



CH2MHILL

CH2M HILL OMI
9191 S. Jamaica Street
Suite 400
Englewood, CO 80112
P.O. Box 6607
Englewood, CO 80155
Tel 303.740.0019
Fax 303.286.9250

October 12, 2012

Mr. Mark Kieren
Utilities Operation Manager
Town of Prescott Valley
7501 E. Civic Circle
Prescott Valley, AZ 86314

Subject: Out-of-Scope Letter Agreement

Dear Mr. Kieren:

As agreed upon in our discussions, CH2M HILL OMI will provide the following out-of-scope services:

What is being provided:	Labor and materials to upgrade and incorporate the Elephant Eye well into the Town's SCADA system.
When it is being provided:	November 1, 2012 to January 31, 2013
Price of Services:	\$13,981.00
Payment terms:	Pursuant to Section 13 of the Agreement dated July 1, 2008.

All other terms and conditions of the Agreement dated July 1, 2008 between CH2M HILL OMI and the Town of Prescott Valley remains in full force and effect.

If these terms are agreeable to you, please sign and date both copies of this letter. We will return one fully executed original for your files.

CH2M HILL OMI appreciates the opportunity to provide these additional services to the Town of Prescott Valley, Arizona.

Mr. Mark Kieren
Page 2 of 2
October 12, 2012

Sincerely yours,

Juan Mancha
Project Manager II

Both parties indicate their approval of the above described services by their signature below.

Operations Management International, Inc.,
A California corporation

Town of Prescott Valley, Arizona



Name: Natalie L. Eldredge
Title: Vice President
Date: 10/11/12

Name: _____
Title: _____
Date: _____

CVB 10-11-12



Bid Proposal

Branch Information:

HD SUPPLY WATERWORKS #181
3251 TOWER ROAD

PRESCOTT AZ 86305
(928) 445-2411 Fax: (928) 445-2551 Mobile: (928) 237-0147

Representative: PHIL GRIMES

Job Information:

Job Name: JAMES MAINUS; LIST 9-11-12
Customer: OMI INC
Address:
Address2: PO BOX 26428
City/St/Zip: PRESCOTT VALLEY AZ 86312-6428
Contact: JAMES MAINUS
Phone: (928) 759-9062 Fax: (928) 759-9135
Email: james.mainus@ch2m.com
Location:
Engineer:
Bid date: 9/13/12

Delivery Information:

Delivery Location: LONG MESA DRIVE
Delivery Location 2: PRESCOTT VALLEY, AZ
Date Required:
Method of Shipment:

Notes:

"Material Quotation"

Standard Terms

TERMS AND CONDITIONS OF SALE ("Terms")

