

**HARTSTENE POINTE WATER-SEWER DISTRICT  
REGULAR MEETING  
DISTRICT OFFICE 119 E LIBERTY RD SHELTON WA 98584  
TELECONFERENCE AVAILABLE  
Per State of Emergency Declared in Washington State and Mason County  
June 17, 2021 1:00 P.M.**

**AGENDA**

1. Call to Order
2. Roll Call
3. Subscriber Remarks
4. Correspondence
5. Present Agenda
6. Minutes of the June 3, 2021 Regular Meeting (2-3)

**REPORTS:**

7. Water Board Bible: Chapter Five
8. Commissioner Reports
9. Financial/Administrative Report:
  - Bills to Be Authorized:
    - Voucher 2021-23
  - Bills to Be Reviewed:
    - Voucher 2021-22
  - Monthly Billing Report (4)
10. General Manager's Report (5)

**BUSINESS:**

11. Update Apprentice/Trainee Job Description (6-7)
12. Approve Correspondence to Resident (8-11)
13. Approve Century West Engineering Agreement (12-16)
14. Discuss Rate Structure
15. Identify Unmetered Connections (17)

**As per the State of Emergency, the district's Open Public Meetings will be held via teleconference. Until further notice, meetings WILL NOT be held at the District office.**

**To join a meeting, follow the instructions below:**

- 1. Call (425) 436-6260 or (800) 719-6100**
- 2. Enter Access Code 535 9093 #**

If you have a webcam-enabled computer, you may try to connect to the meeting using the link below:

<https://hello.freeconference.com/conf/call/5359093>

*Note: Due to limited internet connection speeds at Hartstene Pointe, joining meetings via webcam may lead to reduced*

**HARTSTENE POINTE WATER-SEWER DISTRICT  
REGULAR MEETING of the BOARD OF COMMISSIONERS  
June 3, 2021  
DISTRICT OFFICE 119 E LIBERTY RD SHELTON WA 98584  
TELECONFERENCE AVAILABLE  
Per State of Emergency Declared in Washington State and Mason County**

**MINUTES**

**PRESENT:** President E. J. Anderson, Secretary S. Swart, Audit Commissioner A. Hospador, General Manager (GM) J. Palmer, Project & Accounts Manager (PM) J. Sartori

**CALL TO ORDER:** The meeting was called to order at 1:00 pm.

**SUBSCRIBER REMARKS:** One subscriber present

**CORRESPONDENCE:** PM noted outgoing correspondence being drafted

**PRESENT AGENDA:** *Commissioner Hospador moved to adopt the agenda. Commissioner Swart seconded.* PM requested to amend Financial/Administrative Report. *Hearing 3 aye votes and 0 nay votes, the agenda was adopted as amended.*

**MINUTES:** The minutes of the May 20, 2021 regular meeting were presented. *Commissioner Swart moved to approve the minutes. Commissioner Hospador seconded. Hearing 3 aye votes and 0 nay votes, the minutes were approved as presented.*

**REPORTS:**

**Water Board Bible:** Commissioners reviewed and discussed Chapter Four of the *Water Board Bible*.

**Commissioner Reports:**

- Commissioner Anderson shared an article, “The Future of Water”
- Commissioner Swart presented an article regarding bottled water
- Commissioner Swart presented a brochure sent in the mail from the State’s 35<sup>th</sup> Legislative District Senator’s Office

*Commissioner Anderson called for a five-minute recess at 1:35 pm. Meeting resumed at 1:40 pm.*

**Financial/Administrative Report:**

- Bills to Be Authorized:
  - Voucher 2021-21, in the amount of \$48,599.80, was presented. *Commissioner Swart moved to approve voucher 2021-21 in the amount of \$48,599.80. Commissioner Hospador seconded. Hearing 3 aye votes and 0 nay votes, the voucher was approved.*
- Monthly Financial Report: PM presented the April 2021 monthly financial report

**General Manager’s Report:** GM presented his report on the current state of the District

**BUSINESS:**

**Discuss Logistics of Change Rate Structure:** Commissioners discussed the logistics to prepare for a rate change and requested administrative staff to compile research.

