### HARTSTENE POINTE WATER-SEWER DISTRICT REGULAR MEETING

#### **District Office**

772 Chesapeake Dr., Shelton, WA 98584 September 22, 2016 1:00 P.M.

#### **AGENDA**

- 1. Call to Order
- 2. Roll Call
- 3. Subscriber Remarks
- 4. Correspondence
  - FROM: Polly Barber RE: 128 Barnacle Blvd, past due account
  - FROM: Department of Health RE: Drinking Water State Revolving Fund Loan Increase Approval
- 5. Present Agenda
- 6. Minutes

#### **REPORTS:**

- 7. Commissioner Reports
- 8. Financial/Administrative Report:
  - Bills to Be Authorized:
    - o Voucher 2016-27
    - o Voucher CP 43
  - Billing Report
  - Upcoming Training Opportunities
- 9. Manager's Report

#### **BUSINESS:**

- 10. Well 1R Drilling and Testing Contract, Tacoma Pump & Drilling
- 11. Pressure Reducing Valve Replacement Contract, Pape & Sons
- 12. Effluent Pump Rebuild Quote, Grundfos
- 13. Wastewater Treatment Plant Operator Cell Phone
- 14. Project Schedule Review
- 15. Technical Library



Miceal Carnahan <micealcarnahan@gmail.com>

#### Hartstene Pointe Loan Contract # DM12-952-126

Cherry, Janet G (DOH) < Janet. Cherry @doh.wa.gov>

Tue, Sep 13, 2016 at 11:06 AM

To: mont JEFFREYS <gm@hpwatersewer.com>, Miceal Carnahan <acct@hpwatersewer.com>

Cc: "Copeland, Mike (DOH)" <mike.copeland@doh.wa.gov>, "Dunn, Connie (DOH)" <Connie.Dunn@doh.wa.gov>,

"Brockmann, Cathy (COM)" <cathy.brockmann@commerce.wa.gov>, "Chavez, Cindy (COM)"

<cindy.chavez@commerce.wa.gov>, "Hinckle, Jeff (COM)" <jeff.hinckle@commerce.wa.gov>, "Clark, Susan P (DOH)"

<susan.clark@doh.wa.gov>

Hi Mont-

Your request for additional funding to complete the treatment plant project has been approved by the Public Works Board. Department of Commerce will be amending your existing loan for an additional \$192,420. You should be receiving a revised loan contract within three weeks.

Please let me know if you have additional questions.

Janet Cherry, PE

Drinking Water State Revolving Fund Program

Department of Health

PO Box 47822

Olympia, WA 98504-7822

Phone: 360-236-3153

FAX: 360-236-2252

**From:** mont JEFFREYS [mailto:gm@hpwatersewer.com]

**Sent:** Tuesday, August 09, 2016 12:44 PM **To:** Cherry, Janet G (DOH); Miceal Carnahan

**Subject:** Hartstene Pointe Loan Contract # DM12-952-126

Ms. Cherry,

[Quoted text hidden]



#### HARTSTENE POINTE WATER-SEWER DISTRICT REGULAR MEETING of the BOARD OF COMMISSIONERS September 8, 2016

District Office 772 Chesapeake Dr., Shelton, WA 98584

#### **MINUTES**

**PRESENT:** President M.A. Cary, Secretary A. Hospador, Commissioner D. McNabb, Accounting and Administrative Services Manager (AAS) M. Carnahan, General Manager (GM) M. Jeffreys.

CALL TO ORDER: The meeting was called to order at 2:00 pm.

SUBSCRIBER REMARKS: No subscribers present.

#### **CORRESPONDENCE:**

• FROM: Department of Ecology RE: June DMR late, missing calculations and Quarterly Report has not been submitted. GM reported that these oversights occurred during the transition between Wastewater Treatment Plant Operators (WWTPO). The June DMR has been corrected and submitted and WWTPO is working on the quarterly report.

PRESENT AGENDA: The agenda for the September 8, 2016 regular meeting was presented. Commissioner McNabb moved to remove Well 1R Drilling and Testing Contract from the agenda and approve the agenda as amended.

MINUTES: The minutes for the August 25, 2016 regular meeting were presented. Commissioner McNabb moved to approve the minutes as presented. Commissioner Hospador seconded. Hearing no objections, the minutes were approved.

#### **REPORTS:**

#### **Commissioner Reports:**

• Commissioner Cary reported on an article she read regarding the new billing software system for Seattle Utilities, which is currently \$34 million over the bid.

#### **Financial/Administrative Report:**

• Bills to Be Authorized: Voucher 2016-26, in the amount of \$23,040.02, was presented. Commissioner Hospador moved to approve the voucher. Commissioner McNabb seconded. Hearing 3 aye votes and 0 nay votes, the voucher was approved.

**Manager's Report:** A written report was presented (attached).

#### **BUSINESS:**

Water Treatment Improvements Notice to Proceed, Pre-Construction Conference: Notice to Proceed date is September 12, 2016. The Pre-Construction Conference is scheduled for September 19, 2016.

**Purchasing Manual Adoption, Resolution:** Resolution 2016-03 Adopting a Purchasing Manual Establishing Standard Purchasing Guidelines, Policies, and Practices was presented. **Commissioner McNabb moved to adopt Resolution 2016-03. Commissioner Hospador seconded. Hearing no objections, Resolution 2016-03 was adopted.** 

Wastewater Treatment Plant Operator Cell Phone: The WWTPO receives wastewater plant alarms on his personal phone and has inquired about getting a District-issued phone. The District's Verizon account manager has not yet responded to the District's request for pricing. Discussion was tabled.

**Conference Reports:** Commissioners and managers gave reports on information gathered at the Evergreen Rural Water of Washington Conference and the Infrastructure Replacement Planning seminar attended August 30th through September 1st.

**Emergency Management/FEMA Training Attendees:** There was further discussion regarding who should represent the District. It was decided that President Cary and Commissioner Hospador would both attend, as originally authorized.

Customer Education: Further customer outreach and education efforts were discussed.

Meeting was adjourned at 4:15 pm.

