

DATE SUBMITTED _____ 9-18-2018 _____
 X)---11-1
 SUBMITTED BY _____ Public Services _____
 DATE ACTION REQUIRED _____ 10-3-2018 _____

Agenda Item No P.2
 CITY COUNCIL ACTION 4
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS 4

**IMPERIAL CITY COUNCIL
 AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: Cathodic System Parts	
DEPARTMENT INVOLVED: Public Services Water Plant	
BACKGROUND/SUMMARY The Cathodic protection system is designed to help protect the metal parts of the water storage system. The water plant cathodic system is in need of replacement, Corpro has maintained the systems for all tanks for at least the past 20 years. The protection system in need of replacement is at the water plant. This tank is the only one at the plant and can't be taken out of service.	
FISCAL IMPACT: \$16,175.00 Line item is Maintenance of Equipment	
STAFF RECOMMENDATION: Approval	
MANAGER'S RECOMMENDATION:	MANAGER'S INITIAL <u>4</u>
MOTION:	
SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REJECTED () DEFERRED () REFERRED TO:

**PROPOSAL FOR INTERNAL CATHODIC PROTECTION
ENGINEER DESIGN, MATERIALS, INSTALLATION AND TESTING.
CITY OF IMPERIAL WATER TREATMENT PLANT
2.0 MG WATER PLANT TANK
IMPERIAL, CALIFORNIA
Corrpro Ref. # SCA-18-50**

Corrpro is pleased to provide this proposal for corrosion engineering services, materials and installation of one (1) complete internal Cathodic Protection (CP) system. Materials inclusive to this proposal consist of a NEMA 4X FRP rectifier equipped with an automatic controller, vertically suspended .062" titanium mixed metal oxide anode assemblies; Two (2) Cu/CuSO₄ reference electrodes; DC Wiring; And incidental splice material ***All CP components exposed to the tank interior are UL classified in accordance with NSF Standard 61 per California State Citation CCR Title 22: 64590/64591.**

Included in this proposal is pricing for (CP) components. Corrpro pricing for materials and quantities are subject to change until there is an approved design. Installation & testing will be performed by Corrpro Waterworks personnel and reviewed under the direct supervision of a NACE Cathodic Protection Specialist (CP Level 4).

The below table includes the price for each associated task as required per Corrpro design.

Pricing Summary For 2.0 MG Water Plant Tank	
Category	Pricing
Mobilization, Installation and Testing	\$7,075.00
Materials	\$9,100.00
Total	\$16,175.00

1. Engineering Design Services – Pre-Installation

During this phase Corrpro will obtain tank and site information to perform a cathodic protection design ensuring adequate (CP) current and current distribution internally within the tank. Corrpro will provide design calculations, installation drawings and material catalog cuts for approval prior to moving forward with material ordering. The (CP) system will be designed with a minimum 20 year design life according to NACE SP0388-14 specifications. Upon receiving approval and notice to precede the materials will be ordered and shipped, with an expected lead time of 4 to 6 weeks.

2. Engineering Services – Installation

Corrpro Waterworks personnel will install the corrosion control system components to ensure conformance with project specifications and Corrpro Waterworks design. The pricing for engineering services associated with the Installation is estimated based on the following tasks listed in the below table. The labor costs associated with the Installation support will be included in this price:

Internal CP System Installation
Fabricating anodes
Installation of (CP) components
Running DC wire and Conduit
Mounting Rectifier

Scope of Services to be provided by Others:

- The site will notify Corrpro of the dates of construction at least 30-days in advance.
- This price does not include provisions for 120V/10amp/1ph/60Hz AC input to rectifier.
- This price does not include any welding and touch-up coating.

3. Engineering Services – Post-Installation

Once installation is complete Corrpro will perform the following tasks listed in the below table to ensure that the (CP) components are working properly and providing adequate levels of (CP) according to NACE criteria. All data obtained will be compiled in a report and submitted within 30 days of survey completion. This report will include Start Up Test Report and operation & maintenance manual.

