

1/26/2016

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WAYNE COUNTY
BUILDING AUTHORITY
SPECIAL MEETING

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Taken at 500 Griswold,
Detroit, Michigan,
Commencing at 1:00 p.m.,
Tuesday, January 26, 2016,
Before Laurel A. Frogner, RMR, CRR, CSR-2495

1 APPEARANCES:

2 Eileen DeHart, Chairperson

3 Fred Hoffman, Member

4 Sam Hussein, Member

5 James Saros, Member

6 Frank Vaslo, Member

7

8

9 OTHERS PRESENT:

10 Zenna Elhasan, Wayne County

11 Corporation Counsel

12 Felicia Johnson, Wayne County

13 Commission Counsel

14 Gary Woronchak, Wayne County

15 Commission Chair

16 Tim Johnson, Wayne County

17 Commission

18 Bernard Parker, III, Wayne County

19 Deputy Chief of Staff

20 Ryan Bridges, Wayne County

21 Mary Anna Daskas, Wayne County

22 Finance and Administration

23 Audricka Grandison, Wayne County

24 Gary August,

25 Zausmer, August & Caldwell PC

1 Detroit, Michigan

2 Tuesday, January 26, 2016

3 About 1:00 P.M.

4 - - - - -

5 CHAIRPERSON DeHART: We'll get the Wayne
6 County Building Authority Special Meeting started.

7 Roll call, please.

8 MS. GRANDISON: Eileen DeHart.

9 CHAIRPERSON DeHART: Present.

10 MS. GRANDISON: James Saros.

11 MR. SAROS: Present.

12 MS. GRANDISON: Frederick Hoffman.

13 MR. HOFFMAN: Present.

14 MS. GRANDISON: Frank Vaslo.

15 MR. VASLO: Here.

16 MS. GRANDISON: Sam Hussein.

17 MR. HUSSEIN: Present.

18 MS. GRANDISON: You have a quorum.

19 CHAIRPERSON DeHART: Thank you. Is there a
20 motion to approve the agenda?

21 MR. VASLO: So move.

22 MR. HOFFMAN: Second.

23 CHAIRPERSON DeHART: Any questions on the
24 agenda?

25 (No response.)

1 CHAIRPERSON DeHART: Hearing none, all those
2 in favor?

3 (In unison): Aye.

4 CHAIRPERSON DeHART: Opposed?

5 (No response.)

6 CHAIRPERSON DeHART: Motion carries.

7 The minutes are not available. Laurel said it
8 takes about 10 days after the meeting to get them
9 finished. So we will take care of those at the next
10 meet.

11 Any Old Business?

12 (No response.)

13 CHAIRPERSON DeHART: Hearing none, New
14 Business. Action Items. Approval of an amendment to
15 interim agreement for an additional 30 days.

16 With that, I'd like a motion before we discuss
17 it. Is there a motion?

18 MR. VASLO: So move.

19 MR. HOFFMAN: Support.

20 CHAIRPERSON DeHART: Okay. Now open for
21 discussion. You're chomping at the bit.

22 MR. AUGUST: Good afternoon. Gary August,
23 your outside counsel on the issues with regard to the
24 jail and the litigation with AECOM. We're here for two
25 purposes. One is to provide you just a status update of

1 where we're at in the process, and the other is to seek
2 your agreement to a first amendment of the interim
3 agreement.

4 Since the last time that we met when I was
5 here and you authorized the signing of the interim
6 agreement, there's been several meetings between
7 administrative staff, the Sheriff's Department, AECOM,
8 and Ghafari with regard to a potential redesign of the
9 new jail; very productive meetings. The first meeting
10 also involved a site inspection of the old site at
11 Gratiot, and that also went very well. A lot of
12 positive feedback on the condition of the site
13 underground. I learned a lot through this process
14 because people think of the Jail Project, they only see
15 the cells that are above ground that are rotting and
16 deteriorating. All the work that was done on your
17 project that you've paid all this money for today is
18 happening underground, and you have two stories
19 underground of work that has such a high degree of
20 finish, you have detention rooms and hallways and
21 everything, it's just incredible, not to the mention all
22 the structural foundations that were down there. So
23 there was a lot of positive feedback on the condition.
24 A lot of the budget costs going forward is dependent on
25 the work in place and an evaluation of the existing work

1 in place. So that was a positive development upon
2 seeing that. A lot of good positive interaction between
3 the Sheriff and AECOM trying to balance the size of the
4 facility and the number of cells with the optimal use of
5 the facility, and a lot of it relates to how it's set
6 up, and not just the number of overall beds but where
7 those beds are located, how they're used, and the types
8 of cells, are they single beds or double beds, so a very
9 good interaction between the end user and the actual
10 designer of the building.

11 During this process it became apparent to
12 AECOM that an important decision that needed to be made
13 was whether the project would continue using the
14 existing design and buying more precast cells to
15 complete it as per the original design or whether to go
16 into a different direction where precast cells wouldn't
17 be used. And a lot of the issue is if -- for those of
18 you who were here from the beginning may remember, the
19 precast cells aren't only jail cells, but they were
20 designed to provide the actual structure of the building
21 instead of driving steel. That raises some issues going
22 forward, though. You need to assure that you will be
23 able to get more of these cells and get them at a
24 reasonable cost, and not everybody is in the business of
25 constructing precast jail cells. So AECOM reached out

1 to Oldcastle, who was the subcontractor on the original
2 project, and Oldcastle expressed that it may not be able
3 to accommodate our timeline or even have a desire to
4 start producing these cells again. So that raised some
5 potential issues with us.

6 We have scheduled a meeting with Oldcastle.
7 The soonest they could meet to discuss this, and you may
8 remember we also have existing litigation with Oldcastle
9 to discuss those issues, was this Thursday. So
10 Oldcastle and AECOM are flying in for a meeting, and
11 we're doing it right at the airport. I just got us a
12 big conference room at the airport, and we're meeting at
13 the airport to discuss the litigation with Oldcastle,
14 but mainly, also, what Oldcastle can do going forward
15 with the cells, kind of what the cost would be, what's
16 their timeline, what's their willingness to get involved
17 again.

18 As with most things, it's not a one-way street
19 on whether or not the project can be completed if it's
20 Oldcastle cells or not. The County does have options.
21 And AECOM is exploring not only completing the project
22 with precast cells but doing a steel structure where the
23 precast cells would have gone but now wouldn't go. And
24 preliminary, they think that it may even be less
25 expensive to do a steel structure as opposed to the

1 precast cells, but it's very preliminary, and the issue
2 is if the precast cells, if we go in that different
3 direction, there may need to be a reallocation of the
4 cost between construction and design, because if you
5 throw out portions of the original design involving
6 precast cells, that would necessarily mean that there
7 would be increased design cost to create basically a
8 whole new structure that wasn't designed before. Now,
9 it may result in less construction cost, too, but that
10 meant until we crossed that bridge of what is the
11 concept that they're going to be pricing, we couldn't go
12 to what was due at the end of this month, which was
13 going to be our final settlement agreement with the
14 final design agreement between us and AECOM. We can't
15 do that final design agreement until we know the scope
16 of what it is that they're designing so --

17 MR. HOFFMAN: Let me just stop you there, have
18 you repeat that sentence, so this morning the Commission
19 did not adopt a final plan.

20 MR. AUGUST: The Commission agreed to what
21 we're asking you to do today, which is enter into a
22 first amendment to the interim agreement to push out the
23 dates for us to reach a final agreement with AECOM until
24 we told you February 29th, but the Commission asked if
25 we could make it to March 3rd to accommodate its

1 schedule.

2 MS. ELHASAN: So just to further respond to
3 that, because I know, Fred, you came today with the
4 intent of approving a full settlement agreement. That
5 was -- the original interim agreement required that
6 settlement agreement to be executed by January 29. The
7 backdrop of all of that is what Gary just said to you,
8 what led us to today's point. So rather than entering
9 into an agreement on January 29th, they said we really
10 can't put ink to paper by January 29th on a full and
11 final settlement agreement. Give us another 30 days,
12 because some of the exhibits to that settlement
13 agreement are going to be impacted based on our
14 discussions with Oldcastle. So rather than approving a
15 final settlement on January 29, this interim 30-day
16 extension provides them the opportunity to work out
17 those details and have a full and final settlement
18 agreement for approval ready by what the Commission
19 approved this morning was March 3rd. We had asked for
20 February 29th, their next full board meeting is the 3rd,
21 so they said just do it March 3rd rather than February
22 29.

23 MR. HOFFMAN: From my understanding, March 3rd
24 then becomes the new January 29.

25 MS. ELHASAN: Correct.

1 MR. HOFFMAN: And then today we are simply
2 adopting -- not simply -- we're adopting the first
3 amendment as amended.

4 MS. ELHASAN: Correct.

5 MR. AUGUST: Correct, to just push us
6 basically 30 days out, but I wanted you guys to have the
7 understanding of why that happened, because sometimes
8 say, oh, if something's being delayed, something must be
9 going wrong, and that's not really the case. Sometimes
10 haste causes waste, and we have to be cognizant of that
11 going forward, that we need to make sure that everyone
12 has time to do the work that needs to be done and do it
13 properly, and we're going in that direction, and it's
14 been a productive 30 days, but because of the piece with
15 regard to Oldcastle and the precast cells, we just need
16 additional time to meet with Oldcastle and figure out
17 what direction are we going in.

