

RECEIVED

MAR - 1 2004



ULSTER COUNTY LEGISLATURE

**Bovis Lend Lease, Inc.**

767 Warren Road  
Ithaca, NY 14850

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www.bovislendlease.com

Regional Headquarters:  
London  
New York  
Sydney  
A Lend Lease Company

February 24, 2004

Mr. Richard A. Gerentine, Chairman  
Ulster County Legislature  
PO Box 1800  
Kingston, NY 12402

**Re: Ulster County Jail Project**

Dear Mr. Gerentine:

As requested in our meeting of February 19<sup>th</sup> and previous correspondence from Ulster County, outlined within is our approach to achieving the following goals on behalf of the project team:

An updated schedule that includes delay impacts to date, a revised baseline, and work to complete activities and durations that are cognizant of contractor and design driven delays.

- Additional documentation pertaining to quality control concerns – particularly with regards to Rotondo Weirich ("RW") and David Christa Construction ("Christa").
- Improvement of the change order process, both from the standpoint of timeliness and communication between team members.
- Negotiation of delay claims by the Owner's contractors now to define cost impacts and move contractors forward towards completion.
- Improvement of team unity (A/E – CM – Owner) both in support of potential claims resolution, and for the overall good of the project.
- A proactive approach to identifying potential design conflicts before they impact the project schedule.

Revisions to Bovis project staff where necessary to achieve the above objectives.

#### Schedule

To assist in resolving this issue, Bovis has already taken steps to re-establish a current baseline and work to complete schedule through external resources from our New York City office. As of this Friday, a representative will be on site for as long as required to compile an accurate schedule of where we are and where we are going. We are hopeful that all data can be assembled and reviewed for input by the County, A/E and the contractors by the end of next week. If cooperation takes place with all required parties, we feel an agreed to schedule can be attained in mid-March.

#### Quality Control

We have already advised RW of our position on the off-site stored material issues. All major issues associated with Christa will also be summarized in written form this week with an outline of action items requiring feedback. We will continue to address issues directly with David Christa to keep Christa's ownership on top of the issues at hand.

#### Change Orders

The change order process has already been revamped. The Owner's project team (Owner/Architect/CM) will now collectively review all change proposals prior to change order creation to avoid the reoccurrence of past issues. As now directed by the County, we will also pursue outstanding credit proposals in writing so that change order values can be assigned now.

#### Dispute Resolution

In a sequence agreed to by the project team, we will initiate meetings with each prime contractor in an attempt to settle delay claims now, but only if in the interests of the County. As you know, time is a negotiating tool, and in the case of RW and Christa, claims resolution will also involve potential backcharges for delay that will complicate the matter. For this reason, we don't feel a timeline is appropriate.

#### Team Philosophy

As we discussed internally with our project staff on February 20<sup>th</sup>, we will not initiate any discussion of design issues in front of the contractors. We will work as an active team member focused on the successful completion of the project, as we trust that all other team members will reciprocate.

#### Design Issue Resolution

In regards to the proactive approach needed to identify potential issues before they become impacts, we must ask the County to take the lead and gain additional support and resources from your A/E. To be truly proactive, lessons learned to date must be carried forward to verify the accuracy and completeness of the design documents before work begins. As you know, we have spent the last several months reacting to changes by the County's A/E that were unanticipated and which have made schedule enforcement with the County's contractors nearly impossible. Contrary to comments made in last week's meeting, Bovis is not responsible for the design completeness and related activities between design consultants. We have attempted to coordinate the work of other team members when relating to overall project goals, but ultimate responsibility for the design rests with the A/E. There is no disputing that schedule delays have resulted from numerous design changes in critical path portions of the work that have affected multiple prime contractors. These changes have had a ripple effect on the overall progress and cost of the project, which are beyond the control and responsibility of Bovis.

