

Committee-of-the-Whole Agenda

6:30 p.m.

Tuesday, November 4, 2014

Questions on the Agenda

Agenda Items

- 1. Revolving Loan Fund Guideline Amendment** (Annaka Whiting, Housing Grant Compliance Analyst)
- 2. Subordination Agreement – Façade Program** (Annaka Whiting, Housing Grant Compliance Analyst)
- 3. Change Order – North Slope** (Greg Swanson, Utilities General Manager)
- 4. Professional Services Proposal – North Slope** (Greg Swanson, Utilities General Manager)
- 5. Other**
- 6. Public Comment**

Explanation

1. A Resolution authorizing approval of an amendment to the Revolving Loan Fund Guidelines. (Annaka Whiting, Housing Grant Compliance Analyst)

Explanation: The City's Revolving Loan Fund has not been utilized in over a year. Staff, with Loan Committee's knowledge and consent, proposes lowering the interest rate to the Revolving Loan Fund Guidelines to make the program more marketable and attractive to potential business owners. Approval of this item would authorize an amendment to the Revolving Loan Fund Guidelines. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: Approximately \$200,000+ is available to loan
Account Number 231-0735-492.11-65
Public Notice/Recording: N/A
Goals Impacted: Strong Local Economy

2. A Resolution authorizing the Mayor and City Clerk to execute a Subordination Agreement for a Mortgage held against 4512 Avenue of the Cities, through the Façade Program. (Annaka Whiting, Housing Grant Compliance Analyst)

Explanation: Bank Orion has recently refinanced a property located at 4512 Avenue of the Cities, which is owned by Jack Laud. The City currently has a recorded Mortgage against that property for a façade grant that was given to Mr. Laud in 2013. Through the Façade Program, the loan is forgivable after five years with the condition that the property be maintained until 2018, when the loan is expected to be forgiven. Prior to Bank Orion refinancing, the City was in 3rd position behind existing mortgages. Bank Orion has refinanced and paid out the first two mortgages against the property with the condition that the City subordinate and be moved up to 2nd position so that Bank Orion can take 1st position. This is the first subordination request through the Façade Program; nonetheless, staff is comfortable with subordinating given the fact that the refinancing will allow the City to move up to 2nd position from 3rd, while taking into consideration that there is still sufficient equity in the building in the event the loan defaults prior to 2018. Approval of this item would authorize execution of the Subordination Agreement for 4512 Avenue of the Cities. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: Recording Required
Goals Impacted: Strong Local Economy
Quality Neighborhoods & Vibrant Downtown

3. A Resolution authorizing the Utilities General Manager to approve Change Order #1 to the Contract with Williams Brothers Construction, Inc., for the North Slope Wastewater Plant Improvements Project. (Greg Swanson, Utilities General Manager)

Explanation: The North Slope Wastewater Plant Improvements Project's scope of work includes the procurement and installation of four new high-speed, high-efficiency blowers. The Project bidding documents required bidders to specifically indicate in their bids either APG-Neuros or GE-Roots as the brand of high-speed, high-efficiency blowers to be furnished if awarded the contract. The City accepted a bid from Williams Brothers Construction, Inc., which included GE-Roots blowers. However, subsequent to the bid opening and award, City staff learned that a licensing agreement between GE-Roots and Turbomax, the blower manufacturer, had not been renewed; said licensing agreement had allowed Turbomax blowers to be sold under the GE-Roots name in the United States. As a result, City staff has determined that it is in the City's best interests to install fully licensed APG-Neuros blowers in the Project. The change order increases the original contract value of \$37,082,000 to \$37,238,665, as follows:

Contract Cost with GE-Roots Blowers	Change Order Amount	Contract Cost with APG-Neuros Blowers
\$37,082,000	\$156,665	\$37,238,665

Staff requests authorization to approve Change Order #1 in the amount of \$156,665 allowing Williams Brothers Construction, Inc. to furnish four APG-Neuros blowers for the North Slope Wastewater Plant Improvements Project. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: Funds are budgeted in account #320-1838-433.08-06
Public Notice/Recording: N/A
Goals Impacted: Upgrade City Infrastructure & Facilities

- 4. A Resolution authorizing the Utilities General Manager to accept a professional services proposal from True North Consultants for environmental construction oversight services required for the North Slope Wastewater Plant Improvements Project.** (Greg Swanson, Utilities General Manager)

