

Resolution 2025-26: 14

Third Amendment to Watts Architecture & Engineering Agreement – Dr. Martin Luther King, Jr. School 9

By Board Member Ronald Gaither

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, the RJSCB entered into an Agreement for Consultant Services with Watts Architecture and Engineering (“Watts”) dated August 13, 2024 (the “Agreement”) for the provision of design services in connection with the Dr. Martin Luther King, Jr., School 9 project as part of Phase III of the RSMP (the “Project”); and

WHEREAS, the Board has requested Watts to provide additional services consisting of: an updated enrollment study model built for the Rochester City School District; an investigation of the concrete “cap” installed above ceilings on all three floors of the building; a SEQR determination update on the environmental condition of the Edison sports fields; a test-fit drawing set for School 9 swing space; and pre-construction lead-in-drinking water sample testing (the “Additional Services”); and

WHEREAS, Watts has provided a cost proposal for the Additional Services, which has been reviewed by the Program Manager; and

WHEREAS, the Program Manager recommended to the Board that the Agreement should be amended to add the Additional Services and increase the current not-to-exceed allowance by an amount not to exceed \$101,605.00; and

WHEREAS, the Board considered and discussed the Program Manager’s recommendation to add the Additional Services and increase the contract sum by an amount not to exceed \$101,605.00 at its October 14, 2025 meeting, and after due deliberation, it approved such request to amend the Agreement.

THEREFORE, BE IT RESOLVED:

1. The proposed amendment to the Agreement as set forth above is hereby approved; 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 the RJSCB's general counsel.

Second by Board Member Jesse Dudley

Adopted 7-0