



MINUTES

Aransas County Commissioners Court: Workshop

1:17 PM – Friday, January 19, 2024

The Aransas County Commissioners Court met on Friday, January 19, 2024 , at 1:17 PM, in the Aransas County Courthouse, 2840 Hwy 35 N, Rockport, Texas. Aransas County Commissioner’s Court meeting video recordings are available by following this link: [Commissioners Court Minutes and Agendas \(aransascourtminutes.com\)](https://aransascourtminutes.com), then scroll to the bottom of the page and select the date you wish to view.

Present: **Ray A. Garza**, County Judge
Jack Chaney, Commissioner Precinct 1-1A – **absent at roll call, entered at 1:25 PM**
Leslie Casterline, Commissioner, Precinct 2
Pat Rousseau, Commissioner, Precinct 3
Robert Dupnik, Commissioner, Precinct 4

I. CALL TO ORDER

II. ROLL CALL

III. DECLARE QUORUM

IV. ITEMS FOR DELIBERATION AND/OR ACTION

1. Update Commissioners on the Progress of the New Courthouse – Judge Gar

For full commentary please see video:

[Commissioners Court Workshop - 1/19/2024 \(youtube.com\)](https://www.youtube.com/watch?v=...)

All documents are available upon request through the Aransas County Clerk’s office:
coclerkcc@aransascounty.org

Speakers in order:

Mark Williams, Senior Program Manager with Broaddus & Associates

Presented an outline of dates and events that are available upon request.

Commissioner Rousseau – The bid date was December of 2022 and the contract was signed in March of 2022?

Mark Williams –he notice to proceed was given on April 4, 2022, the contract was signed March 8, 2023, there was miss print for the year that the contract was signed.

Commissioner Dupnik – Are you saying that the elevator company is part of the reason for the delay?

Mark Williams – yes sir they were.

Commissioner Chaney – Did they get permission to make the changes?

Mark Williams – No, when the submittal came back from the elevator company, it was reviewed and rejected by the design team. Then it went back and forth with the same submittal without modifications.

Commissioner Chaney – The elevator company decided to us a different elevator than the designs called for?

Mark Williams – Right, they used a substitution.

Commissioner Chaney – Did they do that with permission?

Mark Williams – its normally acceptable to submit a substituted elevator.

Commissioner Chaney – But not to order it before it's approved, right?

Mark Williams – it has to comply with the plans and specs. If it doesn't then the design team marks it up and notifies if something is missing, they send it back to the elevator company to review and comply with the plan and specs. This elevator company sent the same submittal back with no modifications, and this went on for about six months. Continue on through the timeline. Talk about the error that the cement contractor made, how it was fixed and that it pushed the timeline back six weeks.

Commissioner Chaney – Were the plans correct?

Mark Williams – apparently. It was a one foot mark with a zero inch mark 1'0".

Commissioner Chaney – Who's responsibility is it to read the plans correctly?

Mark Williams – It's the contractors.

Commissioner Chaney – what was the additional cost to us? Were we out money?

Mark Williams – No, we did not pay any additional money. Talk about the roof trusses and the type of nail that was used and how to fix/meet the standards without replacing them. It was determined to spray them with a specialized paint would "fix" the problem.

Commissioner Chaney – Spraying them rather than have the right ones?

Mark Williams – The engineer of record approved this.

Commissioner Rousseau – Do you mean that the "fix" was acceptable by the engineer?

Mark Williams – Yes.

Commissioner Rousseau – Did the specification call for the correct kind of nail and that was not used?

Mark Williams – Right it did. The specs called for hot dipped galvanized fasteners or stainless steel fasteners and what we got was electroplated zinc fasteners, which were basic fasteners.

Roof underlayment was attached by cap nails, this was not approved. Worked with the manufacture, contractor and the design team and reached a solution to the problem. The solution approved was to put patches over the each fastener/nail. This was to make sure electrolysis did not occur and deteriorate the roof.

Commissioner Chaney – how far into installation were they with using the wrong fasteners before we discovered the problem?

Mark Williams – we were about half way through the installation of the underlayment.

Commissioner Chaney – If it was specified and it didn't meet specifications they should have redone it at their cost.

Mark Williams – There was a bit of a reason for that. We were doing this during the colder months of the year. And to meet manufacturer temperature requirements to attach it to the roof, we couldn't comply with that so the contractor, on their own decided to fasten it with the cap nails and apparently had done so in the past with success.