18 So now the plan would be by March 3rd we would
19 have a final settlement agreement, which as an exhibit
20 to that agreement would be the architectural services
21 contract between this Authority and AECOM. It wouldn't
22 be signed until we knew that we were actually doing the
23 project, but all those terms and conditions would be
24 worked out. Then AECOM by the end of March as opposed
25 to by the end of February, now by the end of March would

1 give us its concept plan for what the jail would -- the
2 redesigned jail would look like and its cost proposal.
3 At that point we would have 60 days to determine based
4 on what that cost proposal is whether or not the County
5 would go forward on doing the project at Gratiot.

6 MS. ELHASAN: So the new February 29th day is
7 now March 31st. So taking all of that into
8 consideration, I think we have to think about, and I
9 know you probably have some questions, but just keep in
10 mind about meeting wise, the committee of the whole
11 meeting will certainly be in advance of March 3rd. I
12 know that in keeping with your final request you would
13 want the Commission to consider the final settlement
14 agreement first, so I imagine the committee of the whole
15 would be maybe a week before the March 3rd full Board?

16 CHAIRPERSON DeHART: Probably the Thursday
17 before.

18 MS. ELHASAN: I think they want sufficient
19 time to --

20 MS. JOHNSON: Right, it's possible that it
21 would be probably that Tuesday or Wednesday, not
22 necessarily that Thursday before, but keeping in -- to
23 kind of consistency where we were originally, while
24 we're okay with potentially approving the settlement
25 first, we would like that contract of lease approved

1 before we actually vote on the settlement, so that
2 may -- I don't know if you want to have two meetings, so
3 we may -- in this instance we may ask that you actually
4 vote first and then going forward on everything else
5 obviously --

6 CHAIRPERSON DeHART: I know we do have a
7 regular meeting on February 17, so at that time I'm sure
8 you would know more, and then we can decide if we want
9 to change our March meeting to March 3rd versus the
10 originally set March meeting.

11 I have a couple questions, if I could. One of
12 my questions, of course, was if the Commission approved
13 this morning, and they did. Wasn't Oldcastle the
14 company that we had a problem with the invoices being
15 not quite up to snuff?

16 MR. AUGUST: The issue with Oldcastle was they
17 are a subcontractor -- were a subcontractor to
18 Walbridge-DCK, so what happened was when the project was
19 terminated, there are certain contractual clauses that
20 dictate what a party, what a subcontractor can recover
21 upon a termination, and the issue with their invoices
22 was how do you measure their damages. So we have our
23 way under our contract that says what they should be
24 entitled to upon a termination, they took a different
25 view, and that's what makes litigation. We had auditors

1 involved, and we're fighting about, A, how the
2 damages -- how their claims should be calculated at the
3 first instance, and then, B, whether or not they have
4 support for those claims. And there was some
5 intercompany transfers that we argue aren't sufficiently
6 supported, and that's what you're thinking of. But the
7 claims are multi-step, how you're calculating it and is
8 there support for that calculation.

9 And, again, we're meeting on Thursday and in
10 addition to the project going forward issues, we hope to
11 further go down the road of trying to resolve the past
12 with them.

13 CHAIRPERSON DeHART: What's the status of our
14 current precast cells?

15 MS. ELHASAN: 111 in storage and I believe 70
16 on site.

17 MS. DASKAS: That's about right. 111 in
18 storage, which I don't know if anyone's gone out there
19 to examine them, and there's like approximately --

20 MS. ELHASAN: 60 to 70 on site.

21 MS. DASKAS: -- 60 to 70 on the site.

22 MR. AUGUST: There's some that are in place
23 and some that are on site but not part of the
24 construction.

25 MS. DASKAS: Right.

1 CHAIRPERSON DeHART: I want to go on record as
2 thanking Mr. Saros, because he was the driving force
3 behind us not destroying those 111 precast cells. What
4 a waste of money that would have been.

5 MR. SAROS: Thanks.

6 CHAIRPERSON DeHART: One other question, and
7 then I'll turn it over to the rest of the Board. If we
8 go with the steel construction concept, and I don't know
9 the word for it, but there's some kind of steel that
10 would be rust resistant, because we're coming up to our
11 rainy season now, and I'm sure that the architects know
12 what kind of steel to use to ensure stability with
13 those --

14 MR. AUGUST: Yeah, I mean we've got to rely
15 on, you know, their expertise, but where -- that steel
16 wouldn't be in place for another year from now, because
17 we go through this procedure, the cost estimate, then
18 whether or not we're going to build the project, and
19 then there's at least a six-month design period, then
20 the bidding of the contract, the awarding of the
21 contract, then the starting of the work, so we're a ways
22 away from that.

23 CHAIRPERSON DeHART: Before we go into more
24 questions on this, I know that our new member, Mr.
25 Hussein, has done great due diligence in getting up to

1 speed, and I think he had a couple questions about our
2 December 17th agreement.

3 Sam, did you want to ask those now?

4 MR. HUSSEIN: Yeah, if, Zenna, if you can
5 clarify, I just had a question about the concept to -- I
6 didn't see a minimum or maximum for -- spoke to you a
7 little bit before -- could you clarify that?

8 MS. ELHASAN: Yes, absolutely, I think it was
9 a good question to point out why have we specifically
10 indicated a \$175 million max on Concept 2, namely the
11 1,944 beds, but no maximum or minimum amount on the
12 1504, and the reason for that is we've indicated to
13 AECOM and Ghafari that they have to meet either at or
14 below the \$175 million mark in contemplation of
15 dismissing a lawsuit. We didn't want to tie a figure to
16 the lower bed count, have them meet that, and not have
17 the opportunity or decision at that point to want to go
18 through with it but have a dismissed lawsuit and no
19 project, and so that particular concept and design could
20 be worked out and prepared by AECOM/Ghafari, there's no
21 specific maximum cost or maximum price on that.

22 MR. HUSSEIN: Thank you.

23 CHAIRPERSON DeHART: Anything else on that,
24 Sam?

25 MR. HUSSEIN: That's it.

1 CHAIRPERSON DeHART: Okay. Gentlemen? Fred?

2 MR. HOFFMAN: Just a couple questions to
3 discuss further the process. I also want to welcome our
4 chairman, not sure if it's the first time the chairman
5 has ever been at our board meeting. Appreciate you
6 being here.

7 CHAIRPERSON DeHART: Gary and I have been in
8 other meetings together.

9 MR. HOFFMAN: How sure are we of the March 3rd
10 date sticking, and I realize we've all lived in these
11 kind of worlds, once you start putting up dates, it's
12 very easy to put out other dates. Are there any walls
13 that we're up against in terms of this has to be done by
14 a certain date in order to comply with X, Y, or Z,
15 either bond requirements or court order or any other
16 activity, and then the second part of that question is
17 are there any parties at the table that either benefit
18 from positively or negatively pushing the date further?

19 MR. AUGUST: Okay. There are some forces that
20 go in favor of that March 3rd date being met. The
21 largest force is money. So right now we had agreed with
22 AECOM that we would pay them \$250,000 for this redesign
23 effort. Now, if we end up building the project, that
24 gets rolled into the project cost and we don't pay it,
25 but we agreed when we did the interim agreement that for

1 the first half of that period they would get paid
2 \$125,000, so the force that's preventing it from getting
3 pushed out further is when we extended this out, we
4 didn't extend out them getting more money. So even
5 though the period -- the first 30-day period they were
6 going to get 125,000, now it's turning into a 60-plus
7 day period, they're still only getting 125,000, so they
8 are burning way more than \$125,000 on this effort. In
9 fact, they mentioned to us that they are subcontracting
10 their own consultant on cost estimating to make sure
11 that they give us as accurate of a figure as possible at
12 a cost of \$75,000 to them that's coming out of that
13 money. So the more time that they spend without having
14 the final agreement agreed to for the second phase, that
15 \$125,000 is getting thinner and thinner and thinner to
16 the point where it's in negative territory. So that's
17 the only force that would push an agreement, there's no
18 court order or anything like that, everything's within
19 the control of the parties to amend it further, but no
20 one wants to.

21 And what was the second part of your question?

22 MR. HOFFMAN: Just how confident we are on the
23 March 3rd date being the final date for the approval.

24 MR. AUGUST: You know, you never know what can
25 happen, but I think there's a high degree of confidence,

1 you know, until -- really the key is picking the
2 direction that it's going to go. Once that direction is
3 picked, then you can go. It's our intent to hold them
4 to that date. I mean we understood this one, and, quite
5 honestly, it was a result of very positive interaction
6 that gets us there, and we want them to look to see if
7 they can do it cheaper without using the cells. You
8 know, we don't want to force them because of this 60
9 days to have to do their original design, we want them
10 to look outside of it, but at the end of the day we want
11 that deadline to be met and -- the March 31st deadline,
12 and it's going to have to come to you guys again if that
13 deadline wants to get moved.

