

WEBER COUNTY LIBRARY

BOARD OF TRUSTEES

MINUTES

Date: January 9, 2018

Board Members

In Attendance: Diana Allison
Jim Harvey
Brent Innes
Kathleen Jensen
Judith Jones
Cynthia Mattson
Spencer Stokes

Others in

Attendance: Lynnda Wangsgard, Library Director
Julia Valle, Business Office Manager
Kevin Wilson, Professional Property Manager
Scott Jones, Library Staff
Bryan Baron, Deputy County Attorney
Evelyn Bertilson, Friends of the Library
Marcia Harris, Development Board
Thomas Brennan, EDA Architects

Allison called the meeting to order at 5 p.m.

Public Comments:

There were no public comments.

Approval of Minutes:

Mattson moved approval of the December 5, 2017 meeting minutes. Jensen seconded the motion. Allison called for comments and corrections. J. Jones noted she was listed as attending, but was not. Bertilson pointed out the word "she" needed to be inserted in a paragraph on the first page. There being no further corrections, Allison called for a vote on the corrected copy. All voted in the affirmative.

Commissioner's Report:

Harvey asked if the Board had any library related issues they would like him to represent to the State Legislature. There being none, he reported on general County business, explaining work was being undertaken to address issues that were recently brought to light regarding County operations. Time and resources were being allocated to facilitate changes in policies and procedures, to strengthen the way the County manages and ensure no elected official could put citizens in a problematic situation.

A coloring book was being created to promote economic development. The watchword for the project was, "keep it simple." More than 6,800 local business people had been polled prior to engaging professionals to develop an economic plan. A goal was to help bring the right businesses to balance the local economy. In the past, there were no specific targets, just an open door to welcome whatever they could get. The current Commission wants to go hunting for specific job providers and community partners, not just "shoot at anything out there that moves."

Bertilson asked about the policy changes and if they are being made public.

Harvey noted that not all internal policy decisions are individually discussed in a public meeting. County operations are too varied and voluminous to have every procedure acted upon during meetings.

Harris asked if expenditures placed on the Commission meeting agenda for approval could be categorized online so the public could see them before they are approved.

Harvey noted it would be hard to categorize the items but every expenditure is already detailed online. They can be found, he noted, by clicking on the hyperlink embedded in the Commission agenda. Harris thanked the Commissioner for this information.

Director's Report:

Wangsgard asked if there were any questions or concerns noted in either the statistical or operating budget reports that should be addressed or clarified. There were no questions. Allison noted the December report, included in the Board packet, seemed straightforward and followed the usual, logical progression.

Wangsgard reported on the passenger shuttle service Library employees had been running between the bus stop next to the closed Main Library and two open branch libraries. Riders did not typically offer comments on this service; however, one individual did take the time to write, thanking the Board for the much-appreciated transportation. Wangsgard shared the letter that also extolled the value of the service this shuttle rider received upon arrival at the Southwest Branch. Wangsgard noted that Library employees spent a lot of quality time integrating customers from Main into services at other locations. Closing the Main Library had a deleterious effect on area residents, but for some the free shuttle service offered a working alternative.

The annual 'Training and Flexible Meeting Schedule' was distributed. The document framed various levels of continuing education and established training dates to ensure important information would be shared with employees. Board members were invited to attend and offer their knowledge and insights as time and interest dictate.

Allison reported that she had arrived early for the meeting and spent some time walking the building. She reported on the vibrant activities going on in every area of the facility. It was, she said, joyful to see.

2018 Hours of Operation/Holiday Schedule:

The annual schedule of hours of operation had been distributed with the Board packet. Jones moved approval of the schedule as presented. Innes seconded the motion. All voted aye.

Main Library Progress Report:

Allison welcomed Tom Brennan, Principle with EDA Architects, and thanked him for joining the meeting to report on progress at the Main Library.

