1. Preliminary Agenda For March 4, 2020
   Documents:

   0.PRELIMINARY.AGENDA.PDF

2. Agenda Packet For March 4, 2020
   Documents:

   03042020.AGENDA.PACKET.PDF
BOARD OF COMMISSIONERS
REGULAR MEETING
February 5, 2020 • 5:30 PM
PRELIMINARY AGENDA

Call Meeting to Order

Roll Call

Approval of Agenda

Visitors and Comments from the Audience

Minutes
1. Approve the Minutes of the Regular Meeting of February 19, 2020

Consent Agenda
2. The following items have either been previously discussed or are routine in nature. Any item may be removed at the request of a Commissioner for further discussion. The Board may approve all of these items with a single motion.
   2.1 Approve Vouchers in the amount of $

Business Items
3. Award Lift Station No. 9 Project #31-19 Resolution No. 520-20
4. Authorize purchase of PLC By-pass switch Project #56-20 Resolution No. 521-20
5. Other Business

Additional Reports
6. Management
   6.1 General Manager’s Report
   6.2 VERBAL REPORTS: Department Head Updates
      ▪ Legal
      ▪ Engineering
      ▪ Commissioners

Conclude
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      ▪ Commissioners

Conclude

SCHEDULE OF UPCOMING MEETINGS
Regular Meetings are held the 1st and 3rd Wednesdays of each month at 5:30 p.m. at the District Office

March 18, 2020
April 1, 2020
April 13, 2020
Minutes of February 19, 2020

The Meeting of the Board of Commissioners of February 19, 2020 was called to order at the District office by Commissioner McGrath at 5:30 p.m.

ROLL CALL/ IN ATTENDANCE
Commissioners:
Tom McGrath, Mike Johnson, Jeff Clarke

Engineering
Eric Delfel (Gray & Osborne)

Legal
Bill Linton (Inslee Best)

Staff:
Jim Voetberg, General Manager; Rick Matthews, Operations/Engineering Manager Sue Parks, Finance Manager; Gil Bridges, Treatment Plant Manager; Kendra Chapman, Executive Assistant/HR

APPROVAL OF AGENDA
Motion by Commissioner Johnson, second by Commissioner Clarke to approve the revised agenda as presented. The motion passed unanimously.

VISITORS AND COMMENTS FROM THE AUDIENCE
None.

MINUTES
Motion by Commissioner Johnson, second by Commissioner Clarke, to approve the minutes of February 5, 2020 as presented. The motion passed unanimously.

CONSENT AGENDA
Motion by Commissioner Johnson, second by Commissioner Clarke, to approve the Consent Agenda as presented. The motion passed unanimously.

Vouchers
Approved Vouchers in the amount of $860,992.44

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Payroll
Approve final payroll for previous employee $20,117.13.
Report

January Investment Report.

BUSINESS ITEMS

WASWD Shared Legal Expenses for Stormwater Permit Appeal

General Manager Voetberg presented the item giving a brief overview of his discussion with Executive Director, Judy Gladstone with WASWD, in regard to sharing legal expenses for litigation in regard to stormwater issues that may impact drinking water sources.

Commissioner Clarke stated that it is important to show our support as an industry participant, noting that this could have potential impacts throughout the industry for protecting water supplies.

Motion by Commissioner Clarke to participate in the shared legal expenses with WASWD in the amount of $1500.00, second by Commissioner Johnson. The motion passed unanimously.

ADDITIONAL REPORTS

Management General Manager’s Report

General Manager Voetberg reported on the following:

- Asked the Board for direction in regard to the District’s liability insurance, noting that in order to have a formal review it is important that Staff begin working on receiving information from other potential companies as soon as possible; notice would need to be given to Enduris, the District’s current insurer, by July 1st of the current year. Voetberg noted that the District has not had a formal review since 2011.

Commissioner Clarke noted that there have been changes for both Enduris and the Water and Sewer Risk Management pool. Commissioner McGrath noted he would like to see a formal review done. Commissioner Johnson noted that there is a lot of Diversity with Enduris, but agrees with a formal review.

- Voetberg reported that staff is currently working on the immediate replacement of the phone system which as one of our capital projects; due to repeated outages.
- Voetberg noted the WASWD Legislative Report was included in the agenda packet.
- Voetberg informed the Board of Finance Manager, Sue Parks, retirement effective March 20th. Voetberg commended Parks on her dedication and commitment to the District.
Voetberg reported he would be out of the Office February 24th – 28th for the Utility Management Conference with Rick Matthews as Acting General Manager in his absence.

**Discharge Monitoring Report**
The Board received the report and had no comments.

**Verbal Reports**
Finance Manager Parks had no report.

Operations/Engineering Manager Matthews reported that the WWTF Admin-Lab Building project is going well with masonry beginning in approximately 2 weeks. Matthews also reported that staff conducted interviews earlier in the day for the Utility Services Technician II/III position with plans to hire someone to begin in March. Matthews noted that there was a lot of interest in this position.

Executive Assistant/HR Chapman reminded the Board of the upcoming Employee Appreciation dinner on March 14th.

Treatment Plant Manager Bridges reported he would be attending a nutrient removal workshop in Tacoma the next day. Bridges also reported the plant is running well and noted that the District has a great contractor on the WWTF Admin-Lab Building project.

**Engineering**
Engineer, Eric Delfel reported that the Possession Place water main project is waiting for the contractor to complete the insurance requirements. Delfel also reported that a previous summer hire for the District, Hans Thoreson, has been hired by Gray & Osborne after completing his internship.

**Legal**
No report.

**Commissioners**
Commissioner Clarke reported the Department of Ecology is looking for members to join an advisory group in regards to the nutrient removal requirements and he will be a potential candidate for the group.

