

# Olivehurst Public Utility District



## Agenda Item Staff Report

**Meeting Date: 07/21/22**

### **Item description/summary:**

Consider Accepting RFB for Plumas Lake WTP Filter Pre-Purchase Project Bid.

Olivehurst Public Utility District (OPUD) released request for Bid for Plumas Lake WTP Filter Pre-Purchase Project Bids. OPUD received bid on 07/15/2022 by 2'o clock of which 1 bid was submitted. "Loprest, a Division of WRT" Bid was within the budgeted amount for this project.

### **Fiscal Analysis:**

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### **Employee Feedback**

n/a

### **Sample Motion:**

Accepted bid proposal by "Loprest, a Division of WRT"

Prepared by: Swarnjit Boyal, Public Work Engineer

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# OLIVEHURST PUBLIC UTILITY DISTRICT

## Bid Opening

Date/Time: July 15, 2022, at 2:00 P.M.

Present: Public Works Engineer and District Clerk

Location: Board Room, 1970 9<sup>th</sup> Ave, Olivehurst



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Project: Plumas Lake Water Treatment Plant (WTP) Filter Pre-Purchase Project

The following bids were received:

<b>1)</b> Loprest, a Division of WRT Bid amount - \$669,026.00 = Compliant
<b>2)</b>
<b>3)</b>
<b>4)</b>
<b>5)</b>
<b>6)</b>
<b>7)</b>
<b>8)</b>



July 13, 2022

Olivehurst Public Utilities District  
1970 9<sup>th</sup> Ave  
Olivehurst, CA 95961  
Attn: John Tillotson (530)743-4657

RE: Advertisement for Bids – Plumas Lake WTP Filter Pre-Purchase Bid  
Due July 17, 2022 @ 2pm Local time  
Loprest Quote 22-059

Dear John,

Thank you for the opportunity to respond to your advertisement. The items below are enclosed in response.

- 1) Bid Bond
- 2) Completed Proposal (Bid) form
- 3) Bid Schedule, Section 004143
- 4) Loprest's Proposal 22-059

Regards,  
*Randy Richey, P.E.*  
President  
Loprest Division of WRT

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Loprest Division of WRT  
2825 Franklin Canyon Rd.  
Rodeo, CA 94572

### SURETY:

(Name, legal status and principal place of business)

U.S. Specialty Insurance Company  
13403 Northwest Freeway  
Houston, TX 77040

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

Olivehurst Public Utility District  
1970 9th Avenue  
Olivehurst, CA 95961

**BOND AMOUNT:** \$ Ten Percent (10%) of the Total Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)


Plumas Lake WTP Filter Pre-Purchase, Olivehurst, CA

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.


If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.


Signed and sealed this 21st day of June 2022

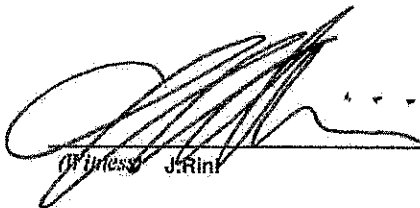
  
\_\_\_\_\_  
(Witness)

Loprest Division of WRT  
\_\_\_\_\_  
(Principal) (Seal)

  
\_\_\_\_\_  
(Title) Randy L. Richey President

U.S. Specialty Insurance Company  
\_\_\_\_\_  
(Surety) (Seal)

  
\_\_\_\_\_  
(Title) Sarah C. Brown, Attorney-in-Fact

  
\_\_\_\_\_  
(Witness) J. Rini

**ACKNOWLEDGEMENT BY PRINCIPAL**

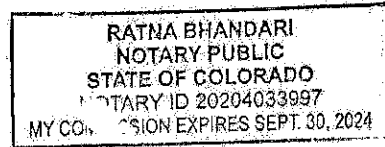
STATE OF Colorado

COUNTY OF Adams

On this 14 day of July, 2022, before me personally appeared Randy Rickey, to me known, who being by me duly sworn, did acknowledge and say that he/she is the principal of Loprest Division of WRT, the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, at my office in the above County, the day and year written above.

