

July 22, 2003

1. No claim as of 7-22-03. A letter only – no money amount in the contract, only days given. Had 21 days to file & now days have lapsed.
2. Tessiers and Langel - rebates applied for – both take 30-90 days for return – total projection is \$40,000.00
3. Intermediary between owner & contractor - arbitration would be used to resolve any issues. Moore will resolve any issues we may have if given notice.
4. If county has issues with PCS, prepare a claim to send to architect – but PCS hopes to fix any known problems (such as fire sprinkler). Architect can mediate any issues.
5. Absolutely! Ethics with state of Iowa must be met. No relationship which wasn't disclosed.
6. Remaining change orders. No deduction for landscaping. Never accepted a cost change without Board knowledge. Chief Industries deduction of \$10,000 - 12,000.
7. 4.7.3 Claims by either party must be made by 21 days after claim arises – written notice must be given.
8. May occupy portions of the building. Owner acceptance – certificate of occupancy. That's when the County signs & the warranties begin.
9. Budget – June 20th cash recap is \$5,464,330.50 (rebate not in here of \$40,000 for energy and \$20,000 for sales tax). If the board has made changes it can go over the budget - PCS says it can not go over, if contract change orders were signed by Board or Sheriff.
10. Who is responsible for extra fire sprinkler system? PCS opened bids, everyone checked bid bond attached & then it's lost. Architect, Board, Sheriff, & PCS all were there when bids were opened. Who is responsible for cost? We are not over budget even at the higher cost. What does the County feel is fair for this expense? We give a letter to PCS & ask for \$10,000 for covering this expense. G. Greene's position is that the mystery is PCS's mystery & it is all their expense.
11. Retainage – when we have the occupancy permit, then 11 months later there will be another walk through – warranties will be checked then. Then PCS's responsibility will end. 30 days after punch list – a new punch list will be made & held before payment given. \$211,801.71
12. Darin question: What happens if we have to pay retainage in 30 days, but then a claim arises after that? 9.5.1 architect may decide not to pay (nullify) the claim he has approved. 4.8.4 explains the time barred & 4.7.1 when the claim is rejected. Bar joists on N & S wall from Wiltgen construction. Article 8 is on time. Bond stays in effect for 1 year (during warranty). As long as we need PCS and architect, they will be available to us. 3.2.5 additional services – they typically do not charge for this.

Contingency fund to be held by county to pay for problems like the water hose over the fryer. Retainage will pay for ceiling tile. Contingency fund - \$30,000.00. Kitchen equipment came out of original bid.