

**Resolution 2020-21: 63**

**Change Order #100 to Holdsworth Klimowski Construction Contract (East Campus – Phase 2a)**

**By Board Member**

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 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 Campus Modernization Project (“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 award of the general construction contract to Holdsworth Klimowski Construction (“HKC”) for the East project in Phase 2 (Resolution 2018-19: 51); and

WHEREAS, the RJSCB entered into a contract with HKC (Resolution 2018-19: 51) dated September 10, 2018 (the “Contract”), to perform the scope of services defined in the contract documents as the general construction contractor’s scope of work; and

WHEREAS, following the execution of the Contract, HKC, along with The Pike Company, Inc. (the Construction Manager), and the Program Manager, identified changes in the scope of work, and cost proposals were then obtained for these changes in scope items and provided to the Construction Manager and the Program Manager for review; and

WHEREAS, Change Order #100 includes the following items:

1.	Per IB 153, the casework scope was reduced in F-113 to accommodate locations of existing unit ventilators that were existing to remain. In order to do so, base cabinets and a portion of the countertop were reduced, but an MEP chase was required to be created behind the new	\$2,017.92
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	casework to accommodate MEP lines. There is corresponding credit for the reduction of casework and countertop of \$5,342. This change is connected to IB 205 plumbing and casework modifications. The total of the two changes and reduction of the credit results in a \$67 net add (design inconsistency).	
2.	Per IB 166 and 166R4, in the D-Wing, the lighting fixture type was revised to save on ceiling patching and repair in three rooms. As a result, new paint was required in a larger area than originally designed for. A corresponding \$1,800 credit was provided for the lighting fixture revision.	\$4,295.00
3.	Per IB 205, the casework scope was reduced in F-113 to accommodate locations of existing unit ventilators that were existing to remain. In order to do so, base cabinets and a portion of the countertop were reduced, but an MEP chase was required to be created behind the new casework to accommodate MEP lines. There is corresponding credit for the reduction of casework and countertop of \$5,342. This change is connected to IB 153 casework modifications. The total of the two changes and reduction of the credit results in a \$67 net add (design inconsistency).	\$3,294.00
4.	Per RFI 548 and IB 240, in the D-Wing bridge, the ceiling design needed to be modified to include raised pockets for existing overhead doors (design inconsistency).	\$271.00
5.	Per IB 270R2, in the D-Wing, Room D-139, existing uneven walls required drywall lamination to provide a consistent substrate for the writable surface teaching wall (latent condition).	\$1,150.00
6.	Per IB 279, in the F-Wing, Room F-104B, a metal panel was required above the door where an assistance track was previously installed in the ceiling (design inconsistency).	\$316.00
7.	Per RFI 633, in the D-Wing, rooms D-132, D-134 and D-138, there was not enough space to install wire mold above the countertop, as specified in the Contract Documents. As a result, the wire mold is relocated to be installed under the countertops, in line with the countertop support brackets (design inconsistency).	\$5,707.00

8.	Per IB 294, in the D-Wing, Room D-237A, the existing plaster soffit and wall were deteriorated and unable to be repaired. As a result, the soffit and wall needed to be removed.	\$ 362.00
9.	CREDIT: Per IB 293, in the F-Wing, Rooms F-101B and F-103B, after a discussion with the contractor, it was determined that the existing finishes in the noted rooms were in good shape and suitable to remain. The scope of work was therefore reduced to only include patching the existing shower floor in F-103B. A credit was provided for the remainder of work.	\$ (375.00)
10.	CREDIT: Per IB 293, in the F-Wing, Rooms F-101B and F-103B, after a discussion with the contractor, it was determined that the existing accessories in the noted rooms were in good shape and suitable to remain. The scope of work was therefore reduced to only include patching the existing shower floor in F-103B. A credit was provided for the remainder of work.	\$ (510.00)
11.	Per IB 301R1, in room A-112, suite B-110 and room D-200, due to lighting revisions in IB 166, existing acoustical ceilings required patching to accommodate the new lights (design inconsistency).	\$1,903.00
12.	Per IB 309, in the A-Wing, the Owner requested stainless steel corner guards be installed on existing, damaged marble wall panels. The majority of marble panels have deteriorated corners and require corner guards to prevent further damage.	\$4,813.00
13.	CREDIT: Per IB 308, the GC did not install the explosion proof ventilation package for acid cabinets as documented in the Contract Documents. The cabinets were reviewed by the A/E to be compliant without the explosion proof ventilation package (contractor inconsistency).	\$(1,240.00)
14.	Per IB 285, in the F-Wing, an electrical raceway assumed to be mounted on top of tile was removed as shown in the Contract Documents. After removal, it was discovered that the tile was installed up to the raceway and not behind. Instead of infilling partial tiles where the raceway existed, a decision was made to replace a section one full tile wide to provide an acceptable finish.	\$1,155.00

	There is a corresponding credit from the EC for the patching that was not performed.	
15.	Per IB 316, in the F-Wing stair, the existing railing was discovered to be broken and missing a segment (latent condition). To bring the railing up to compliance, a stainless steel tube railing is required to be patched in.	\$1,874.00
16.	Per RFI 655, in the A & B-Wings, the recessed electric strikes, specified, were not compatible with the panic devices currently installed on the specified doors. As a result, an electric latch retraction panic device was required (design inconsistency).	\$10,586.00

The total amount of Change Order #100 is **\$35,618.92**; and

WHEREAS, the Construction Manager and the Program Manager believe that the change order work is necessary, the pricing is appropriate and the Contract Time will not be increased by the foregoing changes; and

WHEREAS, the Program Manager thereafter recommended to the RJSCB that HKC's Contract should be amended to add these scope items for an increase in the Contract Sum of **\$35,618.92** and

WHEREAS, the RJSCB Board considered, discussed and deliberated the Program Manager's recommendation at its April 12, 2021 regular meeting.

THEREFORE, BE IT RESOLVED:

1. The Rochester Joint Schools Construction Board hereby approves the proposed Change Orders to HKC's Contract between the Board and Contractor dated September 10, 2018 as set forth above; and
2. The RJSCB Chair is hereby authorized, in the name and on behalf of the RJSCB, to execute the Change Orders to the Contract that are consistent with this approval and in an acceptable form to the Chair upon the advice of the Program Manager and the RJSCB's general counsel.

**Second by**