

Committee-of-the-Whole Agenda

6:30 p.m.

Tuesday, February 12, 2013

Questions on the Agenda

Agenda Items

1. **Temporary Increase in Authorized Strength** (Kim Hankins, Public Safety Director)
2. **An agreement with PMA Management for Third Party Administration Services for Workers' Compensation Claims Administration** (Alison Fleming, Human Resources Manager)
3. **Approval of all Rules and Regulations adopted by the Fire and Police Commissioners concerning "Chapter VII – Promotions – Fire" and "Chapter VIII – Order of Rank, Classification and Oath of Office"** (Alison Fleming, Human Resources Manager)
4. **An Ordinance amending Chapter 11, "FIRE PREVENTION AND PROTECTION"** (Alison Fleming – Human Resources Manager)
5. **Approval of a Contract with Settle, Inc. for Project #1172, 2013 Sealcoat Program** (Scott Hinton, City Engineer)
6. **Approval of a Contract with AJ Excavating for Project #1173, 2013 Sidewalk Replacement Program** (Scott Hinton, City Engineer)
7. **Approval of an Amendment to the Local Agency Agreement for Participation for Motor Fuel Tax Section 06-0233-00-BT, West Rock River Bridge – North Trail Connection** (Scott Hinton, City Engineer)
8. **Approval of Temporary Technical Assistance Agreements to Assist in the Implementation of the 2013 Capital Improvement Program** (Scott Hinton, City Engineer)
9. **Other**

Explanation

1. Temporary Increase in Authorized Strength. (Kim Hankins, Public Safety Director)

Explanation: Staff is asking to temporarily increase the authorized strength in the police department by one additional police officer position. The department currently has one officer who has been on extended disability leave due to an injury, and anticipates the retirement of another officer in June. Hiring an additional officer now will allow enrollment in the next 12-week basic police academy session beginning April 7, 2013. A six-month training period is required to prepare a newly hired officer to assume solo patrol duties and become part of the manpower level available for use on the shifts. The cost will be absorbed in the current budget; no additional funding is requested at this time.

Staff Recommendation: Approve the temporary increase in strength.
Fiscal Impact: Costs will be absorbed in existing police budget.
Public Notice/Recording: N/A
Goals Impacted: Financially Strong City, Strong Local Economy, A Great Place to Live

2. A Resolution authorizing the Mayor and City Clerk to enter into an agreement with PMA Management Corp (PMAMC) for Third Party Administration (TPA) services for workers' compensation claims administration for a period of three years commencing on March 1, 2013 through December 31, 2015. (Alison Fleming, Human Resources Manager)

Explanation: A Request for Proposal was published and PMAMC provided the proposal that was most advantageous to the City and in the City's best interest at a cost of: \$775 for each indemnity claim, \$140 for each medical only claim and \$40 for each incident claim, based upon an approximate annual claims cost of \$32,790. A one-time fee of \$2,875 to assume control over pre-existing claims (up to 15 claims), and an administration fee of \$3,500 in the first year and \$4,000 for each year thereafter. The proposal also provides for medical bill review services of \$6.95 per bill and a 24% fee on Preferred Provider Organization savings. Additional documentation is attached.

Staff Recommendation: Approve
Fiscal Impact: Funds available in the Liability Fund
Public Notice/Recording: N/A
Goals Impacted: Financially Strong City

3. A Resolution considering all Rules and Regulations adopted by the Board of Fire and Police Commissioners (Board) concerning "Chapter VII – Promotions – Fire" and "Chapter VIII – Order of Rank, Classification and Oath of Office," and approving same as an exercise of the City's Home Rule Powers. (Alison Fleming, Human Resources Manager)

Explanation: The promotional process for Battalion Chiefs in the Fire Department was reviewed to ensure the most qualified candidates for the position are promoted. The rank structure outlined in the Board's Rules and Regulations was also reviewed to ensure it accurately reflects the current rank structure in place at the Fire Department. Pending approval by the Board at the February 12, 2013 meeting, both "Chapter VII – Promotions – Fire" and "Chapter VIII – Order of Rank, Classification and Oath of Office" have been revised. Additional documentation is attached.

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

4. An Ordinance amending Chapter 11, "FIRE PREVENTION AND PROTECTION" of the Moline Code of Ordinances, Section 11-2101, "ORDER OF RANKING," by repealing said section in its entirety and enacting in lieu thereof one new Section 11-2101, "ORDER OF RANKING," dealing with the same subject matter. (Alison Fleming – Human Resources Manager)

Explanation: Pending approval of the Board of Fire and Police Commissioner's at their February 12, 2013 meeting, this amendment brings the Moline Code of Ordinances in line with the Board's Rules and Regulations and reflects the current rank structure in the Moline Fire Department. Additional documentation is attached.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: Pamphlet Publication
Goal Impacted: A Great Place to Live

5. Approval of a Contract with Settle, Inc. for Project #1172, 2013 Sealcoat Program (Scott Hinton, City Engineer)

Explanation: Bids were opened and publicly read on February 5, 2013 for Project #1172 with the following results and additional documentation attached:

\$77,072.50 Settle
 \$93,200.00 Brandt Construction

Staff Recommendation: Staff recommends approval of a contact with the lowest responsible and responsive bidder, Settle, Inc.