**Metering HPMA Water Connections:** Commissioners discussed HPMA’s metered and unmetered connections.

**Allocate Funds to Century West Engineering for Sewer System Plan:** *Commissioner Hospador moved to allocate \$30,000 from the District’s “Inflow & Infiltration” fund to Century West Engineering for the Sewer System Plan. Commissioner Anderson seconded. Hearing 3 aye votes and 0 nay votes, the funds are allocated.*

*Commissioner Hospador moved to adjourn the meeting. Commissioner Anderson seconded. Hearing 3 aye votes and 0 nay votes, the meeting adjourned at 3:45 pm.*

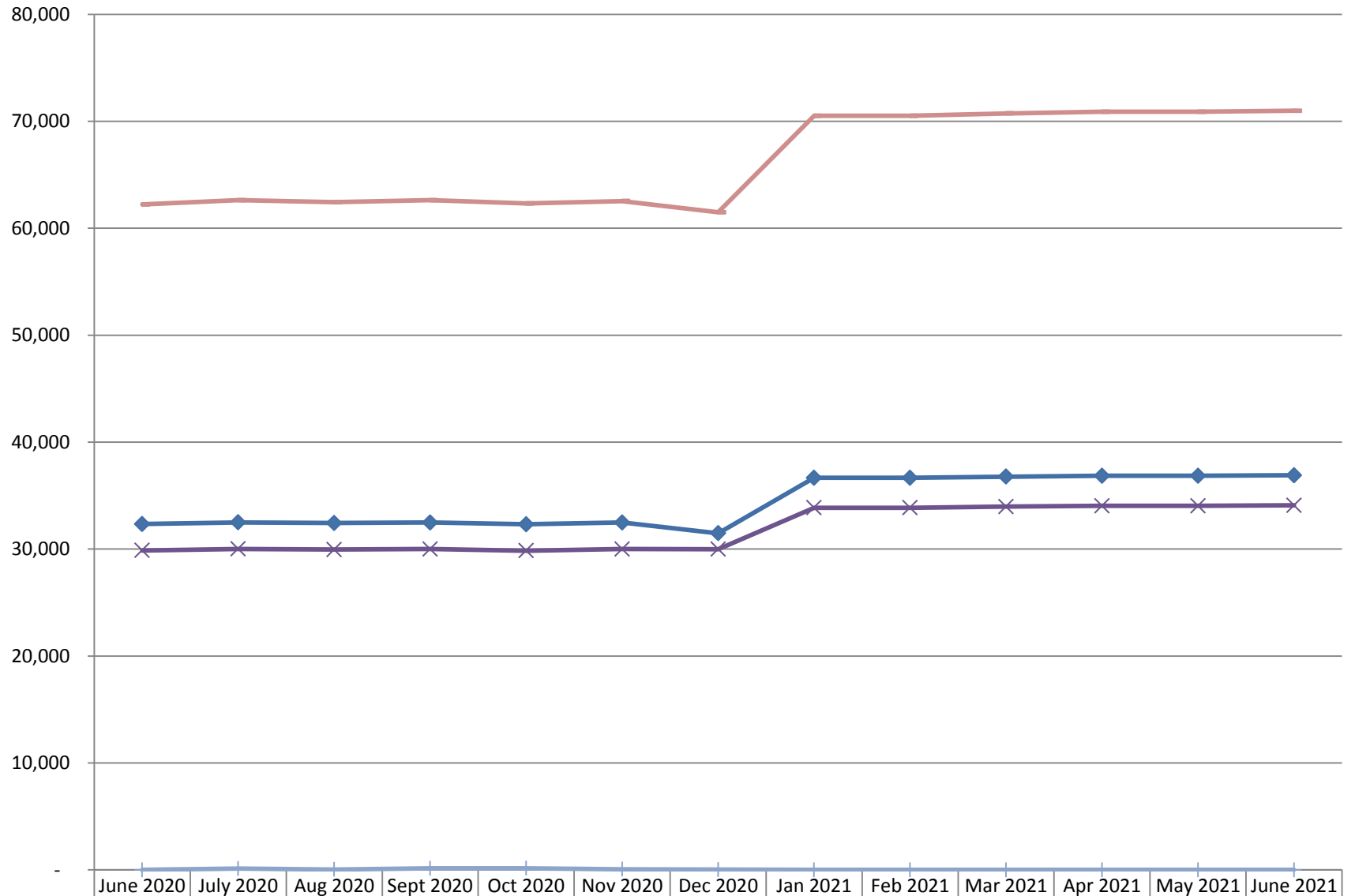
Respectfully Submitted By:

