



December 30, 2019

Washington State Dig Law Safety Committee
P.O. Box 749
Poulsbo, WA 98370
Sent via Email: wsdlsafetycommittee@gmail.com

RE: **Complaint Case 19-095; Seattle Public Utilities vs. Able Concrete Designs, LLC**
SPU Claim No. RC-19-111
Location: 111 E Hamlin St.
Date of Loss: October 19, 2018
Total Damages: \$2,432.60

Statement of Seattle Public Utilities (SPU)

Dear WSDLSC Representative:

On October 19, 2018, SPU received a report that an Able Concrete Designs, LLC crew sawed through and damaged a SPU 2-inch fire water service line at the above location. SPU crews responded and repaired the damage. Total repair costs were \$2,432.60.

It was later discovered that the damage did not occur from sawing concrete, but instead when an Able Concrete Designs employee drove a stake through the line in order to set forms for the pouring of concrete. *See Photo of punctured pipe RC-19-111.jpg.* (Submitted by Chris Hutylar.)

On August 26, 2019, I mailed a cover letter, invoice, and documentation regarding a damage claim to Able Concrete Designs LLC. I noted in my letter that I had found no evidence that any locate had been called in to Washington One Call. There was no payment or response. *See 8.26.19 Seattle Public Utilities damage claim RC-19-11.pdf.*

I called the Able Concrete Designs office on October 21, 2019 and left a detailed voice message asking for the status of payment and locate information, as my research of *Washington One Call from September 1, 2018 through October 19, 2018 revealed no locate was requested by Able Concrete Designs, nor by any other contractor for the type of work that was being performed.* At that time, it was my belief that Able Concrete Designs had violated RCW 19.122.030 by failing to request a locate through Washington One Call. There was no response to my telephone message.

On October 30, 2019, I mailed a past due notice letter to Able Concrete Designs, again requesting payment and explaining that treble damages could be billed under RCW 19.122.070 (2). Again, there was no response. *See 10.30.19 Past Due letter to Able Concrete RC-19-11.pdf.*

On October 31, 2019, I called the Able Concrete Designs office. There was no answer and I could not leave a voice message because the voice mailbox was full.

On November 18, 2019, I spoke by telephone with Matt Herron, representative for the property owner/developer, 111 Hamlin, LLC, and also with Chris Hutylar of Hutylar Consulting, who acted as the general contractor. I also sent a complaint to the Washington State Dig Law Safety Committee via the web site: www.washington-ucc.org.

On November 26, 2019, I made a request for contact with Able Concrete Designs' "Contact Us" fillable form on the internet at ableconcretedesigns.com asking for someone to contact me about this damage claim and I requested the status of payment.

On that same day, I received an email from Amber Anderson at Able Concrete Designs stating: "Again, for the 3rd time. We were not responsible for where the GENERAL CONTRACTOR wanted us to work. We were working UNDER THEM. Please contact THEM for payment. This is not our responsibility. It was their project, their bond, their insurance and their responsibility. Please send me verification of zero balance. Thank you." See 11.26.19 ABLE CONCRETE RESPONSE NO. 1 re Past due invoice email.

NOTE: This was the **first time** I'd ever heard from anyone at Able Concrete Designs.

On December 12 and 18, 2019, I received photographs of the area where the damage occurred from Chris Hutylar of Hutylar Consulting. This is when I became aware that **Able Concrete Designs had driven a stake into the service line that was directly next to a water utility cover**, which acts as a locate under RCW 19.122.030 (9). In addition to not calling in a locate request, it seems that Able Concrete Designs had ignored clear indication that service lines were exactly where they were working. See *IMG_8622.jpg* and *Google view 111 E Hamlin St.jpg*. (Photo submitted Chris Hutylar.)

On December 30, 2019, I sent a letter and invoice to the property owner/developer at the time the damage occurred, 111 Hamlin, LLC's registered agent, Matt Herron. SPU is now pursuing this debt against both Able Concrete Designs and 111 Hamlin, LLC. See 12.30.19 FINAL demand-Jetter & invoice to 111 Hamlin LLC with attachments.

I look forward to participating in the teleconference on Thursday, January 9, 2020 at 1:30 p.m. I kindly ask if you should become aware that Able Concrete Designs, LLC will have legal counsel present during this teleconference, that you notify me, so that I may have counsel from the Seattle City Attorney's Office present as well.

Respectfully submitted,



Brenda L David
Senior Risk Analyst





December 30, 2019

111 Hamlin, LLC
565 13th Ave.
Seattle, WA 98122-5554
Attn: Matt Herron, Registered Agent
Sent via Email: matt@47northdevelopment.com

RE: SPU Claim No. RC-19-111
Location: 111 E. Hamlin St.
Date of Loss: October 19, 2018
Total Damages: \$2,432.60

Dear Mr. Herron:

Here is where we are with this damage claim:

First, I need you to understand that *this invoice is not a fine or penalty*. The amount billed is the actual cost of repair that SPU bore as a result of Able Concrete Design's damage. We are a rate payer-based system. If I am unable to recover monies for damaged assets, then our rate payers cover those costs. At the end of the day, I do my best to fulfill that responsibility and prevent our rate payers from protecting the bottom line of private developers, property owners, and contractors.