Commissioner Chaney – Did we approve that?

Mark Williams – We didn't. We only found it after going up to the roof.

Commissioner Chaney – Are they warranting their work?

Mark Williams – Yes they are. The manufacturer and the roof manufacturer are maintaining their full life warranty, with the resolution that we used.

Commissioner Chaney – Did they pay us the difference in price for the fasteners? There is probably a significant different in price between galvanized and stainless steel.
Mark Williams – We did not get a credit for any of those losses, but we did get the warranty.

Judge Garza – You are talking about the roof but Commissioner is talking about the fasteners and the trusses.

Mark Williams – We got no credit at all.

Commissioner Casterline – The nails on the roof were when we had a lot of high winds and that was the reason.

Mark Williams – We had a lot of high winds and cold temperature, and you're right Commissioner Casterline. The membrane would not stay down. Even after some of it was nailed and patched over the nails, it still blew off. So we had ongoing issues with that underlayment getting it to stick to the CDX.

Commissioner Chaney – What would it have cost us to delay until the weather was more favorable?

Mark Williams – Probably three to four months. What we ended up with was a product that met the plans and specs. It complied with the underlayment manufacturer and the roofing manufacturer.

Continued with the timeline, the next issue was five or six doors on the balconies that as specified were to swing into the building. We can't get an approved door for windstorm compliance. It was immediately recognized and questioned if we could swing them out, but the balcony rails prohibited that option. So we selected a window in place of the doors. That brought about many framing issue to make that change that led to interior and exterior changes to finish them out. The process started in January 2023 and not resolved until September 26, 2023.

Commissioner Chaney – Who was responsible for designing it for wind load?

Mark Williams – the architect and design team.

Commissioner Chaney – did they offer to offset the costs?

Mark Williams – No.

Commissioner Chaney – It seems like that is something to be negotiated.

Mark Williams – Continue through the timeline next was the roof. There is a concrete stub wall to separate the "flat" roof, not really flat it has a slope. This is what the metal studs were to be connected to the metal roof that you see from the outside of the building. During construction it was changed that the trusses would extend over onto the top of the concrete wall. We expected some sort of credit back for not having to build the metal stud wall. We did not get a credit even though we asked for that.

Last topic is the Change Orders, they are typically spawned from RFIs that are reviewed by the design team and us. Change orders come about if there are items missing in the plans and specs that need to be done to comply with the completion of the project. Over the course of time we've reviewed and Commissioners have approved 12 change orders. Those 12 change orders contain many contractor PCOS (Potential Change Orders).

When we write you guys a change order and it comes before you for voting, there may be two or three items within that one change order. Many of these come at the cost of design errors or omissions. PGAL's error and omissions to date total \$326,321.00.

When we did the first VE (Value Engineering) we took out \$ 256,000. The second change order was a reduction in piling depth and saved another \$78,000. So we accumulated about \$320,000 in credit. With that said, once you take the errors, omissions, delays and changes out of the credits we have we're about at a \$20,000

positive side of the coin. We are still below what the contractor bid to date. But, we have two or three remaining change orders that we have to deal with. When I say three there are actually more than that. The three I'm talking about could potentially be very large. The next step for us is we're going into negotiations with the contractor and the design team, in order to find an amiable solution, with less cost, shorter amount of time, and that meeting is supposed to happen next week. We are looking to reduce all of that before it comes to you.

A final note that I want to add: This is a beautiful building, the whole project team want to complete and proudly deliver this project so that the County can experience for many decades to come. The benchmark architectural motif that these buildings are designed by will set the stage for Rockport's future growth and development and as a landmark to be quite proud of. We are weeks away from having the interior work complete, and I say that not exaggerating, we're in the last stages of painting, flooring and wrapping up the interior of the building. However the exterior is going to follow shortly after and that's my report.

Commissioner Rousseau – I'm glad to have this in front of us, it's certainly helps explain some of the things. I've been attending contractor meetings for the last few months but when you say we are mere weeks away from having the interior done I'm surprised to hear that because of some of the issues I know that are still pending. With the District & County Clerk's offices: power on the wrong side, counters incorrect, so that seems to me like that is going to take a while to fix.

Mark Williams – Right if we can get through that rather expediently we could stay on schedule. However, if we can't reach an agreement, that will extend the interior completion.

