

## **Committee-of-the-Whole Agenda**

**6:30 p.m.**

**Tuesday, January 7, 2014**

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### **Questions on the Agenda**

#### **Agenda Items**

- 1. Agreement for Chapter 29 Update on Subdivision Regulations** (Shawn Christ, Land Development Manager)
- 2. North Slope Improvements Project – Supplemental Environmental Site Assessment Services** (Greg Swanson, Utilities General Manager)
- 3. Licensing Agreements for 2014 Special Events** (Tracy Koranda, City Clerk)
- 4. Allowing the Catering of Food & Alcohol on City Property** (Tracy Koranda, City Clerk)
- 5. Approval of a Change of Scope for 64<sup>th</sup> Street Sanitary Sewer Pump Station** (Scott Hinton, City Engineer)
- 6. Other**

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# Explanation

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## 1. Professional Service Agreement with James Duncan and Associates, Inc. to perform a comprehensive update to Chapter 29 of the City of Moline Code of Ordinances regarding Subdivision Regulations. (Shawn Christ, Land Development Manager)

**Explanation:** Moline's Subdivision Code, Chapter 29 of the Code of Ordinances, provides standards for design and construction of streets, sidewalks, utilities, easements, rights-of-way, lots, construction plans, and subdivision platting. The chapter has not been modified since 1991 and contains missing or outdated standards, confusing provisions for bonding and surety, awkward language for dedications and acceptance, and inadequate procedures for review and approval. The Plan Commission recommends that a comprehensive update should be conducted to ensure adequate infrastructure and guidance of future development.

The project steering committee, consisting of five staff members and two Plan Commissioners, determined a consultant is needed for this effort. A Request of Qualifications was issued and five consulting firms responded. A Request for Proposals was issued to the two most qualified firms: Duncan Associates of Chicago and Clarion Associates of Denver. After reviewing both proposals and conducting interviews, the committee recommends Duncan Associates as the project consultant at a total cost not to exceed \$49,750 per the attached proposed professional service agreement.

**Staff Recommendation:** Approval  
**Fiscal Impact:** Adequate funds are budgeted: \$50,000 carryover from 2013 plus additional \$50,000 for 2014 (if needed)  
**Public Notice/Recording:** N/A  
**Goal Impacted:** Improved City Infrastructure & Facilities, A Great Place to Live

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## 2. North Slope Improvements Project – Supplemental Environmental Site Assessment Services (Greg Swanson, Utilities General Manager)

**Explanation:** Staff is seeking authorization to accept a professional services proposal from True North Consultants to provide supplemental environmental site assessment services that are required for the North Slope Wastewater Treatment Plant Improvements Project. These professional services are necessary to more fully assess subsurface conditions and develop an appropriate construction dewatering plan and excavation materials handling plan, in light of the subsurface contamination revealed during previous environmental assessment activities. The scope of the services includes:

- Installation of three nest permanent groundwater monitoring wells
- Sampling and analysis of water drawn from these monitoring wells
- Installation of a piezometer and assessment of the hydraulic connectivity between the construction site and adjoining property to the east
- Subsurface soil sampling and analysis
- Preparation of supplemental project report and recommendations
- Assistance in the preparation of a material handling plan

True North Consultants have completed the Phase I and II environmental site assessments in a timely professional manner and have become quite familiar with the unusual site conditions. They have also established effective working relationships with Strand Associates Inc and City staff involved with the Project. City staff requests authorization to accept True North Consultants' proposal, which includes a base amount of \$45,140.00 and specific unit prices for added scope work, should such work be required. Additional documentation attached.

**Staff Recommendation:** Approval  
**Fiscal Impact:** Sufficient funds are available in WPC Capital Replacement Reserves  
**Public Notice/Recording:** N/A  
**Goals Impacted:** Upgrade City Infrastructure and Facilities

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**3. A Resolution authorizing the execution of Licensing Agreements for 2014 Special Events**  
(Tracy Koranda, City Clerk)

**Explanation:** This resolution will streamline the Special Events procedure and provide efficient customer service. Each individual street closure and highway permit will continue to be presented to the Council for approval. Security issues, traffic detail, insurance requirements, and all essential licenses will continue to be reviewed and approved by the Special Events Committee. Additional documentation attached.

**Staff Recommendation:** Approval  
**Fiscal Impact:** N/A  
**Public Notice/Recording:** N/A  
**Goals Impacted:** A Great Place to Live

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**4. A Special Ordinance granting the catering of food and alcohol on City property known as the Bass Street Landing Plaza, the Historic Block Courtyard, and Parking Lot U, for 2014 Special Event approved applications.** (Tracy Koranda, City Clerk)

**Explanation:** State statute requires a municipality to authorize catering of food and alcohol at such events that take place on municipal property. In an effort to streamline the coordination of special events, and to provide efficient customer service, staff requests this approval for 2014 Special Event approved applications. Staff will continue to approve security issues, traffic detail, insurance requirements, and all essential licenses. Additionally, permission from the Local Liquor Control Commissioner must also be sought to serve alcohol on these premises.

**Staff Recommendation:** Approval  
**Fiscal Impact:** N/A  
**Public Notice/Recording:** N/A  
**Goals Impacted:** A Great Place to Live

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**5. Approval of a Change of Scope for Project #1185, 64<sup>th</sup> Street Sanitary Sewer Pump Station**  
(Scott Hinton, City Engineer)

**Explanation:** Project #1185 includes the installation of a sanitary sewer pump station and sanitary sewer piping to serve both the Airport and future City of Moline development south and west of the Airport. The project includes the installation of a sanitary sewer crossing under Airport Road and I-280 at approximately 64<sup>th</sup> Street. The Illinois Department of Transportation will not allow the traffic to be impacted by construction, so a “trenchless” method of construction is required.

Soil borings taken during the design phase of the project indicated that sand, clay, and loose gravel would be encountered during the pipe installation under Airport Road and I-280, so the relatively inexpensive “soil boring” method of trenchless construction was specified. Unfortunately, the contractor encountered boulders and glacial till that prevented a successful pipe installation via “soil boring”. Under the conditions encountered, a different method of trenchless construction known as “pipe ramming” is appropriate. This method is slower than “pipe boring” and uses more sophisticated equipment and more expensive materials. As such, it is a more expensive method of construction.

The contractor proposes to change to the “pipe ramming” method of pipe installation for approximately \$350,000.00. Staff has reviewed the proposal and does not find it to be unreasonable given the additional scope of work.

**Staff Recommendation:** Staff recommends approval of the change of scope to the “pipe ramming” method of trenchless construction. Staff further recommends that payment be made to the contractor under the IDOT rules for time and material work rather than accepting the lump sum proposal.

**Fiscal Impact:** Funds are available for this change in the Case Creek Trails bond issue.  
**Public Notice/Recording:** N/A  
**Goals Impacted:** Improved City Infrastructure & Facilities, A Great Place to Live

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**Professional Service Agreement  
Between  
The City of Moline, Illinois and James Duncan and Associates, Inc.**

This Professional Services Agreement is made as of \_\_\_\_\_, 2013, by and between the City of Moline in the State of Illinois ("City") and James Duncan and Associates, Inc. (d/b/a "Duncan Associates"), a Texas corporation with headquarters in Austin, Texas ("Consultant").

**WHEREAS**, the City desires to engage the Consultant to prepare a comprehensive update of the City's existing subdivision/development regulations ("Project");

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions provided in this agreement, the City and Consultant agree as follows.