\_\_\_\_\_  
*Signature*

Stacy Swart, Secretary, Commissioner #3  
*Name and Title*

Approved at the Regular Meeting of the Board on: 6-17-2021

## Regular Utility Billing



	June 2020	July 2020	Aug 2020	Sept 2020	Oct 2020	Nov 2020	Dec 2020	Jan 2021	Feb 2021	Mar 2021	Apr 2021	May 2021	June 2021
Water Service	32,344	32,493	32,435	32,481	32,315	32,482	31,472	36,656	36,656	36,772	36,854	36,854	36,901
Sewer Service	29,875	30,013	29,958	30,001	29,848	30,001	29,992	33,862	33,862	33,968	34,043	34,043	34,088
Late/Misc. Fees	-	120	40	140	155	60	20	-	-	-	-	-	-
Total Charges	62,219	62,626	62,433	62,622	62,318	62,543	61,484	70,518	70,518	70,740	70,897	70,897	70,988

**HARTSTENE POINTE WATER-SEWER DISTRICT**  
**General Manager's Report**  
**June 11, 2021**

**Water Treatment and Distribution:**

All water main flushing was completed; it is next scheduled beginning week of 8/16/21.

We now have internet at both wells! Fiber had been brought to Well 4 previously, but had been awaiting connection. Lorenzo placed the necessary phone calls, tracked down what equipment was needed and installed it. Now the signal is being sent from Well 4 to Well 2, so we have internet access at both facilities.

Mont Jeffreys was able to offer his assistance to troubleshoot the backflow issue at Well 2.

**Wastewater Collection and Treatment:**

All has been going well at the WWTP, but there is an atmospheric river predicted for this weekend, so flows will definitely increase.

**Capital Improvements-2021:**

**Engineering Report:** There had been a question on the agreement from Century West, on line A-17. Commissioner Swart sent out emails regarding this.

**Moving Forward with 2021 CIP:**

We received shipment of the 200 new Kamstrup meters. The work of replacing old meters with these is ongoing.

In regards to Well 3 test pumping, I finally got a reply from a driller (the 4<sup>th</sup> one I tried). There are a few questions I couldn't answer, but I believe Steve Nelson from Century West will be able to help.

*Submitted by Jeff Palmer, General Manager*



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**772 Chesapeake Drive Shelton, WA 98584**  
**(360) 427-2413 • info@hpwatersewer.com**

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6/17/2021

## **Full-Time Apprentice/Trainee**

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Hartstene Pointe Water-Sewer District is seeking an energetic and enthusiastic Apprentice/Trainee who possesses a passion for personal growth and technical skills development. The ideal candidate will possess a positive attitude and willingness to learn by following examples and asking relevant questions. This individual must be self-motivated and have the ability to work independently or with a team. The majority of the work is performed outdoors in all types of weather conditions.

### **DUTIES**

**This role is responsible to perform the following duties:**

Under the supervision of trained and certified District staff, the Apprentice/Trainee will perform maintenance and repair work on wastewater and water system distribution and treatment facilities. Additionally, the Apprentice/Trainee will perform routine monitoring, sampling and reporting, meter reading, maintenance and repair of all field equipment, operate all equipment in a safe and efficient manner such as air compressor, mowers, weed trimmer, generator and vehicles. They will also perform regular, recurring and non-routine tasks to maintain water quality and service to the public and assist with cross connection control and monitoring program.