Explanation: Several environmental conditions of potential concern exist at the North Slope Wastewater Plant Improvements Project site. True North Consultants (“True North”) is very familiar with these environmental site conditions and has submitted a proposal to provide the required oversight to monitor and document the contractor’s activities in relation to these site conditions. True North’s oversight services involve four primary areas of activity: 1) Preparation of Material Handling Plan; 2) Environmental Monitoring & Oversight; 3) Dewatering System Observation, Sampling & Analysis; and 4) Preparation of a Summary Report. These environmental construction oversight services are considered to be essential to the success of the Project. City staff requests authorization to accept True North Consultants’ proposal, which includes an estimated cost range of \$53,630 to \$81,020, and specific unit prices for added scope work, should such work be required. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: Funds are budgeted in account #320-1838-433.03-22
Public Notice/Recording: N/A
Goals Impacted: Upgrade City Infrastructure and Facilities

Proposed Changes City of Moline

Revolving Loan Fund – City of Moline

- ~~Up to \$7,500/FTE~~ **\$10,000/FTE**
- FTEs must be created within two years
- **Minimum loan amount \$10,000**
- Maximum loan amount ~~\$250,000~~ **\$100,000**
- Working capital, equipment, renovations
- New project – cannot be underway
- Secondary financing
- ~~Interest Rate 4% and~~ **Loan approved at 50% below Prime rate – fixed, 5 year term; loan approved at Prime rate – fixed, 10 year term.**
- **Prime rate determined by bankrate.com and signed off by applicant when application submitted.**

Prime rate, federal funds rate, COFI			
	This week	Month ago	Year ago
WSJ Prime Rate	3.25	3.25	3.25
<u>Federal Discount Rate</u>	0.75	0.75	0.75
<u>Fed Funds Rate (Current target rate 0-0.25)</u>	0.25	0.25	0.25
<u>11th District Cost of Funds</u>	0.667	0.676	0.956

- 10% of total project cost – Owner’s contribution
- Present to City’s Loan Committee for approval/denial
- City Council – Final Approval

**Prepared by and
after recording mail to:**

City of Moline
Planning & Development Dept.
619 16th Street
Moline, IL 61265
Attn: Ray Forsythe

SUBORDINATION AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2014, by City of Moline, Illinois, hereinafter referred to as "City," present holder of the mortgage recorded in Official Record as Document No. 2014-08984 in the Recorder's Office of Rock Island County, Illinois, and hereinafter referred to as "Mortgage";

WITNESSETH

THAT WHEREAS, Jack Laud, as owner of the real property described herein(hereinafter "Owner") did execute a Mortgage, dated December 17, 2013, in favor of City, as mortgagee, covering the following described real property to wit:

Lots Number One (1), Two (2), Four (4) and Five (5) in Nino Cabry's Subdivision of the East one-half of Lots Eighteen (18), Nineteen (19), Twenty (20) and part of Lot Twenty-One (21) in J. Edw. Weaver's First Addition to Moline, Illinois and located in the Southeast Quarter of Section Number Three (3) in Township Number Seventeen (17) North, Range Number One (1) West of the Fourth Principal Meridian, situated in Rock Island County, Illinois (4512 Avenue of the Cities, Moline, IL).

WHEREAS, Owner has executed a mortgage and note in favor of Bank Orion, hereinafter referred to as "Lender," said mortgage dated October 24, 2014, and recorded as Document No. 2014-18655, payable with interest and upon the terms and conditions described therein; and

WHEREAS, it is a condition precedent to obtaining said loan that Lender's mortgage last above mentioned shall unconditionally be and remain at all times a lien or charge upon the real property hereinabove described, prior and superior to the City's Mortgage lien first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the mortgage securing the same is a lien or charge upon the above described property prior and superior to the City's Mortgage lien first above mentioned and provided that City will specifically and unconditionally subordinate its lien first above mentioned to the lien or charge of the mortgage in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and City is willing to have the Lender's mortgage securing the same shall, when recorded, constitute a lien or charge upon said real property which is unconditionally prior and superior to the City's Mortgage lien first above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

1. That said mortgage securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the City's lien or charge of the Mortgage first above mentioned.
2. That Lender would not make its loan above described without this subordination agreement.
3. That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the City's Mortgage first above mentioned to the lien or charge of the mortgage in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the City's Mortgage and Lender's mortgage lien, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the City's Mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to another mortgage or mortgages.

City declares, agrees and acknowledges that

It subordinates the lien or charge of the City's Mortgage first above mentioned in favor of the lien or charge upon said real property of the mortgage in favor of Lender above referred to and understands that in reliance upon, and in consideration of this subordination, specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this subordination.

Dated this _____ day of _____, 2014

IN WITNESS WHEREOF, MORTGAGEE has caused its Corporate Name to be hereunto subscribed by its Mayor and duly attested Corporate Seal to be hereunto affixed by its City Clerk all in the CITY OF MOLINE this _____ day of _____, A. D., 2014.