1. **Scope of Agreement.** The Consultant's relationship to the City will be that of independent contractor and at all times this relationship will be governed by and be in compliance with the terms of this agreement. Nothing in this agreement is intended to, nor will in any manner be construed to create the relationship of employer/employee between the parties.
2. **Professional Services.** The Consultant will furnish services to the City as identified in "Exhibit A," which is attached to and incorporated into this agreement by reference. Changes in the scope of services described in "Exhibit A" require written authorization from the City and the Consultant.
3. **Period of Service.** The Consultant will begin work promptly upon receipt of an executed copy of this agreement and will carry out the work in accordance with the general timeline identified in "Exhibit B," which is attached to and incorporated into this agreement by reference.
4. **Compensation.** As consideration for services provided by the Consultant, the City will compensate the Consultant as identified in the compensation schedule shown in "Exhibit C," which is attached to and incorporated into this agreement by reference. All direct and indirect projects costs are included in the total compensation, provided that any duplication and publication costs are the responsibility of the City. The Consultant will bill the City in accordance with "Exhibit C." Payment of each such invoice will be due to the Consultant within 30 days of receipt by the City.
5. **Conflict of Interest.** The Consultant represents that it has no interest and agrees that it will acquire no interest, direct or indirect, that would conflict in any manner with the performance of the services hereunder. The Consultant further agrees that, in the performance of this agreement, no person having any such interest will be employed.
6. **Subcontracting.** The City authorizes the Consultant's use of The Lakota Group and Primera Engineering as subcontractors in performance of this agreement. No other subcontracting of professional services is allowed under this agreement without the express written authorization of the City.
7. **Termination of Agreement.** All work shall be performed in a good and workmanlike manner. The obligation to provide services under this agreement may be terminated with or without cause by the City or the Consultant upon 30 days written notice. In the event of any

termination, the Consultant shall be paid for all services satisfactorily rendered to the date of such termination and the City will be provided with all work products prepared up through the date of termination.

8. **Ownership of Documents.** All documents prepared in the performance of this agreement shall be the property of City and must be delivered to the City before final payment is made to the Consultant.
9. **Standard of Care.** The Consultant must exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a planning professional under similar circumstances.
10. **Consultant's Representative.** The Consultant's primary representative and contact will be:  
  
Kirk R. Bishop  
Executive Vice President  
Duncan Associates  
212 W Kinzie St, Suite 300  
Chicago IL 60654  
kirk@duncanassociates.com  
312 527 2500  
312 268 7418
11. **Amendments.** No amendments or modifications of this agreement shall be valid unless in writing and signed by each of the parties to the agreement.
12. **Severability.** Any provision in this agreement that is prohibited or unenforceable under state or federal law shall be ineffective to the extent of such prohibitions or unenforceability, without invalidating the remaining provisions hereof. Also, the non-enforcement of any provision by either party to this agreement shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or the remainder of this agreement.

**IN WITNESS WHEREOF,** The City and the Consultant have caused this instrument to be signed by their respective duly authorized officers, all on the day and year first written above.

**City of Moline, Illinois**

By:

\_\_\_\_\_ Date

**Duncan Associates**

By:



Kirk R. Bishop, Vice President

12-11-2013

\_\_\_\_\_  
Date

## Exhibit A

### Moline Subdivision/Development Regulations Update

#### Scope of Services

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#### **General Responsibilities of the Consultant**

In general, the consultant will be responsible for:

- delivering an electronic (MS Word and .pdf ) copy of all deliverable reports and work products;
- making up to 5 trips/visits to the City over the course of the project for the purposes of conducting meetings and presentations;
- preparing presentation materials to be used in meetings; and
- completing all of tasks described in this scope of services.

#### **Task 1: Reconnaissance, Mobilization and Issue Identification**

##### **1.1 Data Collection**

Collect and review relevant documents.

##### **1.2 Organizational Meeting**

Meet with city staff to discuss responsibilities, logistics, scheduling, public outreach activities, overall project direction and known code deficiencies.

##### **1.3 Field Surveys**

Conduct informal field surveys to obtain a first-hand view of existing land use and development patterns and to gain an understanding of the cumulative effects of current and past regulations. Use field surveys to explore specific issues that arise during the update project.

##### **1.4 Small-Group Listening Sessions**

Conduct small-group listening sessions with interest groups and code users to identify additional issues and priorities for the subdivision/development regulations update.

##### **1.5 Issue Identification and Project Direction Memo**

Prepare memorandum describing recommended project direction and types organizational, formatting and substantive changes proposed to be addressed in the project. This memorandum will include recommendations for whether the update would best be handled as a "stand-alone" subdivision code update, incorporation of subdivision and infrastructure design standards into an overall unified development code (combined with the existing zoning regulations) or some other model would best serve the needs of the city.

Participate in teleconferences with staff to discuss the document and solicit comments and recommendations for changes.

Prepare revised version of memorandum for public distribution.

**1.6 Public Kick-off Meeting**

Conduct public kick-off meeting to announce project and signal the beginning of an open and transparent process. Describe results of preceding issue identification work, solicit public input and identify opportunities for ongoing public involvement.

**Task 3: Initial Draft Regulations (Draft #1)**

**2.1 Initial (Staff Review) Draft**

Prepare initial draft of updated subdivision/development regulations.

**2.2 Staff Review**

Distribute draft to city staff for review and comment.

**Task 3: Revised Regulations (Draft #2)**

**3.1 Second (Public Review) Draft**

Revise initial draft subdivision/development regulations based on staff review and comment.

**3.2 Staff and Public Review**

Distribute draft regulations to city staff for review and comment. Revise draft and make available for public review.

**3.3 Public Presentations/Workshops**

Present draft regulations and receive feedback in series of public meetings, briefings or workshops.

**Task 4: Hearings and Adoption (Draft #3)**

**4.1 Third Draft**

Revise second draft of regulations based on public reviews conducted in Task 3.3. Make draft available for public review in advance of formal adoption hearings.

**4.2 Hearings**

Participate in hearings leading to adoption of rewritten regulations. Revise draft to reflect any changes from adoption process.

**General Responsibilities of the City**

In general, the city is responsible for:

- providing a staff project manager;
- providing information regarding current practices, processes, and policies relating to the subdivision and land development regulations;
- scheduling and making arrangements for all meetings, including meeting space, A/V equipment, invitations, and any required notices;
- providing copies of meeting agendas and any materials to be distributed at meetings and hearings;

- providing digital map files, as necessary, for use on the subdivision/development regulations project;
- maintaining any project website or web links related to the project;
- reviewing the consultant's work products for the purpose of providing comments and suggestions for improvements and changes; and
- recording minutes at any meetings requiring recordation.

**Attachment B**  
**Moline Subdivision/Development Regulations Update**  
**General Timeline**

The following timeline identifies a general schedule for completion of tasks described in the Scope of Services (Exhibit A). It calls for the consultant to deliver a final draft of the updated subdivision/development regulations within 9 months of the project start date, as shown in the following timeline.

	Mo 1	Mo 2	Mo 3	Mo 4	Mo 5	Mo 6	Mo 7	Mo 8	Mo 9
<b>Task 1: Reconnaissance, Mobilization and Issue Identification</b>									
1.1 Data Collection	■								
1.2 Organizational Meeting		■							
1.3 Field Surveys		■							
1.4 Small-Group Listening Sessions		■							
1.5 Issue Identification Memo			■						
1.6 Public Kick-off Meeting			■						
<b>Task 2: Initial Draft Code/Regulations (Draft #1)</b>									
2.1 Initial (Staff Review) Draft			■	■	■				
2.2 Staff Review					■				
<b>Task 3: Revised Regulations (Draft #2)</b>									
3.1 Second (Public Review) Draft						■	■		
3.2 Staff and Public Review							■		
3.3 Public Presentations/Workshops								■	
<b>Task 4: Hearings and Adoption</b>									
4.1 Third (Hearing) Draft									■
4.2 Hearings									■ >

**Exhibit C**  
**Moline Subdivision/Development Regulations Update**  
**Compensation Schedule**

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The total compensation due to the Consultant for satisfactory completion of the work described in Exhibit A is \$49,750, which covers all labor and non-labor costs.

