

Heber Public Utility District

REPORT TO BOARD OF DIRECTORS

MEETING DATE: June 16, 2022

FROM: Laura Fischer, General Manager

SUBJECT: Authorize additional repairs to the water treatment plant clarifier #1 and modify the Water Fund budget to include additional expense.

ISSUE:

Shall the Board of Directors authorize additional repairs to the water treatment plant clarifier #1 and modify the Water Fund budget to include additional expense not to exceed \$105,100?

GENERAL MANAGER'S RECOMMENDATION:

It is recommended that the Board of Directors authorize staff to hire a contractor to make necessary repairs to the water treatment plant clarifier #1 and modify the Water Fund budget to include additional expense not to exceed \$105,100.

FISCAL IMPACT:

Modification to the capital improvement fund must be made to add this component to the repair project. Staff recommends modifying the water fund reserve budget for FY 2022-23 to include the not to exceed amount of \$105,100 from water fund reserves.

According to the Modified and adopted Reserve Resolution 2021-04 dated April 21, 2022 (attached to this report) the water fund has a un-restricted reserve in the amount of \$992,165. Staff recommends that the additional expense for the repairs to clarifier #1 be paid from the unrestricted reserve balance in the water fund.

The reserve resolution is attached for your consideration.

The Reserve Resolution for FY 2022-23 will be presented at your July 2022 meeting. If approved this additional component of the Water Clarifier #1 Improvement project will be included.

DISCUSSION:

In January 2022, the Board approved hiring WestTech too make improvements and repairs to Clarifier #1 underdrains. It was estimated that this project would take an estimated 18 weeks to complete as parts must be ordered and installation completed. Parts have been ordered and the approved contractor, WesTech, has been shipping the parts and materials needed for the repairs. We anticipate all of the materials to be onsite by July 10, 2022 and repairs will be made shortly after.

The additional component of this project is to treat and coat the interior of Clarifier #1. As you can see in the proposal from WestTech the treatment of this area was recommend but not included in the cost. We can't see this area until WestTech removes all of the filter media and clears out the area, but staff believes that the best maintenance practice is to treat and coat the area when exposed.

This makes sense as it is costly to remove media and expose the interior of the clarifier, and we haven't made improvements to this Clarifier since 2005. Thus, treating and applying a protective coat to the interior when the area is exposed, is recommended.

CONCLUSION:

As staff as identified this project as needed during the repairs to Clarifier #1, and as it is not included in the Reserve Resolution, staff recommends authorizing the additional improvements to the Water Treatment Plant Clarifier #1 project and to include the additional cost in the FY 2022-23 Reserve Resolution.

ALTERNATIVES:

- 1) Do not authorize staff to add this component to the improvements and do not modify the budget.
- 2) Authorize staff to add the new component to the improvement project and provide alternate direction to staff on funding this project.
- 3) Provide alternate direction to staff that will maintain water demand.

Respectfully Submitted,

Laura Fischer, General Manager

Quote for repairs

Heber Public Utility District Reserve Resolution Backup FY 2021-22

* Unchanged Capital assets for Projections purposes only

Proposed Reserve Funds Established via Resolution Number 2021-04

PROJECTED CASH BROUGHT FORWARD AS OF JUNE 30, 2020	Parks & Rec	Water	Sewer	Trash	Totals
	757,835	2,380,926	1,526,397	118,762	4,783,920
Other Sources of Revenues:					
<i>Per-Capita State Park Grant Prop. 68</i>	187,000				
Total Funds:	944,835	2,380,926	1,526,397	118,762	4,970,920
Committed Funds:					
Capacity Fees					
Capital Reserve Funds (Future Projects)					-
Manhole Replacement			20,000		20,000
STM Aerotor Improvement Project			20,000		20,000
Water Distribution Lines Improvements at Courts		200,880			200,880
Water Line Replacement north of 86 between Pitzer and Rockwood		10,000			10,000
Recreation Room at Littlefield - Parking and Patio - GRANT FUNDS - MATCH OF 25% INCLUDED IN CAPITAL OUTLAY BUDGET \$127,171					-
Estancia Park Replace Sprinkler System	113,200				
Correll Basin				80,000	
Lnadscape Over Dogwood Canal between Highway 86 and Correll Road	5,000				
Children's Park - New Playground Equip, sidewalk repairs, shade - USE PER CAPITA FUNDS \$187,000	75,000				75,000
Vehicle Replace Fund					
New Vehicle Purchase Fund	10,000	30,000	30,000		70,000
Parks Truck	50,000				50,000
Backhoe all funds	28,000	56,000	56,000		140,000
Repairs to Clarifier #1 approved 1/27/22		181,480			
MATCH FOR AB617 URBAN GREENING GRANTS - on Agenda 4/21/22	19,017	34,162	12,999		
Restricted Funds:					
Wastewater debt to Parks (Debt Authorized via	(48,828)		48,828		-
USDA 2009 COPS Loan - Water		161,400			161,400
SWRCBA Water Loan - Debt Reserve		161,802			161,802
SWRCBA Wastewater Loan - Debt Reserve			210,998		210,998
2021-22 Short Lived Assets Reserve Annual		87,418	63,000		150,418
FY 2021-22 Withdrawal for Equipment Replacement (-) in FY 2021-22		(109,000)	(100,500)		(209,500)
Assigned or Designated Fund Balance:					
Operating and Maintenance Reserve Funds 180 days Operating and Maintenance Costs.	250,077	574,619	498,477	20,910	1,344,082
TOTAL RESERVES FOR FY 20-21	501,466	1,388,761	859,802	100,910	2,405,080
PROJECTED UN-ASSIGNED BALANCE:	443,370	992,165	666,595	17,852	2,565,840



