



**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 21 33 – In-Channel Rotary Drum Screen 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 In-Channel Rotary Drum Screen for the City of Stevenson Wastewater Treatment Plant Improvements Project. Bids were received from the following Bidder:

- Lakeside Equipment Corporation, Bartlett, IL (Lakeside)

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

**Table 1. Summary of Bids**

	Lakeside
Base Bid Price	\$174,914.00
Sales Tax (7.7%)	\$13,468.38
Total Base Bid Price	\$188,382.38

**Table 2. Summary of Bid Completeness**

	Lakeside
Bid Form Complete and Addendums Acknowledged	✓
Bid Security	✓
Evidence of Authority to do Business in Washington	✓
Bidder Qualification Statement Form	✓
<i>Specification Section 01 33 00, Submittals</i>	
Paragraph 2.03.B.2: Mechanical drawings including equipment layout drawings and equipment dimensions.	✓
Paragraph 2.03.C.1: Manufacturer’s catalog information.	(1)
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.	✓(2)

Notes:

(1) Not submitted with Bid. Previously submitted to Engineer during design and can be furnished to City upon request.

(2) Variances submitted with Bid are attached to this memorandum.

Recommendation of Award: It is recommended that the contract be awarded to Lakeside with the lowest, responsive Bid.



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

### Major Equipment Procurement for In-Channel Rotary Drum Screen

#### 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.

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

Sincerely,

LAKESIDE EQUIPMENT CORPORATION



Dan Widdel  
Regional Sales Manager