Heber Public Utility District

Report to the Board of Directors

Date:	April 21, 2022
From:	Laura Fischer, General Manager
Subject:	General Managers Report to Board of Directors

HPUD ADMINISTRATION

Office OPEN to Public Access – Staff work hours

HPUD staff are back to full schedule. Our office is open to the public starting May 1, 2022.

HPUD Events and Newsletter

Please check out the Recreation Report in our Operations Report on the agenda. We have two upcoming Mothers' Day Events at Tito Huerta Park. One on Friday, May 6th and the other on Saturday, May 7th.

HPUD Board Member - Mandatory Training

AB 1234 training link: https://members.csda.net/imis1/ItemDetail?iProductCode=WEB2022ETHICS

Harassment Training link:

https://members.csda.net/imis1/ItemDetail?iProductCode=WEB2022SHP

If you have difficulty accessing these training links, please contact me or Raquel. Please print the certificate of completion for the training and provide it to Raquel.

AB1234 and Harassment training must be completed every two years, and all of our Board Members need to take the training this year.

HPUD OPERATIONS

Sewer Department

Sewer Main Line (36") Cleaning

The District engaged CV Pipelines to clean our large 36" sewer line that runs down Correll Road. They cleaned the large line on Correll from Oak to Pitzer as well as our Regional Pump Station.

Manhole Repair Project

The manhole repair project is included in our Capital Improvement Project List to be completed in FY 2022-23, however the engineering, design, and bidding cost are included in this Fiscal Year's Capital Improvement Project Budget and in our adopted Reserve Resolution. When CV Pipeline cleaned the main 36" line along Correll Road, they found several manholes lining that was bubbling, falling into the sewer, or just missing. The lining is important to protect the manholes from decay from the sewer gasses. When the linings fall into the sewer, it can partially block the sewer flow and cause oils (collecting on top of sewer flows) to be backed up, which Memo to BOD 04/21/2022 causes odors and blockages. When they completely fall into the sewer they slow the flow and end up causing our pumps at the regional pump station to plug up or fail.

Repairing these manholes is an important part of maintaining our sewer collection system and protecting the operations at our regional pump station and wastewater treatment plant. I have attached the report on the manholes that we need to have repaired, which was prepared by Francisco Rodriguez, along with the engineer's probable cost estimate for your consideration.

The manholes along Correll Road are large and very deep and our cost estimate reflect these conditions. The cost per manhole is estimated at a higher cost that previous projects as for this reason, and because of the recent surge in construction related costs.

Our plan is to submit the project out for bid with all of the manholes on the list included. It should take 2-3 weeks to get the bid out. It will take about 6-8 weeks for the bids to be returned and the cost analysis complete. With this schedule the award for construction of the project should be on your July board meeting agenda.

Wastewater Treatment Plant Regulatory Inspection

The Regional Water Quality Control Board performed a site inspection at our wastewater treatment plant. There were no findings and the RWQCB will be submitting a formal report to HPUD in the next couple of months.

NPDES Permit Renewal

The HPUD is in the process of renewing our National Pollutant Discharge Elimination System permit. The Regional Water Quality Control Board has submitted to HPUD a draft permit. We have a couple of weeks to review prior to the Regional Board considering approval at their May 10th meeting. Staff is reviewing the details of the permit.

Repairs to the Aeration System

Staff will be making additional repairs to our aeration system which will require that we put into service our abandoned race track system. We want to ensure that our system is not pushed out of balance as we need to drain, clean and repair one of the aeration wheels. During the hotter months there is a greater risk of a plant upset with only one train in operation. If we are able to get parts and supplies needed, the aeration system should be back in service within a couple of months.

Water Department

Scheduled Plant Repairs

The repairs to remove and replace a coupling in our distribution system was performed during the middle of the night on Tuesday, March 29th and early morning of Wednesday, March 30th. Our water pressure was maintained by a by-pass and HPUD kept our system's pressure above 20psi at all times. There were no customer complaints.

Clarifier #1 Repairs

As you know in December 2021 the HPUD Board approved some major repairs to the water treatment plant clarifier #1. The repairs included purchasing the parts and the contracting with WesTech to make the repairs and install parts.

The parts have been ordered and should arrive by July 10, 2022. After the parts are in, Westech will send a crew to remove the media and underdrains. The project will take several weeks to complete.

There is some concern that the surface area under the underdrains will need to be treated and coated. Westech will inspect the area after the underdrains are removed. Should these repairs be needed the cost estimate to sand blast clean and paint the surface under the underdrains is \$105,100. This amount will be included in the capital improvement project and budget for FY 2022-23. The quote is attached to this report. Additionally as Clarifier #1 is the same age as Clarifier #2 we will also include the cost to repair Clarifier #2 in the budget. Staff will be looking at various grant options for these plant repair projects.

Finance Department

Account Shut Off for January 2022

As you know we implemented the late fee and shut offs in January 2022. As a result, the shut off day for nonpayment in January was Friday March 25th. We issued a 2 day shut off notice to 7 customers; 5 of them paid before the end of business on Friday and water service was promptly restored. The other two customers' water service was turned back on (without payment) on Friday at 4:30pm. This was done because we didn't want anyone to be without water all weekend. One of the two customers paid on Monday morning. The other had a balance of \$1,059 and worked with HPUD to make a payment and be put on a payment schedule.

Aging Report – Past Due

There are 144 accounts that are currently two months past due. There are 74 accounts that are currently three months past due. There are 27 accounts that are four months past due, and there are 15 accounts four months or more past due.

Payment Arrangements

Of the 144 past due accounts, we have 35 customers on payment arrangements.

Developer Update

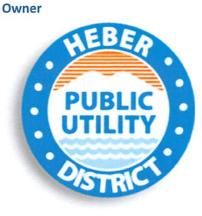
Miraluz Development

The Miraluz development project went before the County Planning Commission on Wednesday, April 13th. The agenda and backup is attached for your consideration. The Planning Commission approved the lot split and the project will be scheduled to go before the Board of Supervisors for final approval soon.



Rehabilitate WesTech® MicroFloc® Trident® TR840A

Heber, California



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

ltem		Value/Description
Mobilize		Provide manpower, supervision, specified parts, tools, and equipment to refurbish the equipment.
Rem	ove Filter Media	Remove and dispose the WesTech proprietary media from the clarifier: the anthracite, sand, and garnet from the filter.
Rem	ove 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	 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: 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		 Reinstall the underdrain parts. The following parts will be replaced with new: 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	 WesTech will provide all new filtration media. The following amounts will be installed: 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	 Mobilize Remove Filter Media Remove Underdrain Parts 					
Week 2	(OPTION) Blast/Clean tank					
Week 3	(OPTION) Paint the tank interior					
Week 4	(OPTION) Paint curing time					
Week 5	 Reinstall Filter Underdrain with Certain Parts Replaced Install New Media in the Filter 					
Week 6	Underdrain cure timeStartup 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: David FMortensen

Date: 6 March 2022



Commercial Proposal

Quote Name: Heber PUD Date: 6 March 2022		al Number: 2299020.2 e Project #: MF110209
1. Bidder's Contact Inform		
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® Tr	ident® TR-840A Filter TOTAL	\$ 181,480
	Parts & Filtration Media	\$ 98,480
	Refurbish Equipment, Labor, Per Diem	\$ 83,000
OPTION ADDER: Bristle Brush Clea	n & Paint	\$ 84,700
OPTION ADDER: Sand Blast Clean &	2. Paint	\$ 105,100
Prices are valid for a period not to exceed 15 days		÷ 103,100
Taxes (sales, use, VAT, IVA, IGV, du	uties, import fees, etc.)	Not Included
3. Payment Terms		
Parts & Media: Net due 30 days a	fter shipment	100%
Installation: Net due 30 days afte	r completion	100%
All payments are net 30 days. Partial shipments a	re allowed. Other terms per WesTech proforma invoice.	
4. Schedule		
The estimated time to shipment of purchase order is received.	of parts and filter media after a	16 weeks
Estimated time for installation.		3-6 weeks

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.

