



California Contractor's License No. 422390

Central Division - **Fresno Office**
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www.wmlyles.com
An Equal Opportunity Employer
DIR # 1000001448

Date: March 15, 2023

To: City of Visalia
707 West Acequia Avenue
Visalia, CA 93291

Attn: Eric Oates

Re: City of Visalia Water Conservation Plant – Remove and Replace Piping Components at Digester No. 04
Mr. Oates,

In response to your request, we are pleased to make the following proposal:

We will furnish all labor, equipment and materials for project as described below:

Item	Description	Qty	Unit	Total Price
1	Remove and Replace Piping Components at Digester No. 04	1	LS	\$284,000.00
	TOTAL			\$284,000.00

Scope of Work

1. Remove and replace selected damaged exterior piping components as follows:
 - a. 1 ea – 12" grooved ductile iron spool (glass-lined and prime coated)
 - b. 1 ea – 12" grooved ductile iron 90-elbow (glass-lined and prime coated)
 - c. 2 ea – 12" grooved (Victaulic) couplings (factory coating)
 - d. 1 ea – 12" grooved flanged-adapter (factory coating)
 - e. 1 ea – 12" bolt, nut and gasket set (316 stainless steel hardware)
2. Remove and replace all interior piping components.
 - a. Existing mixing equipment to be left in place.
 - b. Existing pipe support materials (i.e., straps) will be reused.
3. Finish coating of all pipe materials. If pipe materials do not require a final coating (prime coating only), a deduction of \$20,000 can be offered.

Project Specific Clarifications

1. The City of Visalia had drained and cleaned the digester. The digester must remain empty so Contractor can safely remove and replace components.
2. This proposal is valid for 30 days.
3. This proposal excludes payment and performance bonds. If required, add 0.5% to the price above.
4. Schedule of work is subject to an approved agreeable schedule between the owner and W. M. Lyles Co.
5. This is based on mutually agreeable contract terms and conditions. W. M. Lyles Co. reserves the right to modify this pricing after review of contract verbiage.
6. This proposal is based on standard 8-hour work days. No overtime, weekend, or holiday work has been allowed.
7. This proposal does not include any environmental allowances in the event that special-status plants or species are discovered, or the actions that will be required if such event occurs.
8. This pricing is based on the following exclusions:
 - a. Pumping/draining and cleaning of digester.

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- b. Any concrete work (i.e., concrete pipe supports)
- c. All third-party testing and inspections including but not limited to:
 - i. Concrete sampling, cylinders, and testing
 - ii. Compaction testing
 - iii. Special inspections.
- d. Liquidated damages and/or acceleration.
- e. All permits and associated fees including but not limited to:
 - i. Storm water pollution prevention plan, permits, fees or implementation.
 - ii. Dust control plan, permits, fees.
 - iii. California Regional Water Quality Control Board permits, fees, discharge requirements.
 - iv. Encroachment permits
- f. Purchasing, hauling, and/or disposal of construction and testing water.
- g. Survey including, but not limited to:
 - i. Survey monument preservation/replacement.
 - ii. Any Initial or final survey.
 - iii. Control, layout, and staking.
- h. American Iron & Steel (AIS), Buy America, Buy American or any similar domestic material requirements.
- i. Performance Guarantees.

General Terms and Conditions

1. We reserve the right to request financial data to support the Owner's ability to make timely payments for our work and will not start our scope of work until we have received evidence, to our satisfaction, that there are sufficient funds set aside to pay for the work performed and directed. The Owner shall be obligated to disclose all potential lien rights and/or financing party information on the property.
2. This proposal is conditioned upon the use of an industry standard Contract and we reserve the right to suggest and make contractual changes to any Contract with good faith and direct negotiations.
3. This proposal includes costs for typical insurance policies: General Liability (\$2 million/\$4 million) and Automobile (\$2 million) with additional insured as requested along with standard Worker's Compensation (\$1 million) coverage. Additional insurance coverage that is requested or any payment of deductibles may be at an additional cost.
4. By law, the duty to indemnify shall not extend to the acts of willful misconduct, active, passive, or sole negligence, on the part of the Owner or anyone associated with him including design or engineering work submitted for our Scope.
5. If hazardous materials, unsuitable ground conditions, change in soil conditions or concealed conditionals are encountered, we will cease all operations and the Owner will determine the nature and extent of such conditions, and will recommend the nature and extent of remediation. Any hazardous materials, unsuitable ground conditions, change in soil conditions or concealed conditions that are encountered shall be considered "extra work" under an approved Change Order.
6. Any authorized cost plus or force account work shall be completed under written direction per the agreed time and material section within the contractual documents or in absence, using our annual and most current labor and equipment rates along with our time and material calculation sheet.
7. Any and all claims, controversies or disputes arising out of or relating to this agreement, or the breach thereof, which remain unresolved after good-faith and direct negotiations between the on-site Project Managers and after with the Corporate Officer(s) and authorized representative of the Owner (parties), shall then be submitted to confidential mediation with written notice in accordance with the rules and procedures for mediation then in effect under either JAMS for Mediation or the Construction Industry Mediation Rules of the American Arbitration Association. Continuing claims, controversies or disputes thereafter shall be submitted to binding Arbitration as allowed by California Law.
8. Monthly payments shall be agreed in the final executed contractual documents or as follows; Payment for services rendered by the 15th of each month for 95% of all work performed during the preceding month. Final payment to be made within 35 days after completion and acceptance of our scope of work. Late payments shall incur an interest charged by law or at a minimum rate of eighteen percent (18%) per annum on past-due accounts.

9. Contractor warrants to Owner that all materials and equipment furnished shall be new unless otherwise specified and that all work under this Agreement will be performed in a good and workmanlike manner, shall be of good quality, free from faults and defects for a period of one (1) year from the date of W.M. Lyles Co.'s scope of work completion.
10. All contractual correspondence and payments shall be directed to our Corporate Office at P.O. Box 4377, Fresno, CA 93744.

Thank you for the opportunity in submitting this proposal.

W. M. Lyles Co.

Ruben Moreno Jr.

Ruben Moreno Jr.
Project Executive

"Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the Register of the board, whose address is: Contractor's State License Board, 9835 Goethe Road, P.O. Box 26000, Sacramento, California 95826."