Respectfully Submitted By:
Andrew Hospador, Secretary
Approved at the Regular Meeting of the Board on:



### **Utilities Trial Balance**

## Hartstene Pointe Water-Sewer District 07/01/2016 To 08/31/2016

		Beginning			Ending A/R
Utility		A/R Balance	Receipts	Billing	Balance
Water	Basic	6,990.26	52,465.35	52,458.57	6,983.48
	Other	2,583.84	2,185.00	210.00	608.84
	Late Fees	11,580.03	351.51	583.93	11,812.45
		21,154.13	55,001.86	53,252.50	19,404.77
Sewer	Basic	8,098.01	44,615.88	43,608.48	7,090.61
	Other	2,650.00	2,650.00	_	-
	Late Fees	2,674.47	185.01	527.40	3,016.86
		13,422.48	47,450.89	44,135.88	10,107.47
Totals		34,576.61	102,452.75	97,388.38	29,512.24





#### PAST DUE ACCOUNTS

Harstene Point WSD

MCAG#:

Time: 16:24:06 Date: 09/20/2016

Page: 1

Account	Name	Service Address	Balance	Current	30	60	90 +
86	BANK OF AMERICA	128 E BARNACLE BLV	17,057.80	546.60	546.60	546.60	15,418.00
101	BERNARD SHULTS, ESTATE OF	317 E POINTES DR EA	453.60	237.60	216.00		
620	GROGAN, JEANETTE	666 E PORTAGE RD	453.60	237.60	216.00		
622	HANSON/WHITE, WESLEY/DAI	427 E POINTES DR EA	453.60	237.60	216.00		
164	MCDONNELL/ROBERTS, JEFFR	620 E POINTES DR WI	453.60	237.60	216.00		
322	MCEVOY/RIDLEY	439 E POINTES DR EA	480.00	240.00	240.00		
225	OTTELE, STEPHAN E.	714 E PROMONTORY	435.56	235.96	199.60		
148	PERRY, EARNEST	688 E PORTAGE RD	1,618.00	216.00	76.00	76.00	1,250.00
26	RILEY, COLLEEN	719 E PROMONTORY	372.39	237.49	134.90		
73	SPENCE/WEST, MICHAEL/KAR	152 E BARNACLE BLV	414.44	234.04	180.40		
85	TALAKAI, PETELO	126 E BARNACLE BLV	288.69	107.31	98.31	83.07	
			22,481.28	2,767.80	2,339.81	705.67	16,668.00
		11	2,043.75	251.62	212.71	64.15	1,515.27

#### **MEMORANDUM**

TO:

BOARD OF COMMISSIONERS

FROM:

MICEAL CARNAHAN, ACCOUNTING AND ADMINISTRATIVE SERVICES MANAGER

SUBJECT:

UPCOMING TRAINING OPPORTUNITIES

DATE:

SEPTEMBER 20, 2016

CC:

MONT JEFFREYS, GENERAL MANAGER

There are three upcoming training/information sessions that I believe would be of value to the District for me to attend:

- 1. Budgeting and Reporting System (BARS) Roundtable, presented by the State Auditor's Office
  - a. When: October 11th from 9:00 am to 12:00 pm
  - b. Location: State Auditor's Office, Olympia
  - c. Cost: \$0 for registration; \$120 for AAS time; \$25.92 for mileage
  - d. Description: "We value your opinions. Therefore, back by popular demand, we are offering free three-hour roundtable discussions across the state on our budget, accounting and reporting systems (BARS). The objective is to listen to your feedback and suggestions and to make changes that we all will benefit from in the BARS. We also will discuss the progress for last year's recommendations, topics such as upcoming changes in BARS (including online filing), the new Financial Intelligence Tool (FIT), upcoming GASB's, and introduce some new resources available to you."
- 2. Open Government presented by the Washington State Archives
  - a. When: November 28 from 1:00 pm to 4:00 pm
  - b. Location: Labor and Industries, Tumwater
  - c. Cost: \$0 for registration; \$120 for AAS time; \$29.16 for mileage
  - d. Description: "This 3 hour joint session presented by Washington State Archives and the Office of the Attorney General is an overview of the rules and requirements of: Records Retention and Management (RCW 40.14) Open Public Meetings (RCW 42.30 and 42.32) Public Records Act (RCW 42.56) and covers best practices, tips and strategies, and updates to recent court cases and legislation. This session fulfills all of the requirements of the Open Government Training Act (ESB 5964)"
- 3. Purchasing and Contracting Workshop presented by Municipal Research and Services Center
  - a. When: April 25-26, 2017 from 8:30 am to 4:00 pm each day
  - b. Location: Mason County Public Works Building, Shelton
  - c. Cost: \$90.00; \$480 for AAS time; \$3.89 for mileage
  - d. Description: "The first day of each workshop will be on purchasing and the second day on public works contracting. Each day will be eligible for 4 hours of Contract Administration Education Committee (CAEC) credit. Presenters will be MRSC Public Works Consultant John Carpita and seasoned purchasing or contracting experts from local agencies. Attendees can attend either both days or only one day, depending on their interests."

I request that the Board authorize my attendance and the associated expenses for these sessions.



#### Small Public Works Contract

THIS A	GREEMENT i	is made th	nis day o	of			,,	between Harts	stene
Pointe	Water-Sewer	District	("District"	01	"Owner"),	a	municipal	corporation,	and
TREO	na Puraf + D	hilling	Co., In	C .	("Con	itrac	ctor").		

In consideration of the terms and conditions contained in this Contract and attached to it, the parties agree as follows:

- 1. <u>Project.</u> The Contractor shall do all work and furnish all tools, materials, and equipment for the District's public works project known as Hartstene Pointe Water-Sewer District Well 1R Drilling and Testing ("Project") in accordance with and as described in the following documents: Appendix B, Well 1R Drilling and Testing Requirements and the Cost Estimate Form, which are by this reference incorporated in this Contract.
- 2. <u>District Agreement.</u> The District employs the Contractor to provide the materials and to do and cause to be done the Project work described above, and to complete and finish the work according to the attached plans and specifications, if any, and the terms and conditions of this Contract, and agrees to pay for the work at the time, in the manner, and upon the conditions provided for in this Contract.
- 3. <u>Contractor Agreement</u>. The Contractor agrees to fully perform the work upon all terms and conditions as contained in this Contract. The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Project provided for in this Contract, except those that are mentioned in the specifications to be furnished by the District.
- 4. Completion Deadline/Liquidated Damages. The Project must be commenced no later than 38 days from the date of mailing of the notice to proceed to the Contractor and must be finished within 400 days of the date of the mailing. If the Project is not completed within that time period, because of difficulty in computing the actual damages to the District arising from any delay in completing this Agreement, it is determined in advance and agreed by the parties that the Contractor shall pay the District the amount of \$500.00 per calendar day that the work remains uncompleted after expiration of the specified time for completion. The parties agree that this amount represents a reasonable forecast of the actual damages which the District will suffer by failure of the Contractor to complete the work within the agreed time period. The execution of this Agreement shall constitute acknowledgement by the Contractor that the Contractor has ascertained and agrees that the District will actually suffer damages in the above amount for each day during which the completion of the work is avoidably delayed beyond the agreed completion date.
- 5. <u>Contractor Guarantee.</u> The Contractor shall guarantee the materials and work for a period of one year after completion of this Contract.