 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 shipment, or 48 hours 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 or the supplier's shipping points, WesTech Engineering LLC are supplier's shipping points, WesTech Engineering LLC are supplier's shipping points, 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 noninfringing, 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.



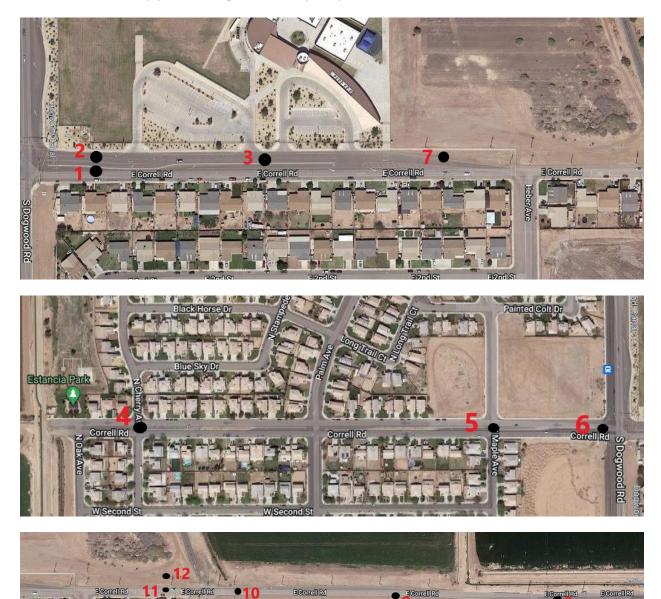
ACCEPTED BY PURCHASER
Customer Name:
Customer Address:
Contact Name:
Contact Phone:
Contact Email:
Contact Elliun.
Signature:
Printed Name:
Title:
Date:



Manhole Lining Project

By Cande & Matt

Manholes in this report are all West of the Wastewater Regional Pump Station, these have been cleaned by CV Pipeline. Most if not all liner bottoms are completely gone and need to be redone, liner that has fallen into the sewer pipe is causing material to pile up behind it, restrict flow and cause foul odor.





Depth- 17ft Bubbling in liner/ bottom liner is gone and disrupting flow



Depth- 17ft Bottom of liner is gone and disrupting flow



Depth- 18ft Liner deteriorating/ collar deteriorating



Depth- 14ft complete liner failure and disrupting flow



Depth- 16ft Complete liner failure, disrupting flow. Collar and concrete deteriorating.



Depth- 17ft Liner bubbling and deteriorating



Depth- 20ft Bottom of liner is gone, collar is deteriorating

Manhole 8



Depth- 22ft liner is deteriorating and a lot of corrosion from gases. (Entrance to Regional Lift Station)



Depth- 21ft Bubbling in liner and missing liner at the bottom



Depth- 21ft Bubbling in liner, bottom of liner is gone



Cannot open manhole, needs to be replaced and is most likely needs new liner, same as 10.

Manhole 12



Depth- 21ft bottom of liner is gone. Collar deteriorating from corrosion; needs new lid and cover

The Holt 1601 N. Imperia Group 760.337.3883 Municipal Design • Infrastructure Engineering • Construction Management • Land Surve PROJECT: HEBER PUBLIC UTILITY DISTRICT 2022 SANITARY SEWER MANHOLE REHABILITATION PROJECT THG PROJECT NO. 744.064E							
	DATE: April 1: ENGINEER'S OP PROBABLE	INION OF					
ltem <u>No</u>	ltem	<u>Unit</u>	Unit <u>Cost</u>	<u>Quantity</u>	Total <u>Cost</u>		
1	MOBILIZATION	L.S.	\$9,025	1	<u>\$9,025</u>		
2	MANHOLE REHABILITATION Rehabilitiation of the existing interior manhole surface as illustrated by Detail 1 of the Project Manual. Installation of P.C.C. grade rings and manhole collar, if applicable.	L.S.	\$157,500	1	\$157,500.00 (Total 2.1-2.12)		
0.1	MANHOLE NO. 1	Vertical Ft	\$700	17	\$11,900		
0.2	MANHOLE NO. 2	Vertical Ft	\$700	17	\$11,900		
0.3	MANHOLE NO. 3	Vertical Ft	\$700	18	\$12,600		
0.4	MANHOLE NO. 4	Vertical Ft	\$700	14	\$9,800		
0.5	MANHOLE NO. 5	Vertical Ft	\$700	16	\$11,200		
0.6	MANHOLE NO. 6	Vertical Ft	\$700	17	\$11,900		
0.7	MANHOLE NO. 7	Vertical Ft	\$700	20	\$14,000		
0.8	MANHOLE NO. 8	Vertical Ft	\$700	22	\$15,400		
0.9	MANHOLE NO. 9	Vertical Ft	\$700	21	\$14,700		
0.10	MANHOLE NO. 10	Vertical Ft	\$700	21	\$14,700		
0.11	MANHOLE NO. 11	Vertical Ft	\$700	21	\$14,700		
0.12	MANHOLE NO. 12	Vertical Ft	\$700	21	\$14,700		
1	NEW MANHOLE FRAME WITH BOLT DOWN	EACH	\$1,500	3	<u>\$4,500</u>		
	COVER.						
2	NEW P.C.C. MANHOLE COLLAR; INCLUDES P.C.C. GRADE RINGS FOR MANHOLES.	EACH	\$500	3	<u>\$1,500</u>		
3	INSTALL SET OF FOUR (4) STEEL BOLLARDS AROUND MANHOLE	1	<u>\$2,000</u>				
4	TRAFFIC CONTROL -	L.S.	\$15,000	1	<u>\$15,000</u>		
5	COUNTY ENCROACHMENT PERMIT FEES	L.S.	\$2,000	i	<u>\$2,000</u>		
-	(DIRECTLY PAID BY HPUD)		. ,	-	<u></u>		
	ENGINEER'S OPINION OF PROBABLE CO	NSTRUCTIO	N COST		<u>\$191,525.00</u>		