The consultant will bill the city on a monthly basis. Invoices will identify the work conducted during the preceding month, with billings based on the following task allocations.

Task 1: Reconnaissance, Mobilization and Issue Identification	\$15,500
Task 2: Initial Draft Subdivision/Development Regulations (Draft #1)	\$18,500
Task 3: Revised Regulations (Draft #2)	\$9,750
Task 4: Hearings and Adoption (Draft #3)	\$6,000
<b>GRAND TOTAL</b>	<b>\$49,750</b>

December 17, 2013

Mr. Gregory Swanson  
City of Moline, Department of Public Works  
30 18<sup>th</sup> Street  
Moline, Illinois, 61265

**Re: Phase II ESA and CCDD Assessment - Supplemental Sampling Scope of Work  
North Slope WWTP  
3<sup>rd</sup> Avenue (007 1<sup>st</sup> Avenue), Moline, Illinois  
Proposal #TI3-266**

True North Consultants, Inc. (True North) is pleased to provide this proposal to perform supplemental groundwater and soil assessment and management consulting activities to characterize excavation soils and groundwater generated during redevelopment activities at the North Slope WWTP property located at 3<sup>rd</sup> Avenue (007 1<sup>st</sup> Avenue) in the City of Moline, Rock Island County, Illinois (the *property*). The *property* is an irregularly-shaped parcel of institutionally utilized land encompassing approximately 5 acres. It is the understanding of True North that the *property* owner is proposing renovation and construction activities, including improvements to existing structures, the addition of clarifiers and a chlorine tank, installation of underground piping and utilities, and construction of new buildings. The following sections of this proposal present background information, scope of services, estimated costs, schedule, and limitations.

## **BACKGROUND**

True North completed a Phase I Environmental Site Assessment (Phase I ESA) for the *property* in June 2013. The assessment revealed two *recognized environmental conditions*:

- A diesel UST was removed from the *property* in 1996.
- A review of historic fire insurance maps identified that a historic quarry operated on the east-adjointing property in the early 1900s.

Based on these findings, True North completed a Phase II ESA and CCDD Assessment at the *property*. To evaluate the identified environmental concerns, 14 borings were advanced at the *property*. Soil and groundwater samples were collected and analyzed for contaminants of concern. Additional testing was conducted to characterize the soil for off-site management. Finally, a regulatory file review was completed for the former MGP facility previously located to the east of the *property*.

Based on the results of the assessment and True North’s understanding of the design and objectives of the project, True North offered the following recommendations:

- **Additional groundwater assessment** – To further assess groundwater quality at the *property* as it relates to the anticipated construction dewatering operations and potential on-site water treatment, True North recommended installation of monitoring wells and/or piezometers on the *property*. In addition, a piezometer may be required on the adjoining property to the east to evaluate the hydraulic connection between the off-site groundwater resource and groundwater on the *property*.
- **Additional soil sampling for CCDD assessment** – Additional subsurface investigation and soil sampling was recommended to further delineate and characterize “uncontaminated soil” for off-site management at a CCDD facility and waste material for disposal at a Subtitle D facility (uncontaminated fill may also be accepted at a Subtitle D facility).
- **Material Handling Plan (MHP)** – Notification to contractors of the project’s and material handling requirements, disposal requirements and test results that identify exposure risks to construction workers was recommended through preparation of a MHP. The MHP should be prepared following evaluation of the additional soil and groundwater data.

## SCOPE OF SERVICES

### *Additional Groundwater Assessment*

Limited evaluation of groundwater was previously conducted through temporary monitoring wells only. Groundwater contained volatile organic compounds (VOCs), PNAs, and metals. PNA and metal concentrations were above Tier I Class II GROs identified in TACO. Based on the analytical results, groundwater at the *property* will require treatment prior to discharge to a surface water. To further assess the groundwater quality as it relates to anticipated dewatering and potential on-site treatment, True North proposes the following:

- Installation of three nested, permanent groundwater monitoring wells on the *property* to evaluate potential contamination and hydraulic conditions at multiple depths that will be encountered during construction. The purpose of characterizing groundwater quality at multiple depths is to provide groundwater data that can be used to appropriately evaluate several excavation/dewatering methods. Due to the potential impact that dewatering may have on the operational and financial aspects of the proposed renovation, it is True North’s opinion that the proposed multi-level groundwater evaluation will provide valuable information in the construction decision-making process. The locations of the well nests are based on proposed locations of structures and the future potential need to leave the monitoring wells in place during construction.
  - One well nest will be located to the west of the proposed Headworks building. The wells will be screened at 40-45’ (or to auger refusal, whichever is encountered first), 30-35’ and 20-25’ bgs.

- The second well nest will be located to the west of the proposed final clarifiers, and will be screened at 35-40', 25-30' and 15-20' bgs.
- The third well nest will be located to the west of the forward flow chlorination tanks, and will be screened at 35-40', 25-30' and 15-20' bgs.

It should be noted that the well nest construction will consist of three separate monitoring wells at each location. True North evaluated other options, including construction of nested wells within one borehole. Based on soil conditions (loose, saturated unconsolidated material) and associated drilling costs for each method, utilizing the approach of three separate wells in each location is the most cost efficient approach.

- Installation of a piezometer on the adjoining property to the east. The piezometer will be utilized to evaluate the hydraulic connection between the off-site groundwater resource and groundwater on the *property*. Although this well will not be sampled as part of the proposed scope of work, the piezometer will be installed as a constructed 1" groundwater monitoring well. This will allow future groundwater monitoring to be conducted if necessary.
- Survey relative elevations of permanent monitoring wells with respect to an established site benchmark (to be provided by the City of Moline).
- Approximately one week following development of the wells, one round of groundwater samples from each well will be collected using low-flow sampling techniques and groundwater levels will be measured.
- Slug testing will be completed within one well from each distinct elevation to determine in-situ hydraulic conductivity.

True North will subcontract an environmental drilling contractor to install the monitoring wells. The drilling contractor will be responsible for public utility locates prior to drilling activities. All private utilities must be located by the *property* owner prior to drilling activities.

A five foot well screen will be installed at the base of each well cavity. A solid polyethylene riser will be connected to the top of the screen and extended to the ground surface. The exterior annular space will be backfilled with silica sand to approximately one foot above the top of the screen. Bentonite will be backfilled on top of the sand pack to a depth of approximately 12 to 16 inches below grade and capped with a concrete and steel, lockable cover.

Following the installation of the permanent monitoring wells, True North will survey the permanent monitoring well elevations and piezometer well elevation with respect to a site benchmark.

The monitoring wells will be developed by surging the wells using a pump and tubing. The pump will be raised and lowered to allow sediment in the sand pack to be released. The wells will then

be pumped at an accelerated rate to removed sediment collected within the well casing. After development, the wells will be allowed to recharge for approximately one week prior to sampling.

Slug testing will be completed to determine in-situ hydraulic conductivity of zones into which the screens and sand packs are installed. A pressure transducer will be lowered into the well and set just above the base of the well. The pressure transducer is used to record water levels before, during and after the slug is introduced into the well. A slug of water of known volume will be instantaneously introduced to the monitoring well by a gravity feed L-Slug device constructed of large bore PVC pipe that holds a known volume of water that can be instantaneously released to the well by a large bore valve. Prior to introducing the slug of water, the pressure transducer will be used to record static water level readings. The introduction of the water slug will cause the static water level to rise almost proportionally to the known volume of water slug. The pressure transducer records the iterative water levels as the level is lowered to the static condition over time. Due to the nature of the geologic materials, it is impractical to record the entire time it took for water levels to return to static conditions. The falling head test will be terminated when sufficient data is collected to analyze the data that was downloaded to a computer. Hydraulic conductivity values will be calculated using AQTESOLV software. AQTESOLV estimates aquifer properties such as hydraulic conductivity (K) based upon the raw slug test data.

