

**City of Scottsbluff, Nebraska**  
**Monday, September 19, 2022**  
**Regular Meeting**

**Item Bids2**

**Council to discuss and consider action on awarding the Sewer Main Lining Project at the Wastewater Treatment Plant to Hydro-Klean, LLC in the amount of \$243,841.50.**

Staff Contact: Lynn Garton, Wastewater Supervisor

# Agenda Statement

Item No.

For Meeting of: September 19, 2022

**AGENDA TITLE:** Council to consider awarding the Sewer Main Lining Project at the Wastewater Treatment Plant to Hydro-Klean, LLC in the amount of \$243,841.50.

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Public Works

**PRESENTATION BY:** Kevin Spencer, Interim City Manager

**SUMMARY EXPLANATION:** Two bids were received to line the influent sewer main at the treatment plant where we've experienced main breaks. They are from:

Hydro-Klean, LLC \$243,841.50  
C&L Water Solutions \$690,525.00

M.C. Schaff & Associates have reviewed the bids and provided a letter recommending award of this project to Hydro-Klean, LLC.

**BOARD/COMMISSION/STAFF RECOMMENDATION:** Staff recommends that Council award this project to Hydro-Klean, LLC in the amount of \$243,841.50.

Does this item require the expenditure of funds?   X   yes    no  
Are funds budgeted?   X   yes    no

If no, comments: \_\_\_\_\_

Estimated Amount \_\_\_\_\_

Amount Budgeted   \$515,000 – FY22/23  

Department   Wastewater  

Account Description   Structures  

Approval of funds available \_\_\_\_\_

**City Finance Director**

## EXHIBITS

Resolution  Ordinance  Contract  Minutes  Plan/Map

Other (specify)   Bid Proposal and Letter of Recommendation  

**NOTIFICATION LIST:** Yes  No  Further Instructions

Please list names and addresses required for notification.

**APPROVAL FOR SUBMITTAL:** \_\_\_\_\_

City Manager

Rev: 12/14/ City Clerk



September 12, 2022

Lynn Garton  
Wastewater Supervisor  
City of Scottsbluff  
2525 Circle Drive  
Scottsbluff, NE 69361

RE: Scottsbluff WWTF Trunk Line Lining Project

Mr. Garton:

Bids were received and opened at 10:00 a.m. on September 12, 2022 at the City Office for the above referenced project. A total of two (2) bids were received. A copy of the bid tabulation sheet is attached for your review. The bids received were as follows:

	<u>Total Bid</u>
Hydro-Klean, LLC	\$243,841.50
C&L Water Solutions, Inc.	\$690,525.00
Engineer's Estimate	\$425,500.00

The bids submitted by both bidders were reviewed and did not contain any qualifications or errors.

Based upon all the bid information, we recommend award of the contract to Hydro-Klean, LLC in the amount of \$243,841.50 given that funds be available.

Sincerely,

FOR THE FIRM OF  
M.C. SCHAFF & ASSOCIATES, INC.

Michael Olsen, P.E.