14 MR. HOFFMAN: Madam counselor, do you agree
15 with that?

16 MS. ELHASAN: Yes.

17 MR. VASLO: I'll go next because I know Jim's
18 got notes and -- I want to thank you for the recognition
19 of the cost and so much of it being underground. I
20 don't think people realize just how much of a project
21 like this involves engineering and the things that you
22 are not seeing. And I appreciate you going out there.
23 I'm a little concerned about the statement on that it
24 might be cheaper to go to this new steel structure
25 without using the precast. If that's true, why didn't

1 we see that first?

2 MR. AUGUST: Okay, I wasn't there back then,
3 so I can only tell you what I've read in the project
4 record, okay, and my understanding is, as with any
5 project, there's multiple ways to skin a cat, okay. So
6 it's not like precast cells are such an outrageous
7 concept. If it were, then no one would make precast
8 cells, all right. But my understanding is we were
9 trying to meet the requirements of the ARRA bond
10 deadlines, which involved certain milestones of when
11 projects were started and when they were completed. And
12 the precast cells were a much faster means of
13 construction than doing the -- driving the steel and
14 doing a steel shell, because it created the cells and
15 the structure at the same time, and that allowed us to
16 meet the ARRA guidelines which created a savings that
17 you've heard, you know, the 40-plus percent subsidy that
18 more than outweighed the cost of doing the cell
19 construction versus the steel.

20 CHAIRPERSON DeHART: And if I may, just
21 because we have a new member here, ARRA, Sam, was the
22 American Recovery and Reconstruction Act whereby we
23 could get a better deal for our dollar using Federal
24 money, also.

25 MR. AUGUST: Obama bucks. It was the

1 stimulus.

2 MR. VASLO: Right, stimulus package.

3 MR. AUGUST: Which seems so long ago.

4 MR. VASLO: Yeah, it does seem like forever.

5 MR. AUGUST: Now you see all this construction
6 going on and you think did we need stimulus? But those
7 were the stimulus dollars.

8 MR. VASLO: We seem to be moving in a positive
9 direction here. I just want to make a plug for a new
10 owner's rep, a new somebody like that that is going to
11 be down in that hole representing this body -- every
12 single day that was, you know, something that we've
13 talked about in the past, and I think that if there's
14 any lessons learned on that, it is the importance of
15 that position and --

16 MS. ELHASAN: Well, we couldn't agree with you
17 more. We've been very proactive, we actually put a bid
18 out for a -- what started off as a jail consultant but
19 really is morphing more into an owner's rep, and to be
20 consistent with what AECOM/Ghafari has proposed, the
21 scope is directly aligned with managing that project, if
22 you will.

23 MR. VASLO: Well, that's fantastic. I'm very
24 glad to hear that.

25 MR. AUGUST: And your thinking is tracking the

1 Commission's thinking, because we had that same
2 discussion earlier in the day.

3 MR. VASLO: Let me say that's terrifying but
4 I'm good with --

5 MR. AUGUST: You know, unfortunately, sarcasm
6 can't be added to a transcript but --

7 MR. WORONCHAK: Can't do you a winky face?

8 MS. ELHASAN: Insert sarcasm here.

9 MR. AUGUST: But we are really looking for a
10 very strong owner's representative both in the quality
11 of the entity that we hire to serve in that capacity
12 but, also, in the listing of the obligations that that
13 person, entity is going to have, and we are really
14 looking for someone to be a single point of contact
15 between this Authority and the County and the contractor
16 and the architect so that people aren't going around and
17 talking to everyone else. You have one person that's
18 going to be the source, one voice, and everything's --
19 that one person is responsible for what comes out of
20 that one person's mouth, and having the authority to
21 act, and on a lessons learned type basis, we're looking
22 for a very strong owner's rep on any project.

23 CHAIRPERSON DeHART: And if I may, it kind of
24 preaching to the choir, because this body beat our drum
25 for many, many months demanding an owner's rep, to no

1 avail.

2 MR. VASLO: That's all I have. Thank you,
3 ladies and gentlemen. That was very nice.

4 CHAIRPERSON DeHART: Sam, did you have
5 anything?

6 MR. HUSSEIN: I just wanted to ask a question
7 on the redesign work. It says here that there's going
8 to be inspections and testing, and they're going to
9 cover up to 60,000 of the cost. Do we see it going a
10 lot over that, because there are certain things that
11 when she was talking about the steel and, you know,
12 certain things that could be destructive in nature. Can
13 you enlighten about that?

14 MR. AUGUST: Sure. What you're referring to
15 is work that would take place in Phase II of the
16 project, so that's not what's going on now, okay.
17 They've gone out and have done a visual inspection and
18 done, you know, preliminary work to determine what's in
19 place. Once the design goes forward, assuming that you
20 do go forward and choose to build at the Gratiot site
21 once you get their cost estimate, part of the design
22 work that takes place in that six-month period is going
23 to be -- have to be some testing of the work in place,
24 okay. And the \$60,000 figure comes from a proposal that
25 they've already got lined up from a company to do that.

1 So unless there's significant deterioration or the
2 testing discovers a need for more testing, the intent
3 was that the \$60,000 would cover that full obligation,
4 and that's testing for work in place, not new, not what
5 you put in, okay, not, you know, you're pouring more
6 concrete, there's going to be testing of that concrete;
7 that's not what that 60,000 is talking about.

8 MR. HUSSEIN: Thanks for clarifying it.

9 CHAIRPERSON DeHART: Anything else, Sam?
10 Jim, you've been chomping at the bit.

11 MR. SAROS: No, I'm listening.

12 MR. AUGUST: Don't disappoint us.

13 MS. ELHASAN: All you have to say is
14 everybody's already asked your questions.

15 CHAIRPERSON DeHART: I don't think that's
16 going to happen.

17 MR. AUGUST: It hasn't happened yet.

18 MR. SAROS: And it's not happening now,
19 either. I've got a book here; sorry.

20 CHAIRPERSON DeHART: That's okay.

21 MR. SAROS: On Number 18 of the agreement,
22 Page -- yeah, Number 18 --

23 MR. AUGUST: Is this of the new interim
24 agreement?

25 MR. SAROS: The agreement for settlement of

1 the lawsuit with respect to the Wayne County Justice
2 Center.

3 MS. ELHASAN: Is that Exhibit 1?

4 MR. HUSSEIN: Page 5 of 11?

5 MR. SAROS: Exhibit 1, Page 5 of 11.

6 Exhibit 1, Page 5 of 11. Paragraph 18 says that if
7 the -- that if the County decides to terminate AECOM and
8 Ghafari services, they would be paid for their redesign
9 work undertaken through that date of determination. And
10 it says they'll be paid \$800,000 if the County
11 terminates the redesign work within 45 days of notice.
12 Then it says they'll be paid a million 6 if it's
13 terminated between 46 and 90 days, and then a million --
14 or 2.4 if it's 91 to 135, and 3.2 if it's 136 to 180.
15 Every agreement I've ever signed like this does not have
16 that kind of a broad spectrum for that much money. I
17 mean it should be prorated. As an example, to be
18 totally facetious, let's just say on Day 46 the County
19 says we don't want you anymore, you know, we're going to
20 terminate, you'd have to pay an extra \$800,000 because
21 it's on Day 46. So that might be a little bit, you
22 know, pushing it, but it could very well easily be like
23 two weeks later or three weeks later and you'd be stuck
24 with paying an \$800,000 pre-agreed upon number.

25 Anytime I've done anything like this, that

1 number is prorated, so, you know, you prorate it by day,
2 so if you're two weeks into it, then it's two weeks more
3 of that additional \$800,000 cost. And that happens,
4 also, from Day 91 to 135 and, also, from Day 136 to 180,
5 and every time it's an \$800,000 bump, so it's a big
6 amount of money if you should terminate.

7 MR. AUGUST: Let me tell you how that
8 provision came into effect and make a comment as to why
9 it's drafted the way it is. All right. That provision
10 came in at our request, at mine and Zenna's request, and
11 the purpose behind it was so that the Administration,
12 the Commission, and this Board, okay, would have the
13 ability and the flexibility to stop the design contract
14 at any point if it chose to go in a different direction.

15 MR. COLLINS: Without paying the full --

16 MR. AUGUST: Without paying the full price.
17 Now, normally, you know, who knows, all of a sudden the
18 State may drop, you know, billions of dollars and build
19 us a new facility, you just don't know what's going to
20 happen, so we wanted to be able to stop the project
21 along the way. The reason that we went in tranches,
22 okay, as opposed to as what you're suggesting, which is
23 almost like a schedule of values approach, okay, is
24 because this is a fixed fee design contract, all right.
25 And unlike other design contracts that may be based on

1 time and materials, you know, by the hour, how much the
2 designer is putting in, okay, AECOM's contract is under
3 this fixed fee of \$4 million or 3.2 million during the
4 design phase, all right. And we could have prorated the
5 \$3.2 million to the day, okay, this number of days and
6 do a division, okay, based on, you know, so you don't
7 get into that situation. We were getting some pushback
8 from AECOM, and we knew that the design services were
9 going to be significantly front loaded, and they were
10 going to spend more time in the beginning than they were
11 going to the end. And we thought that by doing it in
12 these four chunks, all right, where we were in 100
13 percent control of the chunks, all right, we're the one
14 who's terminating, so if we terminate on Day 46, shame
15 on us for terminating on Day 46. Since we were in the
16 direct control of the ability to terminate, we thought
17 it went to our advantage, because then we could
18 terminate on Day 44 or whatever because we were in
19 control of the termination date.