Aside from responsibility of drainage and wastewater assets, SPU is responsible for maintaining and repairing approximately 1,800 miles of water pipeline, 20,000 valves, 18,000 fire hydrants, 180,000 water service connections, and dozens of other water facilities. Any time there is damage to any SPU asset, crews must be pulled from regularly assigned work and reassigned to fix the damage, which is the case here. This was not a repair that could be scheduled down the road, given the size of the line and the volume of water. As such, it was scheduled as soon as possible and there was some labor at premium pay as a result.

The contractor you paid, Able Concrete Designs, LLC, violated locate law under RCW 19.122. This is a serious violation, and as a result, there has been a telephonic hearing scheduled for January 9, 2020 at 1:30 p.m. with the Washington State Dig Law Safety Committee under Complaint Case 19-095, Seattle Public Utilities vs. Able Concrete Designs, LLC. Aside from not calling in a locate at all, which every contractor is required to do, the Able Concrete worker drove a stake directly into a 2-inch fire water service line **that was sitting directly next to a water utility cover.**

The Able Concrete Design employee absolutely should have known there was a water line where they were driving their stake into the ground. It was right next to a utility cover. Not to mention, the site plans include those same water lines as would the SPU Drainage Wastewater map that is automatically sent out with every locate request; except that here a locate was never requested. Able Concrete Design's actions defy any reasonable explanation.

I wanted to clarify one other point of confusion that was raised with respect to this claim previously, specifically the mention that SPU had not marked the pavement in blue near the damaged fire

Please feel free to call me if you have any questions. I thank you for your prompt attention to this matter.

Best regards,

A handwritten signature in black ink that reads "Brenda L. David". The signature is written in a cursive style with a large initial 'B' and 'D'.

Brenda L. David
Senior Risk Analyst

c Amber Anderson - office@ableconcretedesigns.com
Chris Hutylar - chutman@gmail.com

Marni Hara, General Manager/CEO

700 Fifth Avenue | PO Box 34018 | Seattle, WA 98124-4018 | 206-684-3000 | seattle.gov/util



PAST DUE NOTICE

October 30, 2019

Able Concrete Designs LLC
 16633 244th Pl. SE
 Issaquah, WA 98027-8438
 Attn: Accounts Payable

RE: SPU Claim No. RC-19-111
 Location: 111 E. Hamlin St.
 Date of Loss: October 19, 2018
 Total Damages: \$2,432.60

Dear Accounts Payable:

On August 26, 2019, I mailed you a cover letter, invoice, and documentation regarding a damage claim against Able Concrete Designs LLC. As previously noted, on October 19, 2018, SPU received a report that an Able Concrete Designs crew sawed through and damaged a SPU 2-inch fire water service line at the above location.

Total repair costs were \$2,432.60. I called your office on October 21, 2019 and left a detailed message asking for the status of payment and locate information, as my research of *Washington One Call from September 1, 2018 through October 19, 2018 revealed no locate was requested by Able Concrete Designs, nor by any other contractor for the type of work your crew was performing.* If, in fact, this work was performed without a locate request, this is a serious violation of Washington State Law, specifically, RCW 19.122.070, which states in part:

(2) ... In those cases in which an excavator fails to notify known facility operators or a one-number locator service, any damage to the underground facility is deemed willful and malicious and is subject to treble damages for costs incurred in repairing or relocating the facility. (Emphasis added.) Treble (triple) damages in this matter would be \$7,297.80.

Please remit \$2,432.60 to: Seattle Public Utilities
 PO Box 94647
 Seattle, WA 98124-4647

Be sure to note the SPU Claim No. RC-19-111 and Invoice No. SU1002894 on your check. If you have any questions, please feel free to contact me at (206) 684-4549 or via email at Brenda.David@seattle.gov. If I do not hear from you or this matter remains unpaid by November 15, 2019, further collection action will be taken, which may include rebilling this matter in the amount of \$7,297.80. If you have already sent payment, please disregard this notice and we thank you.

Sincerely,

Brenda L. David
 Senior Risk Analyst

wsdlsafetycommittee@outlook.com

From: Amber Anderson <office@ableconcretedesigns.com>
Sent: Tuesday, November 26, 2019 3:07 PM
To: David, Brenda
Subject: Past due invoice

CAUTION: External Email

Again, for the 3rd time. We were not responsible for where the GENERAL CONTRACTOR wanted us to work. We were working UNDER THEM. Please contact THEM for payment. This is not our responsibility. It was their project, their bond, their insurance and their responsibility. Please send me verification of zero balance. Thank you.

Sent from my Verizon, Samsung Galaxy smartphone



1.