Commissioner Dupnik – Due to being the newest member on the Court, I'm behind on the information the Court has obtained. So I have a couple of questions. In my mind when you say weeks that could be nine to twelve weeks.

Mark Williams – Right now our substantial completion date is January 31, 2024, so we are two weeks from that, I think we are more like five weeks away from finishing the interior of the project, but could be a month and a half. I think we are very close. There are some outstanding change orders that we have to tackle and get a solution fast.

Commissioner Casterline – What is the difference in time? You said substantial completion date, what the difference in substantial and final?

Mark Williams – There is a term used in our industry called substantial completion and the definition of that is, substantial completion is completion of the building in terms of being used by its occupant for its intended use.

Commissioner Chaney – so that means we're moved in and going to work.

Mark Williams – The date is set for January 31st, do I believe we are going to be at substantial completion? No, but I think we will have most of the interior done. We are still waiting on the elevator controls and the generator. Those are the real issues.

Commissioner Rousseau – Do we have a time frame? The last meeting I attended there was no time frame on elevator.

Mark Williams – We were told that the elevator could possibly be here this week, so we are hopeful that we will get the elevator in next week. They are going off of what TKE is telling them. So they are relying on a subcontractor that has no real interest in the project to complete their work. It's a precarious situation.

Commissioner Dupnik – When talking about the design team signing off on changes, did the county sign off on any of these changes?

Mark Williams – All twelve change orders that we reviewed and approved have been through Commissioner’s Court.

Commissioner Dupnik – I mean other than Commissioner’s Court? Was there someone there on a daily basis?

Mark Williams – Not on a daily basis. I’m your representative, it’s my job to review the contractor’s proposal to ask him to sharpen his pencil, and look at the time line, that sort of goal is for you. We do that daily.

Commissioner Dupnik – What type of practices do you have in place on a daily/weekly timetable to monitor potential problems that might have occurred?

Mark Williams – I’m here about once or twice every week to review work in progress. I write field reports and send them to the Judge and Elle for review.

Commissioner Dupnik – I would like to agree with you about the courthouse with appearance of it. My big concern is, there looks like there is a disparity in communication between the interior and the exterior architect. It could be because of the design going for two to three and then back to two stories. They had bigger windows, I’m trying to understand how that happened.

Mark Williams – As I said earlier we spent about a year in schematic design, we went through four iterations. That only left about three and a half months for the design team to take from schematic design, through design development, onto construction drawings, and put it out for bid. They were compressed greatly from the eighteen to sixteen months of design time, down to about three and half.

Commissioner Dupnik – My last question from a perspective of a contractor, if Teal or their sub is given a design that is signed off on, it’s their obligation to build it as handed to them from the blueprints.

Mark Williams – They have to build what’s on the drawings and the specs.

Judge Garza – Whenever we first started the project, you mention something about the budget. We budgeted \$22 million, but starting the project it came in about \$23 million, so we were \$1 million over budget just signing the contract. We had no contingency. There was no contingency built in, that was the purpose of value engineering. That was about \$256,000 plus another \$70,000.

Mark Williams - So we ended up with about \$326,000, I’ve got in on my computer. By the time we did our first couple of deductive change orders and our value engineering we ended up with a credit of nearly \$326,000. So we were able to draw form that to work these change orders out. What I’m saying is we are still in the good \$20,000, but we have two or three pretty good sized change orders, that we are going to have to solve.

Judge Garza – Earlier you mentioned about the roof insulation and you said you were going to come back to that.

Commissioner Rousseau – You mentioned that it was deducted during the value engineering. I was curious why that would be proposed?

Mark Williams – It was proposed and then agreed upon by the design team. It was a spray on urethane foam that was on the bottom side of the second floor slab around the roof that’s metal. The flat roof did not get the spray on, so it’s just around the periphery of the building. About 30 feet all around the building. That was taken out and we were given a credit of about \$70,000 but agreed that some of it needed to stay in above the lobby. So the credit was about \$42,500.

Commissioner Rousseau – I’m curious, because now we have issues.

Mark Williams – We do have issues, yes.