Commissioner McGrath reported that the WAWSD Retrospective committee selected Archbright as the new 3rd party administrator. McGrath also noted that there will be an increase in membership fees.

**EXECUTIVE SESSION**
Motion by Commissioner McGrath, second by Commissioner Johnson to convene to an executive session at 5:57 pm for the purpose of potential litigation, pursuant to RCW 42.30.110(1)(i) stating the session would last for 20 minutes. The Commissioners, General Manager Voetberg, Operations/Engineering Manager Matthews, Executive Assistant Chapman, Engineer Delfel and Attorney Linton attended the executive session. At 6:17 pm Commissioner McGrath extended the meeting 10 additional minutes. General Manager Voetberg announced the meeting extension. At 6:27 the executive session concluded and the open public meeting convened.
OTHER BUSINESS

Finance Manager Job Description Update

General Manager Voetberg presented the item noting that due to the intended retirement of the District's current Finance Manager staff completed salary comparisons to some neighboring districts and also updated the job description which Executive Assistant/HR Chapman presented to the Board.

General discussion occurred.

General Manager Voetberg noted that other positions will be evaluated and brought to the Board later in the year.

Motion by Commissioner Johnson, second by Commissioner Clarke to approve resolution no. 519-20, updating the job description of the Finance Manager and placing the position of Finance Manager and Operations/Engineering Manager to grade 21. The motion passed unanimously.

CONCLUDE

There being no further business, the President of the Board concluded the meeting at 6:44 p.m.

Commissioner Johnson  Commissioner McGrath

Commissioner Clarke
SUBJECT: Award of the Lift Station No. 9 Upgrade Project 31-19

MEETING DATE: March 4, 2020

FROM: Jim Voetberg, General Manager

CURRENT YEAR

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<tr>
<th>Amount Budgeted</th>
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<th>Amount Available</th>
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<th>Expenditure Requested</th>
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<td>$306,000</td>
<td>$2,594,000</td>
<td></td>
<td>$2,463,708.00</td>
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</table>

EXHIBITS ATTACHED
- Resolution No. 520-20, Awarding the Lift Station No. 9 Upgrade Project
- Lift Station No. 9 Project Bid Tabulation (2 pages)
- Protest letter from Interwest Construction Inc. dated February 12, 2020
- LS No. 9 Addendum #3
- Project General Condition section 2.01.8, Disqualification of Bidders (3 pages)
- Project Supplemental General Conditions Section 2.01.8 (3) (g), Criteria 7, (3 pages)
- Bid Review letter from Gray & Osborne dated February 27, 2020

SUMMARY STATEMENT/ISSUES:

Lift Station No. 9 was constructed by the City of Mukilteo in the 1980’s and is at the end of its useful life. Included in the 2020 Capital Budget is funding in the amount of $2,900,000 for upgrades to Lift Station No. 9 to improve the station’s reliability, redundancy, capacity and accessibility. At the January 15, 2020 Board meeting, Construction Management services for this project was authorized in the amount of $306,680 leaving $2,594,000 for construction.

Design and construction documents were prepared by the District’s engineer Gray & Osborne. The project was formally bid and opened on February 12, 2020. Attached for Board review is the bid tabulation from the bid opening. Note the low bidder, Pacific Crest Construction, did not acknowledge Addendum #3.

Due to the low bidder not acknowledging Addendum #3, the second low bidder, Interwest Construction, submitted a formal protest letter (attached). Procedures for disqualifying bidders is outlined in section 2.01.8 of the General Conditions (attached). General Conditions section 2.01.8 (1) lists reasons a proposal will be rejected and General Conditions section 2.01.8 (2) lists reasons bids may be rejected. As seen in section 2.01.8 (2) (c) the Proposer may be considered irregular and may be rejected if “receipt of Addenda is not acknowledged”.

As a part of the bidder qualification review performed by Gray & Osborne, it was discovered Pacific Crest Construction has had recent issues with completing projects on time. In 2017, Pacific Crest was assessed liquidated damages for a project with the City of Bellevue and in 2018, Pacific Crest settled a delay issue with AWWD through a deductive change order. Pursuant to Supplemental Conditions 2.01.8 (3) (g) Criteria 7 (attached), “The Bidder shall not have had liquidated damages assessed on any projects it has completed 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet contract time”.

Expenditure Requested $2,463,708.00

Mukilteo Water and Wastewater District

Agenda Packet March 4, 2020

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The District's legal counsel has communicated with Pacific Crest Construction regarding the above mentioned issues. Pacific Crest Construction has since responded. After consulting with legal counsel and the District's engineer, and considering all subsequent information presented by Pacific Crest Construction, Staff recommends awarding the project to Interwest Construction, Inc. A resolution awarding the Lift Station No. 9 Upgrade project to Interwest Construction, Inc. has been prepared for Board consideration.

SUGGESTED/RECOMMENDATION:

Adopt Resolution No. 520-20, awarding the Lift Station No. 9 Upgrade project to Interwest Construction, Inc. in the amount of $2,463,708.00, including sales tax.
MUKILTEO WATER AND WASTEWATER DISTRICT
SNOHOMISH COUNTY, WASHINGTON

RESOLUTION NO. 520-20

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE MUKILTEO WATER AND WASTEWATER DISTRICT, SNOHOMISH COUNTY, WASHINGTON, AWARDING A CONTRACT FOR THE LIFT STATION NO. 9 UPGRADE PROJECT

WHEREAS, included in the Mukilteo Water and Wastewater District 2020 Capital Budget is funding for the Lift Station No. 9 Upgrade project. Capital Project 31-19; and

WHEREAS, construction documents for the Lift Station No. 9 Upgrade project were prepared by the District’s Engineer, Gray & Osborne; and

WHEREAS, on January 15 and January 22, 2020, a call for bids was published for the Lift Station No. 9 Upgrade project; and

