

**HARTSTENE POINTE WATER-SEWER DISTRICT
REGULAR MEETING
District Office
772 E Chesapeake Drive, Shelton, WA 98584
October 18, 2018 1:00 P.M.**

AGENDA

1. Call to Order
2. Roll Call
3. Subscriber Remarks
4. Correspondence
5. Present Agenda
6. Minutes of the October 4, 2018 Regular Meeting (2-3)

REPORTS:

7. Commissioner Reports
8. Financial/Administrative Report:
 - Bills to Be Authorized: Voucher 2018-20
 - Monthly Financial Report (4-6)
 - Quarterly Financial Report (7-11)
9. General Manager's Report (12-13)

BUSINESS:

10. Move Location of October 19, 2018 Picnic to HPMA Picnic Area
11. Discuss Commissioners' Function and Transaction of District Business (14-15)
12. Discuss Level of Service (LoS) Plan
13. Well #4 Fitting Contract Approval (16-23)
14. Well #4 Generator Installation Contract Approval (24-39)
15. WWTP Analyzer Installation Invoice Approval (40-42)
16. Jeffrey's Management Service Contract Modification
17. Preliminary Budget Presentation

**HARTSTENE POINTE WATER-SEWER DISTRICT
REGULAR MEETING of the BOARD OF COMMISSIONERS
October 4, 2018
District Office, 772 E Chesapeake Drive, Shelton, WA 98584**

MINUTES

PRESENT: President R. Scarola, Commissioner D. McNabb, General Manager (GM) D. Carnahan, Accounting and Administrative Services Manager (AAS) M. Carnahan, District Clerk J. Sartori. Commissioner A. Hospador was granted an excused absence.

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

SUBSCRIBER REMARKS: No subscribers present.

CORRESPONDENCE:

- TO: Evergreen Rural Water; FROM: D. Carnahan GM; RE: Thank You Letter

PRESENT AGENDA: The agenda for the October 4, 2018 regular meeting was presented. GM requested addition to agenda. Item number 12 to add, "Approval for Jeffery Palmer to Attend Training." *Commissioner McNabb moved to accept the agenda as amended. Commissioner Scarola seconded. Hearing 2 aye votes and 0 nay votes, the agenda was adopted.*

MINUTES: The minutes of the September 27, 2018 special meeting were presented. Commissioner Scarola noted corrections to be made, noting iterations of "commission" should be referred to as "commissioners." *Commissioner Scarola moved to approve the minutes as corrected. Commissioner McNabb seconded. Hearing 2 aye votes and 0 nay votes, the minutes were approved as corrected.*

REPORTS:

Commissioner Reports:

- Commissioner McNabb notified the board that he plans to attend the WASWD Special Membership Meeting on October 22nd. *Commissioner Scarola moved to approve travel expenses for Commissioner McNabb to attend aforementioned meeting. McNabb seconded. Hearing 2 aye votes and 0 nay votes, the motion passed.*
- Commissioner McNabb presented an article from the Shelton-Mason County Journal "State Auditor's office dings county sewers," noting that HPWSD was not listed as having any findings from the auditor's office.

Financial/Administrative Report:

- Bills to Be Authorized:
 - Voucher 2018-19, in the amount of \$18,523.64, was presented. *Commissioner McNabb moved to approve the voucher. Commissioner Scarola seconded. Hearing 2 aye votes and 0 nay votes, the voucher was approved.*

Meeting with Prospective Attorney for District: Joe Rehberger was present to meet with the commissioners. Commissioners and Joe Rehberger discussed a possible working relationship. After

discussion, *Commissioner Scarola made a motion to appoint Rehberger as attorney for the district, based on negotiated rate of \$285/hour as needed, based on the discussed scope of work, effective October 4, 2018. Commissioner McNabb seconded. Hearing 2 aye votes and 0 nay votes, the motion passed.*

Meeting paused at 1:45 pm. Meeting reconvened at 2:00 pm.

Preliminary Discussion for Capital Improvement Plan (CIP) Budget: GM Discussed with commissioners the preliminary CIP budget for 2019 and progress of capital projects to date. *Commissioner Scarola moved to approve the presented CIP proposal for upcoming 2019 budget planning. Commissioner McNabb seconded. Hearing 2 aye votes and 0 nay votes, the motion passed.*

Personnel Performance Review: *President Scarola called for executive session for the purpose of a Personnel Performance Review of David Carnahan (GM), per RCW 42.30.110 section 1(g) at 3:15 pm, with anticipated end time of 3:35 pm, at which point regular meeting will reconvene, or executive session extended, if necessary.*

President Scarola extended executive session, updating anticipated end time to 3:45 pm. Meeting reconvened at 3:45 pm. No action was taken.

Approval for Jeffery Palmer to Attend Training: GM discussed Jeffery Palmer's training to obtain Wastewater Level 3 and 4 certifications. *Commissioner Scarola moved to reimburse these training costs to Jeffery Palmer. Commissioner McNabb seconded. Hearing 2 aye votes and 0 nay votes, the motion passed.*

Commissioner Scarola moved to adjourn the meeting. Commissioner McNabb seconded. Hearing 2 aye votes and 0 nay votes, the meeting adjourned at 3:50 pm.