ltem <u>No</u>	<u>ltem</u>	<u>Unit</u>	Unit <u>Cost</u>	<u>Quantity</u>	Total <u>Cost</u>
	ENGINEERING DESIGN: FINAL FIELD SURVEY, PREPARATION OF IMPROVEMENT PLANS, REVIEW MEETINGS WITH CITY OFFICIALS, UTILITY RESEARCH AND IDENTIFICATION, PREPARATION OF FINAL QUANTITY ESTIMATE, PREPARATION OF FINAL COST ESTIMATE, PREPARATION OF SPECIFICATIONS INCLUDING LEGAL ADVERTISEMENT, INSTRUCTIONS FOR BIDDERS, PROPOSAL FORMS, CONTRACT DOCUMENTS, GENERAL CONDITIONS, SPECIAL CONDITIONS, TECHNICAL CONDITIONS, COORDINATION OF ADMINISTRATIVE ITEMS REGARDING THE PROJECT - DESIGN ENGINEERING - 4.0%.				<u>\$7,661</u>
	PLACE LEGAL ADVERTISEMENT IN PAPER, CONTACT CONTRACTORS AND SUBCONTRACTORS TO INFORM THEM OF THE PROJECT, ANSWER CONTRACTOR'S QUESTIONS, ISSUE PLANS AND SPECIFICATIONS TO PROSPECTIVE BIDDERS, MAINTAIN BID LIST, PREPARE ADDENDUM(A), OPEN BIDS AT CITY HALL, TABULATE BIDS, PREPARE AWARD OF CONTRACT RECOMMENDATION LETTER BIDDING SERVICES- 1%				<u>\$1,916.00</u>
	CONSTRUCTION MANAGEMENT INCLUDING ADMINISTRATION, RESIDENT ENGINEERING AND SURVEYING INCLUDING PROCESSING OF PAYMENT REQUESTS, FULL-TIME CONSTRUCTION RESIDENT ENGINEERING DURING PROJECT CONSTRUCTION, MONITORING OF TRAFFIC CONTROL AND BARRICADE PLACEMENT, PREPARATION OF DAILY CONSTRUCTION REPORTS, REVIEWING CHANGE ORDERS, ANSWERING CONTRACTOR'S QUESTIONS, FILING NOTICE OF COMPLETION. CONSTRUCTION MANAGEMENT INCLUDING ADMINISTRATION, RESIDENT ENGINEERING, AND SIMILAR SERVICES - 8.0%				<u>\$15,322.00</u>
	TOTAL ENGINEERS (OPINION OF PR	OBABLE PR	OJECT COST	<u>\$216,424.00</u>





LEFT ELEVATION



FRONT/REAR ELEVATION





RIGHT ELEVATION



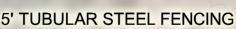
COMMUNITY BUILDING

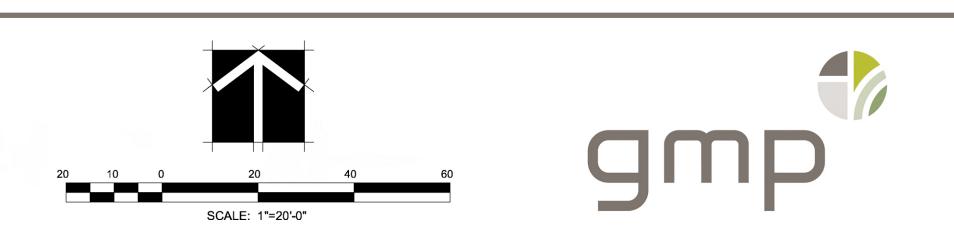
HEBER MEADOWS EXTERIOR ELEVATIONS CHELSEA INVESTMENT CORPORATION SCALE: 1/4" = 1'-0"

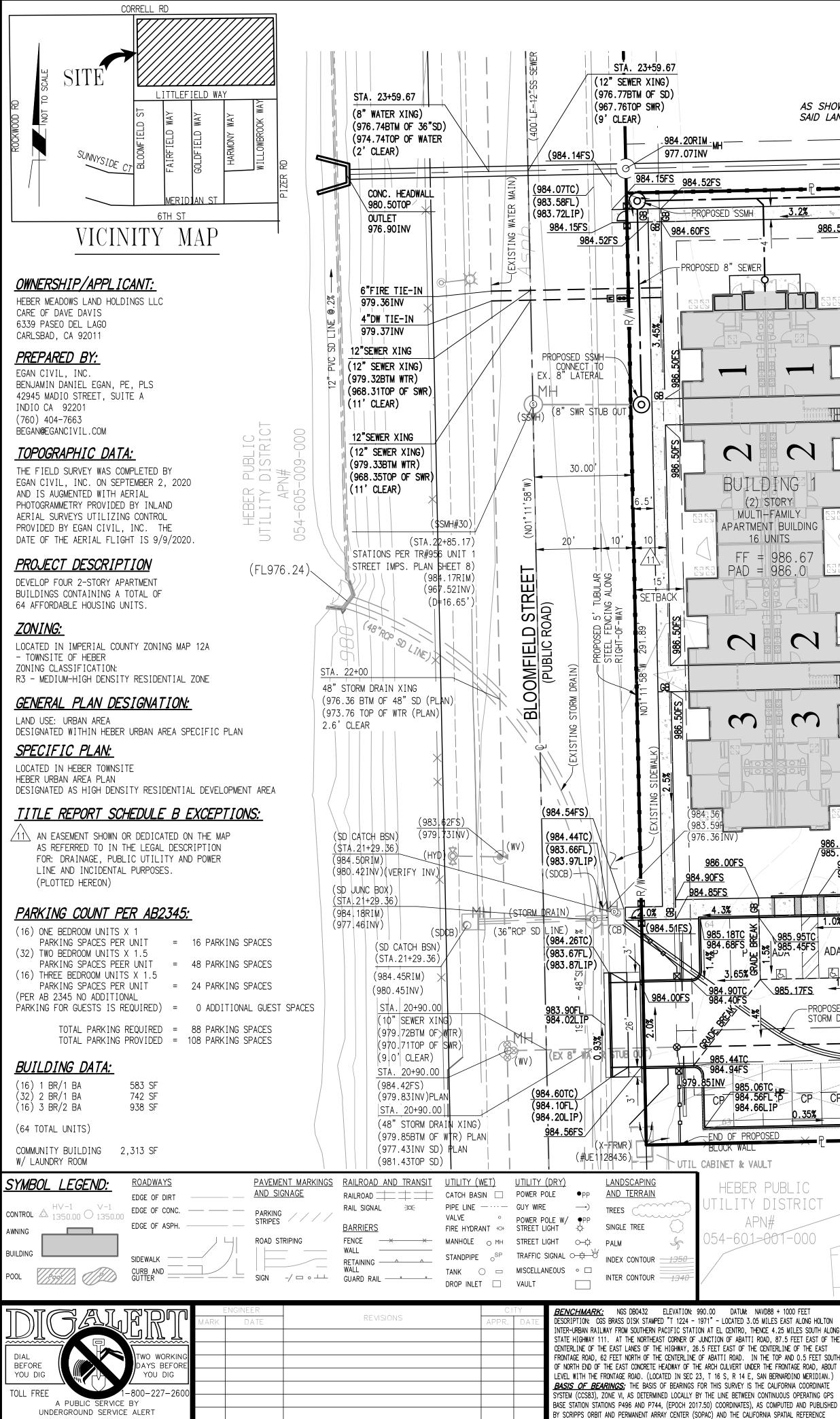




MIRALUZ HEBER, CA CHELSEA INVESTMENT GROUP MARCH 31, 2022







1IN THE UNICORPORATED TOWNSITE OF HEBER, COUNTY OF IMPERIAL, STATE OF CALIFORNIA **CONCEPTUAL SITE & GRADING PLAN** - MIRALUZ -

LOT 1 OF TENTATIVE TRACT MAP 00922, BEING A PORTION OF LOT D OF HEBER MEADOWS TRACT 956 UNIT 1 AS SHOWN BY MAP FILED IN BOOK 23 OF MAPS, PAGE 39-43, RECORDS OF THE COUNTY OF IMPERIAL, STATE OF CALIFORNIA, SAID LANDS BEING LOCATED IN A PORTION OF SECTION 27. TOWNSHIP 16 SOUTH. RANGE 14 EAST. SAN BERNARDINO MERIDIAN.