Rehabilitate WesTech® MicroFloc® Trident® TR840A

Heber, California

Owner



1078 Dogwood Rd, Suite 103
Heber California

Quote Provided by

David Mortensen
801.290.1877
dmortensen@westech-inc.com

Chris Perry
801.290.6448
cperry@westech-inc.com

WesTech Represented by

MiscoWater
Alex Cali
27101 Burbank, Suite B
Foothill Ranch, California
707.953.1174
acali@miscowater.com



WesTech Proposal: 2299020.2
Date: 6 March 2022



Refurbish WesTech® Microfloc® Trident® TR-840A Clarifier and Filter

Scope of Supply

WesTech shall refurbish one (1) WesTech® Microfloc® Trident® TR-840A Clarifier and Filter, Serial No. MF 110209 at Heber PUD in Heber, California.

Scope of Work

Item		Value/Description
Mobilize		Provide manpower, supervision, specified parts, tools, and equipment to refurbish the equipment.
Remove Filter Media		Remove and dispose the WesTech proprietary media from the clarifier: the anthracite, sand, and garnet from the filter.
Remove Underdrain Parts		Remove the underdrain parts from filter.
OPTION	Blast/Clean the tank	Find & repair any interior tank surface corrosion that poses potential leak issues. WesTech can either provide a near-white sand blast (SPC10) or a bristle-brush cleaning of the interior of the tank to prepare it for the new paint coating. Both methods will be quoted.
	Paint the Tank	<p>Paint the interior of the tank with a coating that complies with the AWWA's D102-06 standard for an interior coating system, and certified in accordance with NSF61, which includes:</p> <ul style="list-style-type: none"> • One (1) primer coat Tnemec Series N140-1255 Beige Pota-Pox Plus (3.0-5.0 mils DFT) • One (1) finish coat Tnemec Series N140-15BL Tank White Pota-Pox Plus (5.0-8.0 mils DFT)
Install Filter Underdrain with Certain Parts Replaced		<p>Reinstall the underdrain parts. The following parts will be replaced with new:</p> <ul style="list-style-type: none"> • Underdrain block with shield (66) • Block plenum with shield (11) • Partial block with shield (11) • Multiblock plug end (22) • Sealing grommet (11) • Adhesive Sealant – 10oz tube (60)

Install New Media in the Filter	<p>WesTech will provide all new filtration media. The following amounts will be installed:</p> <ul style="list-style-type: none"> • 75 ft³ MS-21 Garnet in the Filter • 225 ft³ MS-18 Silica Sand in the Filter • 430 ft³ MS-4 Anthracite in the Filter
Startup the Unit	

Estimated Refurbishment Schedule	
Week 1	<ul style="list-style-type: none"> • Mobilize • Remove Filter Media • Remove Underdrain Parts
Week 2	<ul style="list-style-type: none"> • (OPTION) Blast/Clean tank
Week 3	<ul style="list-style-type: none"> • (OPTION) Paint the tank interior
Week 4	<ul style="list-style-type: none"> • (OPTION) Paint curing time
Week 5	<ul style="list-style-type: none"> • Reinstall Filter Underdrain with Certain Parts Replaced • Install New Media in the Filter
Week 6	<ul style="list-style-type: none"> • Underdrain cure time • Startup the Unit

Items Not Included in WesTech's Base Scope of Supply

- All underground and interconnecting piping, filter face piping and fittings, pipe supports, wall inserts or sleeves, Dresser or flexible couplings, hangers, valves, pneumatic tubing from air compressor to filter batteries, air release piping and valves, sampling lines and sinks, small pressure

water supply piping, field work of piping (i.e., drilling and tapping for instrumentation) and flow meters.