[Signature]  
Notary Public  
My Commission Expires: 09/30/2024



**ACKNOWLEDGEMENT BY SURETY**

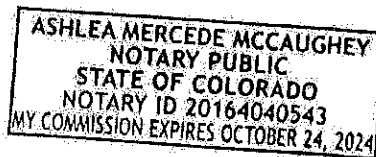
STATE OF COLORADO

COUNTY OF ARAPAHOE

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me personally appeared Sarah C. Brown, to me known, who being by me duly sworn, did acknowledge and say that he/she is the Attorney-in-Fact of U.S. Specialty Insurance Company, the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, at my office in the above County, the day and year written above.

[Signature]  
Ashlea Mercede McCaughey, Notary Public  
My Commission Expires: October 24, 2024





TOKIOMARINE  
HCC

**POWER OF ATTORNEY**  
**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Donald Appleby, Todd Bengford, Sarah C. Brown, Ashlea McCaughey,  
Jessica Jean Rini, or Mark Sweigart of Colorado

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\* Seventy Five Million and 00/100 \*\*\*\*\* Dollars (\*\*\*\* \$75,000,000 \*\*\*\*). This Power of Attorney shall expire without further action on January 31<sup>st</sup>, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-In-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-In-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23<sup>rd</sup> day of September, 2021.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California  
County of Los Angeles



By: [Signature]  
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 23rd day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

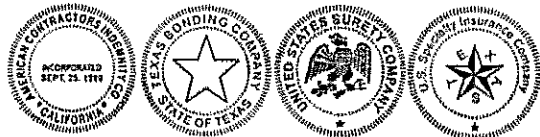
Signature [Signature] (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 21st day of June, 2022.

Corporate Seals  
Bond No. Bid Bond  
Agency No. 16589 - PDF POA



[Signature]  
Kio Lo, Assistant Secretary

**PROPOSAL (BID)**

**OLIVEHURST PUBLIC UTILITY DISTRICT**

Name of BIDDER \_\_\_\_\_

Loprest Division of WRT

Business Address \_\_\_\_\_

901 W 116th Ave, Suite 400

Westminster, CO 80234

The undersigned, as BIDDER, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the work, the annexed proposal form of agreement, and the plans and specifications therein referred to; and he proposes and agrees, if this proposal is accepted, that he will contract with the owner in the form of the copy of the agreement annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all materials specified, in the manner and time prescribed, and according to the requirements of the owner as set forth, and that he will take in full payment therefore the following lump sum for the complete work, based on the attached hereto estimated quantities, to wit:

Contractor agrees to supply and/or to perform all the work described below and as instructed by the District Engineer in a good workman like manner for the following Lump Sum prices:

ITEM NO.	DESCRIPTION	QUANTITY	UNIT OF MEASURE	TOTAL ITEM COST
<b>1. GENERAL (All Labor, Equipment, Delivery, Applicable taxes and Fees are to be included in Material Cost)</b>				
1.01	Permits, Bonds, Insurance, Mobilization, set up, & OSHA	1	LS	\$26,921.00
1.02	Equipment for 3 horizontal pressure manganese filters, internals, media, support gravel, manganese treatment support and training & local sales tax.	1	LS	\$618,489.00
1.03	Freight and Delivery for Item 1.02.	1	LS	\$23,616.00

The bidder shall set forth, in clearly legible figures, the bid price in the spaces provided in the following schedule:

<b>TOTAL BID AMOUNT</b>		\$ 669,026.00
Write out	Six hundred thirty six thousand, two hundred and six dollars and zero cents	
figures:		

The said quotations include the cost of insurance, sales tax, and every other item of expense direct or indirect incident to the contract.