(VACANT LAND)

-PROPOSED 8" SEWER 986.42FS -N88°48'02"E 390.00 - PROPOSED 5' TUBULAR 3.2% <u>986.50FS</u> <u>986.50FS</u> STEEL FENCING ALONG 986.50FS <u>986.50FS</u> 986.50FS _PR<u>OPERY_LIN</u>E 1 ILDING 2 STORY MULTI-FAMILY APARTMENT BUILDING 16 UNITS FF = 986PAD = 986. 986.50FS/_ 986.50FS 986.50FS 986.50FS 986.50FS BUILDING _0~ (2) STORY 1.0% (1) STORY BASKETBALL MULTI-FAMILY COMMUNITY COURT .95 APARTMENT BUILDING ACRE BUILDING 16 UNITS VII V FF = 986.67 PAD = 986.0 986.67FS FF = 986.67 PAD = 986.0TOT LOT EQUIPMENT/ PLAY AREA __<u>o__o__o__o__</u>o___o_ <u>986.50FS</u> <u>986.50FS</u> 986.50FS 986.50FS (FIRE **7** BUILDING 4 (2) STORY MULTI-FAMILY J APARTMENT BUILDING 16 UNITS <u>ଚ</u>ଚ୍ଚ 986. = 986 <u>986.18TC</u> /985.68FS 986.50TC 986.00FS <u>986.23TC</u> 985.73FS 986.50FS 986.50FS <u>986.50FS</u> 986.50FS 986.50FS 986.46FS 986.50FS 986.50FS/ <u>986.40TC</u> 985.90FS 986.40TC 985.90FS SIVAN 985.90FS 986.40T 985.90FSVAN ADA ADA ADA ADA ADA GRADE BREAK 986.20TC 985.70FS GRADE BREAK 986.20TC PRIVATE 985.17FS -WATER PROPOSED 8 EASEMENT -PROPOSED FIRE LINE STORM DRAIN 985.43TC 984.93FS 985.29T0 _ |<u>985.06TC</u> |984.56FL ⊳984.66LIP 984.84TC C/984.34FL 984.44LIP 984.82TC 984.32FL 984.42LIP CPCP CP + CP C 984.32FL 984.42LIP 984.34FL 984.44LIF 0.35% 984.66LIP N88°48'02"E 450.00 CB 984.09RIM 980.59INV -EXISTING FENCE TO BE REPLACED WITH 6' HIGH BLOCK WALL HEBER PUBLIC ILITY DISTRICT APN# rian kei⁄th quìj 4-601-001-000 054-601+004-<u>ABBREVIATIONS:</u> IRON PIPE SDMH STORM DRAIN MANHOLE EGAN CIVIL, MAP BOOK SSMH SAN. SEWER MANHOLE MB CENTERLINE MONUMENT MON. ТС TOP OF CURB COR CORNER 3 BOX 5282, LA QUINTA, CA 92248-52 (760) 404-7663 WWW.EGANCIVIL.C NORTH TOP OF COLUMN EAST Ν TCOL REF. REFERENCE ΤW TOP OF WALL EXISTING GROUND

R/W RIGHT-OF-WAY

SOUTH

SEC. SECTION

RS

PMB

S

RECORD OF SURVEY

PARCEL MAP BOOK WM

FLOW LINE

GPS GLOBAL POS.

SYSTEM

CENTER (CSRC), BEING: NORTH 42'48'48.17" EAST.

HYD. FIRE HYDRANT

FINISH SURFACE

VLV.

