

GOVERNMENT OPERATIONS COMMITTEE MEETING MINUTES
FEBRUARY 19, 2019

GOVERNMENT OPERATIONS COMMITTEE MEMBERS PRESENT: Hogan, Rozell, Haff, O'Brien, Shaw, Middleton, Ferguson

GOVERNMENT OPERATIONS COMMITTEE MEMBERS ABSENT: None.

SUPERVISORS: Henke, Moore, LaPointe

Debra Prehoda, Clerk of the Board

Roger Wickes, County Attorney

Stephanie Lemery, County Clerk

Matt Jones, Supt. Building & Grounds

Chris DeBolt, County Administrator

Al Nolette, County Treasurer

Laura Chadwick, Real Property Tax Director

AGENDA AS PRESENTED IN COMMITTEE NOTICE:

- 1) Call to Order
- 2) Accept Minutes – January 22, 2019
- 3) Department Requests/Reports
 - A. County Clerk
 1. Grant Update
 2. DMV Update
 - B. Buildings & Grounds
 1. Updates
 - C. Real Property
 1. Tax Sale Auction – Date and Place
- 4) Other Business
- 5) Adjournment

Chairman Hogan called the meeting to order at 10:00 A.M.

A motion to approve the minutes of the January 22, 2019 meeting was moved by Mr. Rozell, seconded by Mr. Ferguson and adopted.

BUILDINGS & GROUNDS – Matt Jones, Superintendent of Buildings and Grounds, addressed the following item with the committee:

- Updates:
 - Quote for Engineering for Building to Replace Valmet Trailer – M/E Engineering, P.C submitted the attached proposal to provide engineering services for a 3000 square foot building and a 5,000 square foot building including site work and environmental work. Their fee for basic services is \$20,900 and out of pocket not to exceed \$2,000. He would like to move forward with this quote to get some hard numbers on the cost to put up a new building at that site. A motion to move forward with M/E Engineering quote for an engineered building was moved by Mr. Haff and seconded by Mr. Ferguson. Discussion. The Superintendent of Buildings and Grounds stated a building to house the Board of Elections voting machines is the main purpose of the building. The difference between a 3000 sq. ft building and 5,000 sq. ft is the 3,000 sq. ft. would be just Board of Elections and the 5,000 sq. ft. would potentially be relocation of a Buildings and Grounds shop or future storage. The County Administrator stated the additional storage space would be used more as a temporary place to put items during a building renovation type event. This building will not be finished office space but will have plumbing and be climate controlled. Mr. Rozell stated this a \$20,900 study to build a storage building; public works project. The Buildings and Grounds Superintendent agreed with Mr. Rozell but stated this is needed for the County to move forward with procuring services to construct a building. He stated the two buildings at this site need to be removed, site work and drainage. The County Administrator stated this project will need to be bid because it is over \$35,000 for a public works project as per State

Law 103 B. He stated there might be a chance that working with the Superintendent of Buildings and Grounds that they might be able to prepare a bid document to go out for a pre-engineered building but feels it would be risky at best and difficult to give construction estimates. When this does go out to bid, this document needs to be complete because that dollar amount will be the basis of evaluating the responses. Mr. Rozell questioned why County personnel could not remove the buildings and working with Code Enforcement properly prepare the site and drainage. The County Administrator and Superintendent of Buildings and Grounds share the committee's concern with the cost of this proposal but in this municipal world recommends going forward with this step. Mr. Haff stated this is a storage building not occupied and feels that makes it much simpler. He stated this proposal makes things easier and he would rather do it a little bit harder and cheaper. The Superintendent of Buildings and Grounds has called Morton and multiple steel building vendors and they are all coming in between \$65 and \$75 per square foot. The Superintendent of Buildings and Grounds stated the Department of Labor is getting more and more involved in our projects. Mr. Haff would like to have the Superintendent of Buildings and Grounds come back with some other proposal that the committee could compare to this doing more ourselves. The Superintendent of Buildings and Grounds stated the County has to come up with a set of specifications for this bid. Discussion on bids. The County Administrator stated as a municipality it is not ideal to go out to bid for something like a foundation without an engineer's stamp to back us up. There is value to the County to have the protection of an engineer's stamp. Mr. Middleton suggested as he has previously done the possibility of hiring a civil engineer and the position would pay for itself. The motion to move forward with M/E Engineering quote for engineering building was moved by Mr. Haff, seconded by Mr. Ferguson and defeated. Mr. Haff made a motion to have the Superintendent of Buildings and Grounds speak to DPW and see what the other options are besides this and come back and compare different scenarios to whittle down that \$21,000 cost, no second. He stated this is not a complicated project. Chairman Hogan suggested Supervisors Haff and Middleton work with the Superintendent of Buildings and Grounds to see if there is something that can be done to satisfy their concerns and Mr. Middleton agreed. The County is looking for construction cost estimates for the two sizes 3,000 sq. ft. and 5,000 sq. ft. building.

