

May 20, 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 9
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, April 24, 2008 (as amended)

Dear Dennis Burrell:

At its regular meeting held 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 9 of the above-referenced Restated and Amended Agreement. Such services are described in Exhibit A attached hereto and expressly made a part hereof. This letter shall serve as the Town's agreement to OMI's performance of these out-of-scope services and shall serve as the Town's Notice to Proceed for these services.

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
Prescott Valley Utilities Director

p.c.: Mayor and Council
Town Manager
Town Attorney

EXHIBIT A

Glassford Hill Public Safety Communications Site Project

OMI shall provide site engineering, design and construction services for a “turn-key” communications facility on a site on Glassford Hill described in that certain Commercial Lease No. 03-112920 and Right-of-Way No. 18-112914 with the Arizona State Land Department (see diagram attached hereto as Attachment 1). No part of the Project involves ongoing maintenance or operations of the facility or any equipment therein. The Owner shall provide all permits, including building, land development or Federal Communication Permits and or any state, county or local permits. The Owner shall also be responsible for all inspection services on the Project, including (but not limited to) building code compliance and enforcement. The Owner shall sign off and approve the Project’s notice of completion.

The facility shall be a standard communications site layout, with a single shelter divided into two user rooms, separately locked and keyed, with a separate power services room. The shelter will use passive ventilation to maintain an acceptable equipment temperature, and contain batteries in a separate room with three DC voltages (12 / 24 / 48) and two AC voltages. The site shall be solar powered, with supplemental generator power. A single propane tank shall be provided for the generator. The site shall include a 100’ four-leg communications structure designed to support 400% expansion of the current antenna load perceived, fully utilizing the available lease boundaries. The layout shall allow for installation of additional shelters or structures and additional solar facilities.

Niles Radio Communications of Flagstaff 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 these out-of-scope services. OMI shall, therefore, enter into a subcontract with Niles Radio to perform the needed services in accordance with the May 17, 2010 Proposal and Cost Analysis attached hereto as Attachment 2. It is understood that additional work may be added by the Owner to the scope set forth in Attachment 2, including work related to a voter system. Subject to modification by mutual agreement of OMI and the Owner, the date for completion of this Project shall be October 1, 2010.

It is expressly understood that this Project is being funded in large part through a grant from the Department of Homeland Security, and OMI shall cooperate with Niles Radio and the Owner to ensure compliance with grant limitations and obligations. However, it is understood that payment hereunder shall not be contingent upon receipt of grant funds by the Owner. The Town agrees to provide a copy of the grant limitations and obligations to OMI prior to OMI work beginning on this scope of services.

Notwithstanding the standard provisions of Section 9 in the Restated and Amended Agreement, the Owner and OMI have mutually negotiated compensation at OMI’s cost in accordance with its subcontract with Niles Radio, any additional insurance costs, plus 12

% . Except as otherwise set forth in this Exhibit A and the related Attachments, these Project services (including compensation therefor) shall be completed in accordance with the provisions of the Amended and Restated Agreement.

ATTACHMENT 1

ATTACHMENT 2