W

VALVE

WEST

WATER METER

(XX.XX) EXISTING ELEVATION

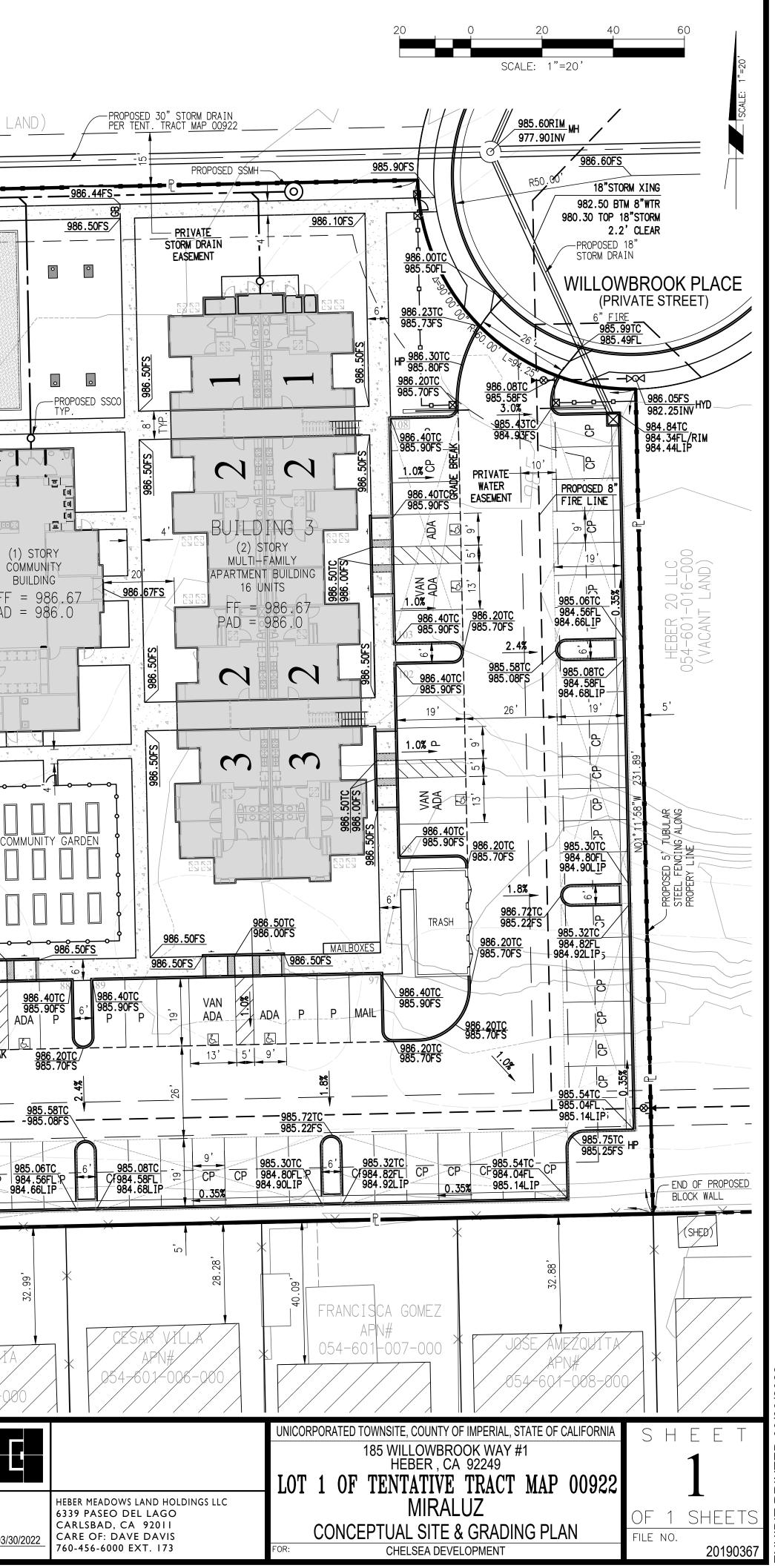
CALLOUT

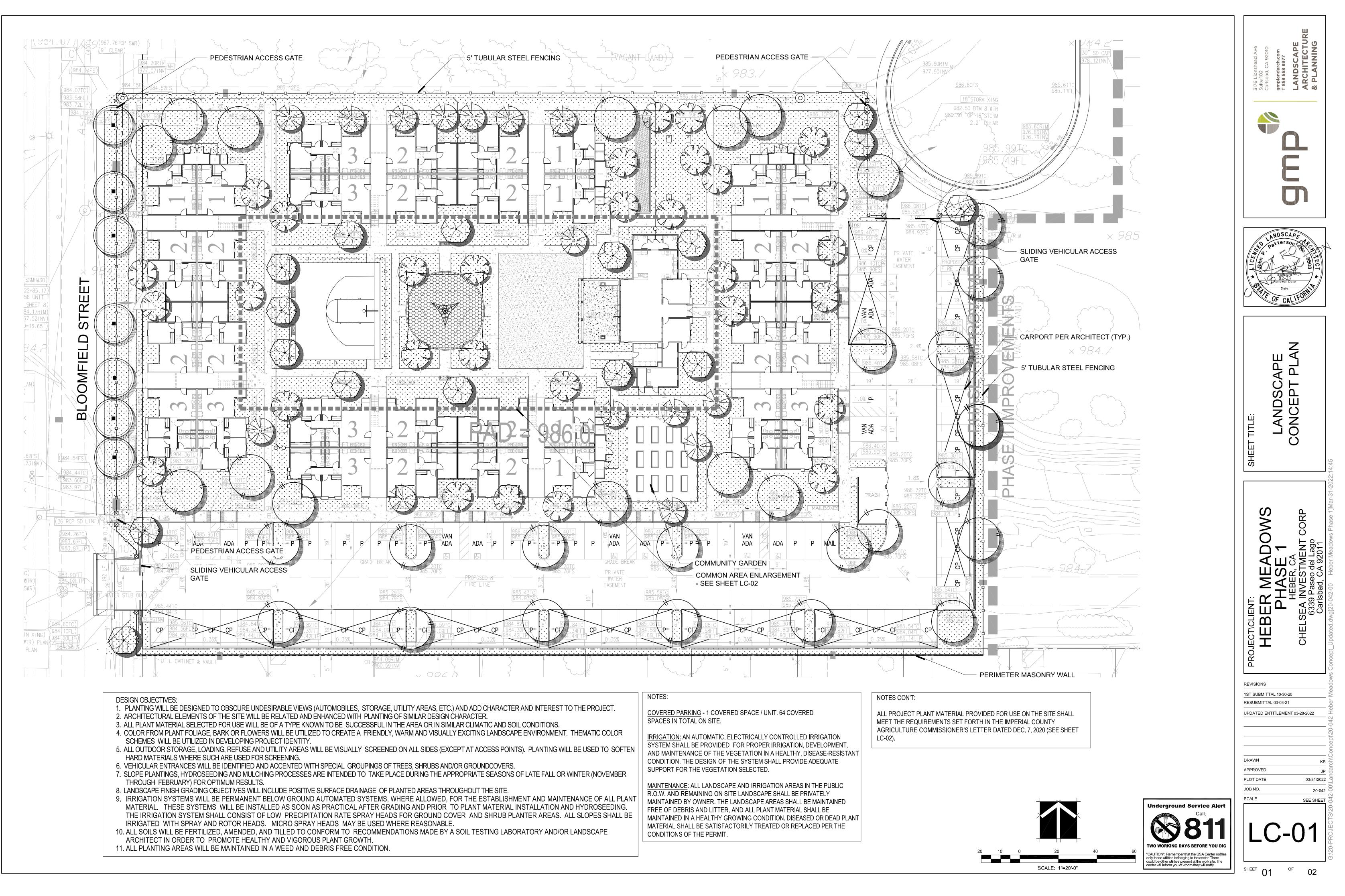
₩ NO. [₹] 7307(

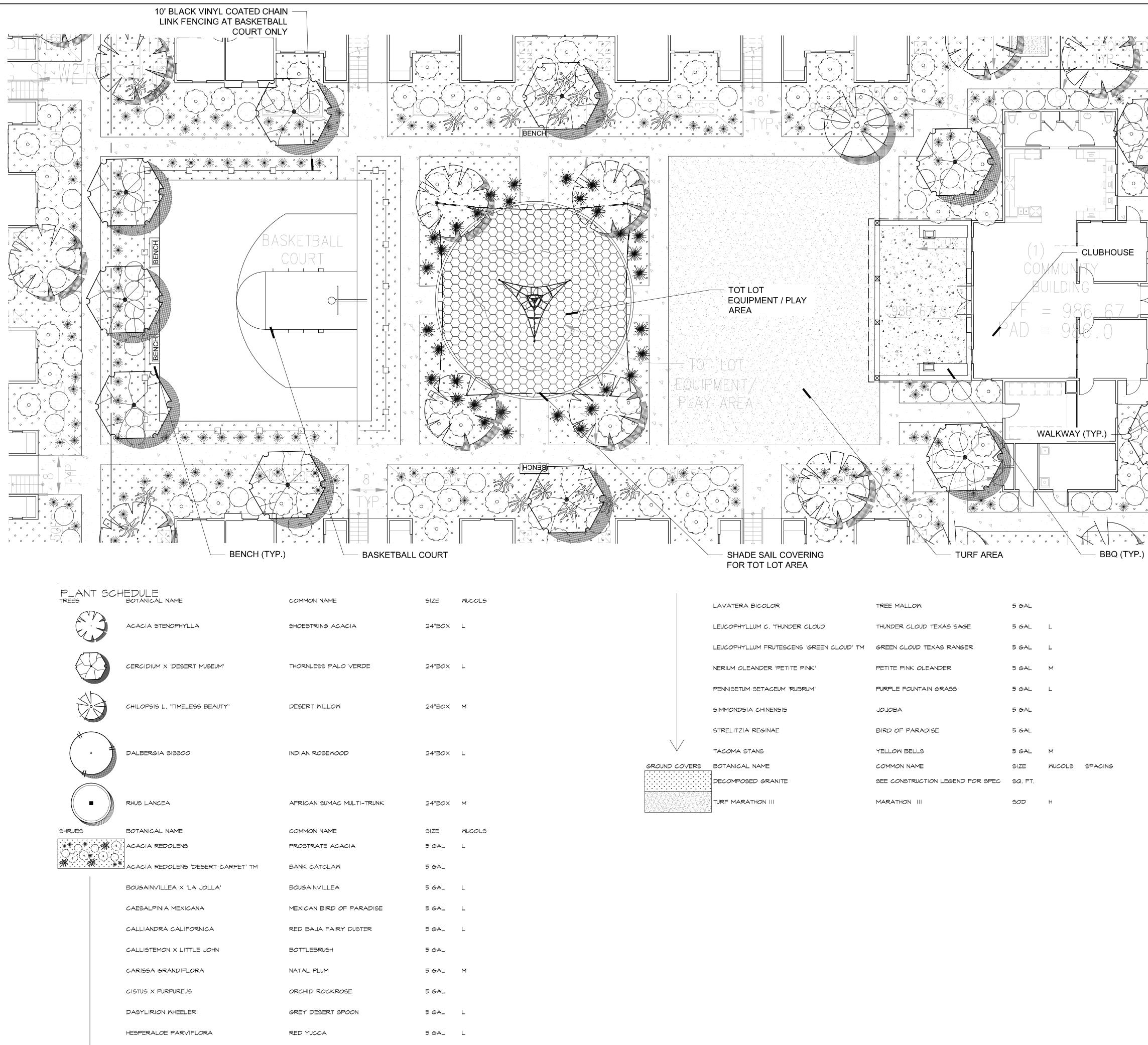
PARED UNDER THE DIRECT SUPERVISION OF

BENJAMIN DANIEL EGAN, R.C.E. 73070 DATE

03/30/2022







	LAVATERA BICOLOR	TREE MALLOW	5 GAL		
	LEUCOPHYLLUM C. 'THUNDER CLOUD'	THUNDER CLOUD TEXAS SAGE	5 GAL	L	
	LEUCOPHYLLUM FRUTESCENS 'GREEN CLOUD' TM	GREEN CLOUD TEXAS RANGER	5 GAL	L	
	NERIUM OLEANDER 'PETITE PINK'	PETITE PINK OLEANDER	5 GAL	М	
	PENNISETUM SETACEUM 'RUBRUM'	PURPLE FOUNTAIN GRASS	5 GAL	L	
	SIMMONDSIA CHINENSIS	JOJOBA	5 GAL		
	STRELITZIA REGINAE	BIRD OF PARADISE	5 GAL		
\bigvee	TACOMA STANS	YELLOW BELLS	5 GAL	М	
ROUND COVERS	BOTANICAL NAME	COMMON NAME	SIZE	MUCOLS	SPACING
	DECOMPOSED GRANITE	SEE CONSTRUCTION LEGEND FOR SPEC	SQ. FT.		
	TURF MARATHON III	MARATHON III	SOD	н	

H

∖₩€

December 7, 2020

Landscaper/Nursery Letter

they are listed at the end of this letter.

Compliance (COC) if applicable.

do not need a license.

Office of the

Carlos Ortiz Agricultural Commissione Sealer of Weights & Measure Jolene Dessert

Asst. Agricultural Commissioner Asst. Sealer of Weights & Meesures

This letter is to remind you of the requirements you must follow for movement of plant material into imperial County.

Infested with the glassy-winged sharpshooter, and is designated as an enforcing county.

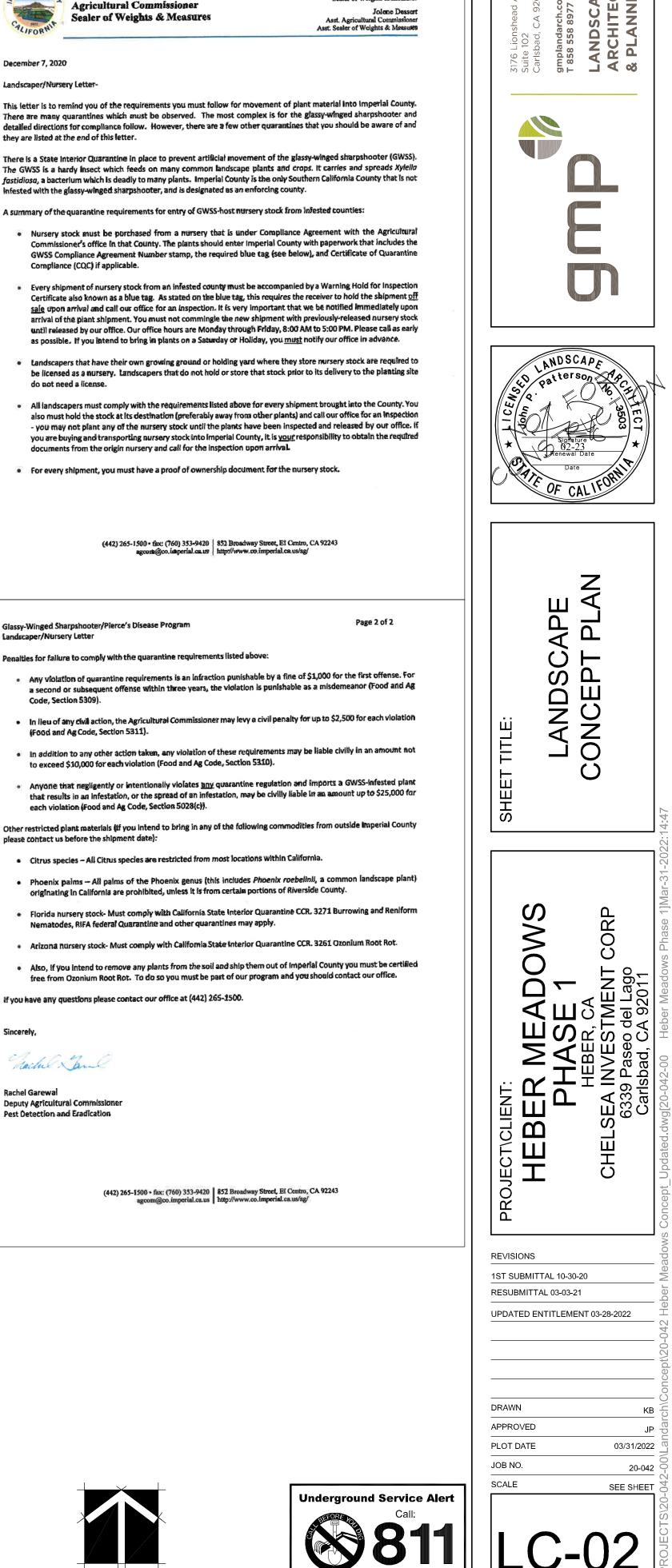
documents from the origin nursery and call for the inspection upon arrival.

For every shipment, you must have a proof of ownership document for the nursery stock.

A summary of the quarantine requirements for entry of GWSS-host nursery stock from infested counties:

Agricultural Commission

Sealer of Weights & Measures