- 6. Project Cost. The amount of the Project Contract is:
  - a. For a 10-inch Screen and Natural Completion (options 6a and 7a): \$67,420.00, plus Washington State sales tax of \$5,730.70, for a total amount of \$73,150.70; or
  - b. For a 6-inch Screen and Filter Pack (options 6b and 7b, per the Cost Estimate Form): \$67,580.00, plus Washington State sales tax of \$5,744.30, for a total amount of \$73,324.30.
- 7. Payment Terms. The District shall pay the Contractor on the following terms:
  - a. Submittal and Processing of Payments: Contractor shall submit Applications for Payment for approval by the District. Payment shall be considered timely if made within 60 days of receipt of the Application for Payment.
  - b. Progress Payments; Retainage: The District shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the first day of each month during performance of the Work as provided in Section 7.b.i below.
    - i. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as the District may withhold, including but not limited to liquidated damages, in accordance with Section 4 of this Contract.
      - 1. If this Contract is for \$35,000 or more: 95 percent of Work completed (with the balance being retainage); or
      - 2. If this Contract is for less than \$35,000: 50 percent of Work completed (with the balance held as retainage in lieu of performance bond).
    - ii. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to:
      - 1. 95 percent of the Work completed, if this contract is for \$35,000 or more: or
      - 2. 50 percent of the Work completed, if this contract is for less than \$35,000.
  - c. Final Payment: Upon final completion and final acceptance of the Work, in accordance with RCW 60.28, the District shall pay the remainder of the Contract Price, less any claim or lien amounts.
- 8. Prevailing Wages. The Contractor shall pay prevailing wages and shall comply with RCW 39.12 and RCW 49.28. Current prevailing wage rates may be found at <a href="http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/">http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/</a>. Intent to Pay Prevailing Wages must be submitted to and approved by the Department of Labor and Industries before the Project may begin and before any payment shall be made to the Contractor. Prevailing Wages and prevailing wage rates for the Project must be posted for the benefit of workers. At the conclusion of the Project, the Contractor and its subcontractors shall



- submit Affidavits of Wages Paid to the Department of Labor and Industries for certification by the director. Final payment on the Contract shall be withheld until certification by the director has been received by the District that the prevailing wage requirements of the law have been satisfied.
- 9. <u>Bond:</u> Contractor shall provide a performance and payment bond to the District in accordance with RCW 39.08.010. If this Contract is for less than \$35,000, Contractor authorizes the District, in lieu of the bond, to retain 50% of the contract amount in accordance with RCW 39.08.010.

#### 10. Insurance.

- a. The contractor shall obtain and keep in force during the term of the contract, Commercial General Liability insurance policies with insurance companies which have an A.M. Best's rating of A: VII or better and who are approved by the Insurance Commissioner of the State of Washington pursuant to Title 48 RCW.
- b. Prior to the execution of the contract, the contractor shall purchase and maintain during the term of this project a Commercial General Liability insurance policy meeting the requirements set forth herein. The contractor shall file with the district either a certified copy of all policies with endorsements attached, or a certificate of insurance with endorsements attached as are necessary to comply with these specifications. Failure of the contractor to fully comply with the requirements regarding insurance will be considered a material breach of contract and shall be cause for immediate termination of the contract and of any and all district obligations, regarding same.
- c. The contractor shall not begin work under the contract or under any special condition until all required insurances have been obtained and until such insurances have been approved by the district. The insurance shall provide coverage for the contractor, the contractor's subcontractors and the district. The coverage so provided shall protect against claims from bodily injuries, including accidental death, as well as claims for property damage which may arise from any act or omission of the contractor, the contractor's subcontractors, or by anyone directly or indirectly employed by either of them.
- d. The insurance policies shall specifically name the district, its elected and appointed officials, officers, employees, agents and volunteers as insureds with regards to damages and defense of claims arising from: (a) activities performed by or on behalf of the contractor; (b) products and completed operations of the contractor, and (c) premises owned, leased or used by the contractor. The insurance shall be maintained in full force and effect at the contractor's expense throughout the term of the contract.
- e. The district shall be given at least 30 written notice of cancellation, nonrenewal, material reduction or modification of coverage. Such notice shall be by certified mail to the district.

- f. The coverages provided by the contractor's insurance policies shall be primary to any insurance maintained by the district, except as respects losses attributable to the sole negligence of the district. Any insurance that might cover this contract which are maintained by the district shall be in excess of the contractor's insurance and shall not contribute with the contractor's insurances.
- g. The contractor's insurance policies shall protect each insured in the same manner as though a separate policy had been issued to each. The inclusion of more than one insured shall not affect the rights of any insured as respects any claim, suit or judgment made or brought by or for any other insured or by or for any employee of any other insured. However this provision shall not increase the limits of the insurer's liability.
- h. The General Aggregate provision of the contractor's insurance policies shall be amended to show that the General Aggregate Limit of the policies applies separately to this project.
- i. The contractor's insurance policies shall not contain deductibles or self-insured retentions in excess of \$10,000 unless approved by the district.
- j. The contractor's insurance policies shall contain a provision that the district has no obligation to report events which might give rise to a claim until a claim has been filed with the district's Board of Commissioners.
- k. Types and Limits of Insurance Required:

#### i. Commercial General Liability

- \$1,000,000 each occurrence Bodily Injury and Property Damage liability
- \$2,000,000 annual aggregate
- Employees and volunteers as Additional Insureds
- Premises and operations
- Broad form property damage including underground, explosion and collapse hazards (XCU)
- Products completed operations
- Blanket contractual
- Subcontractors
- Personal injury with employee exclusion deleted
- Employers liability (Stop gap)

#### ii. Automobile Liability

- \$1,000,000 per accident bodily injury and property damage liability, including:
  - o Any owned automobile
  - Hired automobiles
  - Non-owned automobile