COUNTY CLERK – Stephanie Lemery, County Clerk, addressed the following item with the committee:

- Grant Update – Discussed at the IT committee meeting the server that she submitted as part of her grant. If approved notification of the grant award is expected in May. They will cut items from the grant request if they feel they are not necessary for the project. On target with scanning project for the grant they received this year. In the process of getting their PCs ready for the installation of the IQS system with training scheduled for next week and going live with this new system March 4th. She noted that the Treasurer and Courts will no longer have to pay to use the site.
- DMV Update – They had to canceled Cambridge due to the weather. They are still on track and on their second visit to Salem.

REAL PROPERTY – Laura Chadwick, Director, addressed the following items with the committee:

- Tax Sale Auction – Date and Place – Scheduled for Saturday September 7th at the Hudson Falls Firehouse. Tax sale signs will go up the first week in August and will have information

available at the fair.

- Working with the District Attorney on the sale of two properties on John Street in Hudson Falls. Suggested she contact the DSS Commissioner regarding the properties she has to sell.

OTHER BUSINESS:

COUNTY ADMINISTRATOR – Chris DeBolt, Administrator, addressed the following items with the committee:

- Department Head Evaluations – He is still working on the evaluation schedule and will be in and out the last half of March due to the birth of his son.
- Governor’s Thirty Day Budget Amendments – In the original executive budget the Governor cut AIM funding and has come up with a plan to give towns their AIM money taking it from the County; using the sales tax on internet sales. He has been talking for two years about compulsory sales tax sharing. Shift cost to county. He feels if the Governor is successful then he will eliminate all the AIM funding in the executive budget and make it so that entire cost is shifted to the County. If the State owes the towns AIM money, then they should pay not the County.

Mr. Haff stated he will collaborate with the Superintendent of Buildings and Grounds and Mr. Middleton on the proposed building project.

The meeting adjourned at 10:51 A.M.

*Debra Prehoda, Clerk
Washington County Board of Supervisors*



February 14, 2019

WASHINGTON COUNTY
BOE AND DPW BUILDING STUDY
M/E Reference P183207.60

WASHINGTON COUNTY
County Administration
383 Broadway
Room B240
Fort Edward, NY 12828-1001

Attention: Ms. Sue Claymon, Assistant to the Administrator

Dear Ms. Claymon:

M/E Engineering, P.C. is pleased to submit this proposal to provide engineering services as follows:

GENERAL

Professional services will consist of HVAC, plumbing, electrical, civil and architectural engineering analysis for the proposed construction of a three thousand (3,000) square foot and five thousand (5,000) square foot building for the Board of Elections and Washington County Department of Public Works in accordance with the preliminary sketch dated January 24, 2019.

SCOPE OF WORK

M/E Engineering, P.C. proposes to provide professional design services in accordance with the Terms and Conditions set forth in proposal Washington County Term Assignment for Engineering Projects dated December 18, 2018 including the following:

A. BASIC SERVICES

1. Study Phase:

- a. Site visits to review field conditions.
- b. Report, including:
 - 1) Concept plan and elevations for a three thousand (3,000) square foot building.
 - 2) Concept plan and elevations for a five thousand (5,000) square foot building.
 - 3) Site sketch for each concept using google earth as the background and source for vertical data.
 - 4) Descriptions of proposed HVAC, plumbing and electrical systems for each concept.
 - 5) Narrative of applicable codes and design parameters.