Brennan noted the Main Library project was moving toward completion and was very impressive and exciting. The building stayed the same and yet was completely new as upgrades were strategically integrated into the facility so they are invisible but make the Library so much more than it once was. Elegantly executed changes included the addition of additional restrooms and the beautiful acoustical ceiling that runs unbroken through the building and out to the classic soffit. The perforated gypsum-board ceiling was made in Germany and the Main Library installation is the largest ever done in the United States. Unlike the original ceiling, the new materials can be cleaned and it offers a significant acoustical improvement.

To be successful, Brennan noted, libraries must have superior acoustics, excellent heating and cooling, and effective lighting. The lighting at the Main library had deteriorated over time as wattage of the old, expensive to operate incandescent bulbs was downgraded to save energy costs. Further downgrades resulted from changes to fluorescent bulbs. The new LED (light emitting diode) lighting follows a layout that is similar to the original plan, and will offer illumination that is more like what was designed and intended by John Piers, the original architect for the Main Library. Overall, the entire space was vastly improved.

The project was moving toward closeout so it was more important than ever that all parties be on the same page. At closing, the owner, contractor, and architect will have come full circle from the plans laid out during the preconstruction meeting held August 15, 2016. Brennan distributed the minutes of this meeting to illustrate the basic elements of the closeout plan as it was originally established. Good planning, he noted, results in arriving at conclusion with everyone pulling together, rather than pushing the project to completion.

Brennan reviewed “substantial completion” requirements, the first step in the closeout process. Substantial completion is a construction term that means the building is ready to be used by the owner for its intended purpose. Substantial completion is different from final completion, which means that to everyone’s knowledge all contract work has been done.

The substantial completion date agreed to during the preconstruction meeting was December 15, 2017. The contractor failed to reach this benchmark and the Library Board offered an extension until January 9, 2018. Brennan reported that as of January 9, 2018, the general contractor had still not achieved substantial completion. Referring to the minutes of the pre-construction meeting that detailed what had to be accomplished before substantial completion, Brennan noted the following conditions had not been met:

- The building official had not yet said the Main Library was safe enough to occupy.
- Documents related to building systems being appropriately commissioned, started up, and tune up reports were not completed.
- Verifications from independent agents and manufacturers who will carry warranties had not been received. Some warranties will be from three to five years, but most are for one year only – the clock starts ticking once the Board signs, acknowledging that the building is substantially complete.
- Operation and maintenance manuals had not yet been handed over to the owner.

- Training on building systems had not taken place.
- Changes in utilities and insurance still needed to be handled, transferring all responsibility to the owner who will, at substantial completion, take responsibility for security.

Some of the above processes had been started, Brennan reported, but they were far from being completed.

It is to everyone's advantage, Brennan noted, to recognize the building is not substantially complete and make a plan to reach this goal.

Brennan said earlier that same day he received an updated schedule from Wadman Construction. Submittal of the schedule is a requirement before the previous month's payment may be made. The new schedule indicated the contractor was now targeting substantial completion to be January 15th, only one week away. This date will not be met, Brennan noted. Brennan advised the Board to allow the contractor to take his time to do things thoroughly and right. Communicating that the owner is not in a rush will alleviate the need to try to cut corners and will minimize the punch list.

With no test and balance reports, no temporary or permanent certificate of occupancy, no audiovisual equipment on site or beginning to be installed, February 6th is a more realistic date, Brennan said. The contractor should be able to come closer to substantial completion by this date, but there is still a lot to be done.

Brennan had personally reviewed the building December 18th and 26th, noting several elements that could not be completed by February 6th. For example, weather had impeded some landscaping. The irrigation system cannot be tested until the weather is milder. Ground cover was not available from suppliers and will have to be planted between March and April. Exterior parking lot lights had not been delivered and were still several weeks away from delivery. Brennan explained, at the time of substantial completion, the contractor would need to set dates for these and all other items that still need to be addressed, as well as dates for completion of all corrections needed.

Corrections that still need to be addressed included, but were not limited to, two sections of curb and gutter that needed to be replaced because they are either damaged and not reparable, or the curb is not the proper height. Concrete is temperature sensitive and it is better to wait for better weather to make repairs.