20 MR. SAROS: I completely agree with the fact
21 that -- I like that we can terminate and that -- but,
22 again, going back to lessons learned on this, sometimes
23 that ultimate termination or stopping of a project
24 doesn't have anything to do with someone not doing their
25 job or, you know, whatever it may be, something else

1 comes along, like you said, maybe the State drops in
2 dollars, whatever it may be. I'm all for being -- I
3 like the way in which it can terminate, I just don't
4 like the way in which -- how we have to pay for it.
5 That Day 46 might be, you know, a stretch, but let's
6 say, you know, two weeks past or three weeks past this
7 45-day period we'd be paying \$800,000 for work that is
8 going to stop by AECOM right at that point, and even
9 though it's our call, we'd still have to pay \$800,000
10 for that to happen. And their work, although I would
11 agree that it will -- a lot will be front loaded, still
12 is going to continue for that whole period of time until
13 they can get back to us with a finished product. I
14 would do it differently. I mean I'm not going to -- you
15 know, it's not a deal killer to me, but I'm just saying
16 I would have done that differently as far as that, you
17 know, that's concerned, so that's just a statement.

18 MR. AUGUST: No, no, we can look at that
19 and -- we totally get what you're saying. You know,
20 we -- it was a bit of an effort, I'll be honest, to get
21 them to agree to just generally the concept, because for
22 them, it's not as simple, and I'm not saying feel sorry
23 for AECOM, but it's not as simple as the project gets
24 terminated, so they should get paid up to that -- I mean
25 they're devoting a ton of internal resources and putting

1 it on their pathway. If we suddenly, you know,
2 terminate it, that doesn't necessarily mean that
3 tomorrow they're going to be able to fill up the 13
4 people that were doing design work on it.

5 MS. ELHASAN: And the expectation to begin
6 with was that they get the majority of it up front, and
7 I think the compromise was that breakdown that you now
8 see where we broke it up over so many days so that we
9 have an advantage of, like Gary indicated, when we get
10 to terminate it without giving them \$4 million.

11 MR. SAROS: Yeah, and I follow, and, you know,
12 and obviously when you're in negotiations, you know, we
13 don't have the luxury of hearing every word --

14 MS. ELHASAN: Yeah, absolutely.

15 MR. SAROS: -- and getting every feeling, nor
16 does the Commission. It's the people that are sitting
17 in the room that have the luxury of knowing where can I
18 give and where can I take. So that's just something
19 that stuck out to me, if it's part and parcel to that
20 whole agreement, as you've explained.

21 MS. ELHASAN: That's a very good point.

22 MR. AUGUST: Yeah.

23 MR. SAROS: The thing that, you know, that
24 bothers me is in the past -- I'll call it work stoppage,
25 basically, you know, prior to this Administration's

1 time, a member of the Administration basically walked in
2 before our body and said we need to stop this project
3 right now. So that's happened once before, so, you
4 know, it's that old, you know, get me once, shame on
5 you; get me twice, shame on me. So we've already seen
6 it happen where it's just we're stopping right now, and
7 that was supposed to be for a 30- to 60-day period to
8 re-evaluate what options were is the way that it was
9 put, and we're years later and have not -- and we're
10 still in that first stoppage. So I think that
11 everything I read here is well intended and it works
12 fine if there's no -- if you don't run into any of the
13 issues that have been run into already on this project.
14 Sam's point about the \$60,000 that AECOM would cover on
15 testing and things along those lines, do you happen to
16 know, did that include the tunnel, consulting of the
17 tunnel leading from the jail to the Frank Murphy,
18 because Bob Newton told this body that the costs of that
19 tunnel as it was originally designed were totally -- it
20 wasn't an option anymore in his words, that's not an
21 option, I mean, so, you know, it's so -- it's going to
22 cost so much money because of all the underground
23 underneath the road, and you'd have to move everything
24 all around, and that's out, which, to me, in the very
25 beginning, going back to 2009, that was one of the

1 attractive parts of this whole plan. I'd really like
2 this plan to be called more for the sake of the general
3 public to be called a Jail Consolidation Project more
4 often than just the Jail Project, because what was sold,
5 I think, to the Commission and to this body was you're
6 going to take three jails and consolidate them into one,
7 and there's going to be efficiencies created, and one of
8 those efficiencies was this underground tunnel which
9 would save tremendously on transportation costs of
10 prisoners from jail putting them in a truck. So now the
11 \$60,000 that Sam brings up is a very good point, because
12 if we've already been told, we have that knowledge now,
13 we'd have to dig it back out from a year and a half ago
14 or so, but that this tunnel is a real issue, are you --
15 that \$60,000 that AECOM's going to pay going in and
16 we're going to cover -- the County is going to cover
17 anything over that \$60,000, does that include that kind
18 of testing and consulting?

19 MR. AUGUST: No, the \$60,000 doesn't have
20 anything to do with the tunnel.

21 MR. SAROS: Nothing?

22 MR. AUGUST: Okay. Obviously there was -- I
23 don't want to say obviously -- there was a lot of
24 discussion about the tunnel issue, which is why it's
25 specifically referenced in the agreement that the plan

1 would include a tunnel connection to the Frank Murphy
2 Hall of Justice. Mr. Newton was in all of our meetings,
3 okay, when the concept plans were being discussed with
4 AECOM and whether or not we can do a tunnel. The tunnel
5 is complicated in many respects. You are correct that
6 there's utilities that are running underneath there,
7 there's -- my understanding is that there's water pipes
8 that are so old that they're wood, okay, in that area,
9 there's a water main that you can't disrupt. Those are
10 all factors that are being taken into consideration by
11 AECOM in its design and within the overall what we hope
12 is \$175 million construction budget or less, okay. So
13 they're certainly looking at the tunnel issues fitting
14 within that budget, okay. But that \$60,000 line item
15 for testing is just a completely different thing, that's
16 testing for work in place. There's nothing about -- the
17 tunnel didn't get built, okay, the entrance to the
18 tunnel got built, okay, but the tunnel didn't get built,
19 so there's nothing testing wise to test there. When the
20 ultimate tunnel does get built, there's going to have to
21 be certain materials testing related to the construction
22 just like there's materials testing related to every
23 time you pour concrete or do something else, and that's
24 just part of the overall construction budget.

25 MS. ELHASAN: Yeah, the 60,000, as Gary

1 indicated, is not meant to address fixes that are
2 currently either incomplete or not up to par, but,
3 rather, to test to see if the structural integrity is
4 still there to continue building on that site. But like
5 Gary indicated, any additional fixes or issues or
6 concerns or build-outs will be incorporated into what we
7 deem to be the maximum cost.

8 MR. AUGUST: You know, as you say, when you
9 negotiate something, all of a sudden you find yourself
10 arguing about who bears the cost of the \$60,000, okay,
11 and AECOM didn't want to bear the cost of it as part of
12 their \$4 million design fee, and we felt that they
13 should, and so, anyway, we reached a settlement that
14 they would pay what it was anticipated to be, the
15 60,000, and then we would pay any overages. So you guys
16 have narrowed in on something that was the epitome of a
17 compromise in that.

18 MR. SAROS: Mr. Newton had also at that time
19 suggested we eliminate the tunnel and consider building
20 a bridge over the street between the jail and the Frank
21 Murphy Hall of Justice because the tunnel was going to
22 be so cost prohibitive. I mean I'm thrilled to see the
23 tunnel back in and so prominently, you know, discussed
24 in this agreement. I'm, you know, a little concerned,
25 based on some of his statements, as to, you know, that

1 cost, and I think you've answered about as good as you
2 can.

3 MR. AUGUST: I can address your bridge issue,
4 though. Obviously one of the keys to this whole
5 Consolidated Jail Project is the ability to transport
6 prisoners without taking them outside and saving the
7 operational costs of that. So whether that's a tunnel
8 or a bridge, we needed a connection to the Frank Murphy
9 Hall of Justice. My understanding of why the bridge
10 concept was discarded in favor of the tunnel including
11 all the risks inherent in the tunnel is, A, you would
12 need new site plan approval from the City of Detroit to
13 put a tunnel -- I mean to put a bridge over and site
14 plan approval that, quite frankly, you may not get,
15 okay, in connecting those buildings with a tunnel, and
16 the cost of doing a bridge, believe it or not, with the
17 connection to the Frank Murphy Hall of Justice and all
18 the rework that would have to be done on the Frank
19 Murphy Hall of Justice including the losing of the
20 courtrooms and all the work associated with it was going
21 to be more expensive even if you could get the approval
22 from the City than going through with the tunnel.

