

# CONFIDENTIAL

**TO: RJSCB Members**  
**FROM: Thomas Rogér**  
**DATE: August 27, 2014**  
**RE: Agreement Amendment Recommendations**

**SUBJ.: SJB Services, Inc. Agreement, dated June 28, 2013**  
**Second Amendment**  
**Materials Testing and Special Inspection**

Second Amendment to the Agreement between the RJSCB and SJB Services, Inc. for Materials Testing and Special Inspection Services for the Rochester Schools Modernization Program is submitted to the Board for consideration and approval. This modification to the agreement is to provide the following:

Special Inspections and Construction Materials Testing for School 12. Gilbane/Savin has reviewed the contract for Materials Testing and Special Inspection currently in force with SJB Services, Inc. We have met with them to discuss their service to date and provide the following for your consideration with regard to the above captioned project.

We believe that producing an RFP for this service will not result in any foreseeable savings to the project. Further there is a need to have the inspection firm on board quickly to align with the start of the project. We have conferred with HSE and have been informed that that SJB's current contract explicitly permits the RJSCB to extend the contract of SJB to include additional school projects.

We provide the following in support of our recommendation:

- These services have bid twice before and the firm was awarded this work both times.
- Their work has been satisfactory.
- Rates have been negotiated and SJB has confirmed they will honor current rates as listed in the Agreement.
- The contract values have been set by the RSMP based on previous project comparisons.

We have met with the firm to discuss lessons learned and they agree to incorporated additional scope to include:

- Hold a preconstruction meeting to review required inspections;
- Protocol for requesting an inspection;
- Deficiency report log;
- Timely issuance of inspection reports.

The services will be provided for the duration of the project currently scheduled to begin on or about October of 2014 and will complete on or about August of 2016.

The value of this amendment for School 12 Phase 1 Demolition and Abatement is not to exceed \$35,000.

Therefore it is our recommendation that the Rochester Joint Schools Construction Board extend their contract with SJB for the project identified above. We look forward to the Board accepting our recommendation.

## Amendment Summary

Item	Amount	Cumulative Contract Value
Base Contract Amount	\$250,000	\$250,000
Amendment One	\$0	\$250,000
Proposed Amendment Two	\$35,000	\$285,000

**SECOND AMENDMENT TO AGREEMENT  
FOR CONSULTANT SERVICES DATED JUNE 28, 2013  
BY AND BETWEEN THE ROCHESTER JOINT SCHOOLS CONSTRUCTION  
BOARD (“BOARD”) AND SJB SERVICES, INC. (“CONSULTANT”)**

**B14-SJB-002**

SECOND AMENDMENT (“Amendment”) dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the Rochester Joint School Construction Board located at 1776 North Clinton Avenue, Rochester, New York 14621 (“Board”) and SJB Services, Inc., located at 535 Summit Point Drive, Henrietta, New York 14467 (“Consultant”).

WHEREAS, the Board and the Consultant entered into an agreement dated June 28, 2013 (“Agreement”) and the First Amendment for the provision of Materials Testing and Special Inspections Services in connection with the Phase 1b of the Rochester Schools Modernization Program (“Project”); and

NOW THEREFORE, the parties hereto do hereby agree as follows:

1. Additional Services: In exchange for the additional compensation described below, the Consultant agrees to provide the additional services set forth on Exhibit “A” and Exhibit “B” attached to this Amendment and incorporated by reference.
2. Additional Compensation: In exchange for the additional services to be provided by the Consultant, the Owner agrees to pay the Consultant an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00). The Consultant acknowledges, agrees and confirms that the Consultant shall not be entitled to any compensation for additional services in excess of the additional compensation referenced herein.
3. Not to Exceed: The additional compensation result in an increase of the original Contract value from Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00) to an amount not to exceed Two Hundred Eighty-Five Thousand Dollars and Zero Cents (\$285,000.00).
4. No Waiver: Except as specifically described in this Amendment, nothing in this Amendment shall be construed as a waiver by the Board of any of the provisions of the Agreement.
5. Effectiveness: On and after the date hereof, each reference in the Agreement to “the Agreement,” “this Agreement”, “hereunder,” “hereof,” “herein,” or words of like import shall mean and be in reference to the Agreement as amended by this Amendment.