#### Bovis Staff Revision

Through our extensive multi-prime contractor, public sector experience, we know how critical it is to have a design that supports the schedule. In our prior county jail projects, we have had tremendous success controlling the schedule and completing projects within the established budget with minimal claims along the way. We take pride in our success and reputation, and will do everything in our ability to offer proactive solutions to the current problems we face as a group. As proof of our commitment, and in addition to scheduling resources mentioned earlier, we will be expanding Rich Scaife's involvement to 3-4 days per week to assist with the schedule revisions and claim concerns that currently exist. We have been strongly considering introducing someone new to the project to assist with these issues, but after much thought we feel the history of the issues is too involved to accommodate a learning curve with another individual. I will be working diligently to make Rich more available to Ulster County upon his return from vacation on March 1<sup>st</sup>, and take the necessary steps to ensure his availability thereafter. My involvement will also increase on an as-needed basis for the balance of the project in support of resolving the above issues. However, we cannot stress enough the importance of controlling future design changes by the County and/or its' A/E that

Mr. Richard Gerentine, Chairman  
Ulster County Legislature

February 24, 2004  
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effect the critical path. No public sector project can overcome design-initiated multiple stoppages of work in critical areas and replacement of work already in place in numerous locations without some level of delay impact. What's done is done, but the County can not allow it to continue.

In summary, we will do our utmost to provide the County with the resources needed to address your concerns as soon as possible and we ask that the County, A/E and all design consultants make a similar commitment so that overall success can be assured.

Very truly yours,  
Bovis Lend Lease LMB, Inc.

*Mark P. Balling/mes*

Mark P. Balling  
Vice President

c: Harvey Sleight – Ulster County  
Mark Melson – Bovis Lend Lease  
Joe Portela – Bovis Lend Lease

# ULSTER COUNTY LEGISLATURE

PO BOX 1800, Kingston, NY 12402



RICHARD A. GERENTINE, Chairman  
MICHAEL L. STOCK, Majority Leader  
DAVID DONALDSON, Minority Leader  
RANDALL V. ROTH, Clerk  
GERARD DeFELICIS, Deputy Clerk

Telephone: 845 340-3900  
Fax: 845 340-3651

March 3, 2004

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MAR 04 2004

BOVIS LEND LEASE

Mark P. Balling, Vice President  
Bovis Lend Lease  
767 Warren Road  
Ithaca, New York 14850

**RE: Ulster County Correctional Facility Project**

Dear Mr. Balling

This is in response to your letter of February 24, 2004 concerning the above referenced project and our meetings on February 19. The issues raised are addressed in the order appearing in your letter.

**Schedule:** At our meeting on February 19, you indicated that your schedule expert from your New York office would be on site by Monday, February 23. He arrived on February 27. As you are acutely aware, we have been and remain deeply concerned about the lack of a schedule. At our December 16 meeting, Mr. Scaife promised a schedule by mid-January. It was then promised for the first week in February and you are now proposing mid-March. It remains a mystery to me that a construction project of this magnitude could progress efficiently without a schedule. It is the responsibility of the CM to coordinate the assembly of all necessary data and the cooperation and participation of the required parties to produce a viable schedule-hopefully before mid-March.

**Quality Control:** With regard to RW, we are quite concerned with the lack of documented responses to their numerous claims and delay related correspondence. This must be addressed promptly.

The summary of issues associated with Christa should be shared with Harvey Sleight and Brian Cunningham together with your list of action items.

**Change Orders:** It is understood that the OAC review will be conducted at regularly scheduled bi-weekly meetings.

**Dispute Resolution:** It is suggested that the proposed meetings with each prime contractor be initiated promptly and that Brian Cunningham be kept advised of progress.

**Team Philosophy:** A meeting should be scheduled ASAP with all team players to vigorously promote this approach and to preclude the practice of "finger pointing", particularly in the presence of non-team members.

**Design Issue Resolution:** This is an area which must be addressed in detail in a future meeting among the appropriate parties. It exemplifies the "finger pointing" problem mentioned above, and must be put to rest ASAP. Since you were not personally involved in the project at the time, you should be aware that BLL failed to participate in some 75% of the design development meetings. After David Hickey left in December 2001, Mr. Scaife was rarely present at the meetings held from January 2002 through the bid openings in July 2002. At our February 19 meeting when Mr. Scaife was asked whether BLL had conducted a constructability review as required, he answered in the negative, stating that the drawings went directly from the A/E to the printer. One might inquire if the review was conducted when the drawings came back from the printer, and if not, why not?

