

From: Cheryl Kregel [<mailto:cheryl@westongov.com>]
Sent: Wednesday, March 18, 2015 8:10 AM
To: Bill Lambert; Marty Ertman; Randy Rossman; Tony Barton; Tracy Hunt
Cc: William Curley
Subject: FW: Fwd: FW: RE: Comments on Martin/Martin Report

From Ray for your review

Cheryl Kregel
Weston County Clerk
cheryl@westongov.com
1 West Main
Newcastle, WY 82701
(307)746-2684
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From: Ray Hunkins [<mailto:ray@hunkinsnewtonlaw.com>]
Sent: Tuesday, March 17, 2015 8:53 PM
To: Cheryl Kregel
Cc: William Curley
Subject: Fwd: Fwd: FW: RE: Comments on Martin/Martin Report

Cheryl,

For the information of the County Commissioners, please see the email to Counsel and the comments of Scott Riley.

Ray

----- Forwarded Message -----

Subject:Fwd: FW: RE: Comments on Martin/Martin Report
Date:Tue, 17 Mar 2015 20:49:46 -0600
From:Ray Hunkins <ray@hunkinsnewtonlaw.com>
To:Scott McGath <sam@omhlaw.com>, Dan Murphy <dmurphy@murphydecker.com>
CC:Scott Riley <sriley@wje.com>, Kim Basham <kbasham@KBEngLLC.com>, Jerry Hunt <jerry@westonengineering.com>

Gentlemen:

Please see below, items #1 and 2a to the comments of Mr. Lund for the further response of Scott Riley of WJE. This is forwarded in the furtherance of the County's effort, through their consultants and the Project Architect, to be of assistance to the Contractor, its insurer and the insurer of Dan Hart Patrol, in the remediation plan under discussion.

Thanks.

Ray Hunkins

----- Forwarded Message -----

Subject:FW: RE: Comments on Martin/Martin Report

Date:Tue, 17 Mar 2015 22:34:19 +0000

From:Riley, Scott <sriley@wje.com>

To:Ray Hunkins <ray@hunkinsnewtonlaw.com>

From: Ray Hunkins [<mailto:ray@hunkinsnewtonlaw.com>]

Sent: Thursday, March 12, 2015 8:35 PM

To: Cheryl Kregel; William Curley; Jerry Hunt; Riley, Scott; Kim Basham

Subject: Fwd: RE: Comments on Martin/Martin Report

All,

For your information please see below the preliminary response of Martin/Martin. I would appreciate the thoughts of Scott and Kim regarding those points that are not conceded. No doubt part of the issue is the ongoing negotiation between PRC and DHP as to who is to pay for what, DHP's insurer not obligated to pay for damage that may be the responsibility of the general contractor; thus the emphasis on what is and is not the result of the failed water line connection.

Ray

----- Forwarded Message -----

Subject:RE: Comments on Martin/Martin Report

Date:Fri, 13 Mar 2015 00:11:37 +0000

From:Scott McGath <sam@omhlaw.com>

To:'Ray Hunkins' <ray@hunkinsnewtonlaw.com>

CC:Dan Murphy <dmurphy@murphydecker.com>, 'John S. Lund' <JLUND@martinmartin.com>

Ray,

I wanted to address the issues raised in your e-mail of 3/12/15 and the attached comments of both Scott Riley of WJE and Kim Basham of KB Engineering. I have asked John Lund of Martin/Martin to address each point. He is tied up for the next several days but will issue a letter commenting on these points; however, in a phone conversation that I had with him on 3/12/15, he relayed to me the following:

1. **Mr. Lund's comments on your e-mail:** Martin and Martin's comments on page 3 of the report that "Construction details and specifications need to be prepared for this work by WJE or another qualified architect" have to do with the detail of the connection of the walls which likely resulted from a defect in the original architectural plans or a defect in the coordination between the architectural plans and the metal building plans. He is only pointing out that a design professional needs to work out this detail, which has nothing to do with the alleged water damage. **SER Comment: Detail T3 on Sheet D3 of the B & C Steel shop drawings calls for the installation of a tape mastic and an inside closure that together establishes the weather-proofing seal at the base of exterior walls. Given that this weather-proofing seal is addressed within the shop drawings, we do not agree that a defect in the original design exists.**

