

## Buildings and Grounds Committee Minutes

April 11, 2011 – 3:00 p.m.

Present: Chairman Rowland; Supervisors Hargrave, Jenkins, M. Johnson, Raymond, Thompson, Wright, Southworth, Wood, and Wormuth; Spencer Hellwig, Administrator; Ryan Moore, Mgmt. Analyst; Joseph Ritchey, Tom Speziale, Public Works; Daniel Butler, Animal Shelter; Steven Dorsey, County Attorney; Press.

Chairman Rowland called the meeting to order and welcomed all in attendance.

**On a motion made by Mr. Jenkins, seconded by Mr. Thompson the minutes of the February 1, 2011 meeting were approved unanimously.**

Mr. Butler said J. Luk, the General Contractor was supposed to be finished on July 30, 2010 and they were not. Phase three and four should have been done by October 15, 2010, which it wasn't. Bishop Beaudry's 10% of \$39,077 will be over by about \$22,000. Instead of having each individual contractor get their own insurance it was recommended in the beginning that it be in the budget. Bishop Beaudry paid \$14,214 for that, so there would be no blame game if something happened, and everything would be covered. The roof overspray issue of \$2,700 is still an outstanding change order. This was to oversee the replacement of the roof and siding damaged by J. Luk. The extension for J. Luk was \$37,584.97 because they didn't meet their deadline. As this is going to be over the 10% allowed by the contract of \$39,077 it will require a Board of Supervisors resolution to increase it.

Mrs. Wormuth said there were several other contracts that were increased because of the time delay, however, the project still remains under budget. It was within the authority of the change order committee to change those, but the limitations of the change order committee were if anything went above 10% that it would come back to the full committee.

Mr. Thompson asked what J. Luk was owed? Mrs. Wormuth said J. Luk owes the county money at this point. The county has not gone one penny over budget on this project, she said. We put the bonding company on notice about a month ago, and their suggestion was that any payments to J. Luk not go to J. Luk, that they go to the bonding company, as there is a concern that liens could be put on the building by subcontractors who haven't been paid because J. Luk hasn't been paid.

Mr. Butler said, as of right now, the county still owes J. Luk approximately \$120,000. We have decreased their contract, so far, with authorized change orders for the siding and other issues that say they damaged someone else's work in the amount of \$113,495. J. Luk is 168 calendar days over their time that they were supposed to be done, which is at a rate of \$500/day.

Mr. Thompson said there were discussions at a Buildings and Grounds committee meeting stating that as a county we didn't really want to get involved with this. It was the committee's response that, okay if you want to do this fine, but we don't want anything coming back to us.

Mrs. Wormuth said, we have known for a long time that this was going to be an outstanding issue and until everything was actually done, we wouldn't know what it was. The project is under the original budget, so the county is not expending or losing any extra money. All that we are doing is ensuring that the warranties are maintained in place and that we can justify not paying them, which is the recommendation of the bonding company because, as of today, they have not paid their sub-contractors. If their sub-contractors from that one company come back and say they put a certain amount of money into the animal shelter and never got paid it could cause an issue of a lien being placed against the building. This is something that would normally be handled by a subcommittee, but because Bishop Beaudry's case goes above the 10% of the overall contract although it is still within the contract budget, the attorney's recommended that we bring it back to this committee.

Mr. Jenkins asked who we owed \$37,584.97 to? Mr. Butler said Bishop Beaudry for being 168 days over.

Mrs. Wormuth said, based on the way the attorney's have interpreted the contract, at \$500/day for not finishing on time, we should be able to recoup some money.

Mr. Thompson asked, are we going to be able to recoup what we are talking about? Is the bonding company going to give it to us? Mrs. Wormuth said when it goes in front of a judge; he will be the one that makes the decision. That is what we are trying to hold the integrity of. In the meantime because we still have money in the project that hasn't been expended, lets pay the people who did a good job and lets not pay the people who didn't do a good job. We are not going over what we budgeted, so we are not taking money above and beyond what we have all agreed upon, except in the sense that this is 10% over what the change order was for the overall project, but we are still under budget. If anything is recouped from J. Luk it would be put back into the general fund.

Mr. Hellwig said the original bids that were awarded at the beginning of the project were for set services. It didn't work out that way because of the problems that occurred during the project. Companies like Bishop Beaudry now have a lot of responsibilities that were not taken into consideration.

Mrs. Wormuth said there was a completion date on the project that said by October 15<sup>th</sup> it would be done. There was a substantial completion date on the project that was much prior to that, that said back in July the building would be open and it would be ready for use with a certain amount of amenities available.

Mr. Jenkins asked if this goes to litigation and the county is involved along with Bishop Beaudry, would the county be responsible for Bishop Beaudry's legal fees?

Mr. Rowland said if the project ends up in court because J. Luk does not agree with liquidated damages, then per the contract, Bishop Beaudry is entitled to compensation for court.

**A motion was made by Ms. Raymond, seconded by Mrs. Johnson to approve extending a contract with Bishop Beaudry in the amount of \$22,000. Ayes – Rowland, Hargrave, Jenkins, M. Johnson, Raymond, Wright – Naves – Thompson. Motion passed.**

Mr. Ritchey said Public Works has been working with National Grid through their Energy Efficient Program. A contractor has done a preliminary review of the lighting systems in certain county buildings, and has reported that there would be a payback of less than three years. After meeting with Mr. Rowland a contract was put in place for them to review all of the county buildings. Mr. Ritchey said the money that would be saved through the savings in lighting would pay for the cost of the project, so there would be no impact to the county.

Ms. Raymond asked, why National Grid and not NYSERDA or some other contractor who does the same thing? Mr. Ritchey said National Grid actually has a more attractive lighting study package than NYSERDA at this point.

Ms. Raymond asked if we were going to pay National Grid money? Mr. Ritchey said no; there is a National Grid contract that is going to give detailed plans and specifications. The county will go out to bid and a contractor is going to come through and give a price to do the project and he is also going to give us a price for financing. Ms. Raymond asked what we would be paying for? Mr. Ritchey said we are going to pay for a new lighting system. They are going to reduce lighting with modern technology that will produce substantial savings.

Mr. Ritchey said insurance is going to reimburse the county \$195,495 for the replacement of the storage barn that collapsed at the landfill. He suggested taking some time to review where it would be most efficient to have the new storage facility rebuilt and report back to the committee.

Mr. Ritchey said gasoline prices have increased since the preparation of the budget. The potential impact to the budget if the prices stay the same as they are now will be approximately \$99,839.98 over budget.

Mr. Hellwig said the last time we went through this cycle with a big increase was a couple of years ago, and by the end of the year the prices had returned down so the impact turned out to be not as dramatic as first thought.

Mr. Ritchey said he had a conversation with the owner of the Country Acres Mobile Home Park on Stone Church Road adjacent to the county airport. As they have been impacted by the removal of trees, a request was made for a noise and barrier study. Mr. Ritchey suggested looking into the possibility of obtaining some FAA funding that could be put into the Long Range Capital Plan to have a noise study done by a consultant.

Ms. Raymond said an objective study that would tell us where there are issues would make perfect sense.

Mr. Rowland said the Legend Lane berm would be completed without delay, and Mr. Ritchey will explore the possibility of a noise study.

**On a motion made by Mr. Raymond, seconded by Mr. Wright the meeting was adjourned.**

Respectfully submitted,  
Chris Sansom