1. All references in this document to "Seller" shall include HD Supply, Inc. and / or any parent, subsidiary or affiliate of HD Supply, Inc. (including any division of the foregoing) whether or not performing any or all of the scope hereunder or specifically identified herein. All references to "Buyer" shall include all parent(s), subsidiaries and affiliates of the entity placing the order. Buyer and Seller may be referred to individually as a "Party" and collectively as "Parties".
2. All sales to Buyer are subject to these Terms, which shall prevail over any inconsistent terms of Buyer's purchase order or other documents. Additional or different terms and conditions in any way altering or modifying these Terms are expressly objected to and shall not be binding upon Seller unless specifically accepted in writing by Seller's authorized representative. No modification or alteration of these Terms shall result by Seller's shipment of goods following receipt of Buyer's purchase order, or other documents containing additional, conflicting or inconsistent terms. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein. These Terms are binding on the Parties, their successors, and permitted assigns.
3. Prices on Seller website, catalogs or in Seller quotes are subject to change without notice, and all such prices expire and become invalid if not accepted within 10 calendar days from the date of issue, unless otherwise noted by Seller in writing. Price extensions if made are for Buyer's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to any federal, state or local authority. Any taxes now or hereafter imposed upon sales or shipments will be added to the purchase price, and Buyer shall reimburse Seller for any such tax or provide Seller with an acceptable tax exemption certificate. All prices and other terms provided to Buyer shall be kept confidential except to the extent a Party is required by law to disclose the same.
4. Seller shall not be liable for delay or default in delivery resulting from any cause beyond Seller's reasonable control, including, but not limited to, governmental action, strikes or other labor troubles, fire, damage or destruction of goods, wars (declared or undeclared), acts of terrorism, manufacturers' shortages, availability or timeliness of transportation, materials, fuels, or supplies, and acts of God (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event: (a) the time for Seller's performance shall be extended reasonably and the Parties shall adjust all affected dates accordingly; (b) the purchase price shall be adjusted for any increased costs to Seller resulting from such Force Majeure Event; and (c) Buyer shall not be entitled to any other remedy.
5. Seller is a reseller of goods only, and as such does not provide any warranty for the goods it supplies hereunder. Notwithstanding this As-is limitation, Seller shall pass through to Buyer any transferable manufacturer's standard warranties with respect to goods purchased hereunder. BUYER AND PERSONS CLAIMING THROUGH BUYER SHALL SEEK RECOURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF BUYER AND PERSONS CLAIMING THROUGH BUYER FOR DEFECTIVE GOODS, WHETHER THE CLAIM OF BUYER OR THE PERSON CLAIMING THROUGH BUYER SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. BUYER SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. SELLER EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER ASSUMES NO RESPONSIBILITY WHATSOEVER.
6. Buyer shall indemnify, defend, and hold Seller its officers, directors, employees and agents harmless from any and all costs (including attorneys' and accountants' fees and expenses), liabilities and damages resulting from or related to any third party (including Buyer's employees) claim, complaint and/or judgment arising from Buyer's use of any goods furnished hereunder, as well as any negligent, intentional, or tortious act or omission of Buyer or any material breach by Buyer of these Terms.
7. When goods are delivered to Buyer in Seller's own vehicles, the F.O.B. point shall be Buyer's designated delivery site. In all other cases the F.O.B. point shall be Seller's store or warehouse and all responsibility and costs of shipping and delivery beyond the applicable F.O.B. point shall be borne by Buyer. Title and risk of loss shall pass to Buyer at the applicable F.O.B. point, which for goods not delivered in Seller's own vehicles shall be when Seller delivers the goods to the common carrier. All claims for shortage of goods or for loss or damage to goods as to which Seller has the risk of loss shall be waived unless Buyer, within 10 calendar days after receipt of the short or damaged shipment, gives Seller written notice fully describing the alleged shortage or damage. Partial shipments are permitted at Seller's discretion.
8. Any change in product specifications, quantities, destinations, shipping schedules, or any other aspect of the scope of goods must be agreed to in writing by Seller, and may result in a price and delivery adjustment by Seller. No credit for goods returned by Buyer shall be given without Seller's written authorization. All returns are subject to a restocking charge.
9. Unless otherwise agreed in writing, payment terms are net 30 days from delivery, payable in United States of America ("U.S.") dollars. Notwithstanding the foregoing, all orders are subject to Seller's continuing approval of Buyer's credit. If Buyer's credit is not approved or becomes unsatisfactory to Seller then Seller, in its sole discretion, may suspend or cancel performance, or require different payment terms, including but not limited to cash on delivery or in advance of shipment. In addition, Seller may in its discretion require an advance deposit of up to 100% of Seller's selling price for any specially manufactured goods ordered by Buyer hereunder. Payments due hereunder shall be made in the form of cash, check, or money order, or other tender approved in writing by Seller. Seller may, in its sole discretion, apply Buyer's payment against any open charges. Past due accounts bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law.
10. Buyer shall not export or re-export, directly or indirectly, all or any part of the goods or related technology obtained from Seller under these Terms except in accordance with applicable export laws and regulations of the U.S. Further, a Buyer that is a non-U.S. company or citizen shall similarly limit any export or re-export activity to that which would be deemed compliant with U.S. export laws and regulations if performed by a U.S. company or citizen.
11. Buyer shall pay Seller all costs and expenses of collection, suit, or other legal action brought as a result of the commercial relationship between them, including, but not limited to, all actual attorneys' and paralegals' fees, and collection costs, incurred pre-suit, through trial, on appeal, and in any administrative or bankruptcy proceedings. Any cause of action that Seller has against Buyer may be assigned without Buyer's consent to HD Supply, Inc. or to any affiliate, parent or subsidiary of HD Supply, Inc.
12. This Agreement, Buyer's account, and the business relationship between Buyer and Seller shall be governed by and construed in accordance with the laws of Georgia without regard to conflicts of laws rules, and specifically excluding the UN Convention on Contracts for the International Sale of Goods. The Parties agree that any legal action arising under or related to this Agreement shall be brought in Cobb County, Georgia, and any right to object to such venue or to assert the inconvenience of such forum is hereby waived.
13. If Buyer fails to comply with these Terms, Seller may terminate or restrict any order immediately upon notice to Buyer. Buyer certifies that it is solvent and that it will advise Seller immediately if it becomes insolvent. Buyer agrees to send Seller written notice of any changes in the form of ownership of Buyer's business within 5 days of such changes. Buyer and Seller are the only intended beneficiaries of this document, and there are no third party beneficiaries.
14. The invalidity or unenforceability of all or part of these Terms will not affect the validity or enforceability of the other terms. The parties agree to replace any void or unenforceable term with a new term that achieves substantially the same practical and economic effect and is valid and enforceable.
15. The following provisions shall survive termination, cancellation and completed performance of this Agreement as long as necessary to allow the aggrieved party to fully enforce such clauses. 5, 6, 9, 10, 11 and 12.

