



May 27, 2010

U.S. Certified Mail, Postage Pre-paid

OMI, Inc.
Attn: Contracts Dept
9193 S. Jamaica Street, Suite 400
Englewood, CO 80112

Re: Out-of-Scope Services, Section 8
Restated and Amended Agreement for Operations, Maintenance and Management
Services for the Town of Prescott Valley Wastewater Treatment Plant,
Wastewater Collection System, Reclaimed Water System, Recharge System and
Municipal Water System, June 7, 2007

Dear _____:

At its regular meeting on May 27, 2010, the Town Council of the Town of Prescott Valley, Arizona (Owner) voted to authorize me as Utilities Director to direct OMI to perform certain out-of-scope services incidental to the Scope of Services set forth in Section 8 of the above-referenced Restated and Amended Agreement. Such services, generally known as **Magnesium Hydroxide Storage and Deliver System** are described in Exhibit A attached hereto and expressly made a part hereof.

I look forward to working with you as OMI Project Director to complete these additional services under the terms of the Restated and Amended Agreement, to the extent they are modified by Exhibit A.

Sincerely,

Neil Wadsworth
Utilities Director

p.c.: Town Manager
Town Attorney
Gary McConnell, Utilities Engineer



7501 E. Civic Circle
Prescott Valley
Arizona 86314

EXHIBIT A

Magnesium Hydroxide Storage and Delivery System

OMI shall provide site engineering, design, and construction services for a “turn-key” Magnesium Hydroxide Storage and Delivery System at Viewpoint lift station. The delivery system shall include equipment, installation, start-up services, and operator training.

Core-Rosion Products of Scottsdale, Arizona has been identified as a firm uniquely qualified to provide necessary services on a subcontract basis to OMI in order to timely and effectively complete this project. OMI shall, therefore, enter into a subcontract with Core-Rosion Products to perform the needed services in accordance with the May 18, 2010 Proposal and Cost Analysis attached hereto as Attachment 1.

Notwithstanding the standard provisions of Section 8 in the Restated and Amended Agreement, the Owner and OMI have mutually negotiated compensation at OMI’s cost under the subcontract with Core-Rosion Products, plus 15%. Except as otherwise set forth in this Exhibit A and the related Attachment, these Project services shall be completed in accordance with the provisions of the Amended and Restated Agreement.