23 Mary Anna, I think she remembers this.

24 MS. DASKAS: Absolutely.

25 MR. SAROS: I mean the tunnel is so much more

1 attractive an option, anyway, because I mean, let's face
2 it, it keeps the transport of those prisoners out of the
3 general public's eye. I know this body, I'll speak for
4 this body, have felt bad for the Commission during this
5 whole process because, you know, they're answering to
6 constituents, and from our perspective, we're answering
7 to people that know us, so when our names all get in the
8 paper about why did you idiots do this or that --

9 MR. AUGUST: Term of endearment.

10 MR. SAROS: -- it's nice to have an answer,
11 but it's even harder if you're an elected official and
12 you're answering to your constituents. So I think that
13 what's going on now is moved in a very positive
14 direction from a standpoint that there's involvement
15 from the Administration, the Commission, and this body.
16 But if it's explained -- when I've been asked a number
17 of times why would you put this there, and one of the
18 things saying, well, you know, there's huge
19 transportation cost of prisoners, think about it, you've
20 got a guy that's convicted for murder, and he's getting
21 transported to jail, and somehow some way he gets -- I
22 mean explained simply as this, gets ahold of his buddies
23 and says, hey, blow the truck up on the way there
24 because I don't care if I die if I've got a chance to
25 escape, because I'm going away for the rest of my life,

1 anyway. So in order to transport a prisoner, it is
2 very, very expensive, how you have to guard that
3 prisoner, how many guards have to be there, do you have
4 to have a trailer vehicle, do you have to have someone
5 in front of it. But if we can have a walkway that goes
6 underneath the tunnel, and every time whoever you're
7 explaining that says, oh, wow, I didn't know that, that
8 really makes sense. They don't know that the Court
9 basically has to be next to the jail. I mean there's so
10 much that didn't go out to the general public as to why
11 would you build a jail in the middle of downtown? They
12 don't even know that there's already two jails,
13 Division 1 and Division 2, on Clinton Street. I mean
14 that's general public information that needs to get out
15 there, and I mean that's an administrative obligation to
16 make sure that from a PR standpoint it does. But when
17 people start hearing those kinds of things, they start
18 thinking this makes more sense. And I think it's
19 important that the general public at least feels that
20 this makes more sense than what they might think instead
21 of an overall opinion that you guys are building a jail
22 in the middle of downtown, how can you do that with
23 downtown flourishing like it is. We can put our head in
24 the sand and say that that doesn't exist, but I will
25 tell you what, that exists big time out there as far as

1 the general opinion.

2 So the more good reasons you can give for
3 continuing that jail there is important, which brings me
4 to a question about -- and I only read this in the
5 newspaper so -- that Judge Kaufman last week was
6 interviewed, I think came before your body, Mr.
7 Chairman, saying that of a jail or a court consolidation
8 in the next 10 years hopefully out at the State building
9 and that there might not be -- it could have been
10 printed wrong, I could have read it wrong -- but that
11 there might not be a use for the Frank Murphy Hall of
12 Justice at that point.

13 MR. WORONCHAK: Through the Chair, I think he
14 was talking about divisions other than criminal which
15 would remain at Frank Murphy.

16 MR. SAROS: Other than criminal, okay, so
17 thank you, that was a question to me, because we've made
18 such a big deal about this jail has to be, you know,
19 attached in some way to a court. One of the reasons why
20 I think the Mound project was thrown out was you'd have
21 to build a court, so, okay, that answers it. The Court
22 wasn't going to exist, then.

23 So on the \$800,000 question, just to put that
24 to bed, you don't think that there's any chance of
25 getting AECOM to say, okay, if it's on the, you know,

1 60th day that we terminate.

2 MR. AUGUST: Oh, no, we're going to listen to
3 you, sir. We work for you guys, so we're going to go
4 back and address those issues. That's part of this
5 process. You're asked to approve this agreement, you're
6 giving us your input. We work for you, and Zenna and I
7 will look at that and --

8 CHAIRPERSON DeHART: I'm going to interject
9 for a second. Is that going to have any impact on what
10 the Commission did this morning?

11 MR. AUGUST: No, because this is what you're
12 going to be asked to approve at the very end of February
13 or the beginning of March.

14 MR. SAROS: On one of the paragraphs it talks
15 about that if the County terminates a project within 1
16 to 45 days, there's an \$800,000 fee. If it's from 46 to
17 90 days, there's an additional \$800,000 fee. So my
18 point was if it's on the 46th day, you're going to pay
19 another 800,000 as opposed to prorating it based on the
20 amount of days, and that goes on for two more 800,000 --
21 just so you're up to speed.

22 MR. VASLO: It's quite a caveat not to --

23 MR. SAROS: Yeah, although control would be
24 with us, I can totally agree with what you're saying,
25 but I mean my point about the past Administration coming

1 and basically saying we're done, just happened we're
2 done so --

3 MR. AUGUST: We're listening to you, we've got
4 it on our list.

5 MR. SAROS: This is, I guess, more personal,
6 and when I say personal, for this body, but actually
7 it's only been Eileen and I who have been part of this
8 body since the beginning, and fortunately Fred and Frank
9 came in replacing two board members that had to step
10 down early enough on so that they totally feel they have
11 a really good handle on things, but, nonetheless,
12 weren't there right at the beginning, and now Sam, love
13 to have him, obviously going to add a lot to this Board
14 but is just going to now try catch up so -- but some of
15 the parts that we're asked to sign here, it just, like I
16 said, it kind of like bothers me personally. Like it
17 talks about the estimated GMP. Now, nobody else was in
18 this room other than Eileen and I, so I don't blame
19 anybody for it, but that was not an estimated GMP of
20 \$220 million.

21 CHAIRPERSON DeHART: Drop dead.

22 MR. SAROS: That was \$220 million, and we
23 discussed that, in fact, to the point where in that
24 \$220 million it said that if it came in under budget,
25 that Walbridge was to receive X amount of percentage of

1 savings, AECOM was to receive X amount of money in
2 savings, and at that time Parlovecchio Construction, our
3 owner's rep, was to receive X amount of dollars in
4 savings.

5 CHAIRPERSON DeHART: Which was later
6 rescinded.

7 MR. SAROS: It was rescinded that day, because
8 even though the Commission had actually passed it but --
9 earlier that day or the day before, but it was, again,
10 it was just something, I mean it could be over -- it's
11 not going to be overseen, quite frankly, by me, we would
12 have passed it, too, the only reason we didn't pass it
13 is because it's what I do, so I had a little bit of an
14 advantage in it, but I said, you know, you give your
15 construction manager -- you give them that, if they
16 bring a project for 220 million, if they bring it in for
17 200 million, there's a \$20 million savings to us, you're
18 happy to give them 12 percent, 15 percent, but you don't
19 give your owner's rep a piece of that, and you don't
20 give your engineering firm a piece of that, because then
21 there is a motivation for them to keep the costs down in
22 maybe a manner that you don't want it kept down. And
23 the example I give is you got 700,000 square feet of
24 flooring that's going in there for carpeting. You can
25 put in \$100 a yard carpeting or you can put in \$10 a

1 yard carpeting, and if the original cost is -- calls for
2 \$100 a yard carpeting, it's going to last for a long
3 time, but the owner's rep and AECOM/Ghafari were going
4 to share in any savings, that they might put in \$10
5 carpeting; more realistic is they might put in a 2 x 4
6 when you should be putting in a 2 x 6. It goes
7 throughout the whole plan.

8 So we that day, when we were asked to vote for
9 it, said we will vote for -- we will approve it. There
10 were a few things we wanted out of the contract. That
11 was one of them we wanted out, and we were assured by
12 counsel at that point, neither of you folks, I want to
13 add for the record, that that would be done, and it was
14 done, okay, but had it not been brought up, it wouldn't
15 have been done, and it would have been wrong, and it
16 would have been motivation for a -- a possible
17 motivation, I'm not accusing that anyone would do that,
18 but it was there to be done.

19 Here, in this wording it says that when we,
20 the Building Authority, received word that the initial
21 GMP of 220 million was -- when the final GMP, I'm
22 paraphrasing, was given to us and we found out that it
23 was more money, that we stopped the project. And in
24 truth, that's just not true, I mean, and so now we're
25 being asked to sign something that says that is true,

1 and I've got a problem with that. We were as surprised,
2 and, quite frankly, I read it in the newspaper that
3 morning and I think the rest of us did.

4 MR. VASLO: And I remember the e-mails that
5 went before us that told the past Administration do not
6 do this until the Board has the opportunity to meet, and
7 they ignored that.

8 MR. AUGUST: Okay.

9 MR. VASLO: We never voted on it.

10 MR. SAROS: So, again, previous
11 Administration, and I know it's old news; however, I can
12 see why the Commission wants to be involved in this
13 process, and we welcome you guys with open arms, because
14 in the front page of the newspaper it's not a lot of fun
15 when you're being appointed to a position, non-paid to
16 add your expertise, and then to see who was minding the
17 store? Who was monitoring this process? And if you
18 don't know a lot about it, well, you've got a Building
19 Authority, so who's monitoring the process, which it was
20 the County Administration that does everything, I mean
21 that vetted all of the people that were hired in this,
22 and then that goes before the Commission for approval.
23 But, quite honestly, and I'm sorry for this, but I'm not
24 doing this again. I'm not putting this Board in
25 jeopardy again of getting blamed in some regard. The

1 part I like best is that every word that we say is taken
2 down, because when the problem hit, hey, FOIA the
3 records, because as Eileen said many, many times going
4 in, we asked for an owner's rep till we were blue in the
5 face, and what they came up with was, oh, we're doing
6 this by committee. They had eight or nine people on a
7 committee, County representatives, and of all those
8 people in the room sitting around the committee at the
9 table, there was one person, Paula Anderson, who knew
10 about construction. Everybody else probably had some
11 little, you know, some pluses, I'm not saying that they
12 were not competent people, but they were not competent
13 to be an owner's rep by committee. And that went on for
14 months and months, and it was part of the reason, you
15 know, that we ended up with the problems we had.