2. **Mr. Lund's comments on Scott Riley's 3/11/ 15 e-mail:**

a. **Item 5 of the Martin/Martin letter:** Mr. Lund believes that the deflection in the other locations in the wall are unrelated to the water leak. **SER Comment: We would like to know which specific locations Mr. Lund disagrees with the cause of the metal siding panel deflection and if there is another source of movement that he has identified as the cause at these other locations. Also, we would note that at least one of the locations we identify in our report is immediately east of the main entrance door and almost directly above the location of the water main leak – in our opinion, this is without question a direct result of the water main leak.**

b. **Item 7 of the Martin/Martin letter:** Mr. Lund agrees with this comment, and has asked Vertex, who is providing a cost estimate, to address this with a contingency.

3. **Mr. Lund's comments on Kim Basham's 3/11/ 15 e-mail:**

a. **Para. 1:** Mr. Lund generally agrees with the comment about the penetration of the vapor barrier but notes that this vapor barrier was presumably penetrated when the initial core sampling was done. Mr. Lund states that the use of urethane grouting can be used in the filling of penetrations and should resolve this issue.

b. **Para 2:** Mr. Lund agrees that floor levelness was not specified. The levelness tolerances should be within 1 ½ inches of maximum differential from the low point to the high point in the floor, consistent with ACI standards and standard construction practice. Mr. Lund does not believe that it necessary to restore the floor to the original specified floor flatness and levelness, which was not confirmed to have been achieved in the initial as built, and which would likely represent a betterment over the original construction.

c. **Para 3:** Mr. Lund agrees that the repair contractor should be especially sensitive to matching floor finish. Keep in mind that we are talking about extremely small areas of penetration.

d. **Para 4:** Mr. Lund agrees that he made a proof- reading mistake and is aware that the slab is reinforced/jointed slab on grade.

I hope this serves to expedite the process of moving forward on the repairs, and I will get you Mr. Lund's formal response when I receive it.

Scott

Scott A. McGath, Esq.



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From: Ray Hunkins [<mailto:ray@hunkinsnewtonlaw.com>]
Sent: Thursday, March 12, 2015 11:04 AM
To: Scott McGath; Dan Murphy
Cc: Cheryl Kregel; William Curley; Jerry Hunt; Scott Riley; Kim Basham
Subject: Comments on Martin/Martin Report

Scott and Dan:

I asked both the Project Architect, Scott Riley of WJE, and the County's consulting engineer, Kim Basham, of KBE, to comment on the Martin and Martin Report dated February 12, 2015. Both individuals, Riley and Basham, have considerable experience with this project and I thought their comments offered in the spirit of cooperation, might be helpful to both Martin and Paul Reed Construction going forward. The comments are not intended as a directive nor to interfere in any way with Paul Reed's means and methods. They are simply forwarded in an effort to be helpful in the remediation effort to bring this building to final completion in accordance with the original plans and specification.

There is one misconception in the Martin and Martin Report which should be noted for the record. The last sentence on page 3 of the February 12, 2015 Report states; "Construction details and specifications need to be prepared for this work by WJE or another qualified architect." Mr. Riley has brought to my attention his understanding, which I think is our joint understanding, of the roles and responsibilities each party is undertaking as part of the remediation effort. Because the effort is to complete the pending contract, which is open, and to do so in accordance with the original plans and specifications on which the general contractor, and presumably the subcontractors, including Dan Hart Patrol, bid, it would be more appropriate for the specific repair details to originate from the construction team and their consultants. The Project Architect is available to discuss, review and comment in the normal course of the architect's contractual duties, but will not be authoring repair details/specifications. This should come from the contractor and his team. I believe this was made clear earlier and the Martin/Martin comment quoted above is probably due to a misunderstanding of the status of the contract. I did think the misunderstanding should be corrected.

Thanks and we look forward to the remediation effort getting underway in the very near future. Please let me know the status. WJE will be communicating separately with PRC.

If you have any questions, please feel free to get in touch with me.

Ray

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Raymond B. Hunkins

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