

SPANISH VALLEY WATER & SEWER IMPROVEMENT DISTRICT

Special Meeting -----July 12, 1984

The meeting was called to order at 1:15 P.M. by the ATTENDANCE Chairman, Darwin Gilger, at the District office. Other Board members present were George White, Linda McKinney and Dan Holyoak. Others present were Art Maxwell representing James M. Montgomery, Consulting Engineers; Paul Howard and Clyde Hemmert, representing Farmers Home Administration; Neil Stratton, Sewer Contractor; Eldon Ray, local Contractor; Larry Johnson, representing the water system of Moab City; David J. Bretzke, Executive Director; Dale Pierson, District Maintenance Man; Douglas Holyoak, Bookkeeper; and Roberta Highland, Secretary.

Mr. Stratton was told, and show photos of, some of SEWER PROBLEM the problems being encountered by local contractors in making connections to the sewer, i.e., laterals not being connected to the main line, no laterals at all, no wyes, etc. Mr. Stratton stated that he had not inspected each lateral, but had relied on the inspectors hired by the engineer. Eldon Ray stated some of the problems he had run into, such as laterals that had to be re-dug because they were put in too shallow; laterals that by-passed the main and went nowhere. Mr. Stratton stated these laterals could be attributed to either of two of his sub-contractors. Paul Howard stated the improper installation of laterals should be separated from the problem of the lack of location of the laterals. Paul Howard asked if the Contractor was paid for the laterals separately.

Mr. Stratton stated that if the District was trying to add claims at this time, he would have to make claims for extra depth, and extra digging over the contract limits, and changes that were not in the specifications, together with other extras that would amount to \$60,000.00. He stated that he had not claimed these extras because of the financial plight of the District, but if he had to come back and make substantial efforts to replace laterals, he would have to add them to his charges.

Mr. Stratton further stated that when he came in to finish up the project, he had been supplied with a punch list by John Hill, the inspector, and that he had done all that, and was then presented with another punch list, and another, and as far as he was concerned, he had complied with all the complaints and duties presented by the inspector.

When asked if he had made up a plan of where each lateral and manhole had been installed, he stated that he had not, because he expected the inspector to take care of this. He stated he did have notes of work that had been completed, and Art Maxwell asked if he could have a copy of these plans, to help his office in making up an accurate "As-Built" map.

David J. Bretzke mentioned that the manhole in Hecla Subdivision was leaking ground water into the system. Mr. Stratton stated he had put a pipe in there to drain the manhole. He stated there would be no real problem there, the manhole could be re-sealed easily.

Blaine Stevens' driveway on South Highway 191 was mentioned, and Mr. Stratton stated that contractors are not responsible for Acts of God, and the fact that rain washed it out was not his problem. He stated he had put it back in as good a condition as he found it.

The problem with the culvert on Wagner Avenue was discussed, and Mr. Stratton stated that he was instructed to remove that culvert, and fill it in, then put the culvert back. He stated that he was instructed not to do what he felt was the right way to replace that culvert. David Bretzke stated this was paid for by change order. David stated further that he was present for a short time. Mr. Stratton stated there were two inspectors and a County Road employee there. Bretzke stated that Tim Pogue had stated he had told the Contractor to put it back right. Paul Howard said that in his opinion, when Stratton signed the change order, he became responsible for the work. Mr. Stratton stated that when the engineer's man gave him specific instructions, he felt that was not his responsibility. He stated that if he had been allowed to do this job his way, the culvert would have held.

Art Maxwell said that we should agree today as to the date of substantial completion of the job. Stratton asked if the date of substantial completion should be the first time sewage was introduced into the system. David Bretzke stated that "C" line was approved on July 27, 1983, and that "B" and "A" lines were approved on September 26, 1983. Neil Stratton said that he thought when the District put sewage into the line on July 27, that should be the substantial date of completion. Mr. Gilger stated he thought the date of completion should be the date the punch lists were finished. Paul Howard stated he thought the date of substantial completion should be the date the line is put into service. Art Maxwell suggested the date should be agreed upon as the end of August, and suggested the parties come to an agreement as to the date of substantial completion.

Dale Pierson reported the final measurements were done on September 23 and 24, 1983.

Mr. Stratton stated he could not understand this discussion, because he had thought he was coming over today to end the warranty, because he thought the project was finished in July.

Bretzke asked what the District should do about the approximate 6.5% of errors already found, and stated that he thought we could expect this same percentage to hold true throughout the project, as the mistakes found had been evenly scattered over the project, and not concentrated in one area of construction. Stratton replied that even if he were held responsible, he should not be held responsible for the cost of replacing, but only for the cost he was paid for the work.

