

Highway, Buildings and Grounds
Wednesday, November 29, 2023 @ 1:00 AM
Madison County BOS Large Conference Room

AGENDA

1:00 AM Call Meeting to Order

Approval of Minutes

- Approval of minutes of the October 25, 2023 regular committee meeting

Highway:

1. Authorizing the Chairman to Modify an Agreement with D.H. Smith Co. Inc.
2. Highway Highlights 11-29-23
3. 2023 Annual Report - Highway

Facilities/Maintenance:

1. Authorizing the Chairman to enter into an agreement with Johnson Controls, Inc.
2. Facilities Highlights

Next Meeting: TBD

Adjourn

Highway, Buildings and Grounds
Wednesday, October 25, 2023 @ 1:00 PM
Chambers

MINUTES

1:00 PM Call Meeting to Order

Chairman William Zupan called the meeting to order at 1:00 p.m. in Chambers.

Committee Members Present: Chairman William Zupan, Vice Chairman Greg Reuter, Supervisors David Jones, Loren Corbin

Committee Members Absent: Supervisor Thomas Stokes

Others Present:

Director of Public Facilities John Regan, Highway Superintendent Joe Wisinski, Assistant Highway Superintendent Brad Newman, Highway Operations Manager Eric DeGroat, Director of Finance Lou Anne Randall, Public Information Specialist Ryan Coe, Lenox Supervisor John Pinard, County Administrator Mark Scimone, Board Secretary Kristin Guinto, County Treasurer Cindy Edick, Assistant County Attorney Mellissa Felton, Personnel-Ryan Aylward & Shawn Priervo

Approval of Minutes

- Approval of the minutes for the September 27, 2023 regular committee meeting

Motion by Loren Corbin to approve the minutes of the September 27, 2023 regular committee meeting. Second by Greg Reuter. The motion was Passed.
Absent: Jones, Stokes

Highway:

1. Authorizing the Implementation, and Funding in the First Instance 100% of the Federal-Aid and State Program-Aid Eligible Costs, of a Transportation Federal-Aid Project, and Appropriating Funds Therefore

Motion by Loren Corbin to approve the resolution. Second by Greg Reuter. The motion was Passed.
Absent: Jones, Stokes
2. Highway Highlights 10-25-2023

Highway Superintendent, Joe Wisinski, shared with the Committee the departments monthly highlights

Facilities/Maintenance:

1. Authorizing the Chairman to enter into agreement with GP Flooring Solutions

Motion by Loren Corbin to approve the resolution. Second by Greg Reuter. The motion was Passed.

Absent: Jones, Stokes

2. Authorizing the Chairman to modify an agreement with Barton & Loguidice, D.P.C.

Motion by Loren Corbin to approve the resolution. Second by Greg Reuter. The motion was Passed.

Absent: Jones, Stokes

3. Authorizing the modification of the 2023 adopted county budget

4. Facilities Highlights

Facilities Director, John Regan, shared with the Committee the departments monthly highlights

5. Central Services Monthly Report

Facilities Director, John Regan, shared with the Committee the Central Services monthly production report

6. Authorizing the Chairman to enter into an agreement with Erie Mechanical Contractors, Inc.

Facilities Director John Regan & County Administrator Mark Scimone requested approval from the Committee to by-pass purchasing procedures for emergency agreement approval for Erie Mechanicals for services in relation to the PSB Isolation Room renovations/upgrades. Regan discussed in detail the dynamics and logistics of the upgrade being performed and it was deemed essential and emergency to bring in the vendor. Motion by Greg Reuter to approve the resolution. Second by Loren Corbin. The motion was Passed.

Absent: Jones, Stokes

Preferred Agenda: Consensus to allow any eligible resolution from today's meeting to be added to the preferred agenda

Next Meeting: TBD

Adjourn

Motion by Greg Reuter to adjourn the meeting at 1:36 p.m.. Second by Loren Corbin. The motion was Passed.

