

Resolution 2012-13: 50
Commissioning Agent – Request for Proposals, Revised

By Board Chair Giess

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

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

WHEREAS, the Act authorized up to 13 projects in Phase I of the Rochester Schools Modernization Program (“RSMP”) including a District Wide Technology program which involves technology upgrades and infrastructure work at each of the 12 school projects identified in Phase 1; and

WHEREAS, the RJSCB, upon the recommendation of its Program Manager, has determined a need for a Commissioning Agent Consultant to provide a single point of contact for all equipment and mechanical systems related components that are part of the Rochester Schools Modernization Program (“RSMP”), to ensure seamless integration in all schools; and

WHEREAS, the RJSCB previously issued an RFP for Commissioning Agent Consultant Services in January 2012 (Resolution 2011-12: 62); and

WHEREAS, the RJSCB’s Executive Director received proposals on February 2, 2012 per the RFP, and along with the Program Manager, identified the most qualified candidates, and conducted interviews with four firms on March 8, 2012; and

WHEREAS, following the interviews on March 8, 2012, the RJSCB directed the Program Manager to further refine the scope of work included in the RFP and to re-issue it to those four candidates who were identified as the most qualified and cost effective respondents from the original RFP; and

WHEREAS, the RJSCB’s Program Manager has now prepared a revised Request For Proposal (an “RFP”) for a Commissioning Agent Consultant that requires the responding firms to set forth their fee proposals for a specific scope of work (a copy of the RFP is attached hereto); and

WHEREAS, the MWBE and Services Procurement Committee (Committee member Castro and Board member Roulin) has reviewed the revised RFP for a Commissioning Agent Consultant Services at its meeting on October 11, 2012 , and agreed to forward the revised RFP to the full Board for review and approval;

THEREFORE, BE IT RESOLVED:

1. The revised RFP for Commissioning Agent Consultant Services is approved for issuance on October 16, 2012 to those four firms identified during the original RFP process as the most qualified candidates.

2. The MWBE and Services Procurement Committee, with the advice and recommendations of the Program Manager, is authorized on behalf of the RJSCB to review the RFP responses, reduce the list of firms to be interviewed if appropriate, participate along with other RJSCB board members in the interviews of the Commissioning Agent consulting firms, and recommend to the RJSCB the most qualified candidate(s).

Second by Board Member Brown

Approved 4-0 with Members Roulin and Underwood away

RSMP

REQUEST FOR QUALIFICATIONS / PROPOSALS

COMMISSIONING AGENT CONSULTANT

ROCHESTER SCHOOLS MODERNIZATION PROGRAM

**ROCHESTER JOINT SCHOOLS
CONSTRUCTION BOARD**

Issue Date: October 16, 2012

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1. Purpose of Request:

The Rochester Joint Schools Construction Board (RJSCB) is seeking proposals from qualified professional firms to act as Commissioning Agent Consultant for the Rochester Schools Modernization Program (RSMP). The purpose of this role is to provide a single point of contact for all Commissioning Services and related coordination requirements that are part of the RSMP, to ensure contractor adherence to systems as specified by the MEP engineers of record, evaluate system performance, confirm sequence of operation, and monitor system and equipment start ups.

The Rochester Joint School Construction Board is seeking qualifications and proposals from experienced consultants for Commissioning Services to include, but not be limited to the commissioning of the MEP and certain technological improvements at the following schools:

Phase 1A schools:

- Enrico Fermi School no. 17 (K-8)
- Henry Hudson School no. 28 (K-8),
- Helen Barrett Montgomery School no. 50 (K-8),
- World of Inquiry School no. 58 (K-12),
- Charlotte HS (9-12),
- Franklin HS [two secondary school program] (9-12).

Phase 1B schools:

- John Williams School no. 5 (K-8)
- James P.B. Duffy School no. 12 (K-8)
- ~~East HS~~ **Not Included in Contract**
- Edison HS
- ~~Jefferson HS~~ **Not Included in Contract**
- Monroe HS

Mechanical, Electrical, and Plumbing plans and specifications are available at the following **website: www.rjscb.org**.

Commissioning Services are to be coordinated with the school design and construction schedule included herein. Additional responsibilities include but are not limited to the scope of work defined in section 4 and the attached Consultant Form of Agreement included as part of this request. The services to be provided will include compliance with RJSCB approved budget, compliance with all due dates and deadlines, coordination with RCSD internal departments and outside consultants, as well as monitoring of all required policies and procedures for the proper and successful administration under the direction of the RJSCB.

Phase 1 of the RSMP is a \$325 million, 12-project program governed by the RJSCB to modernize the Rochester City Schools. However, only ten [10] of the schools are included in this RFP. The services will be implemented over approximately a three-year period, based on the program schedule developed by the Program Manager (Gilbane/Savin)

2. District Information:

The Rochester City School District is located in western New York State on the south shore of Lake Ontario and is bisected by the Genesee River. The RCSD has a city population of over 200,000 and a metropolitan population of over 700,000.

The RCSD serves approximately 32,000 students in pre-Kindergarten through grade 12 and an additional 15,000 adult students in continuing education programs. It operates 39 elementary schools, 13 secondary schools, one adult/family learning center, and several alternative education programs. RCSD currently employs approximately 6000 full-time employees.

3. RJSCB Information:

The seven-member RJSCB oversees the RSMP, which is a three-phase joint initiative of the Rochester City School District and the City of Rochester to update and improve school facilities. This estimated \$1.2 billion program is expected to span about 15 years. This RFP applies to Phase I only and pricing is being requested for the ten (10) projects indicated in Phase 1. These projects are divided into two groups: Phase 1A that is currently in the construction document or construction phase and Phase 1B that is in the schematic design phase. The Board reserves the right to award commissioning contracts to more than one consultant if it deems it is in the best interest of the program.

4. Integration of Scope

4.1 Scope Overview:

The selected Commissioning Agent (Cx) Consultant shall be responsible for providing commissioning support as follows:

Mechanical, Electrical, and Plumbing plans and specifications are available at the following website: www.rjscb.org

1b Schools—Cx services will begin during the design phase, continue through construction phase, post-construction operations and warranty period. It will consist of work in the total or part(s) of an identified Project as described in the Project Narrative.

1a Schools - Cx services will begin during construction phase, continue through post-construction operations and warranty period. It will consist of work in the total or part(s) of an identified Project as described in the Project Narrative.

These services will be provided in collaboration with the design teams, construction manager, and contractors. Commissioning services shall be implemented in phases as determined by the Program Manager and as necessary for the execution / completion of the work.

Professional fees for services should be based on providing commissioning services for the ten (10) projects indicated in Phase 1 and be listed by school in your response. The Board reserves the right when making its selection to assign all to one Cx or divide the work among multiple Cx.

Firms acting as an engineering consultant or engineer of record on any of the projects in Phase 1 of the Rochester School Modernization Program are excluded from proposing on the commissioning services for that particular project.

Following table indicates the ten projects included in Phase I of the Facilities Modernization Program (FMP) that are a part of the scope of this RFQ/RFP:

Task	School	Design Schedule	Construction Schedule
1	5	11/1/12 to 2/28/13	7/1/13 to 8/30/14
2	12	11/1/12 to 2/28/13	7/1/14 to 8/30/15
3	17	N/A	7/1/12 to 8/30/13
4	28	11/1/12 to 12/31/12	7/1/13 to 8/30/14
5	50	N/A	7/1/12 to 8/30/13
6	WOI 58	AC. 11/1/12 to 12/31/12	10/1/12 to 8/30/14
7	CHARLOTTE	N/A	7/1/12 to 8/30/13
8	MONROE	11/1/12 to 4/30/13	7/1/14 to 8/30/15
9	EDISON	11/1/12 to 2/28/13	7/1/13 to 8/30/15
10	FRANKLIN	Aud. 11/1/12 to 4/30/13	7/1/13 to 1/31/14

4.2 Detailed Scope:

The detailed scope of services is contained in Exhibit A attached.

5. RFQ/RFP Review Criteria:

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

1. Relevant Commissioning Agent Consultant service experience in K-12 school work over the past 10 years.
2. Experience on previous New York State Education Department (SED) projects with comparable commissioning scope, budget, size and schedule.
3. Experience in K-12 school work in the upstate New York state area.
4. Location of business operations for team members in the greater Rochester area.
5. If partnering with another firm or consultant, whether the team members have worked together on previous projects.
6. Specific team members assigned to the project along with their professional background, experience and qualifications.
7. K-12 owner references received on behalf of the firm, as well as, for the individual project team members.
8. (Not Used).
9. Ability to meet the goals set forth in the Preliminary Diversity Plan.

Service Performance Criteria:

- Demonstration of experience working with user groups
- Flexibility to the Owner's Changes
- Adherence to the Project Schedule
- Coordination with Project Management Team

Overall:

- Total school districts the Consultant provided Commissioning Agent services in the last 5 years.
- Was Consultant able to assist design teams, District's school administrative staff and facilities in answering questions related to scope, system operations, and sequence of operations, training schedule, and logistics associated with commissioning operations procedures?

The RJSCB, with its Program Manager (Gilbane/Savin), will evaluate proposals based on the experience and demonstrated abilities of the firms with respect to the above listed criteria. Based on the RFP responses, the RJSCB may interview as many firms as it deems necessary to determine which firm can provide the most effective services as an experienced Commissioning Agent Consultant. **Minority-owned and women-owned firms are encouraged to respond. See the RJSCB's Equal Opportunity statement in Section 11 of this RFP.** Contracts will be negotiated with the successful firms after approval of award by the RJSCB.

6. Submittal Requirements:

6.1 Submission:

All of the requested information and fee proposals must be submitted in ten (10) hard copies and one electronic copy and received in the RJSCB office, which is located at 1776 North Clinton Avenue, Rochester, NY 14621, by Noon on October 26, 2012, Attention Tom Renauto, Executive Director and Procurement Officer.

6.2 Statement of Qualifications:

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

(To be submitted upon proposer's stationary and submitted with the proposal)

All questions must be answered and the data given must be clear and comprehensive. The proposer may submit any additional information he/she desires.

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

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

6.3 Fee Proposal

Proposer shall complete Attachment 'A-1', Fee Submittal Form and Attachment 'A-2' Hourly Rate, include within its proposal response to this RFQ/RFP.