- 6) Engineer's opinion of probable construction cost in the form of lump sum numbers for budgeting, based on square foot costs for similar structures. Will include hazardous material removal.
 - 7) Hazardous Material Report - completed under separate contract.
- c. One review meeting with DPW.
 - d. One review meeting with the Board of Supervisors.

B. ADDITIONAL SERVICES

The following services are not provided as part of the Basic Services outlined above. Should any of the below services be required, M/E will furnish a fee proposal upon Client request:

1. Life Cycle Cost Analysis for systems alternatives.
2. Documents for bidding and/or contract negotiation.
3. Design of telephone, data, communications or security systems.
4. Design of cable television system.
5. Site lighting and signage lighting.
6. Design of utility services (i.e., water, gas, electric, sanitary and storm sewers).
7. Fire protection design.
8. Services for Design of Backflow Prevention and Application.
9. Commissioning Design Services.
10. Detailed line by line Engineer's Opinion of Probable Construction Cost.
11. Construction phase services.
12. U.S. Green Building Council L.E.E.D. Project Certification Process.
13. New York State Energy Research and Development Authority.
14. Verification of Energy Conservation Construction Code of New York State compliance using the Department of Energy ComCheck - Plus™ Software.
15. Computational Fluid Dynamics (CFD) modeling. Computer analysis of thermal mass structure with dynamic thermal storage, natural ventilation, displacement ventilation, exhaust plume and air intake analysis.
16. Preparation of applications and supporting documents for private or governmental grants, loans or advances in connection with the Project.
17. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review; and performing or furnishing services.

18. Electrical arc flash study/calculations and determination of appropriate personnel protective equipment.
19. Field investigation involving opening of electrical equipment. If it is determined that such investigation is required for this project, we can provide a proposal from a qualified electrician to obtain the necessary information.
20. Record Drawings – CAD input of Contractor ('s') Certified "As-Built" information to the original project files. M/E Engineering, P.C. cannot verify or certify "as-built" conditions.
21. Detailed controls system installation verifications and post-construction system operations review.
22. Electronic drawing files prepared in BIM/Revit format including 3D, equipment attributes or clash detection, etc. Basic Services include Revit 3D files of main equipment pipe and duct routing only. M/E Engineering, P.C.'s electronic drawing files are an instrument of service in preparing Construction Documents in order to convey design intent and as such are not intended to be fully coordinated, which is the responsibility of the installing contractor.
23. Coordination with local utility companies for electrical, natural gas, water, sewer and storm services.

SERVICES NOT INCLUDED

- A. Hazardous materials (i.e., asbestos, lead, etc.) consultation, identification of hazardous materials in the project area, or design of hazardous materials abatement. Testing and report provided under separate contract.
- B. Preparation of specification boilerplate.

SUBCONSULTANTS

Rhinebeck Architecture.....architecture analysis
Weston & Sampson.....civil analysis

FEE FOR BASIC SERVICES

Our fee for Basic Services will be a TWENTY THOUSAND NINE HUNDRED DOLLAR (\$20,900.00) (USD) lump sum.

REIMBURSABLE EXPENSES

M/E Engineering, P.C. will be reimbursed for project expenses in addition to the above fee:

- Travel outside of the Capital District (At Cost)
- Subconsultant Expenses (At Cost times 1.1)
- Printing and reproduction expenses (At Cost)

We would not expect reimbursables to exceed TWO THOUSAND DOLLARS (\$2,000.00).

Ms. Sue Claymon
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RATE SCHEDULE

We have included our rate schedule for hourly billing rates for the current calendar year. Should the duration of the project extend beyond this calendar year, a revised rate schedule will be provided and M/E will invoice based on those hourly billing rates.

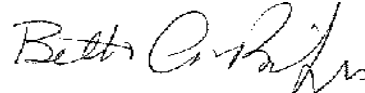
TERMS AND CONDITIONS

Included you will find "M/E Engineering, P.C. Terms and Conditions" which shall apply to this proposal for services.

We appreciate this opportunity to serve you and we look forward to a very successful project. If the preceding is acceptable, please sign the enclosed copy and return it to us.

Sincerely,

M/E ENGINEERING, P.C.