**Bovis Staff Revision:** Though the BLL "extensive multi-prime contractor, public sector experience" and your "tremendous success" in controlling the schedule and completion within budget is impressive, it is certainly not reflected in this project. The County, as an owner, rarely becomes involved in a contractor's staffing. However, in this case, I would be remiss if I did not reiterate some concern already brought to your attention. We do not believe that expanding Mr. Scaife's involvement in the project will solve the problem. We believe that his credibility on this project has been eroded beyond a point that he can effectively lead the BLL team. In your discussions with Harvey Sleight, you were advised that this was our position and you indicated that you would pursue obtaining an aggressive, experienced replacement. Given the size and diversity of BLL, this should not be difficult. If, in fact, Mr. Scaife's effectiveness with this project is what you imply, then we shouldn't be where we are.

With regard to your reference to overcoming "design-inflated multiple stoppage of work", this is considered an inflammatory, self-serving example of "finger pointing". That the County cannot allow it to continue is precisely why I called the December 16 meeting at which Mr. Scaife made many promises regarding his increased personal involvement, delivery of a schedule and a recovery plan. As you know these things never occurred, requiring my February 4, 2004 letter to you and the follow-up meeting and discussions on February 19.

Mark P. Balling

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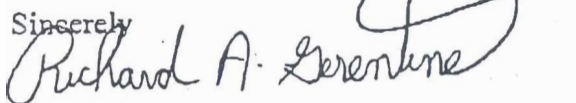
March 3, 2004

I believe that it is imperative that a meeting between you and your team leader and Crandall (Messrs. McNiece and Bishop) be scheduled immediately to coordinate the schedule and any other issues. Following that meeting and your having accomplished the tasks set forth in your letter, a status meeting should be scheduled in my office during the third week of March.

Bovis Lend Lease is the agent of the owner and must assume those inherent responsibilities including an aggressive, proactive role in the timely and cost effective completion of this project.

Your prompt attention to and cooperation in these matters are greatly appreciated.

Sincerely



Richard A. Gerentine  
Chairman  
Ulster County Legislature

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MAR 11 2004 Bovis  
Lend Lease

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Regional Headquarters:  
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March 8, 2004

Mr. Richard A. Gerentine, Chairman  
Ulster County Legislature  
PO Box 1800  
Kingston, NY 12402

**Re: Ulster County Jail Project**

Dear Mr. Gerentine:

Thank you for your feedback to my letter of February 24, 2004. As always, it is important to have open communication in any form between a client and their agent, and we value your thoughts on the matter at hand. Although it is not our intention to debate with the County over the cause of current concerns, we would like to clarify the matter further.

Schedule

The schedule resources from our New York office were in place working on the Ulster County Jail project prior to our meeting of February 19<sup>th</sup>. The fact that someone was not physically on-site should not be interpreted as Bovis not working on updating the schedule. An updated schedule was in fact issued to all prime contractors on March 4<sup>th</sup> with feedback required by noon on March 8<sup>th</sup>, so that we can achieve constructive feedback and required contractor buy-in by the end of this week. We are also initiating a weekly schedule review meeting commencing this Wednesday to review progress, coordination issues, critical delivery dates for materials and equipment, etc. to further support, refine and enforce the schedule criteria. This meeting will also allow for ongoing discussion from all parties on how to best regain momentum and achieve a productive flow of work on site. Through close coordination of all trades, we will continue to work diligently to find ways of overcoming past and current obstacles that have been presented in the form of scope changes, inclusive of design clarifications.

Quality Control

We will follow-up with correspondence to RW as required as we move forward, just as we have done in recent correspondence of February 20<sup>th</sup> and February 23<sup>rd</sup> that outlined quality control concerns. We strongly recommend this issue be discussed in more detail at the March 9<sup>th</sup> OACM meeting so that the team is in complete agreement on dealing with all quality control issues to date.

Numerous items of correspondence have been issued to Christa Construction since our meeting of February 19<sup>th</sup> and the bid package for time and material work by an outside contractor is in process.

Change Orders

The change order review process will continue to improve with contractor proposals that are submitted in an acceptable format, as outlined by Bovis in recent correspondence to Christa Construction.

### Dispute Resolution

On February 27<sup>th</sup>, a claim review meeting was held with C.B. Strain to further understand their position and reaffirm our requirement that all costs be properly documented and substantiated before any change order is approved. We will work as expeditiously as possible to settle all outstanding claims, but not at the risk of approving costs that are inflated, theoretical, or otherwise non-quantifiable.