6.4 Preparation Costs:

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

7. Insurance Requirements:

7.1 Insurance Policies:

The Commissioning Agent Consultant contract that will be developed for the work on this program will have following insurance requirements. All respondents to this RFP are presumed to be able to meet the 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:	\$300,000.00
Medical Payments, any one person:	\$10,000.00

<u>Business Automobile:</u>	\$1 million per accident
<u>Professional Liability Insurance:</u>	\$1 million per claim/ \$2,000,000 aggregate
<u>Workers' Compensation:</u>	Statutory amount
<u>Employer's Liability:</u>	\$500,000.00
<u>Excess/Umbrella (for general aggregate and auto liability only):</u>	\$5 million

The RJSCB shall be a certificate holder and an additional named insured on such policies on a primary and non-contributory basis. The selected firm will be required to furnish the RJSCB with a certificate of insurance evidencing that it has complied with the obligations under this section of the RFP. In addition, the selected firm shall require its subconsultants, 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. 30 Days Notice of Cancellation is required. Selected firms are responsible for the payment of all insurance premiums. The City of Rochester, Rochester City School District, Gilbane Building Company, Savin Engineers, P.C., County of Monroe Industrial Development Agency (COMIDA), Deutsche Bank Trust Company Americas, and the Project's Architect and Construction Manager firms, must be named as additional named insured on such policies as well. The Project Architect and Construction Manager firms are as follows:

Project	Architect	Construction Manager
5	Young + Wright Architectural	The Pike Company
12	SEI Design	The Pike Company
17	SWBR Architects	The Pike Company
28	LaBella Associates	LeChase Construction
50	Clark Patterson Lee	The Pike Company
58	JCJ Architecture	LeChase Construction
Franklin	Young + Wright Architectural	Campus CMG
Charlotte	CJS Architects	Campus CMG
Edison	LaBella Associates	LP Ciminelli
Monroe	CJS Architects	Campus CMG
DWT	Consultant: Millennium Strategies	

7.2 Indemnification & Hold Harmless:

The selected firm will be required to indemnify, defend and save harmless the RJSCB, the City of Rochester, the Rochester City School District, Gilbane Building Company and Savin Engineers P.C., their officers, agents, and employees as set forth in the indemnity provision in the attached form agreement.

8. Interview Process:

Proposals will be reviewed and firms will be notified on October 29, 2012 regarding interviews that are scheduled for October 31, 2012. Final selection of the firms will occur at the RJSCB meeting on November 5, 2012.

9. Commitment:

The RJSCB expects that team members brought forward as part of the proposal process will be assigned to the program through completion. The RJSCB also expects that the duties will be performed by a sufficient local staff and that this staff will respond to the Program Manager in a timely manner.

10. Questions:

In lieu of a pre-proposal conference, any questions regarding the RFP or selection process should be submitted via email to Tom Renauto, Executive Director and Procurement Officer (trenauto@aol.com) by Noon on October 19, 2012. Submitted questions and answers will be provided to all solicited firms via email by Noon on October 20, 2012 barring any unforeseen circumstances.

11. Equal Opportunity:

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

This opportunity for full participation in our free enterprise system by persons traditionally, socially and economically disadvantaged is essential to obtain social and economic equality. Accordingly, the RJSCB fosters and promotes the participation of such individuals and business firms in contracts with the RJSCB. Each firm for this undertaking should acknowledge its understanding and support of the social policy herein stated and will be expected to demonstrate its efforts to solicit the participation of such individuals as partners, and/or employees. In this regard, the RJSCB expects a 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 goal of the Program, each contractor, supplier, professional service firm or other business providing goods or services with a Board contract of \$20,000 or more shall strive to and use best efforts to meet the above stated commitment of the RJSCB regarding the participation and use of Women, Minorities, Women and Minority Owned Business and disadvantaged Businesses. One of the principal goals of the RJSCB is to support workforce development and the creation of diversification opportunities. As such, all contractors, suppliers, professional service firms and/or other business entities providing goods or services under a RJSCB contract of \$20,000 or more shall agree to comply with the following workforce diversity rules and requirements:

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

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

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

The RJSCB reserves the right to revise, adjust and/or modify the above goals for contracts awarded at a later date in Phase I of the RSMP and for contracts awarded in Phases II and III of the RSMP. Any firms requiring assistance in meeting the above commitments of the RJSCB can contact the Independent Compliance Officer (ICO) Mr. Windell Gray at 585-338240.

All firms responding to this RFQ/RFP are required to describe their proposed M/WBE sub-consultant plan in detail, including company information and the role of each proposed sub-consultant. In addition, firms are required to fill out, as part of their proposal, the attached DDP-1 Form detailing their M/WBE sub-consultant plan. The detailed sub-consultant Plan and DDP-1 **must** be included with the proposal and will be a component of the review and consideration of each proposal.

12. 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 contacts 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.

The form of agreement between the RJSCB and the Commissioning Agent Consultant will be the **Consultant Form Agreement**, attached as Exhibit B. The terms of that Agreement are non-negotiable. The Agreement will allow for submittal of monthly invoices.

APPENDIX A

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 and agreement 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 understanding and agreement to comply with procedures on procurement lobbying restrictions regard permissible contacts in the Restricted Period for a Procurement Contract in accordance with State Finance L §139-j and §139-k:

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

BY

*LEGAL NAME OF FIRM OR CORPORATION

AUTHORIZED SIGNATURE

ADDRESS

TYPED NAME OF AUTHORIZED SIGNATURE/TITLE

CITY, STATE, ZIP CODE

TELEPHONE/DATE

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

APPENDIX B

**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.

NAME OF FIRM OR CORPORATION

AUTHORIZED SIGNATURE

ADDRESS

NAME OF AUTHORIZED SIGNATURE/TITLE

STATE, ZIP CODE

PHONE/DATE

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

APPENDIX C

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: _____

Contract Procurement Number: _____

Date: _____

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

(Please circle):

No

Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §135?

(Please circle):

No

Yes

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

No

Yes

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

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

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

No

Yes

6. If yes, please provide details below:

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

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-1:
FEE SUBMITTAL FORM**

FIRM NAME: _____
 ADDRESS: _____
 TEL./FAX/E-MAIL: _____

The Commissioning Agent Consultant acknowledges receipt of the RFQ/RFP for the solicitation of qualificatic and proposals from an experienced commissioning agentservices consultant. This proposer represents by this submission and response that it understands the scope of services reflected in this document and the consultai form of agreement included as part of this RFQ/RFP by reference and will provide the experience and resourc required the perform those scope of services.

The proposer acknowledges receipt of addendum/addenda to this RFQ/RFP issued on the following date(s): _____, _____, _____, _____. If none were issued indicate not applicable [NA].

VALUE NOT TO EXCEED PRICE PROPOSAL FOR ALL REQUIREMENTS OF THIS RFQ/RFP PER EACH OF THE PHASE ONE SCHOOLS LISTED:

Phase 1A:

Schools	Fee (\$)	Estimated Reimbursables (\$)
# 17 – ENRICO FERMI	\$	\$
# 28 – HENRY HUDSON	\$	\$
# 50 – MONTGOMERY	\$	\$
# 58 – WORLD OF INQUIRY	\$	\$
CHARLOTTE HS	\$	\$
FRANKLIN HS	\$	\$

Phase 1B:

Schools	Fee (\$)	Estimated Reimbursables (\$)
# 5 – Williams School	\$	\$
# 12– Duffy School	\$	\$
EDISON HS	\$	\$
MONROE HS	\$	\$

PROPOSAL AUTHORIZED BY: _____
 DATE: _____

**ATTACHMENT A-2:
HOURLY RATES**

Approved Additional Services provided by Consultant shall be compensated per the following hourly rates.

Position:	Hourly Rates (\$):
1. Principal	
2. Dept. Leader & Senior Staff	
3. Project Manager	
4. Project Engineer	
5. Senior Technical Staff	
6. Technical Staff - Level 1	
7. Technical Staff - Level 2	
8. Technical Support	

Hourly rates for additional professional services as indicated shall remain in effect through _____. The Consultant may seek to adjust rates each year after this period to reflect standard cost of living increases to offset annual inflation. No rate adjustment shall exceed 5% during any given year. All adjustments are subject to approval by the RJSCB.

Unless otherwise specifically set forth herein or unless a stipulated sum is otherwise agreed to by the parties in writing, the Consultant shall be compensated for Additional Services provided in accordance with this Agreement at the hourly rates set forth in Exhibit A-2 (Hourly Rates) attached and incorporated by reference. Upon the written authorization from the RJSCB, the RJSCB shall make an aggregate allowance available to the Consultant for Additional Services.

ATTACHMENT B PROJECT NARRATIVES

ENRICO FERMI No. 17

Located in the northwest area of Rochester, Enrico Fermi School No. 17 is a Pre K – 6 school with a current enrollment of 561 students. Constructed in 1967, the building is a three-story construction and contains approximately 77,111 square feet of building space. Additionally, the school utilizes four transportable classroom units that total approximately 4,584 square feet. The building sits on a 5.40 acre site, has 32 parking spaces, playground space, an athletic field and basketball court. The buses load/unload on the service drive located on site to the North of the school building. A 3.76 acre city park sits adjacent to the school to the east.

The school presently contains 37 general classrooms, most of which meet today's standard. Common spaces include a cafeteria, gymnasium and library. The stage located in the cafeteria allows the lunchroom to double as an auditorium/performing arts venue. School No. 17 presently houses a universal Pre K program, a Montessori Pre K/Kindergarten, the Unity Health Orchard Street Community Health & Family Center and a dental clinic run by the Eastman Dental Center's Department of Community Dentistry. It offers a bilingual program for native Spanish speakers: Kindergarten through grade 6; has the District's only elementary school string orchestra, taught by personnel from the Eastman School of Music; and has a primary and intermediate vocal chorus.

The proposed scope of work for this facility is driven by its conversion to a 3-strand (3 classrooms per grade level) K – 8 building. Approximately \$2.3 million in infrastructure work has been identified to repair and replace deficient and outdated systems in the school's physical plant. Exterior rehabilitation work includes some window replacement, replacing the doors, and rehabilitation and repairs to the existing precast concrete wall system.

