		Agenda Item No.		
DATE SUBMITTED	08/11/21	COUNCIL ACTION	()	
		PUBLIC HEARING REQUIRED	()	
SUBMITTED BY	Public Services	RESOLUTION	()	
		ORDINANCE 1ST READING	()	
DATE ACTION REQUIRED	08/18/21	ORDINANCE 2 ND READING	(20	
		CITY CLERK'S INITIALS	(11/2	

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT:	DISCUSSION/ACTION:			
WWTP Paving	1. Discuss, Approve/Disapprove pavemen	nt improvement a	at WWTP	
DEPARTMENT INV	VOLVED: Public Services – Wastewater Trea	tment Plant		
BACKGROUND/SU	JMMARY:			
Rather than patch 95% RC and fir	ast of the Influent Pump Station has been paving/replacing the damaged pavement as grade the area highlighted in the attack contract deductive Change Order.	t, W.M. Lyle	s proposes to exc	avate, compact to
	red the attached quote for the labor and ving of the highlighted area from SLA Pa		uired for the 6"	base course & 4"
FISCAL IMPAC	T:		FINANCE	\bigcirc 1
\$32,561.07 - \$21	,000 = \$11,561.00 (WW Bond)		INITIALS	
STAFF RECOMME	NDATION: Approve		DEPT. INITIALS	
MANAGER'S RECO			CITY MANAGER's	not to
	approve		INITIALS	_ 0 DM
MOTION:		,		
SECONDED: AYES: NAYES: ABSENT:		APPROVED DISAPPROV REFERRED		REJECTED () DEFERRED ()



California Contractor's License No. 422390

Southern Division - Temecula Office 42142 Roick Drive Temecula, CA 92590 Telephone (951) 973-7393 Fax (951) 698-3031

> www.wmlyles.com An Equal Opportunity Employer

Date: August 11, 2021

Owner: City of Imperial

Attn: Jackie Loper

Project: City of Imperial WWTP Upgrades Project

Subject: Proposal for the Repair of the Roadway East of the Imperial WWTP Influent Pump Station

Mr. Loper,

As discussed, the pavement east of the Influent Pump Station, while in a lesser state of disrepair when WML mobilized, has been further damaged by construction activities. We believe the following proposal is a fair and reasonable solution to the repair of the affected area.

Rather than patch paving/replacing the damaged pavement, WML proposes to excavate, compact to 95% RC and fine grade the area highlighted in the attached Civil Drawing, along with providing a \$21,000 credit by contract deductive Change Order. The City of Imperial would then contract with a local AC paving contractor of their choice to provide labor and material for the class II base course and pavement for the affected area.

In anticipation of a mutual agreement, WML has acquired the attached quote for the labor and material required for the 6" base course & 4" section of AC paving of the highlighted area from SLA Paving as a reference.

Please advise if this proposal is acceptable to the City.