Attest:

_____(Seal)

Printed Name: Scott Raes

Mayor of the City of Moline

_____(Seal)

Printed Name: Tracy Koranda

City Clerk

Approved as to form:

City Attorney

STATE OF ILLINOIS)
)
COUNTY ROCK ISLAND) ss

On this ____ day _____, A.D. 2014 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Scott Raes, Mayor and Tracy Koranda, City Clerk to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Moline that said instrument was signed on behalf of said City of Moline, an Illinois Municipal Corporation, by authority of its Articles of Organization; and that the said Scott Raes as such Mayor, acknowledged the execution of said instrument to be the voluntary act and deed of said City, by it and by him voluntarily executed.

Notary Public



Strand Associates, Inc.[®]
 910 West Wingra Drive
 Madison, WI 53715
 (P) 608-251-4843
 (F) 608-251-8655

October 28, 2014

CHANGE ORDER NO. 1

PROJECT: North Slope Wastewater Treatment Plant Improvements
OWNER: City of Moline, Illinois
CONTRACT: 1-2014
CONTRACTOR: Williams Brothers Construction, Inc.

Description of Change

1a	Provide four APG Neuros High Speed Aeration Blowers in lieu of GE Energy Roots (RFP No. 1).	ADD	\$156,665
TOTAL VALUE OF THIS CHANGE ORDER:		ADD	\$156,665

Contract Price Adjustment

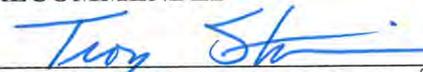
Original Contract Price	\$37,082,000
Previous Change Order Adjustments	\$0
Adjustment in Contract Price this Change Order	\$156,665
Current Contract Price including this Change Order	\$37,238,665

Contract Completion Date Adjustment

Original Contract Substantial Completion Date	April 30, 2017
Original Contract Final Completion Date	June 30, 2017
Contract Completion Date Adjustments due to previous Change Orders	0 days
Contract Completion Date Adjustments due to this Change Order	0 days
Current Contract Substantial Completion Dates including all Change Orders	April 30, 2017
Current Contract Final Completion Dates including all Change Orders	June 30, 2017

This document shall become a supplement to the Contract and all provisions will apply hereto.

RECOMMENDED



 ENGINEER—Strand Associates, Inc.[®] Date 10/28/14

APPROVED

 CONTRACTOR—Williams Brothers Construction, Inc. Date _____

APPROVED

 OWNER—City of Moline Date _____

TWS:plh\S:\MAD\3600--3699\3676\014\Wrd\Change Orders\CO1.docx



**WILLIAMS
BROTHERS**
CONSTRUCTION, INC.

Letter of Transmittal

Date October 16, 2014

TO: Strand Associates, Inc.
910 West Wingra Drive
Madison, WI 53715

RE: Moline North Slope
007 1st Avenue
Moline, Illinois 61265
Purchase Order No. CWA-478

ATTN: Troy Stinson

GENTLEMEN:
WE ARE SENDING YOU

- HEREWITH
- UNDER SEPARATE COVER
- BY MESSENGER

THE FOLLOWING DRAWINGS:

LATEST DATE	Submittal NO.	NO. OF COPIES	DESCRIPTION	VENDOR	STATUS
10/16/14		1	Proposal No. 1- Revise Blowers	Williams Brothers Construction Inc.	For Approval

- FOR YOUR APPROVAL AND/OR CORRECTION; RETURN _____ COPIES _____
- PROCEED WITH FABRICATION _____
- CORRECT AND RESUBMIT _____ COPIES _____
- FOR YOUR FILES AND/OR JOB USE _____
- FOR YOUR ESTIMATING USE; PLEASE PROVIDE US WITH YOUR PROPOSAL BY _____
- DELIVERY REQUIRED _____

COMMENTS

Please let us know if additional information is needed to process.

C.C. File _____
Job _____

WILLIAMS BROTHERS CONSTRUCTION INC.

BY 
Joey Metzloff



WILLIAMS BROTHERS
CONSTRUCTION, INC

Contractor's / Subcontractor's Proposal Breakdown Summary

Date: 10/16/14

RFP No. 1

Engineer:
Strand Associates, Inc.
910 West Wingra Drive
Madison, WI 53715

OWNER: City of Moline
PROJECT: North Slope WWTP Improvements

WBCI Project # 478

I DESCRIPTION OF CHANGE:

Furnish APG Neuros Blowers in Lieu of GE Roots

II SUMMARY OF DETAILED BREAKDOWN

	Additions	Deletions	Net Total
A. MATERIAL-	\$130,739.00	\$0.00	\$130,739.00
B. LABOR-	\$0.00	\$0.00	\$0.00
C. EQUIPMENT	\$0.00	\$0.00	\$0.00
D. OTHER COSTS			
1. SAFETY	(1% of LABOR) - Deletion -0-		\$0.00
2. EXPENDABLE TOOLS	(2.5% of LABOR) - Deletion -0-		\$0.00
E. NET TOTAL		(A+B+C)	\$130,739.00
F. OVERHEAD AND PROFIT		(E x 15%) - Deletion -0-	\$19,610.85
G. TOTAL WORK PERFORMED BY CONTRACTOR		(Lines E+F+D1+D2)	\$150,349.85

III CONTRACTOR'S MARK-UP ON WORK OF SUBCONTRACTORS

Detailed Breakdowns and summaries from each contractor must be attached.