## LIST OF SUBCONTRACTORS

(Public Contract Code Section 4104)

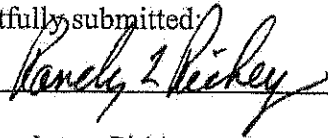
In compliance with the provisions of Sections 4100 et seq. of the Government Code, the undersigned hereby designates below the names and locations of the place of business of each subcontractor who shall perform work on this contract in excess of one-half of one percent of the bid price. If the Contractor fails to specify a subcontractor for any portion of the work under the contract, he shall be deemed to have agreed to perform that work himself. Any change or substitution of subcontractors shall be accomplished in strict accordance with provisions of the Government Code.

Work to be Performed	Percent of Total Contract	Subcontractor's Name and Address	DIR #	CSLB Lic. #
1. None				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

**NOTE:** Additional numbered pages may be attached if needed.

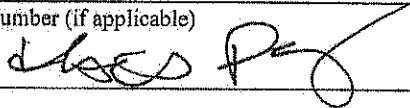
Accompanying this proposal is (~~cashier's check~~) (~~certified check~~) (bidder's bond) (NOTE: Cross out those that do not apply) in the amount of \$66,903.00 dollars, being at least ten percent (10%) of the total amount bid. Licensed in accordance with the act providing for the Registration of Contractors

Respectfully submitted:

  
Signature  
President, Loprest Division

\_\_\_\_\_  
Title  
N/A

\_\_\_\_\_  
License Number (if applicable)

Attest 

\_\_\_\_\_  
901 W 116th Ave, Suite 100  
Address  
Westminster, CO 80234

\_\_\_\_\_  
Date  
7/13/22

**Bid Schedule**

TO: Olivehurst Public Utility District  
1970 9th Ave  
Olivehurst, CA 95961

The undersigned states and declares as follows:

That the Bidder has carefully examined the location of the proposed work; that the Bidder has examined the Contract Documents entitled: OPUD Plumas Lake WTP Filter Pre-Purchase; that the Bidder has read the accompanying Instructions to Bidders; that the Bidder hereby proposes to furnish three manganese treatment vessels, their internals and media along with providing manganese treatment support in accordance with Contract Documents; and that the Bidder will take in full payment for such work the prices set forth in the accompanying Bid Form.

The following surety or sureties have agreed to furnish payment and performance bonds to the Bidder if it is awarded the contract:

Performance Bond: US Specialty Insurance Company

Payment Bond: US Specialty Insurance Company

The undersigned hereby acknowledges the receipt and review of Addenda Nos.:  
None

The Bidder's authorized officer identified below hereby declares that the representations in this Bid are true and correct and of my own personal knowledge, and that these representations are made under penalty of perjury under the laws of the State of California.

Bidder

<u>Loprest Division of WRT</u>	(Company/Firm Name)
<u>LLC, incorporated in Colorado</u>	(Company Type, e.g.
corporation (include state of incorporation), sole proprietor, partnership)	
<u><i>Randy L. Richey</i></u>	(Authorized Signature)
<u>Randy Richey</u>	(Printed Name)
<u>President, Loprest Division</u>	(Title)

**Bid Schedule**

Address: 901 W 116th Ave, Suite 400  
Westminster, CO 80234

Phone No.: 303-403-5487

E-mail: rrichey@wrt.net.com

**Bid Form**

Item No.	Est. Qty	Description	Cost Type	Unit Price	Extended Cost
1	3	Horizontal Pressure Filters, internals, media, and support gravel	L.S.	N.A.	\$548,309.00
2	1	Manganese Treatment Support and Training	L.S.	N.A.	\$24,945.00
3	1	Local Sales Tax @ 8.25% on Item 1	L.S.	N.A.	\$45,235.00
4	1	Performance and Payment Bonds	L.S.	N.A.	\$26,921.00
5	1	Item #1's Freight and Delivery	L.S.	N.A.	\$23,616.00

\$669,026.00

TOTAL BID PRICE = \_\_\_\_\_ (NUMBERS)

TOTAL BID PRICE = Six hundred sixty nine thousand, twenty six dollars and zero cents  
 (WORDS)

Note: In the event that the product of a unit price and an estimated quantity does not equal the extended amount stated, the unit price will govern and the correct product of the unit price and the estimated quantity shall be deemed to be the bid amount.