WHEREAS, sealed bids for the Lift Station No. 9 Upgrade project were opened on February 12, 2020 at 1:00 p.m.; and

WHEREAS, the apparent low bidder was Pacific Crest Construction Inc. and the apparent second low bidder was Interwest Construction Inc.; and

WHEREAS, on February 12, 2020, the second low bidder, Interwest Construction Inc., submitted a letter to the District protesting Pacific Crest Construction Inc.’s bid due to Pacific Crest Construction’s failure to acknowledge Addendum #3; and

WHEREAS, Gray & Osborne has reviewed the bids and documented the following: (a) Pacific Crest Construction Inc. did not acknowledge Addenda #3 and (b) Pacific Crest Construction has a recent history of failing to meet contract time; and

WHEREAS, General Conditions section 2.01.8 (2)(c) states a Proposer may be considered irregular and may be rejected if “receipt of Addenda is not acknowledged”; and

WHEREAS, Pursuant to Supplemental Conditions 2.01.8 (3) (g), Criteria 7, a Bidder will be deemed not responsible if the Bidder demonstrates a pattern of failing to meet contract time; and

WHEREAS, a letter dated February 14, 2020 was sent to Pacific Crest Construction Inc., notifying Pacific Crest Construction the District considered their bid irregular for failure to acknowledge Addendum #3 and not meeting Supplemental Responsibility Criteria relating to completing projects on time; and

WHEREAS, on February 19, 2020, the District received a letter from Pacific Crest Construction Inc., appealing the District’s decision to consider their bid irregular; and

WHEREAS, on February 24, 2020, a teleconference was held with Pacific Crest Construction Inc., Pacific Crest Construction legal counsel, District Staff, and District legal counsel in which Pacific Crest Construction was afforded the opportunity to explain
their bid, their approach to the project and their past issues of completing projects on time; and

WHEREAS, the District’s engineer and legal counsel have reviewed the bid documents and subsequent bid information and based on Pacific Crest Construction Inc.’s. failure to acknowledge Addendum #3 and a recent past history of completing projects on time believe the District may consider Pacific Crest Construction’s bid irregular and a non-responsive Bidder, subject to Pacific Crest Construction’s legal remedies through the court system; and

WHEREAS, after consultation with the District’s legal counsel and the District’s engineer, the District General Manager recommends award of the Lift Station No. 9 Upgrade project to Interwest Construction, Inc. in the total amount of $2,463,708.00, including state sales tax; now, therefore,

BE IT RESOLVED by the Board of Commissioners of the Mukilteo Water and Wastewater District, Snohomish County, Washington as follows:

1. The recitals set forth above are incorporated herein by this reference.
2. Pacific Crest Construction Inc’s. bid is determined to be irregular and nonresponsive.
3. The Lift Station No. 9 Upgrade project is hereby awarded to Interwest Construction, Inc. as the lowest responsible bidder in the amount of $2,463,708.00, including state sales tax, subject to the execution of the project contract and providing the performance and payment bonds and insurance as required by the project bid.
4. The General Manager is hereby authorized to execute the contract on behalf of the District.
5. District staff is directed to notify the contractor of the award, have the necessary documents executed, issue a notice to proceed, and follow through with supervision and inspection of the work to its completion.

ADOPTED by the Board of Commissioners of the Mukilteo Water and Wastewater District, Snohomish County, Washington, at the regular open public meeting thereof held on the 4th day of March 2020.

President/Commissioner McGrath
Secretary/Commissioner Clarke

Vice President/Commissioner Johnson
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<th>NO.</th>
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<td>$2,796,750.00</td>
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</table>

Sealed bids were opened at the Mukilteo Water & Wastewater District, 7824 Mukilteo Speedway, Mukilteo, Washington 98275 on Wednesday, February 12, 2020, at 1:00 p.m. (local time).

I hereby certify that to the best of my knowledge, the above tabulations are true and correct transcriptions of the unit prices and total amounts bid.

BARRY BAKER, P.E.
February 12, 2020

Mukilteo Water and Wastewater District
7824 Mukilteo Speedway
Mukilteo, WA 98275

RE: Lift Station #9
Bid Protest

Engineer:

Interwest Construction (Interwest) formally protests the apparent low bidder on the referenced project opened on February 12, 2020. Pacific Crest Construction failed to properly acknowledge Addendum #3, making their bid unresponsive. Interwest Construction is the lowest responsive bidder on the referenced project.

Please feel free to contact me with any comments, concerns or questions you may have regarding this bid protest.

Respectfully submitted,

INTERWEST CONSTRUCTION, INC.

Dana Orbe, P.E.
Vice President
ADDENDUM 3
TO THE CONTRACT PROVISIONS AND CONTRACT PLANS
FOR
MUKILTEO WATER & WASTEWATER DISTRICT
LIFT STATION 9 UPGRADE
G&O #19424

ISSUED THIS DATE: FRIDAY, FEBRUARY 10, 2020

BID OPENING: 1:00 P.M. (LOCAL TIME) ON WEDNESDAY, FEBRUARY 12, 2020
MUKILTEO WATER & WASTEWATER DISTRICT
7824 MUKILTEO SPEEDWAY
MUKILTEO, WASHINGTON 98275

Bidder shall acknowledge receipt of this Addendum and all previous addenda on Page P-4 of the Proposal.

TO PROSPECTIVE BIDDERS:
The attention of all prospective bidders on the above project is directed to the following additions and modifications to the Contract Provisions and Contract Plans.

I. ADDITIONS, MODIFICATIONS, AND/OR DELETIONS TO THE TECHNICAL SPECIFICATIONS

ITEM 1:
Page 01530-2, Specification Section 01530-2.1, BYPASS PUMPING EQUIPMENT

ADD the following to the end of the first paragraph:

"The existing bypass connection is a 6-inch blind flange. The force main extends approximately 3,250 feet to its point of discharge, which is in the Lift Station 10 wet well, above the normal high water level."