Post-Installation Testing & Report
Native Tank Potential Testing
“Instant Off” Potential Testing
“On” Potential Testing
Operation & Maintenance Manual

4. Materials & Shipping

Corrpro will provide the materials listed in the below table per the initial design, these quantities and the associated price will be confirmed once the design has been completed and approved.

Assigned Materials		
Item	Qty.	Notes
.062" titanium mixed metal oxide anode assemblies	24	Per Corrpro Design
Cu/CuSO ₄ Reference Electrodes	2	Per Corrpro Design
No. 10 HMW Cathodic Protection Cable	TBD	Anode Lead wire
Porcelain Pin Insulators	48	To Anodes (per Corrpro design)
6" Steel Hand Hole Covers	24	Includes complete assembly
Porcelain Spool Weight Insulators	TBD	Per Corrpro design
CORRPOWER TASC VIII 30V 16A FRP Rectifier	1	Optional Steel or Stainless Steel

5. Start up / Warranty

At the time of start up, when the tank is full of water, Corrpro will provide cathodic protection operating instructions to the designated personal responsible for maintaining and monitoring the (CP) system. All (CP) materials and labor shall be guaranteed for a period of one (1) year by Corrpro's standard warranty, beginning from the date of final acceptance or at such time that the system is energized for useful purposes.

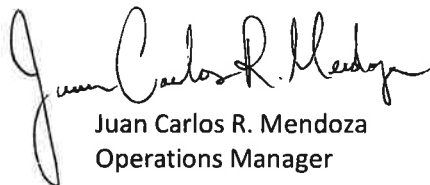
Corrpro Waterworks payment terms are due upon receipt, subject to credit approval and Corrpro Companies, Inc. professional services terms & conditions, available upon request. Invoices issued on a work complete to date basis. Corrpro Waterworks will not accept payment terms that are contingent upon payment to your firm by an outside source. An original copy of this quotation will be provided by U.S. Mail upon request.

Thank you for the opportunity to submit this proposal. This proposal will be honored for 90 days from this date. Kindly have the signatory space below signed and fax back (fax 623-842-9697) or emailed (jmendoza@corrpro.com) back a copy to my attention.

If you have any questions, please contact us at (602) 269-7641

Respectfully submitted,




Juan Carlos R. Mendoza
Operations Manager

CLIENT APPROVAL ON CORRPRO REFERENCE # SCA-18-50 (complete below):

Authorized Signature

Typed or Printed Name

Title

Date

The following additional terms and conditions apply to this proposal:

1. Progress billing will be submitted when materials are delivered and/or service progressively rendered.
2. **This price does not include any applicable taxes. Please forward tax exemption certificate as required**
3. Corrpro shall be entitled to an equitable adjustment in the price of the work, including but not limited to any increased costs of labor, including overtime, or materials, resulting from any change of schedule, acceleration, out of sequence work or delay caused by others for whom Corrpro is not responsible.
4. Corrpro reserves the right to pass on price increase in manufactured and/or consumable products to the Purchaser if the order has not been placed within ninety (90) days of the proposal being issued.
5. All terms and conditions listed above, whether explicitly detailed or not detailed in a resulting contract or purchase order, shall be accepted as "condition of sale" between Corrpro and the Purchaser and cannot be waived unless it is explicitly mentioned in the resulting contract or purchase order.
6. The schedule of the work is to be mutually agreed upon.
7. Completion and acceptance of a credit application may be required prior to commencement of work

CORRPRO COMPANIES, INC. PROPOSAL TERMS AND CONDITIONS

The following terms and conditions ("T&Cs") apply to the proposed sale of equipment, supplies, products or materials ("Goods") or the proposed furnishing of labor, with or without the supply of Goods ("Services"), by Corpro Companies, Inc. ("Corpro"), all as further described in the Proposal, to the buyer named in the Proposal ("Buyer").