Beth Ann Bilger
Project Manager

BAB:kac

cc: Mr. Matthew Jones, Superintendent - Washington County
File

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ACCEPTED FOR WASHINGTON COUNTY

SIGNATURE _____ DATE _____

PRINT NAME _____

TITLE _____

M/E ENGINEERING, P.C. TERMS & CONDITIONS

Performance of Services:

M/E Engineering, P.C. (M/E) shall perform the services outlined in the attached proposal in consideration of the stated fee and payment terms.

Billings/Payments:

Invoices for M/E services will be submitted on a monthly basis. Invoices are due upon presentation and shall be payable in United States Dollars (USD) within 30 days of the invoice date. If the invoice is not paid within 60 days, M/E may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend the performance of services. Retainers will be credited on the final invoice. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 120 days after the invoice date, the Client shall pay M/E all costs of collection, including reasonable attorney's fees.

Access to Site:

Unless otherwise stated, M/E shall have access to the site for activities necessary for the performance of the services. M/E will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage due to site investigations and exploratory work.

Indemnification:

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless M/E, its officers, directors, employees, agents and sub consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, to the extent caused by the Client's negligent acts in connection with the project and the acts of its contractors, subcontractors, consultants or anyone for whom the Client is legally liable. Neither the Client nor M/E shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, nor will either party be subject to consequential, special, incidental or punitive damages.

Certifications, Guarantees and Warranties:

M/E shall not be required to execute any document that would result in their certifying, guaranteeing or warranting the existence of conditions whose existence of M/E cannot ascertain.

Ownership of Documents:

All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by M/E are instruments of service under this agreement and shall remain the property of M/E, and may not be used by the Client for any other endeavor without the written consent of M/E. M/E shall retain all common law, statutory and other reserved rights, including the copyright thereto.

Dispute Resolution:

Any claims or disputes made during design, construction or post-construction between the Client and M/E shall be submitted to non-binding mediation. Client and M/E agree to include a similar mediation agreement with all contractors, sub-contractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Termination of Services; Suspension of Project:

A party may immediately terminate this agreement and/or cease providing services in the event of a material breach of any term, warranty, condition or covenant by another party which remains uncured for fifteen (15) days after written notice to the defaulting party.

Notwithstanding the above, if the Client fails to make payments to M/E in accordance with this Proposal, such failure shall be considered substantial non-performance and cause for termination or, at M/E's option, cause for suspension of performance of services under this proposal. Prior to suspension or termination of services, M/E shall give three (3) days' written notice to the Client. M/E shall have no liability to the Client or Owner for delay or damage caused because of such suspension or termination of services. In the event of suspension of services, and before resuming services, M/E shall be paid for all sums due prior to suspension and any expenses incurred in the interruption and resumption of M/E's services. M/E's compensation and schedule for remaining services shall be equitably adjusted, as necessary.

Assignment:

Neither Client nor M/E shall transfer, sublet or assign any rights or interest to the proposed services, including, but not limited to monies that are due or monies that may be due, without the prior written consent of the other party, except that M/E can hire subconsultants as is usual and customary in the execution of this agreement.

Changes in Scope and Schedule:

M/E shall not be responsible for additional services resulting from significant changes in the scope, extent, or complexity of any portions of the Project designed or specified by M/E caused by changes in Owner's schedule, Contractor's Schedule, length of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations or Codes enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond M/E's control.

Entire Agreement:

This Proposal constitutes the entire agreement of the parties concerning the subject matter hereof. No covenants, agreements, representations or warranties of any kind whatsoever have been made by any party to this proposal except as specifically set forth herein. All prior agreements, discussions and negotiations are entirely superseded by this proposal.

M/E Engineering, P.C.

Rate Schedule

for the period

January 1, 2019 through December 31, 2019

<u>CLASSIFICATION</u>	<u>HOURLY BILLING RATES</u>
Principal	\$250.00
Associate/Group Manager	\$175.00
Senior Engineer	\$155.00
Senior Designer/Senior Commissioning Agent.....	\$145.00
Project Engineer/Project Designer.....	\$110.00
Commissioning Agent	\$110.00
Design Engineer/Designer	\$85.00
CAD Operator	\$60.00
Word Processor	\$50.00
 <u>REIMBURSABLE EXPENSES</u>	
Printing, Reproduction and Postage	At Cost
Travel Outside of Schenectady County	At Cost
Subconsultant	Cost Plus 10%