16 So we're told that the project should stop not
17 because it was over the guaranteed maximum price, which
18 a GMP, to me, means exactly that. If it's 220 million
19 and you're the construction manager, you bond for that,
20 and if you don't bring it in at 220 million, you eat it.

21 Now, I understand it got a lot more
22 complicated than that when you folks had to unravel
23 this, and you've done great work on it, I want to put
24 that on the record. However, it was presented to us
25 verbally in a fashion that it's 220 million. You're

1 going to sell 300 million worth of bonds. The other 80
2 million is going to be for your soft costs, your
3 furnishings, your architect work, right down to the
4 landscaping. They had people that were hired to make
5 sure that minorities got their, you know, fair share, I
6 mean --

7 CHAIRPERSON DeHART: Michigan companies.

8 MR. SAROS: Yeah, I mean over and over again,
9 but 220 million was the number that we thought we were
10 dealing with. So in this document that we're being
11 asked to sign there's a number of spots where it refers
12 to the Wayne County -- and I'm not going to bore you
13 with this, but I've got eight pages of yellow markings
14 here -- where it says the Wayne County Building
15 Authority, this was a deal between the Wayne County
16 Building Authority and AECOM/Ghafari and Walbridge
17 Aldringer. And I understand the semantics, but in
18 truth, all this body really did was it was used to sell
19 the bonds for this project. I asked the question on the
20 record why doesn't the County just do this themselves?
21 And there was a reason given at the time, and I'm
22 talking about in 2010, that, no, this is the right way
23 to do it. We monitored it one day a month, one day a
24 month in this room Parlovecchio and AECOM came in,
25 rarely Walbridge, and gave us an update on the project,

1 and it was always good, it was good, I don't even have a
2 criticism of it. There were always two questions asked.
3 Are we on budget and are we on time? And every time it
4 was yes and yes. And then all of a sudden we're not.
5 Now, I know this is all redundant, and I don't want to
6 go there. However, okay, what isn't redundant is now a
7 document that I like -- there's some verbiage in here,
8 I'm paraphrasing now, that says that the County and the
9 Building Authority, Wayne County Building Authority are
10 be considered as one, and I think that we all are -- and
11 I'd like that -- I'd like it to be -- to make sure that
12 it's clear in this document, can't go back, but in this
13 document, once again, you're going to be choosing
14 construction people, you're negotiating with AECOM. We
15 couldn't -- we can't really ask to be involved in those
16 negotiations because, quite frankly, I can't afford it.
17 If I were going to be involved in something like that,
18 it's going to cost you a lot of money as well as anyone
19 else in this room. When you're donating your time, you
20 can't do more than what we already do. But my point is
21 that if you're choosing, whether it be the past
22 Administration or this Administration, if you're
23 choosing the parties after vetting and going through all
24 this, and then coming to us and saying we started with
25 six contractors, we're down to three, we vetted those

1 three, here's the one we're recommending, because that
2 is exactly the process that we've gotten, here's the one
3 we're recommending, here are the reasons why, for us to
4 say, no, we don't agree with you is like beyond
5 ridiculous. How could we say, no, we don't agree with
6 you? We weren't involved. We didn't ask any questions
7 at that point. We didn't go through all of the huge due
8 diligence that has to be gone through by you folks and
9 the people that are chosen by the County to do that. I,
10 quite honestly, I wish you were here, because I don't
11 like to talk behind -- say anything -- but I'm saying on
12 public record, I vehemently disagree with a lot of the
13 advice that Bob Newton gave us during this period. I
14 like Bob Newton very, very much, and I think he's a very
15 valuable asset in going forward, but he was replaced as
16 our owner's rep because the old Administration didn't
17 want to call it an owner's rep, they wanted to put out
18 an RFP or an RFQ for a -- they called it something else,
19 and I really think it just had to do with the legality
20 of the Parlovecchio situation as the truth of the
21 matter, and I don't mind saying the truth on the record.

22 So we hired Bob Newton. I asked Bob if we
23 could redesign this project. The answer was no, in this
24 body. I asked Bob if we could -- I thought the tunnel
25 was very, very important. The answer is no. Could we

1 save the jail cells? The answer was no. And I thank
2 you earlier, Eileen, for the compliment, but I said you
3 can't just crush brand-new cells, I mean. So after a
4 number of studies, it was, okay, let's keep them. Well,
5 it turns out that it's going to work out hopefully to
6 our benefit. My point is I didn't know it would ever
7 turn out to our benefit, nor did this whole body, but we
8 weren't sure, and now it appears as though we were
9 right.

10 But there were a number of things that came up
11 during that period of time that I think as owner's rep,
12 to me, an owner's rep jumps all over the hole. They
13 have to be there on site daily. If any of us were
14 building a house and we had to be in Europe while that
15 house was getting constructed and we hired our own
16 owner's rep, we wouldn't be expecting him to sit in an
17 office while they're building, because, again, too many
18 things can happen as far as what goes -- the materials
19 that go into use.

20 So in this document I'd like to see something
21 that really includes the Wayne County Building
22 Authority, the Commission, and the Administration, the
23 County as a whole, that this is, to me, it's the County
24 as a whole 's project. We share, we share all of the
25 same people, we're sharing the same legal counsel, we

1 share the same CFO, CEOs, I understand that. Yet when
2 something goes wrong, and I'm sorry, but I know everyone
3 on this Board feels this way, when something goes wrong,
4 as it did last time, all of a sudden the finger is
5 pointed at us, why didn't you monitor this project
6 better, and there was nothing humanly possible more than
7 what this body could do so --

8 MS. ELHASAN: Jim, can I just interject a
9 little bit. Forgive me. First of all, I have to leave
10 at 2:30, I think I mentioned it last time, I have to be
11 in Taylor at 3:00. And I think what you just talked
12 about is a very significant and important issue, and one
13 that I think is addressed fairly adequately in our
14 discussions related to the contract of lease. I don't
15 think the duties, responsibilities, roles, and the
16 collaboration and cooperation between the Administration
17 and the Building Authority and the Commission should be
18 dictated in an agreement between us and AECOM and
19 Ghafari. I don't think that's the appropriate place for
20 it. That's certainly not the tone that they want to see
21 in that agreement, because it wouldn't be binding on the
22 Commission and the Building Authority because the
23 arrangement and responsibilities are as it relates to
24 the contracts and the cost estimates and the design.
25 The contract of lease, I think, is what lays out the

1 duties, responsibilities, and functions of the three
2 that are going to be overseeing the project, and that I
3 think is more dictating as to specifically the concerns
4 that you have. I'd like to, if we're able to, I
5 certainly don't want to stop you from asking questions,
6 you have every right to do that, that is your
7 responsibility, but I think the contract of lease could
8 address a lot of your concerns, and I have just limited
9 time to discuss it.

10 MR. SAROS: And I appreciate that, and you did
11 state that. I don't have limited time. And my issue on
12 this is that I agree with you on the contract of lease,
13 it's going to make us all what we're trying to
14 accomplish. What happens -- I'm talking about
15 perception, and so if we're signing our name to
16 something that says this deal that we created is between
17 AECOM/Ghafari and the Wayne County Building Authority, I
18 think that that -- I'm not comfortable with that. We
19 didn't -- it says in here do we talk to our -- there's
20 three or four cover your butt paragraphs in here that
21 says make sure every party that's signing this agreement
22 is comfortable with it and has checked with all their
23 appropriate legal counsel, et cetera, and, again, I'm
24 paraphrasing. Well, that would be true if it were for,
25 you know, the County, the Commission, and us. But we're

1 signing it as though we've been sitting in
2 round-the-clock meetings with our counsel saying that
3 this is the right thing to do. There's other comments
4 that say that this is the best thing, that this
5 agreement -- that the CEO is suggesting that this is the
6 best agreement to protect the County and the Building
7 Authority. But how is it protecting us? I mean it
8 protects the County, doesn't it?

9 MS. ELHASAN: Well, the County is a party to
10 this contract, and by virtue of the County being a party
11 to the contract, that's why it's going to the governing
12 body of the County for approval and certainly this body
13 for approval. You do understand that the Building
14 Authority was created for the sole purpose of, you know,
15 obviously the issuance of the bonds but to oversee this
16 project as well.

17 MR. SAROS: No, that's wrong. We were -- I've
18 been on the Building Authority since 2003. I mean this
19 wasn't created for this project. The Building Authority
20 has been here -- this is a project that was brought to
21 the Building Authority.