SUBCONTRACTOR: Firm Name	CONTRACT WORK: Description	PROPOSAL
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
H.		\$0.00
I. CONTRACTOR'S MARK-UP on work of subcontractors	(Line H x5%)	\$0.00
J. PROPOSAL	(Lines G+H+I)	\$150,349.85
K. BONDS	(2.5% of PROPOSAL) - Deletion -0-	\$3,758.75
L. BUILDER'S RISK INSURANCE	(1.7% of PROPOSAL) - Deletion -0	\$2,555.95

IV TOTAL PROPOSAL

M. TOTAL PROPOSAL for subject RFP ~~increase~~ (decrease) in contract amount **\$156,665**

N. The work for this RFP will require an extension of time of 0 Calendar Days.

CONTRACTOR

(SIGNATURE).....

Joey Metzloff

Title: Project Manager

Date: 10/16/14

Stinson, Troy

From: Dave Williams <dave@wbci.us>
Sent: Tuesday, September 30, 2014 4:24 PM
To: 'Swanson, Greg'; Stinson, Troy
Subject: FW: Moline IL - APG-Neuros proposal
Attachments: Moline IL Scope 250914.pdf; ATT00001.htm

From: Carmen Cerrelli [<mailto:CCerrelli@apg-neuros.com>]
Sent: Tuesday, September 30, 2014 2:15 PM
To: dave@WBCI.US
Subject: Fwd: Moline IL - APG-Neuros proposal

Hi Dave, I'm re sending the email and scope. See below and attached.

Carmen Cerrelli

Begin forwarded message:

From: Carmen Cerrelli <CCerrelli@apg-neuros.com>
Date: September 25, 2014 at 9:43:48 AM CDT
To: "dave@WBCI.US" <dave@WBCI.US>
Cc: Patrick Gedgaudas <PGedgaudas@apg-neuros.com>
Subject: Moline IL - APG-Neuros proposal

Hi Dave, thank you for taking my call this morning.

Attached is our proposal for the North Slope Wastewater Treatment Plant Moline, IL project. Our proposal is in FULL CONFORMANCE to the specification. We are the basis of design for the blowers and master control panel and have no deviations. I have also included all external accessories such as the Endustra air filters, high performance silencers and Selkirk stack caps as well as all the required start-up days and testing requirements.

We are committed to working with you and Strand Associates on this project and we are offering you the equipment package at \$596,000 USD (freight included, excludes taxes). This is a significant price reduction from our initial offer.

Please let me know if you have any questions or comments.
We look forward to a successful project with you.

Regards,

Carmen Cerrelli, B.Eng.
Manager of Inside Sales Engineering
Sans frais / Toll Free: 1 866 592-9482 ext. 2103
Télécopieur / Fax: 450 939-2115
ccerrelli@apg-neuros.com

www.apg-neuros.com

Siège Social/ Headquarters

1270 Michèle-Bohec
Blainville, QC J7C 5S4
Canada

Usine de Production É-U/ US Production Facility

160 Banker Road
Plattsburgh, NY 12901
United States

Visionnez notre vidéo sur les soufflantes à haute efficacité en visitant le www.apg-neuros.com
To see a video on NX Turbo Blower, please go to www.apg-neuros.com

Avis sur la confidentialité et avertissement relatif à la Loi sur l'accès aux documents des organismes publics et sur la protection des renseignements personnels (L.R.Q., c.A-2.1)