Absent: Jones, Stokes

RESOLUTION NO. _

**AUTHORIZING THE CHAIRMAN TO MODIFY AN AGREEMENT WITH
D.H. SMITH CO. INC. FOR THE REPLACEMENT OF LARKIN ROAD BRIDGE**

WHEREAS, sealed bids were opened on April 13, 2023 for the Replacement of Larkin Road Bridge over Sangerfield River, BIN 3308580, in the Town of Hamilton, Madison County, Bid 23-15, and reviewed by the Highway Buildings and Grounds Committee on April 26, 2023, and

WHEREAS, the Highway Buildings and Grounds Committee approved awarding the bid to D.H. Smith Co. Inc. with a term from October 1, 2023 through December 1, 2023 and;

WHEREAS, since the project will not be completed by the termination date of December 1, 2023, a modification is needed to extend the termination date to June 30, 2024; and

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Madison County Board of Supervisors, be and is hereby authorized to approve the modification to the agreement on behalf of the County of Madison with D.H. Smith Co. Inc., in the form as is on file with the Clerk of the Board.

Dated: December 5, 2023

William Zupan, Chairman
Highway, Buildings and Grounds Committee

MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made this 5th day of December, 2023 by and between Madison County, a municipality of the State of New York, whose mailing address is PO Box 635, Wampsville, NY 13163, by John M. Becker, Chairman, Madison County Board of Supervisors, hereinafter called the "County" and D.H. Smith Co. Inc., having its office and principal place of business at P.O. Box 293, Clayville, NY 13322 hereinafter call the "Contractor";

WITNESSETH:

WHEREAS, the County and Contractor entered into an Agreement dated the 9th day of May, 2023, (hereinafter "Services Agreement") for the provision of certain services to the County, as more fully set forth therein, and also attached hereto, but described generally as follows:

The replacement of Larkin Road Bridge over Sangerfield River, BIN 3308580, in the Town of Hamilton.; and

WHEREAS, by its terms, such Services Agreement expires the 1st day of December, 2023, and the parties hereto are now desirous of modifying the same to provide for the extension thereof; and

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1) The paragraph of Services Agreement denominated "TERMS", presently providing that such Agreement shall terminate on the 1st day of December, 2023, is hereby modified to provide that such Services Agreement shall terminate on the 30th day of June, 2024.

2) All of the other terms, conditions and provisions of the Services Agreement, including all additional terms of the paragraphs denominated "TERMS" and "COMPENSATION", shall remain unchanged and in full force and effect, and the parties hereto do hereby ratify and affirm, as modified, extended and amended by the provisions of this Modification and Extension Agreement, ratify and affirm the Services Agreement, its terms and provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

MADISON COUNTY

DATED: _____

By: _____

John M. Becker
Chairman, Board of Supervisors

DATED: 11/27/23

By: 

OFFICE MANAGER

STATE OF NEW YORK)
COUNTY OF MADISON)

On the _____ day of _____, 20____, before me, the undersigned, personally appeared **John M. Becker**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York
Appointed in _____ County
My Commission Expires:

Notary

STATE OF NEW YORK)
COUNTY OF ONEIDA)

On the 27th day of NOVEMBER, 2023, before me, the undersigned, personally appeared DAVID H. SMITH, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York
Appointed in _____ County
My Commission Expires:

Margaret K. Smith
Notary



Highway Highlights 11/29/2023

1. Road crews are working on cross culverts and drainage projects for next year's road projects.
2. NYSDOT has a large culvert project on River road in the Town of Lebanon that is now open but needs to be repaved due to unacceptable ride quality.
3. Larkin road should be reopened early December.
4. We have continued with the concrete foundations for the concrete communication huts to be installed for Phase 1, with all four to be done this week.
5. We completed our annual OPP refresher training at the Brown road facility.
6. Snow plows have been out and snow fence is being installed.

