

**Resolution 2024-25: 23**

**Insurance Requirements Waiver for Watts Architecture & Engineering, D.P.C. (MLK #9)**

**By Board Member Jesse Dudley**

WHEREAS, the Rochester School Facilities Modernization Program Act (“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 New York State Legislature amended the Act by enacting Chapter 533 of the Laws of 2014 (“Amended Act”), thereby providing alternative financing mechanisms for the reconstruction of up to 26 projects for a total cost of \$435,000,000 for Phase II; and

WHEREAS, the New York State Legislature amended the Amended Act by enacting Chapter 614 of the Laws of 2021 (“Second Amended Act”) to authorize additional oversight, transparency, and accountability by the New York State Education Department to ensure projects are completed on time and within budget, and to provide alternative financing mechanisms for the reconstruction of up to 12 projects for a total cost of \$475,000,000 for Phase III; and

WHEREAS, for Phase 3 of the RSMP, the RJSCB established certain insurance coverage limit coverages required to be obtained and maintained by consultants working on Phase 3 of the Rochester Schools Modernization Program (“RSMP”); and

WHEREAS, the RJSCB issued a request for proposals (the “RFP”) for architectural services for the renovation and addition project for Dr. Martin Luther King, Jr. School No. 9; and

WHEREAS, the RJSCB approved the selection of Watts Architecture & Engineering, D.P.C. (“Watts”) as the Architect for the Dr. Martin Luther King, Jr. School No. 9 project (Resolution 2023-2024: 36); and

WHEREAS, Watts has requested a waiver of the \$5 million per project aggregate for its required umbrella insurance policy, on the grounds that it maintains \$10 million single event and \$10 million aggregate umbrella coverage above its commercial general liability and automobile liability coverage; and

WHEREAS, the RJSCB’s insurance consultant has recommended that the RJSCB approve the waiver based upon the amount of the umbrella coverage maintained by Watts, as well as its professional liability coverage that is in accordance with RSMP requirements; and

WHEREAS, the Program Manager provided its recommendation on or about October 28, 2024 that the Board accepts Watts’ umbrella insurance policy limits of \$10 million for a single event and \$10 million aggregate;

WHEREAS, the Board reviewed and discussed the waiver request at its meeting on November 12, 2024 meeting, and, after due deliberation, and now acts as follows.

THEREFORE, BE IT RESOLVED:

1. The RJSCB hereby waives the requirement that Watts provide a \$5 million per project aggregate for its umbrella liability policy and accepts Watts' umbrella liability policy limits of \$10 million for a single event and \$10 million aggregate for the Dr. Martin Luther King, Jr. School 9 project.

**Second by Board Member Thomas Richard**

**Adopted 7-0**