Within the building, there were four elements of significant concern.

First, the general contractor had a hard time staying on top of cleaning and housekeeping. The drywall dust had been an ongoing concern and source of conversation. The building was compromised, but if appropriately cleaned, the dust should not affect the longevity of systems, Brennan stated. The vast majority of the dust is gypsum, which is inert, if appropriately cleaned. All interior duct runs still have to be cleaned. All equipment manufacturers' representatives have been asked to be on site and provide letters of warranty after the cleaning is complete. Brennan had requested that the general contractor provide detail as to what standard cleaning processes had already been used. The contractor was also asked to forward daily reports and records of cleaning that had been done.

Second, the large globe lights in the truth windows were delivered with a warm lighting quality, rather than the 4000k natural light that was specified. The lighting will be corrected, as it is not the right quality.

Third, the fit and finish of the gypsum board around the exterior windows was deficient. This issue was being addressed and will be corrected as much as possible.

The final area of concern was cleaning the brick, which is not complete and did not meet expectations. Some brick may need to be removed and new brick "toothed-in." The brick is not up to expected aesthetic standards.

On a positive note, the original wood handrails were in process of being refinished to meet aesthetic standards and the wall fabric on the main stairwell was proceeding nicely.

The lower building floor was the farthest behind schedule. It also represented one of the most exciting areas of change, as the original, back-of-house areas transition to new third places, including meeting rooms, teen area, and digital commons. The original wood paneling had been reinstalled and the general contractor had done an excellent job.

The data commons still does not have gypcrete installed to facilitate delivery of power and data in the floor. Brennan had just received the cost proposal to get this process underway. It will take about a month for the lower level construction to be completed and then coordination with the library can focus on additional cleaning. Once the cleaning is complete, subcontractors can begin installing the AV equipment.

Overall, Brennan noted he is very pleased with the results, but there were still a lot of odds and ends to be done. He completed his report by reiterating that it will be challenging for the general contractor to get to substantial completion by February 6th. He called for questions.

Allison asked Brennan if he could explain the perception of the general contractor that, according to the schedule presented that day, substantial completion would take place in a week, on January 15th, rather than next month.

Brennan said he wondered the same thing.

Mattson asked if it was time for a change in the general contractor's leadership team.

Brennan was of the opinion that it was not a good time to change members of the team given that the knowledge of what needs to be done lies with the original employees.

Mattson asked if the contractor's present team was going to be able to complete the job to contractual standards.

Brennan replied that they were capable and he believed they would meet the standard.

Mattson asked how the problems with the windows were being addressed.

Brennan said a resolution would take some artistry to hold the width of radius on each side of the window. It is a balancing act to create consistency without enhancing inconsistencies in the wall. There was a meeting of the Library staff, construction project superintendents, and EDA

architects on December 21st. All windows were reviewed and decisions were made on what work still needed to be done.

Stokes asked for clarification of the relationship between the responsibilities of the owner, verses the contractor, verses the architect. What is expected of the architect, he asked.

Brennan responded, saying the Board has a dual contract which required EDA to create the design documents and which also forms an agreement between the Board and the general contractor. The contractor is responsible for the means and methods to reach the intent of the contract documents. The architect advises on the intent of the documents, oversees and advises the owner when elements are being achieved according to the elements of the contract. The architect also evaluates and advises the owner on the construction schedule.

Stokes noted the Main Library is well known and was being preserved because it is an important architectural example of mid-century modern design. When touring the project he had noticed a particular issue with flashing and wondered why the architect had not demanded better quality. The finished Main Library should be worthy of an award for the architect's design that stayed true to the original building's quality and grand style, he said. The architect should ensure the contractors stay true to the quality of the original building.

Brennan said the issue had been pointed out and subcontractor was embarrassed by their employees' work on the flashing. Repairs had been made.

Stokes continued, noting Brennan was the professional practitioner and as such should be the one to protect the quality of the design elements. Dirt, dust, and grime are devastating to books and equipment. The public's materials should not be exposed to these elements. People, including the Board, are watching; the public voted to renovate and keep this marvelous building; they want results. Brennan should be "the heavy," Stokes said.