**MADISON COUNTY HIGHWAY DEPARTMENT
EQUIPMENT, and STAFF
ANNUAL REPORT**

Equipment	5 yr plan New Plow Trks	Actual New Plow Trks	5 yr Plan Major Equip. Purchase	Actual Major Equip. Purchase
2023	2	2	\$1.207M	\$1.419M
2024	2			
2025	2			
2026	2			
2027	2			
TOTAL	10 Trucks			
	Purchased			
Staff	5 yr plan Staff Total	Actual Staff		
2023	79	76		
2024	79			
2025	79			
2026	79			
2027	79			

**MADISON COUNTY HIGHWAY DEPARTMENT
ROADS, BRIDGES, and LARGE CULVERTS
ANNUAL REPORT**

Roads	5 yr plan In place recycling	Actual Miles	5 yr plan Resurfacing	Actual Miles
2023	22.1 miles	23.09	72.97	71.33
2024	15.74 miles		72.36	
2025	17.3 miles		71.7	
2026	16.9 miles		51.7	
2027	16.13 miles		51.7	
TOTAL	88.1 miles		320.4 miles	
Bridges	5 yr plan Replacement	Actual Replacement	5 yr plan Rehabilitation	Actual Rehabilitation
2023	2	3	1	1
2024	2		1	
2025	2		1	
2026	2		1	
2027	2		1	
TOTAL	10 bridge replacements	5 bridge rehabilitations		
Large Culverts	5 yr plan Large Culverts	Actual Large Culverts		
2023	5	5		
2024	6			
2025	6			
2026	5			
2027	4			
TOTAL	26 Large Culverts			

Yes votes Rec'd: B. Zupan
G. Reuter
L. Corbin

Holly Fleming

From: Jeffrey Aumell
Sent: Wednesday, November 8, 2023 2:48 PM
To: Holly Fleming; Bill Zupan; Dave Jones; Greg Reuter; John Becker - Sullivan; John Regan; Loren Corbin; Mark Scimone; Matthew Roberts; TJ Stokes
Subject: RE: HB&G Committee Response needed FW: CONTRACT REVIEW- RIDER REQUESTED- FW: Madison County PSB Isolation Room Controls (NYS Contract PT68817)

Holly-

Yes, thank you for doing this. My purpose in suggesting this be brought before the Committee is more to illustrate that the change is being sought so that we are all aware of it, as it changes a material term of our contract. I would tend to agree with John R. that from a practical standpoint, it is highly unlikely that this would come into play.

JAA

From: Holly Fleming <holly.fleming@madisoncounty.ny.gov>
Sent: Wednesday, November 8, 2023 10:51 AM
To: Bill Zupan <billzupan@twcny.rr.com>; Dave Jones <dave.jones@madisoncounty.ny.gov>; Greg Reuter <gregreuter49@gmail.com>; Jeffrey Aumell <Jeffrey.Aumell@madisoncounty.ny.gov>; John Becker - Sullivan <jbecker@townofsullivan.org>; John Regan <john.regan@madisoncounty.ny.gov>; Loren Corbin <loren.corbin@madisoncounty.ny.gov>; Mark Scimone <Mark.Scimone@madisoncounty.ny.gov>; Matthew Roberts <matthew.roberts@madisoncounty.ny.gov>; TJ Stokes <tj.stokes@madisoncounty.ny.gov>
Subject: HB&G Committee Response needed FW: CONTRACT REVIEW- RIDER REQUESTED- FW: Madison County PSB Isolation Room Controls (NYS Contract PT68817)

Good Morning HB&G Committee Members-

Since we don't have any HB&G Committee Meetings scheduled for the remainder of the year, we are reviewing items via email.

Attached you will find a resolution and agreement for Johnson Controls to install the appropriate equipment to our PSB Isolation Room system to allow us to tie the system into our METASYS Building Temp Control System. This will allow our staff to monitor and control this additional area. This will be done per state contract pricing of \$63,185.98.

Johnson Controls has asked to add an additional rider to our standard county agreement, limiting their liability to \$2M dollars. We have had the County Attorney Department review the request, see response below from Jeff Aumell.

John is confident that this is a low-risk installation service job for Johnson Controls, and they have and continue to perform several services for the County with no problems or issues. They will be installing equipment on the unit after it has already been put in place and will also be working in the control/mechanical room.

Please reply with approval or not to accept this rider to be added to our standard agreement. We are hoping to get this on the 11/16 Board Meeting agenda. Any questions, please feel free to reach out to John at 315-897-2007.

