

04/29/14

APR 4 2014 AM 10:54

April 2, 2014

Woodbury County Board of Supervisors
Attn: George Boykin, Chair
Courthouse Building
620 Douglas Street
Sioux City, IA 51101

Re: Substantial Completion
Alterations and Security Upgrades, Phase 1
Woodbury County Jail
Law Enforcement Center
Sioux City, IA.
RML Project # 1102



RML Architects L.L.C.

Robert M. Lee, NCARB
Mike Neswick
Regina Smith, NCARB

Mr. Boykin:

Enclosed are three (3) copies of the Certificate of Substantial Completion G704 for the above project. This certificate gives the Contractor and the Owner the opportunity to accept the responsibilities assigned to them in this certificate. Upon acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the work when requested by approved final pay request from the Contractor.

For more information please see AIA Document A201-2007 General Conditions of the Contract for Construction. I have attached an excerpt of this document regarding Section 12.2.2 AFTER SUBSTANTIAL COMPLETION and 12.2.5.

Before you sign, if you would like to see changes made to this certificate or to the description of responsibilities, please contact our office so that we can issue a revised copy for you.

After you sign the copies of this certificate, please forward all copies to the Contractor, Frank Audino, for his signature.

Sincerely,

Regina M. Smith, NCARB

Cc: Frank Audino Construction Inc.

Frank, please review the information in this transmittal. If you agree with the Certificate, please sign all copies, retain a copy for your records and forward the original to the Board and a copy to RML. Thank you.

922 Douglas St.
Sioux City, Iowa 51101
Ph. 712-293-0332
Fax 712-293-0335
www.rmlarchitects.com

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

AIA[®] Document G704[™] – 2000

Certificate of Substantial Completion

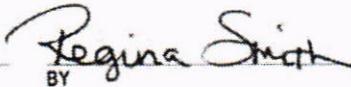
PROJECT: <i>(Name and address)</i> Alterations and Security Upgrades—Phase 1 Woodbury County Jail Sioux City, Iowa	PROJECT NUMBER: 1102	OWNER <input checked="" type="checkbox"/>
	CONTRACT FOR: General Construction	ARCHITECT <input type="checkbox"/>
	CONTRACT DATE: October 11, 2012	CONTRACTOR <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> Woodbury County Sioux City, Iowa	TO CONTRACTOR: <i>(Name and address)</i> Frank Audino Construction Sioux City, Iowa	FIELD <input type="checkbox"/>
		OTHER <input type="checkbox"/>

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:
Alterations and Security Upgrades as described in the Phase 1 documents for the Woodbury County Jail in the Law Enforcement Center.

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

no exceptions

RML Architects, LLC
ARCHITECT


BY

4-2-2014
DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$ 5,000.00

The Contractor will complete or correct the Work on the list of items attached hereto within **Thirty** (30) days from the above date of Substantial Completion.

Frank Audino Construction

CONTRACTOR BY DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 12:01 A.M. (time) on April 1, 2014 (date).

Woodbury County, Chair

OWNER BY DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows: *(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)*

as required by insurance policies, contract documents and warranties.



AIA[®] Document G704[™] – 2000 Instructions

Certificate of Substantial Completion

GENERAL INFORMATION

Purpose

This document was developed to establish the date of Substantial Completion for the purpose of commencement of applicable warranties and to allow the Owner to occupy or utilize the Work or designated portion thereof.

Related Documents

This document was prepared for use under the terms of AIA Document A201, General Conditions of the Contract for Construction; and under the general conditions contained in AIA Document A107 and A105.

Use of Current Documents

Prior to using any AIA Contract Document, users should consult www.aia.org or a local AIA component to verify the most recent edition.

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COMPLETING THE G704 FORM

After the words "Project or Designated Portion shall include;" insert a detailed description of the Project or portion(s) of the Project that have been accepted as being substantially complete.

Determine Work to be completed.

Provide a list of items that are to be completed or corrected.

Determine dates for completion of the Work.

Establish an amount to be withheld to complete the Work.

EXECUTION OF THE DOCUMENT

The G704 document should be executed in not less than triplicate by the Owner, Architect and Contractor, each of whom retains an original.

April 1, 2014

Site Visit by Regina Smith

ALTERATIONS AND SECURITY UPGRADES – PHASE 1
WOODBURY COUNTY JAIL
LAW ENFORCEMENT CENTER

Report

Division 0-10

Master Control Flooring still to be completed from the punch list. Estimated Cost of Work \$3000

The new **Plaster Ceiling** is still cracking in the booking lobby. A new crack was observed at today's site visit at the middle north east light fixtures. The crack extends from light fixture to light fixture and is approximately 1/16" to 1/8" thick. No cracks were observed in the existing plaster ceiling. See Photo below. Estimated Cost of Work \$1000.

Also, the escutcheon cover at the west **sprinkler head** of the booking lobby needs to be installed. The sprinkler head appears to need adjustment in order to install the cover. See photo below. Estimated Cost of Work \$100.

Training has been provided to the Owner for the Fire Door in booking.

Division 13

DVR Recording Station

The faulty DVR has been shipped by the Owner back to Accurate. Accurate will be able to send the equipment back to Bosch.

Intercom at the Deputy Door does not work properly. Estimated Cost of Work \$500

Door B1 shows secure when open. This door needs to be investigated and any necessary parts need to be replaced so that the controls accurately depict the condition of the door. Cornerstone has shipped parts for the door; however, these initial parts sent did not correct the problem. Cornerstone has told the County that they will send additional parts. As of the date of this report, the County has not received the additional parts.

RML has transmitted one set of Operators Manuals from Accurate and Cornerstone and As Built Plans by Accurate to James Gabel at HDR for review.

Estimated Cost of Work to complete is less than 5% retainage.



BOOKING LOBBY NEW CEILING CRACK SINCE LAST REPORT



BOOKING LOBBY MISSING SPRINKLER ESCUTCHEON COVER