HD Supply Terms and Conditions of Sale - Rev A0807



PS Bid #: PLG1811355
 Job Name: JAMES MAINUS; LIST 9-11-12
 Location:
 Customer: OMI INC
 Engineer:
 Bid date: 9/13/12

Mincron #: 3226375
 Salesman: PHIL GRIMES
 Branch: HD SUPPLY WATERWORKS #181
 Phone: (928) 445-2411
 Fax: (928) 445-3728
 Mobile: (928) 237-0147

Seq#	Qty	Description	Units	Price	Ext. Price
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PRICES ARE GOOD FOR 30 DAYS

THIS QUOTE REPRESENTS LIST OF ITEMS REQUESTED BY CUSTOMER SIZE, CLASS, OR SPEC COMPLIANCE IS THE RESPONSIBILITY OF THE CUSTOMER. WE HAVE QUOTED TO THE BEST OF OUR KNOWLEDGE, BASED ON THE INFORMATION PROVIDED

QUOTATION IS OFFERED UNDER HD SUPPLY WATERWORKS LTD STANDARD TERMS & CONDITIONS

BASED ON EMAIL LIST; 9-11-12

10X6 MJ REDUCER WITH MEGALUGS

180	1	10X6 MJ REDUCER (I) CP DI C153	EA	72.80	72.80
190	1	10 MEGALUG MJ RESTR. BLK 1110	EA	52.06	52.06
200	1	6 MEGALUG MJ REST. BLACK 1106	EA	23.05	23.05
210	1	10 MJ REGULAR ACC SET L/GLAND	EA	20.30	20.30
220	1	6 MJ REGULAR ACC SET L/GLAND	EA	14.21	14.21

10X6 MJ REDUCER W/MEGALUGS 182.42

10X6 FLGD REDUCER WITH B,N,&G

250	1	10X6 FLG REDUCER (I) DI C110	EA	177.42	177.42
260	1	10-12 ZINC HEX BOLT & NUT KIT	EA	17.50	17.50
270	1	6-8 ZINC HEX NUT & BOLT KIT	EA	8.00	8.00
280	1	10X1/8 FF CLOTH IN. RUBBER GSKT	EA	7.00	7.00
290	1	6X1/8 FF CLOTH INS RUB GASKET	EA	4.25	4.25