Respectfully Submitted By:

Signature

Name and Title

Approved at the Regular Meeting of the Board on: _____

Hartstene Pointe Water Sewer District Monthly Financial Report - Fund Activity

September 2018

	Beginning Balances	Payments & Transfers Out	Deposits & Transfers In	Ending Balances	Fund Balance Change
Reserve Funds					
030 - Ecology Reserve	39,060.34	-	63.39	39,123.73	63.39
050 - DWSRF Loan Reserve	75,823.53	-	6,972.35	82,795.88	6,972.35
060 - Bond Fund	19,665.00	(19,665.00)	-	0.00	(19,665.00)
070 - USDA Revenue Bond Reserve	23,620.41	-	365.93	23,986.34	365.93
Total Reserve Funds	158,169.28	(19,665.00)	7,401.67	145,905.95	(12,263.33)
Unreserved Funds					
EFT Account - Columbia Bank	32,707.74	(34,287.71)	16,199.79	14,619.82	(18,087.92)
Petty Cash Account	1,191.55	(563.09)	14.09	642.55	(549.00)
Xpress Deposit Account	17,883.01	(37,854.73)	25,406.24	5,434.52	(12,448.49)
010 - Operating Fund	80,000.00	-	-	80,000.00	-
<i>Operating Investment Fund</i>	52,349.98	(24,703.40)	55,946.11	83,592.69	31,242.71
010 - Operating Fund - Other	132,349.98	(24,703.40)	55,946.11	163,592.69	31,242.71
Total 010 - Operating Fund	68,755.05	-	-	68,755.05	-
065 - Capital Project Account	252,887.33	(97,408.93)	97,566.23	253,044.63	157.30
Total Unreserved Funds					
Committed Funds					
020 - Water/Sewer Committed Fund					
Asset Replacement Fund	21,540.00	-	-	21,540.00	-
Capital Improvement Fund					
<i>I&I Repair</i>	49,540.00	-	-	49,540.00	-
<i>Reservoir Repair</i>	150,000.00	-	-	150,000.00	-
Total Capital Improvement Fund	199,540.00	-	-	199,540.00	-
Risk Management Fund	108,842.16	-	535.35	109,377.51	535.35
Total 020 - Water/Sewer Committed Fund	329,922.16	-	535.35	330,457.51	535.35
Total Committed Funds	329,922.16	-	535.35	330,457.51	535.35
Total Funds	740,978.77	(117,073.93)	105,503.25	729,408.09	(11,570.68)

I hereby certify that the above statement is true.

District Clerk Date 10-15-18
 Audit Commissioner _____ Date _____

Hartstene Pointe Water Sewer District

Profit & Loss

September 2018
Sep 18

Ordinary Income/Expense

Income

Non-Operating Revenue	886.86
Operating Revenue	<u>41,067.09</u>

Total Income 41,953.95

Expense

534 · Water Expenditures	28,006.96
535 · WW Treatment Expenditures	10,037.42
538 · Combined W/S Expenditures	<u>15,790.93</u>

Total Expense 53,835.31

Net Ordinary Income -11,881.36

Net Income -11,881.36

Hartstene Pointe Water Sewer District Profit & Loss Budget vs. Actual January through September 2018

	<u>Jan - Sep 18</u> <u>(75% of Yr)</u>	<u>Total 2018</u> <u>Budget</u>	<u>\$ Over (Under)</u> <u>Total Budget</u>	<u>% of Total</u> <u>Budget</u>
Ordinary Income/Expense				
Income				
Non-Operating Revenue	176,206.44	177,471.00	-1,264.56	99.29%
Operating Revenue	465,345.18	642,762.00	-177,416.82	72.4%
Total Income	<u>641,551.62</u>	<u>820,233.00</u>	<u>-178,681.38</u>	<u>78.22%</u>
Expense				
534 · Water Expenditures	170,134.83	469,197.91	-299,063.08	36.26%
535 · WW Treatment Expenditures	103,872.80	210,291.40	-106,418.60	49.4%
538 · Combined W/S Expenditures	118,766.66	142,493.00	-23,726.34	83.35%
Total Expense	<u>392,774.29</u>	<u>821,982.31</u>	<u>-429,208.02</u>	<u>47.78%</u>
Net Ordinary Income	<u>248,777.33</u>	<u>-1,749.31</u>		
Net Income	<u>248,777.33</u>	<u>-1,749.31</u>		



Hartstene Pointe Water Sewer District Profit & Loss Budget vs. Actual January through September 2018