### **QUALIFICATIONS**

**The ideal candidate will possess the following qualifications:**

- Must be a problem solver with a “can do” attitude.
- Possesses the ability to receive and apply constructive criticism with a positive attitude.
- Must possess strong technical aptitude.
- Is proficient in the use of office equipment including personal computers and related software applications such as; MS Office suite.
- Proficient in the operation and maintenance of hand and power tools and specialized equipment.
- Has the ability to work effectively on several projects and/or sites with specific deadlines.
- Establishes and maintains cooperative and effective working relationships with others.
- Interacts with others utilizing tact, patience, and courtesy.
- Understands the basic requirements of health and safety as it relates to the environment they are working within.



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- Periodically performs strenuous physical activity.
- Must be able to routinely lift up to 70lbs and move up to 350lbs with a hand truck.
- Must be able to pass a drug test.
- Must be able to communicate effectively both verbally and in writing.
- Must be able to maintain accurate records
- Must possess strong customer service skills.
- Must live no more than 45 minutes from the District
- Possession of a valid Washington State Driver's License with a clean driving record.
- Possess willingness to obtain certification as a Washington State Water Distribution Manager 2, Cross Connection Control Specialist 1, Water Treatment Plant Operator 1 and Wastewater Treatment Plant Operator 2 within 3 years.
- High school diploma or GED.

### **PREFERRED EDUCATION AND EXPERIENCE**

- 2+ years experience in related field/utility
- 2 years of post-High school education
- 5+ years customer service experience

### **BENEFITS**

- Medical, Dental, Vision and Life Insurance
- Paid time off
- 9 Paid holidays and 2 personal holidays
- Strong emphasis on work/life balance
- All approved work related education and training will be paid for by the District

### **COMPENSATION**

**\$16-\$25/hr DOE**

*Hartstene Pointe Water Sewer District is an equal opportunity employer.*



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|||||

[REDACTED]  
[REDACTED]  
[REDACTED]

**June 17, 2021**

**RE: Acct. [REDACTED] Status**

Dear [REDACTED]:

Due to a recent audit of Hartstene Pointe Water-Sewer District customer accounts it has come to the attention of the District that your property at [REDACTED], Shelton WA 98584 has been under-billed for water and sewer services since construction on the home was completed. To the best extent, research evidenced no conclusive completion date of dwelling construction; however the District is satisfied that construction was completed by 2015, although likely earlier than that.

According to District Resolution 2013-06 (available on the District website or by request), "Residential' shall mean a residence designed or used for residential occupancy as a residential unit, such as a single family residence, apartment, or condominium. Residences under construction will be classified as a Connected Lot until the Mason County Building Department has approved the structure for occupancy, at which time the property's classification will change to Residential," and "Prepaid Connection Lot' shall mean all lots on which there is no residential structure, for which water and sewer connection fees had been pre-paid prior to 2009..." The property has been erroneously billed at a reduced rate despite receiving full services since 2015 and no longer qualifies as a Prepaid Connection Lot.

Hartstene Pointe Water-Sewer District is a special purpose utility district (municipal government) governing under RCW Title 57. As such, once an error like this is discovered, the District is required by law to correct the error by assessing the balance of the difference. Unfortunately, none of the balance can be waived as that would be considered a gift of public funds. No late fees will be assessed on the past due balance.

The difference between the full residential rates and pre-paid connection rates from 2015 to the present amount to \$ 5,312.52. The District recognizes that the balance owed is substantial and will accept a payment plan to spread out payment. You have sixty days from the date of this letter to contact the District to negotiate such a plan or to pay the full amount owed. If payment is not received or a payment plan is not agreed upon within that time, the District will be forced to place a lien on your property per District Resolution 2015-10. It is your right to consult an attorney regarding the assessment of the un-billed rates; however the District wishes to convey that such a consult occurred in





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2016 and both the District's attorney and the resident's attorney concluded that un-billed amounts must be paid in full, even if paid over time.

