



FLUID RESOURCE MANAGEMENT

OPERATIONS • MAINTENANCE • MECHANICAL

PROPOSAL and CONTRACT

DATE May 22, 2025

PROPOSAL SUBMITTED TO
City of Salinas

STREET
426 Work Street

CITY, STATE, AND ZIP CODE
Salinas, California, 93901

ENGINEER
N/A

DATE OF PLANS
N/A

QB - C2447

PHONE
(831) 758-7103

JOB NAME
Lake Street P1 Replacement

JOB LOCATION
Lake Street Lift Station

JOB PHONE
N/A

Dear Mr. Gabriel,

FRM proposes to furnish all labor, materials and equipment to complete the following scope of work;

SCOPE OF WORK:

Supply (1) one new Flyght Pump- NT3202.09 rated 35HP at 230v three phase. Pump will be equipped with a 16" inlet, 12 discharge, hard iron N impeller, explosion proof motor, over temperature and seal fail protection and 65 foot power cable.

1. Mobilize and stage equipment to the site.
 - a. Establish a fenced area to allow work to commence and safeguard the public.
2. Replace the pump.
 - a. City Representative will identify the pump to be replaced.
 - b. Isolate the pump.
 - c. Assemble a gantry crane system rated for the lift requirements.
 - d. Remove the pump from the dry well, FRM will dispose of the existing pump or load them in a city vehicle, at the city's preference.
 - e. Lower the new pump into the dry well.
 - f. Modify existing supports to allow fit up of the new pump to the existing base support.
 - g. Modify existing inlet and discharge piping to allow alignment to the new pump.
 - h. Verify motor rotation.
 - i. Install the OEM Minicas leakage and thermal monitoring relay in the existing control panel. Provide as-built drawings to the control panel by the panel designer.
 - j. Install a 150 amp breaker in the MCC that provides power to the pump that is replaced. Install new sized wire from the breaker to the VFD and bypass contactor.
 - k. Provide startup testing with manufacturer's representative.

Adder-
Fabricate new stainless steel pipe supports for the force main piping including stainless steel anchorage. Install and remove scaffolding as required. FRM will perform this adder for a cost of \$55,450.00

Project assumptions- Permits and permit fees are provided by others, isolation valves are in satisfactory condition and provide a positive seal, existing concrete is sufficient for new force main supports, city will provide a DIR reporting number for the project, duty conditions of the new pump is sufficient and approved by others.

Exclusions- Special inspections of an kind, fabricated pipe supports do not require certifications, random acts of nature, structural or anchorage design.

All of the above work to be completed in a substantial and workmanlike manner according to standard practices for the sum of
Two Hundred Eighty Six Thousand Two Hundred Eighty Dollars
(\$286,280.00)

Payments are due Net 30 days from the date of invoice unless stated otherwise in this contract.

Any alteration or deviation from the above specifications involving extra cost of materials or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing. This proposal is valid for 30 days.

NOTICE

Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is

**CONTRACTORS STATE LICENSE BOARD
1020 N Street, Sacramento, California 95814**

Respectfully Submitted,

FLUID RESOURCE MANAGEMENT

BY Michael Ellison

Digitally signed by Michael Ellison
Date: 2025.05.22 14:33:33 -0700

License No. 937346

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which City of Salinas agrees to pay the amount mentioned in said proposal, and according to the terms and conditions thereof (See conditions on next page).

DATE: _____

ACCEPTED BY: _____

NOTICE UNDER THE MECHANIC'S LIEN LAW (CALIFORNIA CODE OF CIVIL PROCEDURE, SECTION 1181 ET SEQ.), ANY CONTRACTOR, SUBCONTRACTOR, LABORER, SUPPLIER OR OTHER PERSON WHO HELPS TO IMPROVE YOUR PROPERTY BUT IS NOT PAID FOR HIS WORK OR SUPPLIES, HAS A RIGHT TO ENFORCE A CLAIM AGAINST YOUR PROPERTY. THIS MEANS THAT, AFTER A COURT HEARING, YOUR PROPERTY COULD BE SOLD BY A COURT OFFICER AND THE PROCEEDS OF THE SALE USED TO SATISFY THE INDEBTNESS. THIS CAN HAPPEN EVEN IF YOU HAVE PAID YOUR OWN CONTRACTOR IN FULL, IF THE SUBCONTRACTOR, LABORER, OR SUPPLIER REMAINS UNPAID.