Low-flow water sampling techniques will completed using a Mini-Typhoon Pump with disposable polyethylene (poly) tubing. The pump and tubing will be lowered into the well and set approximately in the middle of the screened interval. The purpose of the pump placement is to minimize excessive mixing of the stagnant water in the casing above the screen within the screened interval zone, and to minimize re-suspension of solids which collect at the bottom of the well. The flow rate of the pump will be adjusted and monitored to ensure minimal drawdown of water column in the well.

Water quality indicator parameters will be monitored during sampling activities. Indicator parameters included pH, temperature and specific conductance. Indicator parameters will be monitored with a calibrated YSI Waterproof Multi-parameter meter connected to an in-line flow through cell. Indicator parameters will be monitored until all parameters stabilized within an acceptable range (within 10% agreement) for three successive readings. Stabilization of water quality parameters are a significant indication of formation water. Indicator parameter readings will be recorded after each amount of water equivalent to one well volume has passed through the flow through cell. The tubing to the flow through cell will be disconnected and groundwater samples will be containerized in pre-preserved sample bottles provided by the laboratory. A portion of the groundwater sample intended for analysis of dissolved inorganics will be filtered prior to containerization.

Grab groundwater samples from the monitoring wells will be placed in ice filled coolers, and delivered under proper chain-of-custody to a NELAC accredited laboratory for chemical

analyses. A trip blank and duplicate sample will be submitted with groundwater samples. The duplicate sample will be analyzed for VOCs, PNAs and RCRA metals only. The following table summarizes the characterization analytical parameters for groundwater:

Compound or Group of Compounds	Analytical Method
Volatile Organic Compounds (VOCs)	5035/8260
Polynuclear Aromatic Hydrocarbons (PNAs)	8270
Total Metals (Al, Ba, B, Cd, Ca, Cr, Cu, Fe, Pb, Mn, K, Ag, Na, Zn)	EPA 6020/7470
Dissolved Metals (Al, Ba, B, Cd, Ca, Cr, Cu, Fe, Pb, Mn, K, Ag, Na, Zn)	EPA 6020/7470
Chromium –Hexavalent, Trivalent (total)	SW7196 + EPA 6010B
Chromium –Hexavalent, Trivalent (dissolved)	
Ferrous Iron (total)	ASTM D3872
Ferrous Iron (dissolved)	ASTM D3872
Speciated Arsenic (total)	
Speciated Arsenic (dissolved)	
Alkalinity, as CaCO <sub>3</sub> (total)	SM 2320B
Alkalinity, as CaCO <sub>3</sub> (dissolved)	SM 2320B
Cyanide (total)	SM 4500 CN-E
Cyanide (dissolved)	SM 4500 CN-E
Chloride (total)	EPA 300.0
Chloride (dissolved)	EPA 300.0
Nitrogen, Nitrate + Nitrite (total)	EPA 353.2
Nitrogen, Nitrate + Nitrite (dissolved)	EPA 353.2
Sulfate (total)	EPA 300.0
Sulfate (dissolved)	EPA 300.0
Oil & Grease (gravimetric)	EPA 1664
Total Organic Carbon (TOC)	EPA 9060
Total Suspended Solids (TSS)	SM 2540D
Turbidity	EPA 180.1/SM 2130B
Mercury (Hg)	EPA 7470A
Total Dissolved Solids	SM 2540C

*The parameters were selected based on the conference call with Strand and Clear Creek Systems, who, who provided guidance on parameters needed to design a groundwater treatment system/plan. Note that some analyses are not required to have accreditation by NELAC (speciated arsenic and perchlorate). In addition, the proposed laboratory is confirming whether or not accreditation is available for analysis of gold. Analysis for diesel range organics (DRO) and gasoline range organics (GRO) may not be necessary because analysis for Oil & Grease will give total petroleum hydrocarbons (TPH). As such, DRO and GRO are not included in the table above, but can be added if deemed necessary. Ferric and Ferrous, which were included on Clear Creek Systems' Solution Analysis list, are typically field tests. The laboratory will analyze the samples for total and dissolved iron and ferrous iron. Ferric iron will be calculated from these*

results. Clear Creek Systems' list also included perchlorate, gold, and radium, which are not included in the proposed parameter list. The final parameter list and quantity of samples will be discussed with the City prior to commencement of field work.

### Supplemental CCDD Soil Characterization Sampling

Subsurface investigation and soil sampling is recommended to further delineate and characterize “uncontaminated soil” for off-site management at a CCDD facility and waste material for disposal at a Subtitle D facility (uncontaminated fill may also be accepted at a Subtitle D facility).

True North will subcontract an environmental drilling contractor to perform direct push drilling services. The drilling contractor will be responsible for public utility locates prior to drilling activities. All private utilities must be located by the *property* owner prior to drilling activities.

Three soil borings will be advanced at the *property*. The following is a description of proposed soil borings locations, depths and proposed analytical parameters.

Boring	Location	Proposed Depth (feet bgs)	Analytical Parameters
DP-15	Main Control Building	10	VOCs, PNAs, RCRA metals, pH
DP-16	Main Control Building	10	VOCs, PNAs, RCRA metals, pH
DP-17	Final Clarifier 2	26	VOCs, SVOCs, RCRA metals, PCBs, pH

Proposed borings DP-15 through DP-17 are depicted on the attached boring location plan. Soil borings will be advanced to the depths proposed above, or refusal, whichever is encountered first. The proposed boring depths are based on currently available information provided by the City of Moline for approximate proposed footing/slab bearing or disturbance elevations. The final foundation design has not yet been completed. If the final foundation depths are greater than the depths of the proposed soil borings, the necessity of revising the proposed boring depths and collection of additional samples should be reviewed.

In addition to installation of the three boreholes, True North proposes continuous sampling to 15 feet bgs during installation of one monitoring well of each well nest, proposed above.

True North will field screen soil samples from each sample interval using a photoionization detector (PID). True North will collect one sample from each soil boring for submittal to the laboratory for analysis (six samples total). A second sample from each soil boring will be collected for analysis if warranted. Sample selection will be based on field screening results, the presence of migratory pathways, the presence of fill material, or other observations of impacts made during field work.

Costs to collect one sample from each boring location and analysis at a laboratory are included in the cost proposal. Additional samples may be collected based on field observations and screening if warranted. True North will discuss field observations and conditions with the City of Moline prior to submitting additional samples to the laboratory for analysis.

At least one soil sample from each direct push boring and the three monitoring well borings will be analyzed to determine if the soils are impacted above the Maximum Allowable Concentrations (MACs) listed in the CCDD regulations. Samples collected from the western portion of the site will be analyzed for volatile organic compounds (VOCs), poly-nuclear aromatic hydrocarbons (PNAs), Resource Conservation Recovery Act (RCRA) metals and pH. Soil samples in the vicinity of the former quarry will be analyzed for VOCs, semivolatile organic compounds (SVOCs), RCRA metals, polychlorinated biphenyls, and pH. Depending on the CCDD facility selected, additional sample analysis may be required.

Soil samples will be placed in ice filled coolers, and delivered under proper chain-of-custody to a NELAC accredited laboratory for chemical analyses. The following table summarizes the characterization analytical parameters:

Compound or Group of Compounds	USEPA Analytical	Method Identification
		Matrix
Volatile Organic Compounds (VOCs)	5035/8260	Soil
Polynuclear Aromatic Hydrocarbons (PNAs)	8270	Soil
Resource Conservation Recovery Act (RCRA) Metals	6010/7471	Soil
pH	9045C	Soil
Semi-Volatile Organic Compounds	8270	Soil
Polychlorinated biphenyls (PCBs)	8082	Soil

### *Supplemental Project Reporting*

True North shall compile all field screening data and laboratory results in summary report format to document the investigation findings. The summary report shall include field sampling locations, analytical tables, laboratory data, field testing data, cross section(s), and any pertinent historical and regulatory information used to formulate and support the investigation findings. True North will also include recommendations for additional actions, if necessary. Supplemental analyses conducted for on-site treatment feasibility will be provided but not tabulated.