	Jan - Sep 18 (75% of Year)	Total 2018 Budget	\$ Over (Under) Total Budget	% of Total 2018 Budget
Ordinary Income/Expense				
Income				
Non-Operating Revenue	176,206.44	177,471.00	-1,264.56	99.29%
Operating Revenue				
343.40 · Water Sales and Services	240,382.92	330,823.00	-90,440.08	72.66%
343.50 · Sewer Sales and Services	221,520.47	305,575.00	-84,054.53	72.49%
359.90 · Penalties and Fees	3,441.79	6,364.00	-2,922.21	54.08%
Total Operating Revenue	<u>465,345.18</u>	<u>642,762.00</u>	<u>-177,416.82</u>	<u>72.4%</u>
Total Income	641,551.62	820,233.00	-178,681.38	78.22%
Expense				
534 · Water Expenditures				
534.10 · Salaries - Water	7,785.00			
534.20 · Personnel Benefits, Payroll Tax	1,307.60			
534.30 · Supplies - Water	4,545.25	4,500.00	45.25	101.01%
534.40 · Services - Water				
Professional Services - Water				
Meter Reading	1,879.44	3,360.00	-1,480.56	55.94%
41 1010 · Attorney Fees - Water	0.00	250.00	-250.00	0.0%
41 1020 · Consultant Fees - Water	0.00	250.00	-250.00	0.0%
41 1040 · Operations - Water	18,242.70	31,487.00	-13,244.30	57.94%
41 1041 · Operations - Non-routine Water	0.00	350.00	-350.00	0.0%
41 1050 · Lab Testing - Water	1,119.80	1,070.00	49.80	104.65%
Total Professional Services - Water	<u>21,241.94</u>	<u>36,767.00</u>	<u>-15,525.06</u>	<u>57.77%</u>
Water Repair and Maint.				
48 1030 · Repair & Maintenance - Water				
JMS Contract	9,656.41	17,850.00	-8,193.59	54.1%
Other	965.02	5,000.00	-4,034.98	19.3%
Water Leak Repair	1,182.40			
48 1030 · Repair & Maintenance - Water - Other	98.39			
Total 48 1030 · Repair & Maintenance - Water	<u>11,902.22</u>	<u>22,850.00</u>	<u>-10,947.78</u>	<u>52.09%</u>
Total Water Repair and Maint.	11,902.22	22,850.00	-10,947.78	52.09%
47 1010 · Electric - Water	7,271.91	9,500.00	-2,228.09	76.55%
Total 534.40 · Services - Water	<u>40,416.07</u>	<u>69,117.00</u>	<u>-28,700.93</u>	<u>58.48%</u>
534.50 · Intergov - Water	15,989.24	17,411.00	-1,421.76	91.83%

Hartstene Pointe Water Sewer District
Profit & Loss Budget vs. Actual
January through September 2018

	Jan - Sep 18 (75% of Year)	Total 2018 Budget	\$ Over (Under) Total Budget	% of Total 2018 Budget
594.34 · Capital Expenditures - Water				
Generator	0.00	30,000.00	-30,000.00	0.0%
Reservoir				
Cathodic Protection Repair	0.00	20,000.00	-20,000.00	0.0%
Mixer	15,949.50	12,000.00	3,949.50	132.91%
Painting/Repair	0.00	150,000.00	-150,000.00	0.0%
Total Reservoir	15,949.50	182,000.00	-166,050.50	8.76%
Well #1 Replacement	1,090.00	45,000.00	-43,910.00	2.42%
Well #1 Treatmnt Bldg. Re-Roof	6,839.78			
Well #2 Rehab	19,682.99			
WTP Improvements Project	17,199.40			
Total 594.34 · Capital Expenditures - Water	60,761.67	257,000.00	-196,238.33	23.64%
59X.34 · Debt Service - Water				
	39,330.00	121,169.91	-81,839.91	32.46%
Total 534 · Water Expenditures	170,134.83	469,197.91	-299,063.08	36.26%
535 · WW Treatment Expenditures				
535.10 · Salaries/Wages-WWT	5,211.00			
535.20 · Personnel Benefits - WW	145.53			
535.30 · Supplies - WW Treatment	2,972.90	6,000.00	-3,027.10	49.55%
535.40 · Services - WW Treatment				
Professional Services - WWT				
41 3010 · Attorney Fees - WW Treatment	0.00	250.00	-250.00	0.0%
41 3020 · Consultant Fees - WW Treatment	0.00	250.00	-250.00	0.0%
41 3040 · Operations - WW Treatment	36,000.00	54,000.00	-18,000.00	66.67%
41 3041 · Operations - Non-routine WWT	1,780.00	4,000.00	-2,220.00	44.5%
41 3050 · Lab Testing - WW Treatment	5,514.60	8,058.00	-2,543.40	68.44%
Total Professional Services - WWT	43,294.60	66,558.00	-23,263.40	65.05%
WW Treatment Maint. and Repair				
48 3010 · Biosolids Disposal	0.00	20,000.00	-20,000.00	0.0%
48 3020 · SCADA - WW Treatment	1,370.00	1,500.00	-130.00	91.33%
48 3030 · Repair & Maint. - WW Treatment				
JMS Contract	4,514.29	15,750.00	-11,235.71	28.66%
Other	1,328.00	8,000.00	-6,672.00	16.6%
Sewer Collection	2,905.48	20,000.00	-17,094.52	14.53%
48 3030 · Repair & Maint. - WW Treatment - Othe	0.00			
Total 48 3030 · Repair & Maint. - WW Treatment	8,747.77	43,750.00	-35,002.23	20.0%

Hartstene Pointe Water Sewer District Profit & Loss Budget vs. Actual January through September 2018