The final design incorporates some new classrooms and a large building addition for a new cafeteria and gymnasium on the east side of the facility bounded by Saxton Street. A new vestibule has been added between the existing main facility and a cluster of kindergarten rooms to create a new main entrance. Due to the limited amount of land available, the design includes land-use modifications to adjust for the impact of the building addition to recreational areas, play fields, green space, pedestrian circulation and parking. A landscaped buffer is maintained between the new addition and Saxton Street. Adjacent parkland access from the school site has been improved. Acquisition of two parcels (located north) between the school facility and Jay Street created an opportunity to improve and expand available parking on site for staff and visitors. A dedicated service and loading area has been added on the Saxton Street side. The existing bus loop extending from Orchard Street to Saxton Street (north of school) is to be upgraded with new fencing, curb cuts, roadways and improved drainage. All fencing, curb cuts and landscaping are being designed to compliment adjacent properties and provide adequate buffers.

Master plan construction budget for School # 17 includes the following:

Renovation work	\$7.88 million
New addition	\$8.78 million
Sitework	\$2.34 million
Assumed Construction Total	\$19.0 million

Schedule milestones for this project are as follows:

Start Program Verification	3/1/11
Start Schematic Design	7/1/11
Start Design Development	9/1/11
Start Contract Documents	12/1/11
Submit for SED Approval	2/15/11
SED Approval	3/15/12
Bid documents complete	4/1/12
Contract Award	6/1/12
Start Construction	7/1/12
Complete Construction	7/31/13
Complete Closeout	8/30/13

HENRY HUDSON SCHOOL No. 28

Located in the northeast area of Rochester, Henry Hudson School No. 28 is a K – 6 school with a current enrollment of 624 students in kindergarten through grade 6. This two-story, 101,370 square foot building was constructed in 1969. The building sits on a 5.80 acre site. It has 56 parking spaces, playground space, an athletic field, baseball diamond, and basketball court. The buses unload in a loop off the south face of the school along Humboldt Street. A 1.4 acre city park sits adjacent to the school to the northeast.

The school presently contains 32 general classrooms, most of which meet today's standard except for classroom daylight. Common spaces include a cafeteria, gymnasium, a state-of-the-art computer lab as well as a mobile lab; and computers with online access in all classrooms and the library. The stage located in the cafeteria allows the lunchroom double as an auditorium/performing arts venue. School No. 28 offers a bilingual program and provides additional support through English for Speakers of Other Languages (ESOL) classes; offers self-contained and inclusive opportunities for students with autism and additionally offers inclusion opportunities at all grade levels for students with learning disabilities and other cognitive deficits; the Major Achievement Program (MAP), which provides students with opportunities for acceleration and enrichment; formal band instrument lessons for students in grades 4-6, and after-school learning and recreation opportunities.

The proposed scope of work for this facility is driven by its conversion to a 3-strand (3 classrooms per grade level) K – 8 building. Proposed building rehabilitation work includes alterations to reconfigure and/or renovate the entire building. Approximately \$2.3 million in infrastructure work has been identified to repair and replace deficient and outdated systems in the school's physical plant. Interior rehabilitation work includes removal and replacement of interior finishes, doors, HVAC, plumbing and electrical systems and asbestos abatement. Exterior rehabilitation work includes complete window and exterior door replacement and rehabilitation of the precast concrete wall system with an option to look at replacement.

There are three small two-story additions needed to meet the model program needs of a K – 8 school. Site work proposed at this school includes additional parking on the west side of the building. . Additional parking needed may be accommodated thru lease of space in an existing parking lot located approximately 2 blocks from the school site.

Master plan construction budget for #28 includes the following:

Renovation work	\$15.51 million
New additions	\$2.9 million
Sitework	\$1.59 million
Assumed Construction Total	\$20.0 million

Schedule milestones for this project are as follows:

Start Program Verification	3/1/11
Start Schematic Design	6/1/11
Start Design Development	1/27/12
Start Contract Documents	5/9/12
Submit for SED Approval	12/31/12
Final SED Approval	1/15/13
Bid documents complete	2/15/13
Contract Awards	4/15/13
Start Construction	7/1/13
Complete Construction	6/1/14
Complete Closeout	8/30/14

HELEN BARRETT MONTGOMERY SCHOOL No. 50

Located in the northeast area of Rochester, Helen Barrett Montgomery School No. 50 is a K – 6 school with a current enrollment of 530 students. A single-story building, School No. 50 contains approximately 55,832 square feet of building area. Constructed in 1956, the building sits on a 6.54 acre site. It has 55 parking spaces, playground space, an athletic field and a baseball diamond. The buses currently unload in a loop off the north face of the school along Rau Street.

The school presently contains 25 general classrooms, most of which meet today's standard. Special programs offered include the Major Achievement Program (MAP) for grades 4-6, Learning English through Academic Program (LEAP) for grades K-3, and English for Speakers of Other Languages (ESOL) for all grades. Common spaces include a cafeteria, gymnasium, library, and a computer lab as well as mobile computer laptop stations. The existing school building does not have a stage or defined auditorium.

The proposed scope of work for this facility is driven by its conversion to a 3-strand (3 classrooms per grade level) K–8 building. Proposed building rehabilitation work includes alterations to reconfigure approximately 15,000 square feet of existing building area and renovation of approximately 31,000 square feet of existing building area. Approximately \$2.4 million in infrastructure work has been identified to repair and replace deficient and outdated systems in the school's physical plant. Interior rehabilitation work includes removal and replacement of interior finishes, doors, HVAC, plumbing and electrical systems and asbestos abatement.

A total of 53,331 square feet of additions to add needed classroom spaces, a large gymnasium addition, and a new kitchen are required to meet the model program needs of a K–8 school. Following construction, the closing of Lehigh Street is being requested to provide for additional field area to make up for some of the field space being taken by the building additions. Additional parking along Reliance St. is proposed to address the parking deficiency as the projected parking demand exceeds the currently available on-site parking. The exterior of the existing school facing Seneca Avenue and Lehigh Street will remain largely unchanged. The exterior façade of the existing school building along Reliance Street will be slightly changed by the classroom addition.

Master plan construction budget for #50 includes the following:

Renovation work	\$3.6 million
New addition	\$11.7 million
Sitework	\$1.1 million
Assumed Construction Total	\$16.4 million

Schedule milestones for this project are as follows:

Start Program Verification	3/1/11
Start Schematic Design	6/1/11
Start Design Development	8/1/11
Start Contract Documents	11/1/11
Submit for SED Approval	2/15/11
SED Approval	3/15/12
Bid documents complete	4/1/12
Contract Award	6/1/12
Start Construction	7/1/12
Complete Construction	7/31/13
Complete Closeout	8/30/13

WORLD OF INQUIRY SCHOOL No. 58

Located in the south area of Rochester, World of Inquiry School No. 58 is presently a K – 8 school. The school current enrollment is 476 students. A two-story building with a basement, School No. 58 contains approximately 106,5 square feet of building area. It is an Expeditionary Learning school, using inquiry-based learning that is interactive, experiential, and exploratory. The District’s initiative is to “grow” this school to become the first K – 12 school in the district. It has been “growing” this school by adding an additional grade level each year.

Constructed in 1915, the school presently contains 23 general classrooms, most of which are smaller than today standard. Common spaces include a cafeteria, two single teaching station gymnasiums and a library. A stage located in upper gymnasium allows this space to function as an auditorium. The building sits on a 2.72 acre site, has 59 parking spaces, playground space and a basketball court. The buses unload at the south face of the school on University Avenue

The proposed scope of work for this facility centers on its “growth” to a K – 12 facility: 2-stands/classrooms per grade level at grades K - 6 and 3-stands/3 classrooms per grade level at grades 7-12. Proposed building work includes alterations to reconfigure approximately 50,000 square feet of existing building area, renovation of approximately 50,0 square feet of building area; and several additions totaling approximately 60,000 square feet to meet the educational program and space needs of a grades K – 12 school. The additions include a combination of spaces including classroom a gym addition, mechanical room additions, and administrative space.

Approximately \$1.6 million in infrastructure work has been identified to repair and replace deficient and outdated systems in the school’s physical plant. Interior rehabilitation work includes removal and replacement of interior finishes, doors, HVAC, plumbing and electrical systems and asbestos abatement. Exterior rehabilitation work includes complete window and exterior door replacement, replacement of the roof, and rehabilitation and repairs to the existing brick masonry, stone and precast. Parking demand will be addressed by ancillary parking to be developed off-site.

Master plan construction budget for #58 includes the following:

Renovation work	\$21.51 million
New additions	\$10.64 million
Sitework	\$2.21 million
Assumed Construction Total	\$34.36 million

Schedule milestones for this project are as follows:

Start Program Verification	3/1/11
Start Schematic Design	6/1/11
Start Design Development	9/1/11
Start Contract Documents	1/18/12
Submit for SED Approval	4/30/12
Final SED Approval	6/15/12
Bid documents complete	7/1/12
Contract Award	8/15/12
Start Construction	10/1/12
Complete Construction	6/30/14
Complete Closeout	8/30/14
Air Conditioning Design Start	11/1/12
Air Conditioning Design End	12/31/12

CHARLOTTE HIGH SCHOOL

Located in the northwest area of Rochester, Charlotte High School is a grade 7 through 12 school with a current enrollment of 1092 students. Constructed in 1931, the building contains five-stories and a basement, and contains 216,6 square feet of space. The building sits on a 26.97 acre site. It has 160 parking spaces, a track, football field, two baseball/softball fields and five tennis courts. The buses unload off the east face of the school in the bus loop off Lake Avenue.

The school presently contains 53 general classrooms, most of which meet today's standard. Common spaces include a cafeteria, a two teaching station gymnasium, a second gymnasium, a natatorium, auditorium and library. The scope of work proposed for this building includes alterations and reconstruction to approximately 125,000 square feet of existing building space and site work. The building will serve grades 9 through 12 as the home for two high schools including an all boys academy and the existing coed high school.

Approximately \$6.4 million in infrastructure work has been identified to repair and replace deficient and outdate systems in the school's physical plant. Interior rehabilitation work includes the removal and replacement of interior finishes, doors, HVAC, plumbing and electrical systems, and asbestos abatement. Exterior rehabilitation work includes the replacement of the original windows at the North, East, and South facades of the school building; replacement of roof areas, exterior door replacement, and masonry rehabilitation. Additionally, reconstruction and/or replacement of existing site elements including asphalt and concrete pavement and sidewalks, fencing, and site lighting are also proposed.