(October 25, 2019)
d. Any additional pertinent information establishing the experience or qualifications of the proposed Subcontractor.

(6) After opening and reading Proposals, the Owner will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit, converted to the actual extension, will control. The total extensions, corrected where necessary, will be used by the Owner for comparison and award purposes and to establish the amount of the Contractor’s Performance and Public Works Payment Bonds.

2.01.7 WITHDRAWING OR REVISING PROPOSAL

After submitting a physical Proposal to the Owner, the Bidder may withdraw, or revise it if:

1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Proposals; and
2. The Owner receives the request before the time set for receipt of Proposals; and
3. The revised or supplemented Proposal (if any) is received by the Owner before the time set for receipt of Proposals.

If the Bidder’s request to withdraw or revise its Proposal is received before the time set for receipt of Proposals, the Owner will return the unopened Proposal package to the Bidder. The Bidder must then submit the revised package in its entirety. If the Bidder does not submit a revised package, then its bid shall be considered withdrawn.

Late revised Proposals or late withdrawal requests will be date recorded by the Owner and returned unopened. Mailed, emailed, or faxed requests to withdraw or revise a Bid Proposal are not acceptable.

2.01.8 DISQUALIFICATION OF BIDDERS

1. A proposal will be considered irregular and will be rejected if:
   a. The Bidder is not prequalified when so required;
   b. The authorized proposal form furnished by the Owner is not used or is altered;
   c. The completed proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
   d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
   e. A price per unit cannot be determined from the Bid Proposal;
   f. The Proposal form is not properly executed;
   g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable;
h. The Bidder fails to submit or properly complete a Disadvantaged, Minority or Women’s Business Enterprise Certification, if applicable;

i. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or

j. More than one proposal is submitted for the same project from a Bidder under the same or different names.

2. A Proposal may be considered irregular and may be rejected if:

   a. The Proposal does not include a unit price for every Bid item;

   b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;

   c. Receipt of Addenda is not acknowledged;

   d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or

   e. If Proposal form entries are not made in ink.

A Bidder will be deemed not responsible if:

1. The Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1); or

2. Evidence of collusion exists with any other Bidder or potential Bidder. Participants in collusion will be restricted from submitting further bids; or

3. The Bidder, in the opinion of the Owner, does not have the means or the qualifications to complete the Work; or

4. An unsatisfactory performance record exists based on past or current Owner work or for work done for others, as judged from the standpoint of conduct of the work; workmanship; or progress; affirmative action; equal employment opportunity practices; termination for cause; or Disadvantaged Business Enterprise, Minority Business Enterprise, or Women’s Business Enterprise utilization; or

5. There is uncompleted work (Owner or otherwise), which in the opinion of the Owner might hinder or prevent the prompt completion of the work bid upon; or

6. The Bidder failed to settle bills for labor or materials on past or current contracts, unless there are extenuating circumstances acceptable to the Owner; or

7. The Bidder has failed to complete a written public contract or has been convicted of a crime arising from a previous public contract, unless there are extenuating circumstances acceptable to the Owner; or

8. The Bidder is unable, financially or otherwise, to perform the work, in the opinion of the Owner; or

9. There are any other reasons deemed proper by the Owner.

The basis for evaluation of Bidder compliance with these mandatory and supplemental criteria shall be any documents or facts obtained by Owner (whether from the Bidder or third parties) which any reasonable owner would rely on for determining such compliance, including but not limited to: (1) financial, historical, or operational data from the Bidder; (2) information obtained

November 12, 2018 – MWWD General Conditions 2-6

Mukilteo Water and Wastewater District  Agenda Packet March 4, 2020  14 of 35
directly by the Owner from owners for whom the Bidder has worked, or other public agencies or private enterprises; and (3) any additional information obtained by the Owner which is believed to be relevant to the matter.

If the Owner determines the Bidder does not meet the bidder responsibility criteria above and is therefore not a responsible Bidder, the Owner shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within 48 hours of receipt of the Owner’s determination by presenting its appeal in writing to the Owner. The Owner will consider the appeal before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Owner will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the final determination.

2.01.9 PROPOSAL ERRORS

If a Bidder discovers an error in the Bidder’s Proposal after the Proposals have been opened and tabulated and desires to withdraw the erroneous Proposal, the Bidder shall submit a notarized affidavit signed by the Bidder, accompanied by original certified worksheets used in the preparation of the Proposal, requesting relief from the Award. The affidavit shall describe the specific error(s) and certify that the worksheets are the originals used in the preparation of the Proposal.

The affidavit and the certified worksheets shall be received by the Engineer before 5:00 p.m. local time on the next business day following the day of the Proposal opening or the claim of error will not be considered. The Engineer will review the certified worksheets to determine the validity of the claimed error, and make its recommendation to the Owner. If the Owner and Engineer concur that the claim of error is allowable under applicable law, the Bidder will be relieved of responsibility for the Proposal, and the Proposal Deposit will be returned to the Bidder. Thereafter, at the discretion of the Owner, all Proposals may be rejected or an Award made to the next lowest responsive, responsible Bidder.

2.02 AWARD AND EXECUTION OF CONTRACT

2.02.1 AWARD OF CONTRACT

A Contract will not be awarded until the Owner is satisfied that the successful Bidder is responsible, reasonably familiar with the Work to be performed and has the necessary capital, tools, personnel and equipment to satisfactorily perform the Work.

The Owner reserves the right to waive informalities in the bidding, accept a Proposal of the lowest responsive, responsible Bidder, reject any or all Proposals, republish the call for Proposals, or revise or cancel the project.