### *Material Handling Plan Preparation Assistance*

Following completion of sampling and finalization of project reporting, True North Consultants shall provide consultation to the City of Moline and Strand during the preparation of a written material handling plan. The purpose of the written plan will be to notify contractors of the

project's and material handling requirements, disposal requirements and test results that identify exposure risks to construction workers.

## **PROJECT COSTS**

Estimated costs for each task are included as an attachment. Note that drilling and laboratory costs are estimates if subcontracted through True North. True North will assist the City with obtaining quotations from drillers and/or laboratories if the work will be contracted directly through the City.

Should the Client request a change in the scope-of-work, or should circumstances render the current estimate invalid, a new estimate will be prepared and mutually agreed to in writing before further work proceeds. Written authorization to proceed will form a binding contract and indicates your acceptance of our Terms and Conditions. Any changes to our Terms and Conditions must be agreed to in writing by both parties prior to your authorization to proceed.

Unit pricing is provided above should additional investigation be warranted.

## **SCHEDULE**

The following timeline of approximately 31 business days (~six weeks) is proposed:

- True North can schedule field activities within two (2) weeks of authorization to proceed. Availability of the driller may impact commencement of field work.
- Six (6) days are estimated to complete drilling and well development activities.
- Approximately one week following well development, one field day will be utilized to survey well elevations and collect groundwater samples.
- Laboratory analytical results will be available within ten (10) business days of sampling activities unless expedited for an additional cost.
- A draft written report summarizing the results of the assessment will be provided within seven (7) business days of receipt of all laboratory results.

## **LIMITATIONS AND QUALIFICATIONS**

The Client and their respective subcontractors shall be responsible for complying with the terms of health and safety plans, Federal, and State requirements applicable to this project.

True North cannot guarantee that all permitted CCDD facilities will accept the proposed analytical sampling. Certain CCDD facilities may require additional soil analysis beyond the scope of this proposal. True North is not responsible for the costs to collect samples for additional analysis beyond this proposal.



True North cannot guarantee that all screened and sampled soils removed from the *property* shall meet the requirements per the CCDD operation for final placement. The Owner shall be responsible for disposal of all soils rejected from the CCDD operation as a special waste at a permitted landfill.

This proposal does not include costs for characterization of and off-site disposal of soil and groundwater produced during installation of wells and groundwater monitoring activities. True North assumes that the City of Moline can assist with transporting the drums to a temporary storage location on site. True North recommends that the City stores the drums until construction commences. The drummed material can be disposed off-site with other excess material or otherwise handled in accordance with a materials handling plan.

True North shall not be responsible for the health and safety of City of Moline employees, subcontractors, or agents thereof while performing on-site activities.

This proposal is valid for a period of 45 days from the date of this proposal. In the event that authorization is received after 45 days from the date of this proposal, True North reserves the right to resubmit a new cost estimate for approval to reflect any additional costs associated with the proposed scope of work, if necessary.

## TERMS OF AGREEMENT

If this proposal meets with your approval, please sign the attached service agreement and return it to our office via mail, fax or e-mail. This agreement for professional services represents a contract between True North Consultants, Inc. and the Client. Our Terms and Conditions are hereby incorporated as part of this agreement.

True North appreciates the opportunity to offer this proposal for project planning and soil management and consulting services. If you have any questions, please contact me at 224-387-6063.

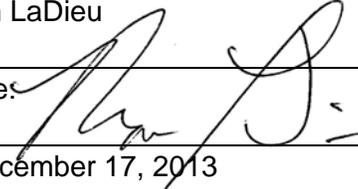
Regards,

**TRUE NORTH CONSULTANTS, INC.**

Ryan LaDieu, P.E.  
President



True North Proposal # T13-266 is hereby accepted and the conditions attached and outlined herein agreed to:

CLIENT	TRUE NORTH CONSULTANTS, INC.
By:	By: Ryan LaDieu
Signature:	Signature: 
Date:	Date: December 17, 2013



## PROJECT COSTS

True North proposes to conduct the above scope of work in accordance with the following estimated costs:

Service	Estimated Quantity	Units	Rate	Total
<i>Task 1: Piezometer, Monitoring Wells and Soil Borings - Budgetary Estimates</i>				
Environmental Drilling Contractor – Geoprobe Mobilization	1	Lump Sum	\$500	\$500
Environmental Drilling Contractor – 1" Piezometer to 40 feet	40	Foot	\$16	\$620
Environmental Drilling Contractor – HSA Rig Mobilization	1	Lump Sum	\$1,000	\$1,000
Environmental Drilling Contractor – HSA Drilling and 2" Well Installation	285	Foot	\$30	\$8,408
Environmental Drilling Contractor – Geoprobe Drilling	35	Foot	\$9	\$315
Environmental Drilling Contractor - Per Diem	4	Day	\$150	\$600
Environmental Drilling Contractor - Standby Rate	0	Hourly	\$140	\$0
Flushmounts	10	Each	\$170	\$1,700
Drums	17	Each	\$60	\$1,020
<b>Task 1 Subtotal</b>				<b>\$14,163</b>
<i>Task 2: Environmental Field Work &amp; Project Reporting</i>				
Coordination	8	Hourly	\$90	\$720
Field Oversight, Sampling and Well Development Labor	84	Hourly	\$90	\$7,560
Sampling Equipment, Field Supplies, Vehicle	7	Day	\$300	\$2,100
Per Diem	7	Day	\$150	\$1,050
Phase II ESA Report	1	Report	\$3,500	\$3,500
Waste Profile Preparation, MHP & Additional Consulting (e.g. on-site treatment evaluation)	TBD	Hourly	\$100	TBD
<b>Task 2 Subtotal</b>				<b>\$14,930</b>
<i>Task 3: Laboratory Analysis</i>				
<i>Soil Characterization</i>				
Soil Characterization Analytical – VOC, PNAs, RCRA Metals and pH1	2	Sample	\$325	<b>\$650</b>
Soil Characterization Analytical – VOC, RCRA Metals, PCBs, SVOCs and pH	3	Sample	\$480	<b>\$1,440</b>
Soil Characterization Analytical – TCLP RCRA Metals (One metal - only if necessary for CCDD determination)	1	Sample	\$75	<b>\$75</b>
Soil Characterization Analytical – TCLP RCRA Metals (Two metals - only if necessary for CCDD determination)	1	Sample	\$85	<b>\$85</b>
<i>Groundwater Characterization</i>				
Groundwater Characterization Analytical – VOC, PNAs, RCRA Metals (duplicate)	1	Sample	\$315	<b>\$315</b>
Groundwater Characterization Analytical – VOC, PNAs	9	Sample	\$200	<b>\$1,800</b>
Total Metals (Al, Ba, B, Cd, Ca, Cr, Cu, Fe, Pb, Mn, K, Ag, Na, Zn, Se, V)	9	Sample	\$145	<b>\$1,305</b>