Attached is a worksheet detailing the difference between rates from 2015 to present.

Attached also is the District's proposed payment plan, which will spread the payments toward the full balance over the span of six (6) years.

Beginning July 2021, your account will be billed at the full residential rate, which at present is as follows:

Water Service:	81.40/month
Sewer Service:	75.25/month
<b>Total Monthly Bill:</b>	<b>156.65</b>

Please reach out to the District office to convey how you would like to proceed.

Sincerely,  
Hartstene Pointe Water-Sewer District Board of Commissioners

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*Earl Jim Anderson, President*

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*Stacy Swart, Secretary*

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*Andrew Hospador, Audit Commissioner*

Enclosures



# Hartstene Pointe Water-Sewer District

772 E Chesapeake Dr., Shelton, WA 98584-7015

(360) 427-2413 | acct@hpwatersewer.com

**Date: 6/17/2021**

Water/Sewer Utility Bill Comparison for Service Property:

<b>Date</b>	<b>Bill/Pymt</b>	<b>Prepaid Rate</b>	<b>Residential Rate</b>	<b>Difference</b>
	<i>January - June 2015</i>	\$ 138.00	\$ 336.00	\$ 198.00
	<i>July - December 2015</i>	\$ 240.00	\$ 570.00	\$ 330.00
	<i>January - December 2016</i>	\$ 540.00	\$ 1,296.00	\$ 756.00
	<i>January - December 2017</i>	\$ 549.60	\$ 1,319.52	\$ 769.92
	<i>January - December 2018</i>	\$ 597.00	\$ 1,434.60	\$ 837.60
	<i>January - December 2019</i>	\$ 643.20	\$ 1,545.00	\$ 901.80
	<i>January - December 2020</i>	\$ 693.00	\$ 1,663.80	\$ 970.80
1/1/2021	<i>January 2021 Bill</i>	\$ 65.25	\$ 156.65	\$ 91.40
2/1/2021	<i>February 2021 Bill</i>	\$ 65.25	\$ 156.65	\$ 91.40
3/1/2021	<i>March 2021 Bill</i>	\$ 65.25	\$ 156.65	\$ 91.40
4/1/2021	<i>April 2021 Bill</i>	\$ 65.25	\$ 156.65	\$ 91.40
5/1/2021	<i>May 2021 Bill</i>	\$ 65.25	\$ 156.65	\$ 91.40
6/1/2021	<i>June 2021 Bill</i>	\$ 65.25	\$ 156.65	\$ 91.40
<b>Total Difference:</b>				<b>\$ 5,312.52</b>



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## Past Due Account Payment Agreement Form

Service Address: [REDACTED]

PAST DUE AMOUNT: \$ 5,312.52

I/We (the undersigned), [REDACTED], hereby acknowledge and agree to the following:

- I agree to pay for water and sewer service rates billed monthly, plus
- A monthly partial payment on the past due amount owing in the amount of: \$ 5,312.52  
This monthly partial payment will be in the amount of at least \$ 73.79, projecting a final payment on the past due amount in six (6) years, or 72 months

The monthly water and sewer bill for service at the above-referenced service address, as well my payment on the past due balance, will be paid via ACH automatic payment on the 20<sup>th</sup> day of each billing month. I agree to maintain the payment method on file current with the District for automatic payment.

I understand the following procedures shall govern the allocation of this payment plan:

- Payment will first be applied to the current water and sewer bills
- The remaining payment amount will be applied to the past due amount owing in the following order:
  1. Late or miscellaneous fees on the account
  2. Sewer fees
  3. Water fees

I understand the District will allow water service to continue at the above-referenced service address and will suspend late fees as long as payments are made in accordance with this agreement. I understand if payment in accordance with the terms of this arrangement is not made, this agreement is nullified and the District will discontinue service and charge late fees per District Resolution 2015-10.