#### iii. Umbrella Liability

- \$2,000,000 per occurrence
- \$2,000,000 aggregate
- 1. As an alternative to the above indicated Commercial General Liability and Umbrella Liability insurance policies the contractor may provide the district with an Owners and Contractors Protective (OCP) policy with a limit of coverage of \$5,000,000. If the contractor provides an OCP policy, the contractor shall additionally provide the district with evidence that the contractor's Commercial General Liability policy has been endorsed adding the district, its elected and appointed officials, officers, employees, agents and volunteers as insureds for at least products completed operations coverage.
- m. Providing of coverages in the stated amounts shall not be construed to relieve the contractor from liability in excess of such limits.
- n. The contractor shall have its insurance agent/representative complete the Insurance Coverage Questionnaire contained in Appendix A and attach it to the certificate of insurance for District's approval.
- o. The contractor shall maintain Workers Compensation insurance and/or Longshore and Harbor Workers insurance (or Jones Act coverage for all employees eligible for same) as required by state or federal statute for all of the contractor's employees to be engaged in work on the project under this contract and, in case any such work is sublet, the contractor shall require the subcontractor similarly to provide workers compensation insurance and/or longshore and harbor workers insurance (or Jones Act coverage) for all of the subcontractor's employees to be engaged in such work. The contractor's Department of Labor & Industries account number shall be noted on the certificate of insurance. In the event any class of employees engaged in the work under this contract is not covered under Workers Compensation insurance or Longshore and Harbor Workers insurance (or Jones Act coverage) as required by state and federal statute, the contractor shall maintain and cause each subcontractor to maintain, Employers Liability insurance for limits of at least \$1,000,000 for each employee for disease or accident, and shall furnish the district with satisfactory evidence of such.
- p. The Contractor shall be solely and completely responsible for safety and safety conditions on the job site, including the safety of all persons and property during performance of the work. The services of District staff or the engineer's personnel in conducting construction review of the contractor's performance is not intended to include review of the adequacy of the contractor's work methods, equipment, bracing, scaffolding, or trenching, or safety measures in, on, or near the construction site. The Contractor shall provide safe access for the district and its inspectors to adequately inspect the quality of work and the conformance with project specifications.



- q. The Contractor shall be solely and completely responsible to perform all work and furnish all materials in strict compliance with all applicable state, city, county and federal laws, regulations, ordinances, orders and codes. The Contractor's attention is directed to the requirements of the Washington Industrial Safety and Health Act (WISHA), Chapter 49.17 RCW.
- r. The District will make no progress payments until the contractor has fully complied with this section. This remedy is not exclusive and the District may take such other action as is available under other provisions of this contract, or otherwise in law.
- s. The contractual coverage of the Contractor's policy shall be sufficiently broad enough to insure the provisions of the HOLD HARMLESS AND INDEMNIFICATION AGREEMENT of this contract.
- t. Nothing contained in these insurance requirements shall be construed as limiting the extent of the contractor's responsibility for payment of damages resulting from the contractor's operations under this contract.

#### 11. Hold Harmless and Indemnification Agreement.

- a. Contractor shall defend, indemnify and hold harmless the District, its elected and appointed officers, officials, employees, agents and volunteers from and against any and every claim and risk and all losses, damages, demands, suits, judgments and attorney fees, and other expenses of any kind, on account of injury to or death of any and all persons and/or on account of all property damage of any kind, whether tangible or intangible, including loss of use resulting therefrom, in connection with the work performed under this contract, or caused or occasioned in whole or in part by reason of the presence of the Contractor or its subcontractors, or their property, employees or agents, upon or in proximity to the property of the District, or any other property upon which the Contractor is performing any work called for or in connection with this contract, except only for those losses resulting solely from the negligence of the District, its officers, officials, employees and agents.
- b. Should a court of competent jurisdiction determine that this Hold Harmless and Indemnification Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the District, its officials, officers, employees and agents, the Contractor's liability hereunder shall be only to the extent of the contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor's waiver of immunity under industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

- c. If a lawsuit arises in respect to this Hold Harmless and Indemnification Agreement, the Contractor shall appear and defend that lawsuit at its own cost and expense, and if judgment is rendered or settlement made requiring payment of damages by the District, its elected or appointed officers, officials, employees, agents and volunteers, the Contractor shall pay the same.
- 12. <u>Trench Safety Systems.</u> All trenches shall be provided with adequate safety systems as required by RCW 49.17.

OWNER:	CONTRACTOR:
HARTSTENE POINTE WATER-SEWER DISTRICT	TACOMA PUMP & DOLLING COLK BREEL JON HANSEN
By:	Its: VICE POSIDEUT
Its:	Address: 303/6 MONDAIN HWY E
	Telephone: 253 847 9352
	State of Washington General Contractor's License No. TACOMPD 203PF

#### Small Public Works Contract

THIS	AGREEMENT	is made th	is day o	f			,,	between Harts	stene
Pointe	Water-Sewer	District	("District"	01	"Owner"),	a	municipal	corporation,	and
Par	Cno6 + 40	Constr	retion, o	NO	("Con	trac	ctor'').		

In consideration of the terms and conditions contained in this Contract and attached to it, the parties agree as follows:

- 1. <u>Project.</u> The Contractor shall do all work and furnish all tools, materials, and equipment for the District's public works project known as Hartstene Pointe Water-Sewer District PRV Replacement Project ("Project") in accordance with and as described in the following documents: Appendix B, Existing and Proposed PRV Plan, which are by this reference incorporated in this Contract.
- 2. <u>District Agreement</u>. The District employs the Contractor to provide the materials and to do and cause to be done the Project work described above, and to complete and finish the work according to the attached plans and specifications, if any, and the terms and conditions of this Contract, and agrees to pay for the work at the time, in the manner, and upon the conditions provided for in this Contract.
- 3. Contractor Agreement. The Contractor agrees to fully perform the work upon all terms and conditions as contained in this Contract. The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Project provided for in this Contract, except those that are mentioned in the specifications to be furnished by the District.
- 5. <u>Contractor Guarantee.</u> The Contractor shall guarantee the materials and work for a period of one year after completion of this Contract.

- 6. <u>Project Cost.</u> The amount of the Project Contract is \$\frac{20,000.00}{000.00}\$, plus Washington State sales tax of \$\frac{1}{700.00}\$, for a total amount of \$\frac{21,700.00}{000}\$, or as further described on the attachments.
- 7. Payment Terms. The District shall pay the Contractor on the following terms:
  - a. Submittal and Processing of Payments: Contractor shall submit Applications for Payment for approval by the District. Payment shall be considered timely if made within 60 days of receipt of the Application for Payment.
  - b. Progress Payments; Retainage: The District shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the first day of each month during performance of the Work as provided in Section 7.b.i below.
    - i. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as the District may withhold, including but not limited to liquidated damages, in accordance with Section 4 of this Contract.
      - 1. If this Contract is for \$35,000 or more: 95 percent of Work completed (with the balance being retainage); or
      - 2. If this Contract is for less than \$35,000: 50 percent of Work completed (with the balance held as retainage in lieu of performance bond).
    - ii. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to:
      - 1. 95 percent of the Work completed, if this contract is for \$35,000 or more; or
      - 2. 50 percent of the Work completed, if this contract is for less than \$35,000.
  - c. Final Payment: Upon final completion and final acceptance of the Work, in accordance with RCW 60.28, the District shall pay the remainder of the Contract Price, less any claim or lien amounts.
- 8. Prevailing Wages. The Contractor shall pay prevailing wages and shall comply with RCW 39.12 and RCW 49.28. Current prevailing wage rates may be found at <a href="http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/">http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/</a>. Intent to Pay Prevailing Wages must be submitted to and approved by the Department of Labor and Industries before the Project may begin and before any payment shall be made to the Contractor. Prevailing Wages and prevailing wage rates for the Project must be posted for the benefit of workers. At the conclusion of the Project, the Contractor and its subcontractors shall submit Affidavits of Wages Paid to the Department of Labor and Industries for certification by the director. Final payment on the Contract shall be withheld until