After the date and hour set for the opening of the Proposals, no Bidder may withdraw its Proposal unless the Award of the Contract is delayed for a period exceeding 60 calendar days following Proposal opening. In the event that a conflicting duration appears elsewhere in the Invitation for Proposals or Contract Provisions or advertisement, the longer period shall govern.
SUPPLEMENTARY GENERAL CONDITIONS

Add Section 2-01.8.3.:

3. A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or does not meet Supplemental Criteria 1 through 8 in this Section:

The Owner will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1), and Supplemental Criteria 1. Evidence that the Bidder meets Supplemental Criteria 2 through 8 shall be provided by the Bidder as stated later in this Section.

a. Criteria 1 – Federal Debarment

1. Criterion: The Bidder shall not currently be debarred or suspended by the Federal government.

2. Documentation: The Bidder shall not be listed as having an “active exclusion” on the U.S. government’s “System for Award Management” database (www.sam.gov).

b. Criteria 2 – Delinquent State Taxes

1. Criterion: The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.

2. Documentation: The Bidder shall, if and when required as detailed below, sign a statement (on a form to be provided by the Owner) that the Bidder does not owe delinquent taxes to the Department of Revenue. If the Bidder owes delinquent taxes, they must submit a written payment plan approved by the Department of Revenue, to the Owner by the deadline listed below.

c. Criteria 3 – Claims Against Retainage and Bonds

1. Criterion: The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects in the 3 years prior to the bid submittal date, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and
workers, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Owner.

2. **Documentation:** The Bidder shall, if and when required as detailed below, sign a statement (on a form to be provided by the Owner) that the Bidder has not had claims against retainage and bonds in the 3 years prior to the bid submittal date. If the Bidder has had claims against retainage and bonds in the three years prior to the bid submittal date, they shall submit a list of the public works projects completed in the 3 years prior to the bid submittal date that have had claims against retainage and bonds and include for each project the following information:

- Name of project
- The owner and contact information for the owner;
- A list of claims filed against the retainage and/or payment bond for any of the projects listed;
- A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.

d. **Criteria 4 – Public Bidding Crime**

1. **Criterion:** The Bidder and/or its owners shall not have been convicted of a crime involving bidding on a public works contract in the 5 years prior to the bid submittal date.

2. **Documentation:** The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Owner) that the Bidder and/or its owners have not been convicted of a crime involving bidding on a public works contract.

e. **Criteria 5 – Termination for Cause / Termination for Default**

1. **Criterion:** The Bidder shall not have had any public works contract terminated for cause or terminated for default by a government agency in the 5 years prior to the bid submittal date, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Owner.

2. **Documentation:** The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Owner) that the Bidder has not had any
public works contract terminated for cause or terminated for default by a government agency in the 5 years prior to the bid submittal date; or if Bidder was terminated, describe the circumstances.

f. **Criteria 6 – Lawsuits**

1. **Criterion:** The Bidder shall not have lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Owner.

2. **Documentation:** The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Owner) that the Bidder has not had any lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, or shall submit a list of all lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date, along with a written explanation of the circumstances surrounding each such lawsuit. The Owner shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet terms of construction related contracts.

---

**Criteria 7 – Contract Time (Liquidated Damages)**

1. **Criterion:** The Bidder shall not have had liquidated damages assessed on any projects it has completed 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet contract time.

2. **Documentation:** The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Owner) that the Bidder has not had liquidated damages assessed on any projects it has completed within the 5 years prior to the bid submittal date, or shall submit a list of Projects with assessed liquidated damages along with Owner contact information, and number of days assessed liquidated damages.
February 27, 2020

Mr. Jim Voetberg, P.E.
General Manager
Mukilteo Water & Wastewater District
7824 Mukilteo Speedway
Mukilteo, Washington 98275

SUBJECT: REVIEW OF BIDS, LIFT STATION 9 UPGRADES
MUKILTEO WATER & WASTEWATER DISTRICT,
SNOHOMISH COUNTY, WASHINGTON
G&O #20441.00

Dear Mr. Voetberg:

On February 12, 2020, the Mukilteo Water & Wastewater District received five bids for the Lift Station 9 Upgrades. The bids ranged from $2,306,135.00 to $2,866,057.29. The Engineer’s Estimate was $2,596,750.00. Each proposal was checked for correctness of extensions of the prices per unit and the total price. No corrections were made. We have provided a bid summary with this letter. The bidders and their respective bid amounts, including sales tax where applicable, are as follows:

1. Pacific Crest Construction, Inc. (Lynnwood, Washington) .... $2,306,135.00
2. Interwest Construction, Inc. (Burlington, Washington).......... $2,463,708.00
   Engineer’s Estimate .............................................................. $2,596,750.00
4. Award Construction, Inc. (Ferndale, Washington) ................. $2,738,742.50
5. McClure and Sons, Inc. (Mill Creek, Washington) ................ $2,866,057.29

One formal bidding protest has been recorded from Interwest Construction, Inc. regarding Pacific Crest Construction, Inc. not acknowledging Addendum 3.

The apparent low bidder, Pacific Crest Construction, Inc., did not acknowledge all the addenda prepared and posted for the project. They did provide a written letter that the bid price would not be altered based on the information provided in Addendum 3.

The District General Conditions Section 2.01.8 allows for disqualification of bidders if receipt of addenda is not acknowledged in the bid proposal.

