

SPANISH VALLEY WATER & SEWER IMPROVEMENT DISTRICT  
 SPECIAL MEETING ----- June 26, 1980  
 PRE-CONSTRUCTION CONFERENCE

The following persons attended a Pre-Construction Conference for the Spanish Valley Culinary Water System: Paul F. Howard and Stephen Hatch from Farmers Home Administration; Rick Hafen, Division of Water Resources; Darwin Gilger and Dan Holyoak representing the SVW&SID; Mike Ellis, Harold Ruf, and Don Fletcher from Western Utility Contractors; Carl Carpenter, Alvin R. Anderson and Bob Wallace from Nielsen, Maxwell & Wangsgard; Ralph McClure and Mayor Harold Jacobs representing the City of Moab; John Keogh, Dave Bretzke and Beulah Croasmun.

The following decisions were made at this meeting;

1. PAYMENTS TO CONTRACTOR: Pay Requests will be submitted by the Contractor to Carl Carpenter on the 20th of each month for materials delivered to the project and work done to date. The contractor is entitled to interest at the rate of 12% per year if payment is not made to him within thirty (30) days after his bill is submitted. Monthly payments will be made to the contractor for materials delivered to the project and work completed, retaining 10% until the work is 50% completed; thereafter retaining 5%. The following signatures will be required for processing the payment:  
 Nielsen, Maxwell & Wangsgard -- Carl Carpenter, Engineer  
 SVW&SID -- W. Darwin Gilger or Linda McKinney  
 Farmers Home Administration -- Stephen Hatch  
 Division of Water Resources -- Paul Summers
2. THE SPANISH VALLEY WATER & SEWER IMPROVEMENT DISTRICT: "DISTRICT": The District is the main contracting body. The District has entered into an agreement with Nielsen, Maxwell & Wangsgard to do the engineering. Carl Carpenter is the Project Engineer. Any changes or direction for extra work should be coordinated through the Project Engineer.
3. INSPECTOR: Don Bailey, employed by John Keogh, will be on the job as inspector. A letter will be written by the District agreeing to hire Don Bailey to represent Nielsen, Maxwell & Wangsgard as Inspector. John Keogh will bill the District for Don's inspection services.
4. RESPONSIBILITY OF FARMERS HOME ADMINISTRATION AND THE DIVISION OF WATER RESOURCES: These two agencies will be supplying funding for the project, directing any questions to the Project Engineer.
5. RESPONSIBILITY OF THE CONTRACTOR: Western Utility Contractors, Inc., the Contractor, is obligated to fulfill the terms of the contract and only the terms of the contract. Contractor acknowledged that he was aware of Addendums Nos. 1, 2 & 3.
6. NOTICE TO PROCEED: The District will issue the notice to proceed after the loan closing on July 7, 1980.
7. THE CONTRACT: Contractor has 300 days in which to complete the project. District has an obligation to try to avoid any delays in having water available when the contractor needs it. Contractor anticipates that the project should be finished in about four months. Contractor asked to be paid for boring under the pavement at the same rate as he would be paid for cutting the pavement. Carl Carpenter and the contractor will discuss this matter further. Existing meters will be used in the project. The contractor will bring the line to the meter box. It will be the customer's responsibility to bring the line from the meter box to his house. Contractor will guarantee the work for one year after service is assumed. The warranty period will not be effective until a final inspection of the project has been made.

Attendance

Payments to the Contractor

SVW&SID

Inspector

FmA & DWR Responsibility

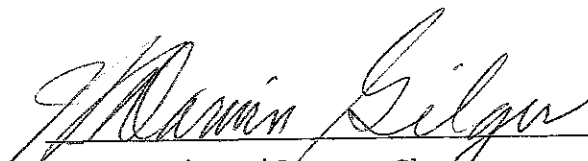
Western Utility Contractors Responsibility

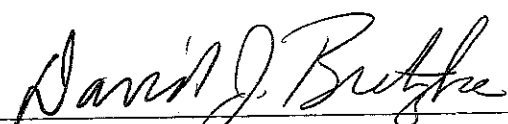
Notice to Proceed

Contract

- |  |                 |
|--|-----------------|
| 8. WORK SCHEDULE: Contractor will furnish a work schedule showing items of work to be done and when they are to be done. This will be submitted prior to the first payment to Contractor.  | WORK SCHEDULE   |
| 9. RIGHTS-OF-WAY: The District is obligated to supply the contractor with rights-of-way and show him where they are. The Contractor is then liable if he does not stay on the rights-of-way. If the District does not have all rights-of-way by loan closing date, Dave Bretzke will notify the Contractor.  | RIGHTS-OF-WAY   |
| 10. EQUIPMENT: It will be the Contractor's responsibility to find a place for his equipment. He has obtained an office site at 1471 Spanish Valley Drive. The local telephone numbers are 259-6443 and 259-7219.   | EQUIPMENT       |
| 11. SUBCONTRACTORS: Wico will be doing the boring under the State Highway. The Project Engineer will be notified of any subcontractors.  | SUB-CONTRACTORS |
| 12. MATERIALS: The District has 4,000 feet of pipe available that may be used for additional lines. If this pipe is used, there will be a joint liability between the District and the Contractor. All materials for the project that have been bid will be furnished by the Contractor.   | MATERIALS       |
| 13. PUMPED WATER: If the Contractor uses pumped water for testing and construction purposes, he will be assessed a pumping charge.   | PUMPED WATER    |
| 14. CHANGE ORDERS: Any change orders will be approved by all entities before the work is performed: Contractor, Project Engineer, District, Division of Water Resources, and Farmers Home Administration. If there is any increase in cost, the change order must be approved by Farmers Home Administration in Salt Lake City. Contractor has the right to negotiate prices for any change order. | CHANGE ORDERS   |
| 15. INSPECTION: Inspector Don Bailey will keep a daily diary to be submitted to the District. Anyone involved in the project has the right to inspect the project. Any questions about the project should be directed to the Project Engineer. Final inspection will be coordinated by the Project Engineer.   | INSPECTION      |
| 16. SUPERINTENDENT: Don Fletcher will be the Project Superintendent and will notify the Inspector if he cannot be on the job and who will be in charge if he is gone.  | SUPER-INTENDENT |
| 17. UTILITY LINES: It is the Contractor's responsibility to coordinate with the Natural Gas Company, the Telephone Company, the Power Co., and the City of Moab about the location of current utility lines throughout the valley. Contractor will furnish Dave Bretzke with literature on the water meters to be used in the project.   | UTILITY LINES   |
| 18. LINE STAKING: Contractor would like to have the line staking on an off-set alignment. If they need additional line staking, Don Bailey will be notified ahead of time.   | LINE STAKING    |
| 19. ROAD CROSSINGS: The Contractor is obligated to obtain a permit from the County Road Main, Bob Westwood, for all road crossings.  | ROAD CROSSINGS  |
| 20. DISPUTES: Any decisions made should be submitted in writing and distributed to all agencies. If the Contractor is not satisfied, he should contact the District.   | DISPUTES        |

ATTEST:

  
 W. Darwin Gilger, Chairman

  
 David J. Bretzke, Acting Secretary