- certification by the director has been received by the District that the prevailing wage requirements of the law have been satisfied.
- 9. <u>Bond:</u> Contractor shall provide a performance and payment bond to the District in accordance with RCW 39.08.010. If this Contract is for less than \$35,000, Contractor authorizes the District, in lieu of the bond, to retain 50% of the contract amount in accordance with RCW 39.08.010.

#### 10. Insurance.

- a. The contractor shall obtain and keep in force during the term of the contract, Commercial General Liability insurance policies with insurance companies which have an A.M. Best's rating of A: VII or better and who are approved by the Insurance Commissioner of the State of Washington pursuant to Title 48 RCW.
- b. Prior to the execution of the contract, the contractor shall purchase and maintain during the term of this project a Commercial General Liability insurance policy meeting the requirements set forth herein. The contractor shall file with the district either a certified copy of all policies with endorsements attached, or a certificate of insurance with endorsements attached as are necessary to comply with these specifications. Failure of the contractor to fully comply with the requirements regarding insurance will be considered a material breach of contract and shall be cause for immediate termination of the contract and of any and all district obligations, regarding same.
- c. The contractor shall not begin work under the contract or under any special condition until all required insurances have been obtained and until such insurances have been approved by the district. The insurance shall provide coverage for the contractor, the contractor's subcontractors and the district. The coverage so provided shall protect against claims from bodily injuries, including accidental death, as well as claims for property damage which may arise from any act or omission of the contractor, the contractor's subcontractors, or by anyone directly or indirectly employed by either of them.
- d. The insurance policies shall specifically name the district, its elected and appointed officials, officers, employees, agents and volunteers as insureds with regards to damages and defense of claims arising from: (a) activities performed by or on behalf of the contractor; (b) products and completed operations of the contractor, and (c) premises owned, leased or used by the contractor. The insurance shall be maintained in full force and effect at the contractor's expense throughout the term of the contract.
- e. The district shall be given at least 30 written notice of cancellation, nonrenewal, material reduction or modification of coverage. Such notice shall be by certified mail to the district.
- f. The coverages provided by the contractor's insurance policies shall be primary to any insurance maintained by the district, except as respects losses attributable to

- the sole negligence of the district. Any insurance that might cover this contract which are maintained by the district shall be in excess of the contractor's insurance and shall not contribute with the contractor's insurances.
- g. The contractor's insurance policies shall protect each insured in the same manner as though a separate policy had been issued to each. The inclusion of more than one insured shall not affect the rights of any insured as respects any claim, suit or judgment made or brought by or for any other insured or by or for any employee of any other insured. However this provision shall not increase the limits of the insurer's liability.
- h. The General Aggregate provision of the contractor's insurance policies shall be amended to show that the General Aggregate Limit of the policies applies separately to this project.
- i. The contractor's insurance policies shall not contain deductibles or self-insured retentions in excess of \$10,000 unless approved by the district.
- j. The contractor's insurance policies shall contain a provision that the district has no obligation to report events which might give rise to a claim until a claim has been filed with the district's Board of Commissioners.
- k. Types and Limits of Insurance Required:

#### i. Commercial General Liability

- \$1,000,000 each occurrence Bodily Injury and Property Damage liability
- \$2,000,000 annual aggregate
- Employees and volunteers as Additional Insureds
- Premises and operations
- Broad form property damage including underground, explosion and collapse hazards (XCU)
- Products completed operations
- Blanket contractual
- Subcontractors
- Personal injury with employee exclusion deleted
- Employers liability (Stop gap)

#### ii. Automobile Liability

- \$1,000,000 per accident bodily injury and property damage liability, including:
  - o Any owned automobile
  - Hired automobiles
  - Non-owned automobile

#### iii. Umbrella Liability

- \$2,000,000 per occurrence
- \$2,000,000 aggregate

- 1. As an alternative to the above indicated Commercial General Liability and Umbrella Liability insurance policies the contractor may provide the district with an Owners and Contractors Protective (OCP) policy with a limit of coverage of \$5,000,000. If the contractor provides an OCP policy, the contractor shall additionally provide the district with evidence that the contractor's Commercial General Liability policy has been endorsed adding the district, its elected and appointed officials, officers, employees, agents and volunteers as insureds for at least products completed operations coverage.
- m. Providing of coverages in the stated amounts shall not be construed to relieve the contractor from liability in excess of such limits.
- n. The contractor shall have its insurance agent/representative complete the Insurance Coverage Questionnaire contained in Appendix A and attach it to the certificate of insurance for District's approval.
- o. The contractor shall maintain Workers Compensation insurance and/or Longshore and Harbor Workers insurance (or Jones Act coverage for all employees eligible for same) as required by state or federal statute for all of the contractor's employees to be engaged in work on the project under this contract and, in case any such work is sublet, the contractor shall require the subcontractor similarly to provide workers compensation insurance and/or longshore and harbor workers insurance (or Jones Act coverage) for all of the subcontractor's employees to be engaged in such work. The contractor's Department of Labor & Industries account number shall be noted on the certificate of insurance. In the event any class of employees engaged in the work under this contract is not covered under Workers Compensation insurance or Longshore and Harbor Workers insurance (or Jones Act coverage) as required by state and federal statute, the contractor shall maintain and cause each subcontractor to maintain, Employers Liability insurance for limits of at least \$1,000,000 for each employee for disease or accident, and shall furnish the district with satisfactory evidence of such.
- p. The Contractor shall be solely and completely responsible for safety and safety conditions on the job site, including the safety of all persons and property during performance of the work. The services of District staff or the engineer's personnel in conducting construction review of the contractor's performance is not intended to include review of the adequacy of the contractor's work methods, equipment, bracing, scaffolding, or trenching, or safety measures in, on, or near the construction site. The Contractor shall provide safe access for the district and its inspectors to adequately inspect the quality of work and the conformance with project specifications.
- q. The Contractor shall be solely and completely responsible to perform all work and furnish all materials in strict compliance with all applicable state, city, county and federal laws, regulations, ordinances, orders and codes. The Contractor's attention

- is directed to the requirements of the Washington Industrial Safety and Health Act (WISHA), Chapter 49.17 RCW.
- r. The District will make no progress payments until the contractor has fully complied with this section. This remedy is not exclusive and the District may take such other action as is available under other provisions of this contract, or otherwise in law.
- s. The contractual coverage of the Contractor's policy shall be sufficiently broad enough to insure the provisions of the HOLD HARMLESS AND INDEMNIFICATION AGREEMENT of this contract.
- t. Nothing contained in these insurance requirements shall be construed as limiting the extent of the contractor's responsibility for payment of damages resulting from the contractor's operations under this contract.

