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City of Stevenson, Washington Wastewater Treatment Plant Improvements – Phase 1

Major Equipment Procurement for Grit Removal Equipment

BID CLARIFICATIONS AND EXCEPTIONS

As part our bid we are incorporating the following clarifications and exceptions.

TERMS & CONDITIONS:

- Section 00 20 00 - Instruction to Bidders, Article 3: Lakeside will not be furnishing financial data for this bid. For demonstrating Corporate stability, we are furnishing letters from our Corporate Accountant and from our Bank. These letters will indicate our financial stability for the past five (5) years.
- Section 00 40 00 - Bid Form, Item 5.02: We acknowledge that we have received Addendum No. 1.
- Section 00 40 00 - Bid Form, Article 6, Item 6.01: Lakeside will not be furnishing estimated revenue for the previous year. For demonstrating Corporate stability, we are furnishing letters from our Corporate Accountant and from our Bank. These letters will indicate our financial stability for the past five (5) years.

Also, Lakeside is a build to order manufacturer; therefore, existing production utilization is not applicable.

- Section 00 40 00 - Bid Form, Schedule A: Attached with this bid is a list of fifty (50) installations with similar equipment. Contact information and Contract/PO amounts are not included. If we are selected for this equipment, we will furnish several references upon request.
- Section 00 40 00 - Bid Form: Since we are furnishing equipment only, our bid excludes any licenses or permits and their associates fees. The Project Owner or the Contractor/Assignee will be responsible to procure and pay for all permits and licenses necessary for the completion of the contract.
- Section 00 52 00 – Agreement, Article 4, Item 4.02.A: Since the project could be delayed through no fault of Lakeside, we propose the final two payments (i.e. Completion of Special Services and Final

Payment) be tied to the delivery date and therefore we suggest the final two payments have “but not to exceed 180 days from the date of delivery” added to the terms.

270 days

- Section 00 70 00 – General Conditions, Article 2, Item 2.05: Lakeside will attend the Preliminary Conference via a Teams Meeting or a similar virtual method.
- Section 00 70 00 – General Conditions, Article 5, Item 5.02: The policy limits for the Lakeside’s insurance either meet or exceed those required by the contract; however, Care Custody Control Coverage will not be furnished since we are not a Contractor.
- Section 00 70 00 – General Conditions, Article 7, Item 7.01.B: Lakeside will furnish a field service person to inspect the installed equipment. These services are not supervisory but are advisory only, and are offered subject to the express understanding that our function and responsibility is limited to interpretation of assembly drawings and identification of materials for their proper location in the equipment or system layout.
- Section 00 70 00 – General Conditions, Article 7, Item 7.01.C: Lakeside will not have knowledge to all of the ongoing facility operations and construction activities; therefore, we will not take responsibility for coordination of Special Services to avoid or limit interference or disruption of other activities.
- Section 00 70 00 – General Conditions, Article 7, Item 7.06.A.1.b.1: Any required field measurements will be the responsibility of the Project Owner or the Contractor/Assignee.
- Section 00 70 00 – General Conditions, Article 7, Item 7.07: On advice of legal counsel, Lakeside cannot accept contracts that contain an indemnity clause, as it places liability on Lakeside for situations over which we have no control. As a replacement, we can accept the following:

The Seller shall defend, indemnify and hold the City, from now on referred to as “the buyer”, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Buyer. However, should a court of competent jurisdiction determine that this 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 Seller and the Buyer, its officers, officials, employees, and volunteers, the Seller's liability hereunder shall be only to the extent of the Seller's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Seller'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. The provisions of this section shall survive the expiration or termination of this Agreement.
- Section 00 70 00 – General Conditions, Article 9, Item 9.03.F: Lakeside obligations will include costs of the correction or removal and replacement of the non-conforming Goods; however, we will not be responsible for the replacement of property of Buyer and others destroyed by the correction or removal and replacement of the non-conforming Goods, and obtaining Special Services from others.
- Section 00 70 00 – General Conditions, Article 9, Item 9.04: Since the project could be delayed through no fault of Lakeside, we propose the warranty be tied to the delivery date and therefore we suggest the warranty have “but not to exceed 30 months from the date of delivery” added to the warranty.

Also, as noted in Item 9.03.F, “(and damage to other work resulting therefrom)” is to be removed from the warranty.

- Section 00 70 00 – General Conditions, Article 13, Item 13.02.A.4.b: Installation is by others and therefore timing of installation should not be a factor for payment.
- Section 01 60 00 – Product Requirements, Item 3.02.A: Lakeside will not be responsible for unloading, storing, and protecting all material and equipment on-site.
- Section 01 79 00 – Training, Item 2.02.A.15: Lakeside will not be furnishing quarterly on-site service visits; however, we are available for support via phone and email.

TECHNICAL SPECIFICATIONS:

- Section 46 23 00 – Grit Removal Equipment, Item 1.04.A: Lakeside will not be able to furnish the submittals as called out in Items 1.04.A.1 and A.2. We have grit tests for a different type of grit unit, but not for the vortex grit chamber themselves. We had a couple of past jobs where testing was required, but the vortex grit units were performing well we did not have to actually conduct the tests. As for the calculations, our Engineering Department is in the process in developing these calculations; however, these calculations will not be ready when it comes time to do the submittals.
- Section 46 23 00 – Grit Removal Equipment, Item 2.05.F: The cyclone manufacturer (FLSmith) takes exception to ½-inch Nihard material and clarifies that their cyclone is proposed with neoprene lined carbon steel. Also, the cyclone will be furnished with their standard enamel paint versus the epoxy resin paint. See attached paint information for FLSmith’s standard enamel paint information.
- Section 46 23 00 – Grit Removal Equipment, Item 2.06.B.4: Lakeside bid is based on furnishing our Type W Grit Classifier, as per attached drawing D-72973-S. We have been furnishing this grit cyclone-classifier arrangement for almost 20-years and it has been performing well. The grit classifier’s settling tank has a surface area of 5.1 sq-ft and an adjustable weir length of 11.5-inches. The grit classifier is designed to handle a flow rate up to 70 gpm. Typically the cyclone underflow to the grit classifier is 5 to 10 percent of what the flow coming into the cyclone. With 250 gpm coming into the cyclone, the maximum underflow would be 25 gpm. This is well below the Type W Grit Classifier maximum capacity of 70 gpm.

Should you have any questions regarding these clarifications and exceptions please contact this office.

Sincerely,

LAKESIDE EQUIPMENT CORPORATION



Dan Widdel
Regional Sales Manager