L.S. = Lump Sum  
 U.C. = Unit Cost

May 31, 2022

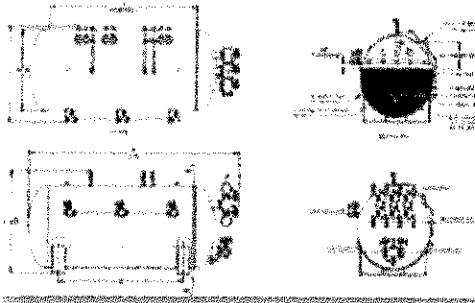
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**Bid Schedule**

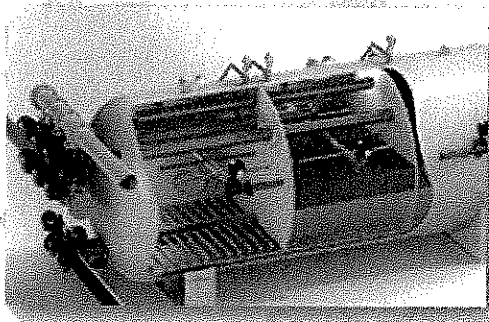
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N.A. = Not Applicable

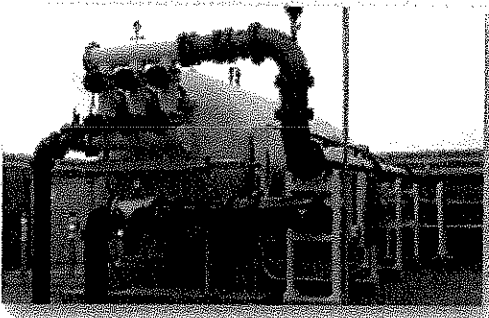
**\*\*END OF SECTION\*\***



**DESIGN**



**DEVELOP**



**DELIVER**

**Proposal for Manganese Treatment System**

# **Plumas Lake WTP**

Olivehurst Public Utility District, CA

July 13, 2022

**Loprest Representative Contact**

Jeff Frey, Envirotrol

Email: [envirotrolrep@aol.com](mailto:envirotrolrep@aol.com)

Phone: 916-939-7924

**Loprest Contact**

Randy Richey, Loprest Division President

Email: [rrichey@wrt.net](mailto:rrichey@wrt.net)

Phone: 303-403-5487

Quote Number 22-059



Water Treatment Solutions Since 1928  
[loprest.com](http://loprest.com)

901 W. 116th Ave., Suite 400 • Westminster, CO 80234 • 303-424-5355



## Manganese Pressure Filters



### PROCESS DESCRIPTION

Manganese will be oxidized by chlorine, filtered out by the anthracite and silica sand media, and backwashed to waste.

## About Loprest



### LOPREST'S CAPABILITIES

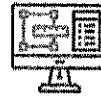
- Design and manufacturing of treatment systems: 10 to 10,000 GPM
- Process design for the removal of numerous contaminants
- Pressure filters, ion exchange systems, activated carbon systems
- Controls design, manufacturing, and programming
- Onsite filter inspection, evaluation, and maintenance

**EFFICIENT** Energy- and water-efficient designs to meet client needs

**ECONOMICAL** Design choices such as multi-cell horizontal filters and stainless steel underdrains reduce cost of ownership

**PROVEN** Thousands of treatment systems, over 90 years of experience

# Design Parameters



The treatment system shall be specifically designed to remove the target contaminants from the groundwater supply. All components and media in contact with water are NSF-61 compliant for potable water consumption.