10X6 FLGD REDUCER W/BN&G 214.17

310	2	6 MEGAFLANGE 2106	EA	111.22	222.44
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Seq#	Qty	Description	Units	Price	Ext. Price
6" X 6" MJ TEE WITH MEGALUGS					
350	1	6X6 MJ TEE (I) CP DI C153	EA	96.85	96.85
360	3	6 MEGALUG MJ REST. BLACK 1106	EA	23.05	69.15
370	3	6 MJ REGULAR ACC SET L/GLAND	EA	14.21	42.63
					208.63
6" MJ 90 WITH MEGALUGS					
400	2	6 MJ 90 BEND(I) CP DI C153	EA	66.30	132.60
410	4	6 MEGALUG MJ REST. BLACK 1106	EA	23.05	92.20
420	4	6 MJ REGULAR ACC SET L/GLAND	EA	14.21	56.84
					281.64
6" MJ 90 W/MEGALUGS, 2 EA					
Average price per EA					140.82
12" X 6" FLGD TEE W/B,N,&G					
450	1	12X6 FLG TEE (I) C/L DI C110	EA	516.85	516.85
460	2	10-12 ZINC HEX BOLT & NUT KIT	EA	17.50	35.00
470	1	6-8 ZINC HEX NUT & BOLT KIT	EA	8.00	8.00
480	2	12X1/8 FF CLOTH RUBBER GASKET	EA	8.50	17.00
490	1	6X1/8 FF CLOTH INS RUB GASKET	EA	4.25	4.25
					581.10
12X6 FLGD TEE W/B,N,&G					
510	1	6 F6102 FLG RW GV OL HW CLOW CLOW GATE VALVE EPOXY COATED	EA	567.30	567.30
520	2	12 MEGAFLANGE 2112	EA	319.57	639.14
10" MEGALUG FOLLER KITS					
550	1	10 MEGALUG MJ RESTR. BLK 1110	EA	52.06	52.06
560	1	10 MJ REGULAR ACC SET L/GLAND	EA	20.30	20.30
					72.36
10" MEGALUG & B,N,&G KIT					
580	18	12 TJ PR350 DI PIPE C/L	FT	34.26	616.68
590	36	6 TJ PR350 CL50 DI PIPE C/L	FT	16.70	601.20
600	5	BPDI APS-1 PIPE SUPPORT ADJUST 2-1/2"TO 4"PIPE 18"-30"HIGH	EA	61.92	309.60

Bid Totals

Sub Total	\$4,496.68
Tax	\$420.44
Bid Total	\$4,917.12



8-28-2012

James Mainus
CH2M Hill
8434 Long Mesa Drive
Prescott Valley, AZ 86314

Quote #: Q120151

RE: Elephant Eye Well PLC Replacement

PROJECT

Thank you for the opportunity to quote the **Elephant Eye** project for **Prescott Valley**. Vertech will supply PLC System, Redline Drawings, and Programming as detailed below.

Vertech will remove the existing Koyo PLC's from the existing control panel. Next, Vertech will install a new Modicon Momentum PLC system, terminating all the existing wires. Finally, Vertech will program the new PLC system.

SCOPE AND PRICING

The following services and components will be provided:

ITEM	QTY	DESCRIPTION	PRICE EA.	PRICE EXT.
1.0	1	PLC Components	\$ 2,760.00	\$ 2,760.00
		<ul style="list-style-type: none"> • M1E Processor Adapter • ModBus Adapter • Interbus Communications Adapter • Momentum AI Module • Momentum Combo DI/DO Module • Screw-Type Connector Set • Interbus Cable 		
2.0	1	Labor	\$ 4,390.00	\$ 4,390.00
		<ul style="list-style-type: none"> • Redline Drawings • PLC On-Site Installation • PLC Programming • Travel Time To and From Site 		

1. NOTES

1. The following is not provided:
 - Any permits or other governmental fees required for physical installation of any equipment
 - Sales, use or TPT tax as may be required by law
 - Additional hardware required to accommodate any changes requisitions during the course of designing or building the system
 - Any services or hardware not specified by this proposal document
2. Both line items list above are necessary to make a completely functional well site.

2. PAYMENT AND AVAILABILITY

- Net 30 days.
- Pricing is good for 60 days from date of this proposal.
- Lead time: 1-2 weeks. Please reconfirm lead time at time of order. Please advise if an expedited lead time is required.