- 1. Scope of Agreement; Acceptance.** Unless expressly provided otherwise in a writing signed by Buyer and Corpro (including a master or other written agreement between Corpro and Buyer signed by an authorized representative of Corpro prior to the Proposal, these T&Cs, Corpro's Warranty Certificate and any other documents expressly identified in the Proposal as a contract document shall be considered contract documents (collectively, the "Agreement"). Any terms that add to or contradict the terms of this Agreement are not valid. A definite expression of acceptance of this Proposal by Buyer that contains terms that are additional to or different from the terms of the Agreement will form a contract solely on the Agreement, and the additional or different terms shall not become a part of the Agreement, whether or not they would materially alter the Agreement. Neither course of prior dealings nor usage of trade shall be relevant to supplement or explain any provision of the Agreement. This Agreement becomes a valid and binding obligation of Corpro and Buyer on the earlier of: (a) Corpro's receipt of this Proposal signed by Buyer; (b) Buyer delivering a purchase order or a purchase order number to Corpro for the Goods or Services described in the Proposal; (c) Buyer's receipt and acceptance of the Goods or Services, (d) Buyer's payment for the Goods or Services described in the Proposal, or (e) any other written indication by Buyer of its acceptance of this Proposal.
- 2. Delivery; Risk of Loss.** All shipping dates of Goods and performance dates of Services stated in the Proposal are approximate and not a guarantee of a particular date of shipment or performance. Unless stated otherwise in the Proposal, delivery of Goods shall be EXW (Incoterms 2010) at Corpro's facility stated in the Proposal. At Buyer's option, Corpro will ship Goods to Buyer at the shipping address stated in the Proposal by any commercially reasonable means, provided that Corpro has the option of selecting the particular route and carrier for shipment of the Goods to Buyer, unless specified by Buyer. Buyer shall bear all risk of loss or damage in transit. All freight, insurance, tariffs, freight forwarding, customs, cartage and other transportation or incidental charges shall be borne by Buyer. Corpro reserves the right to deliver Goods or perform Services in installments, all such installments to be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer's obligations to accept remaining deliveries.
- 3. Inspection and Acceptance.** Immediately on Buyer's receipt of any Goods shipped or Services performed, Buyer shall inspect the same and shall notify Corpro in writing of any claims for shortages or non-conformance (including defective and damaged Goods or Services). Buyer shall hold any non-conforming Goods for Corpro's written instructions concerning disposition. Failure to give written notice of any non-conforming Goods or Services within 10 days after receipt of Goods or performance of Services, express oral or written acceptance of the Goods or Services, or payment for the Goods or Services, shall conclusively (a) establish Buyer's acceptance of the Goods or Services, (b) release Corpro from any and all liability therefor, and (c) waive Buyer's right to seek damages or other remedies for any non-conforming Goods or Services. Buyer shall bear the expenses of inspection under all circumstances.
- 4. Payment Terms.** Terms of sale are net 30 days from date of invoice, unless otherwise stated in the Proposal. Time is of the essence with respect to all payments. Any amount not received by Corpro when due shall bear interest at the rate of 1½% per month (18% annually), or the maximum rate of interest that applicable law allows, whichever is less, until fully paid, including any interest due. Buyer agrees to pay all costs of collection resulting from any default by Buyer of this Agreement. Amounts due to Corpro under this Agreement are not subject to offset, deduction or back charges by Buyer. Unless stated otherwise in the Proposal, the prices stated in the Proposal and all payments due to Corpro from Buyer shall be in the lawful currency of the U.S. If, at any time prior to shipment or performance (either complete or partial), Buyer does not meet Corpro's credit approval or Corpro, in its sole discretion, deems Buyer's financial condition to be unsatisfactory, Corpro may either (a) delay or postpone delivery of Goods or performance of Services, (b) cancel the Agreement, or (c) request payment in full or other security satisfactory to Corpro from Buyer prior to shipment of the Goods or performance of the Services.