### Team Philosophy

We are committed to completing this project as a team and to that end, we suggest that a Project Success Planning session be scheduled ASAP to review roles and responsibilities, success factors, and communication procedures for all team members. Bovis will gladly facilitate this much-needed session so that we can resolve outstanding differences and move forward as a true team.

### Design Issue Resolution

We find it frustrating to be accused of "finger pointing" whenever the topic of the project design is broached. It is now suggested that design errors have occurred due to a lack of Bovis attendance at design development meetings when the vast majority of projects we are involved in do not require our attendance. The County hired its' A/E to competently design this project within the professional guidelines and standards contracted for by the County. Design development meeting attendance and constructability reviews are in and of themselves supplemental efforts to assist in design input and review, but in no way constitute responsibility for the design completeness or accuracy.

On the issue of a constructability review prior to bid, your statement regarding comments made by Rich Scaife is incorrect. Rich's comment indicated that the Architect requested 4-6 additional weeks of design time to *complete* the structural drawings prior to bid. Due to pressure applied by the County to bid the project and enable a fall groundbreaking, the structural drawings were added to the balance of the design documents for bidding without adequate time to review. Structural drawings were prepared out of the normal sequence with other documents and numerous inconsistencies and errors have resulted. It is important to keep in mind however, that at no time was Bovis the entity pushing either the A/E or the County to go to bid with less than complete or coordinated documents. Along the same lines, it is neither the responsibility of Bovis to direct the Architect on when to have the work of its' subconsultants completed, nor is Bovis the source of contractual authority to ensure that proper coordination of design disciplines occurs.

Once the project was out to bid, we were inundated with questions from bidders and excessive design addenda that required posting of drawings on a continuous basis. To perform a constructability review at this stage would have meant delaying the receipt of bids and start of construction, which as mentioned above, was not an option.

### Bovis Staff Revision

When initially confronted by Harvey Sleight over the County's lack of confidence in Rich Scaife, I acknowledged at that time that providing a replacement was an option, as it is now, if doing so would be in the best interests of the project. After discussing the pros and cons of this issue with the Bovis team and others within the organization, it was clear that increasing Rich's involvement was the best move to make to support the project. Rich's knowledge of the project history and overall jail construction is crucial as we move forward. As I mentioned to you and Harvey after our February 19<sup>th</sup> meeting, this project cannot afford a learning curve with a new project executive, and I cannot guarantee the time commitment available from



Mr. Richard Gerentine, Chairman  
Ulster County Legislature

March 8, 2004  
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any prospective individual as I can with Rich Scaife. Please note that more involvement from Rich is only required to help the County manage circumstances that have developed beyond Bovis' control. Similarly, more time is being allocated of our site team to manage change orders, post drawing revisions, and pursue answers to outstanding design issues to keep the project moving. Although these items are part of the job, all issues relating to changes in the work allocate resources away from other important functions. Additionally, pushing job progress is complicated once leverage of contractors and momentum on site is diminished when the design does not support the critical path activities of the schedule. As your agent, we believe this very issue is the root of current delays.

On a separate, yet related issue, Bovis has become the focal point of a political battle within Ulster County as evidenced by numerous newspaper articles in the past week. Inflammatory statements have been made by some based on misinformation and/or misinterpretation of the facts, which has affected our reputation in the marketplace. We are very concerned over the content of these derogatory statements and take exception to the inference that Bovis stands as the cause of the current concerns. We have outlined above our position on reasons for schedule delays. In regards to the overall project cost, it is important to remember that the budget cuts have been made in the past by the County ~~against the recommendation of Bovis~~. The construction contingency has also been eroded by design initiated change orders and pending claims beyond the control of Bovis. We strongly request that facts grounded in contractual accuracy be presented by the Owner from this point forward. We will do all we can to complete this project in a positive light, but in order to achieve this, we must all be realistic with regards to cause and effect.

We look forward to a productive meeting on March 9<sup>th</sup> and renewed momentum by all team members to complete this project as soon as possible.

Very truly yours,  
Bovis Lend Lease LMB, Inc.