3. CONTACT INFORMATION

- Contact **Michelle Hammer** with any questions regarding this proposal or to place an order:

Michelle Hammer
480.756.2300 Office
480.231.9062 Mobile
mhammer@verttech.com

4. TERMS AND CONDITIONS

1. Definition of Terms

"Subcontractor" shall be Vertech Industrial Systems, LLC.
"Contractor" shall be the legal entity issuing the contract or purchase order to Subcontractor authorizing the Work.
"Owner" shall be the legal entity taking possession of all tangible goods produced as a result of executing the Work. The Work shall be the entirety of the goods and services defined in the attached Proposal. The Proposal is this document in its entirety.

2. The entire agreement between Subcontractor and Contractor consists of: (a) these Terms and Conditions, (b) the Proposal, (c) the written requirements of Contractor (if any) that are attached as Exhibit B and, (d) if applicable, Contractor's later purchase orders to the extent consistent with the foregoing documents (collectively the "Contract"). The Contract may only be modified by a written Change Order, executed by both Contractor and Subcontractor.

3. Payment must be made according to the terms defined in this proposal or otherwise agreed to in writing. Failure to make payment as agreed will result in the assessment of finance charges of 1.5% per month or the highest amount allowable by law, whichever is smaller. Additionally, lack of payment shall be just cause to withhold shipment of any tangible goods or the release of any design documents or software. Prior to the release of any deliverable to the client, the client's payment account for the affected project shall be current.

4. If, after seven (7) days notice by Subcontractor, the Contractor does not make payment for the Work in conformity with this Contract (or, with or without such notice if the Contractor has repeatedly failed to make payment in conformity with this Contract), the Subcontractor may suspend the Work until it receives all payments then due, and the Contract Sum shall be increased by the Subcontractor's reasonable demobilization and remobilization costs. In the event collection of any amounts due to Subcontractor is referred to an attorney, Contractor shall bear all costs of collection, including, but not limited to, Subcontractor's reasonable attorney fees. Subcontractor may require prepayment of any or all amounts due if the financial condition of Contractor or Owner reasonably justifies it.

5. The Schedule for completing the Work shall be modified from time to time to reflect changes in scope or specifications or to permit revisions, particularly with respect to the software development portion of the Work.

6. To complete the Subcontractor's portion of the Project, Subcontractor will require Contractor and/or

Owner to provide sufficient technical assistance to ensure that the specifications for the Work and the requirements of the Owner are communicated to the Subcontractor in a timely and cohesive manner consistent with the agreed scope of the Work. Contractor will take all steps necessary to secure the availability of such technical personnel at appropriate times to coordinate and communicate with Subcontractor.

7. Subcontractor's process for performing the software development portion of the Work requires Contractor's participation in the following stages of the project:

a. *Requirements.* To the extent not already provided by Subcontractor, Subcontractor will prepare definitions, general drawings, specifications, etc. that describe the particulars of the software development component of the Work (the "Functional Specifications"). The Functional Specifications shall be considered a part of the Proposal. Contractor must give its approval to the Functional Specifications prior to Subcontractor proceeding with the Work.

b. *Further Design.* Following the approval of the Functional Specifications, the Subcontractor will prepare (to the extent appropriate) a design, which sets forth the software development portion of the Work in greater detail.

c. *Factory Acceptance Test.* Following the substantial completion of (i) the software development Work and (ii) the fabrication, assembly and wiring of the hardware, the Contractor shall come to Subcontractor's facilities for a Factory Acceptance Test ("FAT"), at which time the software shall be integrated, simulated and exercised. Because this is the opportunity to conduct quality testing and conformity of the software to the Contract, Contractor attendance at the FAT (with qualified technical personnel) is mandatory.

d. *Startup.* Following the FAT, the parties shall arrange to have the software and hardware installed in the field for on-site testing during startup. The Contractor shall include the Subcontractor in the startup and shall permit the Subcontractor to run the software through all possible configurations.

Should the Contractor fail to follow the processes set forth above, Subcontractor's warranty of the software will be null and void.

