

AMENDMENT TO THE AGREEMENT WITH THE CITY OF MURRIETA AND CONSULTANT

Amendment No.: 1

Original Agreement Title ("Agreement"): Agreement for Professional Services with the City of Murrieta ("City")

Original Agreement Project Name: Hayes Avenue Bridge at Miller Canyon Creek, CIP 11004

Original Agreement Effective Date: October 23, 2025

Current Agreement Termination Date (after any existing Amendments): December 31, 2026

Consultant Name: Contech Engineered Solutions, LLC

Brief Description of Scope of Services ("Services"): Manufacturing and delivery of a precast concrete arch structure, precast concrete headwalls and wingwalls, and slotted concrete footings. See attached Quotation dated 10/21/2025.

Prior Amendments, if any (no. and effective date): none

This Amendment to the Agreement, made effective on the date executed by the City by and between the City of Murrieta, a Municipal Corporation, duly organized and existing under and by virtue of the laws of the State of California ("City"), and the above referenced Consultant with reference to the following facts which are acknowledged by each party as true and correct:

RECITALS

Whereas, City is a general law city, formed and existing pursuant to the provisions of the California Government Code.

Whereas, City and Consultant entered into an Agreement on the Effective Date set forth above for the Services.

Whereas, City and Consultant wish to amend the Agreement as further set forth herein.

AMENDMENT

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. The above recitals are true and correct.
2. The following terms of the Agreement are hereby amended to read as follows:
 - A. The Contract Sum is increased by \$130,500 to a total not-to-exceed contract amount of \$150,500.
 - B. The Scope of Services in Exhibit A of the Agreement shall be amended to add the following:

Section I.

“Manufacturing and delivery of a precast concrete arch structure, precast concrete headwalls and wingwalls, and slotted concrete footings. See attached Quotation dated October 21, 2025 in Exhibit A-2.”

C. The Schedule of Services in Exhibit D of the Agreement shall be amended to add the following:

Section II.

“Manufacture and deliver the bridge by April 2026”

3. All other conditions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Agreement to be executed on the dates set forth below.

Signature Page to Follow.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

CITY OF MURRIETA

By: _____

Justin Clifton, City Manager

Date: _____

ATTEST:

By: _____

Cristal McDonald, City Clerk

Date: _____

APPROVED AS TO FORM

ALESHIRE & WYNDER, LLP

By: _____

Tiffany Israel, City Attorney

CONSULTANT:

By: _____

Name:

Title:

Date: _____

By: _____

Name:

Title:

Date: _____

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairperson of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. (Cal. Corp. Code § 313.) Appropriate attestations shall be included as may be required by the bylaws, articles of incorporation or other rules or regulations applicable to Consultant's business City.