The treatment system shall be designed based on the following parameters:

## INFLUENT WATER QUALITY

Total Manganese	0.08 PPM
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## SIZING

Design Flow Rate per Filter	1,560 GPM
Number of Filters	3
Number of Cells per Filter	1
Filter Area per Filter	216 SQ FT
Hydraulic Loading Rate	7.2 GPM / SQ FT
Maximum Design Pressure	60 PSI
Anthracite Bed Depth	12 IN
Silica Sand Bed Depth	18 IN
Estimated Service Cycle	> 120 HRS
Maximum Filter Backwash Rate	15 GPM/ SQ FT
Maximum Backwash Flow Rate	3,240 GPM
Maximum Waste Volume per Backwash	35,000 GAL
Filter clogging rate at 4 GPM / SF	< 0.5 FT H2O / HR
Backwash consumption	< 1%
Estimated Operating Weight per Filter	160,000 LBS

## EFFLUENT WATER QUALITY

Total Manganese	< 0.01 PPM AVG < 0.02 PPM MAX
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Note: Design parameters can be modified to accommodate site-specific limitations.



## Scope of Supply



Engineering	1 Lot	Engineering including submittals, calculations, seismic, and installation instructions
Filter Vessels	3 Each	ASME Code Horizontal Vessels: 8' diameter x 26' sideshell Internal Lining: NSF-61 Epoxy External Coat: Epoxy prime, with topcoat Upper Header: factory-installed, full-length, perforated, SS304 Lower Header: factory-installed, full-length, with 2" couplings welded on 12" centers, SS304
Internals	3 Lots	Wedgewire laterals, 2" pipe-based, SS304 QTY 54 per lot
Filtration Media	3 Lot	147 CU FT Support Media per lot 573 CU FT Filter Media per lot Spare media: 10% extra of each type
Coordination with PLC Integrator	1 Lot	Control strategy Remote coordination meetings (5 days)
Start-up and Commissioning	1 Lot	Installation assistance (2 days) Start-up assistance (4 days) Performance testing (4 days) 15-Day Operation (7 days) Training (2 days) Inspection and Follow-up Training (1 day) Operation and Maintenance Manual
Performance Guarantee	1 Lot	Effluent manganese concentration Filter clogging rate Backwash consumption Performance Guarantee is based on raw water quality provided
Bonding	1 Lot	Performance and Payment Bond
Warranty	1 Lot	Loprest Standard 2-Year Warranty



## Firm Pricing



**TOTAL PRICE**

See Bid Form and Bid Schedule for pricing

### PAYMENT TERMS

- 15% upon submitted drawings
- 35% upon release for fabrication
- 40% upon delivery to site
- 10% upon system commissioning

Payment of invoices is due in full within 30 days of the date of the invoice.

### DELIVERY

- 3-6 weeks for submittals after execution of purchase order
- 22-24 weeks for delivery after approval of submitted drawings

### NOTES

- This proposal is based upon today's costs and is valid for a period of 30 days.
- System shipped as vessels, laterals, and media loose for field assembly by Contractor.
- Concrete subfill by others, approx. 184 CF per vessel
- All external filter piping and valving, field instrumentation, accessories, control panel, and miscellaneous controls will be provided by others.
- Offloading, setting, and installation by others.
- Pricing is based on Loprest standard terms and conditions.
- Pricing includes freight to site.