#### 11. Hold Harmless and Indemnification Agreement.

- a. Contractor shall defend, indemnify and hold harmless the District, its elected and appointed officers, officials, employees, agents and volunteers from and against any and every claim and risk and all losses, damages, demands, suits, judgments and attorney fees, and other expenses of any kind, on account of injury to or death of any and all persons and/or on account of all property damage of any kind, whether tangible or intangible, including loss of use resulting therefrom, in connection with the work performed under this contract, or caused or occasioned in whole or in part by reason of the presence of the Contractor or its subcontractors, or their property, employees or agents, upon or in proximity to the property of the District, or any other property upon which the Contractor is performing any work called for or in connection with this contract, except only for those losses resulting solely from the negligence of the District, its officers, officials, employees and agents.
- b. Should a court of competent jurisdiction determine that this Hold Harmless and Indemnification Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the District, its officials, officers, employees and agents, the Contractor's liability hereunder shall be only to the extent of the contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor's waiver of immunity under industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.
- c. If a lawsuit arises in respect to this Hold Harmless and Indemnification Agreement, the Contractor shall appear and defend that lawsuit at its own cost and expense, and if judgment is rendered or settlement made requiring payment of

damages by the District, its elected or appointed officers, officials, employees, agents and volunteers, the Contractor shall pay the same.

12. <u>Trench Safety Systems.</u> All trenches shall be provided with adequate safety systems as required by RCW 49.17.

OWNER:	CONTRACTOR:
HARTSTENE POINTE WATER-SEWER DISTRICT	Pape a Dono Construction, Inc
Ву:	Its: President
Its:	Address: 9401-545 and Now Dug Sunto 1A
	Colo Harbor, WA 98333
	Telephone: (253) 851- 6040
	State of Washington General Contractor's License No. PARS X + 304 DE

### Grundfos CBS, Inc.

3113 South Pine Street, Unit C-2 Tacoma, Washington 98409 Phone: 206-730-0539 Fax: 206-433-0263

Email: mgjerstad@grundfos.com

#### Proposal from the desk of Matt Gjerstad

To:

Hartstene Pointe Water- Sewer District

772 East Chesapeake Drive

Shelton, WA 98584

September 5, 116

Proposal # HP090916

3-pages

Attn: Mont Jeffreys, General Manager

Phone: 360-427-2413

Email: gm@hpwatersewer.com

Grundfos CBS Inc. is pleased to offer the following proposal for your review and approval:

#### RE: In Plant Effluent Pump

Line	Qty	Description	Price Each	Total
1	LS	Pump Repair: To include New thrust bearing, new intermediate bearings, new lower bearing, new shaft, new shaft sleeve, new Woods 6J insert, machine and band impeller with SS, bore and sleeve volute with SS.	\$7,241.00	\$ 7,241.00
2	LS	Motor Repair:  To include wash and bake windings, balance, and new bearings.	\$ 566.00	\$ 566.00
3	16	Service Technician Labor: Inspect, cleanup, and repair Pump. This is a prevailing wage rate.	\$ 150.00	\$ 2,400.00
4	4	Service Technician Labor: To deliver rebuilt pump	\$ 150.00	\$ 600.00
5	1	Flatbed/Crane Truck: For delivery of rebuilt pump.	\$ 350.00	\$ 350.00
6	1	8.5% Sales Tax:	\$ 948.35	\$ 948.35
7		Total for Labor and Parts		\$12,105.35

Prices are FOB Tacoma, and do not include sales tax if applicable. Proposal excludes overtime and any work not specified. Lead time is approximately 6 weeks after receipt of approved order. Standard Grundfos CBS Inc. terms and conditions apply, and credit is subject to approval. Prices are valid for 30 days.

If you should have any questions, or require any additional information, please do not hesitate to call me at your earliest convenience. I can be reached at the numbers above. Please complete information below to accept and return to the above Email.

Sincerely,	Customer Signature:
NA-44 Cianata d	Date Signed:
Matt Gjerstad Service Sales Manager	Purchase Order:

#### STANDARD TERMS AND CONDITIONS OF SALE

#### **SECTION 1: THE CONTRACT**

The Contract shall be comprised of the following terms, together with such terms and conditions as are set forth in Seller's written proposal or quotation (the "Quotation"), including any documents, drawings or specifications incorporated therein by reference, and any additional or different terms proposed in Buyer's purchase order (the "Purchase Order") that are accepted by Seller in writing, which together shall constitute the entire agreement between the parties, provided, however, that preprinted terms on Buyer's purchase order or invoice shall not apply and Seller gives notice of objection to such terms. An offer by Seller in its Quotation that does not stipulate an acceptance date is not binding. This Contract shall be deemed to have been entered into upon written acknowledgment of the Purchase Order by an officer or authorized representative of Seller, which may not be modified, supplemented, or waived except in a writing executed by an authorized representative of the party to be bound.

#### SECTION 2: PRICE

The price quoted in the Quotation shall be the Purchase Price unless otherwise agreed in the Purchase Order. The Purchase Price for equipment shall include packing for shipment. Field Services shall be provided at Seller's standard rates. All other costs, including packing for storage, freight, insurance, taxes, customs duties and import/export fees, or any other item not specified in the Contract, shall be paid by Buyer unless separately stated in the Quotation and included in the price quoted. Any sales, use, or other taxes and duties imposed on the transaction or the equipment supplied shall be paid or reimbursed by Buyer.

#### SECTION 3: PAYMENT TERMS

Payment shall be due within 30 days of the date of Seller's invoice in U.S. funds unless otherwise agreed. If Buyer does not observe the agreed dates of payment, Buyer shall pay interest to Seller on overdue amounts at a rate that is the higher of: 9% per annum or a rate 5% in excess of the rate borne from time to time by new issues of six-month United States Treasury bills. Seller shall be entitled to issue its invoice for the Purchase Price for equipment upon the earlier of shipment, or notice to Buyer that Seller is ready to ship, and for services, upon completion. If the Purchase Price exceeds \$250,000 USD, Buyer shall pay the Purchase Price in Progress payments as follows: Fifteen percent (15%) upon submittal of general arrangement drawings, thirty five percent (35%) after receipt of first Bowl Casting, twenty percent (20%) after first case/bowl hydro test or bowl machining and thirty percent (30%) after notification of ready to ship.