Master plan construction budget for Charlotte includes the following:

Renovation work	\$18.44 million
New addition	(none proposed)
Sitework	\$ 1.0 million
Assumed Construction Total	\$19.44 million

Schedule milestones for this project are as follows:

Start Program Verification	3/1/11
Start Schematic Design	6/1/11
Start Design Development	10/3/11
Start Contract Documents	12/19/11
Submit for SED Approval	2/10/11
SED Approval Date	3/22/12
Bid documents complete	4/4/12
Contract Award	6/1/12
Start Construction	7/1/12
Complete Construction	7/31/13
Complete Closeout	8/30/13

FRANKLIN EDUCATIONAL CAMPUS

Located in the northeast area of Rochester, Franklin Educational Campus currently houses the District's pre kindergarten through grade 6 Montessori school, and three secondary school programs. Constructed in 1928, the building contains four-stories and a basement totaling 443,510 square feet of building area. The building sits on a 22.93 acre site has an all-weather track, football and soccer fields, four baseball/softball fields and seven tennis courts. The buses unload in the bus loop off the south face of the school at Norton Street.

For the 2010 - 2011 school year, the Franklin Campus is home to three new high schools: Integrated Arts & Technology High School, a grades 7 – 12 expeditionary learning/outward bound secondary school; Early College International High School, a grades 9 – 12 International Studies School; and Vanguard Collegiate High School, a grade – 12 high school. All schools offer cutting-edge technology. Early College International High Schools also offers dual language opportunities including Mandarin Chinese and model United Nations programs. The facility contains 89 general classrooms, most of which meet or exceed today's standard. Common spaces include a cafeteria, a two teaching station gymnasium, auditorium and library.

The proposed scope of work for the Franklin Education campus includes alterations and an addition package that will provide two new handicapped accessible entrances to the building. This includes a new accessible entrance at the rear of the building, which will be used primarily for sporting events. This entrance will also house a new accessible elevator which will carry students from grade level to the gymnasium and pool and a new loading dock and receiving area. Interior alterations will include full renovation of the existing kitchen and server, which includes new finishes, equipment, and new accessible toilet room. Also, included is the replacement of the existing service elevator, which has outlived its useful life with a new accessible lobby and elevator; and renovations to the main lobby at the building's south entrance. Mechanical work includes upgrades to the existing kitchen HVAC and ventilation systems; associated work required for the building addition and service elevator replacement. Site work will include the removal and replacement of concrete walks and ramps, removal and replacement of site fencing and guardrails; removal and replacement of asphalt paving, and the installation of a new asphalt parking lot with bus loop.

Master plan construction budget for Franklin includes the following:

Renovation work	\$3.0 million
New additions	\$ 0.2 million
Sitework	\$ 1.0 million
Assumed Construction Total	\$4.2 million

Schedule milestones for this project are as follows:

Start Program Verification	3/1/11
Start Schematic Design	6/1/11
Start Design Development	8/1/11
Start Contract Documents	12/1/11
Submit for SED Approval	2/15/11
SED Approval Date	3/15/11
Bid documents complete	4/1/12
Contract Award	6/1/12
Start Construction	7/1/12
Complete Construction	7/31/13
Complete Closeout	12/31/13
Auditorium Design Start	11/1/12
Auditorium Design End	4/30/13
Auditorium Construction Start	7/1/13
Auditorium Construction End	1/31/14

JOHN WILLIAMS SCHOOL No. 5

Located in the northeast zone, School No. 5 is a Pre K – 6 school with a current enrollment of approximately 55 students. It is the northwest LEAP school—a school for children whose native language is other than English—for the School District. Constructed in 1926, this three-story building with a basement contains 124,924 square feet of building space. The building contains 46 general classrooms, most of which are smaller than today's standard. Core spaces within the building include a gymnasium with two teaching stations, cafeteria, a library media center, a fully equipped computer lab, a wireless lab, and computers in every classroom. The building does not have an auditorium, however a stage located in the gymnasium allows the gym to function as an auditorium/performing arts venue.

The proposed scope of work for this facility centers on the conversion from a Pre K – 6 school to a 3-strand (3 classrooms per grade level) Pre K – 8 facility. The proposed scope includes moderate to heavy renovation of approximately 102,000 square feet of existing space. This includes renovation of the kitchen, the main office/agency partner space, and the nurse's suite on the 1st floor; and renovation of the library and computer classroom. Reconfiguration and alteration of approximately 32,000 square feet of existing interior spaces will create two special education classrooms, an art room for 7th and 8th grade students, a band/chorus classroom, dedicated classroom space or occupational therapy/physical therapy, and two science classrooms/labs for grades 7 and 8.

The building sits on a 2.94 acre site that includes the building footprint, parking, a playground, athletic field, baseball diamond, and a basketball court. Presently, the buses unload along Verona Street. In the proposed scope of work, a portion of Verona Street between Smith and Jay Streets will be acquired and the intersections of Verona and Sn Street at Jay Street will be modified to suit their new purpose as driveway curb cuts to the site. Proposed site work includes the addition of approximately 35 – 40 additional parking spaces on the southwest side of Verona Street on City of Rochester property to address the parking deficiency as the expected demand exceeds the number currently available on site.

Approximately \$2.4 million dollars in infrastructure work has been identified to repair and replace deficient and outdated systems in the school's physical plant. This work includes HVAC, plumbing and electrical upgrades; interior work, fire safety and emergency lighting, and handicapped accessibility items.

Master plan construction budget for #5 includes the following:

Renovation work	\$18.05 million
Sitework	\$0.95 million
Assumed Construction Total	\$19.0 million

Schedule milestones for this project are as follows:

Start Program Verification	11/15/11
Start Schematic Design	5/15/12
Start Design Development	8/15/12
Start Contract Documents	11/1/12
Submit for SED Approval	2/28/13
Final SED Approval	3/15/13
Bid documents complete	3/28/13
Contract Award	5/15/13
Start Construction	7/1/13
Complete Construction	7/30/14
Complete Closeout	8/30/14

JAMES P.B. DUFFY SCHOOL No. 12

Located in the south zone, School No. 12 is a kindergarten through grade 6 school with a current enrollment of approximately 770 students. Constructed in 1971, this three-story building contains 95,337 square feet of building space. The building contains 40 general classrooms. Small learning environments were created through the use of a "cluster" design - open plan pods of four classrooms. The building does not have a gymnasium, auditorium, or school library. Located adjacent to a City Recreation Facility, the school shares the City's gymnasium and locker rooms for its physical education programs and sports programs; and the public library located at this site. Having a strong visual arts program, the building features a "cafetorium," a stage located in the cafeteria that allows the lunchroom to function as an auditorium/performing arts venue. Special academic programs offered include the Major Achievement Program (MAP) grades 4 – 6, and the Spanish/English Dual Language enrichment program (HOLA) for grades K-6.

The proposed scope of work for this facility centers on its conversion from a K – 6 facility to a 4-strand (4 classrooms per grade level) K – 8 facility. The proposed scope includes alterations and renovations of approximately 95,000 square feet of existing interior space including the construction of new partitions to create separate classrooms. Interior rehabilitation work of the existing building includes the removal and replacement of interior finishes, doors; HVAC, plumbing and electrical system upgrades, and abatement of asbestos and asbestos containing materials. Exterior work includes complete window replacement, exterior doors, and rehabilitation of the existing brick masonry and concrete. Options for consideration to meet the model program needs of a K – 8 school include an addition of approximately 8,000 square feet to include the construction of four new 3-story stair towers and two one-story classroom additions, and construction of a one-story addition to infill the overhang area on the South Avenue side of the building, and construct corridor additions at the 2nd and 3rd floors along South Avenue that connect between two of the new stair towers.

The building sits on an 8.02 acre site that includes the building footprint, parking, a playground, athletic field, tennis courts, baseball diamonds, and a basketball court. The buses unload at a bus loop located off the east face of the building on South Avenue. Adjacent to the school at the west location is Highland Park. The proposed scope of work includes expanding the existing parking lot to add approximately 30 – 35 additional parking spaces. Approximately \$1.7 million dollars in infrastructure work has been identified to repair and replace deficient and outdated systems in the school's physical plan.

Master plan construction budget for #12 includes the following:

Renovation/addition work	\$14.91 million
Sitework	\$0.74 million
Assumed Construction Total	\$15.65 million

Schedule milestones for this project are as follows:

Start Program Verification	11/15/11
Start Schematic Design	6/15/12
Start Design Development	11/1/12
Start Contract Documents	2/15/12
Submit for SED Approval	2/28/13
Final SED Approval	10/15/13
Bid documents complete	12/28/13
Contract Award	3/15/14
Start Construction	7/1/14
Complete Construction	7/30/15
Complete Closeout	8/30/15

JAMES MONROE HIGH SCHOOL

Located in the southeast area of Rochester, James Monroe High School is a grades 7 through 12 United Nations School with a current enrollment of 1,079 students. Constructed in 1921, Monroe is a four-story building with a base area totaling 274,087 square feet of area. The building sits on an 8.32 acre site, has parking, an athletic field and three tennis courts. The buses unload off the north face of the school at Alexander Street.

The school presently contains 69 general classrooms, most of which meet today's standard. Common spaces include a cafeteria, two, two teaching station gymnasiums, a pool, auditorium and library. It offers The Language Academy, an accelerated program designed for native Spanish speakers and English-speaking students interested in developing and excelling in Spanish; the Advancement via Individual Determination (AVID) program, and the Bilingual Developmental Program, a full-day program for Spanish speakers who are English Language Learners and Former English Language Learners in Grades 7 and 8. The program is designed to provide instruction in Spanish and English in the content areas and ESOL services in a pull out and co-teaching model.

The proposed scope of work includes alterations and reconstruction to approximately 200,000 square feet of building area including the addition of full building air conditioning. Approximately \$3.9 million in infrastructure work has been identified to repair and replace deficient and outdated systems in the school's physical plant. Interior rehabilitation work includes stabilizing the floor structure, removal and replacement of interior finishes, doors, HVAC, plumbing, and electrical systems, and asbestos abatement. Exterior rehabilitation work includes window replacement, roof replacement, and masonry rehabilitation.

Proposed site work includes reconstruction and /or replacement of existing site elements including asphalt and concrete pavement and sidewalks, athletic fields, backstops, fencing, and other miscellaneous site improvements.