22 MS. ELHASAN: That's my point.

23 CHAIRPERSON DeHART: I think we can fix this
24 if on the signatory page we have the Chairman of the
25 Commission sign and a representative from the

1 Administration sign, also.

2 MR. SAROS: Look, I'm sorry, and I'm not
3 trying to be difficult with this, it's just when you've
4 been through what we have been through, and I think one
5 of the reasons why the Commission wants to be so
6 involved, what they have been through, you're a little
7 sensitive to this stuff, and what I'm saying here is
8 like this statement about -- I'm trying to respect your
9 time -- but the statement about this is going to be
10 beneficial to the Building Authority and the County,
11 it's not talking about the County Administration, it's
12 talking about the County as a whole.

13 MR. AUGUST: What are you referring to?

14 MR. SAROS: Sorry.

15 CHAIRPERSON DeHART: I know on Page 11 --

16 MR. SAROS: Okay, here it is, yeah. Wayne
17 County Building Authority Resolution, whereas the County
18 Corporation Counsel recommends that the Authority
19 approve the interim agreement because it is in the best
20 interests of the Authority and the Charter County of
21 Wayne. It says that a few times. How is it in the best
22 interests of the Authority? Isn't it just in the best
23 interests of the Charter County of Wayne? I mean --

24 MS. ELHASAN: No, it cannot just be the
25 Charter County of Wayne, because the bonds are in the

1 name of the Authority, and to protect the bonds, it is
2 in the best interests of the Authority to protect the
3 bonds that are -- I mean --

4 MR. SAROS: But isn't it also in the interests
5 of the County Administration?

6 MS. ELHASAN: It's the County. There is no
7 separation. You don't look at -- it's not in the best
8 interests of the Legislative body and the Executive
9 body, it's in the best interests of the County as a
10 whole.

11 MR. SAROS: Right. So why are we
12 specifically --

13 MS. ELHASAN: Because the bonds are in the
14 Building Authority's name.

15 MR. SAROS: So is it in the best interests of
16 the Wayne County Commission?

17 MS. ELHASAN: The Commission is part of the
18 County.

19 MR. SAROS: And it's the -- okay. Then I'm
20 reading into it. I just didn't think that we should be
21 singled out as it's in our best interest as well.

22 MS. ELHASAN: No, I hope you don't feel
23 singled out. I think it's a joint effort between the
24 Building Authority and the County, the County being part
25 of the Administration and the Commission.

1 MR. AUGUST: But it's your resolution.

2 MR. SAROS: Yeah, and I understand that, you
3 know, every document that ever came before this body was
4 FOIA'd by the press, and if it's you guys and other
5 attorneys that are looking at all of this, it's one
6 thing. If it's some idiot reporter that's looking at
7 the same kind of thing, and what we got was exactly what
8 we got. Why did this body that's supposed to be
9 monitoring this event -- who was on it? What were they
10 doing? How many times were you there? Why did they
11 cancel all these meetings?

12 Guess what, we didn't cancel one meeting, you
13 know, but you have to answer those questions.

14 MS. ELHASAN: I appreciate your frustration,
15 believe me, I do. I'm not taking any of that away from
16 you, and you have every right to say what you're saying
17 because you've lived through it, but I hope that we've
18 given you enough to believe that -- or to give you
19 enough assurance that we're trying our very best to do
20 this right this time around.

21 MR. SAROS: Yes.

22 MS. ELHASAN: Looking at what you've said,
23 considering the issues that have been brought up before,
24 considering past practices and how they haven't worked,
25 looking at making sure that we have an owner's rep,

1 because that is important, that's a very, very valid
2 concern and a very valid point, but we've taken all of
3 the historical perspective, if you will, and utilized it
4 to come up with an agreement that meets or at least
5 addresses some of the prior concerns. I hope we've done
6 our job in doing that. Certainly if we haven't, the
7 expectation is that you'll let us know.

8 MR. SAROS: First of all, it appears
9 absolutely as though you have done your job, but I will
10 tell you on a \$300 million project, there are going to
11 be mistakes made. You can write that down. There are
12 going to be controversial issues that come up in the
13 course of this project with everybody using best
14 practices. This project is going to be under a
15 microscope because there is a huge, huge element out
16 there that does not think that this jail should be built
17 on that spot, and there's another huge element that's
18 going to complain about the fact that we are using the
19 same people that we were suing that fell down on the
20 job, so there's going to be a microscope on this. And
21 all I'm saying is for us sitting around this table right
22 now, I'd like to see us be protected and not that you
23 would not -- or intentionally, you know, not protect us,
24 but that there are just some things in here like the GMP
25 and all that, I don't know why we had to say that when

1 we stopped the project when it came back to us that the
2 final GMP was not the 220 million, that was just not the
3 case so --

4 CHAIRPERSON DeHART: That being said --

5 MR. HOFFMAN: Madam Chair, we have apparently
6 another month to have our attorneys make the fixes that
7 we suggested and talked about and perhaps massage them
8 in appropriate terms, and with that as a precursor, I'd
9 like to move that we approve the first amendment to the
10 agreement and then proceed according to the
11 recommendation.

12 CHAIRPERSON DeHART: Somebody can call the
13 question --

14 MR. HOFFMAN: I'll call the question.

15 MS. ELHASAN: As amended, right?

16 MR. HOFFMAN: As amended.

17 MS. ELHASAN: For March 3rd.

18 MR. SAROS: Exactly as it appears before us
19 now?

20 MR. AUGUST: No, as amended with the date
21 where everywhere it says February 29th, it's going to be
22 March 3rd.

23 MS. ELHASAN: Based on the Commission's full
24 board meeting.

25 MR. SAROS: Are we only voting on that

1 extension?

2 MR. AUGUST: You're voting on only the first
3 amendment to the interim agreement. So the issues that
4 you're raising, Mr. Saros, with the whereas clauses of
5 the settlement agreement and the payment schedule and
6 stuff, that's going to be ripe for our next meeting by
7 the March 3rd deadline. You are not voting --

8 CHAIRPERSON DeHART: And I just gave you a lot
9 of latitude. Once the question is called, debate has to
10 end. So the question has been called on the motion.
11 All those in favor of the motion?

12 MR. VASLO: Aye.

13 MR. HOFFMAN: Aye.

14 CHAIRPERSON DeHART: Aye.

15 All those opposed?

16 (No response.)

17 CHAIRPERSON DeHART: Motion passes.

18 Now, Jim, do you want a roll call vote on that
19 or do you --

20 MR. SAROS: Is the language -- can I ask a
21 question or not?

22 CHAIRPERSON DeHART: The motion has already
23 passed. You're more than welcome to ask a question
24 after the fact.

25 MR. SAROS: Is the language, the verbiage --

1 I'm all for the March 3rd extension. In fact, I was
2 expecting it, quite frankly, asked you that last time
3 and you said no, but I knew you knew that it's probably
4 going to be a little longer, but I'm all for that, I
5 think it's reasonable and -- some of the things we've
6 talked about as far as language, are we voting on that?

7 MS. ELHASAN: A lot of what you've talked
8 about, and correct me if I'm wrong, is the Exhibit 1 to
9 the interim agreement, correct?

10 CHAIRPERSON DeHART: Which can be changed.

11 MS. ELHASAN: Is that --

12 MR. SAROS: A lot of it is, but a lot of -- I
13 just think there's some statements in the body that are
14 not accurate.

15 MR. HOFFMAN: Have you submitted your notes to
16 Zenna?

17 MR. SAROS: No.

18 MS. ELHASAN: I just want to make sure,
19 because your question deals -- I mean it goes to a
20 number of issues. I just want to make sure if you're
21 asking your question as it relates to the final
22 settlement agreement, which we still have time to
23 negotiate, or does it relate to the extension that is
24 before you today that was just moved?

25 MR. SAROS: Well, like I said, if I'm out of

1 order, please correct me, during this process prior to
2 this Administration, I know at least Eileen and I were
3 given pieces of paper like that and said did you sign
4 this? And there's our signature on the bottom, and, you
5 know, and it was something that, actually, quite
6 honestly, previous counsel had said --

7 CHAIRPERSON DeHART: It's okay to sign.

8 MR. SAROS: -- it's okay to sign, sign right
9 here -- and it looked -- I mean it was before any
10 problem, so you're not paying that much attention, to be
11 quite frank, and now we're paying attention. And so I
12 guess I would just, like I'll just say with the GMP, to
13 me, that's -- that is not what happened before this
14 body, so I know it's a picky thing, but I'm saying can
15 something like that be changed?

16 MS. ELHASAN: If your concern is the recitals,
17 which I gather that's really your primary concern, we
18 can certainly look at that in a settlement agreement and
19 make sure that that is in line with how you'd like to
20 see it. Those portions, I think, it's not a silly issue
21 or a silly question to ask, but those things can be
22 changed, and I don't think that's going to be an issue
23 for --

24 CHAIRPERSON DeHART: And if I can recommend
25 something, Jim, if you could pass your notes on to Zenna

1 so she can look at all of your concerns and incorporate
2 them into --

3 MR. SAROS: I will. I just want to make it
4 clear I'm all for what you folks have done, I think
5 you've done great work on this, and I like the
6 Commission involvement with the Administration and with
7 us, I think that's the absolute proper way to go
8 forward. I'm all for the extension that you're
9 requesting; that's normal and reasonable. I just don't
10 like some of the language of things that have already
11 happened in the past.