Dissolved Metals (Al, Ba, B, Cd, Ca, Cr, Cu, Fe, Pb, Mn, K, Ag, Na, Zn, Se, V)	9	Sample	\$145	<b>\$1,305</b>
Chromium –Hexavalent, Trivalent (total)	9	Sample	\$50	<b>\$450</b>
Chromium –Hexavalent, Trivalent (dissolved)	9	Sample	\$50	<b>\$450</b>
Ferrous Iron (total)	9	Sample	\$25	<b>\$225</b>
Ferrous Iron (dissolved)	9	Sample	\$25	<b>\$225</b>
Speciated Arsenic (total)	9	Sample	\$225	<b>\$2,025</b>
Speciated Arsenic (dissolved)	9	Sample	\$225	<b>\$2,025</b>
Alkalinity, as CaCO3 (total)	9	Sample	\$16	<b>\$144</b>
Alkalinity, as CaCO3 (dissolved)	9	Sample	\$16	<b>\$144</b>
Cyanide (total)	9	Sample	\$28	<b>\$252</b>
Cyanide (dissolved)	9	Sample	\$28	<b>\$252</b>
Chloride (total)	9	Sample	\$17	<b>\$153</b>
Chloride (dissolved)	9	Sample	\$17	<b>\$153</b>
Nitrogen, Nitrate + Nitrite (total)	9	Sample	\$17	<b>\$153</b>
Nitrogen, Nitrate + Nitrite (dissolved)	9	Sample	\$17	<b>\$153</b>
Sulfate (total)	9	Sample	\$17	<b>\$153</b>
Sulfate (dissolved)	9	Sample	\$17	<b>\$153</b>
Oil & Grease (gravimetric)	9	Sample	\$56	<b>\$504</b>
Total Organic Carbon (TOC)	9	Sample	\$56	<b>\$504</b>
Total Suspended Solids (TSS)	9	Sample	\$50	<b>\$450</b>
Turbidity	9	Sample	\$17	<b>\$153</b>
Mercury (Hg)	9	Sample	\$25	<b>\$225</b>
Total Dissolved Solids	9	Sample	\$14	<b>\$126</b>
<b>Task 3 Subtotal</b>				<b>\$16,047</b>
<b>Total</b>				<b>\$45,140</b>

*1 Rush TAT surcharges are 100% for 48 hours and 75% for 72 hours*

*2 Actual waste characterization analytical costs will be based on results of sampling.*

- 20 - AERATION
- 30 - AERATIC
- 35 - BLOWER
- 39 - MIXED LI
- 40 - FINAL CI
- 45 - RAS/WA
- 50 - FORWARD
- 55 - EXCESS
- 60 - EXCESS
- 70 - SLUDGE
- 75 - BIOSOLII
- 80 - CHLORII

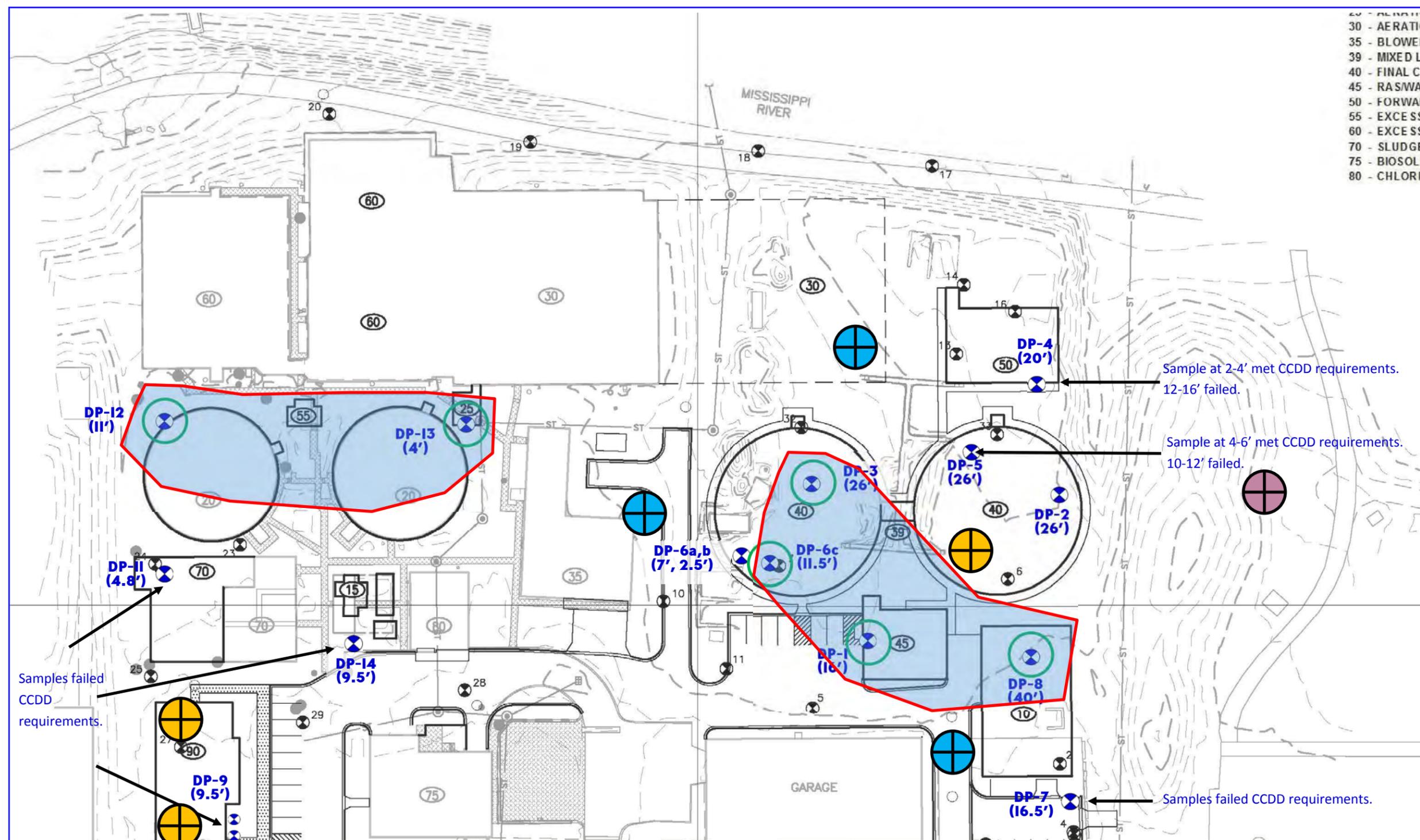
525 JUNCTION ROAD  
SUITE 1900  
MADISON, WI 53717

**PHASE II ESA AND CCDD ASSESSMENT  
PROPOSED BORING AND WELL LOCATIONS  
NORTH SLOPE WWTP  
3RD AVENUE (007 1ST AVENUE)  
MOLINE, ILLINOIS 61265**

**CLIENT**  
CITY OF MOLINE  
30 18TH STREET  
MOLINE, IL 61265

**FIGURE**  
1  
**PROJECT NUMBER**  
TII3314  
**DATE**  
11/20/2013

 **SCALE:** 1" = 60'



**Legend**

-  Soil samples within the boring passed CCDD requirements. Field observations required for verification.
-  Estimated CCDD areas based on information gathered during assessment. Field observations required for verification. **\*Soil on eastern side of the property that is saturated or below water table does not meet CCDD requirements.**
-  **DP-14 (9.5')** Soil boring location, number (depth)
-  Approximate Location of Proposed Soil Boring
-  Approximate Location of Proposed Nested Monitoring Wells
-  Approximate Location of Proposed Off-site Piezometer

# SCHEDULE OF TERMS & CONDITIONS

## 1.0 PROPOSAL ACCEPTANCE

The following terms and conditions ("Terms") shall apply to and are an integral part of the attached proposal between True North Consultants, Inc. (True North) and the Client named in the attached proposal ("Client"). Client's acceptance of the proposal includes acceptance of the Terms and any terms and conditions proposed by the Client will be deemed to materially alter the Terms and are hereby objected to and rejected by True North. Acceptance of this proposal, including acceptance of the Terms, shall occur upon the notification of True North by Client, in writing or orally, to commence performance in accordance with the proposal and the Terms.