- Interconnection wiring and conduit
- Cathodic protection systems
- All chemical feeders, feed lines, chemicals, tanks, labor and procedures for the disinfection of equipment, laboratory test equipment
- Structural design, supply and installation of concrete pads, foundations, rebar, anchors (other than listed in scope above), concrete, grout, sealant, sumps and concrete fill for filter underdrains
- Motor control center, motor starters, disconnects, electrical wiring and conduit, connection of electrical wiring to terminals within WesTech's control panels, telemetering equipment, turbidity monitoring equipment, supports for controls
- SCADA System
- All pumps, air compressors, dryers, operating and start-up lubricants
- Any equipment or service not listed in this proposal

Warranty

One (1) year.

This proposal has been reviewed for accuracy and is approved for issue:

By: *DavidFMortensen*

Date: 6 March 2022

Commercial Proposal

Quote Name: Heber PUD
Date: 6 March 2022

Proposal Number: 2299020.2
WesTech Reference Project #: MF110209

1. Bidder's Contact Information

Company Name	WesTech Engineering LLC
Contact Name	David Mortensen
Phone	801.290.1877
Email	dmortensen@westech-inc.com
Address: Number/Street	3665 S West Temple
Address: City, State, Zip	Salt Lake City, UT 84115

2. Pricing

Currency US Dollars

Scope of Supply

Refurbish WesTech® Microfloc® Trident® TR-840A Filter	TOTAL	\$ 181,480
	Parts & Filtration Media	\$ 98,480
	Refurbish Equipment, Labor, Per Diem	\$ 83,000
OPTION ADDER: Bristle Brush Clean & Paint		\$ 84,700
OPTION ADDER: Sand Blast Clean & Paint		\$ 105,100
Taxes (sales, use, VAT, IVA, IGV, duties, import fees, etc.)		Not Included

Prices are valid for a period not to exceed 15 days from date of proposal.

3. Payment Terms

Parts & Media: Net due 30 days after shipment	100%
Installation: Net due 30 days after completion	100%

All payments are net 30 days. Partial shipments are allowed. Other terms per WesTech proforma invoice.

4. Schedule

The estimated time to shipment of parts and filter media after a purchase order is received.	16 weeks
Estimated time for installation.	3-6 weeks

5. Freight

FOB Shipping Point, with the freight cost to the jobsite prepaid by WesTech and added to the invoice.

Terms & Conditions

Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on WesTech Engineering LLC. The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

1. Specifications: WesTech Engineering LLC is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings. The equipment may not be in strict compliance with the Engineer's/Owner's plans, specifications, or addenda as there may be deviations. The equipment will, however, meet the general intention of the mechanical specifications of these documents.

2. Items Included: This proposal includes only the equipment specified herein and does not include erection, installation, accessories, nor associated materials such as controls, piping, etc., unless specifically listed.

3. Parties to Contract: WesTech Engineering LLC is not a party to or bound by the terms of any contract between WesTech Engineering LLC's customer and any other party. WesTech Engineering LLC's undertakings are limited to those defined in the contract between WesTech Engineering LLC and its direct customers.

4. Price and Delivery: All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. WesTech Engineering LLC or its supplier's shipping points. All claims for damage, delay or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying WesTech Engineering LLC of any damage or shortage within forty-eight hours of receipt, and failure to so notify WesTech Engineering LLC shall constitute acceptance by Purchaser, relieving WesTech Engineering LLC of any liability for shipping damages or shortages.

5. Payments: All invoices are net 30 days. Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when WesTech Engineering LLC is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.

6. Payment Terms: Credit is subject to acceptance by WesTech Engineering LLC's Credit Department. If the financial condition of the Purchaser at any time is such as to give WesTech Engineering LLC, in its judgment, doubt concerning the Purchaser's ability to pay, WesTech Engineering LLC may require full or partial payment in advance or may suspend any further deliveries or continuance of the work to be performed by the WesTech Engineering LLC until such payment has been received.

