b>		
A. Inspections – Full Day	per diem	
B. Inspections – Half Day	per diem	
C. Modified Proctor Tests		
D. Gradation & Sieve Analysis		
E. Compaction Testing (minimum 10 tests/callout)		
F. Moisture Content		
G. Footing bottom / Bearing capacity tests		
H. Other anticipated soils/foundation testing		
<b>2. CAST-IN-PLACE CONCRETE</b>		
A. Rebar Inspection and Pre-placement – Full Day	per diem	
B. Rebar Inspection and Pre-placement – Half Day	per diem	
C. Batch Plant Inspection – Half Day	per diem	
D. Cast-in-Place Inspection and sampling – Full Day	per diem	
E. Compressive Strength Tests (cylinders)	each	
<b>3. MASONRY</b>		
A. Inspections – Full Day	per diem	
B. Inspections – Half Day	per diem	



C. Compressive Strength Tests – Mortar cylinders		
D. Compressive Strength Tests – Grout prisms		
E. Composite Masonry Prisms		
F. In-place Shear Strength Tests		
<b>4. STRUCTURAL STEEL</b>		
A. Inspection – Full Day	per diem	
B. Inspection – Half Day	per diem	
C. Shop Inspection – Full Day	per diem	
D. Shop Inspection – Half Day	per diem	
E. Torque Testing	Per diem	
F. Magnetic Particle Testing	lump sum	
<b>5. ASPHALT</b>		
A. Inspections – Full Day	per diem	
B. Inspections – Half Day	per diem	
C. Mix Density Test (Marshall Test)	each	
D. In-Place Density using Nuclear Density Meter	each	
E. Core Sampling and Testing	each	
<b>6. FLOOR FLATNESS</b>		
A. Surveys	per diem	
B. Equipment	lump sum	
<b>7. FIRE-RESISTANCE</b>		
A. Sprayed Fire-Resistance (Thickness & Density)		
B. Adhesion / Cohesion		
C. Intumescent Paint Thickness Check		
D. Intumescent Fireproofing		
<b>8. FIRE-STOPPING</b>		

A. Fire Caulk Testing/Inspection		
<b>9. OVERSIGHT OF TESTING &amp; INSPECTION TEAM</b>		
A. New York State Licensed Professional Engineer		
B. New York State E.I.T. / Project Manager		
<b>10. OTHER INSPECTION &amp; TESTING SERVICES (List)</b>		
A. Drilled Piers		
B. Pre-cast concrete items		
C. Pre-stressing Techniques & Installation		
D. Tendons & Anchorages		
E. Grouting of Tendons		
F. Welding of Reinforcing Bars		
G. Pre-stressing Force Measurements		
H. Seismic Resistance		
I. Cold-Formed Steel Framing		
J. Structural Wood		

## EXHIBIT D

### INSURANCE REQUIREMENTS

Consultant shall obtain and maintain the following insurance with limits not less than those indicated as follows:

a) Workers' Compensation Insurance (and such other forms of insurance which Program Provider is required by law to provide) covering all employees engaged in the Services hereunder in accordance with the statutory requirements of the jurisdiction in which such Services are to be performed.

(b) General Liability Insurance (including contractual liability coverage and completed operations coverage) with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

(c) Automobile Liability insurance covering all motor vehicles owned or leased engaged in the performance of Services hereunder. Limits of liability shall not be less than one million dollars (\$1,000,000) combined single limit, for the accidental injury to or death of one or more persons or damage to or destruction of property as a result of one accident.

(d) Excess Liability Insurance above the amounts specified in (b) and (c) of this Exhibit "D" in the amount of five million dollars (\$5,000,000).

(e) Professional Liability Insurance with a combined single limit of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.

(f) Employer's Liability Insurance with a limit of not less than five hundred thousand dollars (\$500,000) for each accident to or death of an employee.

#### **Summary of Commercial General Liability Limits:**

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

## EXHIBIT E

### EQUAL EMPLOYMENT OPPORTUNITY AND RSMP DIVERSITY PROGRAM

#### EQUAL OPPORTUNITY

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

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

The RJSCB is committed to providing Women, Minorities, Women and Minority-Owned Businesses, and Disadvantaged Businesses with equal opportunities in the performance of contracts. In order to achieve the Business Development goals of the Program, each contractor, supplier, professional service firm or other business providing goods or services with a Board contract of \$25,000 or more (and \$100,000 or more for construction services), shall strive to and use best efforts to meet the above stated commitment of the RJSCB regarding the participation and use of Women, Minorities, Women and Minority Owned Business and disadvantaged Businesses.

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

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

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

- Minority-Owned Business entities shall participate in a minimum of 17 % of each contract or purchase order;

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

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

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

#### **BUSINESS OPPORTUNITY PROGRAM (BOP)**

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

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

#### **BOP Allowance**

Consultant shall be required to provide the firm's 'key staff' to provide periodic training/instruction/support activities related to the RJSCB's new BOP initiative.