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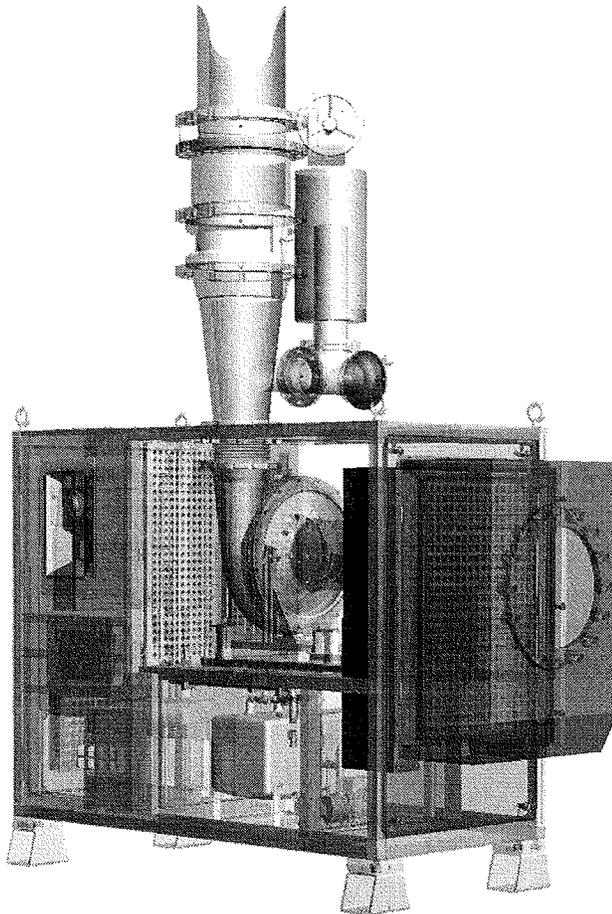
Moline, IL

High Speed Turbo Blower

Bid Scope of Supply
Proposal # 1177-110513-DE

Submitted by:

APGN Inc. *dba* APG – Neuros



~~596,000~~

APGN Inc. *dba* APG-Neuros

1270 Michèle-Bohec, Blainville, Québec J7C 5S4, Canada, Tel : (450) 939-0799

www.apg-neuros.com



September 25th, 2014

Dave Williams
Williams Brothers Construction
PO BOX 1366
Peoria, IL 61654
(309) 688-0416

North Slope Wastewater Treatment Plant – City of Moline, Illinois

Reference: Specification 11374 – High Speed Aeration Blowers
Addendum No.1-No.2 - *Acknowledged*

Subject: Contract 1-2014 – Wastewater Treatment Plant Improvements

Dear Mr. Williams,

APG-Neuros is pleased to submit the following proposal in response to the above referenced inquiry.

APG-Neuros Turbo Blower Scope of Supply:

A. Four (4) NX100-C080 APG-Neuros NX Turbo Blowers system packages, to be installed *indoors*, rated for conditions as shown on the specification, complete with integrated components as follows:

- Blower core including high efficiency impeller, permanent magnet synchronous motor, bump-foil air bearings
- High Performance, UL & CSA certified, KEB Variable Speed Drive and Inverter specially tuned for high speed motor, 3/60/480 Volts
- Input Line Reactor to minimize harmonics
- Sine-wave (sinus) filter for cooler running motor
- Blower Local Control Panel and 6" Touch Screen – Allen Bradley CompactLogix
- Provisions for Remote Control capability via Ethernet, LAN or Hard wiring
- Temperature sensors for motor, bearing, inlet and discharge air flow
- Pressure sensors for inlet and discharge conditions
- Pressure sensor and alert for air filter condition
- Built in Flow Indication
- Built in Speed measurement
- Voltage Surge Protection
- Internal Expansion Joint
- Internal vibration and dynamic effect Absorption Mounts
- Built in vibration sensor and transmitter
- Integral Harmonic Filter – Mirus Passive type meets IEEE 519 Total Harmonic Distortion
- Polyester inlet air filters with >95% efficiency @ 10 microns

APG-Neuros Proprietary Information Provided in Strict Confidence

- Uninterruptible Power Supply for PLC - Industrial grade – (10 minutes)
- All above components within a sound attenuating enclosure with a *Flanged Inlet*

B. Each blower is complete with following ship loose items:

- One (1) Discharge Expansion Cone
- One (1) Blow-off bypass valve to blow-off air flow during start/shutdown sequence
- One (1) Universal SU5 Series Blow-off silencer to silence air flow
- One (1) Maxi-Joint EPDM flexible connector for the blow-off line, 5"
- One (1) Selkirk Metalbestos Stack Caps with Birdscreens, 5"
- One (1) US Valve wafer style discharge Check valve, 8"
- One (1) Maxi-Joint EPDM flexible connector for discharge, 8"
- One (1) Bray Series 30 discharge Butterfly valve with Series 70 electric actuator, 12"
- One (1) Maxi-Joint EPDM flexible connector for the inlet, 12"
- One (1) Endustra Tri-Vent Series P09 intake filter silencer, 12"

C. Aeration Equipment

- One (1) Master Control Panel – Allen Bradley CompactLogix Series

D. Submittal Information: Copies as required

- Qualifications of APG-Neuros
- Quality of Construction
- Power Guarantee
- Product Data
- Detailed Drawings
- Quality Control
- Certified Blower Test
- Operation and Maintenance Manuals
- Two (2) Copies of the PLC Software

E. Payment Terms:

- 15% upon issuance of shop drawings
- 75% at delivery to Jobsite or offer to ship based on agreed upon schedule
- 10% upon Start-up, no later than 90 days after Delivery
- All payment invoices are paid Net 30 and must be paid in full prior to start-up scheduling
- 1.5% Interest charge per month will be added to past due accounts.
- Payment shall not be dependent on the buyer being paid by any third parties or equipment acceptance by owner.