	Jan - Sep 18 (75% of Year)	Total 2018 Budget	\$ Over (Under) Total Budget	% of Total 2018 Budget
Total WW Treatment Maint. and Repair	10,117.77	65,250.00	-55,132.23	15.51%
47 3010 · Electric - WW Treatment	8,466.66	12,000.00	-3,533.34	70.56%
Total 535.40 · Services - WW Treatment	61,879.03	143,808.00	-81,928.97	43.03%
535.50 · Intergov - WW Treatment	5,337.54	7,372.00	-2,034.46	72.4%
594.35 · Capital Expenditures - WWT				
Other	6,831.60			
Pellet Disinfection	2,439.50	15,000.00	-12,560.50	16.26%
Total 594.35 · Capital Expenditures - WWT	9,271.10	15,000.00	-5,728.90	61.81%
59X.35 · Debt Service - WW Treatment	19,055.70	38,111.40	-19,055.70	50.0%
Total 535 · WW Treatment Expenditures	103,872.80	210,291.40	-106,418.60	49.4%
538 · Combined W/S Expenditures				
538.10 · Salaries & Wages				
Elected Officials				
10 0010 · Commissioner 1	2,450.00	3,591.00	-1,141.00	68.23%
10 0020 · Commissioner 2	3,127.00	4,032.00	-905.00	77.56%
10 0030 · Commissioner 3	2,792.00	3,591.00	-799.00	77.75%
Total Elected Officials	8,369.00	11,214.00	-2,845.00	74.63%
General Manager	13,333.33			
Total 538.10 · Salaries & Wages	21,702.33	11,214.00	10,488.33	193.53%
538.20 · Personnel Benefits, Payroll Tax	3,242.36	858.00	2,384.36	377.9%
538.30 · Supplies - Combined W/S	2,688.24	3,350.00	-661.76	80.25%
538.40 · Services - Combined W/S				
Management				
41 4010 · General Manager	27,364.08	47,231.00	-19,866.92	57.94%
41 4020 · Acct & Admin Services	31,657.50	42,000.00	-10,342.50	75.38%
Total Management	59,021.58	89,231.00	-30,209.42	66.15%
Other Services - Combined W/S				
Information Technology	3,143.23	3,143.00	0.23	100.01%
Lockbox	5,065.71	4,845.00	220.71	104.56%
Online Payment System				
Monthly Fees	940.95			
Transaction Fees	378.30			
Online Payment System - Other	0.00	1,800.00	-1,800.00	0.0%
Total Online Payment System	1,319.25	1,800.00	-480.75	73.29%

Hartstene Pointe Water Sewer District Profit & Loss Budget vs. Actual January through September 2018

	Jan - Sep 18 (75% of Year)	Total 2018 Budget	\$ Over (Under) Total Budget	% of Total 2018 Budget
Rent				
Storage Unit Rental	630.00	840.00	-210.00	75.0%
Total Rent	630.00	840.00	-210.00	75.0%
361.19 · Investment Service Fees	1,392.12	1,900.00	-507.88	73.27%
42 0010 · Postage	609.70	1,400.00	-790.30	43.55%
42 0020 · Telephones	5,425.42	6,156.00	-730.58	88.13%
44 0010 · Legal Notices & Publications	144.00	255.00	-111.00	56.47%
46 0010 · Liability Insurance	175.00	10,042.00	-9,867.00	1.74%
49 0010 · Professional Dues	1,137.91	1,650.00	-512.09	68.96%
49 0020 · Printing to Subscribers	1,117.47	1,800.00	-682.53	62.08%
Other Services - Combined W/S - Other	1,933.00			
Total Other Services - Combined W/S	22,092.81	33,831.00	-11,738.19	65.3%
43 · Travel/Mileage/Training	4,188.01	3,500.00	688.01	119.66%
538.40 · Services - Combined W/S - Other	159.97			
Total 538.40 · Services - Combined W/S	85,462.37	126,562.00	-41,099.63	67.53%
538.50 · Intergov - Combined W/S	5,671.36	509.00	5,162.36	1,114.22%
Total 538 · Combined W/S Expenditures	118,766.66	142,493.00	-23,726.34	83.35%
Total Expense	392,774.29	821,982.31	-429,208.02	47.78%
Net Ordinary Income	248,777.33	-1,749.31	250,526.64	-14,221.46%
Net Income	248,777.33	-1,749.31	250,526.64	-14,221.46%

Hartstene Pointe Water-Sewer District

Balance Sheet 3rd Quarter, 2018

ASSETS		<u>9/30/2018</u>
<u>CURRENT ASSETS</u>		
<u>Unreserved Funds</u>		
Operating Account		163,593
Capital Project Account		68,755
Electronic Funds Transfer Account		14,620
Xpress EFT Deposit Account		5,435
Petty Cash Account		610
Total Unreserved Funds		253,012
<u>Committed Funds</u>		
Asset Replacement Fund		21,540
Capital Improvement Fund		
I&I Repair	49,540	
Reservoir Repair	150,000	
Other Capital Improvements	-	
Total Capital Improvement Fund		199,540
Risk Management Fund		109,378
Total Committed Funds		330,458
<u>Reserve Funds</u>		
Ecology Reserve		39,124
DWSRF Loan Reserve		82,796
USDA Revenue Bond Reserve		23,986
Total Reserved Funds		145,906
TOTAL CURRENT ASSETS		\$ 729,376
<u>FIXED ASSETS</u>		
<u>Land and Improvements</u>		
Water		391,662
Wastewater/Sewer		1,679,875
<u>Equipment</u>		
Water		1,632,006
Wastewater/Sewer		1,391,775
TOTAL FIXED ASSETS		\$ 5,095,317
Total Assets		\$ 5,824,693
LIABILITIES AND EQUITIES		
<u>LIABILITIES</u>		
USDA Revenue Bond		453,822
DWSRF Loan		1,232,774
Dept. of Ecology Loan		336,196
TOTAL LIABILITIES		\$ 2,022,793
<u>EQUITY</u>		
Net Income for the Period		248,777
Equity		3,553,122
TOTAL EQUITY		\$ 3,801,900
Total Liabilities & Equity		\$ 5,824,693

CERTIFIED CORRECT	Date 10/16/2018	
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Miceal Carnahan, Acct. & Admin. Services Manager

HARTSTENE POINTE WATER-SEWER DISTRICT
General Manager's Report
October 18, 2018

Human Resources

Things are going very well. Joe is operating solo for the most part and is proving to be a real asset to HPWSD.

