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City Of Massillon
Engineering Department

One James Duncan Plaza
Massillon, Ohio 44646

KCC, CTF, Gey, Stone

JOB IWWTP

SHEET NO. _____ OF _____

CALCULATED BY _____ DATE _____

CHECKED BY _____ DATE 7/27/03

SCALE _____

CDS → 1/11/03 letters
4/22/03

Harrison hired by CDS to evaluate,
pumping information
Oct. 2002 permeabilities,

not on site
used CDS site analysis

site permeabilities after site was down pumped

Larry Ruddy → installation & bid

flow meter in systems (propeller)
one at time - all 15 wells
swivel connections in pipe w/ √ valves
16" & 20" manifold discharge size

Raw Data Sheets - Mark Warren

15 - 15 hp pumps initially installed
removed 9 leaving 6 on site
added 16 - 40 hp pumps

22 total pumps - 1 in every hole

26 holes
4 x tra next to existing
pump holes.

CDS refers to BBC & M permeability and soil borings

No pump tests done by CDS - No calculations

Used their prior data & knowledge

Steve Hemet asked for areas near here that CDS used for data.

CDS - does not do dewatering calculations

No. 11 (Josh) / No. 18 (Ken) & never pumped water

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BBC & M in January

took pix, checked depth water levels (tape)

→ Sept 11 2002 — tower crane foundation installed

→ 84 days fill dewatering begins after that

→ Mass Excavation — 2 month delay

} Mark Warren

Paul-CTI

Partnering !!!

CDS/KCC — identify support documents / winterization

City has power consumption
CTI to KCC

meter data

raw flow data →

pump curves
original / replace

projects near this area

power consumption

The City of Massillon, Ohio



Francis H. Cicchinelli, Jr., Mayor
330.830.1700

Alan W. Climer
Dir. of Public Safety & Service
330.830.1702

Engineering Department

Steven D. Hamit, P.E.
City Engineer
Phone: 330.830.1722 • Fax: 330.830.1786

March 10, 2003

Kokosing Construction Company, Inc.
P. O. Box 226
Fredericktown, OH 43019

Attn: Mr. Thomas G. Muraski, P.E.
Vice President

Re: Kokosing (Muraski) Letter dated February 27, 2003
Request for Contract Amendment Regarding Arbitration
Dewatering/Site Conditions

Dear Sir:

We are in receipt of and have reviewed the subject letter. Before responding to the letter, the City of Massillon wishes to address some related issues.

Your company, your major subcontractors, the City and the City's engineer (CTI Environmental, Inc.) have agreed to work under a partnering relationship which puts an obligation on each participant to act in an open and cooperative manner toward the successful and expeditious completion of this challenging project. Critical elements of such an arrangement are the personal relationships which develop between the representatives of the participating entities. Kokosing Construction Company (KCC) designated Mr. Bruce Nelson as its corporate partnering representative. We find it inappropriate and a violation of the intent of the commitment to the partnering effort that other corporate representatives (specifically Mr. Ken Gonya and Mr. Thomas Muraski) have interjected themselves directly into this project without participation at our initial partnering session or any notification to the City or our engineers. Please clarify who at KCC currently does, and will in the future, represent KCC corporately.

In addition, the City has requested that all KCC correspondence to the City regarding this project be submitted through CTI. With regard to the dewatering/site conditions issue, KCC has chosen to submit many of its communications directly to the City. In some cases KCC has not even copied CTI with its correspondence. This approach only serves to delay our response and, again, reflects a lack of commitment, on KCC's part, to the partnering relationship. In the future, please submit all correspondence to this office through CTI.

Turning to the dewatering/site condition issue, we find that there are a number of errors in the subject letter. First and foremost, we find that no formal claim has ever been submitted by KCC. Consequently, CTI has not rejected any such claim and therefore no time limit is in existence. To initiate such a claim, KCC will have to specifically identify what damages it has suffered and what compensation it seeks. To date KCC has done neither.

Kokosing Construction Company, Inc
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Secondly, Article 16 of the General Conditions for this contract was completely replaced and superseded by Paragraph SC-16 of the Supplemental General Conditions. Consequently, the 30-day time limit and the mandatory requirement to arbitrate disputes are no longer applicable. The new language requires that the parties attempt to negotiate and mutually agree to solutions to all disputes. Only in the event that both parties mutually agree will arbitration be used as the method of resolution.

Thirdly, it is extremely unlikely that the City of Massillon will ever agree to the combining of numerous separate issues into a single arbitration. We remain committed to addressing each issue on its merits under the partnering relationship. In fact, we are not aware of any issues on this project which have reached such an impasse that formal dispute resolution is currently needed.

Based on the comments of CTI and our own personal observations, a good working relationship exists between your project personnel, the Wastewater Treatment Plant personnel and the CTI personnel. Several change orders have been finalized, others are currently being resolved, and strong communication channels are open.

The City understands that on a job of this magnitude there will be disputes between the contractor and the designer. We do not believe that any disputes which threaten the successful completion of the project currently exist and, consequently, we believe that the subject letter was inappropriate.

To date there has been three (3) meetings under the partnership umbrella. At one of these meetings KCC decided to show how the original schedule was impacted. However, this meeting was called to help re-sequence the schedule. If this partnership is to work, then the lines of communication set in the original partnering meeting need to be kept open. The City, as well as CTI are willing to attend a structured partnering meeting.

It is my suggestion that the "several issues" that you refer to be itemized in detail prior to the above meeting. I have requested this before and still have not received any details – only generalities.

We are prepared to meet with the KCC representatives if such a meeting would be beneficial.

Sincerely,



Steven D. Hamit, P.E.
City Engineer

SDH/lm

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