We have also reviewed the Supplemental Bidder Criteria for Pacific Crest Construction, Inc. in accordance with the Contract Documents. The Mandatory Bidder Responsibility Checklist, including documentation, is attached for the District’s file.
Pacific Crest Construction listed one project with liquidated damages assessed. During our reference review for prior projects, the staff associated with another referenced project reported a deductive change order was negotiated by the owner to address issues that included work extending beyond the contract time. In compliance with the Supplementary General Conditions of the Contract Documents, the District notified Pacific Crest Construction, Inc. on February 14, 2020, of an initial determination of not meeting the Supplemental Bidder Responsibility Criteria. Pacific Crest Construction, Inc. through their attorney, A. Shawn Hicks, provided a letter within 2 business days regarding these items. A follow-up phone call was held with the District staff and legal and engineering consultants. The District will need to make a final determination whether Pacific Crest Construction, Inc. meets the responsibility criteria.

We also reviewed the Supplemental Bidder Criteria for the second low bidder, Interwest Construction, Inc. of Burlington, Washington, in accordance with the Contract Documents. Interwest Construction, Inc. is currently a Washington State registered and licensed contractor and appears to have the relevant qualifications and experience to successfully perform the work the project will require.

In accordance with RCW 39.04, we have verified Interwest Construction, Inc. of Burlington, Washington, has met the responsibility criteria. The Mandatory Bidder Responsibility Checklist, including documentation, is attached for the District’s file. We have also reviewed the Supplemental Bidder Criteria information submitted by Interwest Construction, Inc. and they appear to meet the requirements of the Supplemental Bidder Responsibility Criteria.

The Contract Documents allow the District to disqualify a bidder if addenda are not acknowledged. The Contract Documents also allow the District to disqualify a bidder if a Contractor does not meet the Supplemental Bidder Responsibility Criteria. We recommend the District award the contract to the bidder complying with the Contract Documents.

Please contact us if you have any questions and/or require additional information.

Sincerely,

GRAY & OSBORNE, INC.

Barry Baker, P.E.

BB/ hh
Encl.
SUBJECT: Purchase of a PLC by-pass switch from Wedeco

MEETING DATE: March 4, 2020

FROM: Jim Voetberg, General Manager

<table>
<thead>
<tr>
<th>CURRENT YEAR</th>
<th>MULTI-YR. PROJ.</th>
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</thead>
<tbody>
<tr>
<td>Amount Budgeted</td>
<td>Amount Committed</td>
</tr>
<tr>
<td>$10,000</td>
<td>$0</td>
</tr>
</tbody>
</table>

EXHIBITS ATTACHED
- Resolution No. 521-20, authorizing the purchase of a Wedeco PLC By-Pass Switch (Watchdog Timer Relay)
- By-Pass switch cost proposal from Wedeco

SUMMARY STATEMENT/ISSUES:

As earlier reported to the Board, the wastewater treatment facility utilizes an ultraviolet (UV) light disinfection system to disinfect treated wastewater prior to discharging to Puget Sound. It was also reported the existing Wedeco UV light disinfection system does not have an electrical power by-pass switch at the process logic controller (PLC) to allow the system to operate in the event the PLC fails. As an added redundancy to maintain power to the UV light disinfection system in the event the PLC fails, Staff recommends the installation of a PLC electrical by-pass switch.

Included in the 2020 Capital Budget is funding in the amount of $10,000 to purchase and install a UV light disinfection system PLC by-pass switch. Based on the fact Wedeco is the sole supplier of the required by-pass switch, the Board authorized a sole source procurement for this purchase (Resolution No. 518-20).

Attached to this report is a proposal from Wedeco to supply and install the by-pass switch (Watchdog Timer Relay) along with necessary programming to the UV system controls to allow the system to operate in the event the PLC fails. A resolution authorizing the purchase of a PLC by-pass switch from Wedeco has been prepared for Board consideration.

SUGGESTED/RECOMMENDATION:

Adopt Resolution No. 521-19, authorizing the sole source purchase of a Wedeco by-pass switch.
MUKILTEO WATER AND WASTEWATER DISTRICT
SNOHOMISH COUNTY, WASHINGTON

RESOLUTION NO. 521-20

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE MUKILTEO WATER AND WASTEWATER DISTRICT, SNOHOMISH COUNTY, WASHINGTON, AUTHORIZING THE PURCHASE OF A WEDECO ULTRAVIOLET LIGHT DISINFECTION SYSTEM PROJECT LOGIC CONTROLLER BY-PASS SWITCH

WHEREAS, included in the Mukilteo Water and Wastewater District 2020 Capital Budget is funding for the Wastewater Treatment Facility's Ultraviolet (UV) light disinfection system Program Logic Controller (PLC) by-pass switch, Capital Project 56-20; and

WHEREAS, a sole source procurement for a UV light disinfection PLC by-pass switch was authorized through Resolution No. 518-20; and

WHEREAS, Wedeco submitted a proposal to supply and install a by-pass switch ("Watchdog Timer Relay") in the amount of $9,548, excluding tax; and

WHEREAS, the District General Manager recommends the purchase of a PLC by-pass switch from Wedeco in the amount of $9,548.00, plus tax in the amount of $1,002.54, for a total of $10,550.54; now, therefore,

BE IT RESOLVED by the Board of Commissioners of the Mukilteo Water and Wastewater District, Snohomish County, Washington as follows:

1. The recitals set forth above are incorporated herein by this reference.
2. Authorize the purchase of a PLC by-pass switch (Watchdog Timer Relay) from Wedeco in the amount of $10,550.54, including applicable state sales tax.
3. The General Manager is authorized to execute an agreement with Wedeco for the purchase of a PLC by-pass switch on behalf of the District.

ADOPTED by the Board of Commissioners of the Mukilteo Water and Wastewater District, Snohomish County, Washington, at the regular open public meeting thereof held on the 4th day of March 2020.