Mont and Jeff are continuing to thrive in their respective roles. In fact Mont is now trained and able to take samples for Jeff on occasion and gave Jeff back his first weekend.

Water

Water usage has come down as a result of several leak repairs by our staff. Average daily usage is hovering around 40,000 gallons which is less than half of what we've been averaging over the last two months.

I'm working on getting a quote to remove the tree at well 2. Beco will be out here Wednesday the 17th to give us a quote.

Well 1/4 Replacement

Our Well 4 pre-construction meeting is scheduled for the 23rd of October here at the office. At this meeting we will lay out a project schedule along with target dates for completion. I Spoke with Tony from AMNW Construction and he is planning to have this project wrapped of before the end of the year.

Upon further research and conversations with RH2, Evolution Controls, Sare Electric and Correct Equipment I'm confident that we can keep the cost of adding ferric chloride at well 4 under \$30,000.00 provided we do the actual installation.

Emergency Preparedness

I spoke with Brian from Sare Electric. The generator is back ordered, but it still looks like a late November install will be possible. Once he has a better Idea when he will have the generator in he will give me a call.

Brian from Sare will be out next Tuesday at noon to look at the lift stations and tell us what we'll need to plan on budget wise to wire generators up to them.

Sewer Collection

Nothing new to report.

Waste Water Treatment

The CL2 analyzer has arrived. Dean from Correct Equipment is scheduled to come install it on Wednesday the 16th.

Jeff had Grundfos come out to look at jet pump number one which was failing to run. Grundfos needs to come back to do some further testing before they can make a solid diagnosis.

Customer Service

Mont and Jeff were able to get the Blow off relocated at 773 Windjammer. Our Utility Maps have been updated.

General District Business

On October 9th I spent the day with Reg Hearn at Grays Harbor Water District #2 and toured their plant and distribution system. It was helpful to see how another small district operated and get another GM's perspective on several of the challenges HPWSD is facing.

Reg came to visit here on Tuesday the 16th to do a walk through tour of our facilities. Reg has been very supportive of the transitions that we have made over past six months and is very excited about our current direction.

Submitted by David Carnahan

HARTSTENE POINTE WATER-SEWER DISTRICT
MASON COUNTY, WASHINGTON

RESOLUTION 2013-08

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HARTSTENE POINTE WATER-SEWER DISTRICT ESTABLISHING A POLICY FOR THE TRANSACTION OF BUSINESS AND COMMISSIONER COMPENSATION.

WHEREAS, RCW 57.12.010 requires the Board of Commissioners to adopt, by resolution, rules governing the transaction of District business; and

WHEREAS, RCW 57.12.010 establishes the compensation limits for district commissioners; and

WHEREAS, RCW 57.12.010 also mandates that the dollar thresholds established must be adjusted for inflation by the office of financial management every five years, beginning July, 2008, based upon changes in the consumer price index during that time period; now, therefore:

BE IT RESOLVED as follows:

1. Board of Commissioners Meetings:

- a. All Board of Commissioner meetings shall be governed by Robert's Rules of Order for the transaction of business.
- b. The Secretary of the Board of Commissioners shall maintain, or cause to be maintained, a minute book and a resolution book.
- c. The Board of Commissioners may conduct business by teleconference, either by telephone conference call or other telecommunications devices, if at least one commissioner is physically present at the regular meeting place and the commissioner can both hear what is happening at the meeting and be heard by those present at the meeting. Commissioners attending remotely in this manner are considered to be in attendance at the meeting, would count towards the quorum, and would be eligible to receive the regular compensation.

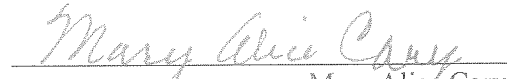
2. Commissioner Compensation:

- a. Commissioners shall each receive compensation for each day, or portion thereof, spent in actual attendance at official meetings of the District commission or in performance of other official services or duties on behalf of the District as authorized and directed by the District.
- b. Commissioner compensation amounts and limits shall be in accordance with the amounts set by the Office of Financial Management pursuant to RCW 57.12.010, and shall update automatically with each adjustment made by the Office of Financial Management, effective on the date set by that same Office.
- c. A District commissioner shall be reimbursed for reasonable expenses actually incurred in connection with District business, including travel expenses as set in Resolution 2013-07.
- d. Any District commissioner may choose to waive all or any portion of his or her compensation in accordance with RCW 57.12.010. A written waiver request specifying the month or period of months for which the waiver applies shall be submitted by the District Commissioner after the Commissioner's election and prior to the date when his or her compensation is paid.


3. Resolutions 2009-13 and 2009-23 are hereby repealed.
4. The effective date of this Resolution shall be July 1, 2013.

ADOPTED by the Board of Commissioners by Hartstene Pointe Water-Sewer District at the regular open public meeting thereof held the 11 day of July, 2013.


HARTSTENE POINTE WATER AND SEWER DISTRICT
Mason County, Washington



Mary Alice Cary
President



Roger Ray
Secretary



Nancy Nelson
Commissioner

Small Public Works Contract

THIS AGREEMENT is made this 4th day of October, 2018, between Hartstene Pointe Water-Sewer District (“District” or “Owner”), a municipal corporation, and AMNW Construction (“Contractor”).