Fiscal Impact: Funds are budgeted and available as follows:

ACCOUNT	BUDGETED	AS-BID	
Utility Tax	75,000.00	77,072.50	510-9965-438.08-10
Water			310-1716-434.08-45
WPC			320-1840-433.08-30
Storm			330-1971-433.08-35
	75,000.00	77,072.50	

Public Notice/Recording: N/A

Goals Impacted: Strong Local Economy & Improved City Infrastructure & Facilities

6. Approval of a Contract with AJ Excavating for Project #1173, 2013 Sidewalk Replacement Program (Scott Hinton, City Engineer)

Explanation: Bids were opened and publicly read on February 5, 2013 for Project #1173 with the following results and additional documentation attached:

\$97,225.00 A.J. Excavating
 \$98,775.03 BWC Excavating
 \$107,285.00 Centennial Contractors
 \$113,443.00 CPI of the Midwest
 \$122,586.50 Valley Construction
 \$146,530.00 Walter D Laud

Staff Recommendation: Staff recommends approval of a contact with the lowest responsible and responsive bidder, AJ Excavating.

Fiscal Impact: Funds are budgeted and available as follows:

ACCOUNT	BUDGETED	AS-BID	
Utility Tax	80,000.00	97,225.00	510-9965-438.08-10
Water			310-1716-434.08-45
WPC			320-1840-433.08-30
Storm			330-1971-433.08-35
	80,000.00	97,225.00	

Public Notice/Recording: N/A

Goals Impacted: Strong Local Economy & Improved City Infrastructure & Facilities

7. Approval of an Amendment to the Local Agency Agreement for Participation for Motor Fuel Tax Section 06-0233-00-BT, West Rock River Bridge – North Trail Connection (Scott Hinton, City Engineer)

Explanation: Construction for MFT Section 233 was completed in 2010, the contractor has been paid in full, and the project has long been closed out. IDOT receives a small amount of ARRA stimulus funds each year that can be redistributed back to projects which experienced cost over-runs. IDOT has offered to allocate \$141,802.24 of these funds to the West Rock River Bridge Bike Trial project. Additional documentation attached.

Staff Recommendation: Staff recommends approval of the Amendment
Fiscal Impact: Additional \$141,802.24 in funds deposited into the MFT Account.
Public Notice/Recording: N/A
Goals Impacted: Strong Local Economy & Improved City Infrastructure & Facilities

8. Approval of Temporary Technical Assistance Agreements to Assist in the Implementation of the 2013 Capital Improvement Program (Scott Hinton, City Engineer)

Explanation: Annually, the City enters into several “Temporary Technical Assistance” agreements with local engineering firms to establish hourly rates for engineering services. These services are used to handle overflow engineering work and provide expertise that staff does not possess. Additional documentation attached.

Staff Recommendation: Staff recommends approval of agreements with McClure Engineering Associates, Inc., Missman, Inc., Shive Hattery, and TEAM Services.
Fiscal Impact: \$75,000.00 is budgeted in Account # 510-9957-438.03-22, Capital Improvement Program, Professional/Technical.
Public Notice/Recording: N/A
Goals Impacted: Strong Local Economy & Improved City Infrastructure & Facilities

**AGREEMENT FOR THIRD PARTY
CLAIMS ADMINISTRATIVE SERVICES**

THIS IS AN AGREEMENT, for third party claims administrative services (TPA services) made as of the 1st day of March 2013, by and between PMA Management Corp. (PMAMC), a corporation duly incorporated under the laws of the Commonwealth of Pennsylvania, whose principal offices are located at 380 Sentry Parkway, Blue Bell, PA, 19422 and the City of Moline, Illinois (Client), a political subdivision of the State of Illinois whose principal place of business is located at 619-16th Street, Moline, Illinois 61265.

RECITALS

CLIENT is authorized by the State of Illinois to self insure its workers' compensation injuries or occupational illnesses incurred by its employees arising during the course and scope of their employment; and,

PMAMC, a duly authorized provider of third party administrator (TPA) services in the State of Illinois, has submitted its proposal to Client to provide TPA and other services which are more fully described herein; and,

CLIENT, having selected PMAMC to provide TPA and other services, desires to enter into an agreement with PMAMC on the terms and conditions set forth herein.