Brennan said the general contractor is the first line of control in supervising subcontractors. The architect plays "the heavy" when needed. Ideally, the general contractor should want to take pride in their work. EDA has high expectations for the general contractor.

Allison reported that she had attended a meeting on site December 18th, 2017, that included representatives and employees of the general contractor, the architect, and Library staff. During this meeting, the same concerns were presented that had been voiced regularly for almost a year. She was disappointed that the project was so far along without more intervention. Allison asked that, in the time remaining, EDA please watch the design specifications. The Board wants quality; we do not have a deadline as long as we get what the public voted for and is paying for, she stated.

Stokes asked for a realistic schedule to install the AV equipment and all the other elements.

Wangsgard reported that delivery of books and other materials had been procured and were awaiting shipment from a warehouse in Reno, Nevada.

More importantly, Wangsgard continued, delivery of the first order of Main Library modular furniture was scheduled to arrive the week of February 5th. All the computers and other electronic infrastructure that will be installed by Library staff had been received and was sitting at the Headquarters Library. If furniture cannot be received the first week of February so

equipment installation can immediately begin, some very difficult decisions will have to be made as to how to proceed. Library employees may not have the bandwidth necessary to accomplish all of their responsibilities if the building is not available February 6th.

Wangsgard had met with Commissioner Harvey and others in the County, in anticipation that the scheduling information to be received from the general contractor would not be viable, to explore the best avenue forward. It was decided that the most straightforward and professional way to proceed was for Wangsgard and Allison to meet with the CEO and President of Wadman Construction and discuss how they could “team-up” to get to where everyone needs to be.

Allison and Wangsgard had met with Dave Wadman and Dave Hogan January 8, 2018, at their corporate headquarters. They requested that a quality control person be assigned to help the two superintendents finish the project. They asked for someone who could be on site and help with sequencing, someone who had enough positional power in the company to get the attention of the subcontractors. Allison reiterated the request to assign someone to the project who could look at what needs to be done with a new set of eyes.

During the January 8th meeting, they also reviewed the contract document requirements for daily cleaning, noting the Main Library was a LEED building and is being commissioned. Together, they reviewed the latest commissioning report, dated January 5, 2018, and looked to see what the general contractor had accomplished during the previous month. There was little evidence that much progress had been made since the Board extended the substantial completion date from December 15, 2017 until January 9, 2018.

Also during the January 8th meeting, Allison asked if the February 6th date for substantial completion was realistic to give the Board the quality they were expecting. She was surprised when Brennan reported earlier during the meeting that he had just that day received a new schedule from the contractor’s project manager, projecting January 15, 2018 as the date they were planning to be substantially complete.

Wangsgard said the meeting with the two executives concluded with her request that they let her know before the Board meeting if the February 6, 2018 date was realistic. By the time of the meeting, they had not yet replied.

Baron asked the architect what contractual tools were available, besides refusing to accept substantial completion before the building is ready, that could be used to motivate the contractor.

Brennan said that other than not approving pay applications, which he did not recommend, there were none. You have to get people into the spirit and inspired, otherwise it is hard to get the result. It is too bad, because the building has a story to tell: the architecture, items going into the renovation, the programs it will host; there is much about which to be excited.

Brennan cautioned that substantial completion is a very problematic time. When everyone says we are done, it is hard to get additional results to move to final completion. He fully supported delaying substantial completion until the appropriate work is done. In his estimation, mid to late February was a more realistic deadline.

J. Jones asked if there were other financial incentives that could be used.

Baron advised that the Board does have a stick: “liquidated damages.” The date for the Board to take possession and start moving in has already been delayed twice, and there may be costs involved in delaying further. Liquidated damages could be collected to reimburse taxpayers for the extra costs.

Brennan had counseled the general contractor to be more forthright with the Library so they could plan. The Library Board opened the door for discussion, asking for a realistic date for substantial completion, Brennan noted. Responding today with a date of January 15th is not accommodating or realistic.

