Greenville Town Board

P. O. BOX 188
GREENVILLE, INDIANA 47124
812-923-5649

November 13, 1980 Town Hall

The regular monthly meeting of the Greenville Town Board was opened by President, Jack Sprigler. All board members were present in addition to Janice Gibson, Gary Getrost, Max Mason and other interest persons.

Minutes of the previous meeting was read and approved. Financial statements were presented to each board member.

Mrs. Sharon Robertson, a Greenville resident requested a permit for the purpose of opening a beauty shop in the Town of Greenville. Mr. Max Maxon stated this not inconsistant with any ordinance in effect. A letter was to be mailed to Mrs. Robertson to this effect.

Mr. Charles Bickel, requested that he would like to set his own meters in his subdivision at a reduced rate rather than the regular tap-in fee of #350.00 Mr. Sprigler said that this can only be done if we can document this. Gary Getrost will check on this and report back to the board.

A letter was read from Mr. Daivd Snyder, (attached). Board ask him to document loss of time and come before board to explain and ask for extension then.

Mr. Hanson with Skyline Communication Corp. presented the board with a ordinance to put in cable T.V. in the Greenville area. Mr. Hanson explained the procedure in doing this to the board. The board will discuss this and have another meeting with Mr. Hanosn on Nov 20.

Mr. Cassidy's former building permit to build a pole barn was brought up again for discussion. Mr. Cassidy will call Mr. Boofter and give him discription of where barn sets and give to Max Mason.

David Eberenz presented the board with change order No. 2(charge order attached). All bills approved for FHA in the amount of #37,687.58

Discussion was held on hiring a C.E.T.A. employee. Gary Getrost said he would contact Scott Stewart with C.E.T.A. about this possibility.

Jack Sprigler will look into a retirement plan for the Water Utility employees and report back on this.

Board approved Water Utility to pay for November gasoline due to Water Utility using town truck for Water Co. business.

Town Marshall, Doug Kiesler reported that all had graduateed from Police School. Mr. Kiesler stated that he might have to resign as of Jan. 1, 1981.

No further business brought before the board, motion was made by Jack Sprigler to adjourn, seconded by V.J. Miller.

Grace Martin

Clerk Treasurer

President of the Board



ENVIRONMENTAL CONSULTANTS, INC.

391 NEWMAN AVENUE . CLARKSVILLE, INDIANA 47130 . TEL.(812) 282-8481

7 November 1980

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JAMES A. MUNICH, P.E.

David Snyder's Backhoe and Trenching Service R.R. #4, Box 450-E Corydon, Indiana 47112

Attn: Mr. David Snyder

Re: Progress of Construction

Dear Mr. Snyder:

On 25 July 1980 you were given a Notice to Proceed on or before 4 August 1980. The contract completion time is 180 consecutive calendar days thereafter. The date of completion of all work is, therefore, 1 February 1981.

As of 31 October 1980 48.6% of the contract completion time had passed. However, only 35.9% of the construction was completed, with the remaining completion time being the months of November, December and January.

With 64.1% of the work to be completed in November, December and January, a period much of which is usually unsuited for construction of this type due to rain and low temperatures, the Engineer and the Greenville Town Board have become extremely concerned with the status of your contract.

Repeatedly you have been appraised of this situation, and have been requested to take steps to improve the progress of construction.

Financing of this project was made possible by new customers signing up for service and paying a substantial fee. These new customers have been told that they would have water service on or before 31 January 1981.

If your contract is not complete by 1 February 1981, the Water Company will suffer a considerable loss of revenue. These customers who need the service badly, and have planned on it, will be quite displeased.

Another burden on the Water Company is the additional cost of Inspection due to the possible delay of completion beyond 1 February 1981.

The Greenville Town Board has decided that if the Contractor does not diligently push the construction work with more employees and equipment, it will be necessary to assess Liquidated Damages in the amount of fifty dollars (\$50.00) per calendar day, as prescribed in the contract, for each calendar day of delay until the work is satisfactorily completed. Time is of the essence.

Very truly yours,

ENVIRONMENTAL CONSULTANTS. INC.

James A. Munich, P.E.

President

cc: Greenville Town Board William Cord, Farmers Home Administration American States Insurance Company

JAM/pk

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ENVIRONMENTAL CONSULTANTS, INC.

39I NEWMAN AVENUE - CLARKSVILLE, INDIANA 47130 - TEL.(812) 282-848I

JAMES A. MUNICH, P. E.

7 November 1980

David Snyder's Backhoe and Trenching Service R.R. #4, Box 450-E Corydon, Indiana 47112

Re: Cost submittal for taps

Dear Dave:

Please submit to us an itemized cost breakdown for both cutting in tees and valves, and tapping tees and valves, including all labor costs, for the connection of the twelve inch (12") main to the Greenville and Galena water towers.

The Greenville Town Board has requested this cost breakdown in order to review and comment on these cost estimates.