Commissioner Rousseau – Condensation between the roof and the second floor.
Mark Williams – Right. So the plans called for a blanket of bat insulation six inches deep to be on the top of the concrete slab. In an effort to insulate it from the hot humid attic. That does not work as planned. The hot humid air is compensating on the cold concrete slab, then it bleeds through the concrete and drips on things below. The solution we are looking at is to add the spray insulation back into the contract. But instead of doing it on the underside of the concrete we are doing it on the top side and still achieve the same results, hopefully and according to the design team's research. The cost in terms of the change order according to TEAL Construction is \$299,000 to add it back in. We believe maybe with research and looking for alternate contractors and alternate ways to get the work done we can trim that down and get it back closer in line with what we were expecting to pay.

Commissioner Casterline – When you originally took that out, didn't you actually hire a professional that said it wouldn't be a problem to take it out? Undoubtable he was wrong.

Mark Williams – The design team hired an envelope consultant, that said because we have the insulation on top of the concrete slab in conjunction with the louvers that were around the periphery, which by the way were not installed when we experienced the condensation and caused there to be no air movement. We got the louvers that need to go into that parapet wall on the inside of the building. Once those are installed the attic will ventilate better than it ever did.

Commissioner Chaney – So there is positive pressure to take the moisture out.

Mark Williams - Yes sir.

Commissioner Rousseau – Except the price for the instillation.

Judge Garza – You said there is about three more change orders.

Mark Williams – There are some smaller changes orders but they are not of any consequences compared to these. The other is extended general conditions, one for the jail standards that were missed in the design phase and that is around \$229,000, so we are looking to talk and negotiate with the contractor to find a solution.

Commissioner Dupnik – do you have a rough number what we are looking at?

Mark Williams – No sir, not until we go through negotiations. Hopefully we find an amiable solution that everybody is agreement with.

Judge Garza – There is a presented number, but we are going to have to negotiate.

Commissioner Chaney – are you going to have to work through all of that before we can take occupancy?

Mark Williams – Yes sir. The insulation, no. The jail standards, yes. We have to jump that hurdle with the jail standards before we can occupy. The insulation we have some time, until we experience those hot humid months that induce humidity in that attic

Commissioner Casterline – We can occupy and do spray foam afterwards.

Mark Williams – Absolutely.

Commissioner Casterline – you would have to get everybody out of the building.

Mark Williams – You could probably do it because the attic space is completely detached from the inside.

Commissioner Casterline – I've used spray foam and it's pretty toxic.

Judge Garza – We are not going to be in there is two weeks.

Mark Williams - I've already seen an increase in man power on the brick work. I'm hopeful we will get there in short order.

Judge Garza – does anybody have anything?

Misty Kimbrough – You were talking about the spray foam being done after we take occupancy.

Mark Williams – that is a possibility.

Misty Kimbrough – As somebody who is paying lots of money to have documents restored and handling the mold. You are talking about dripping from the second floor into my office.

Mark Williams – only after July the following year, we have time between now and then to get that work done.

Misty Kimbrough – I as the custodian of my records don't want them there until that issue is fixed.

Mark Williams – it won't be.

Commissioner Rousseau – I as a Commissioner and thank you for that, Misty, don't want us moving into the Courthouse until that insulation is fixed.

Mark Williams – I understand.

Commissioner Rousseau – That's just one vote and one person's opinion but I feel very strongly about that.

Mark Williams – it is very well understood, along with Casterline's comments about the toxicity. That is a huge concern for everybody. We will make sure we get that hurdle before we get in there.

Commissioner Chaney – This is a forty year building.

Mark Williams – Fifty year.

Commissioner Chaney – I don't want to expose the employees or the general public to a building that's not complete. I don't mean you have to have everything painted and buffed with a shine but I would not vote to go into that building until it's done.

Mark Williams – Duly noted.

Judge Garza – We could probably expect a change order concerning time soon?

Mark Williams – To speak to that, the contractor is due time past January 31st, for changes that have been implemented that we've all agreed on. Maybe due to errors and omissions, but he is due extra time. We have hurdle to jump as well, we will be looking at that next week.

Commissioner Casterline – Why would you put the time in that each change order might cause?

Mark Williams – We do normally do that. Some are difficult to determine how that impacts the schedule. When something arrives and then what's in the way of it, to get it implemented. It's a balancing act to get all the stuff done. With these change orders we will get a time frame on their expenditure of time.

Judge Garza – I know there's a change order coming for general conditions and if you recall the May 8th meeting we were supposed to have a finished building by September 15th. A building sitting empty waiting for elevators. Is there anything we did as a county that caused us to be where we are at today?