Master plan construction budget for James Monroe HS includes the following:

Renovation work	\$27.00 million
Sitework	\$1.50 million
Assumed Construction Total	\$28.50 million

Schedule milestones for this project are as follows:

Start Program Verification	11/15/11
Start Schematic Design	8/15/12
Start Design Development	11/1/12
Start Contract Documents*	2/15/13
Submit for SED Approval	4/30/13
Final SED Approval*	6/15/13
Bid documents complete	7/28/13
Contract Award *	9/15/13
Start Construction	7/1/14
Complete Construction	8/30/15
Complete Closeout	12/31/15

* An early demo and abatement package might be possible that could have construction starting in August 2013.

EDISON EDUCATIONAL CAMPUS

Located in the northwest area of Rochester, Edison Educational Campus was restructured for the 2010 –2011 school year. Constructed in 1979, Edison is a five-story building with a basement consisting of 464,519 square feet of building area. The building sits on a 29.27 acre site, has 325 parking spaces, a track, football field, two baseball/softball fields and five tennis courts. The buses unload off the south face of the school in the parking lot off Colfax Street.

The school contains 149 general classrooms, most of which meet today's standard. Common spaces include a cafeteria, two teaching station gymnasiums, a natatorium, auditorium and library. The Edison Educational Campus houses Rochester S.T.E.M. (Science, Technology, Engineering, and Mathematics) High School for students in grades 9 – 12. Structured as three academies: the Academy of Engineering, Academy of Information Technology, and Academy of Medical Science this high school provides small learning communities for its students. The Robert Brown School of Construction and Design is also housed on the Edison Campus.

Approximately \$15.8 million of infrastructure work is identified in the 2010 Building Condition Survey as being in need of repair or replacement. The proposed scope of work includes alterations and reconstruction to approximately 125,000 square feet of building area. Interior rehabilitation work includes structural rehabilitation of the post-tensioned concrete floor system, the removal and replacement of interior finishes, doors, HVAC, plumbing, and electrical systems, and asbestos abatement. Exterior rehabilitation work includes window replacement, roof replacement, exterior door replacement, and masonry rehabilitation. Proposed site work includes the reconstruction and/or replacement of existing site elements including asphalt and concrete pavement and sidewalks, retaining walls, athletic fields, backstops, fencing and tennis courts, and other miscellaneous site amenities.

Master plan construction budget for Edison includes the following:

Renovation work	\$20.90 million
Sitework	\$1.30 million
Assumed Construction Total	\$22.20 million

Schedule milestones for this project are as follows:

Start Program Verification	11/15/11
Start Schematic Design	5/15/12
Start Design Development	8/15/12
Start Contract Documents	11/1/12
Submit for SED Approval	2/28/13
Final SED Approval	3/15/13
Bid documents complete	3/28/13
Contract Award	5/15/13
Start Construction	7/1/13
Complete Construction	7/30/15
Complete Closeout	8/30/15

ATTACHMENT C:

DDP-1 FORM

SCHEDULE OF MBE/WBE/SBE PARTICIPATION (DDP-1/RSMP)		ROCHESTER SCHOOLS MODERNIZATION PROGRAM	
1. Project :		2. Bidding on Contract	
3. Bidding Company Name / Address / Phone No. / Fax No.		4. Submittal Date (MM / DD / YY)	
		5. <input type="checkbox"/> Original Form <input type="checkbox"/> Revised Form	
Project Goals: MBE 15%, WBE 5%, SBE 5%, DBE 2%			
5. Name/Address/Phone No. of Proposer MBE/WBE/SBE	7. Certified as MBE/WBE/DBE/SBE	9. Performance Category	10. Proposed Dollar Amount / Percentage
6. Certification Statement - The below signed, sealed and authenticated representation of the bidding company hereby certifies that it's above information is true and correct and that it will comply with the proposed MBE/WBE/SBE goals prior to the submission of the bid/contract and proposal.			
7. Bidding Company Director Signature		8. Date Signed	

EXHIBIT A-Part 1

SCOPE OF SERVICES

PART 1 GENERAL

1.1 WORK INCLUDED

- A. Commissioning requirements common to all Sections.
- B. Systems and equipment start-up and functional performance testing.
- C. Validation of proper and thorough installation of systems and equipment
- D. Equipment performance verification.
- E. Documentation of tests, procedures, and installations.
- F. Management of Record Construction Documentation

1.2 GENERAL DESCRIPTION

A. Commissioning (Cx) is the process of ensuring that all building systems are installed and perform interactively according to the design intent; that systems are efficient and cost effective and meet the Owner's operational needs; that the installation is adequately documented; and that the Operators are adequately trained. It serves as a tool to minimize post-occupancy operational problems. It establishes testing and communication protocols in an effort to advance the building systems from installation to full dynamic operation and optimization.

B. Commissioning Authority (CA) shall work with the Contractor and the Design Engineer to direct and oversee the Cx process and perform functional performance testing.

C. The Commissioning will be categorized into Phases as indicated below.

1. Pre-Construction Phase (**applies to the four Phase 1b Schools only – see page 3 of RFP**):

- a. Review of MEP documents at SD, DD, and CD sub phases.
- b. Provide a written report within 15 days affirming design will: provide for interactivity of all MEP systems, meet design intent, provide maximum performance and cost efficiency, meet buildings operational needs.
- c. Report to be delivered within 15 calendar days after completion of each sub phase.

2. Construction Phase: This is the period of time where the systems are installed, much of the commissioning documentation is developed, the systems are started, and the majority of the contractor required training is performed. On any given system or area, the Construction Phase will end when the CA approves proceeding with the Functional Performance testing.

3. Acceptance Phase: This is the period of time where the systems will be functionally tested.

4. Warranty Phase: This is the period of time that coincides with the start and end of the contractor's base warranty.

D. This Section and other Sections of the specification details the Contractor's responsibilities relative to the process.

1.3 SCOPE

A. This Section covers elements, requirements, procedures, and protocols common across all Divisions of the work. Requirements specific to individual Project Sections will be generally specified in the Project's technical specifications.

B. The Cx scope of work includes the mechanical and controls for all of the systems installed or updated as part of this Program.

1.4 DOCUMENTATION

A. Contractor shall provide to the Commissioning Authority the following per the procedures specified herein and in other Sections of the specification:

1. Shop Drawings and Product Data: One hard copy of Shop Drawings and Product Data related to systems or equipment to be commissioned. Commissioning Authority shall review and incorporate comments via the Design Engineer. After final approval, a record copy of the submittal (complete with all noted corrections) shall be submitted to the CA in electronic format.

2. Draft Start-Up Procedures: CA will provide to the Contractor generic Start-up Checklists, the content of which must be reviewed by the Contractor and supplemented with manufacturer-specific requirements and the Contractor's own internal quality assurance procedures and checks. Contractor shall return the supplemented Start-up Procedures to the CA to review and integrate into the project-specific Checklists. Final checklists will be forwarded to the Contractor to complete during the equipment start-ups.

3. Factory Test Reports: Contractor shall provide any factory testing documentation or certified test reports required by the specifications. These shall be provided prior to Acceptance Phase.

4. Schedule Updates: Issue periodic updates to the construction schedule. Contractor shall use schedule to notify Cx team of scheduled start-up and training activities.

5. Action Item Response: Respond to Action Items to which Cx team members assign the Contractor responsibility. The response must be made in writing; an e-mail response to the CA is acceptable.

6. Field Testing Agency Reports. Provide all documentation of work of independent testing agencies required by the specification. These shall be provided prior to Acceptance Phase.

7. Completed Start-Up Procedures: Completed Start-Up Procedure documentation for all applicable equipment and systems. CA will review prior to FPT.

8. Nameplate Data Documentation: Provide prior to the start of the Acceptance Phase.

9. Equipment Warranties: Provide prior to the start of the Acceptance Phase.

10. O&M Manual Content: Provide O&M Documentation. Submit preliminary draft at least twenty calendar days prior to the beginning of the Acceptance Phase (as defined below).

B. Record Drawings: Contractor shall maintain at the site an updated set of record or 'As-Built' documents reflecting actual installed conditions and all approved changes and modifications to the contract documents. Contractor shall provide access to the CA to review the As-Built and Record Drawings.

1.5 COMMISSIONING SEQUENCING AND SCHEDULING

A. The Contractor shall provide a base project schedule to the CA which shows the project completion date and construction milestones (including start and end dates) for the following items:

1. Submittals
2. O&Ms
3. Training
4. Start-up activities
5. Testing Adjusting Balancing

B. CA will provide a more detailed schedule for Cx activities in Excel format for direction of Cx precedents, sequence, and task duration. The CA's Scheduler shall meet with the Commissioning Authority and the Contractors to synthesize the Cx Schedule with the general construction process constraints and integrate the agreed upon process into the main construction schedule.

C. Contractor shall completely install, thoroughly inspect, start-up, test, adjust, and balance systems and equipment. All activities shall be documented per specified procedures and progress tracked on the construction schedule. Contractor shall notify A/E, Owner, and CA in writing that systems are complete and ready for verification and functional performance testing. Notification shall be accompanied by a schedule showing the coordinated start date and task duration and all currently open precedent requirements.

D. Contractor shall notify CA at least 14 days in advance of any tests, start-ups, or training. CA shall witness selected tests and start-ups. Notification shall be accompanied by a schedule showing the coordinated start date and task duration and all currently open precedent requirements.

1.6 CONTRACTOR RESPONSIBILITIES (Provided for information only)

A. Construction Phase: The following delineates the commissioning-related responsibilities of the Contractor (and their subcontractors) during the Construction Phase.

1. Include Cx requirements in price and plan for work.
2. Designate a Cx Coordinator (Cx/C) from each major subcontractor with activities related to commissioning. These Cx Coordinators are to be the primary contacts for Cx activities.
3. Attend Construction Phase Cx Kick Off Meeting. The Cx Coordinator and Project Manager from each major subcontractor shall attend at a minimum.
4. The Cx Coordinator shall attend all Cx progress meetings unless otherwise agreed to by the CA.
5. Remedy any deficiencies identified throughout construction.
6. Review draft Start-up Procedures forwarded by the CA. Return the supplemented Start-up Procedures to the CA to review and integrate into the project-specific Checklists.
7. TAB shall submit sample balancing forms for approval prior to starting work.