After a general discussion as to the date of substantial completion, with Stratton insisting his date was July 27, 1983, Art Maxwell stated he thought the parties should agree on the 30th day of August as the date of substantial completion. Dave Bretzke stated that Stratton's crew was mostly gone by the end of August. Art Maxwell stated he would issue a memorandum showing substantial completion as of August 30, 1983.

The problem with Ray Holyoak's complaints was brought up, and Neil Stratton stated he was going to leave that up to his insurance company to solve, since he felt he had done all that could be done to satisfy Mr. Holyoak.

Paul Howard stated the parties should come to an agreement as to the extras Stratton claimed, and the claims of the District. Stratton stated that he would not put in a claim for his extra work and costs, and give Art Maxwell of James M. Montgomery his notes and plans, if the District would waive its claims for extra costs on the laterals. Art Maxwell stated that some of the lines had to be shifted over because of the extra depth, and Paul Howard suggested that perhaps an appointment could be set up to work out the exact amount of the claims of both parties involved. Art suggested that both parties settle it now, with no further exchange of money, and that the date of August 30, 1984 as the end of the warranty should apply.

After a discussion of the problems, and the expenses involved, Dan Holyoak moved we accept Art Maxwell's recommendation that the District make no more claims against Stratton Bros., and that Stratton Bros. should not pursue their claims against the District. George White seconded. After discussion in which Neil Stratton was asked if this settlement would include the lawsuit brought by Mrs. Nelson and the claims of Ray Holyoak, Mr. Stratton replied that the settlement would not include these two claims, and that his insurance company was handling these matters. The Chairman called the vote, and the Board voted as follows:

Linda McKinney,	"Aye"
George White	"Aye"
Dan Holyoak	"Nay"

The motion carried with a majority of 2 to 1.

The line was discussed, and Neil Stratton stated that if the District faces a massive failure, he will take care of it. He stated he would ship his plans and notes to Art Maxwell. Art Maxwell asked if both parties would like to have him draft an agreement, or did they want to turn it over to their attorneys. Darwin Gilger and Neil Stratton agreed to this, and Art Maxwell stated he would write up two agreements, one for the date of substantial completion,

and one for the agreement for the mutual relinquishment of claims between the Contractor and the District. Art Maxwell also promised the best data possible so that the District can find all connections.

The meeting with the Contractor adjourned at 3:30 P.M.

A meeting for extra business re-convened at 3:40 P.M. JOYCE JONES The connection fee for Joyce Jones was discussed, and it was pointed out that others had had to pay the minimum fees, or had to pay the minimum fees, or had to pay a \$500.00 connection fee. Linda McKinney moved the District not make an exception in this case, and that the \$200.00 be paid before the District makes the connection. Dan Holyoak seconded. MOTION CARRIED.


David Bretzke reported that with regard to the Beeson RON BEESON calim, he recalled a conversation regarding the regulation with Mr. Beeson, in which the told Beeson that when a person extended a line, and another party built on a vacant lot between the end of the previous line and somewhere between that and the new extension, then the original person would get a portion of his costs back when someone else hooked on. When asked if anyone had hooked into the line the Beesons had put in, he replied that no one else had hooked on up there.

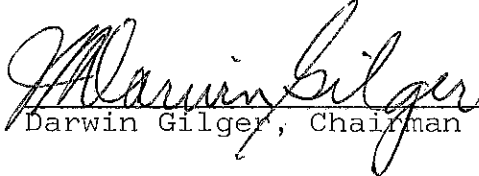
David Bretzke stated that Robert Lammert had contacted ROBERT him about moving the manhole back into the easement. He stated LAMMERT that Robert Lammert has a lot in Grand Vu Subdivision, next to MANHOLE Jim Nelson, and when the contractor had gone by, he had had to avoid a building put by Jim Nelson on the 10' easement, and had gotten off the easement and put the manhole about 5' off the easement. George White moved the District move the manhole, and then require Mr. Lammert to connect to the sewer. David Bretzke reported that he would talk further with Mr. Lammert.

David Bretzke reported that David Maki and Barry KERBY LANE Esplen on Kerby Lane want either the sewer to go up Kerby Lane SEWER EXT. or they will put in septic systems, and that he would talk to the Grand county Water Conservancy District to see if they would put a sewer line there to protect one of their wells.

The meeting adjourned again at 4:30 P.M.

ATTEST:

  
Linda McKinney, Treasurer

  
Darwin Gilger, Chairman