CC: Vicky Thomason, City of Scottsbluff



**M.C. Schaff & Associates, Inc.**

818 S Beltline Highway East  
 Scottsbluff, Nebraska 69361  
 308-635-1926 Phone 308-635-7807 Fax  
 www.mcschaff.com

Scottsbluff WWTF Trunk Line Lining Project City of Scottsbluff, Nebraska Bid Date: September 12, 2022 @ 10:00 am Mountain Time				Hydro-Klean, LLC 333 NW 49th Place Des Moines, IA 50313		C&L Water Solutions, Inc. 12249 Mead Way Littleton, CO 80125		Engineers Estimate	
No.	Description	Unit	Quantity	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Mobilization	LS	1	\$ 24,900.00	\$ 24,900.00	\$ 66,125.00	\$ 66,125.00	\$ 40,000.00	\$ 40,000.00
2	30" UV Cured CIPP	LF	565	\$ 288.50	\$ 163,002.50	\$ 396.00	\$ 223,740.00	\$ 500.00	\$ 282,500.00
3	60" Manhole Rehab								
	Manhole 1	EA	1	\$ 6,404.00	\$ 6,404.00	\$ 27,440.00	\$ 27,440.00	\$ 5,750.00	\$ 5,750.00
	Manhole 2	EA	1	\$ 5,954.00	\$ 5,954.00	\$ 27,440.00	\$ 27,440.00	\$ 5,750.00	\$ 5,750.00
	Manhole 3	EA	1	\$ 7,081.00	\$ 7,081.00	\$ 55,060.00	\$ 55,060.00	\$ 9,200.00	\$ 9,200.00
4	Bypass Pumping	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 175,405.00	\$ 175,405.00	\$ 40,000.00	\$ 40,000.00
5	Dewatering	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 51,405.00	\$ 51,405.00	\$ 17,000.00	\$ 17,000.00
6	Slide Gate	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 52,715.00	\$ 52,715.00	\$ 11,500.00	\$ 11,500.00
7	Grating on Diversion Box	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 11,195.00	\$ 11,195.00	\$ 13,800.00	\$ 13,800.00
<b>Total Bid - Items 1 Thru 7</b>				<b>\$</b>	<b>243,841.50</b>	<b>\$</b>	<b>690,525.00</b>	<b>\$</b>	<b>425,500.00</b>
<b>Proposed Start Date</b>					<b>Oct-22</b>		<b>Jan-Feb 2023</b>		

Project Number: RM220094-00

**BID FORM**

Project Identification: **Scottsbluff WWTF Trunk Line Lining**

Contract Identification and Number: **RM220094-00**

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**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

**City of Scottsbluff, 2525 Circle Drive, Scottsbluff, NE 69361.**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
1	8/31/2022
2	9/7/2022

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

~~D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.~~

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance

- of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
  - G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
  - H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
  - I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
  - J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

##### **4.01 Bidder certifies that:**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item	Description	Estimated Quantity	Unit	Unit Price	Total Estimated Bid Price
1	Mobilization	1	LS	\$ 24,900.00	\$ 24,900.00
2	30" UV Cured CIPP	565	LF	\$ 288.50	\$ 163,002.50
3	60" Manhole Rehabilitation				
	Manhole 1	1	EACH	\$ 6,404.00	\$ 6,404.00
	Manhole 2	1	EACH	\$ 5,954.00	\$ 5,954.00
	Manhole 3	1	EACH	\$ 7,081.00	\$ 7,081.00
4	Bypass Pumping	1	LS	\$ 25,000.00	\$ 25,000.00
5	Dewatering	1	LS	\$ 5,000.00	\$ 5,000.00
6	Slide Gate	1	EACH	\$ 5,000.00	\$ 5,000.00
7	Grating on Diversion Box	1	LS	\$ 1,500.00	\$ 1,500.00

Base Bid Total of Items 1 thru 7 \$ 243,841.50

\*HK would like to start in October with measuring so we can get product ordered. We would anticipate lining and manhole work to begin in November depending on weather and temperatures.

Contractor's proposed start date \*See Note

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 Unit Prices have been computed in accordance with paragraph 13.03.A of the general conditions

**ARTICLE 6 – TIME OF COMPLETION**

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. ~~List of Proposed Subcontractors;~~



~~C. List of Proposed Suppliers;~~

~~D. List of Project References;~~

E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

F. Contractor's License No.: 68162-22 [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

~~G. Required Bidder Qualification Statement with supporting data; and~~

#### **ARTICLE 8 – DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

Hydro-Klean, LLC

By:

*[Signature]*



*[Printed name]*

Jill Lomp

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]*



*[Printed name]*

WADE ANDERSON

Title:

CEO

Submittal Date:

9/6/22

Address for giving notices:

Hydro-Klean, LLC

333 NW 49th Place

Des Moines, IA 50313

Telephone Number:

515-283-0500

Fax Number:

515-283-0505

Contact Name and e-mail address:

Jill Lomp

jlomp@hksolutionsgroup.com

Bidder's License No.:

*(where applicable)*

EJCDC® C-410, Bid Form for Construction Contracts.