8. Schedule and coordinate Cx efforts into the construction schedule. Incorporate the Cx Schedule provided by the CA into the construction schedule. Indicate at a minimum all tasks enumerated on the precedent diagram for all systems.

9. Coordinate the work of subcontractors, vendors, manufacturers, and Testing Agencies provided with the bid and ensure that they are informed of and are adhering to the requirements of the Cx process specified throughout the contract documents.

10. Develop and submit Temporary Conditioning Plan

11. Contractors, subcontractors and vendors shall review Functional Performance Test (FPT) procedures to ensure feasibility, safety and equipment protection and provide necessary written alarm limits to be used during the tests. Damage caused to equipment performed in accordance with the approved procedures will be the responsibility of the Contractor.

12. Thoroughly complete and inspect installation of systems and equipment as detailed throughout Contract Documents, as required by reference or industry standards, and as specifically indicated elsewhere in this section.

13. Start-up, test, adjust, and balance systems and equipment prior to verification and performance testing by the Commissioning Authority.

14. Record start-up and testing procedures on start-up forms or checklists and certify that the systems and equipment have been started and or tested in accordance with the requirements specified above. Each task or item shall be indicated with the party actually performing the task or procedure.

15. Provide skilled technicians qualified to perform the work required.

16. Provide factory-trained and authorized technicians where required by the Contract Documents.

17. Tag equipment that is started with the Individual's name and date.

18. Document the Nameplate Data.

19. Demonstrate the operation of all systems as specified.

20. Certify that systems have been installed and are operating per Contract Documents prior to Acceptance Testing.

21. Maintain an updated set of Record Documentation as required by the Contract Documents.

22. Copy the CA on indicated documentation.

23. Conduct and document Equipment and Systems Training events as required by applicable sections of the Specifications pertaining to each piece of equipment or system.

B. Acceptance Phase: The following delineates the commissioning-related responsibilities of the Contractor (and their subcontractors) during the Acceptance Phase.

1. Assist CA in functional performance testing. Assistance will generally include the following:

a) Manipulate systems and equipment to facilitate testing

- b) Provide any specialized instrumentation necessary for functional performance testing.
- c) Manipulate BAS and other control systems to facilitate functional performance testing.

2. Correct any work not in accordance with Contract Documents.

3. Maintain record documentation, and update and resubmit it after Functional Completion.

C. Warranty Phase: The following delineates the commissioning-related responsibilities of the Contractor (and their subcontractors) during the Warranty Phase.

- 1. Provide warranty service;
- 2. Respond to and document Warranty issues
- 3. Correct any deficiencies identified throughout the Warranty Phase;
- 4. Update record documentation to reflect any changes made throughout the Warranty Phase and resubmit for Record Drawings at the close of the Warranty period.

1.7 EQUIPMENT SUPPLIER/VENDOR RESPONSIBILITIES (Provided for information only)

A. Construction Phase: The following delineates the commissioning-related responsibilities of the Equipment Supplier (and their subcontractors) during the Construction Phase.

- 1. Provide shop drawings and product data in hard copy and electronic format.
- 2. Provide manufacturer's application, installation and start-up instructions per schedule.
- 3. Where factory-authorized start-up is specified, coordinate and participate in the specified commissioning process and document start-up on the appropriate forms.
- 4. Review and approve Functional Test Procedures affecting supplied equipment.
- 5. Conduct and document Equipment and Systems Training events as required by applicable sections of the Specifications pertaining to each piece of equipment or system.
- 6. Provide spare parts and materials as required by Specifications.
- 7. Provide special tools as required by the Specifications.
- 8. Provide all warranties.

B. Acceptance Phase: The following delineates the commissioning-related responsibilities of the Equipment Supplier (and their subcontractors) during the Acceptance Phase.

- 1. Participate in any Functional Testing Procedures required.
- 2. Consult on issues identified relative to the supplied equipment.

C. Warranty Phase: The following delineates the commissioning-related responsibilities of the Equipment Supplier (and their subcontractors) during the Warranty Phase.

1. Provide any warranty service required to the supplied equipment as applicable with the agreement with the Contractor.
2. Provide technical support to the Owner's facilities personnel.

1.8 START-UP PROCEDURES AND DOCUMENTATION

A. Purpose: The Cx process requires that the normal quality control processes involved with preparing system and equipment for operation are performed to a high standard of care and are thoroughly documented. The required commissioning-related Start-Up Procedures involve nothing additional than that which would be done for any good installation. These procedures shall be performed on all installed systems and equipment and no sampling strategy is used for the start-up process. The Cx process requires all Parties to collaborate to establish the optimal standard of care for starting systems and equipment. After the procedures are established, the Contractor performs them and documents them with the Start-up Procedures that are developed by the joint effort of the Contractor and the CA.

B. Content of Start-Up Procedures: Start-Up Procedures shall generally include the following for each item of equipment or system (as applicable):

1. Project-specific designation, location and service.
2. Indication of the Party performing and documenting the Start-Up Procedure.
3. Clear explanation of the inspection, test, measurement, and outcome with a Pass/Fail indication and a record of measure parameters.
4. Include a checklist item indicating that all O&M instructions, Warranties, and Record Documents have been completed and submitted.
5. Include a Start-up Checklist item indicating that proper maintenance clearances have been maintained.
6. Include a Start-up Checklist item indicating that special tools and/or spare tools required for normal operation and maintenance were turned over to the Owner.
7. Include Start-up Checklist item indicating that all required dependent or prerequisite equipment and systems were previously started successfully.

C. Documentation Completion: The individual executing the start up must complete the start up and prefunctional documentation for any given equipment and acknowledge acceptability with the indication of who did the associated task. As approved by the CA, in some cases the subcontractor as opposed to the manufacturer's start up technician may complete the prefunctional. All start-up forms must be completed and turned in to the CA prior to the Acceptance Phase.

D. Sampling and Final Submission: All (100% of) systems are started and documented per the approved procedures and NO sampling strategy is used. Completed Start-up and prefunctional checklists for all pieces of equipment shall be submitted to Commissioning Authority prior to any associated functional performance

testing. Any outstanding item shall be clearly indicated and an associated Action Item must be entered to track resolution.

E. Owner Access: Contractor shall allow access by Owner representatives to inspect the equipment and ensure its proper operation. Owner will be allowed to affix service tags to equipment to track the proper maintenance.

1.9 FUNCTIONAL PERFORMANCE TESTING (FPT)

A. The objective of Functional Performance Testing is to demonstrate that each system is operating according to the documented Design Intent Document and Contract Documents. Functional Performance Testing facilitates bringing the systems from a state of Substantial Completion to full dynamic operation. Additionally, during the testing process, areas of deficient performance are identified and corrected, improving the operation and functioning of the systems.

B. Development of Test Procedures. CA shall develop specific test procedures and forms to verify and document proper operation of each piece of equipment and system. Prior to execution, the CA shall provide a copy of the test procedures to the Contractor who shall review the tests for feasibility, safety, equipment and warranty protection, and scope.

C. Scheduling: After Contractor's notification that systems are ready for testing and submittal and review of the required submittals has occurred, CM shall schedule the testing. Execution of the scheduled tests by the Contractor is subject to the verification that all of the prerequisites for FPTs have been met. To the extent practical, tests shall be scheduled to allow efficient and contiguous testing of inter-related systems and equipment.

D. Phasing: Non-interdependent segments of the project testing can be phased. Phasing of this project is described below

1. The functional performance testing will generally proceed from the main utility systems to the terminal equipment. For the mechanical systems, the Campus utility connections will be tested first, followed by the hydronic systems, main air handlers, and terminal devices. Electrically the testing will flow from the main feeders, through distribution, to panel level devices.
2. Integrated Systems testing (Fire/HVAC integration, Blackout testing, etc.) will follow only after all of the preliminary system FPTs are satisfactorily completed.

E. Participation: CA will direct and conduct functional performance tests after Start-Up Procedure documentation of systems and equipment has been reviewed and accepted. Conceptual procedures for the functional performance testing are outlined elsewhere in this Section. CA will execute the FPTs unless otherwise specified. Contractor shall provide manipulation of the systems or equipment, provision of supporting equipment or materials (lifts, ladders, specialty test equipment, safety equipment), and on-the-spot remediation of minor identified deficiencies whenever possible. Contractor support shall be at the direction of the CA as follows:

1. The CA will request the Contractor support in a minimum of 4-hour increments. The Contractor must supply a qualified technician or trade contractor, skilled in the respective area of systems testing, to work with the CA.
2. No Party involved with the project is prohibited from participation in or witnessing of any tests. Any Contractor may elect to witness all tests on their systems even if their involvement is not directly requested by the CA.

3. CA will endeavor to coordinate effectively with the individual Contractors throughout FPT and minimize their required involvement.

4. Contractor assumes responsibility for damage to systems conducted in accordance with the approved procedures.

F. Detailed Test Procedures and Contractor Review: CA will prepare detailed and itemized testing procedures; define and document the FPT. These will be developed during the Construction Phase and completed during Acceptance Phase. The CA shall submit these procedures to the Contractor for review. Contractor shall indicate all required limitations, safety procedures, maximum thresholds, and any other parameters during the FPT development. Contractor shall be responsible for any damage to the equipment caused by functional performance testing done per the procedures and within the limitations of the approved procedures.

G. Completeness: All systems must be completed and ready for FPT. All start up, factory authorized field testing, independent testing agency tests, and Testing and Balancing (TAB) procedures must be complete and the control systems must be tested and started for the respective system or component.

H. Test Documentation: CA will conduct tests, and/or witness tests as applicable. CA will record all test results on the forms developed for the testing. CA will 'Pass' or 'Fail' the testing and record the date and time of the test. Deficiencies shall clearly be indicated when the test is failed. When all related testing is completed successfully, CA shall recommend acceptance of the system or component.

I. Deficiencies and Re-Testing: When deficiencies are identified during testing, depending on their extent or magnitude, they can be corrected during the test and the testing can continue to successful completion. More significant deficiencies will require failure of the test and re-testing. Deficiencies of this magnitude will result in an Action Item on the Action List. The resolution of the deficiency will then subsequently be tracked by the CA via the Action List. All tests shall be repeated until successful completion. Refer to more specific provisions below.

