

WARREN COUNTY BOARD OF SUPERVISORS

COMMITTEE: COUNTY FACILITIES

DATE: JANUARY 12, 2009

COMMITTEE MEMBERS PRESENT:

SUPERVISORS THOMAS
O'CONNOR
CHAMPAGNE
VANNESS
GIRARD
GOODSPEED
PITKIN

OTHERS PRESENT:

WILLIAM LAMY, SUPERINTENDENT OF THE DEPARTMENT OF
PUBLIC WORKS
FRANK MOREHOUSE, SUPERINTENDENT OF BUILDINGS
JEFFERY TENNYSON, DEPUTY SUPERINTENDENT OF
ENGINEERING
FRED AUSTIN, BUILDING PROJECT COORDINATOR
REPRESENTING BOVIS LEND LEASE LMB, INC.
GREG LEVAN, PROJECT MANAGER
FREDERICK MONROE, CHAIRMAN
PAUL DUSEK, COUNTY ATTORNEY
HAL PAYNE, COMMISSIONER OF ADMINISTRATIVE & FISCAL
SERVICES
JOAN SADY, CLERK OF THE BOARD
KEVIN GERAGHTY, BUDGET OFFICER
SUPERVISORS BELDEN
BENTLEY
MERLINO
STEC
STRAINER
TAYLOR
TESSIER
JONATHAN ALEXANDER, *THE ADIRONDACK JOURNAL*
CHARLENE DiRESTA, SR. LEGISLATIVE OFFICE SPECIALIST

Mr. Thomas called the meeting of the County Facilities Committee to order at 12:12 p.m.

Motion was made by Mr. Girard, seconded by Mr. O'Connor and carried unanimously to approve the minutes of the previous Committee meeting, subject to correction by the Clerk of the Board.

Privilege of the floor was extended to Greg LeVan, Project Manager for Bovis Lend Lease LMB, Inc., who distributed a handout to the Committee members; *a copy of which is on file with the minutes.*

Mr. LeVan explained that the reason for his attendance at the meeting was to clarify Resolution No. 721 of 2008, which awarded bids and authorized agreements with various contractors relative to the Human Services Building - Phase II. He added that the electrical contract had been awarded in the amount of \$1,345,000 and included two alternate options.

Paul Dusek, County Attorney, explained that the electrical contract received was \$22,000 more than the amount authorized by resolution and because there was no documentation that the Committee was aware of the additional amount, Committee approval was necessary. He advised that the contract included two options; one of which would incur a savings of \$33,000, while the other would cost an additional \$22,000.

Mr. LeVan explained that the handout distributed consisted of the minutes from the meetings with the owner, architect and construction managers (OACM). He added that pages one through three were the minutes from OACM Meeting No. 1; pages four through seven were his notes on the meeting and pages seven through ten were the final minutes of the meeting. He said that on page five he had noted that they would be taking the \$33,000 deduction from EC-01, adding \$22,000 to EC-03 and placing EC-02 on hold until spring.

Mr. Dusek questioned the justification for the additional \$22,000 and Mr. LeVan responded that it was for a lightning protection system. Mr. LeVan added that the deduction of \$33,000 had eliminated some additional cable drops. Mr. Dusek asked if the lightning protection system had been recommended at the OACM meeting and Mr. LeVan replied affirmatively. Mr. VanNess apprised that the radio tower at Gore Mountain had been struck by lightning twice and added that the cost of repair had been much more than \$22,000. Mr. LeVan stated that the lightning protection system had been part of the documentation and had been broken down as an alternate for the contractor to bid as a separate amount.

In answer to a question pertaining to EC-02, Mr. LeVan explained that they had asked the contractor to place EC-02 on hold until spring 2009. Mr. Girard questioned what EC-02 consisted of and Mr. LeVan responded that he would have an answer by the end of the meeting. Mr. Dusek stated that EC-02 was not a concern to the Committee at this time and noted that the current issue was with the electrical contract which was \$22,000 more than the amount previously authorized.

Motion was made by Mr. Goodspeed, seconded by Mr. Champagne and carried unanimously to amend Resolution No. 721 of 2008 to include an additional \$22,000 for the electrical contract with Arcon Construction & Management, Inc. to cover the cost of a lightning protection system. *The necessary resolution was authorized for the January 16, 2009 Board meeting.*

Mr. Thomas noted that the next agenda item pertained to discussion on the space necessary for the offices of Supreme Court Justice Robert Muller. He added that he had been informed by Chairman Monroe that space at the CNA Building had once again been offered, this time at a much more reasonable cost. Chairman Monroe stated that he had several conversations with Judge Muller in the last week with respect to the matter and noted that Judge Muller was concerned about not having an office for himself and his staff. He said that Judge Muller had received an unsolicited offer from Bruce Levinsky, owner of the CNA Building, to rent office space in the CNA Building.

He explained that the offer was for 1,500 square feet of office space at a cost of \$500 per month for the first three months and \$15 per square foot thereafter. He explained that Mr. Levinsky originally required a five-year lease; however, he added, following discussions, Mr. Levinsky had agreed to a one-year lease. He said that he had met with Frank Morehouse, Superintendent of Buildings and it had been determined that it would be advantageous to house Judge Muller elsewhere for a year while the reconstruction of offices at the Municipal Center was completed. He distributed copies of two letters from Judge Muller; copies of which are on file with the minutes. He advised that according to the letters, Judge Caruso was willing to consider the use of the space in the CNA Building for Judge Muller's office.