- 5. Taxes; Permits and Fees; Laws.** Unless expressly stated otherwise in the Proposal, the purchase price for the Goods furnished or Services performed by Corpro excludes all governmental or brokerage taxes, duties, customs, fees, charges or assessments (collectively, "Taxes"). In the event Corpro is required to pay any Taxes, Buyer shall reimburse Corpro. Buyer must provide Corpro with documentation acceptable to Corpro of any exemptions claimed from Taxes in advance. Except to the extent assumed by Corpro in writing, Buyer shall secure and pay for all permits and fees necessary for delivery and installation of the Goods or performance of the Services. It is Buyer's duty to ascertain that the Goods or Services proposed by Corpro are and their subsequent installation and use is in accordance with applicable laws, ordinances and building codes. Corpro shall not be responsible for compliance of the Goods or Services to such laws, ordinances and building codes, but shall, to the extent reasonably possible, promptly notify Buyer of any discrepancies brought to Corpro's attention.
- 6. Specifications.** Buyer warrants that any documents, drawings, designs or specifications furnished to Corpro by Buyer or any party acting on behalf of, or under direction from, Buyer (collectively, "Specifications") are complete, accurate and may be reasonably relied on by Corpro. Corpro shall have no liability for errors, omissions or inconsistencies in any Specifications. In the event the Agreement contains submittal requirements pertaining to the Goods or Services, Corpro agrees to submit in a timely fashion to Buyer for review and approval any shop drawings, samples, product data, manufacturers' literature or similar submittals as Buyer may reasonably request. Buyer shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay.
- 7. Change Orders.** Changes to the quantity, Specifications, scope of supply or performance, delivery schedule, period of performance, shipping instructions or any other material term of the Agreement, may only be made by Buyer and Corpro executing a written change order ("Change Order"). Any Change Order shall state the parties' agreement on (a) change in the material term of the Agreement, and (b) an adjustment to the purchase price or the date of shipment or period of performance, as applicable. Both parties agree that, unless a Change Order is agreed in writing and signed by authorized representatives of both parties, the Agreement shall not be changed or modified in any manner. In addition, Corpro has the right to suspend performance during the period while the change is being evaluated and negotiated. In the event Buyer has communicated proposed changes to Corpro, Corpro, at its sole discretion, shall either (x) accept the Change Order, (y) reject the Change Order and continue performance under the existing Agreement, or (z) cancel the Agreement. In the event that Corpro elects (y) above, Buyer shall have the option to cancel the Agreement.
- 8. Warranties.** CORRPRO'S WARRANTY OBLIGATIONS ARE PROVIDED IN CORRPRO'S WARRANTY CERTIFICATE INCORPORATED IN THIS AGREEMENT. CORRPRO EXPRESSLY DISCLAIMS ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BUYER EXPRESSLY AGREES THAT THE REMEDIES AVAILABLE UNDER THE WARRANTY CERTIFICATE AND THESE T&CS ARE THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF ANY WARRANTY PROVIDED IN THIS AGREEMENT. Corpro does not warrant that the use or sale of the Goods delivered or Services performed under this Agreement will not infringe the claims of any U.S. or other patents covering the product itself or the use thereof in combination with other products or in the operation of any process.

