

**Resolution 2017-18: 100**

**Amendment #2 to CannonDesign Agreement – East (Phase 2)**

**By Board Member Jones**

WHEREAS, the Rochester School Facilities Modernization Program Act (the “Act”) established the Rochester Joint Schools Construction Board (“RJSCB” or “Board”), 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 authorizing legislation for Phase 2 of the Rochester Schools Modernization Program (“RSMP”) was signed into law by the Governor of the State of New York on December 17, 2014; and

WHEREAS, the amended Act authorized up to 26 projects in Phase 2 of the RSMP including a District Wide Technology (“DWT”) program, which involves technology upgrades and infrastructure work at several of the possible projects; and

WHEREAS, for Phase 2 of the RSMP, the RJSCB intends to undertake 14 projects for the design, reconstruction, or rehabilitation of existing school buildings for their continued use by the District (collectively, the “Phase 2 Projects”), which have been further defined as Phase 2a, Phase 2b, Phase 2c and Phase 2d, plus a DWT project at each of the Phase 2 school buildings; and

WHEREAS, the East School (“East”) is one of the projects included in Phase 2 of the RSMP as provided in the Phase 2 Master Plan; and

WHEREAS, the RJSCB approved the selection of CannonDesign as the Architect for the East project in Phase 2 (Resolution 2014-15: 216); and

WHEREAS, the RJSCB entered into an agreement with CannonDesign (Resolution 2014-15: 216) dated December 22, 2015, entitled Agreement Between Board and Architect (the “Agreement”) for the East project; and

WHEREAS, CannonDesign has asserted a claim for additional services in the amount of \$1,036,000, relating to the change in the program scope and schedule for the East project and the extension of the construction period from 26 months to 36 months; and

WHEREAS, the RJSCB denied CannonDesign’s claim as presented and the Program Manager thereafter negotiated a proposed amendment to the Agreement that would provide compensation to CannonDesign in the sum of \$500,000 for additional design services required for the East project, extending CannonDesign’s construction administration obligations an additional 10 months, and obligating CannonDesign to increase its M/WBE participation for the project; and

WHEREAS, the Program Manager has recommended that the RJSCB approve the amendment to the Agreement as described above; and

WHEREAS, the RJSCB considered and discussed the proposed amendment to the CannonDesign Agreement at its November 13, 2017 regular meeting, and after due deliberation, the RJSCB approved the recommendation to amend the Agreement as described above.

THEREFORE, BE IT RESOLVED:

1. The proposed amendment to the Agreement between the RJSCB and CannonDesign dated December 22, 2015, as set forth above is hereby approved, increasing the total amount of the Agreement by the sum of \$500,000; and
2. The RJSCB's Chair is hereby authorized, in the name and on behalf of the RJSCB, to execute an amendment to the Agreement that is consistent with this approval and in an acceptable form to the Chair upon the advice of the Program Manager and RJSCB's general counsel.

**Second by Board Member Cruz**

**Approved 6-0 with Vice Chair Schmidt away**