F. Proposal Validity and Seller Terms and Conditions

- Unless otherwise specified elsewhere in the Sales Agreements, the prices in this proposal are valid for ninety (90) days from the issue date on the cover page.
- This proposal, unless otherwise specified herein this document, is subject to the Seller's General Terms and Conditions of Sales available upon request.
- Final price is subject to change contingent on final conformed specification review, if applicable.

APG-Neuros Proprietary Information Provided in Strict Confidence

G. Factory Inspection and Tests

- Factory Acceptance Performance Test to ASME PTC-10 'Type 2' standard
- Factory Witnessed Engineer Testing
- Two (2) Air Fares + Travel Expenses for Witnessing Engineers
- Factory Acceptance Test to include 5-8 test points per blower specification. Additional test points can be supplied. *(See price adder Section L for details).*

H. Warranty

- Blowers and appurtenances (parts and labor) will be warranted for a period of Two (2) years from the date of start-up not to exceed thirty (30) months from delivery, whichever occurs first.

I. Technical Support

- APG-Neuros will provide services of a qualified technician on site for start-up, field testing and operator training for a total of eleven (11) days, performed over five (5) trips to site.

J. Spare parts

- Four (4) sets of inlet air filters
- One (1) metal tool boxes and tool kits

K. Quality Assurance / Certifications

- APG-Neuros Turbo Blower is UL1450 certified
- Neuros production system is certified to ISO 9001

L. Price.....To Follow..... lot price

- Price is Net F.O.B. shipping destination, and Excludes Taxes.
- Price covers Items A through K above.

Price adders, can be provided when requested or required in specifications at following additional cost *(not included in the price above)*:

- Additional On-site Technical Assistance, per day \$2,000.00 USD
- Additional Five (5) Test Points during factory test, per blower \$1,150.00 USD

M. Delivery Lead time

- Submittals shall be issued two (2) weeks from manufacturers acceptance of PO
- Blowers shall be shipped twelve (12) weeks from approval of shop drawings.

N. Exclusions

APG-Neuros Proprietary Information Provided in Strict Confidence



The following items are not included in this scope of supply and shall be the responsibility of others.

- Anchor Bolts (by Contractor)
- Piping Reducer and Increaser (by Contractor)
- Equipment Pad (by Contractor)
- DO Analyzers, Air Flow Meters, Aeration Valves (by SCADA integrator)
- Seismic Calculations
- Blower Installation
- Piping for suction, discharge, gauge, vent, seal, etc. and miscellaneous fittings
- Harmonic Mitigation testing on site
- Electrical and Controls of any kind beyond those provided inside the Turbo Blower enclosure or otherwise listed in this scope of supply.

We appreciate the opportunity to quote APG-Neuros Turbo Blowers and look forward to a successful project.

For any questions regarding Procurement, Service and Warranty information, please contact:

APG-Neuros Sales Department
1270 Michèle-Bohec
Blainville, Québec J7C 5S4
Phone 450-939-0799
Fax 450-939-2115

APG-Neuros Proprietary Information Provided in Strict Confidence



Marshall-Bond Pumps, Inc.
118 Kirkland Circle, Suite G
Oswego, IL 60543
Phone (630) 978-PUMP (7857)
Fax (630) 978-7872

Fax

To: Estimating Department **From:** Jason Metz
Fax: **Date:** August 22, 2014
Phone: **Pages:** 1
Re: **CC:**

Urgent For Review Please Comment Please Reply Please Recycle

•Comments:

GE Roots PRICING For Section 11374 High Speed Aeration Blowers North Slope WWTP improvements Moline IL.

Total Price = \$465,261.00 includes all equipment/services in GE proposal 1166365.

EXCEPTIONS, COMMENTS, CLARIFICATIONS, GE'S TERMS AND CONDITIONS, DIMENSIONAL DRAWINGS AND PERFORMANCE CURVES WERE SENT 8-21-14.