Commissioner Harvey asked how much money would be withheld between substantial and final completion. Contractually, is it five percent?

Wilson said it would be five percent unless it was estimated that the cost of what was still to be done was less than five percent. If the estimate is less, then less may be withheld. Some architects withhold double the amount needed to complete the project to ensure completion.

Harvey asked if the Library was withholding payments.

Wangsgard said all invoices from the architect and general contractor were being paid as quickly as they were verified as to accuracy and supporting documentation was made available.

Wilson further explained that the architect bills according to his contract with the Board, which calls for payment to be authorized as a percentage of the job that is complete.

Harvey expressed his optimism that the final product would be achieved with an awesome result. He also urged Brennan to use whatever carrots or sticks were necessary to get the job done. It is the architect’s responsibility he said, not the owner’s.

Extend Main Library Substantial Completion Date:

Wangsgard noted that now the problem of the project running late had been identified and discussed, the staff would like to present two options for the Board’s consideration.

First, she advised the Board to put the contractor on notice that they were requesting a realistic day-by-day schedule be delivered to them within 72 hours, detailing when the project will be substantially complete. The contract says the contractor can be required to respond to such a request within 48 hours, but it is a big job and 72 hours is more realistic. Getting a day-by-day schedule in hand will give the rest of the team – owner and architect – the information needed to evaluate what is realistic, and it will serve as an incentive for the general contractor to assign a quality control person to help those on site who, in her opinion, were in need of more support in sequencing the job. If the contractor does not want to assign a quality control person, that is their right. The means and methods are theirs. However, February 6th is the deadline and tough decisions will have to be made on that date, Wangsgard reiterated.

Second, Wangsgard asked that the Board let the general contractor know that if they do not meet the February 6th deadline, the Board may not be able to open the building on time. The Library staff cannot make up for lost time if there is no time. There is a tremendous amount of work to be done after the contractor completes their responsibilities.

If the Main Library is going to be delayed beyond February 6th, the Board may wish to consider opening the North Branch first and then returning to complete the Main Library at a later date. In so doing, there will be further delays in opening Main, but North will open earlier than originally expected. If February 6th is not a realistic date, then the Board deserves a realistic date, Wangsgard continued. Once a realistic date is received, the staff will work with EDA Architects and Wadman Construction to bring the project to substantial completion.

Allison asked, if the contractor understands what we are asking, and they make an outline illustrating that more time is needed, are we willing to go there without liquidated damages?

Stokes said it might be better to open North Branch first, if possible. The Main Library quality cannot be compromised. Maintaining a good partnership with the contractor should also be a goal. The Board should ask the contractor to do a quality job from here out, and be realistic in letting the staff know how to plan and proceed. No one wants an adversarial relationship. Everyone is watching the result the contractor is getting because this is an historic building. It is in the best interest of everyone to do a good job.

Bertilson asked what it would take to open North Branch first.

Logistically it would be hard, but it would be possible, Wangsgard said. The primary focus would have to change and Main would have to recede as a priority.

Stokes moved to extend the deadline for substantial completion to February 6, 2018. He asked Baron to send a letter requesting a sequenced plan, detailing the steps and a timeline for reaching substantial completion, and that it be submitted within 72 hours. Mattson seconded the motion.

Allison asked if there was discussion to the motion. Hearing none, she called for a vote. All voted in the affirmative.

Stokes made a second motion, stating that if the general contractor responds and indicates they cannot meet the February 6 deadline, the Board should reprioritize and open North Branch before Main.

Mattson seconded the motion.

Innes asked who would pay for the increased costs to the public if this were to happen.

Harvey said the details were in the construction documents.

Brennan cautioned that realistically the North Branch might not be finished in time to have it open first without creating a significant delay in reopening the Main Library.

Allison asked who is going to check the day-to-day schedule if the Main Library contractor produces it, to see if they are proceeding according to plan.

Wangsgard said it would be the responsibility of the Architect.

Allison asked Brennan if checking each day was realistic.