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

1. Project. The Contractor shall do all work and furnish all tools, materials, and equipment for the District’s public works project known as Well 4 Fitting (“Project”) in accordance with and as described in the following documents: Well 4 Fitting RFQ, Well 4 Technical Specifications and the proposal provided by AMNW Construction, which are by this reference incorporated in this Contract.
2. District Agreement. 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.
4. Completion Deadline/Liquidated Damages. The Project must be commenced no later than 45 days from the date of mailing of the notice to proceed to the Contractor and must be finished within 75 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. Contractor Guarantee. 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 \$80,315.64, plus Washington State sales tax of \$6,826.83, for a total amount of \$87,142.47, 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 95 percent of Work completed but 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.
 - ii. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed.
 - 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 <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/>. 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. Bond: Contractor shall provide a performance and payment bond to the District in accordance with RCW 39.08.010. For public works contracts under \$150,000, the Contractor may ask the District to waive the bonds and instead retain 10% of the contract amount for 30 days after the date of final acceptance, or until the receipt of all necessary releases from the Department of Revenue and Department of Labor and Industries, and Employment Security Department, whichever is later.
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 days 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:
 - Any owned automobile
 - Hired automobiles
 - Non-owned automobile
 - iii. **Umbrella Liability**
 - \$2,000,000 per occurrence
 - \$2,000,000 aggregate
- l. 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. Trench Safety Systems. All trenches shall be provided with adequate safety systems as required by RCW 49.17.

OWNER:

HARTSTONE POINTE WATER-SEWER
DISTRICT

By: _____

Its: _____

CONTRACTOR:

AMNW Construction

By: Anthony Modugno

Its: Owner

Address: 744 NE Marris Ct

Bremerton, WA 98311

Telephone: 206 701 4533

State of Washington General Contractor's

License No. AMNWCNC833BP

Appendix A – Insurance Coverage Questionnaire

Note: This questionnaire must be completed and attached to certificate of insurance and policy endorsement.

Insurance Coverage Questionnaire

For _____
(Name of Insured)

Project Number _____

Project Owner _____

Are the following coverages &/or conditions in effect?		
	Yes	No
The Policy form is ISO Commercial General Liability (CGL) form CG 00 01 of CG 00 02 (circle one). If No, attach a copy of the policy with required coverages clearly identified.		
(CGL) Ongoing Operations coverage (similar to CG 2010 07 04)		
(CGL) Products and Completed operations coverage (similar to CG 2037 07 04)		
Personal Injury Liability Coverage. (with employee exclusion deleted)		
Broad Form Property Damage with X, C, U Hazards included		
Blanket Contractual Liability coverage applying to this contract		
Employers Liability - Stop Gap		

Deductibles or SIRs: GL _____ AL _____ Excess _____

Insurer' Best Rating GL _____ AL _____ Excess _____

This Questionnaire is issued as a matter of information. This questionnaire is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies indicated on the attached Certificate of Insurance.

Agency/Broker

Completed by (type)

Address

Completed by (Signature)

Name of Person to contact

Telephone Number

Small Public Works Contract

THIS AGREEMENT is made this 11th day of **October, 2018**, between Hartstene Pointe Water-Sewer District (“District” or “Owner”), a municipal corporation, and **Sare Electric** (“Contractor”).

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

1. Project. The Contractor shall do all work and furnish all tools, materials, and equipment for the District’s public works project known as **Well 4 Generator Installation** (“Project”) in accordance with and as described in the following documents: **Contractor Proposal and Project Description**, which are by this reference incorporated in this Contract.
2. District Agreement. 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.
4. Contractor Guarantee. The Contractor shall guarantee the materials and work for a period of one year after completion of this Contract.
5. Project Cost. The amount of the Project Contract is **\$18,900.00** plus **8.5%** Washington State sales tax of \$ **1,606.50** for a total amount of **\$20,506.50** or as further described on the attachments.
6. 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. 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.
7. 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 <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/>. 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.

8. Bond: Contractor shall provide a performance and payment bond to the District in accordance with RCW 39.08.010. For public works contracts under \$150,000, the Contractor may ask the District to waive the bonds and instead retain 10% of the contract amount for 30 days after the date of final acceptance, or until the receipt of all necessary releases from the Department of Revenue and Department of Labor and Industries, whichever is later.
9. 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 days 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:
 - Any owned automobile
 - Hired automobiles
 - Non-owned automobile

iii. **Umbrella Liability**

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

10. 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.

11. Trench Safety Systems. All trenches shall be provided with adequate safety systems as required by RCW 49.17.

OWNER:

HARTSTENE POINTE WATER-SEWER

DISTRICT

By: _____

Its: _____

CONTRACTOR:

SARE ELECTRIC

By: Brian Dixon

Brian Dixon

Its: PM/Estimator

Address: PO Box 12870

Olympia, WA 98508

Telephone: 360-352-2628

State of Washington General Contractor's

License No. SAREEI*001BD

Appendix A – Insurance Coverage Questionnaire

Note: This questionnaire must be completed and attached to certificate of insurance and policy endorsement.

Insurance Coverage Questionnaire

For _____
(Name of Insured)

Project Number _____

Project Owner _____

Are the following coverages &/or conditions in effect?		
	Yes	No
The Policy form is ISO Commercial General Liability (CGL) form CG 00 01 of CG 00 02 (circle one). If No, attach a copy of the policy with required coverages clearly identified.		
(CGL) Ongoing Operations coverage (similar to CG 2010 07 04)		
(CGL) Products and Completed operations coverage (similar to CG 2037 07 04)		
Personal Injury Liability Coverage. (with employee exclusion deleted)		
Broad Form Property Damage with X, C, U Hazards included		
Blanket Contractual Liability coverage applying to this contract		
Employers Liability - Stop Gap		

Deductibles or SIRs: GL _____ AL _____ Excess _____

Insurer' Best Rating GL _____ AL _____ Excess _____

This Questionnaire is issued as a matter of information. This questionnaire is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies indicated on the attached Certificate of Insurance.