9. Technical Assistance. At Buyer's request, Corprro may, in its discretion, furnish technical assistance and information with respect to Corprro's products. CORRPRO MAKES NO WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, WITH RESPECT TO TECHNICAL ASSISTANCE OR INFORMATION PROVIDED BY CORRPRO OR ITS PERSONNEL. ANY SUGGESTIONS BY CORRPRO REGARDING USE, SELECTION, APPLICATION OR SUITABILITY OF PRODUCTS SHALL NOT BE CONSTRUED AS AN EXPRESS WARRANTY UNLESS SPECIFICALLY DESIGNATED AS SUCH IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CORRPRO.

10. Confidentiality. All information, including quotations, specifications, drawings, prints, schematics, and any other engineering, technical or pricing data or information submitted by Corprro to Buyer related to any order for Goods or Services are the confidential and proprietary information of Corprro. Buyer and its employees, agents or other parties for whom Buyer is responsible may not disclose Corprro's confidential and proprietary information to any third parties, or use Corprro's confidential and proprietary information for its own account or that of any third party, except in the performance of this Agreement.

11. Force Majeure. If Corprro is delayed at any time by the acts or omissions of Buyer, Change Orders, or any Force Majeure, then the period of performance of Services shall be extended, the delivery of Goods rescheduled and the price equitably adjusted to reflect the effects of delay on Corprro's costs. "Force Majeure" means circumstances beyond Corprro's reasonable control, including acts of God, acts of public enemies, wars, other hostilities, blockades, insurrections, riots, epidemics, quarantine restrictions, floods, unavailability of components or supplies, lightning, fire, storms, earthquakes, arrests, civil disturbances, acts of any governmental or local authority, and any other acts and causes, not within Corprro's control, which by the exercise of due diligence and reasonable commercial effort, Corprro shall not have been able to foresee, avoid or overcome. If Corprro is unable for any reason to supply the total demands for Goods specified in the Agreement, Corprro may allocate its viable supply among any or all purchasers on such basis as Corprro may deem fair and practical, without liability for any failure of performance which may result therefrom.

12. Default; Cancellation. If Buyer fails to perform any of its obligations under this Agreement, including failure to make payments as provided in this Agreement or otherwise, or if Buyer fails to give prompt assurances of future performance when requested by Corprro, then Corprro may, on 5 days' written notice to Buyer, declare Buyer to be in default and Corprro may suspend or terminate performance of its obligations under this Agreement without liability and retain all rights and remedies Corprro may possess at law, in equity or as provided in these T&Cs. In addition to the remedies above, to the extent that (a) Corprro declares a default under this Section 12, or (b) if the order is cancelled for any reason other than default by Corprro, Buyer agrees to pay Corprro on demand 100% of the quoted price for any Goods and Services for which Corprro has commenced work, regardless whether such Goods or Services are completed, plus any charges for packing and storing any of the aforementioned Goods or de-mobilizing for Services.

13. Hazardous Material. Corprro is not responsible for the discovery of any hazardous material at the site where Services are to be performed. In the event Corprro discovers hazardous material, Corprro will promptly notify Buyer. Corprro is not obligated to commence or continue work until all hazardous material discovered at the place of performance has been removed, remediated, or determined to be harmless. If Corprro incurs additional costs or is delayed due to the presence or remediation of hazardous material, Corprro is entitled to an equitable adjustment in both the Agreement's price and the time for performance. In no event shall Corprro be liable to Buyer or any third party for any hazardous material existing at the place of performance, or brought onto said premises by any third party. Hazardous material includes any substance or material identified currently or in the future as hazardous under applicable laws, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup.

14. Release of Liability for Buried Pipelines. If necessary for the performance of Services, Corprro will contact the appropriate jurisdictional authority to identify and locate any buried public utilities at least 72 hours prior to commencing work on site. Corprro will also attempt to locate any buried metallic piping prior to commencing work on the site. Buyer will provide Corprro with accurate, dimensioned, reliable site piping and utility plans ("as-built site drawings") which depict, at a minimum, the precise location of all underground storage tanks and all below ground fuel, vent, air, water, or natural gas piping and electrical/instrumentation conduits (collectively "below-ground hazards") at least 3 days in advance of the date Corprro is to commence work at the site. If Buyer fails to provide as-built site drawings, or if any as-built site drawings provided by Buyer are inaccurate or fail to identify the location of all below-ground hazards, Buyer agrees that Corprro will not be liable to Buyer for any damages, liabilities or claims arising from damage to any below-ground hazard or a release of petroleum products or other hazardous material, in the course of Corprro's performance of the Services, including any such damages caused by the negligence of Corprro or its employees. In addition, Buyer will indemnify and hold Corprro harmless from any such damages, liabilities or claims made by third parties, including governmental agencies.