## 2.0 WARRANTY

The Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys or explorations are made, and that site conditions may change with time. Data, interpretation, and recommendations by True North will be based solely on information available to True North. True North is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed. Client acknowledges that whenever a Project involves hazardous or toxic materials and/or investigations of chemicals in the environment, there are inherent uncertainties involved (such as limitations on laboratory analytical methods, variations in subsurface conditions and the like) that may adversely affect the results of the Project, even though the services are performed with skill and care. True North shall perform the services consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the same time the services are performed. No other warranty, expressed or implied, is made.

## 3.0 SUBCONTRACTED AND OTHER SERVICES

- 3.1 True North will select reputable subcontractors for test borings and/or other explorations or services based on oral or written competitive prices. The contractor's invoices shall be billed in accordance with our proposal. Nothing in this paragraph shall require that services or equipment be obtained through competitive bidding or be available from multiple sources.
- 3.2 On occasion, True North engages the specialized services of individual consultants or other companies to participate in a project. When considered necessary, the cost of such services will be billed in accordance with our proposal.

## 4.0 SITE ACCESS AND SITE CONDITIONS

Client will grant or obtain free access to the site for all equipment and personnel for True North to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted True North free access to the site. True North will take reasonable precautions to limit damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur and the correction of such damage is not part of this Agreement unless so specified in the Proposal. The Client is responsible for the accuracy of locations for all subterranean structures and utilities. True North will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against True North, and agrees to defend, indemnify, and hold True North harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate True North for any time spent or expenses incurred by True North in defense of any such claim with compensation to be based upon True North's prevailing fee schedule/expense reimbursement policy.

## 5.0 BILLING AND PAYMENT

Invoices shall generally be submitted every four weeks for services performed during the previous four weeks. Payment shall be due within 30 days of invoice date. If Client objects to all or any portion of

any invoice, Client will so notify True North in writing within fourteen (14) calendar days of invoice receipt, identify the cause of disagreement, and pay within thirty (30) days that portion of the invoice, if any, not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Client will pay an additional charge of 1-1/2 (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by the Client to True North per True North's current fee schedules. In the event Client fails to pay True North within thirty (30) days after invoices are rendered, Client agrees that True North has the right to suspend this Agreement, without incurring liability to Client, after giving seven (7) days written notice to Client.

## 6.0 DOCUMENTS AND ELECTRONIC FILES

- 6.1 Written Documents: Any letters, reports, or documents prepared by us for Client, are the instruments of our consulting and engineering services. These services provided by us are solely for Client's use for the project and site described in our proposal. Any documents prepared by us for the client shall not, in whole or in part, be disseminated or conveyed to another party, nor used by another party in whole or in part, without prior written consent from True North. The Client shall, to the fullest extent permitted by law, waive any claim against True North, and indemnify, defend, and hold True North harmless for any claim or liability for injury or loss allegedly arising from any third-party reliance on True North's instruments of service without True North's specific authorization to do so.
- 6.2 Electronic Files: The Client hereby grants permission for True North to use information and data provided by the Client, including electronic records produced or provided by the Client in the completion of the project. The Client also grants permission to True North to release True North documents electronically to Consultants, Contractors, and Vendors as required in the execution of the project.

## 7.0 INSURANCE

True North maintains Workmen's Compensation Insurance as required by State law and General Liability Insurance for bodily injury and property damage with an aggregate limit of \$1,000,000 per occurrence. True North will furnish certificates of such insurance upon request. In the event the Client desires additional coverage of this type, True North will, upon the Client's written request, obtain additional insurance (if possible) at the Client's expense. Our liability to the Client for bodily injury or property damage arising out of work performed for the Client for which legal liability may be found to rest upon us, other than for professional errors or omissions, shall be limited to our General Liability Insurance coverage.

## 8.0 ALLOCATION OF RISK

- 8.1 Limitation of Liability: Client agrees to limit True North's liability to Client, and to any other person or entity, for any claim arising from, or alleged to arise from any acts, errors or omissions in the performance of services under this Agreement whether such claim sounds in negligence, breach of contract, strict liability, or other legal theory, except for willful misconduct or gross negligence and including any legal fees or costs awarded under this Agreement, to an aggregate limit of the amount of fees paid to True North under this Agreement, or \$50,000, whichever is greater. If Client prefers not to limit our professional liability to this sum, we shall waive this limitation upon Client's written request, provided that Client agrees to pay for this

# SCHEDULE OF TERMS & CONDITIONS

waiver at a negotiated fee. Client's request for this option must be made at the time Client accepts our proposal. In the event Client makes a claim against us for any act arising out of the performance of our professional services, and fails to prove such claim, then Client agrees to pay all legal and other costs incurred by us in defense of such claim.

- 8.2 Waiver of Consequential Damages: True North and Client agree to waive any claim against each other for consequential damages.
- 8.3 Indemnification: True North shall indemnify and hold harmless Client from and against any and all claims, damages, or liability arising from the negligent performance of services under this Agreement by True North, including injuries to employees of True North. Client shall defend, indemnify, and hold harmless True North from and against any and all claims, damages, or liability arising from or related to Hazardous Materials existing at the Project Site prior to the commencement of True North's services under this Agreement, unless caused by the sole negligence or willful misconduct of True North.
- 8.4 Continuing Agreement: The obligations of this section shall survive notwithstanding termination of this agreement. In the event that Client requests that True North provide additional services, Client's obligations under this section shall apply to such additional services as if such additional services had to be performed as part of this Agreement.

## 9.0 CHANGES

- 9.1 Unforeseen Site Conditions: Client reserves the right to make reasonable changes in the work to be performed after acceptance of this Agreement. Client understands that unforeseen site conditions may require changes in the Scope of Work to be performed.
- 9.2 Unauthorized Changes: If changes are made in True North's work products by Client or persons other than True North, and these changes affect our work, any and all liability against True North arising out of such changes is waived and you assume full responsibility for such changes unless you have given us prior notice and have received from us written consent for such changes.
- 9.3 Client Requested Changes: Upon receipt of a change requested by Client, True North will obtain price quotations from our subcontractors and shall provide Client with a quotation of the cost of having the change performed, and any increase in contract time caused by the change. Client shall authorize the requested change by amending the contract price and contract time.

## 10.0 NOTIFICATION OF HAZARDS

It is Client's duty to notify True North of any information Client has with respect to the existence or suspected existence of Biological Pollutants, Hazardous Materials, oil, or asbestos in the environment, including but not limited to the air, soil, and water at the site. Client will advise True North immediately of any information which Client receives regarding the existence of any such Hazardous Materials or conditions at the site which might present a threat to human health and safety or the environment or impact True North's work products.

## 11.0 BIOLOGICAL POLLUTANTS

True North's scope of work, unless specifically outlined in our written scope of services, does not include the investigation or detection of the presence of any Biological Pollutants in or around any structure. Client agrees that True North will have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants, in or around any structure. In addition, Client will defend, indemnify, and hold harmless Consultant from any third party claim for damages alleged to arise from or be caused by the presence of or exposure to Biological Pollutants in or around any structure, except for damages arising from or caused by True North's sole negligence.

## 12.0 DELAYS, SITE CONTROL, CONFIDENTIALITY AND DISCLOSURE

True North does not assume, by virtue of performing work on or near the site, the responsibility or liability for any aspect or condition of the site that may now or later exist to be discovered. In particular, we do not assume the responsibility to report to any governmental or regulatory agency the existence of any conditions of the site that may present a threat to human health, safety or the environment. True North will not intentionally divulge information regarding the proposal, our services or the report, and which is not in the public domain, except to Client or those whom Client designates. Notwithstanding the foregoing, you understand that we will comply with judicial orders and applicable laws and regulations regarding the reporting to the appropriate public agencies of potential dangers to the public health, safety or the environment.

## 13.0 RCRA COMPLIANCE

Nothing contained in this Agreement shall be construed or interpreted as requiring True North to assume the status of a generator, storer, treater, transporter, or disposal facility within the meaning of the Resource Conservation and Recovery Act of 1976, as amended, or within the meaning of any similar Federal, State, or local regulation or law.