CONTACT:

Jason Metz

Marshall-Bond

920-469-7708

October 22, 2014

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

**Re: Construction Oversight
North Slope WWTP
3rd Avenue (007 1st Avenue), Moline, Illinois
Proposal #TI4-383**

True North Consultants, Inc. (True North) is pleased to provide this proposal to perform construction oversight during wastewater treatment plant renovations at the North Slope WWTP property located at 3rd Avenue (007 1st 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 recommended the performance of a groundwater assessment and additional soil sampling for uncontaminated soil delineation. The groundwater assessment indicated that groundwater removed from the quarry and the surrounding area contained low levels of multiple contaminants. Further delineation of the uncontaminated soil areas were also accomplished during the additional soil sampling activities.

True North prepared a comprehensive report documenting the findings of the groundwater investigation and additional soil sampling activities. True North shall use this report as guidance for additional services proposed in this report.

SCOPE OF SERVICES

Task I: Preparation of Material Handling Plan

True North shall develop a Material Handling Plan (MHP) to manage materials during renovation activities. The MHP will provide guidance concerning the handling of soil and groundwater removed from the property subsurface. The MHP will be prepared in coordination with the contract specification prepared by Strand Associates, Inc.® (Strand®). At a minimum the MHP will provide the following information:

- a. Define the areas of known contamination in soil for Williams Brothers Construction Company, Inc. (Contractor) and provide soil management guidance for specified areas.
- b. Identify the currently-defined areas of certified “Uncontaminated Soil” in both the vertical and horizontal planes on-site per the True North soil assessment.
- c. Include a Dewatering System Observation and Sampling Plan that specifies site dewatering system data to be collected, responsibilities of sampling by the Contractor and the Owner, sampling protocol, frequency, and analytical parameters.

The preparation of the MHP shall be a coordinated effort between the Contractor, the City of Moline (Owner), and True North. True North shall contact the Contractor to discuss planned efforts for excavation activities and groundwater treatment included within existing renovation program.

The MHP will be prepared and submitted to Strand®, the Owner, and the Contractor in draft format for review prior to soil and groundwater handling activities.



Task 2: Environmental Monitoring & Oversight

True North shall provide a qualified field technician to perform environmental monitoring and oversight related to previously identified contaminated materials and suspect materials identified during renovation activities. At a minimum, True North shall provide the following services:

- a. Schedule environmental monitoring and observation activities with Owner and Contractor and mobilize to the site to observe and document site activities associated with soil and groundwater management. The following activities shall be included within these activities:
 - i. Characterize and classify excavated materials utilizing soil screening methods using a Photoionization Detector (PID) and/or sample collection and laboratory analysis methods
 - ii. Observe and document reuse of materials on the site.
 - iii. Observe and document materials leaving the site for landfill disposal or as uncontaminated soil.
 - iv. Manage waste manifests and weigh tickets for materials removed off-site.
 - v. Document areas where “solid waste fill material” is reused on the site.
 - vi. Document dust and odor control measures employed by the Contractor to manage any malodors generated during soil excavation and groundwater treatment activities.
- b. Submit weekly site observations and material handling status reports to the Owner.
- c. Attend construction progress meetings at the request of the Owner. This meeting shall be attended by the True North project manager and/or the field technician based on the project progression and milestones achieved.

True North shall provide a field technician on an “as-needed” basis. True North assumes that the Contractor shall provide a minimum of a three-day notice to True North for planned excavation and groundwater pumping activities. Due to the nature of the material to be excavated, True North understands that previously unidentified contaminated materials may be encountered during the course of excavation activities. At the request of the Owner, True North shall mobilize to the site to evaluate the material in question.

Task 3: Dewatering System Observation, Sampling, & Analysis

True North shall provide a qualified field technician to perform dewatering system observations, sampling, and laboratory analysis on an as needed basis and in accordance with the dewatering



system observation and sampling plan provided in the MHP. True North understands that the Contractor is responsible for some level of sampling in accordance with the Owner's sewer use ordinance. True North shall only perform observations and sampling at the direction of the Owner. True North shall provide at a minimum the following:

- a. Observe startup of the dewatering system, including observing the initial operation and flow rate, the Contractor method of TSS removal, and collection of initial samples for rush lab analysis.
- b. Perform ongoing, periodic dewatering system observations and discharge sampling at the request of the Owner. Sampling frequency and parameters shall depend on observations and previous results.

True North provide the Contractor and Owner analytical results within seven business days unless otherwise instructed by the Owner.

Task 4: Summary Report

True North shall provide a summary report documenting the construction observation completed and the material classification, material handling, and final material placement and/or disposal. The report shall include plan sheets and other drawings, as needed, to show areas of material excavation and areas of material reuse on the site. The plan sheets and other graphics showing materials classified shall correlate to tabulated volumes of the materials reused on site, disposed of at a licensed landfill, or removed from the site as "uncontaminated soil." The report shall also summarize site dewatering activities and water discharge, testing, and treatment. Water treated at the WWTP and any water discharged or disposed of elsewhere shall also be summarized and tabulated. Where applicable, True North shall provide photographic documentation of on-site activities.