J. Opposite Season Testing: Testing procedures shall be repeated and/or conducted as necessary during appropriate seasons. Opposite Season testing will be required where scheduling prohibits thorough testing in modes of operation. Air handler and central heating system testing for heating-related modes of operation and control loops shall be tested during outside air temperatures below 30°F. All contractors must be available to participate in off-season testing, at the request of the CA.

K. Approval. The CA passes each test and subsequently recommends approval to who reviews and accepts the FPT.

1.10 COORDINATION BETWEEN TESTING PARTIES

A. Factory Start-Ups: For many systems and equipment, Factory Start-Ups are specified. These Factory Start-Ups will be reviewed and checked during functional performance testing. All costs associated with the Factory Start-Ups are included with the Contractor's bid unless otherwise noted. In general, Contractor shall make notification of when Factory Start-Ups are occurring and coordinate these with witnessing Parties. The CA and Cx team members may witness Factory Start-Ups at their discretion. Aspects of functional performance testing accomplished during the Factory Start-Ups may be accomplished and approved by the CA if they meet the intent of the FPT.

B. Independent Testing Agencies: For systems where Independent Testing Agencies are specified, the cost of this testing is included with the Contractor's bid unless otherwise noted. Much of the testing performed by the independent agencies will cover aspects required in the Start-Up Procedures and functional performance tests

1. Contractor and testing agencies shall coordinate with the CA so that the CA can witness the testing and approve the applicable aspects of the FPTs.

2. The CA may in some cases independently spot-check work of the testing agencies if the tests were not witnessed. However, it is not the intent for the CA to re-accomplish testing by others that is specified in the construction specifications. For instance, much of the testing requirements for the electrical systems will be performed by the independent electrical testing agency provided under the bid. The CA shall witness the indicated sample of the testing and record the results in the record of functional performance tests.

3. Contractor is responsible for coordinating the efforts of testing agency with that of the Cx process. Documentation shall be contiguous and seamless and duplication should be avoided. Testing agencies shall complete the documentation of the Cx process as required.

1.11 FPT ACCEPTANCE CRITERIA

a. The Acceptance Criteria shall be as follows unless more specifically indicated within individual tests. CA may exercise professional judgment to relax requirements and pass tests and recommend approval when appropriate.

1. Capacity and/or equipment performance will generally be as specified $\pm 5\%$.

2. Efficiency where specifically indicated in the documents will be $\pm 5\%$. When inferred from manufacturer's catalogue data, criteria will be $\pm 10\%$.

3. Balancing-related criteria will be $\pm 5\%$ for water and $\pm 10\%$ for air.

4. Accuracy/repeatability on sensing devices will be as specified for the device. CA and TAB will use calibration gages for independent validation and use judgment in passing or failing the devices. In many cases, the coordination of multiple related sensors is more important than absolute accuracy.

5. HVAC sequence-related criteria will be as explicitly specified in the documents and as interpreted by the Code required sequencing shall be per the applicable code.

6. System sequences shall be as required by the approved shop drawings.

7. Indoor Environmental Parameters (T, RH, CO₂, VOC): Shall be as indicated in the Basis of Design document. Otherwise, as recommended in the most current version of the ASHRAE Handbooks for the applicable occupancy.

8. Air Pressurization: As indicated in the Basis of Design document. Otherwise, as indicated in the most current version of the ASHRAE Handbooks for the applicable occupancy. Inter-system interfaces and coordination: as specified and generally to ensure safe, reliable, and robust operation.

9. Collection and review of DWT test results documentation in collaboration with Millennium Strategies.

10. Determination of Clean Power quality and TVSS performance.

11. Performance of DWT provided switches and contacts for building control systems.
12. Verification of occupant complaints within the first 3 (or 6) months of building occupancy.

1.12 DEFICIENCIES IDENTIFIED DURING FUNCTIONAL TESTING

A. Non-Conformance. Non-conformance deficiencies identified during Functional Performance Testing shall resolved as follows:

1. The CA will record the results of the functional test in the project database. All deficiencies or non-conformance issues shall be noted as Action Items and reported to the Owner and CM.
2. Corrections of identified minor deficiencies may be made during the tests at the discretion of the CA. In such cases the deficiency and associated resolution will be documented in the database.

3. Every effort will be made by the CA to expedite the testing process and minimize unnecessary delays, without compromising the integrity of the procedures.

4. As tests progress and a deficiency is identified, the CA will discuss the issue with the executing Contractor

a) When there is no dispute on the deficiency and the Contractor accepts responsibility to correct it:

1) The CA shall document the deficiency along with the Contractor's response and intentions, and they go on another test or sequence. A copy/email of the deficiency shall be generated and provided to the Contractor and CA. The Contractor corrects the deficiency, completes the Action Item response certifying that the issue is resolved and /or the equipment is ready to be retested, and sends it back to the CA.

2) The CA reschedules the test and the test is repeated.

b) If there is a dispute about a deficiency, regarding whether it is a deficiency and/or who is responsible:

1) The deficiency shall be documented as an Action Item with the Contractor's response and the CM will be notified. The CM will track this issue under the construction contract dispute resolution provisions.

2) Final interpretive authority is with the A/E. Final acceptance authority is with the Owner.

3) The CA documents the resolution to the Action Item.

4) Once the interpretation and resolution have been decided, the appropriate party corrects the deficiency, and responds to the Action Item indicating completion. The CA reschedules the test and the test is repeated until satisfactory performance is achieved. CA then closes the Action Item.

B. Cost of Retesting: The cost for the CA to retest a Start-up or Functional Performance Test shall be paid by the Contractor responsible for the deficiency.

C. Failure Due to Manufacturer's Defects. If 10% or three, whichever is greater, of identical pieces of equipment fail to perform to the Contract Documents (mechanically or substantively) due to manufacturing defect, all identical units may be considered unacceptable by the Owner. (For the purposes of defining 'identical equipment' for this Section, size or capacity alone does not constitute a difference.) In case of failure due to manufacturer's defects, the Contractor shall provide the Owner with the following:

1. Manufacturer's response in writing as to the cause of the failure and proposed resolution.
2. Manufacturer shall implement their proposed resolution on a representative sample of the product.
3. The Owner will determine whether a replacement of all identical units or a repair is acceptable.
4. Upon acceptance, the manufacturer shall replace or repair all identical items at their expense and shall extend the warranty accordingly (if the original equipment warranty had begun).
5. Manufacturer shall pay the costs of all retesting necessitated by the failure.

PART 2 PRODUCTS

2.1 INSTRUMENTATION

A. General: All testing equipment used in the commissioning process shall be of sufficient quality and accurate to test and/or measure system performance with the tolerances specified. All equipment shall be calibrated according to the manufacturer's recommended intervals. Calibration tags shall be affixed or certificates readily available.

B. Standard Testing Instrumentation: Standard testing instrumentation normally used for performance assessment and diagnosis will be provided by the CA.

C. Special Tools: Special equipment, tools and instruments (only available from a vendor, and specific to a piece of equipment) that are required for testing equipment in accordance with these Contract Documents shall be included in the base bid price to the Contractor and left on site for the Owner.

PART 3 EXECUTION

3.1 START-UP STANDARD OF CARE

A. Procedures that establish a minimum Standard-of-Care for the start-up, check out and testing of applicable equipment are specified generically below, in the individual technical specification, and in the manufacturer's start-up requirements. Contractor shall apply this Standard-of-Care and document per the Cx requirements.

B. Procedures Common to All Systems

1. Checkout shall proceed from devices to the components to the systems.
2. Verify labeling is affixed per spec and visible
3. Verify prerequisite procedures are done.
4. Inspect for damage and ensure none is present.
5. Verify system is applied per the manufacturer's recommendations
6. Verify system has been started up per the manufacturer's recommendations
7. Verify that access is provided for inspection, operation and repair

8. Verify that access is provided for replacement of the equipment
 9. Verify the record drawings, submittal data and O&M documentation accurately reflect the installed system
 10. Verify all gages and test ports are provided as required by contract documents and manufacturer's recommendations
 11. Verify all recorded nameplate data is accurate
 12. Installation is done to ensure safe operation and maintenance.
 13. Verify specified replacement material/attic stock has been provided as required by the Construction Documents
 14. Verify all rotating parts are properly lubricated
 15. Verify all monitoring and ensure all alarms are active and set per Owner's requirements
 16. Complete all nameplate data and confirm ratings conform with the design documents
- C. Procedures required for the prefunctional checkout of the building automation system are detailed below.

3.2 FUNCTIONAL PERFORMANCE TEST EXECUTION

A. Functional Performance Testing (FPT) procedures are specified herein. Contractor shall participate in the approval of the testing procedures, as well as participate as required in the FPT support as indicated herein.

3.3 PREREQUISITES

A. All equipment, components, and devices applicable to the FPT must be started and the Start-Up must be documented and passed. This includes completion of Start-Up Procedures, pressure testing of equipment, duct piping; flushing/cleaning of applicable systems; completed labeling and identification; completed insulation on applicable systems; and all other requirements for placing system into dynamic operation.

B. Unless specifically agreed to by the Owner and CA, all support systems shall be complete prior to FPT. For instance, an air handler will require that:

1. The electrical system serving it is completed and tested;
2. The hydronic systems serving it have been pressure tested, flushed, and functional performance tested;
3. Balancing has been accomplished on the air and water sides;
4. The control systems have been started and calibrated.

C. The CA shall determine the optimal sequence of testing.

3.4 FUNCTIONAL TESTING PROCESS

A. Functional Testing on any given system shall generally begin with testing device level elements; progress component level; to system level, to inter-system level to building level.

B. Functional Testing of systems shall generally proceed from the utilities to the central systems, to the distribution systems, to the zone terminal units and services. CA shall plan this process and communicate it through the Cx schedule. Construction Manager shall reflect that process in the Construction Schedule. Subcontractors shall perform work in accordance with the schedule.

3.5 COMMON ELEMENTS FOR ALL SYSTEMS

A. Required submittal documentation shall be present and located convenient to testing area. Validate that all required documentation has been submitted and is per the contract requirements.

B. Contractor shall provide the completed Start-Up Procedures at the time of testing. CA shall review the Start-Up Procedure documentation and spot-check at the beginning of FPT.

C. Contractor shall demonstrate that access is sufficient to perform required maintenance.

D. Building Automation System (BAS) trends shall have been established as required in the documents. These shall generally be reviewed prior to or during FPT.