12 MR. AUGUST: Well, please, after this meeting,
13 sooner rather than later, get that conveyed to Zenna and
14 I, because now is the time to address that.

15 MR. SAROS: And I'll copy my fellow Board
16 Members.

17 CHAIRPERSON DeHART: Okay. Having that been
18 done, the next one is Informational Items. Discussion
19 of Contract of Lease. I think we've discussed it. Is
20 there anything else you wanted to add on it or --
21 Felicia?

22 MS. JOHNSON: If I may, through the Chair to
23 this Honorable body, I did get an opportunity -- Zenna
24 came by with a draft of this proposed amendments this
25 morning, and I had a brief opportunity to review it

1 before this meeting. I believe that those amendments as
2 presented are consistent with some of the requests that
3 we discussed at the last meeting that the Commission is
4 seeking. I do have some questions with regard to
5 potentially some suggestions, though I don't think
6 they'll be -- significantly deviate from what's been
7 presented, but I think most of the concern, I mean
8 clarifications needed is with regard to process, which
9 really isn't set forth in the agreement. While we can
10 talk about certain items coming to the Commission for
11 approval and the roles of the various bodies, we haven't
12 really discussed process, process meaning, okay, we're
13 going to agree on an owner's rep, both bodies will
14 approve that owner's rep, but what is the process for
15 that owner's rep as far as how he will proceed and what
16 the communications will be. Is it just as in the past
17 petition did those communications primarily flow from
18 the Administration? What level of communication would
19 we have with this body? What level of communication
20 with the Commission? Who's going to ultimately direct
21 those communications? With regards to processing
22 between a staff that works for this body, what type of
23 authority will be delegated to that staff? I just think
24 that there are questions that need to be addressed
25 before we can finalize the amendments that haven't been

1 discussed and aren't clear at the moment, have questions
2 regarding change orders and the process for that, and
3 certain approvals, just so that the Commission is very
4 clear on what will come to it and what will come to you
5 and the level of involvement you'll have, and if you're
6 not having involvement, then we need to determine
7 whether we need to have that level of involvement or if
8 we're all going to agree that some things are -- before
9 the Administration, so we just need to have those type
10 of discussions, which we have not had.

11 CHAIRPERSON DeHART: Okay.

12 MS. ELHASAN: And I just want to mention that
13 I did share with Felicia our markup of the contract of
14 lease. It has not yet been shared with this body
15 because I don't want to belabor it too early in the
16 point, have you reviewing multiple versions of a
17 document that is being discussed and hopefully
18 negotiated in good faith between us and the Commission,
19 but I think when we reach that level or that point,
20 you're going to have to have an opportunity to obviously
21 review it certainly in advance of any approval or
22 authorization that's going to be requested by this body.

23 As it relates to process, procedures, and
24 policies, I think it's very important to note that you
25 cannot possibly contemplate every single process that's

1 going to happen or occur during the phase of
2 construction. And so to that end, just by way of the
3 example that's been presented by Felicia, if it's
4 dictating how a project manager, owner's rep handles
5 their duties and responsibilities, I think the scope of
6 that engagement could be included in their contract
7 which dictates who they report to, how it's reported,
8 who that person is shared with, and that contract can't
9 be approved without the Commission's approval. So I
10 think a lot of those details, and certainly things that
11 we can discuss and talk about how we want to handle them
12 in the future, but I think a lot of that is going to be,
13 you know, it's going to be dictated based on a
14 case-by-case basis and whatever that scenario is. I
15 don't think you can use a blanket approach to say this
16 is how we're going -- and I don't think that's the
17 expectation --

18 MS. JOHNSON: And I'm not suggesting -- I want
19 to make sure before we have approve any agreements that
20 we agree at least, okay, that will be in this contract,
21 and I think we need to have those --

22 MS. ELHASAN: Absolutely, and I'm not against
23 that. I just want to make sure that we're not trying to
24 overly belabor this in advance of February 29th. I
25 don't know how much we can -- we can discuss everything.

1 I don't know if in writing every single minute detail of
2 how the process is going to be handled can be done prior
3 to when we execute a settlement agreement with AECOM and
4 Ghafari.

5 CHAIRPERSON DeHART: Do you think there'd be a
6 working document by February 17th when our next meeting
7 is?

8 MS. ELHASAN: There has to be, yeah, there has
9 to be. I think for the most part and -- you know, I
10 think for the most part, a lot of your concerns are
11 addressed in what I've shared with Felicia this morning.
12 I don't want to be premature on my statement and sort of
13 patting myself on the back, but I think a lot of what
14 she asked for has been incorporated and certainly will
15 at least meet the objective that you've been trying to
16 get to to have the Commission more involved, to have
17 additional oversight, and it has a lot of -- you know,
18 everybody working together, and so there's multiple
19 checks and balances, which I think is a positive for
20 everybody involved.

21 So process and procedure we can certainly talk
22 about and see how best to handle that, but I'm not
23 against it because both my client -- well, all of my
24 clients want the same thing, so there's not a dispute
25 that we want to make sure that everybody is engaged to

1 the extent that is necessary, and I think it is, in
2 fact, necessary so --

3 CHAIRPERSON DeHART: Anything else to add on
4 that item?

5 MS. DASKAS: I'd just like to add one thing
6 through the Chair is, you know, when you talk about
7 processes and policies and all of that, we have to
8 define who the players and know what the project is in
9 order to develop the processes that we want -- as we did
10 with the close-out costs, developed a policy, and it was
11 approved by this body of how the approval process would
12 be, and it was spelled out specifically, you know, it
13 went through this hand and this hand, and Pierce Monroe
14 had their take, and how we handled that close-out, and
15 how we transmitted it to you for approval, and this body
16 approved it, and that's what we've followed. So once we
17 can identify what we're doing, then we can develop
18 processes and --

19 MS. JOHNSON: Understand, I'm not seeking very
20 detailed processes, because you don't know in the --

21 MS. DASKAS: Exactly.

22 MS. JOHNSON: So that's not what I'm
23 suggesting. I'm suggesting that we understand when we
24 say County, we understand what the Administration's role
25 will be, what the Commission's role will be, what this

1 body's role will be, and what those communications
2 between those entities and owner's rep will be. So I'm
3 suggesting on a more global level to make sure that we
4 just understand if this body is going to delegate some
5 authority to some staff member which will ultimately --
6 the Administration -- to approve certain contracts, we
7 want to know that, because in that case maybe the
8 Commission then says, well, maybe we -- certain other
9 items that we haven't talked about to have another
10 oversight, and, you know, so we can all just make sure
11 that someone has ultimately oversight and is looking at
12 these items and it's just not -- no offense -- the
13 Administration coming to everyone at the last minute,
14 and no one really understands, and we have to rely on
15 those people, we're seeking for a little bit more this
16 time around, but I don't know exactly what that -- and I
17 can ask for -- and the Commission to know exactly what
18 will this body do again with regard to the
19 Administration staffing and what will we do, and I just
20 need to have that type of general understanding --

21 CHAIRPERSON DeHART: And as evidenced by many
22 of Mr. Saros' comments, that's exactly what we want,
23 too.

24 Anything else?

25 MR. WORONCHAK: I think the public will

1 embrace that as well as increased and a new method of
2 oversight to prevent the same problems from occurring
3 that happened before. I really appreciate this Board's
4 willingness to amend the contract of lease since it is
5 basically -- it's not a new project, but it's kind of a
6 new project, so it's entirely appropriate, I think, and
7 I'm really gratified, it sounds like we're ready to tee
8 it up for your next meeting. I appreciate that.

9 CHAIRPERSON DeHART: Very good.

10 MS. GRANDISON: I just want to ask, just for
11 the record, Mr. Saros, did you agree to the 30-day
12 extension?

13 MR. SAROS: You were the only one that didn't
14 see me vote.

15 I was going to abstain, but after the answers
16 I got, I will vote to approve as well, so I'll say yes.

17 CHAIRPERSON DeHART: Anything else?

18 (No response.)

19 CHAIRPERSON DeHART: Hearing nothing, Public
20 Comment?

21 (No response.)

22 CHAIRPERSON DeHART: Hearing nothing, is there
23 a motion in order to adjourn?

24 MR. VASLO: Move.

25 MR. HOFFMAN: Support.

1 CHAIRPERSON DeHART: All those in favor?
2 (In unison): Aye.
3 CHAIRPERSON DeHART: Motion carries.
4 (The meeting was concluded at 2:34 p.m.)
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CERTIFICATE OF NOTARY

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

I, Laurel A. Frogner, Certified Shorthand Reporter,
a Notary Public in and for the above county and state,
do hereby certify that the above meeting was taken
before me at the time and place hereinbefore set forth;
that the foregoing was duly recorded by me
stenographically and reduced to computer transcription;
that this is a true, full and correct transcript of my
stenographic notes so taken; and that I am not related
to, nor of counsel to either party nor interested in the
event of this cause.

Laurel Frogner



Laurel A. Frogner, CSR-2495, RMR, CRR
Notary Public,
Oakland County, Michigan
My Commission expires: 4-22-2022

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