Mark P. Balling  
Vice President

c: Harvey Sleight – Ulster County  
Mark Melson – Bovis Lend Lease  
Joe Portela – Bovis Lend Lease  
Rich Scaife – Bovis Lend Lease

# ULSTER COUNTY LEGISLATURE

PO BOX 1800, Kingston, NY 12402



Telephone: 845 340-3900  
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RICHARD A. GERENTINE, Chairman  
MICHAEL L. STOCK, Majority Leader  
DAVID DONALDSON, Minority Leader  
RANDALL V. ROTH, Clerk  
GERARD DeFELICIS, Deputy Clerk

February 4, 2004

Mr. Mark Balling, Vice President  
Bovis Lend Lease  
767 Warren Road  
Ithaca, New York 14850

VIA: Federal Express

RE: Ulster County Jail Project

Dear Mr. Balling:

I am writing to express my concern that the above project is not progressing as rapidly as it should be. Any delay causes exposure for additional expenses and costs to Ulster County, as well as other involved parties.

We had previously held a meeting with all contractors on this project and your Senior Staff on December 16, 2003, in an effort to identify issues causing delay and put in place a recovery plan. At this meeting the contractors were requested and agreed to forward to your staff their individual recommendations and suggestions for expediting completion of this project. Your staff, in turn, was to review these materials, adopting any worthwhile, constructive suggestions, and to respond promptly with a view toward creating a new work schedule to hopefully bring the project back on schedule.

I am informed that most of the contractors responded in a timely manner but have received no response from BOVIS.

To date, the County has not received a revised and complete schedule for this project, nor have the contractors. The County expects that this schedule will be:

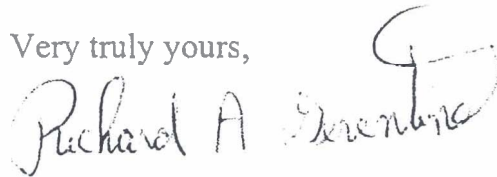
forthcoming immediately.

At the meeting, your project executive, Mr. Scaife, indicated that he would personally "take charge" of this whole process. There is no indication that this has occurred to the extent necessary to produce the desired results. The County expects that this issue will be appropriately addressed and that an organizational commitment will be made by your company to bring this project back on schedule. To this end, we would expect the development and presentation to us of a plan for recovery within the next two weeks.

We are open to and awaiting your plan and suggestions for dealing with these issues.

There is a regularly scheduled OAC Meeting on February 19th at 1:30 p.m. You are cordially invited to attend this meeting and if convenient, I would like to meet with you privately immediately prior to it, say at 12:30 p.m., to discuss this entire situation.

Very truly yours,

A handwritten signature in cursive script that reads "Richard A. Gerentine". The signature is written in dark ink and is positioned to the right of the typed name.

Richard A. Gerentine  
Chairman, Ulster County Legislature

RAG:def

**LETTER OF TRANSMITTAL**

**Date: May 4, 2004**

**Attention:**

**RE: Ulster County Law Enforcement Center**

**TO: Charlie Rocca**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**RECEIVED**

MAY - 2004

ULSTER COUNTY LEGISLATURE

You are sending you:  Attached  Shop Drawings  Plans  Specifications

<b>Copies</b>	<b>Date</b>	<b>Description</b>
1		Construction Schedule Comments

are TRANSMITTED as checked below:

for approval

for Review and Comment

returned for corrections

submit \_\_\_ copies for distribution

- For Your Use
- As Requested
- Approved as Noted
- Approved as Submitted
- Resubmit \_\_\_ copies for approval
- For your records

Signed: 

**Brian Cunningham**

**Chairman Gerentine**

**Commissioner Sleight**

**Richard Scaife**

Bovis Lend Lease submitted via email the updated Ulster County Law Enforcement Facility Project Schedule with a data date of March 31, 2004 on April 1, 2004. As of this data date, Project Completion is projected to be January 3, 2005.