#### SECTION 4: ACCEPTANCE AND INSPECTION

All equipment shall be finally inspected and accepted by Buyer within 14 days after delivery or such other period of time as is agreed in the Purchase Order. Buyer shall make all claims (including claims for shortages), excepting only those provided for under the warranty clause contained herein, in writing within such 14-day period or they are waived. Services shall be accepted upon completion. Buyer shall not revoke its acceptance. Buyer may reject the equipment only for defects that substantially impair its value, and Buyer's remedy for lesser defects shall be in accordance with Section 10, Warranty. If tests are made by Buyer to demonstrate the ability of the equipment to operate under the contract conditions and to fulfill the warranties in Section 10, Buyer is to make all preparations and incur all expenses incidental to such tests. Seller will have the right of representation at such tests at its expense, and the right to technically direct the operation of the equipment during such tests, including requiring a preliminary run for adjustments.

#### SECTION 5: TITLE AND RISK OF LOSS

Full risk of loss (including transportation delays and losses) shall pass to Buyer upon delivery, regardless of whether title has passed to Buyer, transport is arranged or supervised by Seller, or start-up is carried out under the direction or supervision of Seller. Delivery shall be ex works, INCOTERMS 2000. Loss or destruction of the equipment or injury or damage to the equipment that occurs while the risk of such loss or damage is borne by Buyer does not relieve Buyer of its obligation to pay Seller for the equipment.

#### SECTION 6: PATENT OR TRADEMARK INFORMATION

If the equipment sold hereunder is to be prepared or manufactured according to Buyer's specifications, Buyer shall indemnify Seller and hold it harmless from any claims or liability for patent or trademark infringement on account of the sale of such goods.

#### SECTION 7: CHANGES

Buyer may request, in writing, changes in the design, drawings, specifications, shipping instructions, and shipment schedules of the equipment. As promptly as practicable after receipt of such request, Seller will advise Buyer what amendments to the Contract, if any, may be necessitated by such requested changes, including but not limited to amendment of the Purchase Price, specifications, shipment schedule, or date of delivery. Any changes agreed upon by the parties shall be evidenced by a Change Order signed by both parties.

#### **SECTION 8: CANCELLATION OR TERMINATION**

Buyer shall have the right to cancel the Contract upon 15 days' prior written notice to Seller, and Seller shall stop its performance upon the receipt of such notice except as otherwise agreed with Buyer. If Buyer cancels the Contract, it shall pay: (a) the agreed unit price for equipment or components completed and delivered, (b) additional material and labor costs incurred, and for engineering services supplied by Seller with respect to the canceled items, which shall be charged to Buyer at Seller's rates in effect at the time of cancellation, but which shall not exceed the contract price for such items, and (c) such other costs and expenses, including cancellation charges under subcontracts, as Seller may incur in connection with such cancellation or termination.



#### STANDARD TERMS AND CONDITIONS OF SALE

#### SECTION 9: DELIVERY AND DELAYS

Seller shall use its best efforts to meet quoted delivery dates, which are estimated based on conditions known at the time of quotation. Seller shall not be liable for any nonperformance, loss, damage, or delay due to war, riots, fire, flood, strikes or other labor difficulty, governmental actions, acts of God, acts of the Buyer or its customer, delays in transportation, inability to obtain necessary labor or materials from usual sources, or other causes beyond the reasonable control of Seller. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended to reflect the length of time lost by reason of such delay. Seller shall not be liable for any loss or damage to Buyer resulting from any delay in delivery.

#### **SECTION 10: WARRANTY**

Seller warrants that the equipment or services supplied will be free from defects in material, and workmanship for a period of 12 months from the date of initial operation of the equipment, or 18 months from the date of shipment, whichever shall first occur. In the case of spare or replacement parts manufactured by Seller, the warranty period shall be for a period of six months from shipment. Repairs shall be warranted for 12 months or, if the repair is performed under this warranty, for the remainder of the original warranty period, whichever is less. Buyer shall report any claimed defect in writing to Seller immediately upon discovery and in any event, within the warranty period. Seller shall, at its sole option, repair the equipment or furnish replacement equipment or parts thereof, at the original delivery point. Seller shall not be liable for costs of removal, reinstallation, or gaining access. If Buyer or others repair, replace, or adjust equipment or parts without Seller's prior written approval, Seller is relieved of any further obligation to Buyer under this section with respect to such equipment or parts. The repair or replacement of the equipment or spare or replacement parts by Seller under this section shall constitute Seller's sole obligation and Buyer's sole and exclusive remedy for all claims of defects.

SELLER MAKES NO OTHER WARRANTY OR REPRÉSENTATION OF ANY KIND WITH RESPECT TO THE EQUIPMENT OR SERVICES OTHER THAN AS SPECIFIED IN THIS SECTION 10. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE,

ARE HEREBY DISCLAIMED.

For purposes of this Section, the equipment warranted shall not include equipment, parts, and work not manufactured or performed by Seller. With respect to such equipment, parts, or work, Seller's only obligation shall be to assign to Buyer any warranty provided to Seller by the manufacturer or supplier providing such equipment, parts or work.

No equipment furnished by Seller shall be deemed to be defective by reason of normal wear and tear, failure to resist erosive or corrosive action of any fluid or gas, Buyer's failure to properly store, install, operate or maintain the equipment in accordance with good industry practices or specific recommendations of Seller, or Buyer's failure to provide complete and accurate information to Seller concerning the operational application of the equipment.

#### SECTION 11: TECHNICAL DOCUMENTS

Technical documents furnished by Seller to Buyer, such as drawings, descriptions, designs and the like, shall be deemed provided to Buyer on a confidential basis, shall remain Seller's exclusive property, shall not be provided in any way to third parties, and shall only be used by Buyer for purposes of installation, operation and maintenance. Technical documents submitted in connection with a Quotation that does not result in a Purchase Order shall be returned to Seller upon request.

#### **SECTION 12: LIMITATION OF LIABILITY**

Seller shall in no event be liable for any consequential, incidental, indirect, special or punitive damages arising out of the Contract, or out of any breach of any of its obligations hereunder, or out of any defect in, or failure of, or malfunction of the equipment, including but not limited to, claims based upon loss of use, lost profits or revenue, interest, lost goodwill, work stoppage, impairment of other equipment, environmental damage, nuclear incident, loss by reason of shutdown or nonoperation, increased expenses of operation, cost of purchase of replacement power or claims of Buyer or customers of Buyer for service interruption whether or not such loss or damage is based on contract, tort (including negligence and strict liability) or otherwise.