7. Escalation: If shipment is, for any reason, deferred by the Purchaser beyond the normal shipment date, or if material price increases are greater than 5% from proposal date to material procurement date, stated prices set forth herein are subject to escalation. The escalation shall be based upon increases in labor and material and other costs to WesTech Engineering LLC that occur in the time period between quotation and shipment by WesTech Engineering LLC. Purchaser agrees to this potential escalation regardless of contradicting terms in the contract, except when an agreed upon escalation adder is included in the price.

(a) The total quoted revised price is based upon changes in the indices published by the United States Department of Labor, Bureau of Labor Statistics. Labor will be related to the

Average Hourly Earnings indices found in the Employment and Earnings publication. Material will be related to the Metal and Metal Products Indices published in Wholesale Prices and Prices Indices.

(b) Price revision for items furnished to, and not manufactured by WesTech Engineering LLC, which exceed the above escalation calculation, will be passed along by WesTech Engineering LLC to Purchaser based upon the actual increase in price to WesTech Engineering LLC for the period from the date of quotation to the date of shipment by WesTech Engineering LLC. Any item that is so revised will be excluded from the index escalation calculations set forth in subparagraph (a) above.

8. Approval: If approval of equipment submittals by Purchaser or others is required, a condition precedent to WesTech Engineering LLC supplying any equipment shall be such complete approval.

9. Installation Supervision: Prices quoted for equipment do not include installation supervision. WesTech Engineering LLC recommends and will, upon request, make available, at WesTech Engineering LLC's then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation.

Responsibility for proper operation of equipment, if not installed by WesTech Engineering LLC or installed in accordance with WesTech Engineering LLC's instructions, and inspected and accepted in writing by WesTech Engineering LLC, rests entirely with Purchaser; and any work performed by WesTech Engineering LLC personnel in making adjustment or changes must be paid for at WesTech Engineering LLC's then current per diem rates plus living and traveling expenses.

WesTech Engineering LLC will supply the safety devices described in this proposal or shown in WesTech Engineering LLC's drawings furnished as part of this order but excepting these, WesTech Engineering LLC shall not be required to supply or install any safety devices whether required by law or otherwise. The Purchaser hereby agrees to indemnify and hold harmless WesTech Engineering LLC from any claims or losses arising due to alleged or actual insufficiency or inadequacy of the safety devices offered or supplied hereunder, whether specified by WesTech Engineering LLC or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.

10. Acceptance of Products: Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by WesTech Engineering LLC within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by WesTech Engineering LLC unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.

11. Taxes: Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be for Purchaser's account.

12. Title: The equipment specified herein, and any replacements or substitutes therefore shall, regardless of the manner in which affixed to or used in connection with realty, remain the sole and personal property of WesTech Engineering LLC until the full purchase price has been paid. Purchaser agrees to do all things necessary to protect and maintain WesTech Engineering LLC's title and interest in and to such equipment; and upon Purchaser's default, WesTech Engineering LLC may retain as liquidated damages any and all partial payments made and shall be free to enter the premises where such equipment is located and remove the same as its property without prejudice to any further claims on account of damages or loss which WesTech Engineering LLC may suffer from any cause.

13. Insurance: From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for WesTech Engineering LLC's benefit, adequate insurance including, but not limited to, builders risk insurance on the equipment against any loss of any nature whatsoever.

14. Shipments: Any shipment of delivery dates recited represent WesTech Engineering LLC's best estimate but no liability, direct or indirect, is assumed by WesTech Engineering LLC for failure to ship or deliver on such dates.

WesTech Engineering LLC shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, WesTech Engineering LLC may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment.

If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from WesTech Engineering LLC that the equipment is ready for shipment; and thereafter any storage or other charge WesTech Engineering LLC incurs on account of the equipment shall be for the Purchaser's account.

If delivery is specified at a point other than WesTech Engineering LLC or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond WesTech Engineering LLC's reasonable control and occurring at a location other than WesTech Engineering LLC or its supplier's shipping points, WesTech Engineering LLC assumes no liability in delivery delay. If Purchaser refuses such delivery, WesTech Engineering LLC may store the equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

15. Warranty: WESTECH ENGINEERING LLC WARRANTS EQUIPMENT IT SUPPLIES ONLY IN ACCORDANCE WITH THE WARRANTY EXPRESSED IN THE ATTACHED COPY OF "WESTECH WARRANTY" AGAINST DEFECTS IN WORKMANSHIP AND MATERIALS WHICH IS MADE A PART HEREOF. SUCH WARRANTY IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WHETHER WRITTEN, ORAL, EXPRESSED, IMPLIED OR STATUTORY, WESTECH ENGINEERING LLC SHALL NOT BE LIABLE ANY CONTINGENT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER.

