

From: Cheryl Kregel [<mailto:cheryl@westongov.com>]
Sent: Monday, March 16, 2015 3:30 PM
To: Bill Lambert; Marty Ertman; Tony Barton; Tracy Hunt; Randy Rossman
Cc: William Curley
Subject: FW: Re: Comments on Martin/Martin Report from Ray Hunkins

Fyi from Ray,

Cheryl Kregel
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From: Ray Hunkins [<mailto:ray@hunkinsnewtonlaw.com>]
Sent: Monday, March 16, 2015 2:55 PM
To: Cheryl Kregel; William Curley; Jerry Hunt
Subject: Fwd: Re: Comments on Martin/Martin Report

FYI- Ray

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

Subject: Re: Comments on Martin/Martin Report
Date: Mon, 16 Mar 2015 14:51:32 -0600
From: Ray Hunkins <ray@hunkinsnewtonlaw.com>
To: Scott McGath <sam@omhlaw.com>, Dan Murphy <dmurphy@murphydecker.com>

Scott and Dan,

As I mentioned below, the County Commissioners are meeting tomorrow and I will be attending by phone. One question which comes up at every meeting I have attended for the past several months, with increasing urgency, is when will the remediation work start. I'm sure I will be asked again and would like to give them a date. Do you have anything I can share with the County Commission tomorrow? Please get back to me before 1:00 P.M. tomorrow.

Thanks.

Ray

On 3/12/15 8:44 PM, Ray Hunkins wrote:
Scott,

Thanks. I will forward to the County's consultants and join you in hoping this exchange expedites the commencement of work. As you know, the contract for construction of the building

is still open and the close out procedures, including final inspection, are yet to occur.

I will be meeting with the County Commissioners on the 17th by conference call and would like to present them with a tentative schedule for remediation. If you and Dan can provide one, it would be appreciated.

Ray

On 3/12/15 6:11 PM, Scott McGath wrote:

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.

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.

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

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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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