By signing this agreement and allowing partial payments to be made on the past due balance for the above-referenced service address, Hartstene Pointe Water-Sewer District does not waive its right to collect payment in full at any time.

[REDACTED]

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Jeffery Palmer, General Manager*

\_\_\_\_\_  
*Date*

# AGREEMENT AND AUTHORIZATION FOR ENGINEERING CONSULTING SERVICES



By this Agreement, effective June \_\_\_\_\_, 2021, **Hartstene Pointe Water/Sewer District** (Client) authorizes **Century West Engineering Corporation** (Engineer) to carry out and complete the Scope of Services in consideration of the mutual covenants set forth in this Agreement, the *ENGINEERING CONSULTING TERMS AND CONDITIONS*, and the following additional attachments: N/A

**Project:** Hartstene Pointe PER & ER

**Project No.:** 350220.001.01

**Scope of Services:** **PART 1 – BASIC SERVICES**

## A1.01 *(Task 1000) Study and Report Phase*

### A. Engineer shall:

1. Preliminary Engineering Report (PER) shall conform to the requirements of RUS Bulletin 1780-2.
2. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
  - a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: None
  - b. In addition, Engineer must identify, study, and evaluate multiple potential alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree with Agency concurrence that only one feasible solution exists. The number of alternative solutions should be appropriate to the specific project as concurred in by the Agency.
3. Identify potential solution(s) to meet Owner's Project requirements, as needed.
4. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
5. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
6. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.
7. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.

8. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.
  9. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs. The Report mentioned in Exhibit A to the Agreement is the Preliminary Engineering Report as defined in RUS Bulletin 1780-2. This document must meet customary professional standards as required by 7 CFR 1780.55. The Report must be concurred in by the Agency.
  10. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
  11. When mutually agreed and approved by the Agency, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."
  12. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
  13. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
  14. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
  15. Perform or provide the following other Study and Report Phase tasks or deliverables: Provide an Environmental Report as defined at 7 CFR 1970 or other Agency approved format. The Environmental Report must be concurred in by the Agency.
  16. Furnish 2 review copies of the Report and any other Study and Report Phase deliverables to Owner within 120 days of the Effective Date and review it with Owner. Within 7 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
  17. Revise the Report and any other Study and Report Phase deliverables in response to Owner's and Agency's comments, as appropriate, and furnish three (3) written copies and one (1) electronic copy of the revised Report and any other Study and Report Phase deliverables to the Owner within 7 days of receipt of Owner's comments.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.
- C. A Cultural Resource Survey will not be a part of this project.

A1.02 *Completion Date*

A. The termination date of this contract shall be 12/31/2022.

**Opinion of Probable Cost:**

Lump Sum - \$30,000

**Hartstene Pointe Water/Sewer District**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Century West Engineering Corporation**

By:  \_\_\_\_\_

Matt Morkert  
Title: Vice President

Date: 6-9-21

## ENGINEERING CONSULTING ♦ TERMS AND CONDITIONS

**1. SERVICES:** Engineer agrees to perform the Scope of Services (Services) under the following terms and conditions. Additional Services will be provided only by written amendment to this Agreement.

**2. TIMES OF PAYMENTS:** Engineer will submit invoices on a monthly basis for the unbilled portion of Services actually completed. Client will pay the invoice within 30 days of the invoice date. Accounts remaining unpaid after said 30 days will be considered delinquent and assessed a late payment charge (currently at the rate of 1 1/2% per month) calculated each month from the date of the invoice. Engineer reserves the right to suspend all Services until account delinquencies have been remedied.

**3. OPINIONS OF COST:** Because Engineer has no control over the cost of labor, materials, equipment or Services furnished by others, or over contractors' methods of determining prices, or other competitive bidding or market conditions, any cost estimates provided by Engineer will be made on the basis of experience and judgment. Engineer cannot and does not guarantee that proposals, bids or actual Project construction costs will not vary from opinions of probable costs prepared by Engineer.