Seller's maximum liability under this Contract shall not exceed the Purchase Order amount of the equipment or portion thereof upon which such liability is based. All such liability shall terminate upon the expiration of the warranty period, if not sooner terminated. SECTION 13: THIS COMPANY IS AN EQUAL OPPORTUNITY EMPLOYER

This agreement incorporates by reference applicable provisions and requirements of Executive Order 11246 and FAR Section 52.222-26 (covering race, color, religion, sex and national origin); the Vietnam Era Veterans Readjustment Assistance Act of 1974 and FAR Section 52.222-35 (covering special disabled and Vietnam era veterans); and the Rehabilitation Act of 1973 and FAR Section 52.222-36 (covering handicapped individuals). By acceptance of this agreement Buyer certifies that it does not and will not maintain any facilities in a segregated manner, or permit its employees to perform their services at any location under its control where segregated facilities are maintained, and further that appropriate physical facilities are maintained for both sexes. Buyer agrees that it will obtain a similar certificate prior to award of any nonexempt lower-tier subcontracts.

#### **SECTION 14: LAW AND ARBITRATION**

The Contract shall be governed by the law of the State of Texas. Any disputes arising out of this Contract shall be resolved by informal mediation in any manner that the parties may agree within 45 days of written request for mediation by one party to the other. Any dispute that cannot be resolved through mediation shall be resolved by binding arbitration conducted in English in Portland, Oregon under the Commercial Rules of the American Arbitration Association except as otherwise provided in this Section. The arbitration shall be conducted by three arbitrators chosen in accordance with said Rules. The arbitrators are not entitled to award damages in excess of compensatory damages. Judgment upon the award may be entered in any court having jurisdiction.



# Hartstene Pointe Water Sewer District 2016 Project Schedule

Progress/Notes	Completed	Contract awarded. Construction to begin October/November.	Coincide with Drinking water telemetry and SCADA	System/contractor has been selected. Awaiting RH2 to complete plans.	Drilling contract awarded. Drilling to begin October. Need to equip after drilling completed.	Contract awarded. Construction to begin October/November.	Completed	New pump purchased and installed. One pump rebuilt for spare. May need to purchase another spare in 2017.	Received quote from Grundfos for rebuild.	Delayed due to Well 1 poor production.	Completed	Design is drawn	Need to Purchase	Cleaning, \$10,000; mixer, \$13,000; cathodic protection repair, \$10,000. Conduct after Water treatment project. Should be inspected every 5 years. Need to get estimates.	Perform one at a time. Flohawk to do.
Responsible Party	GM	GM	ВМ	GM	GM G	GM	GM	GM	GM	GM	GM	GM	GM	GM	GM
Estimated Cost	\$69,000	\$1.3 million	\$20,000	\$20,000	\$110,000	\$21,700	\$3,092	\$10,958	\$12,105	-	\$1,000	\$500	\$2,000	\$33,000	\$6,000
Estimated Completion	Completed April 2016	Spring 2017	Spring 2017	Spring 2017	Winter 2016/2017	, Fall 2016	Completed March 2016	Completed June 2016	Fall 2016	May	Completed summer 2016	Winter 2016	٤	Spring 2017	
Estimated Start	In progress	In progress	Fall 2016	In progress	In progress	In progress	Completed	Completed	In progress	Annual	Completed	In progress		Spring 2017	
Capital Improvement/Repair and Maintenance Projects	WAS Pump Station Improvement Project	DW Filtration Upgrade	Phase 3 SCADA/Lift Station Telemetry Upgrade	Gaseous Cl2 System		alve replacement	Annual Pump Service/PM	Lift Station Spare Pumps	Rebuild Effluent Pump	Water system flushing & drinking water valve exercising	WWTP Fence Painting	Install display board	or Motor Spare	Drinking water reservoir inspection and cleaning, install mixer, investigate cathodic Spring 2017 protection repair	Clean WWTP SBRs



2016 Project Schedule *Updated 9/20/16* 

# Hartstene Pointe Water Sewer District 2016 Project Schedule

Replace Well #2 Housing	Summer 2017	Summer 2017	3	GM	Replace with a metal structure. Budget for 2017
Leak Detection: Water mains and service lines		4	\$35,000	GM	Need to budget to hire a leak detection company in 2018?
Water Lateral Lines Replacement	Summer 2017		\$5,000	GM	Begin investigation and planning after Water Treatment Project
Test/Service Generators	Annual	November	\$600	GM	Applying for Credit with Cummins. Complete when Cummins is out to service Timberlakes'.
Policy/Procedure Development Projects	Estimated Start	Estimated Completion	Estimated Cost	Responsible Party	Progress/Notes
Update Water System Plan	2016	Ongoing	0\$	GM	DOH has approved the District changing to a Small System Plan. Will begin working on updates to current plan after DW upgrade.
Asset Management Inventory	Ongoing	Ongoing		GM	Build inventory of Assets
Update Bidding/Procurement Policies/Procedures	In progress	Completed September 2016		AAS	Adopted comprehensive purchasing manual.
Update Accounting Policies/Procedures	In progress	Ongoing		AAS	Include vendor credit application procedures. Working piece-by-piece on establishing billing procedures.
Accounting/Administrative Projects	Estimated Start	Estimated Completion	Estimated Cost	Responsible Party	Progress/Notes
Move to New Bank	Feb-16	Feb-16 April 2016	\$1,110	AAS	Completed
Test Emergency Communication System	in progress	ongoing		AAS	A partial test was done when notifying some customers of water shut-off for repairs. Working with HPMA to update phone database. Conduct test in conjunction with notifying customers of system flushing.



2016 Project Schedule *Updated 9/20/16* 

## Hartstene Pointe Water Sewer District 2016 Project Schedule

Update Filing Systems	in progress	Fall 2017	AAS	A partial file inventory has been started.  Need to make copies of all essential records for storage off-site. Have a climate-controlled storage unit for long-term storage of records. Need to investigate cloud solutions for electronic records database.
Update/Implement Red Flag Program	in progress	Fall 2017	AAS	District has an adopted red flag program, but it needs to be reviewed, possibly updated, and enforced.
Online Payment/Ebills	in progress	January 2017	AAS	District has received three proposals. Need to choose one and begin implementation for a go live date goal of January 1, 2017.
Plan Customer Outreach Program/Events in progress	in progress	July 2017	AAS/GM	Begin a customer outreach program, including activities in conjunction with the 4th of July festivities.



2016 Project Schedule *Updated 9/20/16*