

**Resolution 2018-19: 107**

**Amendments to The Pike Company Contracts (CM – Monroe, DFTLC and School Without Walls)**

**By Board Member Tom Richards**

WHEREAS, the Rochester School Facilities Modernization Program Act (“School Modernization 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 School Modernization 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 School Modernization 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, Phase 2 includes, but is not limited to, the following projects: Monroe High School Phase 2a (“Monroe 2a”), Monroe High School Phase 2b (“Monroe 2b”), School Without Walls (“SWW”), and Dr. Freddie Thomas Learning Center (“DFTLC”); and

WHEREAS, the RJSCB selected The Pike Company (“Pike” or the “Construction Manager”) to provide construction management services for the SWW project in December 2016 as part of Phase 2b of RSMP (Resolution 2016-17: 90), and the parties thereafter entered into the Agreement between the RJSCB and Construction Manager dated December 13, 2016 (the “SWW Agreement”); and

WHEREAS, the RJSCB selected Pike to provide construction management services for the DFTLC project in December 2016 as part of Phase 2b of RSMP (Resolution 2016-17: 90), and the parties thereafter entered into the Agreement between the RJSCB and Construction Manager dated December 13, 2016 (the “DFTLC Agreement”); and

WHEREAS, the RJSCB selected Pike to provide construction management services for the Monroe 2a and Monroe 2b projects in January 2017 as part of Phase 2a and Phase 2b of RSMP (Resolution 2016-17: 112), and the parties thereafter entered into the Agreement between the RJSCB and Construction Manager dated January 17, 2017 (the “Monroe Agreement”); and

WHEREAS, subsequent to the execution of the SWW Agreement, the construction phase was extended beyond the period established in the SWW Agreement, and the Program Manager has received and reviewed Pike’s proposal for additional services compensation for the extension of the construction phase for the SWW project; and

WHEREAS, the Program Manager recommended to the RJSCB that the SWW Agreement should be amended to add the not-to-exceed amount of \$103,189.94 for additional services compensation for the extension of the construction phase for the SWW project; and

WHEREAS, subsequent to the execution of the Monroe Agreement, the construction phase was extended beyond the period established in the Monroe Agreement, and the Program Manager has received and reviewed Pike’s proposal for additional services compensation for the extension of the construction phase for the Monroe 2a and Monroe 2b projects; and

WHEREAS, the Program Manager recommended to the RJSCB that the Construction Manager's Agreement should be amended to add the not-to-exceed amount of \$476,346.00 for additional services compensation for the extension of the construction phase for the Monroe 2a and Monroe 2b projects; and

WHEREAS, the DFTLC project is substantially complete and the Program Manager has completed its reconciliation of all invoices for the Construction Manager's services pursuant to the DFTLC Agreement resulting in an unexpended allowance balance in the amount \$34,182.14; and

WHEREAS, the RJSCB considered and discussed the Program Manager's recommendations at its January 7, 2019 meeting to (i) increase the SWW Agreement by the not-to-exceed amount of \$103,189.94, (ii) increase the Monroe Agreement by the not-to-exceed amount of \$476,346.00, and (iii) reduce the DFTLC Agreement by the amount of \$34,182.14, and after due deliberation, the RJSCB approved the request to amend said Agreements as set forth herein.

THEREFORE, BE IT RESOLVED:

1. The proposed amendment to the SWW Agreement between the RJSCB and Construction Manager dated December 13, 2016, as set forth above is hereby approved, increasing the total amount of the Agreement by the sum of \$103,189.94; and
2. The proposed amendment to the Monroe Agreement between the RJSCB and Construction Manager dated January 17, 2017, as set forth above is hereby approved, increasing the total amount of the Monroe Agreement by the sum of \$476,346.00; and
3. The proposed amendment to the DFTLC Agreement between the RJSCB and Construction Manager dated December 13, 2016, as set forth above is hereby approved, decreasing the total amount of the DFTLC Agreement by the sum of \$34,182.14; and
4. The RJSCB's Chair is hereby authorized, in the name and on behalf of the RJSCB, to execute amendments to the above-referenced Agreements that are consistent with this approval and in an acceptable form to the Chair upon the advice of the RJSCB's general counsel.

**Second by Board Member Norman Jones**

**Approved 4-1 with Member Cruz away**