Commissioner McGrath

Commissioner Clarke

Commissioner Johnson
Mukilteo – Big Gulch Water Treatment Facility
Bypass Controls/ Manual Mode Operation

Prepared for:
Mr. Gil Bridges
February 14, 2020
February 14, 2020

Mukilteo – Big Gulch Water Treatment Facility
ATTN: Mr. Gil Bridges
9417 62nd Place West
Mukilteo, WA 98275

Project Name: Mukilteo – Big Gulch Water Treatment Facility
Project Number: 14925

Thank you for your interest in the bypass mode/manual controls operation for the Wedeco TAK UV equipment at the Mukilteo – Big Gulch Water Treatment Facility. The bypass mode/manual controls operation will allow access to the PLC and run the system in Watchdog mode.

As Xylem is the OEM for the Ultraviolet Disinfection System at your site, the site can be assured that the training, led by a Wedeco Controls Engineer, will be of the highest quality. In the following pages you will find a proposed scope for the training session.

We trust this information meets your expectations. Please don’t hesitate to contact us if you have any questions.

We value your business and look forward to working with you.

Sincerely,

Jenny Banci
Xylem Water Solutions USA, Inc
Aftermarket Territory Manager - Treatment
951-903-8509
<table>
<thead>
<tr>
<th></th>
<th>Table of Contents</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bypass Mode/Manual Controls Operation ......................................................... 4</td>
</tr>
<tr>
<td>2</td>
<td>COMMERCIAL TERMS &amp; CONDITIONS ................................................................. 6</td>
</tr>
</tbody>
</table>
1 Bypass Mode/Manual Controls Operation

Programming change to add back-up operation mode to PLC and allow system to run in Watchdog mode.

WATCHDOG MODE SPECIFICATION
Wedeco shall upgrade the existing Wedeco UV control system at Mukilteo Big Gulch WTF to provide Watchdog mode. Wedeco shall add a Watchdog Timer Relay that monitors the health of the UV PLC. When a major PLC failure occurs the UV control system shall automatically enter Watchdog mode. Watchdog mode shall automatically switch to hardwired control and drive the lamps in all banks to 100% output power level while in automatic mode and no immediate shutdown alarms present. Note: Existing conditions enabling the UV system to run shall still be required. When the UV PLC is healthy a discrete pulse from the UV PLC shall reset the Watchdog timer relay every 8 seconds. This shall keep the Watchdog timer relays energized. When the UV PLC is not healthy the Watchdog relay shall stop receiving pulses and shall start timing for 12 seconds. When the time period expires, the Watchdog timer relay shall de-energize to turn on the lamps. Wedeco to amend shop drawings and bill of materials as required to provide Watchdog mode in the existing Wedeco UV control system. Wedeco shall provide electrical design, updated drawings, supplemental bill of material, hardware and labor.

WEDECO TO PROVIDE CABINET DESIGN AND ENCLOSURE WIRING

<table>
<thead>
<tr>
<th>Scope of Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>• Cabinet design to incorporate bypass mode/manual controls</td>
</tr>
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<td></td>
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<tr>
<td></td>
</tr>
<tr>
<td>• On-site by Wedeco Technician (2 days on-site)</td>
</tr>
</tbody>
</table>

Total Training Price: $9548.00

ADDITIONAL DAY ON-SITE: $1,789 per day

NOTES:
• Parts suggested are based on the nature of the issues reported. May need additional parts or time on site.
• Scope of supply includes prevailing wages
• Proof of 2 million dollar liability insurance policy will be provided
2 COMMERCIAL TERMS & CONDITIONS

**Incoterm:** DAP - Delivered At Place **Named Placed:** Jobsite

Incoterms 2010 clarify responsibility for costs, risks, & tasks associated with the shipment of goods to the named place.

**Validity:** This Quote is valid for thirty (30) days.

**Terms of payment:** 100% Net 30 days
Xylem’s payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by Xylem Inc.

**General Equipment / Workmanship Warranty:** Standard warranty terms apply to the items in this quotation.

**Schedule:** Submittals are not applicable. Delivery lead times for service are subject to technician availability after order acceptance.

**Terms of Delivery:** PP/Add Actual Surcharge

**Terms and Conditions:** This order is subject to the Standard Terms and Conditions of Sale - Xylem Americas effective on the date the order is accepted which terms are available at [http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx](http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx) and are incorporated herein by reference and made a part of the agreement between the parties.

**Back charges:** Purchaser shall not make purchases nor shall Purchaser incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

**Shortages:** Seller will not be responsible for any apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

**Taxes:** The prices quoted above do not include any state, federal, or local sales tax or use taxes. Any such taxes as applicable must be added to the quoted prices.

**Customer Acceptance:** A signed facsimile copy of this quote is acceptable as a binding contract. PO# is required.
**CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER:**
Marsh USA, Inc.
1166 Avenue of the Americas
New York, NY 10036

**CN106453421-STND-GAW-19-20**

**INSURED:**
Xylem Water Solutions USA, Inc.
5120 Reid's Pointe Road
Glen Allen, VA 23060

**CONTACT:**
Lauren Giangrande
(212) 345-6000
Lauren.Giangrande@marsh.com

**DATE (MM/DD/YYYY):**
12/19/2019

**CERTIFICATE OF LIABILITY INSURANCE**

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 policies 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).

**COVERAGES**

**CERTIFICATE NUMBER:**
NYC-01078216-01

**REVISION NUMBER:**
2

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.