## 14.0 DELAYS

Delays not the fault of True North or contractors shall result in an extension of the schedule equivalent to the length of delay. If such delays result in additional costs to True North, the total project cost shall be equitably adjusted by the amount of such additional costs.

## 15.0 DISPUTE RESOLUTIONS

Any claims or disputes between the Client and True North arising out of the services provided by True North or out of this Agreement shall be submitted to non-binding mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. The Client and True North agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method of dispute resolution among all parties. The laws of the State of Illinois will govern the validity of this Agreement, its interpretation and performance.

## 16.0 MISCELLANEOUS

- 16.1 Controlling Law: The law of the State of Illinois will govern the validity of these Terms, their interpretation and performance, as well as the contract entered into between the parties to which these Terms relate. If any part of this Agreement shall be held illegal, unenforceable, void, or voidable by any court of competent jurisdiction, each of the remainder of the provisions shall nevertheless remain in full force and effect as a separate contract and shall in no way be affected, impaired, or invalidated.
- 16.2 Severability/Integration/Modification: This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties, and any negotiations, proposals, or oral agreements are intended to be integrated herein and to be superseded by this Agreement. This Agreement may not be modified or altered, except by an Agreement in writing and signed by authorized representatives of both parties hereto, which specifically refers to this Agreement.
- 16.3 Waste Manifests: If during remedial construction activities waste manifests are required, Client shall provide an authorized person to sign manifests or agrees to provide True North with a written limited power of attorney to sign manifests.

## END OF TERMS AND CONDITIONS

REVISED April 5, 2011

**LICENSEE:**        *2014 Special Event*

**LICENSING AGREEMENT**

**PARTIES:**        The LICENSOR is the City of Moline, Illinois, a municipal corporation, hereinafter called the CITY.

The LICENSEE is *2014 Special Event* hereinafter called the LICENSEE.

**PREMISES:**                        *Public right-of-way or council adopted street closure*

**USE:**                LICENSEE shall be allowed only to: Use a public roadway, other right-of-way, and City property for the festival/parade/race event.

**INTEREST**        LICENSEE acquires only the right to: Use a public roadway, other right-of-way, and City property in conjunction with the *2014 Special Event*.

The Licensing Agreement is not assignable without prior written approval of the CITY and the LICENSEE shall give the CITY at least twenty-one (21) days notice in writing of the intention to assign. If assignment is made without notice and approval, the CITY, in addition to any remedies for breach hereof, may hold the LICENSEE responsible for all things to be done, fees to be paid and documents to be filed under the terms hereof. No proprietary, ownership, possessory, possessatory, or other rights, except as specifically given herein, are to be acquired by the LICENSEE.

**TERM:**                        *The term of this Licensing Agreement is from:*

*date and time of Council approved street closure or use of City Property (Bass Street, Historic Block Courtyard, or Parking Lots J, M, N, P, T, U, W and Y.)*

**FEE:**                The usage charge is waived.

**CONDITIONS:**    LICENSEE shall indemnify and hold the CITY harmless from all acts in connection with use or misuse of the premises, and from any/all accidents on the premises. The LICENSEE shall procure, at its own expense, an Insurance Policy also **naming the CITY as additional insured** to protect the CITY from all damages to person or property on the premises resulting from accidents on the premises and also **naming the STATE OF ILLINOIS as an additional insured, if applicable**. Said policy or certificate shall be deposited with the CITY prior to the event and shall be in an amount not less than \$ \_\_\_\_\_, and ***shall contain language satisfactory to the City of Moline***, pursuant to Chapter 6, Section 2104, of the Moline Code of Ordinances.

LICENSEE shall be the primary insured.

LICENSEE shall have the duty and responsibility to maintain the premises in a safe and neat condition, as determined by the CITY.

Upon termination of the Licensing Agreement, LICENSEE shall restore the premises to its condition prior to issuance of Licensing Agreement, or property on the premises shall become the property of the CITY - at the CITY' s option.

Any construction on the premises shall be done under the direction of the CITY. The CITY and its authorized agents shall have the right to enter upon the premises for municipal purposes.

LICENSEE:

CITY OF MOLINE, ILLINOIS:

\_\_\_\_\_  
*2014 Special Event Coordinator*

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_

Address and Telephone:

Attest: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
\_\_\_\_\_

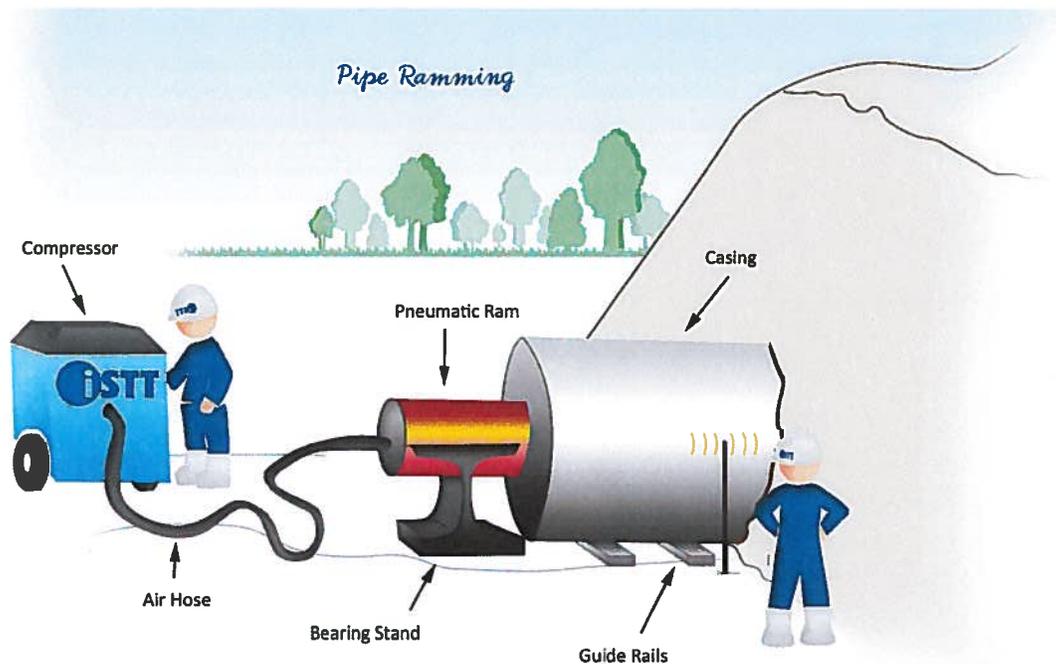
Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Law Director

## Pipe Ramming

Pipe ramming is a trenchless method for installing steel casing pipe under roads, railroads and other structures. The casing is installed open ended, which allows the soil to enter the casing. Containing the soil in the casing minimizes the potential for surface settlement, which allows the casing to be installed at relatively shallow depths and in difficult soil conditions including flowing sands, gravel, cobbles, and boulders. Pipe ramming is also used to install wash-over casings in directional drilling operations to bypass difficult soil conditions at the launch or exit areas.



Pipe ramming is a straightforward process. The product or casing pipe, fitted with a cutting shoe and lubricant pipes, is positioned on rails located on a stable platform, which allows the casing to be pushed into soil embankment on the designed alignment. A pneumatic hammer powered by compressed air is attached to the casing using a cone or collet/collar system. The ram hammers the open ended casing pipe through the soil to the exit area. Additional pipe lengths may be welded onto the casing periodically to lengthen the drive. Some soil may be removed during installation to reduce frictional drag of the casing but enough soil is kept in the casing until the completion of the drive to maintain a plug at the face of the casing. The soil contained in the casing when the drive is completed is removed typically by water or by air-pressure, or in the case of larger casings by auger.