8. The Subcontractor warrants the computer and controls hardware supplied for the Project to the extent of any manufacturer's warranty to Subcontractor that is applicable to such equipment. The Subcontractor warrants that it will, for a period of one (1) year, correct, repair or replace computer software that fails to meet the design requirements of the Contract under normal use. This warranty is void if anyone other than Subcontractor has modified the software in any way. Failure to purchase adequate training for those using the software will void this limited warranty. EXCEPT AS SET FORTH IN THIS PROPOSAL WITH REGARD TO BOTH HARDWARE AND SOFTWARE, THE SUBCONTRACTOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF FREEDOM FROM PATENT INFRINGEMENT, OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE OR OTHER EXPRESS OR IMPLIED WARRANTIES.

9. The Contractor shall ensure that Owner is in possession of valid licenses for all third-party software (not provided by Subcontractor) used for the Project, and shall indemnify and hold harmless the Subcontractor against all claims by licensors of such software. The Subcontractor makes no warranty regarding such third-party software or its effect on the performance of the software to be developed by the Subcontractor for the Project.

10. The software to be developed by the Subcontractor shall remain the sole intellectual property of the Subcontractor. Following acceptance and final payment to the Subcontractor, the Subcontractor will grant to the Owner a non-transferable, non-exclusive license to use the software for the Owner's internal purposes only.

11. Subcontractor retains ownership of all intellectual property transmitted to the Owner by the subcontractor. Following acceptance and final payment to the Subcontractor, the Subcontractor will grant to the Owner a non-transferable, non-exclusive license to use the intellectual property for the Owner's internal purposes only. Under no circumstances shall the Owner transmit Subcontractor's intellectual property to any third party without express written consent from Subcontractor.

12. The total liability of Subcontractor to Contractor for any loss, indemnity, damage or delay of any kind will not under any circumstances exceed 25% of the Contract Sum. Under no circumstances will Subcontractor be liable for any loss, indemnity, damage or delay arising out of its failure to perform due to causes beyond its reasonable control, including, without limitation, acts of God, interference by others, delays in receiving approvals or necessary information from Owner or Contractor, fires, strikes, floods, war, terrorism, riots, delays in

transportation and adverse weather. Under no circumstances will Subcontractor be liable for any special, incidental or consequential damages based on breach of warranty, breach of contract, negligence, gross negligence, strict liability, products liability or any other legal theory.

13. Commencing immediately, and continuing until a date one (1) year after the date of final completion of the Work, Contractor agrees not to directly or indirectly employ, solicit for employment, or advise or recommend to any other person that such other person employ or solicit for employment, any person employed by or under contract to Subcontractor.

14. The responsibility for loss or damage of the equipment specified in the Contract shall be Contractor's from the time of shipment. Contractor is responsible for providing and maintaining adequate insurance protecting the equipment against loss or damage of any kind. Subcontractor shall pay for and maintain until final acceptance of the Work, policies of insurance issued by carriers acceptable to the Contractor which afford coverage for worker's compensation (including employer's liability) and general liability.

15. To the extent these Terms and Conditions are inconsistent with the Proposal or Contractor's written requirements (if any) attached as Exhibit B or any of Contractor's purchase orders, these Terms and Conditions shall take priority. To the extent the Proposal is inconsistent with the Contractor's written requirements (if any) attached as Exhibit B or any of Contractor's purchase orders, the Proposal shall take priority.

16. Subcontractor may terminate this Contract for any of the reasons that Contractor may terminate its contract, if any, with Owner or any higher-tier contractor. Contractor may terminate this Contract at any time prior to approval of the Functional Specifications and upon the giving of thirty (30) days notice. Following approval of the Functional Specifications, Contractor may terminate Subcontractor only for persistently or repeatedly failing or neglecting to carry out the Work in accordance with the Contract (and only after failing to take steps to correct such failure following ten (10) days written notice by Contractor). If terminated for whatever reason, Subcontractor shall be entitled to receive payment for the Work executed, and costs incurred by reason of such termination (including any restocking charges), along with reasonable overhead and profit on Work not yet executed.

17. All claims arising out of this Contract shall be subject to arbitration before a single arbitrator in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The arbitrator shall be a person with experience in software development issues. The governing law and place of the arbitration will be the state of the Project at a mutually convenient and accessible location.



PROPOSAL

Client Approval:

By signing the following, the client gives Vertech the notice to proceed with this scope of work, and agrees to the Terms and Conditions set forth in this proposal.

Signature

Printed Name

Title

Date