Quote # QUO-820626-K3H8Z3						
Date	10/21/2025	Account Name	City of Murrieta		Reply-To	
Quote #	QUO-820626-K3H8Z3	Contact Name	Jeff Hitch		Contech Rep.	Maryjane Macleod
Revision #	1	Phone	(951) 461-6076		Address	CA,
Project Name	Hayes Ave Bridge Emergency Replacement - Materials	Fax	(951) 461-6049		Phone	720-467-0437
Project #	842685	Email	jhitch@murrieta.org		Fax	
Project City/State	Murrieta, CA				Email	Maryjane.Macleod@ContechES.com
Contech's offer to sell the products described in this quotation is expressly conditioned upon Buyer's assent to the Contech Conditions of Sale ("Contech COS") included herewith and/or viewable at www.conteches.com/cos . A valid tax exemption certificate must be issued to Contech or sales tax will be added.						
Item #	Description	Pieces	Quantity	Extended Unit Price	Unit	Unit Total
	CONTECH CON/SPAN O-Series 26 LF - 17'-0" Span x 6'-8 3/8" Rise O-117 Precast Arch Units (2 - 8 FT Standard Lay Length; 2 - 5 FT Shortened Units) 2 - Precast Detached Headwalls (1'-3 1/4" Tall at Centerline x 1'-9" Thick) 4 - Precast Anchor Wingwalls WW 1 (45 Degree x 12' Long x 8.12' to 6.5' Tall x 12" Thick) WW 2 (45 Degree x 12' Long x 8.73' to 6.5' Tall x 12" Thick) WW 3 (45 Degree x 12' Long x 8.73' to 6.5' Tall x 12" Thick) WW 4 (45 Degree x 12' Long x 8.12' to 6.5' Tall x 12" Thick) HL93 Vehicular Loading Min/Max Design Cover: 1'1/2' To be placed on concrete strip footings (Concrete Foundations To Be Supplied and Cast by Others) The submittal and calculation package is for Owner/Agency approval, along with any necessary outside agency permitting and are proprietary to Contech Engineered Solutions LLC. These drawings cannot be use for bidding.	1.00	1.00	\$130,500.00	EA	\$130,500.00
					Total	\$130,500.00
					(Tax not included) Net Total	\$130,500.00
Standard Notes						
1.All orders must be shipped within 30 days of manufacture. Should you be unable to accept delivery of materials at the agreed upon time, a storage charge equal to a maximum of 5% per month of the selling price of the stored material applies. Refer to Article 19 Contech CONDITIONS OF SALE.						
2.Allowable unloading time for delivery trucks is two (2) hours. Demurrage charges of \$100.00 per hour thereafter will be added.						
3.Construction loadings typically exceed the intended post-construction live load used for design. Contact your Contech representative for specific guidelines and limitations based on the construction live loads anticipated.						
4.Flexible structures of the type on this project are reliant on the type of structural backfill used, the compaction of that material and the balanced placement of structural backfill. Contact your Contech representative for specific information.						
5.In addition to any other procedures outlined or remedies provided, at the time of order, Contech will request a desired delivery date for the quoted materials from the purchasing customer. After drawing approval and prior to manufacturing Contech may again confirm the requested delivery date with the purchasing customer. If purchasing customer cannot take delivery of finished materials within 30 days of requested date, and after Contech has manufactured the product(s), Contech will invoice for the total amount of the order with payment due within 30 days. Additionally, Contech may also assess fees in the amount of 5% per month of the selling price of the stored materials that are not shipped within 30 days after the requested delivery date for storage and handling.						
6.One or more of the products quoted herein is nonstandard and not returnable. A down payment equal to 1/3 of the item(s) total is required and must be received prior to commencement of any performance by Contech.						
7.Prices are based on standardized loading to achieve full truckloads. If special loading requirements are needed additional freight charges will be added.						
8.Prices are f.o.b. origin with freight allowed to the jobsite with unloading by others at a truck accessible location.						
9.Quotation is based upon estimated (not guaranteed) quantities. Buyer must verify final quantities needed prior to commencement of work by Contech. If Buyer elects to purchase from Seller only a portion of the material quoted, Seller retains the right to adjust its prices.						
10.State, County and or local Sales taxes are not included. Sales Tax must be collected unless a valid and signed sales tax exemption certificate has been provided to us. Refer to Article 15 Contech CONDITIONS OF SALE.						