16. Patents: WesTech Engineering LLC agrees that it will, at its own expense, defend all suits or proceedings instituted against Purchaser and pay any award of damages assessed against it in such suits or proceedings, so far as the same are based on any claim that the said equipment or any part thereof constitutes an infringement of any apparatus patent of the United States issued at the date of this Agreement, provided WesTech Engineering LLC is given prompt notice in writing of the institution or threatened institution of any suit or proceeding and is given full control of the defense, settlement, or compromise of any such action; and Purchaser agrees to give WesTech Engineering LLC needed information, assistance, and authority to enable WesTech Engineering LLC so to do. In the event said equipment is held or conceded to infringe such a patent, WesTech Engineering LLC shall have the right at its sole option and expense to a) modify the equipment to be non-infringing, b) obtain for Purchaser the license to continue using said equipment, or c) accept return of the equipment and refund to the Purchaser the purchase price thereof less a reasonable charge for the use thereof. WesTech Engineering LLC will reimburse Purchaser for actual out-of-pocket expenses, exclusive of legal fees, incurred in preparing such information and rendering such assistance at WesTech Engineering LLC's request. The foregoing states the entire liability of WesTech Engineering LLC, with respect to patent infringement; and except as otherwise agreed to in writing, WesTech Engineering LLC assumes no responsibility for process patent infringement.

17. Surface Preparation and Painting: If furnished, shop primer paint is intended to serve only as minimal protective finish. WesTech Engineering LLC will not be responsible for the condition of primed or finish painted surfaces after equipment leaves its shops. Purchasers are invited to inspect paint in shops for proper preparation and application prior to shipment. WesTech Engineering LLC assumes no responsibility for field surface preparation or touch-up of shipping damage to paint. Painting of fasteners and other

touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism installation.

Motors, gear motors, and other components not manufactured by WesTech Engineering LLC will be painted with that manufacturer's standard paint system. It is WesTech Engineering LLC's intention to ship major steel components as soon as fabricated, often before drive, motors, and other manufactured components. Unless Purchaser can ensure that shop primed steel shall be field painted within thirty (30) days after arrival at the job site, WesTech Engineering LLC encourages the Purchaser to order these components without primer.

WesTech Engineering LLC's prices are based on paints and surface preparations as outlined in the main body of this proposal. In the event that an alternate paint system is selected, WesTech Engineering LLC requests that Purchaser's order advise of the paint selection. WesTech Engineering LLC will then either adjust the price as may be necessary to comply or ship the material unpainted if compliance is not possible due to application problems or environmental controls.

18. Cancellation, Suspension, or Delay: After acceptance by WesTech Engineering LLC, this proposal, or Purchaser's order based on this proposal, shall be a firm agreement and is not subject to cancellation, suspension, or delay except upon payment by Purchaser of appropriate charges which shall include all costs incurred by WesTech Engineering LLC to date of cancellation, suspension, or delay plus a reasonable profit. Additionally, all charges related to storage and/or resumption of work, at WesTech Engineering LLC's plant or elsewhere, shall be for Purchaser's sole account; and all risks incidental to storage shall be assumed by Purchaser.

19. Return of Products: No products may be returned to WesTech Engineering LLC without WesTech Engineering LLC's prior written permission. Said permission may be withheld by WesTech Engineering LLC at its sole discretion.

20. Backcharges: WesTech Engineering LLC will not approve or accept backcharges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of WesTech Engineering LLC-furnished materials unless such back charge has been authorized in advance in writing by a WesTech Engineering LLC employee, by a WesTech Engineering LLC purchase order, or work requisition signed by WesTech Engineering LLC

21. Indemnification: Purchaser agrees to indemnify WesTech Engineering LLC from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.

22. Entire Agreement: This proposal expresses the entire agreement between the parties hereto superseding any prior understandings, and is not subject to modification except by a writing signed by an authorized officer of each party.

23. Motors and Motor Drives: In order to avoid shipment delays of WesTech Engineering LLC equipment, the motor drives may be sent directly to the job site for installation by the equipment installer. Minor fit-up may be required.

24. Extended Storage: Extended storage instructions will be part of information provided to shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.

25. Liability: Professional liability insurance, including but not limited to, errors and omissions insurance, is not included. In any event, liability for errors and omissions shall be limited to the lesser of \$100,000USD or the value of the particular piece of equipment (not the value of the entire order) supplied by WesTech Engineering LLC against which a claim is sought.

26. Arbitration Negotiation: Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

ACCEPTED BY PURCHASER

Customer Name: _____

Customer Address: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