Thanks
Holly

Holly Fleming

Madison County Public Facilities Department



Johnson Controls
Rider to Installation Agreement

This Rider is made as of November 2, 2023 by and between Johnson Controls, Inc. ("Johnson Controls") and Madison County, ("Customer") and amends the **AGREEMENT- Johnson Controls Isolation Room Metasys System** (the "Subcontract"). This Rider is effective as of the date of last signature below. The provisions of this Rider supersede and replace any other agreement or agreements between Johnson Controls and Customer with respect to the subject matters covered by this Rider and constitutes the entire agreement of the parties on the subject matter hereof.

1. **Prime Contract.** Any upstream/prime project contracts shall be binding on Johnson Controls only to the extent such requirements are applicable to Johnson Controls' scope of work and provided that copies of these documents have been delivered to Johnson Controls, and Johnson Controls has confirmed in writing its receipt of such documents and acceptance of the obligations of such applicable documents. In the event of any conflict between the Agreement and any relevant upstream/prime contracts, the Agreement shall control.
2. **Indemnity.** Johnson Controls agrees to indemnify Customer for all damages, losses and expenses with respect to any third-party claims for personal injury, including death, or tangible property damage but only to the extent such damages, losses and expenses are caused by the negligent acts or willful misconduct of Johnson Controls in fulfilling its obligations under this agreement. In the event Johnson Controls is obligated to indemnify Customer as set forth above, Johnson Controls has the right but not the obligation to defend Customer against third-party claims. If Johnson Controls elects to undertake such defense, then Johnson Controls shall have exclusive control over the defense.
3. **Limitation of Liability.** **IN NO EVENT SHALL JOHNSON CONTROLS AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS BE LIABLE FOR ANY DAMAGES, CLAIMS, DEMANDS, SUITS, COSTS, OR LOSS RELATING TO THIS AGREEMENT OR THE SERVICES CONTEMPLATED THEREBY IN ANY AMOUNT EXCEEDING THE AMOUNT OF \$2,000,000.00, REGARDLESS OF THE CAUSE OR FAULT AND WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.**
4. **Waiver of Consequential Damages.** **IN NO EVENT, WHETHER IN CONTRACT, TORT OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, PRODUCT LIABILITY AND STRICT LIABILITY IN TORT), WILL JOHNSON CONTROLS AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS BE LIABLE TO CUSTOMER (DIRECTLY OR INDIRECTLY) UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (A) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (B) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (C) BUSINESS INTERRUPTION; OR (D) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBERATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS.**
5. **Insurance.** Johnson Controls shall maintain insurance to cover its proportionate share of liability in amounts set forth below in full force and effect at all times until the (a) obligations under the Agreement have been completed or (b) the Agreement is cancelled or terminated, and shall provide a certificate evidencing such coverage promptly following a Customer's request.

COVERAGES

LIMITS OF LIABILITY

Workmen's Compensation Insurance

Statutory

Commercial General Liability Insurance

\$1,000,000 Per Occurrence
\$2,000,000 Aggregate

Comprehensive Automobile Liability Insurance

\$1,000,000 Combined Single Limit

The above limits may be obtained through primary and excess policies and may be subject to self-insured retentions.

Any insurance protection afforded to the Customer under this policy will be limited to the terms of the certificate of insurance and/or endorsement and will not expand upon, alter, supplant, or supersede Johnson Controls' contractual obligations hereunder including any indemnification obligations. The amount payable under the policy will be the lesser of the amount required by the contract and the limits provided by the policy.

Customer shall maintain all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage throughout the term of the Agreement.