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Standard Notes

- 11.The estimated lead time for the initial submittal package is 4-6 weeks from the receipt of a signed purchase document and receipt of the required design and project information. Project requirements may necessitate two separate submittals; Contech Contract Drawings (CCD) followed by Fabrication Drawings (FAB) adding another 2 to 4 weeks to the stated lead times. Submittal lead times are subject to adjustment at time of order based upon current Engineering backlog. Approval review process is in addition to stated timeframes. The current estimated manufacturing lead time for this material is 8-12 weeks from the receipt of approved Fabrication Drawings. Manufacturing and delivery lead times are subject to adjustment at the time Contech is given approval to fabricate based upon production capacity and delivery curfews or other travel restrictions.
- 12.The material included in this quotation is to be designed and manufactured exclusively for this project, is not subject to cancellation and cannot be returned to stock. See Section 16 of the Contech COS.
- 13.The sale of these materials requires a preconstruction meeting be held that must include Contech and all parties directly involved in the construction process.
- 14.This quotation expires 30 days from the date shown. Prices are firm for shipment within 90 days of the date of quotation and are subject to a maximum escalation of 8% for each 30 days thereafter.
- 15.This quote is based on live off loading ONLY and is the responsibility of others. The loads will be delivered as close to the project location as trucks can reasonably access and be driven under their own power without specialized equipment. Oversized loads warrant additional consideration and providing suitable access shall be the responsibility of the contractor/customer. The driver(s) will leave hard surface public roads only at their discretion but is not obligated to do so. If driver agrees to access a site under any other conditions, customer may be subject to additional costs. Due to curfews and other travel time restrictions on over dimensional loads, the customer shall be responsible for additional costs associated with weekend, holiday or Monday delivery requests. Cancellation of scheduled delivery loads requiring permits within 48hrs may result in additional permits and will be the responsibility of the purchaser. Specialized haulers and or equipment are utilized in the shipping of bridge components (ie "trailer rental"), costs incurred by CONTECH due to cancellation and or postponement of the delivery of bridge components will be the responsibility of the purchaser. Staging/Jockeying of trailers can be provided upon request for an additional fee.

Scope Of Work

CON/SPAN O-Series

CON/SPAN O-Series pricing includes precast concrete units, joint sealant material, masonite shims, associated headwalls and wingwalls (if specifically listed in Contech's bid line item description), filter fabric for vertical wingwall joints and perforated drain tile behind precast wall system. Contech will provide contract drawings, fabrication drawings, structural calculations upon request, and on-site consultation during installation of precast units.

Pricing does not include any site preparation, foundation work, installation of any kind, or backfill monitoring. Temporary shoring of the precast arch is required when placing concrete for cast in place headwall and may be required prior to installation of precast headwall. When required, shoring shall remain until arch is backfilled to minimum cover. Arch shoring design, shoring materials, site inspection, and certification of field construction is not included. As part of the construction process, the contractor is to perform the items listed below in accordance with the Contech contract drawings:

1. Construct cast-in-place foundations or install precast foundations as appropriate
2. Unload and set structure utilizing crane
3. Grout the unit legs and wingwalls into the keyway
4. Apply all joint sealing material
5. Excavate for and backfill the structure (Select backfill material is required per CONTECH specifications)
6. Any and all permits, inspection fees, flagmen, barricades, flares, traffic control devices, utility protection, and/or other safety devices as may be required

All materials and services that are not expressly included in the aforementioned scope of work are excluded and subject to additional charges.

PAYMENT TERMS ARE 1/2%-10, NET 30 DAYS FROM DATE OF INVOICE UNLESS MATERIAL IS OTHERWISE NOTED AS NON-STANDARD ABOVE. IF NON-STANDARD, PAYMENT TERMS ARE 1/3 AT ORDER ACCEPTANCE AND PRIOR TO START OF PRODUCTION, 2/3 NET 30 DAYS FROM DATE OF INVOICE. THIS OFFER IS SUBJECT TO CREDIT APPROVAL. PRICES QUOTED APPLY ONLY TO THE REFERENCED PROJECT AND ARE IN EFFECT FOR 30 DAYS FROM THE DATE OF QUOTATION. SELLER RESERVES THE RIGHT TO ADJUST PRICES AFTER 30 DAYS FROM THE DATE OF QUOTATION BUT THE CONTECH COS REMAIN APPLICABLE. PRICES ARE BASED ON ESTIMATED QUANTITIES SHOWN. IF A DIFFERENT QUANTITY IS PURCHASED, CONTECH RESERVES THE RIGHT TO ADJUST THE PRICES. THIS QUOTATION CONTAINS THE ENTIRE AGREEMENT WITH RESPECT TO PURCHASE AND SALE OF PRODUCTS DESCRIBED AND SUPERSEDES ALL PREVIOUS COMMUNICATIONS, BUYER'S SIGNATURE BELOW, DIRECTION TO MANUFACTURE, OR ACCEPTANCE OF DELIVERY OF GOODS DESCRIBED ABOVE, SHALL BE DEEMED AN ACCEPTANCE OF THE CONTECH COS. SELLER EXPRESSLY REJECTS ANY OTHER TERMS AND CONDITIONS. PRICES ARE F.O.B. ORIGIN WITH FREIGHT ALLOWED TO THE JOBSITE WITH UNLOADING BY OTHERS AT A TRUCK ACCESSIBLE LOCATION. THIS QUOTATION IS ISSUED BY CONTECH ENGINEERED SOLUTIONS LLC FOR ITSELF AND/OR ON BEHALF OF ONE OR MORE OF ITS SUBSIDIARIES.

