

ASPEN DRAFTING, INC.  
6990 W. 38th Ave.  
Suite 205  
Wheat Ridge, Colorado 80033

December 4, 2008

USA Glass  
6990 W. 38<sup>th</sup> Ave  
Someware, USA 82009

Dear Mr. Smith,

This table summarizes your current estimate activity. Please review this information and let us know if you have any questions.

Estimate Job                      JOB NAME  
Estimate Number                360  
Estimate Date                    10/29/2008  
Estimate Amount                \$

Itemized charges are shown below:

Item	Description			Amount	Tax
Quoted Option A	First Submission non engineered shop drawings.			PRICE	Non
Quoted Option B	First submission shop drawings with design review by Aspen's Engineering Department. This cost is in addition to that in Option A.			PRICE	Non
Quoted Option C	Formal engineering calculations with a P.E. Stamp. This cost is in addition to Options A & B.			PRICE	Non

Thank you for choosing ASPEN DRAFTING, INC. We hope to work with you again in the future.

Sincerely,

William Downing  
G.M.  
ASPEN DRAFTING, INC.

Project Name: Commerce Bank

Contractor: Glassmasters

Date: 10/29/2008

Scope of work:

Aspen Drafting Inc. shall provide Glazing shop drawings for above project. Glazing shops shall include the following;

All applicable cover information

Floor plans

Frame elevations for the following systems;

Details for the following systems;

Pricing Options:

Option A

First Submission non engineered Shop Drawings

Note: shop drawings have no engineering design review. All system design, load review and anchor requirements will be the responsibility of the Client.

Client signature: \_\_\_\_\_

Date: \_\_\_\_\_

Option B

First Submission Shop Drawings with Design Review by Aspens engineering department.

Note: shop drawings receive a design review by an application designer. Review and comment on system design; load review and anchor review.

This option does not include formal calculations (option C)

Client signature: \_\_\_\_\_

Date: \_\_\_\_\_

Option C

Formal engineering calculations with state of \_ P.E. stamp

Note: this option is only available if taken concurrently with option B. Formal Calculations will be prepared and submitted after shop drawings have received Architectural approval and revisions are completed.

Aspen Drafting reserves the right to refuse formal calculations if the engineered shop drawing option (B) was not accepted at the time the shops were drawn.

Client signature: \_\_\_\_\_

Date: \_\_\_\_\_

Any additional drafting services for options (A, B or C) shall be at per hour rate of \$75.00.

This includes red line drawings / changes by contractor or architect.

Customer to supply:

Signed ADI services proposal with terms and conditions

Client to supply most up to date architectural and structural drawings.

Job specifications for reference of allowable tolerances.

Delivery:

Work shall commence upon receipt of signed copy of ADI Service Proposal, terms and Conditions. Submission one shops shall be approximately 3 weeks following the receipt of release.

Additions to base price:

N/A

Exclusions:

Reproduction of shops

Qualifications / Project notes:

This price is good for 30 days. After 30 days please contact Aspen drafting for reprice.

This price above is based on the information provided by the client. Engineering pricing may change if the specifications do not reflect the information provided for this pricing.

This price may change upon receipt of specifications, Architectural and structural drawings in the event Aspen did not have them at time of pricing.

This price does not include System re-design to meet seismic Movement

This price does not include the cost for a S.E. stamp.

This price does not include System re-design due to design criteria differences between specs and what was bid by the client.

**Terms and Conditions**

**Performance of Services**

ADI (Aspen Drafting, Inc.) shall perform the services outlined on the previous page of the Agreement in consideration of the stated fee. The Client shall supply items requested in a timely manner. Invoices shall be submitted by ADI monthly, are due upon presentation and shall be considered past due after 30 days. Monthly invoices shall be based on the percentage completed of the project for projects over \$10,000.

**Termination provisions**

Client shall have the right to terminate this Agreement by giving written notice to ADI ten (10) calendar days prior to termination. In the event this termination is for Client's convenience, Client shall pay ADI for the services provided hereunder at the rates set forth, and the reasonable cost for demobilization, which shall not exceed ADI's actual cost.

**Mediation**

In an effort to resolve any conflicts that arise during the design and construction of the project or following completion of the Project, the Client and ADI agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to non binding mediation unless the parties mutually agree otherwise.

**Severability**

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

**Confidentiality**

ADI agrees to keep confidential and not to disclose to any person or entity, other than ADI's employees, sub consultants, and sub-contractors, if appropriate, any data or information not previously known to and generated by ADI or furnished to ADI and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict ADI from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for ADI to defend itself from any legal action or claim.

**Limit of Liability**

To the maximum extent permitted by law, the Client agrees to limit ADI's liability for the Client's damages to the amount of ADI's fee. This limitation of shall apply regardless of the cause of action or legal theory pled.

**Ownership of Instruments of Service**

All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by ADI, as instruments of service, shall remain the property of ADI. ADI shall retain all common law, statutory and other reserved rights, including copyright and patent rights thereto.

**Solicitation of Employees**

During the term of this Agreement and for one year after its termination, you and we agree not to solicit or hire any of the other's employees. An exception to this prohibition may be agreed to, in writing.

**Delivery**

If Client has requested significant modifications or changes in the general scope, extent or character of the project, the time of performance of ADI's services shall be adjusted equitably.

**Agreement**

This Service proposal and it Terms and Conditions is an agreement entered into as of the day and year written below.

Offered by:

Accepted by:

Offered by:

Accepted by:

\_\_\_\_\_ Signature/Date

\_\_\_\_\_ Printed Name

\_\_\_\_\_ Client Company