6. Survival: Except as otherwise amended by this Amendment, the Agreement shall remain in full force and effect. The Consultant and the Board hereby approve this Amendment and ratify and confirm the remaining provisions of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed three (3) counterparts of this Amendment as of the day and year first above written.

**WITNESS**

**Rochester Joint School Construction Board**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Tom Richards**  
**Chair, RJSCB**

**WITNESS**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Charles B. Guzzetta**  
**Vice President, SJB Services, Inc.**

**Approved as to Form and Correctness**

\_\_\_\_\_  
**Peter Abdella**  
**RJSCB Counsel**

**Materials Testing and Special Inspection  
SJB Services, Inc.**

**Exhibit A**

<b>SJB Agreement</b>		<u>Date</u> 6/28/2013	<u>Value</u> 250,000.00		
<b>Amendment</b>	<b>Item No.</b>	<b>Contractor</b>	<b>Item</b>	<b>Trade Contract Bids</b>	<b>Cumulative Contract Value</b>
<b>Amendment 1</b>	1	SJB	Re-allocating dollars from Edison Technology Campus to cover School 5 Additional Services.	\$0.00	
<b>Amendment 1 Total:</b>				\$0.00	\$250,000.00
<b>Amendment 2</b>	1	SJB	Special Inspections and Construction Materials Testing Services for School 12.	\$35,000.00	
<b>Amendment 2 Total:</b>				\$35,000.00	\$285,000.00
<b>Grand Total Base Agreement w/ All Amendments</b>					<b>\$285,000.00</b>

PM Authorization: WJH

Date Approved: 8/27/2014



**Contract  
Drilling  
and  
Testing**

## Exhibit B

August 27, 2014

Rochester Joint Schools Construction Board  
Rochester Schools Modernization Program  
1776 North Clinton Avenue  
Rochester, New York 14621  
Phone: 585 512-3806

**CORPORATE/  
BUFFALO OFFICE**

5167 South Park Avenue  
Hamburg, NY 14075  
Phone: (716) 649-8110  
Fax: (716) 649-8051

**Attention:** *Mr. Thomas Renauto  
Executive Director*

**Reference:** *Phase IB Agreement Amendment for School # 12 Improvements  
Special Inspections and Construction Materials Testing Services  
Rochester Schools Modernization Program*

Dear Mr. Renauto,

**ALBANY OFFICE**

PO Box 2199  
Ballston Spa, NY 12020

5 Knabner Road  
Mechanicville, NY 12118  
Phone: (518) 899-7491  
Fax: (518) 899-7496

SJB Services, Inc. is hereby accepting an Amendment to our current Phase IB Agreement to perform Special Inspections and Construction Materials Testing Services for the above referenced Project site (School No. 12). SJB agrees to the following:

- Inspection and Testing Services will be provided by SJB as outlined in a Table of Special Inspections to be provided to SJB for School No. 12.
- Services provided will be invoiced under items listed in our current Phase I B Agreement. SJB will honor the current pricing in our Phase IB Agreement.

Thank you for considering SJB SERVICES, INC. for this project. We look forward to working with you.

If you should have any questions, please do not hesitate to contact our office at any time.

**CORTLAND OFFICE**

60 Miller Street  
Cortland NY 13045  
Phone: (607) 758-7182  
Fax: (607) 758-7188

Sincerely,

Charles Guzzetta  
Rochester District Manager

**ROCHESTER OFFICE**

535 Summit Point Drive  
Henrietta, NY 14467  
Phone: (585) 359-2730  
Fax: (585) 359-9668