Acceptance

Contech Engineered Solutions LLC.

WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS QUOTATION AND IN THE Contech COS INCLUDED HEREWITH AND VIEWABLE AT www.conteches.com/cos

By Maryjane Macleod

Company

(O)

720-467-0437

By

(F)

Title

(Cell)

Date

Title

Quote # QUO-820626-K3H8Z3

Contech - CONDITIONS OF SALE

1. **ACCEPTANCE.** This quotation from Contech Engineered Solutions LLC ("Seller") is an offer to sell to the aforementioned customer ("Buyer"). BUYER'S RIGHT TO ACCEPT THIS OFFER IS LIMITED TO BUYER'S ASSENT TO THE CONDITIONS OF SALE PRINTED HEREON AND THE ATTACHED OR ACCOMPANYING QUOTATION, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THIS OFFER ARE BINDING ON SELLER. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OR WARRANTIES NOT FULLY EXPRESSED HEREIN. Buyer's signature to the quotation, direction to manufacture, or acceptance of delivery of the products described in this quotation, shall be deemed an acceptance of these Conditions of Sale. Seller may elect not to manufacture or deliver any product until Buyer returns a signed copy of this quotation.

2. **LIMITED WARRANTIES.** Seller warrants that it can convey good title to the products sold hereunder and that they are free of liens and encumbrances. Seller also warrants that the products sold hereunder are substantially free from defects in manufacturing and workmanship and shall conform to the specifications described in this quotation for a period of one (1) year from the date of delivery. This limited warranty does not apply to any products sold hereunder which have been modified or disassembled, that have been subjected to misuse, misapplication, neglect, alteration, accident or act of God, or that have been improperly installed, operated or maintained. THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES, AND SELLER HEREBY DISCLAIMS, AND BUYER HEREBY WAIVES, ALL OTHER WARRANTIES, WHETHER WRITTEN, VERBAL, EXPRESS OR IMPLIED, BY LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR HABITABILITY.

3. **LIMITATION OF BUYER'S REMEDIES.** Buyer's exclusive remedy under Section 2 shall be limited to requiring Seller, at Seller's option, to repair or replace any defective or non-conforming products or allow credit for the defective or non-conforming products. Seller makes no warranty whatsoever with respect to accessories, goods, or parts furnished by Seller but not manufactured by Seller, which carry only the warranty, if any, in the applicable manufacturer's warranty (if any) to the extent permitted by the terms of such warranty between Seller and such manufacturer.

4. **LIMITATION OF LIABILITY.** Seller's total cumulative liability in any way arising from or pertaining to any product or service sold or required to be sold hereunder, whether based on contract, warranty, tort (including negligence) or other grounds, shall NOT exceed the purchase price paid by Buyer for such products or services. Neither Seller nor Buyer will be liable to the other, or any third party beneficiary, whether as a result of breach of contract, warranty, tort (including negligence and strict liability) or other grounds, for special, consequential, incidental, punitive (if allowed by law) or other indirect damages of any kind, including, but not limited to, loss of data, loss of profits or revenue, loss of use of the products furnished by Seller pursuant to this quotation or any associated product, cost of capital, cost of substitute products, facilities, services, downtime costs, or claims, or for liquidated damages (delay or otherwise) incurred by such party from any third party.