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# JOB DESCRIPTION

**Job Title:** Contracts Manager  
**Reports To:** Director of Sales

**Date Reviewed:** 12/21/21  
**FLSA:** Exempt

## Position Overview

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Reporting to the Director of Biofuels, this position will provide support to both the Biofuels business unit as well overall administration of the contracts process for municipal services.

## Essential Job Functions

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This position requires the performance of a variety of administrative tasks including but not limited to:

- Contracts administration for municipal services
- Process pay applications
- Respond to emails, phone calls, and other forms of correspondence
- Work closely with internal staff and external clients to meet their service needs
- Prepare and distribute reports
- Maintain and update the customer relationship management (CRM) system
- Process quotes and work orders accurately and efficiently
- Work with logistics to schedule jobs in timely manner
- Review invoicing of completed jobs for accuracy
- Assist with time keeping functions of large projects
- Serve as point person for certain third party vendors
- Order and track third party rentals needed for projects
- Build work packets for operations team including all information needed to complete job in accordance with company standards and customer needs
- This position will have the authority to sign contracts on behalf of Hydro-Klean

## Requirements

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**Education:** High school diploma or equivalent required. 2-year degree in a related field preferred.

**Experience:** Experience in an administrative role providing support to Management or Sales Personnel.

**Certifications & Licenses:** N/A

**Travel:** N/A

**Physical:** Use of computer and office equipment. Performs all administrative functions expected at this level.

## Other Related Skills & Abilities

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Computer skills, including proficiency using Microsoft office suite (Outlook, Word, Excel, Powerpoint)

High level of organization

Strong attention to detail

Strong written and verbal communication skills

Ability to work in a fast-paced environment and adapt to changing conditions

# STATE OF NEBRASKA

United States of America,     } ss.  
State of Nebraska                }

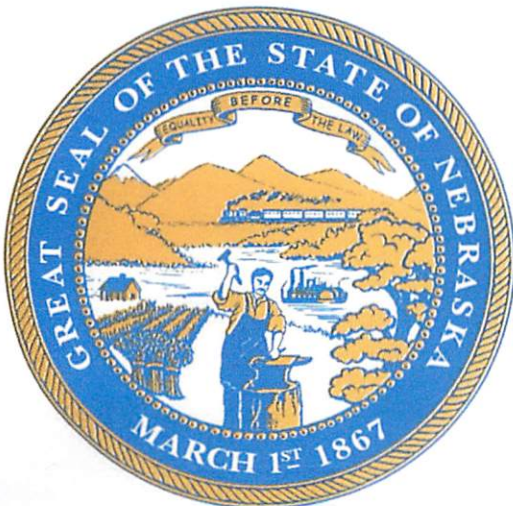
Secretary of State  
State Capitol  
Lincoln, Nebraska

I, Robert B. Evnen, Secretary of State of the  
State of Nebraska, do hereby certify that

**HYDRO-KLEAN, LLC.**

**a Iowa limited liability company, filed an Application for Certificate of  
Authority in this office on March 13, 2019 and is hereby authorized  
to transact business in the state of Nebraska as of the date of this certificate.**

In Testimony Whereof,



I have hereunto set my hand and  
affixed the Great Seal of the  
State of Nebraska on this date of  
**March 13, 2019**

A handwritten signature in black ink that reads "Robert B. Evnen".

Secretary of State



## Contractor Registration Certificate

This certificate is non-transferable

**Registration # 68162-22**

Date Expiring: 3/8/2023

Hydro-Klean, LLC  
Hydro-Klean, LLC  
333 NW 49th Place  
Des Moines, IA 50313

Nebraska Department of Labor  
550 South 16th Street  
Lincoln, NE 68508  
402-471-2239

  
Commissioner of Labor