Agency/Broker

Completed by (type)

Address

Completed by (Signature)

Name of Person to contact

Telephone Number



Dear Policyholder,

Thank you for choosing Federated Insurance to handle your insurance and risk management needs. The attached certificate document(s) have been issued or updated.

Please feel free to contact us with any additional changes, additions or deletions that may be needed by contacting the Federated Client Contact Center at:

Phone: 1-888-333-4949

Fax: 507-446-4664

E-mail: clientcontactcenter@fedins.com

Thank you for your business!

Client Contact Center

Enclosed:

Certificate Document(s)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/10/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM		FAX (A/C, No): 507-446-4664	
INSURED		INSURER(S) AFFORDING COVERAGE		NAIC #	
399-116-3		INSURER A: FEDERATED MUTUAL INSURANCE COMPANY		13935	
SARE ELECTRIC INC PO BOX 12870 OLYMPIA, WA 98508-2870		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 74

REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	9185396	05/15/2018	05/15/2019	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	EXCLUDED
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	Y	N	9185396	05/15/2018	05/15/2019	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION	N	N	9185399	05/15/2018	05/15/2019	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
A	WORKERS-COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	9185396	05/15/2018	05/15/2019	PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 SEE ATTACHED PAGE

CERTIFICATE HOLDER

CANCELLATION

399-116-3
 HARTSTONE POINTE WATER SEWER DISTRICT
 772 E CHESAPEAKE DR
 SHELTON, WA 98584-7015

74 0

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED SARE ELECTRIC INC PO BOX 12870 OLYMPIA, WA 98508-2870	
POLICY NUMBER SEE CERTIFICATE # 74.0		EFFECTIVE DATE: SEE CERTIFICATE # 74.0	
CARRIER SEE CERTIFICATE # 74.0	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

POLICY COVERAGE AS OF 10/09/2018

STOP-GAP (EMPLOYER'S LIABILITY) COVERED STATE(S) WA

JOB # 8320 HPWSD WELL 4 GENERATOR INSTALLATION, 772 E CHESAPEAKE DR SHELTON WA 98584

ADDITIONAL INSURED:

HARTSTONE POINTE WATER SEWER DISTRICT, ITS ELECTED AND APPOINTED OFFICIALS, OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS

INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE. GENERAL LIABILITY COVERAGE CONTAINS CG 25 03 DESIGNATED CONSTRUCTION GENERAL AGGREGATE LIMIT ENDORSEMENT APPLICABLE TO EACH CONSTRUCTION PROJECT AS REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT.

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION ENDORSEMENT.

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - COMPLETED OPERATIONS ENDORSEMENT.

Appendix A – Insurance Coverage Questionnaire

Note: This questionnaire must be completed and attached to certificate of insurance and policy endorsement.

Insurance Coverage Questionnaire

For Sare Electric Inc
(Name of Insured)
 Project Number #8320
 Project Owner Hartstene Pointe Water Sewer District

Are the following coverages &/or conditions in effect?		
	Yes	No
The Policy form is ISO Commercial General Liability (CGL) form CG 00 01 of CG 00 02 (circle one). If No, attach a copy of the policy with required coverages clearly identified.	x	
(CGL) Ongoing Operations coverage (similar to CG 2010 07 04)	x	
(CGL) Products and Completed operations coverage (similar to CG 2037 07 04)	x	
Personal Injury Liability Coverage. (with employee exclusion deleted)	x	
Broad Form Property Damage with X, C, U Hazards included	x	
Blanket Contractual Liability coverage applying to this contract	x	
Employers Liability - Stop Gap	x	

Deductibles or SIRs: GL 1000 AL 1000 Excess n/a
 Insurer' Best Rating GL A+ AL A+ Excess A+

This Questionnaire is issued as a matter of information. This questionnaire is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies indicated on the attached Certificate of Insurance.

Federated Mutual Insurance Company
 Agency/Broker
121 East Park Square, Owatonna, MN 55060
 Address
Certificate Center
 Name of Person to contact

Kathleen Dirksen
 Completed by (type)
Kathleen Dirksen
 Completed by (Signature)
888-333-4949
 Telephone Number

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organizations:	Location(s) Of Covered Operations
HARTSTENE POINTE WATER SEWER DISTRICT 772 E CHESAPEAKE DR SHELTON WA 98584	See IL-F-40-0048

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

SARE ELECTRIC INC
PO BOX 12870
OLYMPIA WA 98508

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C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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EXTENSION ENDORSEMENT

Extension - CG 20 10 - HARTSTONE POINTE WATER SEWER DISTRICT

ANY COVERAGE PROVIDED BY THIS ENDORSEMENT APPLIES ONLY FOR THE ELECTRICAL WORK BY THE INSURED ON JOB # 8320 HPWSD WELL 4 GENERATOR INSTALLATION, 772 E CHESAPEAKE DR SHELTON WA 98584. ADDITIONAL INSUREDS INCLUDE: HARTSTONE POINTE WATER SEWER DISTRICT, ITS ELECTED AND APPOINTED OFFICIALS, OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS

IL-F-40-0048 (05-10)