5. **FORCE MAJEURE.** In any event and in addition to all other limitations stated herein, Seller shall not be deemed to have failed to comply with any schedule for any delay in delivery or performance, which is caused by (i) any act of God, the performance of any government order, any order bearing priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law, local labor shortage, fire, flood or other casualty, governmental regulation or requirement, shortage or failure of raw material, supply, fuel, power or transportation, breakdown of equipment, or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller is capable of settling any such labor problem. In connection with any such delay, the agreed delivery date(s) or time for performance shall be extended for a period equal to the duration of the delay.

6. **PASSAGE OF TITLE AND RISK OF LOSS.** Title to the products sold hereunder and risk of loss shall pass upon delivery to the carrier at the point of shipment. Neither Buyer nor the consignee shall have the right to divert or reconsign such shipment to any destination other than specified in the bill of lading without permission of Seller. Unless otherwise agreed, Seller reserves the right to select the mode of transportation.

7. **PAYMENTS AND LATE CHARGES ON PAST DUE ACCOUNTS.** Buyer represents that Buyer is solvent and can and will pay for the products sold to Buyer in accordance with the terms hereof. If Buyer shall fail to comply with any provision or to make payments in accordance with the terms hereof or any other contract between Buyer and Seller, Seller may at its option defer shipments or, without waiving any other rights it may have, terminate this contract. All deliveries shall be subject to the approval of Seller's Credit Department. Seller reserves the right, before making any delivery, to require payment in cash or security for payment, and if Buyer fails to comply with such requirement, Seller may terminate this contract. A late charge of 1-1/2% monthly (18% annual rate) or the maximum allowed by state law, if less, will be imposed on all past due accounts, and Buyer is responsible for all costs of collection including, without limitation, reasonable attorneys' fees and court costs.

8. **TRANSPORTATION CHARGES.** Delivered prices or prices involving competitive transportation adjustments shall be subject to appropriate adjustment to reflect changes in transportation charges.

9. **CLAIMS BY BUYER.** Buyer shall thoroughly inspect products sold hereunder immediately upon receipt to verify conformance with the specifications hereof. Buyer must notify Seller of claims for failure or delay in delivery within 30 days after the scheduled delivery date. Buyer must notify Seller of any claims for nonconforming or defective products within 15 days after the nonconformity or defect was or should have been discovered. In addition, Seller must be given an opportunity to investigate the claim before Buyer modifies, removes or disposes of the product(s), or else Buyer's claim will be barred. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless the Buyer shall have entered full details thereof on its receipt to the carrier.

10. **MECHANICAL PROPERTIES; CHEMICAL ANALYSES.** Data referring to mechanical properties or chemical analysis are the result of tests performed on specimens obtained from specific locations of the product(s) in accordance with prescribed sampling procedures; any warranty thereof is limited to the values obtained at such locations and by such procedures. There is no warranty with respect to values of the products at other locations.

11. **PATENTS.** Seller shall indemnify Buyer against attorneys' fees and any damages or costs awarded against Buyer in the event any legal proceeding is brought against Buyer by a third person claiming the product(s) delivered hereunder in itself constitutes an infringement of any U.S. patent, provided Buyer gives Seller prompt notice of any such suit being brought, gives Seller the opportunity to defend any such suit, and cooperates with Seller with respect to any such defense; unless the product is made in accordance with material designs, or specifications required by Buyer, in which case Buyer shall similarly indemnify Seller.

12. **PERMISSIBLE VARIATIONS.** The products sold hereunder shall be subject to Seller's standard manufacturing and color variations, efflorescence, tolerances and classifications.

13. **TECHNICAL ASSISTANCE.** In no event shall Seller bear any responsibility for claims arising from technical advice or assistance provided to Buyer. Advice and assistance provided by Seller is for Buyer's guidance only, and Buyer agrees to rely solely on its own architects, engineers and other technical expert.

14. **TAXES.** No taxes imposed with respect of the sale of the products or services sold hereunder are included in any quotation by Seller. All applicable taxes shall be added and paid by Buyer in addition to the purchase price.

