



ESVELT ENVIRONMENTAL ENGINEERING, LLC

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Date: November 15, 2021

Project: City of Stevenson (City)
Wastewater Treatment Plant Improvements – Major Equipment Procurement

Subject: Section 46 23 00 – Grit Removal Equipment Bids Evaluation

Prepared For: City of Stevenson, Leana Kinley, City Administrator
Wallis Engineering, Jane Vail, Principal Engineer

Prepared By: Allison Esvelt, MSCE, PE, BCEE, Principal, Esvelt Environmental Engineering, LLC

The purpose of this technical memorandum is to summarize and evaluate the bids for the Grit Removal Equipment for the City of Stevenson Wastewater Treatment Plant Improvements Project. Bids were received from the following Bidders:

- Smith & Loveless, Inc., Lenexa, Kansas (Smith & Loveless)
- Lakeside Equipment Corporation, Bartlett, IL (Lakeside)

Table 1 below includes the summary of the bids. Table 2 provides the summary of Bid completeness. All Bidders completed the Bid Form properly and submitted the Bids by the proper deadline.

Table 1. Summary of Bids

	Smith & Loveless (1)	Lakeside
Base Bid Price	\$171,395.00	\$149,940.00
Sales Tax (7.7%)	\$13,197.42	\$11,545.38
Total Base Bid Price	\$184,592.42	\$161,485.38

Notes: (1) Price is for NEMA 4X Vacuum Priming Panel which would require relocating the panel where currently shown on plans.

Table 2. Summary of Bid Completeness

	Smith & Loveless	Lakeside
Bid Form Complete and Addendums Acknowledged	✓	✓
Bid Security	(1)	✓
Evidence of Authority to do Business in Washington	(1)	✓
Bidder Qualification Statement Form	(1)	✓
<i>Specification Section 01 33 00, Submittals</i>		
Paragraph 2.03.B.2: Mechanical drawings including equipment layout drawings and equipment dimensions.	(2)	✓
Paragraph 2.03.C.1: Manufacturer’s catalog information.	(2)	(2)
Paragraph 2.03.C.2: Manufacturer’s specifications for materials and manufacturing.	✓	✓
Paragraph 2.03.C.6: Design calculations and performance curves demonstrating compliance with the performance and design criteria of the specifications.	✓	✓
Paragraph 2.03.C.15: List of all variances from the Specifications.	✓(3)	✓(3)
Section 46 23 00 – Paragraph 1.04.A.1: Five (5) grit removal efficiency test reports.	✓	(4)
Section 46 23 00 – Paragraph 1.04.A.2: Calculations and supporting information to demonstrate sizing of the grit chamber.	✓	(4)

Notes:

- (1) Submitted electronically due to delays in receiving bond and insurance certificates.
- (2) Not submitted with Bid. Previously submitted to Engineer during design and can be furnished to City upon request.
- (3) Variances submitted with Bid are attached to this memo.
- (4) Not submitted with Bid and not available from manufacturer.

Recommendation of Award: Lakeside is unable to furnish the specified grit removal efficiency test reports or the calculations and supporting information to support the sizing of its grit chamber. Because of these deficiencies, Lakeside's bid is not considered responsive. Smith & Loveless complies with all of the technical specifications and its Bid is considered responsive. It is recommended that the contract be awarded to Smith & Loveless with the lowest, responsive Bid.

The City staff concurred with this recommendation during the equipment bids review meeting on 11/2/2021.

S&L Review of City of Stevenson Procurement Contract Agreement Between Buyer and Seller for Procurement Contract

2.01 Time is of the Essence

Please note that due to the specialized nature of the equipment being manufactured, we can only provide estimates as to your equipment's completion time. As stated in our Sales Agreement, our current lead times estimate that the manufacturing of your equipment is estimated to take after receipt of approved submittals at our factory. Due to current shop loading, this estimate may be extended.

While every effort will be exerted to schedule your shipment in accordance with stated schedule, we are not in a position to assume any liability should an unforeseen circumstance arise which delays delivery, and we must, therefore, decline to accept liability for consequential, incidental, liquidated damages and/or penalty assessments as specified in your purchase order.

2.04 Liquidated Damages

Please note that due to the specialized nature of the equipment being manufactured, we can only provide estimates as to your equipment's completion time. As stated in our Sales Agreement, our current lead times estimate that the manufacturing of your equipment is estimated to take after receipt of approved submittals at our factory. Due to current shop loading, this estimate may be extended.

While every effort will be exerted to schedule your shipment in accordance with stated schedule, we are not in a position to assume any liability should an unforeseen circumstance arise which delays delivery, and we must, therefore, decline to accept liability for consequential, incidental, liquidated damages and/or penalty assessments.

6.01 Procurement Contract Documents

S&L® was unable to receive a hard copy of the Bid Bond due unforeseen circumstance. S&L will email a copy to the consulting engineer prior to the bid opening.

7.03 Laws and Regulations

Smith & Loveless manufactures its equipment in accordance with generally accepted standards and codes. Due to the vast number of laws, regulations and ordinances, we will not be responsible for complying with these unless they are specifically brought to our attention prior to manufacture.

7.07 Indemnification

Smith & Loveless agrees to indemnify the Buyer from all claims brought against Smith & Loveless (except for claims regarding the equipment/work itself, which are covered under warranty). However, claims filed jointly against Buyer and Smith & Loveless shall be defended jointly with each party responsible for the agreed to or adjudicated amount of award. Each party bears its own costs of defense including all attorneys' fees.

S&L Review of City of Stevenson Procurement Contract

8.02 Delivery

Shipping terms are F.O.B. factory, with freight allowed to the jobsite and unloading to be by the Buyer. Smith & Loveless will maintain responsibility for risk of loss in transit. Buyer will promptly inspect the goods upon delivery for damage and/or shortages. Buyer will notify Smith & Loveless within 72 hours of any such damage or shortage.

11.02 Change Orders

(A) 2. S&L does not agree to Buyer Setoffs.

12.02 Dispute Resolution Method

Smith & Loveless does not agree to be bound to arbitration in order to resolve any dispute which may arise in which Smith & Loveless may be a party. Further, Smith & Loveless does not waive any rights which Smith & Loveless is entitled to exercise under the appropriate laws, statutes or regulations.

14.01 Cancellation

Due to the specialized nature of equipment to be furnished, cancellation charges must, of necessity, be recovered from the Buyer should cancellation result once submittals and/or manufacturing has commenced. This cancellation charge, of not less than 20% of the contract price, is intended to compensate Seller for difficult-to-calculate economic losses, including but not limited to, material and labor costs and loss of anticipated profits suffered due to cancellation.



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.

- 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 indemnify and hold harmless the Buyer, its administrators, officers, agents, employees, volunteers and servants, from and against all liabilities, claims, losses, damages, penalties, costs or expenses (including, but not limited to court costs and attorneys’ fees) for damage to property of whatsoever kind or nature, or injury to persons arising out of performance under this Agreement by Seller, its agents, or employees, but only to the extent of and in direct proportion to the liability of Seller or its agents or employees, as found by an authorized arbitrator or court of competent jurisdiction under the Law and Venue section of this agreement. Seller’s obligations under this indemnity, shall not extend to property damage or personal injury caused by the sole negligence or to the extent of any concurrent joint negligence or willful misconduct of Buyer, Buyer’s agents or employees, or third-party installers who are hired by Buyer to install or do work relating to any part of Seller’s equipment.

This paragraph holds true for all references to indemnification throughout the procurement contract.

- 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