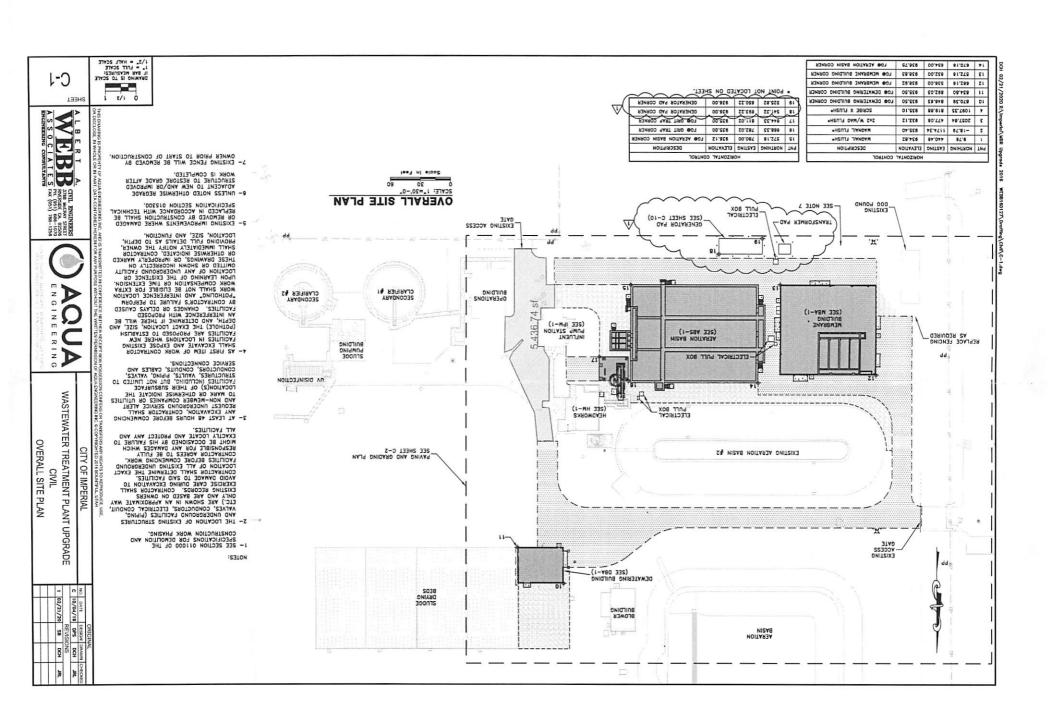
Sincerely,

Jeff Tholen Project Engineer

Jeff Tholen

W. M. Lyles Co.

Corporate Office: 1250 W. Olive, Fresno, CA 93728 Telephone: (559) 441-1900 • Fax (559) 487-7958



SLA Paving Inc.

CA License 919453, SB (Micro) Certification ID 2004743 360 Ritter Ct, Imperial, CA 92251 - (760) 701-9011 office - (760) 332-0335 fax

slapaving.com

Date:	06/24/21	Plans Drawn By:	N/A
Submitted To:	Jeff Tholen - W.M. Lyles Co.	Plans Dated:	N/A
From:	Seth Hoehl (760) 412-0134	Quote Number:	6777
Project:	Paving @ Imperial WWTP	Job Location:	Imperial, CA

Proposal

We propose to furnish and install all labor, material and equipment to perform the following items of work, subject to the terms and conditions stated hereon.

Item		Description		Amount
1	5,437 SF	Import, install, and compact 6" of Class II base		\$10,169.76
2	5,437 SF	Import, install, and compact 4" of hot mix asphalt		<u>\$22,391.31</u>
			TOTAL:	\$32,561.07
*Approv	evailing wage rates ed mix designs to b to be installed in t	pe used	_	

Terms and Conditions

- 1. This proposal shall be considered withdrawn if not accepted within (30) thirty days. Payments due at time services are rendered.
- Unless expressly provided above, this quotation does not include: (a) permits, including any required fees or bonds; (b) engineering, testing or staking; (c) bond premiums; prevailing wages; adjusting or lifting utilities to grade.
- Unless expressly included in above listing of work to be done, unusual site conditions such as buried trash, concrete, abandoned utilities, mud, over optimum moisture
 content; unstable, pumping sub grade etc that were not apparent on the surface, shall be deemed cause for additional compensation, and cessation of work until
 agreement for same has been reached.
- 4. If the work provided herein is not commenced within two months of acceptance, SLA Paving Inc. may elect not to be bound to perform.
- 5. If suit is commenced to enforce any provision hereof or for damages for breach hereof, the accepting party will pay, in addition, reasonable attorneys' fees and costs, expenses of preparing and prosecuting such suit.
- 6. One week written notice to commence this work provided herein will be given.
- 7. SLA Paving Inc. is to perform according to lines and grades established by owner or his engineer, and assumes no responsibility for engineering, or drainage.
- In the event of rescission of this agreement by the accepting party prior to the commencement of work, SLA Paving Inc. will be paid as liquidated damages. On the account of extreme difficulty of ascertainment of actual damages, the sum will be equal to 20% of the total contract price. In the event of rescission following commencement of work, SLA Paving Inc. will be paid for work done and materials supplied, a percentage of the total contract price in proportion as the amount of such work and materials relates to the total job and also will be paid 20% of a sum computed by subtracting from the total contract price the sum owing for completed work and materials.
- 9. Owner assumes all responsibility and shall notify SLA Paving Inc. in writing of the location and depth of all underground utilities.
- 10. This agreement expresses the entire agreement between the parties. Changes shall be in writing signed by both parties.
- 11. The above quantities are approximate. Payment will be based on the field measurement at the completion of the project.
- 12. Proposal is based on plans identified above.

Acceptance of Proposal

Name and Title	Company Name	
Date	Signature	