15. **BUYER'S RIGHT OF TERMINATION.** Buyer may terminate this contract in whole or in part upon notice in writing to Seller. Seller shall thereupon cease work and transfer to Buyer title to all completed and partially completed products and to any raw materials or supplies acquired by Seller especially for the purpose of performing this contract upon Buyer paying Seller the sum of the following:

- (1) the contract price for all products which have been completed prior to termination;
- (2) the cost to Seller of the material or work in process (including engineering work) as shown on the books of Seller in accordance with the accounting practice consistently maintained by Seller plus a reasonable profit thereon, but in no event more than the contract price;

(3) the cost f.o.b. Seller's plant of materials and supplies acquired especially for the purpose of performing this contract; and
(4) reasonable cancellation charges, if any, paid by Seller on account of any commitment(s) made hereunder.

16. **WAIVER.** Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences.

17. **DELIVERY.** Delivery of the products sold hereunder shall be made pursuant to a delivery schedule agreed to by Buyer and Seller. The Buyer hereby agrees to take delivery of the product(s) hereunder within thirty (30) days after notification, oral or written, that the products are ready for shipment. In the event that the Buyer does not arrange to take delivery of the products in accordance herewith, Seller, at Seller's option, may:
(a) invoice the Buyer for the products less freight if applicable; store the products in Seller's yard for a period not to exceed sixty (60) days from the date of invoice; charge a storage fee not to exceed 5% per month or fraction thereof of the selling price of the stored products; add any applicable price increases listed on the quotation; charge for any repair work to protective coatings harmed by weathering while such products are being stored; and charge applicable freight when shipment to the Buyer is made. Products remaining in storage after sixty (60) days from the invoice date shall become the property of the Seller for disposition at the Seller's discretion; or
(b) cancel the order and invoice the Buyer for cancellation charges, which shall be 25% of the selling price of the products if the products are standard, in-stock material, or the full selling price if the products are special or nonstandard in nature and were especially fabricated for the Buyer.

18. **DOCUMENTATION.** Except as otherwise specifically set forth in the scope of work provided as part of this quotation, all documents, including drawings, specifications, computer files, electronic media, data, engineering calculations, notes, and other documents and instruments prepared or furnished by Seller (collectively the "Documentation") are owned by and the property of Seller. Seller shall retain all common law, statutory and other reserved rights, including copyright, applicable to the Documentation. The Documentation is not intended or represented to be suitable for use on any other project. Buyer agrees to indemnify and hold Seller harmless against all claims, damages, losses, and expenses (including reasonable attorneys' fees) arising from or in any way connected with the unauthorized use or modification of the Documentation by Buyer or any person or entity that acquires or obtains the Documentation from or through Buyer without the written authorization of Seller. Seller shall have no liability to Buyer or others for changes made to the Documentation by Buyer without Seller's prior written approval.

19. **PERIOD OF LIMITATIONS.** Buyer and Seller agree that any action by Buyer against Seller relating to this contract or the products sold hereunder, including, without limitation, any action for breach of contract or warranty, or otherwise in connection with the products sold under this contract, must be commenced by Buyer against Seller within one (1) year after the cause of action therefore accrues or one (1) year of delivery of the products sold hereunder, if less.

20. **CONFLICTING PROVISIONS OFFERED BY BUYER.** Any terms and conditions of any purchase order or other instrument issued by the Buyer, in connection with the subject matter of this document, which are in addition to or inconsistent with the terms and conditions expressed herein, will not be binding on Seller in any matter whatsoever unless accepted by Seller in writing.

21. **SEVERABILITY.** In case any provision of this contract shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

22. **APPLICABLE LAW.** This contract shall be governed by, and construed and enforced in accordance with, the laws of the state of the project site described in the quotation, without regard to conflicts of law provisions. Buyer and Seller agree that venue for any action brought for the breach of or enforcement of this contract will lie in the county of the project site described in the quotation. AS A MATERIAL INDUCEMENT TO ENTER INTO THIS CONTRACT, BOTH PARTIES WAIVE THE RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATED TO THIS CONTRACT.

REV. 11/24