**4. CLIENT-PROVIDED INFORMATION:** Client will make available to Engineer, all information readily available to Client regarding existing and proposed conditions of the site which will aid Engineer in its performance of Services. Engineer shall be entitled to rely, without further inquiry or investigation, on all information furnished to Engineer by Client. Client agrees to advise Engineer of any hazardous substances or any condition existing in, on or near the site presenting a potential danger to human health, the environment, or equipment. Client will immediately transmit to Engineer any new information which becomes available to Client which may have a bearing on Engineer's performance of Services or which relates to information Engineer has requested from Client. If any hazards, not disclosed to Engineer, are discovered after the Services are undertaken, Client and Engineer agree that the Scope of Services, time schedule and rate schedule shall be modified accordingly.

**5. STANDARD OF PERFORMANCE:** Engineer represents that Services will be performed within the limits prescribed by Client, and that its findings, recommendations, specifications and/or professional advice provided hereunder will be prepared and presented in a manner consistent with the level of care and skill ordinarily exercised by other professionals under similar circumstances at the time the Services are performed.

**6. ACCESS, APPROVALS, PERMITS:** Client shall arrange for access to and make all provisions for Engineer to enter onto public and private property as required for Engineer to perform the Services. Unless otherwise agreed, Client will be solely responsible for applying for and obtaining such permits and approvals as may be necessary for Engineer to perform the Services.

**7. REUSE OF DOCUMENTS:** All documents, including computer files, drawings and specifications, prepared by Engineer pursuant to this Agreement shall remain the property of Engineer and are instruments of service with respect to the Project. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Services provided for the Project under this Agreement or on

any other project. Any reuse without written authorization, certification or adaptation by Engineer for the specific purpose intended will be at Client's sole risk and without liability to Engineer.

**8. ASBESTOS/PCBs:** All asbestos/PCB related Services are excluded from Engineer's Scope of Services. Client shall notify Engineer at the start of the Project if the presence of asbestos/PCBs on the project is suspected. If asbestos/PCBs are suspected or encountered, Engineer will stop its own work to permit proper testing and evaluation. If requested as an additional Service, Engineer will assist Client in contacting regulatory agencies and/or identifying appropriate testing laboratories.

**9. SUBMITTAL REVIEW:** Review by Engineer of submittals by contractor is only for general conformance with the design concept of the Project and general compliance with the information given in the Contract Documents. The review does not affect the contractor's responsibility to perform all contract requirements with no change in contract price or time. Any action taken by the Engineer is subject to the requirements of the plans, specifications and other Contract Documents. Client shall indemnify Engineer against any claim by any contractor based on the review.

**10. ENGINEER AT CONSTRUCTION SITE:** The presence or duties of Engineer's personnel at the construction site, whether as on-site representatives or otherwise, do not make Engineer or its personnel in any way responsible for those duties that belong to the Owner and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties and responsibilities, including but not limited to, all construction methods, means, techniques, sequences and procedures necessary for coordinating and completing all portions of the construction work in accordance with the Contract Documents and any health or safety precautions required by such construction work. Engineer and its personnel have no authority to exercise control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Engineer's own personnel.

#### **11. INDEMNIFICATION AND INSURANCE:**

**(a)** Client agrees to indemnify, hold harmless and defend Engineer, its directors, officers, agents and employees, from and against any and all liabilities, claims, penalties, forfeitures, suits and the cost and expenses incidental thereto, including but not limited to reasonable attorney fees, which Engineer may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of governmental laws, regulations or orders caused by (1) Client's breach of any term or provision of this Agreement; (2) Client's negligent or wrongful act or omission in the performance of this Agreement; or (3) Client's generation, storage or release of waste products including hazardous waste..

**(b)** Engineer agrees to indemnify, hold harmless and defend Client, its directors, officers, agents and employees, from and against any and all liabilities, claims, penalties, forfeitures, suits and the cost and expenses incidental thereto, including but not limited to reasonable attorney fees, which Client may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of governmental laws, regulations or orders caused by Engineer's (1) breach of any term or provision of this Agreement; or (2) any negligent or wrongful act or omission in the performance of this Agreement.