Policy Number: 9185398

Transaction Effective Date: 10-10-2018

POLICY NUMBER: 9185396

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
HARTSTONE POINTE WATER SEWER DISTRICT 772 E CHESAPEAKE DR SHELTON WA 98584	See IL-F-40-0047
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SARE ELECTRIC INC
PO BOX 12870
OLYMPIA WA 98508

EXTENSION ENDORSEMENT

Extension - CG 20 37 - HARTSTONE POINTE WATER SEWER DISTRICT

ANY COVERAGE PROVIDED BY THIS ENDORSEMENT APPLIES ONLY FOR THE ELECTRICAL WORK BY THE INSURED ON JOB # 8320 HPWSD WELL 4 GENERATOR INSTALLATION, 772 E CHESAPEAKE DR SHELTON WA 98584. ADDITIONAL INSUREDS INCLUDE: HARTSTONE POINTE WATER SEWER DISTRICT, ITS ELECTED AND APPOINTED OFFICIALS, OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS



Invoice

14576 NE 95th St
Redmond, WA 98052

Date	Invoice #
10/11/2018	38197

Bill To
Hartstene Pointe Water - Sewer District 772 E Chesapeake Dr Shelton, WA 98584

Ship To
Correct Equipment Atten:Hartstene 300 S Redwood St Suite 135 Canby, OR 97013

Job Name		P.O. No.		Terms		Due Date		Ship Via	
				NET 30 Days		11/10/2018		Best Way	
Item	Description	Qty	Rate	Ordered	Prev. Invo...	Backordered	Serial #	Amount	
Kuntze	Total/pH Chlorine Analyzer in Nema 4X SS Enclosure and Sample Pump 1 Kuntze Krypton® Multi w/ Stabiflow Measuring System for Free Chlorine/pH Includes: * Krypton® DES - Electronics * Argon® Stabiflow – Flow Stabilizer * Zirkon® FTG – Flow Cell * Zirkon® DIS – Total Chlorine Sensor * Zirkon® pH – pH Sensor Features: * 5 mA output / Alarm Output * ASR - Automatic Sensor Cleaning * Automatic Sample Flow Control to 30 l/hr. 1 Set pH Standards 1 Stainless Steel NEMA 4X Enclosure 30" W X 24" H X 8" Deep -Quarter Turn Key Lock 1 Sample Pump Home Depot 1/3 HP 25' Head 120VAC	1	9,250.00	1	0	0		9,250.00T	

Sales Tax (8.5%)
Total
Payments/Credits
Balance Due

40



14576 NE 95th St
Redmond, WA 98052

Invoice

Date	Invoice #
10/11/2018	38197

Bill To
Hartstene Pointe Water - Sewer District 772 E Chesapeake Dr Shelton, WA 98584

Ship To
Correct Equipment Atten:Hartstene 300 S Redwood St Suite 135 Canby, OR 97013

Job Name		P.O. No.		Terms		Due Date		Ship Via	
				NET 30 Days		11/10/2018		Best Way	
Item	Description	Qty	Rate	Ordered	Prev. Invo...	Backordered	Serial #	Amount	
	1 Y-Strainer with 80 Mesh SS Screen								

All charges not paid within 30 days from date of this invoice are subject to a 1.5% late fee and legal collections.

Sales Tax (8.5%)	\$786.25
Total	\$10,036.25
Payments/Credits	\$0.00
Balance Due	\$10,036.25

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Correct Equipment
Address: 14576 NE 95th Street
Redmond, WA 98052
Redmond, WA: (425) 869-1233
Canby, OR: (503) 582-0555
Toll Free: (877) 371-4555
WWW.CORRECTEQUIPMENT.COM

Quotation Date: January 15, 2018

David Carnahan
Hartstene Point Water-Sewer District

Reference: Kuntze Analyzer Mounted in SS Panel

Total/pH Chlorine Analyzer in Nema 4X SS Enclosure and Sample Pump

1 Kuntze Krypton® Multi w/ Stabiflow Measuring System for Free Chlorine/pH Includes:

- * Krypton® DES - Electronics
- * Argon® Stabiflow – Flow Stabilizer
- * Zirkon® FTG – Flow Cell
- * Zirkon® DIS – Total Chlorine Sensor
- * Zirkon® pH – pH Sensor

Features:

- * 5 mA output / Alarm Output
- * ASR - Automatic Sensor Cleaning
- * Automatic Sample Flow Control to 30 l/hr.

1 Set pH Standards

1 Stainless Steel NEMA 4X Enclosure 30" W X 24" H X 8" Deep

-Quarter Turn Key Lock

1 Sample Pump Home Depot 1/3 HP 25' Head 120VAC

1 Y-Strainer with 80 Mesh SS Screen

BUDGET PRICE: \$8,750 (Include Freight, Start-up and Training)

Does not include Installation or any items for installation not listed.

Terms & Conditions of Sale:

-F.O.B.: Hartstene Point WA

-Payment Terms: Net 30 Days

-This price is in effect for 60 days.

-Submittals, if required, will be provided 2 weeks after receipt of all technical data at Correct Equipment.

-Delivery will be made in approximately 2-4 weeks after receipt of order and/or approvals and resolution of all necessary technical data at Correct Equipment.

-Quotation prices do not include any sales taxes or any other taxes that may apply.

-This quotation is limited to the products and/or services as listed and excludes any item or service not specifically listed

Dean Brown || Sales Rep



Office: 425.869.1233

Cell: 425.466.6888

Fax: 425.869-1033

deanb@correctequipment.com

www.correctequipment.com

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