Ulster County has only reviewed the technical aspect of the schedule and offers the following comments which must be resolved prior to the next schedule update:

1. The scheduling method is set to "Progress Override", which is only allowable when logic is only used to sequence activities and not to show the interdependencies. This methodology of scheduling ignores network logic and affects the schedule only if out-of-sequence progress occurs. ~~be~~ be the case for this project. The scheduling program treats an activity with out-of-sequence progress as though it has no predecessors and can progress without delay. This methodology is not recommended for this project, particularly at this stage of the project.
2. The distribution of activities appears to be back-end loaded. This indicates an underdeveloped schedule, which has not fully considered all project issues and is less accurate as a project management tool. Additionally, the County will be unable to use this schedule to determine prior delays.
3. Five activities have progress reported with no actual start dates. Please provide these activity's actual start dates.
4. Ten activities have been reported complete with no actual finish date. Please provide these activity's finish start dates.
5. Two activities have actual dates prior to the project start date. Please provide reasoning for these dates or revise.
6. As a good scheduling practice, activity durations should be no greater than 22 working days or a one month period, except for long lead time material fabrication and delivery items. This schedule has 418 Activities have durations greater than 22 working days. The majority of these activities should be broken down to further to provide the necessary information and coordination for the Owner, Architect and Prime Contractors.
7. Five activities had remaining durations greater than the original durations. Please check and revise accordingly.
8. There is no substantial completion milestone date or date of beneficial occupancy.
9. 201 Duplicate activity descriptions exist. This may lead to confusion and the inability to easily track activities. Please revise accordingly.
10. There are 20 milestones, and some of these milestones appear to be activities. Please revise accordingly.
11. Delete all the unused Activity Codes in the schedule.
12. Work-Breakdown-Structure (WBS)
  - a. All definitions are missing. Either delete the structure or fill in the definitions.
  - b. 222 activities are missing WBS Codes
13. The hard copy of the schedule depicts the schedule as being resource loaded, but further review of the electronic schedule indicates the alleged resources are only

defined as activity codes. Revise this information using the proper resource loading scheduling tools or redefine the activity code as responsibility or trade.

14. There are 193 near critical paths to complete the project, when using the total float of less than 20 days.
15. Activity Relationships
  - c. One activity is interruptible.
  - d. Five activities have multiple logic relationships to the same activity, which are not Finish-to-Finish or Start-to-Start.
  - e. The schedule has 29 START-TO-FINISH relationships. There are no constructive reasons or use for this type of relationship in this construction project. Please revise the activity relationships using one of the three standard activity relationship types.
  - f. The schedule has 481 activities have odd lags. Lags are time intervals imposed between two activities, legitimate for concrete cures, or paving operations. Odd lags are the following:
    - i. Finish-to-Start with a negative lag.
    - ii. Finish-to-Finish with a positive lag.
    - iii. Start-to-Start with a positive lag. This type of relationship lag is unacceptable when the lag is greater than the duration of the preceding activity.
    - iv. Start-to-Start with a negative lag.
    - v. Finish-to-Start with a positive lag. Need to define what the lag represents.
    - vi. Remove all Start-to-Finish relationships. The use of this type of relationship is rare for construction and more specifically with lags.
  - g. Used 299 standard types of lags. Please revise or advise the County on the need to use of these lags.
  - h. The use of lags only represents the schedule developer as buying back project time.
  - i. 24 Non-Overlapping lags used. The lag is either greater than the planned activity duration or the lag places the succeeding activity prior to the start of the preceding activity. Please revise accordingly.
  - j. 65 activities do not have finish relationship. Please provide the necessary finish relationships for these activities.
  - k. Constraints
    - i. 32 Early start constraints used on activities. Please revise.
    - ii. 15 Start milestone constraints. The only activity that should have a Start milestone constraint is the Notice to Proceed or Mobilization. Please revise.
    - iii. 5 Finish milestones constraints. The only activity that should have a Finish Milestone constraint is Substantial completion or project completion. Please revise.
    - iv. 2 Zero Start Constraints. Please revise.
  - l. 86 activities have no predecessors. Please revise.

m. 137 Out-of-Sequence Activities. Please revise or provide reasons for this reported progress.

The County has also realized during each update that the Project is continuing to lose time. For example as of Update No. 7, data date March 4, 2004, the projected completion date was December 15, 2004 and as of this update, data date March 31, 2004, the projected completion date is January 3, 2005. The project has been actually impacted by an additional 19 calendar days. Please provide the County with the reasons for the impacts.

Ulster County requests that Bovis address these comments and provide a realistic schedule, which will accurately forecast a completion, date (since the reported completion date is being influenced by the use of constraints and activity relationships). Additionally, the Project Team will not be able to develop a realistic recovery plan since the forecasted completion date appears unattainable. The County is particularly concerned that the forecasted dates are misleading to the Project Team members, contractors and elected officials.