15. Indemnification. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CORRPRO AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY, LOSSES, COSTS (INCLUDING COSTS OF LITIGATION OR OTHER DISPUTE RESOLUTION AND ATTORNEYS' FEES), CLAIMS AND CAUSES OF ACTION IN FAVOR OF ANY AND ALL PERSONS ARISING OUT OF, RESULTING FROM, OR IN ANY WAY ATTRIBUTABLE TO THE NEGLIGENT ACT OR ACTION, OMISSION OR FAILURE TO ACT ON THE PART OF BUYER OR ITS DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, AGENTS OR ANY OTHER PARTY FOR WHOSE ACTS OR OMISSIONS ANY OF THEM MAY BE LIABLE. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER FURTHER AGREES THAT WHERE OTHER CONSULTANTS OR CONTRACTORS ARE EMPLOYED IN THE WORK, BUYER WILL NOT HOLD CORRPRO RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY CAUSED BY ANY FAULT OR NEGLIGENCE OF SUCH OTHER CONSULTANTS OR CONTRACTORS FOR RECOVERY FROM THEM, OR ANY OF THEM, FOR ANY SUCH DAMAGE OR INJURY.

16. Limitation of Liability. IN NO EVENT SHALL CORRPRO OR ITS AFFILIATES BE LIABLE TO BUYER, ITS AFFILIATES, SUCCESSORS, ASSIGNS, VENDEES OR TRANSFEREES, OR TO ANY THIRD PARTY, FOR ANY ECONOMIC LOSS, LOST PROFITS OR BUSINESS OPPORTUNITIES, PHYSICAL HARM, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF CORRPRO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF, RESULTING FROM OR RELATING IN ANY WAY TO THIS AGREEMENT OR ACTS OR OMISSIONS OF CORRPRO IN CONNECTION THEREWITH.

17. Dispute Resolution; Prevailing Party; Governing Law. Any and all disputes, claims or controversies arising out of or relating to this Agreement, or the breach thereof, shall be finally settled in the district court for the Southern District of Texas or the Harris County District Court, both located in Houston, Texas. Each party agrees to personal jurisdiction in these courts. In any litigation proceeding pursuant to this Agreement, the prevailing party shall recover from the other party all reasonable attorneys' fees, and other expenses in connection with such proceeding. The prevailing party is a party who recovers at least 75% of its total claims in the action, or who is required to pay no more than 25% of the other party's total claim in the action. The UNCITRAL Convention on Contracts for the International Sale of Goods shall not apply to the validity, construction or performance of this Agreement.

18. Export Compliance. Corprro's products, programs, and services are subject to U.S. export laws, rules, treaties, regulations, and international agreements (collectively, "Export Laws"). Buyer assumes the responsibility of abiding by the Export Laws along with applicable foreign laws when

transferring, selling, importing, exporting, re-exporting, deemed exporting, diverting, or otherwise disposing of Goods or Services. By purchasing the Goods and/or Services, Buyer represents it is not in a sanctioned country nor is Buyer an individual or an entity whose purchase of the Goods or Services is restricted by the Export Laws.

19. Order of Precedence; Notice. If there is a conflict between the contract documents included in this Agreement, unless specified otherwise, the terms of the documents will control in the following order: (a) master or other written agreement between Corrpro and Buyer signed by an authorized representative of Corrpro prior to the date of the Proposal; (b) terms stated on the face of the Proposal; (c) the Warranty Certificate; (d) these T&Cs; and (e) any other contract documents. All notices and communications required by this Agreement shall be delivered, in writing, to the Corrpro address stated on the Proposal.

20. Interpretation. Corrpro and Buyer acknowledge this Agreement, including the Proposal, these T&Cs, and the other contract documents, represents the entire agreement and understanding between the parties, incorporating all prior negotiations and understandings relating to the subject matter of this Agreement, whether written or oral. This Agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner. The failure of Corrpro to insist on strict performance of this Agreement shall not constitute a waiver of, or estoppel against, asserting the right to require such performance in the future, nor shall a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to a later breach of a similar nature or otherwise. All rights and remedies under this Agreement are cumulative and are in addition to any other rights and remedies Corrpro may have at law or in equity. Unless the context of this Agreement clearly requires otherwise, "including" is not limiting and "or" has the inclusive meaning represented by the phrase "and/or." If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. The section headings are for convenience only; they form no part of the terms and conditions and shall not affect their interpretation. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns; however, Buyer may not assign this Agreement without the prior written consent of Corrpro.