E. All dynamic systems powered by electricity shall be tested to simulate a power outage to ensure proper sequencing. Those on emergency power or uninterruptible power shall be tested on all sources.

F. Capacities and adjusted/balanced conditions as applicable shall be subject to check.

G. Sequencing Verification: All modes of operation and actions shall be verified for equipment/system samples.

H. System and equipment configurations shall be compared against the contract documents.

I. Verify functions (such as heating and cooling) are coordinated and do not overlap or 'fight'.

J. All adjusted, balanced, controlled systems shall be assessed to determine the optimal setting for the system applicable. The optimal settings should be determined to establish reliable, efficient, safe and stable operation.

K. BAS or Local Panel Dynamic Graphics: The graphic displays for all components, systems, and areas required to be represented by a graphic shall be checked for adequacy and accuracy. Furthermore, when set points or other parameters are required to be adjustable, CA shall verify that they can be adjusted directly from the graphic screen.

L. Emergency power tests for mechanical systems will be conducted in concert with the testing of the emergency power systems. Mechanical contractor shall be available for the power outage test to test mechanical systems under a power outage. This is in addition to the requirements specified for the mechanical system.

M. Where system and zones are designed for various modes of operations and are indicated as such in the Contract Documents, test representative systems in all modes of operation. This includes:

1. Seasonal Modes
2. Sequencing Modes

3. Emergency Modes

3.6 CONTRACTOR PARTICIPATION IN FPTs

A. Each category of support is to be provided by the contractor responsible for the installation of the system (e.g., the fire alarm support is to be provided by the FAC). Additional time required by the Contractor due to incompleteness of the system, failure of tests, or failure of sampling criteria shall be at the contractor's expense with no additional costs to the Owner.

1. Mechanical (HVAC) FPT Support
2. Building Automation System FPT Support
3. Electrical FPT Support
4. Fire Alarm FPT Support
5. TAB FPT Support

3.7 ACTION LIST

A. CA shall maintain an Action List tracking Action Items (required information, identified deficiencies, work required, etc.) that relate to Cx. Each item shall be tracked with the initiator, the parties responsible, due date, the date of closure, and a description of the resolution. Each item shall be categorized for sorting and tracking and for documentation on applicable forms.

B. CA will disseminate this list as appropriate to keep all parties informed.

C. All parties indicated as responsible for an action item shall respond in writing. Responsible parties may respond by email or through the Project Portal.

D. The originator of an Action Item shall close it and record the resolution. Closing and Action Item amounts entering the date on which it was addressed.

* The term "Owner" means the Rochester Joint Schools Construction Board (RJSCB) and/or its Program Manager, Gilbane/Savin.

SCHEDULE FOR SERVICES

Task	School		Design Schedule	Construction Schedule
1	5		11/1/12 to 2/28/13	7/1/13 to 8/30/14
2	12		11/1/12 to 2/28/13	7/1/14 to 8/30/15
3	17		N/A	7/1/12 to 8/30/13
4	28		11/1/12 to 12/31/12	7/1/13 to 8/30/14
5	50		N/A	7/1/12 to 8/30/13
6	WOI 58		AC. 11/1/12 to 12/31/12	10/1/12 to 8/30/14
7	CHARLOTTE		N/A	7/1/12 to 8/30/13
8	MONROE		11/1/12 to 4/30/13	7/1/14 to 8/30/15
9	EDISON		11/1/12 to 2/28/13	7/1/13 to 8/30/15
10	FRANKLIN		Aud.11/1/12 to 4/30/13	7/1/13 to 1/31/14

CONSULTANT FORM OF AGREEMENT

Following is the Agreement between _____ (the Consultant) located at _____ and the Rochester Joint Schools Construction Board (the "Owner") located at 1776 North Clinton Avenue, Rochester, NY for commissioning agent ("Commissioning Agent" or "Cx") consulting services for Phase 1 of the Rochester Schools Modernization Program ("RSMP"). This document establishes the terms and conditions of the consulting services that will be provided.

1. SCOPE OF THE PROJECT

1.1 The project scope for which the Commissioning Agent consulting services are being provided is for the Phase I School Modernization Program (the "Program") for the Owner. This includes the renovation and/or building additions that will be provided for 12 school projects owned by the Rochester City School District ("RCSD").

2. SCOPE OF CONSULTING SERVICES

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

3. THE OWNER'S RESPONSIBILITIES

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

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

4. SCHEDULE OF WORK

4.1 Upon selection of the Consultant by the Owner at its Board meeting on _____, the Consultant authorized to commence work on these consulting services as listed in Exhibit A, Part 1 – Scope of Services (the "Consulting Services") and in conformance with Exhibit A, Part 2 – Schedule for Services. It is anticipated that these Consulting Services will be completed by _____ following the completion and startup of the last of the projects in Phase 1.

5. ADDITIONAL SERVICES

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

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

5.3 For purposes of any Additional Services, the Consultant's hourly rates as of _____, 2012 are follows:

- 5.3.1 Principal \$ _____
- 5.3.2 Dept. Leader & Senior Staff \$ _____
- 5.3.3 Project Manager \$ _____
- 5.3.4 Project Engineer \$ _____
- 5.3.5 Senior Technical Staff \$ _____
- 5.3.6 Technical Staff - Level 1 \$ _____

- 5.3.7 Technical Staff - Level 2 \$ _____
5.3.8 Technical Support \$ _____

6. CONSULTANT'S ACCOUNTING RECORDS

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

7. TERMINATION OF THIS AGREEMENT

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

8. MISCELLANEOUS PROVISIONS

- 8.1 Unless otherwise specified, this Agreement shall be governed by the laws of the State of New York.
- 8.2 Any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date payment is due to the Consultant pursuant to Article 9.
- 8.3 The Owner and the Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party of this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of the Agreement. Neither the Owner nor the Consultant shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.
- 8.4 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant.
- 8.5 Consultant's fee is subject to equitable adjustment by negotiation if agreed scope is changed or if services are not completed by August 31, 2015 if such delay is not due to the fault of the Consultant.

9. BASIC COMPENSATION

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

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

9.2 Reimbursable Expenses:

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

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

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

9.3 Invoices:

9.3.1 Subject to Section 9.1.1, Consultant will provide Owner with monthly invoices for all services and Reimbursable Expenses broken down by school project.

10. OTHER CONDITIONS:

10.1 Use of Consultant's Documents:

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

10.2 **Insurance:**

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

10.3 **Indemnity:**

10.3.1 Consultant hereby agrees to indemnify and hold the Owner, the Program Manager, the construction manager, and any subsidiary, parent or affiliate corporation of the Owner, including the RCSD and the City of Rochester, and their trustees, directors, officers, Board members, agents and employees (collectively, the "Indemnitees") harmless from all losses, claims, liabilities, injuries, damages and expenses, including attorney's fees, that the Indemnitees may incur (i) to the extent arising out of or resulting from the Consultant's performance of the Consulting Services which results in bodily injury or physical or actual damage to the property of the Consultant or its agents, subcontractors, sub consultants, employees or licensees; (ii) to the extent arising out of or resulting from any violation by the Consultant of state, federal, or local law, rule or regulation which results in bodily injury or physical or actual damage or the imposition of a fine, penalty, or other charge; or (iii) arising out of or resulting from the negligence or willful misconduct of the Consultant or the Consultant's agents, subcontractors, sub consultants, employees or licensees; provided, however, that nothing contained herein shall be construed as requiring the Consultant to indemnify the Indemnitees or any of them for any claim for damage or loss of any kind when said damage or loss

was caused in whole or in part by the negligence or willful misconduct of the Indemnitees or any of them.

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

10.4 Diversity Plan Compliance:

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

10.4.2 As a condition of this Agreement, Consultant agrees to comply with its M/WBE sub-consultant plan as set forth on the approved DDP-1 Form that it submitted at the time of its response to the RFQ/RFP. Any revisions to this plan must be approved in writing by the RSMP's Independent Compliance Officer.

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

OWNER

ROCHESTER JOINT SCHOOLS CONSTRUCTION BOARD

Signature: _____

Print Name: _____

Title: _____

Date: _____

CONSULTANT

Signature: _____

Title: _____

Date: _____

EXHIBIT B

Insurance Requirements:

Insurance Policies:

The Commissioning Agent Consultant contract that will be developed for the work on this program will have following insurance requirements. All respondents to this RFP are presumed to be able to meet the 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:	\$300,000.00
Medical Payments, any one person:	\$10,000.00
<u>Business Automobile:</u>	\$1 million per accident
<u>Professional Liability Insurance:</u>	\$1 million per claim/ \$2,000,000 aggregate
<u>Workers' Compensation:</u>	Statutory amount
<u>Employer's Liability:</u>	\$500,000.00
<u>Excess/Umbrella</u> (for general aggregate and auto liability only):	\$5 million

The RJSCB shall be a certificate holder and an additional named insured on such policies on a primary and non-contributory basis. The selected firm will be required to furnish the RJSCB with a certificate of insurance evidencing that it has complied with the obligations under this section of the RFP. In addition, the selected firm shall require its subconsultants, 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. 30 Days Notice of Cancellation is required. Selected firms are responsible for the payment of all insurance premiums. The City of Rochester, Rochester City School District, Gilbane Building Company, Savin Engineers, P.C., County of Monroe Industrial Development Agency (COMIDA), Deutsche Bank Trust Company Americas, and the Project's Architect and Construction Manager firms, must be named as additional named insured on such policies as well. The Project Architect and Construction Manager firms are as follows:

Project	Architect	Construction Manager
5	Young + Wright Architectural	The Pike Company
12	SEI Design	The Pike Company
17	SWBR Architects	The Pike Company
28	LaBella Associates	LeChase Construction
50	Clark Patterson Lee	The Pike Company
58	JCJ Architecture	LeChase Construction
Franklin	Young + Wright Architectural	Campus CMG
Charlotte	CJS Architects	Campus CMG
Edison	LaBella Associates	LP Ciminelli
Monroe	CJS Architects	Campus CMG
DWT	Consultant: Millennium Strategies	

Indemnification & Hold Harmless:

The selected firm will be required to indemnify, defend and save harmless the RJSCB, the City of Rochester, the Rochester City School District, Gilbane Building Company and Savin Engineers P.C., their officers, agents, and employees as set forth in the indemnity provision in the attached form agreement.