Mr. Goodspeed questioned if the previous issue with the space had been the lack of a private bathroom and Chairman Monroe replied affirmatively and added that since the alternative was not having an office for a long period of time, Judge Muller was willing to accept the use of the office space at the CNA Building temporarily.

Chairman Monroe stated that another issue had been security and he noted that there were other judges whose offices did not have security. He added that the acceptance of the office space would be contingent upon the approval of Judge Caruso. Mr. VanNess questioned if Judge Muller could rent his current office from the Office of Court Administration as his temporary chambers. Hal Payne, Commissioner of Administrative and Fiscal Services, responded that he had made this inquiry and had been advised that it would not be allowable due to the fact that there were other attorneys working out of the office.

Mr. Dusek stated that the \$15 per square foot offer amounted to \$22,500 per year. He asked if the lease would be for 3/4 of the \$22,500 plus \$1,500 for the first three months (\$500 per month). Chairman Monroe responded that his understanding was that the cost was \$500 per month for the first three months plus \$15 per square foot for the remaining nine months. Mr. Champagne stated that the agreement should be contingent upon the approval of Judge Caruso, as well as the review and approval of the County Attorney. Mr. Dusek noted that the terms of the lease were accepted; however, he added, the leases held for office space at the CNA Building typically had separate fees assessed for taxes, utilities, janitorial expenses, etc.

Motion was made by Mr. Champagne, seconded by Mr. O'Connor and carried unanimously to authorize an agreement between Warren County and Bruce Levinsky for a one-year lease of 1,500 square feet of office space in the CNA Building for Judge Muller, at a cost of \$500 per month for the first three months and \$15 per square foot for the remainder of the year, contingent upon the approval of Judge Caruso, as well as the review and approval of the County Attorney. *The necessary resolution was authorized for the January 16, 2009 Board meeting.*

Mr. Goodspeed exited the meeting at 12:30 p.m.

Mr. Thomas questioned the status of the asbestos abatement in the kitchen of the old jail. William Lamy, Superintendent of DPW, said that Jeff Tennyson, Deputy

Superintendent of Engineering, would present an update on the asbestos. Mr. Tennyson stated that a survey sampling had been performed on December 8, 2008 by Albany Environmental. He added that they had received the results on December 19, 2008 which reported the presence of asbestos in the kitchen area, specifically the walk-in cooler area and in some pipe insulation. He apprised that he had received a draft scope of work for the asbestos abatement, for which they would prepare a bid later this month. He noted that the items in need of abatement were 800 square feet of mastic and approximately 25 linear feet of pipe fitting insulation.

Mr. Tennyson advised that he had investigated the area with Mr. Morehouse to determine which of the problem area pipes were still active and which could be diverted prior to the abatement. He said they had discovered a way that some of the heating pipe which was currently in use could be diverted and kept clear of the asbestos area. He said that although they would need to bid these services, Albany Environmental had suggested a budget estimate of \$40,000. Mr. Thomas asked if the estimate was for the abatement of the entire jail area and Mr. Tennyson replied that it was just for the kitchen area.

Discussion ensued.

Returning to the discussion on the Human Services Building, Mr. LeVan stated that the alternate marked as EC-02, which had been placed on hold until spring 2009, was an alternate plan that involved an additional K-3 at each location where there were four cable drops, which would be wired back to the telephone down blocks. He added that they had requested that the contractor hold the alternate until spring 2009. He said the contractor had agreed; however, he added, costs would be dependent on copper prices.

Mr. Champagne questioned why the alternate had been placed on hold and Mr. LeVan responded that it had been the decision of the core team. Mr. Payne apprised that they had been so close on budget that they had decided to hold EC-02 in order to determine if there were other places that funds could be saved in order to make EC-02 affordable.

Mr. Morehouse requested authorization for a contract with Barrier Free Elevator, Inc. for monthly elevator maintenance in the Municipal Center, commencing January 1, 2009 and terminating December 31, 2009, for a total amount not to exceed \$6,180.

Motion was made by Mr. Girard, seconded by Mr. Champagne and carried unanimously to authorize the contract with Barrier Free Elevator, Inc., as outlined above. *A copy of the resolution request form is on file with the minutes and the necessary resolution was authorized for the January 16, 2009 Board meeting.*

Mr. Morehouse said that he had been hoping for some new information on the safety collar from Barrier Free Elevators, Inc.; however, he added, there was some question as to its necessity. He noted that they had established a capital project in 2008 in order to install the safety collars on the elevators. He advised that he had inquired with

several companies, some of which had informed him that safety collars were a waste of money, while others claimed they were necessary. He said he would like to discuss it further next month after he had time to obtain more information. He added that if it was determined that the safety collars were not necessary, the resolution which established the capital project would need to be amended. Mr. VanNess said that his understanding had been that the safety collars were necessary in order to receive certification of the elevators. Mr. Morehouse responded that the company utilized for elevator maintenance at the time had stated that they would not bid for the contract again unless the safety collar was installed.

A brief discussion ensued.

As there was no further business to come before the County Facilities Committee, on motion made by Mr. Champagne and seconded by Mr. Pitkin, Mr. Thomas adjourned the meeting at 12:45 p.m.

Respectfully submitted,

Charlene DiResta, Sr. Legislative Office Specialist