(442) 265-1500 • fax: (760) 353-9420 | 852 Broadway Street, El Centro, CA 92243 agcom@co,imperial.ca.us | http://www.co.imperial.ca.us/ag/ Page 2 of 2 Glassy-Winged Sharpshooter/Pierce's Disease Program Landscaper/Nursery Letter Penalties for failure to comply with the quarantine requirements listed above: Any violation of guarantine requirements is an infraction punishable by a fine of \$1,000 for the first offense. For a second or subsequent offense within three years, the violation is punishable as a misdemeanor (Food and Ag Code, Section 5309). In Ileu of any civil action, the Agricultural Commissioner may levy a civil penalty for up to \$2,500 for each violation (Food and Ag Code, Section 5311). In addition to any other action taken, any violation of these requirements may be liable civily in an amount not to exceed \$10,000 for each violation (Food and Ag Code, Section 5310). Anyone that negligently or intentionally violates any quarantine regulation and imports a GWSS-infested plant that results in an infestation, or the spread of an infestation, may be civilly liable in an amount up to \$25,000 for each violation (Food and Ag Code, Section 5028(c)). Other restricted plant materials (if you intend to bring in any of the following commodities from outside Imperial County please contact us before the shipment date): Citrus species – All Citrus species are restricted from most locations within California. Phoenix paims – All paims of the Phoenix genus (this includes Phoenix roebelinii, a common landscape plant) originating in California are prohibited, unless it is from certain portions of Riverside County. Florida nursery stock- Must comply with California State Interior Quarantine CCR. 3271 Burrowing and Reniform Nematodes, RIFA federal Quarantine and other quarantines may apply.