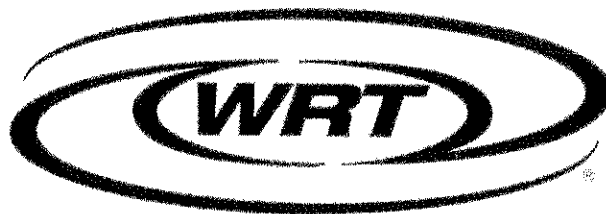
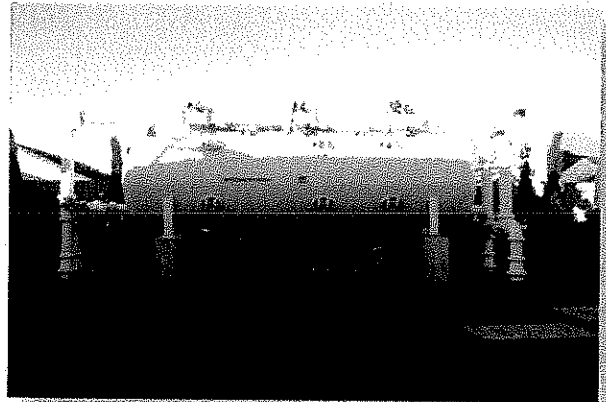
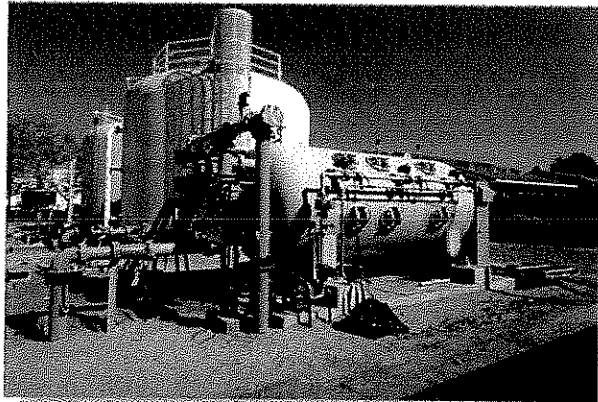
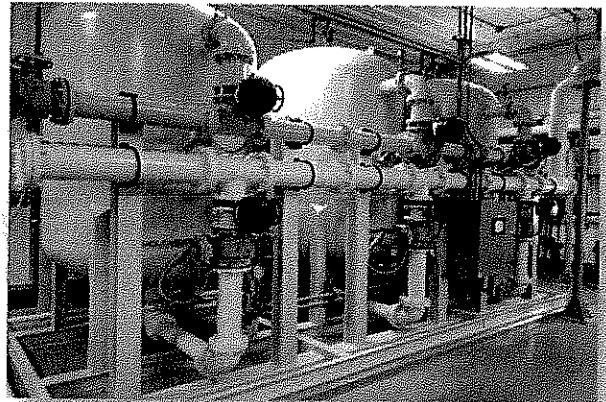
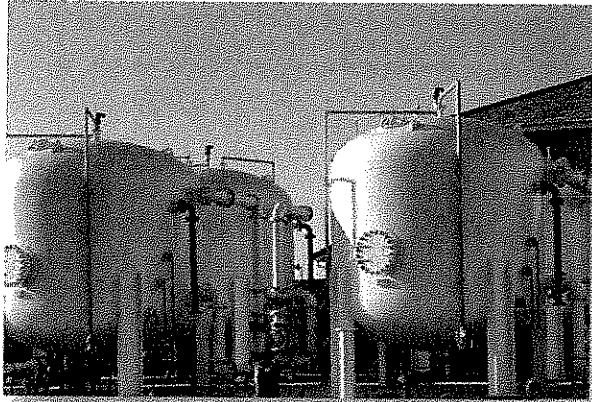