Mark Williams – We've had some change orders that are a direct result of the design team being painted into a corner. With that said, I don't know what that time is, it would take some research to determine exactly how much time is related to some of these change orders. The object is to get this project finished and end up with a wonderful facility and we are on the precipice of that. We are trying as a team to get that done.

Judge Garza – Ya'll have got some negotiation to do and we've got some approving or disapproving to do. We've got our regular set Commissioner's Court, I'm inclined to

do anything associated with the courthouse build in a Special Meeting. So it doesn't waste their time, sitting here waiting for their agenda item to come up. I'm inclined to do Special Meetings for the rest of this build. So it doesn't get lost and waste your time.

Commissioner Rousseau – or to wait on the two week interim for the regular meeting.

Commissioner Chaney- I would suggest that we set for the next several weeks a meeting every week for a specific time to hear where we are.

Mark Williams – we can certainly do that.

Commissioner Dupnik – Since I've been sitting here I've heard County and District Clerk, JP Court, and the I.T. Department, several people have said "here's what they needed to do their job sufficiently" and what they're getting is not what they had asked for. I would like to know whether the County is responsible, where did that get lost, in design, construction, was it because of reduction in floors? How did that result?

Mark Williams – that was probably a little before my time. But I could let the design team speak to that.

Commissioner Dupnik – I think it'd be important because we haven't had an answer?

Pam Heard – We have several things that it's my understanding may be less expensive to retrofit after we take the keys to the courthouse. But, unfortunately that also means that our records aren't going for whatever reason the fire suppression systems were not addressed and they were in our request from the very first communication. I don't know what happened, or who dropped the ball there. But, that's going to have to happen before we move our records there. I don't know what else to say.

Commissioner Dupnik – That is a cost that has to be addressed, correct?

Pam Hear – Correct. It is statutory, we have to have the proper system. Both myself and the County Clerk. It's going to be expensive. It was not included in this bid.

Commissioner Dupnik – That was asked for in the beginning?

Pam Heard – Yes. I have the documents right here.

Commissioner Chaney – Do you think that you and the County Clerk could get together a list for the Commissioner's everything that is statutorily or regulatory required that is not done or been addressed.

Pam Hear – It's pretty simple. It's in the administrative code and it's statutory, any new build after 2013 has for the permanent or historical records have to be water, fire, and steam proof, collapse proof and I forgot one. There are five.

Misty Kimbrough – UV light.

Pam Heard – Thank you.

Commissioner Chaney – is that the only thing that's left to be done or are there other areas that need to be addressed?

Pam Heard – There are but I think they are minor. For instance they built an extra counter inside the office that makes it impossible for us to get to the counter to wait on people. I don't know where that came from or how that happened? But that has to go. There is another wall that we have to be able to see past, they put bulletproof sheetrock there that has to come out. It's things that can be done after we take the keys, but has to be done before we move in.

Misty Kimbrough – I also have a things that will have to be changed before we move into our office. The counter height, the public computers are where we cannot see them from our office, we would have to exit into our lobby area to see them.

Commissioner Chaney – these are the things that I'm talking about. Stuff that's not only mandatory but operationally that need to be there the first day.

Pam Heard – Correct. Some of it is just common sense, we have to be able to see the

public. We have to be able to wait on the public conveniently.

Commissioner Chaney – We are not going to change size but things that are encumbrances now to you. I would like to see a list of that given to Commissioner's Court for discussion.

Pam Heard – I'd be happy to do it.

Judge Garza – Judge McGinnis did you have something?

Paul Bonette with PGAL – We are the architect of record. I just want to speak to some of the design issues. We stand by our design, if there are items, some of these items I'm just learning about today. If there are items that we need to take care of or fix we will work on those. We would be happy to talk to the Court or the Judge or however we need to about any responsibility that we might have there. I don't want to delve into the details and the long history of this project but just say that we are here to fix anything that was a design issue. And stand behind our design.

Judge McGinnis – I've addressed the courts already with the problems that we had for the design of the JP Courts. We still need modifications on some of those. We cannot just have a call center because I can tell you we are not going to be able to process warrants. We are going to have to eliminate a lot of stuff that we normally do on a daily basis. And, that is going to cost the county money. Right now I think we are at 6,000 warrants for \$1.4 million dollars. How am I supposed to produce more warrants for the county when we don't have the space?