TERMS AND CONDITIONS

1. Certificates of insurance will be issued when requested of Contractor.
2. The Contract, plans and specifications are intended to supplement each other. In case of conflict, however, the specifications shall control the plans, and the provisions of this contract shall control both.
3. The Contractor shall be excused for any delay in completion of the contract caused by acts of God, acts of the Owner or the Owner's agent, employee or independent Contractor, stormy weather, labor trouble, acts of public utilities, public bodies or inspectors, extra work, failure of the Owner to make progress payments promptly, or other contingencies unforeseeable by or beyond the reasonable control of the Contractor.
4. Should the Contractor fail to make any payments required under this paragraph, Owner may make such payments on behalf of Contractor, and Contractor shall on demand reimburse Owner for the amount actually paid, but Owner shall not by means of assignment or otherwise be entitled to collect any greater amount from Contractor than the amount actually paid for labor or material under this paragraph.
5. Taxes, assessments and permits are the Owner's responsibility.
6. Survey, staking and locations of existing utilities to be provided by Owner.
7. Extra Work: Should the Owner, construction lender, architect or engineer, or any public body or inspector direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly.
8. Modifications or additions to the work shall be executed only when a Contract Change Order has been signed by both the Owner and the Contractor. The change in the Contract Price caused by such Contract Change Order shall be as agreed in writing, or if the parties are not in agreement as to the change in Contract Price, then the Contractor's actual cost for all labor, equipment, subcontracts and materials, plus a contractor's fee of 20% shall be the change in Contract Price.
9. Contractor shall promptly notify the Owner of (a) subsurface or latent physical conditions at the site differing material from those indicated in this contract, or (b) unknown physical conditions differing materially from those ordinarily encountered and generally recognized as occurring in work of the character provided for in this contract. Any expense incurred due to such conditions shall be paid for by Owner as added work.
10. Owner agrees to sign and record a notice of completion within five days after the project is complete and ready for occupancy. If Owner fails to so record notice of completion, then Owner hereby appoints Contractor as Owner's agent to sign and record a notice of completion on behalf of Owner. This agency is irrevocable and is an agency coupled with an interest.
11. Owner will procure at his own expense and before the commencement of any work hereunder, fire insurance with course of construction, vandalism and malicious mischief clauses attached, such insurance to be in the sum at least equal to the contract price with loss, if any, payable to any beneficiary under any deed or trust covering the project, such insurance to name the Contractor and his subcontractors as additional insured and to protect Owner, contractor may procure such insurance as agent for and at the expense of Owner, but is not required to do so. If the project is destroyed or damaged by an accident, disaster, or calamity, such as fire, storm, flood, landslide, subsidence, or earthquake, or by theft or vandalism, any work done by Contractor in rebuilding or restoring the project shall be paid for by Owner. Contractor shall carry Workman's compensation Insurance for protection of Contractor's employee during the progress of the work. Owner shall obtain and pay for insurance against injury to his own employees and persons under Owner's direction and persons on the job site at Owner's invitation.
12. Contractor shall have the right to stop work immediately if any payment shall not be made timely to Contractor under this agreement, Contractor may keep the job idle until all payments due are received. Furthermore, the Contractor may at his option terminate the contract and the Owner shall be liable to the Contractor for breach of contract.
13. No action of any character arising from or related to this contract, or the performance thereof, shall be commenced by either party against the other more than two years after completion or cessation of work under this contract.
14. Upon completion of work, Contractor will remove debris and surplus material created by his operation from the Owner's property, and leave it in a neat and clean condition.
15. Neither party may assign this contract without written consent of the other party.
16. In the event the parties hereto become involved in litigation arising out of this contract, or the performance or breach thereof, the court in such litigation or in a separate suit, shall award reasonable costs, expenses and attorneys fees to the prevailing party. The courts shall not be bound by any court fee schedule, and may in the interest of justice, award the full amount of costs, expenses and attorneys fees incurred in good faith.
17. Contractor reserves right to engage subcontractors for any portion of the contracted work.
18. In the event the Owner occupies the project or any part thereof before the Contractor has received all payment due under this contract, such occupancy shall constitute full and unqualified acceptance of all of the Contractor's work by the Owner and the Owner agrees that such occupancy shall be a waiver of any and all claims against the Contractor.
19. The Contract shall be governed by the law of the State of California. All claims or disputes between the Contractor and the Owner, or with any other entity, arising out of, or relating to, the Contract Documents or the breach thereof shall be adjudicated in the Superior Court of San Luis Obispo, California.
20. The Contractor shall indemnify and save harmless Owner, including their officers, employees, affiliates, parent and subsidiaries, from and against any and all liability, claims, suits, losses, damages, costs, expenses, reasonable attorney's fees, or liability to the extent arising out of or resulting from any negligent acts, errors or omissions of Contractor, and its officers, employees, agents or sub consultants arising out of or in connection with Contractor operations to be performed under this agreement.
21. The Owner shall indemnify and save harmless Contractor, including their officers,, employees, affiliates, parent and subsidiaries, from and against any and all liability, claims, suits, losses, damages, costs, expenses, reasonable attorney's fees, or liability to the extent arising out of or resulting from any negligent acts, errors or omissions of Owner, and its officers, employees, affiliates, parent and subsidiaries arising out of or in connection with operations to be performed under this agreement, including the failure to use equipment in a manner as recommended or advised by Contractor as such failure will void any and all warranties from Contractor to the Owner.

Client Signature

Date