## Standard Terms and Conditions

- 1. Payment.** Unless otherwise agreed by the parties in writing, payment for all products purchased pursuant to this Agreement shall be made within 30 day of Seller's invoice. Any amount not paid as agreed shall be subject to an interest charge of 1% per month, compounded monthly. Buyer will be liable for all of Buyer's costs to collect amounts due under this agreement, including reasonable attorney's fees, whether or not any collection action is commenced.
- 2. Limited Warranty.** Seller warrants the products sold to the Buyer to be free of defects in materials and workmanship for a period of one year after the products are delivered to Buyer. In the event of any such defect in the products during the warranty period, Seller will provide all parts and labor necessary to correct such defect.
- 3. Disclaimer Of Implied Warranties; Limitation Of Remedies.** THE BUYER'S SOLE AND EXCLUSIVE REMEDY UNDER THE LIMITED WARRANTY PROVIDED HEREIN SHALL BE THE PARTS AND LABOR AS PROVIDED IN THIS AGREEMENT. ALL IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED. SELLER SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM THE BREACH OF ANY WARRANTIES WITH RESPECT TO THE PRODUCTS PURCHASED PURSUANT TO THIS AGREEMENT.
- 4. Waiver of and Indemnification for Claims.** BUYER HEREBY AGREES TO WAIVE, RELEASE, DISCHARGE, INDEMNIFY AND HOLD SELLER HARMLESS FOR ANY AND ALL CLAIMS FOR DAMAGES FOR DEATH, PERSONAL INJURY OR PROPERTY DAMAGE WHICH IT OR THIRD PARTIES MAY HAVE OR WHICH MAY HEREAFTER ACCRUE AS A RESULT OF THE BUYERS' USE OF THE PRODUCTS SOLD PURSUANT TO THIS AGREEMENT.
- 5. Intellectual Property.** To the extent the products sold pursuant to this Agreement contain, reflect or consist of the Seller's intellectual property, the sale does not include a sale of such intellectual property or of a license to use such intellectual property beyond the use by the Buyer of the products sold.
- 6. Assignment.** In the event that Buyer assigns its rights and obligations under this Agreement any assignment of its payment obligation will be ineffective and Seller will remain jointly and severally liable, with its assignee, to pay all amounts due pursuant to this Agreement.
- 7. Non-Reliance on Written or Oral Statements.** Buyer has relied on its own investigation about the qualities and performance of the products purchased pursuant to this Agreement and has not relied upon the written or oral statements of Seller or its representatives in entering into this Agreement.
- 8. Only Agreement.** This is the only Agreement between the Buyer and Seller relating to the products purchased pursuant to this Agreement, and no oral or other statements, not contained herein, shall be binding on either the Buyer or the Seller.
- 9. Modification.** The terms of this Agreement may not be modified, except in a writing signed by the party to be bound.
- 10. Non-Waiver; Severability.** Waiver by either party hereto of non-performance of any term, provision, covenant, obligation or condition of this Agreement shall not be considered a waiver of any subsequent nonperformance, nor as waiver of the term, provision, covenant, obligation or condition itself. If any provision of this Agreement is found to be prohibited, invalid or unenforceable, such finding will not invalidate or render unenforceable any remaining provisions of this Agreement.
- 11. Arbitration.** Any disputes arising in any way in connection with this Agreement or the products sold by the Seller shall be resolved by binding arbitration under the Colorado Uniform Arbitration Act (C.R.S. § 13-22-201 *et seq.*) (the "Act"). The parties agree that the District Court of Jefferson County, Colorado shall have jurisdiction over them for the purposes of applying the provisions of the Act. All arbitration proceedings shall take place within the greater metropolitan area of Denver, Colorado. Buyer will reimburse Seller for all attorney's fees incurred by Seller in any arbitration (for collection or otherwise) in which Seller prevails.
- 12. Governing Law.** This Agreement and any disputes or claims arising from it shall be governed by and construed according to the laws of the State of Colorado.



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COMPANY NAME DATE: 6/20/22

CONTACT PERSON

PHONE (Include Area Code)

FAX (Include Area Code)

Le prest Division of WRT

Randy Richey

303-403-5487

ema.)

Mailing Address STREET

CITY

ZIP

Email (Optional)

Richey@wrt.net  
Com

COMPANY NAME DATE:

CONTACT PERSON

PHONE (Include Area Code)

FAX (Include Area Code)

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