John Murray, President of Teal Construction, also a permanent resident here in Rockport. I plan on being here the rest of my life. I take a lot of pride in these buildings and I've got a lot of concern about them and how they come together as much as anybody in this room. I have quite a few things I want to address.

1. Respond to some of the things I just heard from Mark.

- a. Elevator submittal – we've given ya'll some binders (*see packet*) and in those binders we've addressed some of these issues that are being talked about. One of my concerns has been that not all of the information gets to the Court. Not everything gets back to ya'll. People see what's going on and in good faith state their opinion but what's happening and gets' expressed but you don't hear everything. In the binder there is a section about the elevator that goes back to the original dates from the very beginning. To summarize: the problem started with a design issue related to the electrical components and the design of the electrical gear that had to be in place for the elevators to operate. That took some time to resolve. There was a long period of time that seemed like nothing was happening but there was back and forth about the electrical issues. The electrical plan showed two elevators and there were three and that not only affected the elevators but it the main switch gears that was the first major problem that affected the critical path of this job.
- b. Brick ledge – he's correct the concrete foreman on site read the drawings wrong he read 10.5 inches when it should have been 12.5 inches. His and our fault and we dealt with it and we paid for it. The critical path of this job is being driven today by the items that are beyond anybody's control. The electrical gear, the elevator, the elevator controls, and today the jail standards plan, these are all pushing the completion date.
- c. The truss fasteners – this issue, there was a debate about whether the fasteners were exposed to the elements. Because the trusses were on an

inside condition, the truss manufacturer and the roofer all felt that was not an exposed condition agreed that the fasteners were fine but we did go back and find a solution that the engineer agreed with and was in the specs that if something has to be coated the you have to coat it this way. That's what was done.

- d. Cap Nails – Judge if you remember I came to your office about the cap nails with a sample. You can look at any metal roof being put on in this town and the underlayment is nailed with cap nails. The difference is this is a commercial roof and the panel actually stands off the underlayment by $\frac{1}{4}$ to $\frac{1}{2}$ inches off of the underlayment. That nail head was never going to hit that panel. We went to Suprema who provided the underlayment, they said it would not void their warranty and they understood that you had to have the nails to keep it from blowing off the roof. The roof manufacturer also stated it wasn't a problem with their warranty. The roof went back and did whatever he was asked to do and so that everybody is satisfied that it won't be a problem.
- e. Change order I think # 46 - We went from \$57,000 to \$27,000 that's true. It wasn't a matter of us and our subcontractors elevating the cost and everything being the same. There was long period of time that we discussed changing things and different ways to do it. Deleting some work. A lot of things happened to reduce that cost.
- f. Truss system and the roof curve – In the Specs the truss system was called out to be designated design and in our world that means the manufacturer of the truss is also the engineer of the truss. It's up to him to design that truss, so in their bid they take their design and they bid it based on their own design. They designed those trusses to meet all the requirements of the specs and that was the design they came up with and that's what they furnished. So there wouldn't be any credits for that. They had a better mouse trap in their design.
- g. Completion dates – Right now that's being driven by the change orders and what we're going to do with the roof insulation and what we're going to do to the jail standards. Jail standards are the prime driver now. That is part of these change orders. The insulation, our job in providing value engineering is go back and look for everything that might possibly be a better way to create value in the project to save money. Our team looks at the drawing and plans and come up with our ideas. We go to every subcontractor that we've got on the job we ask them to do the same thing. At that point we compile all of this and then we pass all that to the owner and the design team. With the understanding that we are not professional designers, architects, or engineers. These are things that can reduce cost now you need to look at it and tell us if that's going to create any kind of conflict or be anything that doesn't meet the design requirements. Removing the insulation from the bottom side, imagine looking up and being able to spray what's overhead and walk out, that's what was originally there. Now, the equipment for the spray foam is a big contained trailer. We have to get the hoses and run them through all of these trusses inside that area and that is difficult, labor intensive, and very time consuming. We also had to remove all the insulation that was

put up there and got wet.