- Arizona nursery stock- Must comply with California State Interior Quarantine CCR. 3261 Ozonium Root Rot.
- Also, if you intend to remove any plants from the soil and ship them out of imperial County you must be certified free from Ozonium Root Rot. To do so you must be part of our program and you should contact our office.

If you have any questions please contact our office at (442) 265-1500.

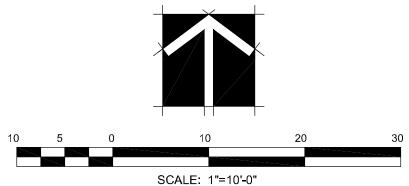
Sincerely

nache Same

Rachel Garewal

Deputy Agricultural Commissione Pest Detection and Eradication

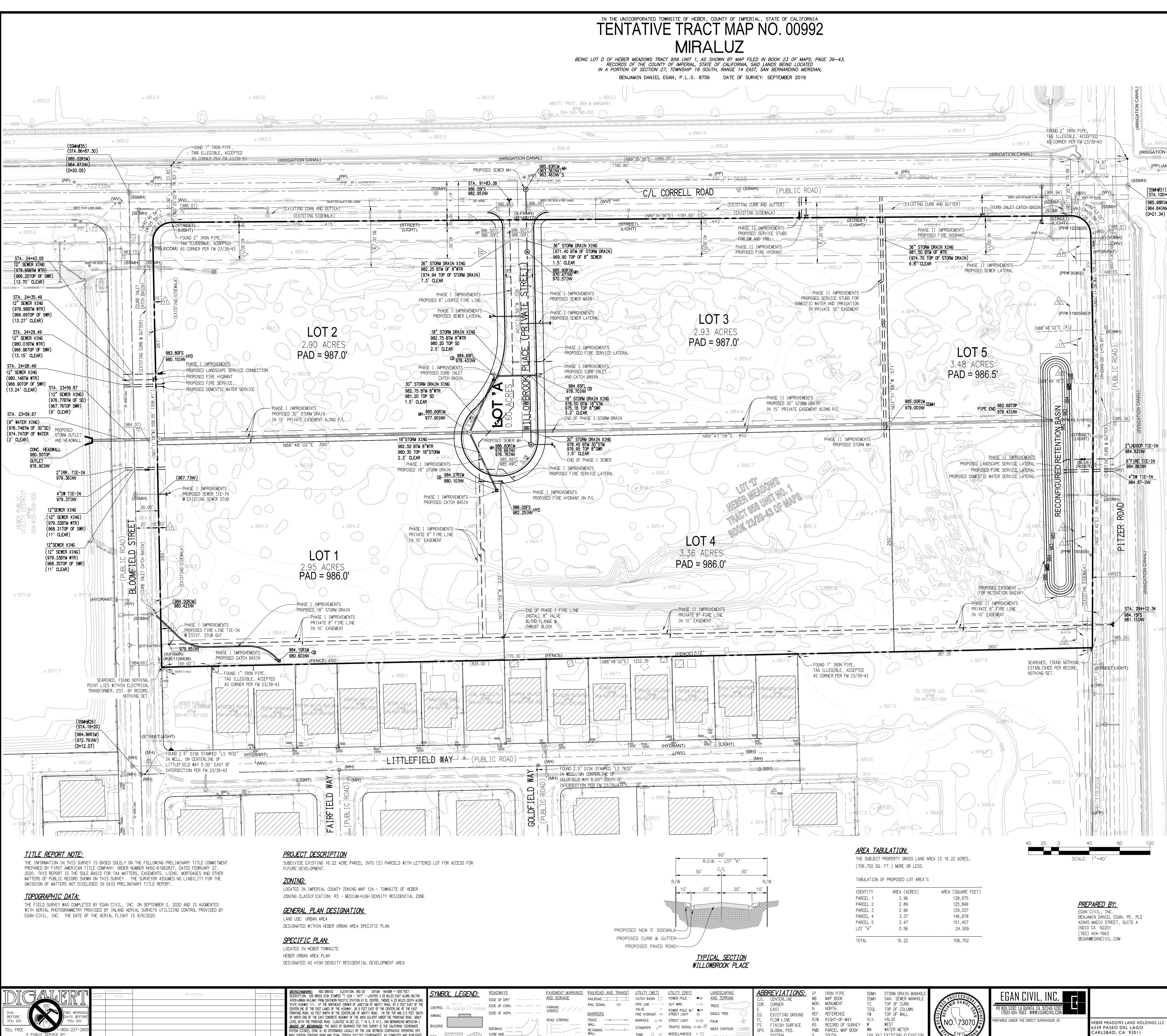
(442) 265-1500 • fax: (760) 353-9420 852 Broadway Street, El Centro, CA 92243 agcom@co.imperial.ca.us/ag/



Underground Service Alert IWO WORKING DAYS BEFORE YOU D "CAUTION": Remember that the USA Center notifies only those utilities belonging to the center. There could be other utilities present at the work site. The center will inform you of whom they will notify.

SHEET 02 OF

02



	MARK	DATE	REVISIONS	AF
DIAL TWO WORKING				
BEFORE DAYS BEFORE				
YOU DIG YOU DIG				
OLL FREE 1-800-227-2600				
A PUBLIC SERVICE BY				
UNDERGROUND SERVICE ALERT				

BASIS OF BEARINGS: THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, AS DETERMINED LOCALLY BY THE LINE BETWEEN CONTINUOUS OPERATING GPS BASE STATION STATIONS P496 AND P744, (EPOCH 2017.50) COORDINATES), AS COMPUTED AND PUBLISHED BY SCRIPPS ORBIT AND PERMANENT ARRAY CENTER (SOPAC) AND THE CALIFORNIA SPATIAL REFERENCE CENTER (CSRC), BEING: NORTH 42*48'48.17" EAST.