True North shall provide the summary report within three weeks of True North's final on-site activities.

PROJECT COSTS

Estimated costs for each task are included as an attachment. Please note that True North has provided unit pricing with estimated units based on Strand's® request for proposal. Estimated low and high cost ranges have been provided for several items in the attached cost schedule to demonstrate the range of effort that may occur during the project. In the event that multiple qualified field technicians are required due to multiple excavations and quantity of materials being hauled, unit pricing shall apply to additional technicians utilized.

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.

SCHEDULE

True North shall prepare a draft MHP within two weeks of authorization of this proposal. It is anticipated that the MHP shall be reviewed, revised, and submitted as a final plan within three days of draft submittal to the Owner, Strand®, and the Contractor. Construction observation and groundwater sampling shall be performed on an as needed basis in accordance with the Contractor's schedule and at the Owner's request. A summary report shall be provided within three weeks of True North's final completion date of on-site activities.

LIMITATIONS AND QUALIFICATIONS

The Client and their respective subcontractors shall be responsible for complying with the terms of all 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

cc: Mr. Luke Hellermann
Strand Associates, Inc.®
910 W. Wingra Drive
Madison, WI 53715

True North Proposal # T13-383 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: October 22, 2014



PROJECT COSTS

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

Service	Estimated Quantity	Units	Rate	Total
Task 1: Material Handling Plan (MHP)				
MHP Development	1	Lump Sum	\$2,900	\$2,900
			TOTAL TASK 1	\$2,900
Task 2: Excavation Monitoring & Oversight				
Coordination - Project Manager	14 - 18	Hours	\$100	\$1,400 - \$1,800
Excavation Oversight & Screening - Project Manager	4 - 5	Shifts	\$800	\$3,200 - \$4,000
Excavation Oversight & Screening - Field Technician	25 - 40	Shifts	\$720	\$18,000 - \$28,800
Sampling Equipment, Field Supplies, Vehicle	25 - 40	Day	\$225	\$5,625 - \$9,000
Soil Characterization Sample Analysis ¹				
Volatile Organic Compounds (VOCs) Analysis	1 - 5	Sample	\$140	\$140 - \$700
Semi-Volatile Organic Compounds (SVOCs) Analysis	1 - 5	Sample	\$240	\$240 - \$1,200
Poly-nuclear Aromatic Hydrocarbons (PNAs)	1 - 5	Sample	\$140	\$140 - \$700
Total RCRA Metals	1 - 5	Sample	\$85	\$85 - \$425
pH Analysis	1 - 5	Sample	\$15	\$15 - \$75
Waste Characterization Sample (TCLP VOCs, SVOCs, RCRA Metals, pH, reactive cyanide & sulfide, etc.)	1	Sample	\$1,100	\$1,100
Per Diem (estimated)	30 - 45	Day	\$150	\$4,500 - \$6,750
Progress Meeting Attendance - Project Manager	10	Meetings	\$700	\$7,000
			TOTAL TASK 2	\$41,445 - \$61,550
Task 3: Dewatering System Observation, Sampling, & Analysis				
Coordination & Start-up Observation	12 - 16	Hours	\$100	\$1,200 - \$1,600
Field Technician - Sample Collection (Cost for sampling when TN is not on-site for oversight activities per sampling event)	2 - 4	Shifts	\$540	\$1,080 - \$2,160
Sampling Equipment, Field Supplies, Vehicle (Cost for sampling when TN is not on-site for oversight activities per sampling event)	2 - 4	Day	\$225	\$450 - \$900
Groundwater Sample Analysis ¹				
Volatile Organic Compounds (VOCs) Analysis	5 - 10	Sample	\$140	\$700 - \$1,400
Poly-nuclear Aromatic Hydrocarbons (PNAs)	5 - 10	Sample	\$140	\$700 - \$1,400
Total RCRA Metals	5 - 10	Sample	\$85	\$425 - \$850
Oil & Grease (gravimetric)	5 - 10	Sample	\$56	\$280 - \$560
Total Suspended Solids (TSS)	5 - 10	Sample	\$50	\$250 - \$500
			TOTAL TASK 3	\$5,085 - \$9,370
Task 4: Summary Report				
Summary Report	1	Lump Sum	\$7,200	\$7,200
			TOTAL TASK 4	\$7,200
Total Estimated Cost Range				\$56,630 - \$81,020

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

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~~1,000,000, (RML 10/2914) 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 waiver at a negotiated fee. Client's request for this option must be made at the time Client accepts our proposal. ~~In the~~

SCHEDULE OF TERMS & CONDITIONS

~~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. (RML - 10/24/14)~~

- 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