I hope everybody can understand there's more parts and pieces to these things that need to be understood. Then a full understanding of why things are what they are can better be evaluated. It's my hope that all the parties involved in this job will come together in good faith, sit down and negotiate all of the open items which have to be negotiated globally. It's the whole picture, it's the change order from September to January 31st for change orders. Part of that cost, our subcontractors that have asked for money that has to be resolved. Then look at this extension we are asking for going into April due to the elevator delays. Once we get those off the table if we can get our general condition issues resolved we can start looking at each of these other items strictly at cost. We negotiate with the subcontractors and challenge them when they come back we pass that on and then we are told "it's too much money, we don't like that." We go back and go around in a big circle, we do the best we can to hold costs down. I will say if everything was approved today where we think it could end up, the total change orders in this job would be around 4-4.5% of the original cost of the job. In all of the construction projects I've done, that's not unusual. Especially considering the delays we've had and coming back with the jail standards adding work. I want to stress the critical path that drives this, in the back of the handout is a critical path schedule that depicts what's been driving the critical path. I'm not saying we haven't had problems, we have. We had a couple of subs out there and we're still dealing with it. But the critical path that's driving the date of completion is being driven by the supply chain problems and in some cases the timing of getting decisions and resolutions to problems. Thank you.

Judge Garza – I commend you, you've made mistakes and you've fixed them without charging us. We appreciate that. Any other questions.

Commissioner Chaney – We're all disappointed it's taking this long getting in the courthouse but it doesn't seem we've had anything, other than labor conditions, and that just happens, I mean we are not building a house, it's a massive building. I think we are getting a good product at a reasonable price. I just wish you the best. I think one thing that would have been better from the Court side, I wish in retrospect we had more information going along than just issues, telling us some of the good stuff. This is going to be a magnificent building. This is a hell of a building.

Commissioner Casterline – Why haven't the roofs on top of the towers been finished?

Teal Construction? – The short answer is the sequencing of the work that still has to take place. On each side of the tower we've got to go up with some masonry, and in order to do the masonry we've got to be able to set up scaffold and work platforms. Before we do that we have to figure out what we are doing with the attic insulation. That all butts up and gets married back into the masonry that goes past the roofline. Then when that's complete we can close up the roof.

Judge Garza – I'm going to leave the negotiations up to the professionals but it's a hard pill to swallow that we got a credit for that insulation for \$42,000 and then to put it back in is really high. I understand getting the material up there, but when you took it out was that number getting the equipment up there was that included?

Jason Hoag, Sr. Vice President for Teal – On the insulation specifically we're talking about apples and onions. The credit was a much different application than what we are going now. The machine and trailer will be on the ground, the hoses have to go up through soffits so there's still work we can't complete on the exterior until that is done.

and expensive. It's multiple setups, there are some big challenges there and then you're inside the trusses that are 24" on center.

Judge Garza – It's still hard to swallow, thank you.

Commissioner Dupnik – Rene or Elle, we did a walk through a few weeks ago and it had been after a rain and we saw water draining down the walls I think. Was that an area of the roof that's not completed?

Elle – Yes. That was in the upstairs conference room that is underneath the tower where the roof is not complete.

Jason Hoag – Specific to the insulation in the attic. Teal hired our own consultant because we saw this coming. We wanted to make sure before we raised the red flag this was in fact an issue. About a year ago to date we issued a letter that we hired out of our own pocket stating that this was not going to work. We brought it up a long time ago. I just wanted to point that out. It's been an issue for a year now.

Judge Garza – the County or Mark knew about it?

Jason Hoag – Yes, everyone. Once we got that we went through a couple of different pricing iterations. One was applying a vapor barrier to the top side of that roof deck, which was about \$100,000 but, what I can remember it was not taken as an option we were not going to need it. When we put the bat insulation Mark talked about up there, yes, the louvers were not cut in but the attic wasn't completely closed in. The soffits were still open and it was open around the tower and some other big areas that were open. When you were in there you could tell the wind was moving through there. Once that got put in, that's when we noticed it was wet. I directed Justin and my team to go up there and rip it all out. I don't want these problems later, I want that nasty insulation out of there. I don't want it sitting on those trusses to cause more problems. We are the ones that decided to rip it out on our own nickel.

Judge Garza – Thank you.

Mark Williams – Part of what Jason is mentioning is part of the negotiations next week. So, our attempt is to work with the design team, the contractor, and find a solution that is amiable to everybody.

V. **ADJOURNMENT 2:35 PM**

Motion to adjourn: by Commissioner Rousseau, motion was seconded by Commissioner Casterline

Vote: Motion carried 5-0: it was so ordered

ARANSAS COUNTY COMMISSIONERS' COURT



Misty Kimbrough,
Ex-Officio Clerk of the Commissioners Court


Ray A. Garza, County Judge