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<th>TYPE OF INSURANCE</th>
<th>ADD'L SUBROG.</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF</th>
<th>POLICY EXPIRATION</th>
<th>LIMITS</th>
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<td>CLAIMS-MADE</td>
<td>GL 6852456</td>
<td>10/01/2019</td>
<td>10/01/2020</td>
<td>EACH OCCURRENCE $1,000,000, DAMAGE TO RENTED PREMISES (in excess) $1,000,000, MED EXP (Any one person) $10,000, PERSONAL &amp; ADV INJURY $1,000,000, GENERAL AGGREGATE $2,000,000, PRODUCTS - COMM prod AGG $2,000,000, SR: $1,000,000</td>
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<td>ANY AUTO</td>
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<td>10/01/2020</td>
<td>COMBINED SINGLE LIMIT (Per Occurrence) $3,000,000, BODILY INJURY (Per person) $3,000,000, BODILY INJURY (Per accident) $3,000,000, PROPERTY DAMAGE (Per accident) $3,000,000</td>
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<td>B</td>
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<td>10/01/2020</td>
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<td>A</td>
<td>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</td>
<td>N/A</td>
<td>SEE ACORD 101</td>
<td>10/21/2019</td>
<td>10/31/2020</td>
<td>E.L. EACH ACCIDENT $2,000,000, E.L. DISABILITY - EA EMPLOYEES $2,000,000, E.L. DISEASE - POLICY LIMIT $2,000,000</td>
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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Evidence of Coverage

**CERTIFICATE HOLDER:**
Xylem Water Solutions USA, Inc.
5120 Reid's Pointe Road
Glen Allen, VA 23080

**CANCELLATION:**

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 of Marsh USA Inc.
Lauren Giangrande

© 1988-2016 ACORD CORPORATION. All rights reserved.
<table>
<thead>
<tr>
<th>AGENCY</th>
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<tr>
<td>POLICY NUMBER</td>
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**ADDITIONAL REMARKS**

**WORKERS COMPENSATION:**

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<tr>
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<td>WC 020008516 (CA)</td>
</tr>
<tr>
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<td>23841</td>
<td>WC 020008517 (IL, KY, NC, NH, UT, VT)</td>
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<tr>
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<td>WC 020008519 (MA, OH, WA, WI, WY)</td>
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<tr>
<td>AMERICAN HOME ASSURANCE COMPANY</td>
<td>19380</td>
<td>WC 020008520 (CA)</td>
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<tr>
<td>ILLINOIS NATIONAL INSURANCE COMPANY</td>
<td>23817</td>
<td>WC 020008521 (FL)</td>
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<tr>
<td>NEW HAMPSHIRE INSURANCE COMPANY</td>
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<td>WC 020008522 (AZ, VA)</td>
</tr>
</tbody>
</table>
MEMORANDUM

To:        Board of Commissioners
From:      Jim Voetberg, General Manager
Date:      February 21, 2020
Subject:   Manager’s report for the meeting of March 4, 2020

Spada Lake Water Supply: Attached for the Board’s information is the Everett Water Situation Fact Sheet handed out at the recent Everett Water User Coalition (EWUC) meeting. As the Board will note, there is plenty of water for this coming summer.

District Phone System Replacement: As reported at the last Board meeting, the District’s phone system is experiencing intermittent outages, many of which is due to the internal phone system. An agreement with G12 Communications has been executed and the new system should be installed within the next few weeks.

Department of Ecology Nutrient Issue: The District continues to be involved with the Department of Ecology’s plan to establish limits on nutrient discharge from wastewater treatment facilities. Both Commissioner Clarke and Treatment Plant Manager Gil Bridges recently attended an industry workshop hosted by the City of Tacoma. An update from the meeting will be provided at the meeting.
### Everett’s Water Situation FACT SHEET

**Everett Public Works Department**  
[everettwa.gov/water](http://everettwa.gov/water)

**As of 2/18/20**

<table>
<thead>
<tr>
<th>Source of water &amp; location</th>
<th>Sultan River Watershed, Spada Lake Reservoir on west slope of Cascade Mountain Range, Culmback Dam is 24 miles east of Everett.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Population served</td>
<td>About 627,000; 75% of Snohomish County</td>
</tr>
<tr>
<td>Water storage</td>
<td>Spada Reservoir held back by Culmback Dam on the Sultan River and Chaplain Reservoir west of Spada Reservoir</td>
</tr>
</tbody>
</table>
| Storage capacity (full)   | Spada Reservoir: 153,000 acre-feet (ac-ft); 50 billion gallons (BG)  
                          | Chaplain Reservoir: 16,000 ac-ft; 5.2 BG                                                                                          |
| Elevation (full)          | Spada Reservoir: 1450 overflow; Chaplain Reservoir: 650 overflow                                                                 |
| Water usage               | Annual average in 2018: 53 million gallons per day (MGD)  
                          | **2019 usage about the same as past 5-year average**                                                                             |
| Fish flows below power house | Year around minimum 300 cubic feet per second (cfs) = 194 MGD  
                          | **Outflow is above normal: 1600 cfs below the Power House**                                                                         |
| How long will present storage last? | Spada Reservoir: about **6 months** for water supply and fish flows without any precipitation or inflow. Chaplain Reservoir: about **3 months** for water supply.  
                          | **TOTAL: 9 months water supply in storage**                                                                                      |
| Present situation         | Spada Reservoir at elevation **1443.0 = 140,400 ac-ft = 45.7 BG**. This is **129% of normal** storage for this time of year. Chaplain Reservoir at elevation **648.0 = 15,400 ac-ft = 5.0 BG**  
                          | **TOTAL: 50.7 BG storage**                                                                                                         |
| Precipitation             | Annual average is 162 inches at Culmback Dam.  
                          | **Annual amount for 2019 = 121.51 inches (75% of normal)**  
                          | **July 2019 through Feb. 15, 2020 = 129.48 inches (122% of normal for 7 ½ months)**                                                |
| Reservoir Inflows         | Below normal for this time of year                                                                                               |
| Snowpack                  | Near normal for this time of year, about **107% of normal**                                                                      |
| Forecast                  | **90-day outlook: above normal temperature and normal precipitation**                                                             |
| Water supply outlook      | **Adequate. The projection is that there will be adequate water supply through the summer of 2020. No forecast of a Drought Declaration.** |

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