**(c)** In the event any claim arises as a result of the concurrent negligence of Engineer and Client, liability will be determined on the basis of the doctrine of comparative negligence. Each party shall promptly notify the other party, in writing, of any threatened or actual claim, action, or proceeding. Engineer and Client shall jointly control the defense.

**(d)** Notwithstanding any other provision contained in this Agreement, neither party shall be liable to the other party for any indirect, incidental, special or consequential damages of any kind, including without limitation, lost profits or loss of use, regardless of the cause, including negligence.

**(e)** Upon request, Engineer will provide Client with Certificates of Insurance for Workers Compensation, General, Auto and Professional Liability coverage. Client agrees to maintain, during the performance of Services, general liability and automobile liability insurance in the amount of one million dollars (\$1,000,000).

**12. LIMITED LIABILITY:** Client agrees that Engineer's liability to Client, contractors, subcontractors, and their agents, employees and consultants, and to all other third parties which may arise from or be due directly or indirectly to the negligent acts, errors and/or omissions of engineer, its agents, employees or consultants shall be limited to a continued aggregate not to exceed \$100,000 or the total amount paid in fees to Engineer, whichever is greater.

**13. TERMINATION:** Either party may terminate this Agreement upon thirty (30) days written notice to the other. Either party may terminate this Agreement immediately in the event of a material breach by the other party to perform in accordance with the terms hereof but only if said breach is through no fault of the terminating party and said breach is not corrected before the date of termination. If this Agreement terminates for Force Majeure, Client shall pay Engineer for all Services authorized and performed prior to the termination date including, if applicable, a prorated lump sum fee.

**14. SUCCESSORS AND ASSIGNS:** Neither Engineer nor Client may assign this Agreement without the prior written consent of the other. Engineer may, however, employ any other party or entity it deems necessary or proper for any part of the Services required to be performed by Engineer under the terms of this Agreement. The covenants, conditions and terms of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

#### **15. MISCELLANEOUS:**

**(a)** This Agreement shall be governed by the laws of the State of Washington.

**(b)** Any claim brought by Client against Engineer must be brought no later than two years after the date of substantial completion of the Services hereunder or the expiration of the appropriate statute of limitations, whichever is earlier.

**(c)** In the event this Agreement should be referred to an attorney at law or agent for collection, Client agrees to pay such reasonable attorney's or agent's fees and costs as Engineer may incur to any attorney or agent in such collection even if no action is instituted. In the event an action is instituted to enforce any of the terms or conditions of this Agreement, the losing party shall pay to the prevailing party, in addition to the costs and disbursements allowed by statutes, such sum as the court may adjudge reasonable as attorney's fees in such action, in both trial and appellate courts.

**(d)** No waiver by either party of any provision of this Agreement shall be construed or deemed to be a waiver of (a) any other provision of this Agreement or (b) a subsequent breach of the same provision, unless such waiver be so expressed in writing and signed by the party to be bound.

**(e)** The terms and conditions of this Agreement contain a series of separate agreements. If in any proceeding a court or arbitrator shall refuse to enforce any of the separate agreements, any unenforceable agreement shall be deemed reduced or eliminated from the terms and conditions for the purpose of such proceeding, but only to the extent necessary to permit the remaining agreements to be enforced in such proceeding.

**(f)** This Agreement constitutes the entire agreement between Client and Engineer regarding the Services and supersedes all prior or contemporaneous oral or written representations or agreements. This Agreement shall not be modified except by a written document signed by both parties.





**Hartstene Pointe Water-Sewer District**  
**772 Chesapeake Drive Shelton, WA 98584**  
**(360) 427-2413 • [info@hpwatersewer.com](mailto:info@hpwatersewer.com)**

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## **Identified Unmetered Locations**

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1. Stand Pipe near HPMA Front Gate
2. North Beach Facilities
3. South Beach Restrooms
4. Marina Restrooms
  - a. (Marina Kitchen and Docks *are* metered)
5. Two Residential Lots