UILDING

SIDEWALK

CURB AND ______ GUTTER

_ ___

_____ ___ SIGN _/ 🗆 ° 💷 GUARD RAIL ____*

TANK 🔿 📼 MISCELLANEOUS ॰ 🗆

DROP INLET 🔲 VAULT

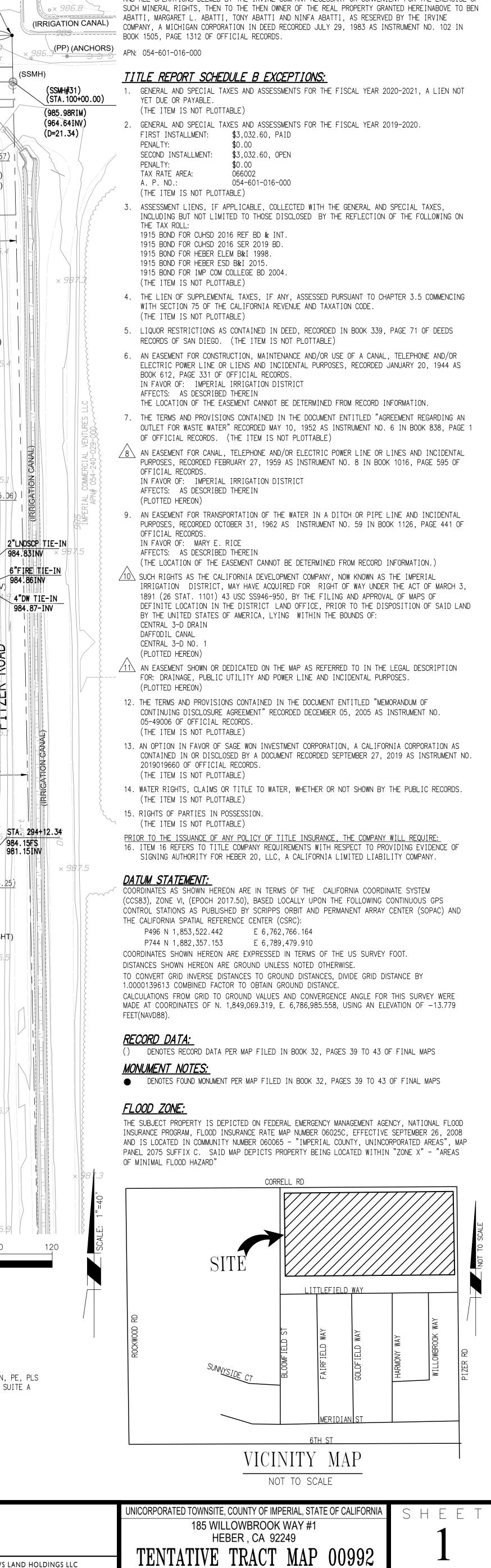
(<u>DRY)</u> DLE ●PP	LANDSCAPING AND TERRAIN	ABBREVIATIONS: C/L CENTERLINE	IP MB	IRON PIPE MAP BOOK	SDMH SSMH	STORM DRAIN MANHOLE SAN. SEWER MANHOLE	PROFESSION	EGAN CIVIL, INC.		
→) DLE W/ ●PP GHT -♀-	SINGLE TREE	COR. CORNER E EAST EG EXISTING GROUND	MON. N REF.	MONUMENT NORTH REFERENCE	TC TCOL TW	TOP OF CURB TOP OF COLUMN TOP OF WALL	AT REAL	PO BOX 5282, LA QUINTA, CA 92248-5282 (760) 404-7663 WWW.EGANCIVIL.COM		
GHT ○─☆ SIGNAL ○─☆ े NEOUS ○ □	PALM S	FL FLOWLINE FS FINISH SURFACE GPS GLOBAL POS.	R/W RS PMB	RIGHT-OF-WAY RECORD OF SURVEY PARCEL MAP BOOK	VLV. W WM	VALVE WEST WATER METER	₩ NO. ₹ 73070	PREPARED UNDER THE DIRECT SUPERVISION OF:		HEBER MEADOWS LAND HOL 6339 PASEO DEL LAGO CARLSBAD, CA 92011
	INTER CONTOUR	SYSTEM HYD. FIRE HYDRANT	S SEC.	SOUTH SECTION	(XX.XX) EXISTING ELEVATION CALLOUT	OF CALIFORN		3/17/2022	CARE OF: DAVE DAVIS 760-456-6000 EXT. 173

<u>OWNERSHIP/APPLICANT:</u> HEBER MEADOWS LAND HOLDINGS LLC CARE OF DAVE DAVIS

6339 PASEO DEL LAGO CARLSBAD, CA 92011

APN AND LEGAL DESCRIPTION: REAL PROPERTY IN THE UNINCORPORATED AREA OF THE COUNTY OF IMPERIAL, STATE OF CALIFORNIA,

DESCRIBED AS FOLLOWS: LOT D. OF HEBER MEADOWS TRACT 956 UNIT NO. 1. IN THE COUNTY OF IMPERIAL, STATE OF CALIFORNIA. AS PER MAP RECORDED IN BOOK 23. PAGES 39 THROUGH 43 INCLUSIVE OF FINAL MAPS. RECORDS OF IMPERIAL COUNTY, CALIFORNIA. EXCEPTING THEREFROM AS MINERAL INTEREST AND NOT AS A ROYALTY INTEREST. ONE HUNDRED PERCENT (100%) OF ALL OIL, GAS AND OTHER HYDROCARBONS, GEOTHERMAL RESOURCES AND DEFINED IN SECTION 6903 OF THE CALIFORNIA PUBLIC RESOURCES CODE AND ALL OTHER MINERALS, WHETHER SIMILAR TO HOSE HEREIN SPECIFIED OR NOT. WITHIN OR THAT MAY BE PRODUCED FROM SAID REAL PROPERTY BELOW A DEPTH OF 500 FEET AND TO PRODUCE, INJECT, STORE AND REMOVE FROM OR THROUGH SUCH WELL OR AND OTHER SUBSTANCES OF WHATEVER NATURE. INCLUDING THE RIGHT TO PERFORM AN AND ALL OPERATIONS DEEMED BY THE IRVINE COMPANY NECESSARY OR CONVENIENT FOR THE EXERCISE O



MIRALUZ

VACANT LAND

CHELSEA DEVELOPMENT

1 SHEE

2019036

FILE NO.

COUNTY OF IMPERIAL NOTICE OF PUBLIC HEARING

TRACT MAP #00992 MIRALUZ AFFORDABLE HOUSING AND STATE ROUTE 86/PITZER RD

Date of Meeting:April 26 2022Time of Meeting:11:00 a.m.Place of Meeting:940 Main Street, El Centro, CA 92243

Project Type: David Davis, on behalf of Heber Meadows proposes a major subdivision to create five lots for the purpose of constructing a phased affordable housing project, along with the improvements to the State Route-86/Pitzer Road intersection.

Project Numbers & Names: TRACT MAP #00992 AND INITIAL STUDY #22-0002

Project Name: MIRALUZ AFFORDABLE HOUSING AND STATE ROUTE 86/PITZER RD IMPROVEMENT PROJECT Applicants: HEBER MEADOWS I, LP

Location: The project site is 16-acre located at 175 E. Correll Road, southwest of the Pitzer Road and East Correll Road, intersecting in the town of Heber, in an unincorporated area Imperial County, California. The project site is identified as Assessor's Parcel Number (APN) 054-601-016-000 and is legally described as Lot D of Heber Meadows Tract 956 Unit 1, Township 16 South, Range 14 East, in an unincorporated area of the County of Imperial. Further, the State Route 86/Pitzer Road improvements would generally extend 1,000 feet in each direction from the center of the existing intersection which is located approximately 2,000 feet south of the project site.

PLEASE ACCEPT THIS AS A NOTICE TO INFORM YOU, as a property owner, tenant, or interested citizens, that the Board of Supervisors of the County of Imperial, California will conduct a public hearing, as part of a scheduled meeting, on the following Project(s). The Board of Supervisors will consider approving, conditionally approving, or denying Tract Map #00992, along with CEQA Initial Study #22-0002.

All interested individuals are encouraged to attend and be heard. All supporting documentation may be reviewed at the Clerk of the Board of Supervisors Office located at 940 Main Street, Suite 209, El Centro, CA during regular business hours of 8:00 a.m. to 5:00 p.m. Environmental documentation is also available at www.icdps.com.

Si usted requiere esta información en español, por favor de llamar al (442) 265-1736.

PERMIP

BLANCA ACOSTA Clerk of the Board of Supervisors County of Imperial, State of California