Yery truly yours,

ENVIRONMENTAL CONSULTANTS, INC.

David R. Eberenz Project Engineer

cc: Greenville Town Board

DRE/pk

812 - 732-4966

DAVID SNYDER'S

Backhoe & Trenching

SERVICE

Route 4 Box 450E

Corydon, IN 47112

TO: All Board Members of the Town of Greenville

FROM: David Snyder

DATE: November 10, 1980

SUBJECT: Work done on Greenville Job

Gentlemen:

This letter is in regard to your letter of Nov. 7,1980. The letter we received stressed the issue of putting more manpower and equipment on the present contract we have with you so there would not be a chance that the completion date would not exceed Feb. 1, 1981.

On August 23, 1979 we submitted a bid on this project and we were, in time, awarded the project. In our bid, the amount of manpower and equipment we had to use on this job was submitted and known to all. When we were awarded this job everyone knew we were not a large contractor, but everyone felt that we could complete the contract satisfactorily. Our manpower and equipment status has not changed to this date. Our company was not, and at this time is not able to purchase more equipment and manpower to be used on this contract. If the problems that we have encountered on this job had not occured, we would be able to complete it in the time specified, and would be further along on the project.

A few of the problems we have encountered are as follows: the availability of materials, mamely, the parts needed in the master meter pit. The reason for this delay is that the engineer redesigned the pit thus changing the materials needed for it and delaying the ordering and receiving of the master meter and the pressure reducing valve. This is beyond our control and we feel we should not be blamed for this delay. We had to pull off of this particular line, thus delaying pro-Anytime we have to mobilize and demobilize our equipment from site to site delays are encountered. When we bid this job our agreement with the engineer was that all easements would be secured before we would start on a particular section of line. This is specifically spelled out in the General Conditions of this contract. This has not been done which we understand is no fault of you the owner, or the engineer because these delays are often encountered in construction.

Nevertheless, this has deleved us considerably and nost our company money by not being able to finish each line in its proper order. This has made the job look had by significant the work together. We have tried to mark with everyone as much as possible in preventing this and we have been veryonatient ourselves.

Another reason for the delay in the capunt of rock we encountered. At this time there being 4th completed on the job, at least 100% of the rock volume that his been inticipated has been encountered. With at least 675 of the work yet remaining to install more rock is anticipated. We estimate at least another 125 yds. left. This will cause a considerable delay in progress as you have already seen. We cannot be blamed for this, as it is beyond our control. Another addition to the job has been to install hedding material where rock has been encountered There has been a very small amount of usable backfill on the site to use in lieu of this, forcing the change order. The have also been forced to install the main in the county road shout de on Schuler Road. The main reason for this is that no essement could be secured. In doing this, we were forced to back-fill with this material and haul the excess dirt away, thus slowing progress even more because of Flowd County biology enecs.

Another reason for the delay in an the 120 transplaced main we are presently marking on. We had revered alreed where a private easement could not be recured. In turn we were forced to install the main on at the R/W. The processing time of this through the atate office takes a lot of time, thus we have had to piece the main in at least three places. This has slowed down our progress, and is also beyond our control. Anytime that private assements cannot be obtained and little and County R/W are used, it takes more time to deal with traffic control and other problems.

Another problem we have had is locating existing water mains and avoiding them. We have presently fixed two looks where we have hit the existing usin. In one case, we make assured that the main was not coing to be encountered, but we hit it thus this takes more time and couts us more money. We know that you cannot control this problem, as the rea on could be the ag-built plans when the lyster had been but in

Referring back to your letter on Nov.7.1030, if the board feels that we should stop construction of the lowering and start work on the Buck Creek line which would be lower to supply needed customers, we would be also to do this. We understand that in order to pay this large amount of somey numerous customers are needed. We do not sent the mater company to lose any revenue that they have coming in and will do our best to see that your customers are not delayed any further.

We are sorry that you are not satisfied with our work. I truly wish that you knew how hard we have been working to try to do this job right and not throw the job together only to encounter problems in the future. We will try to complete the job as soon as possible, and we hope that there will not be a need for an extension of contract. But if there is a need for an extension, it will be for the reasons stated in the General Conditions of this contract under part 15.4 through 15.4.2 titled time for completion and liquidated damages. We feel, at this time, it looks as if a short time extension will be needed. I assure you that we will do everything possible to make sure the water company doesn't lose any revenue.

I was also informed of a false accusation made at a meeting on Nov.6,1980 concerning poor cleanup work that we have done in the past. I assure you that this job will be completed and left in as good or better conditions than when we began. In the past we have never failed to finish the cleanup work on a job when we had agreed to do it.

Again I say I am sorry that the Board has complained about the job we are doing. But I assure you that the problems are not the cause of my negligence. I would appreciate this letter being read at the Nov.13 board meeting so that everyone is aware of my feelings on the job.

Sincerely,

David W,

David W. Snyder

DWS/ss