6. **Payment.** Amounts are due upon receipt of the invoice and shall be paid by Customer within thirty (30) days. Invoicing disputes must be identified in writing within twenty-one (21) days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within thirty (30) days. Work performed on a time and material basis shall be at Johnson Controls' then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Johnson Controls shall invoice Customer for progress payments to 100% percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Johnson Controls reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set forth herein. Customer's failure to make payment when due is a material breach of this Agreement and will give Johnson Controls, without prejudice to any other right or remedy, the right to (a) stop performing any Services and/or withhold further deliveries of Equipment and other materials; terminate or suspend any unpaid software licenses; and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Johnson Controls reasonable collection costs, including legal fees and expenses. Customer agrees to pay a deposit equal to 30% of the project sell price (pre-tax) prior to Johnson Controls providing any labor or materials on the project.
7. **Price Adjustments.** The pricing set forth in this Agreement is based on Johnson Controls' quoted scope of work and known site conditions ("Scope of Work"). If the Customer requests additional work beyond that set forth in the Scope of Work, the price will be increased accordingly. Prices for products covered may also be adjusted by Johnson Controls to reflect any increase in Johnson Controls' cost of raw materials (e.g., steel, aluminum) incurred after issuance of Johnson Controls' applicable proposal or quotation. Pricing for Equipment and material covered by this Agreement does not include any amounts for changes in taxes, tariffs, duties or other similar charges imposed and/or enacted by a government.
8. **Force Majeure.** Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to perform under this Agreement, caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is an event beyond the reasonable control of Johnson Controls, foreseeable or unforeseeable, including, without limitation, acts of God, severe weather, declared or undeclared natural disasters, acts or omissions of any governmental authority including change in applicable law, epidemics, pandemics, disease, viruses, quarantines or other public health risks and/or responses, strikes, lock-outs, labor shortages or disputes, an increase of 5% or more in tariffs, fires, explosions or other casualties, thefts, vandalism, civil disturbances, riots, war, terrorism, power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation. If Johnson Controls' performance is delayed, impacted, or prevented by a Force Majeure Event or, its continued effects, Johnson Controls shall be excused from performance under the Agreement. If Johnson Controls is delayed in achieving any scheduled milestones due to a Force Majeure Event, Johnson Controls will be entitled to extend such milestones by the amount of time Johnson Controls was delayed as a result of such event, plus additional time to overcome the effect of the delay.
9. **Choice of law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of Delaware, without regard to conflict of law principles therein.

Madison County ("Customer")

Johnson Controls, Inc. ("Johnson Controls")

By: _____
Title: _____

By: _____
Title: _____

Facilities Updates 11/29/23

Maintenance Highlights

1. Performed phase 2 moves in Mental Health, including making misc. adjustments and re-hanging wall items
2. Prepping for Q Unit new HVAC equipment in PSB
3. Completed electric vehicle charging stations
4. Fire Training Center ceiling cleaning
5. Performing fall preventive maintenance on HVAC equipment
6. Completing fall filter changes
7. Routine QWare requests and seasonal grounds work

Facilities Projects

County Office Building Bathroom Renovations

- Ongoing and on schedule

Mental Health Phase II project

- Contractor complete and staff is all back in their offices

Stand-By Generator Project

- Awaiting ASCO information whether the Transfer switch is being shipped out 11/28 or not. Contractor will be working thru Spring of 2024 for completion.

Veterans Agency Center- Gorman

- MEID is ongoing with construction. Anticipated completion with punch list is Dec 20th.

Reconnect Project

- Site 1 & 2, Chittenango & Lenox, have been delivered and installed on the concrete pads with the generators at each site. Site 3 Hut Munnsville will be delivered and installed with generator Dec 6th. Site #4 Cazenovia hut will be delivered and installed with generator December 13th.
- Building fiber room in the basement of the County office Building site #5. Design in progress.

DSS Employee Entrance Reno

- Contractor is turning in submittals and ordering materials. Anticipated start date of January beginning of February.

Complex Sewer Project

- Phase I- Infrastructure Bid advertisement Dec 14th Pre-Bid site January 3rd @ 10:00 and bid opening on 1/18 @ 9:00 a.m.

Isolation Room @ PSB

- Anticipating to remove old unit and set the new unit on the new curb the first week of December. Waiting on PO for Erie Mechanical and agreement with Campany Roofing for minor roof work needed.

Facilities/Central Service Renovation

- Design and Building Permit in progress. Maintenance staff will self-perform.

Carpet in COB:

- Materials ordered. Anticipated install start the end of December, beginning of January. Facilities (current office), Veterans Agency (Facilities new office), DMV, Public Information Officer offices, IT