ACCORDINGLY, in consideration of the forgoing and the mutual covenants contained herein (the receipt and sufficiency of which is hereby acknowledged), and intending to be legally bound hereby, the parties agree and intend to contract as follows:

1. DEFINITIONS

- a. "Allocated Loss Adjustment Expenses" (ALAEs):** shall mean any cost or expense incurred by PMAMC in connection with the administration, investigation, adjustment or defense of claims on behalf of Client. **ALAEs** include but are not limited to: any and all legal fees, court costs and legal expenses; fees and expenses billed by attorneys for legal services; court reporters, fees for service of process; pre and post judgment interest paid; professional photographs; medical records; any and all costs associated with Medicare §111 reporting; the cost to retain experts; cost containment fees; rehabilitation costs; accident reconstruction; architects; chemist; contractors; engineers, police, fire, coroner, weather or other such reports; extraordinary costs for witness statements; the cost to obtain official documents and transcripts; sub rosa investigations; medical examinations; extraordinary travel made by Client's request; collection costs payable to third parties on subrogation; or, any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement or

defense of a **Qualified Claim**; or, the protection of subrogation, contribution, indemnification rights of the Client.

- b. **“Claim Files”**: shall mean the files, either electronic or paper, for all open or closed claims which are provided to PMAMC at the inception of this Agreement and created during this Agreement and which shall be considered the sole property of the Client.
- c. **“Disability Management Coordinator”**: shall mean PMAMC’s Registered Nurses who telephonically manage workers’ compensation claims.
- d. **“Discretionary Authority Limit”**: shall mean the maximum amount PMAMC is authorized to pay on Client’s behalf for any **Qualified Claim** without first obtaining prior approval from Client.
- e. **“Lost Time Claims”**: shall mean any timely reported workers’ compensation accident or claim where the injured employee will likely be entitled to medical benefits and has lost or may lose time from work or will submit or has submitted a claim for indemnity benefits. Claims shall be identified as **Lost Time Claims** when PMAMC initiates investigation of any kind to resolve issues regarding compensability without regard to: (1) whether or not the injured worker has actually lost time from work or (2) whether the claim is ultimately approved or denied. **Lost Time Claims** shall also include a claim previously classified as a **Medical Only Claim** which required PMAMC to perform additional claim handling services of any nature.
- f. **“Medical Case Managers”**: shall mean PMAMC’s Registered Nurses who provide on site case management services in connection with workers’ compensation claims.
- g. **“Medical Only Claims”**: shall mean any reported workers’ compensation accident or claim involving an injured worker who is or may be entitled to medical benefits but is not likely to lose time from work or submit a claim for indemnity benefits.
- h. **“Qualified Claim”**: shall mean any claim, loss, monetary demand, or suit occurring within the term of this Agreement and the number of **Takeover Claims** identified in Section 3(a) below.
- i. **“Record Only Claims”**: shall mean a claim which is specifically reported to PMAMC by Client as **Record Only** and not otherwise classified by PMAMC as **Lost Time** or **Medical Only**. **Record Only Claim** only obligates PMAMC to memorialize a notice of an occurrence or incident.

- j. **“Takeover Claims”**: shall mean any open claim which has been: (1) administered by Client or Client’s third party administrator prior to the inception of this Agreement; and, (2) subsequently transferred to PMAMC for servicing on or after the inception of Agreement. Closed **Lost Time Claims** with accident dates prior to the date set forth in Section 2 and are subsequently reopened during the term of this Agreement requiring services provided herein will be considered a **Takeover Claim** for billing purposes. Closed **Medical Only Claims** with accident dates prior to the date set forth in Section 2 which are subsequently reopened during the term of this Agreement requiring services provided herein will be considered a **Takeover Claim** for billing purposes.

2. **TERM**

This Agreement is effective beginning March 1, 2013, and shall continue until December 31, 2015 as follows, unless otherwise amended or terminated:

- i. March 1, 2013 through December 31, 2013: **first (1st) year**
- ii. January 1, 2014 through December 31, 2014: **second (2nd) year**
- iii. January 1, 2015 through December 31, 2015: **third (3rd) year**

3. **TPA SERVICES**

- a. PMAMC shall provide customary and appropriate workers’ compensation claims handling services for all **Qualified Claims**, including up to ten (10) Lost Time and five (5) Medical Only **Takeover Claims**. Such services include but are not limited to: the investigation of each **Qualified** and/or **Takeover Claim** or to the extent deemed necessary by PMAMC or according to claims handling guidelines provided by Client; adjusting, settling or litigating all **Qualified** and/or **Takeover Claims** subject to the **Discretionary Authority Limit** or with Client’s approval if outside the **Discretionary Authority Limit**; investigation and pursuit of subrogation on behalf of Client; setting appropriate claim reserves; and, necessary and customary administrative tasks. Specifically, with regards to:
- i. **Lost Time Claims**, PMAMC will provide the services required to make a determination regarding compensation compensability, provide ‘advice to pay’ recommendations to Client to pay the appropriate level of indemnity benefits, and attempt to achieve a return to full duty for the affected employee.
 - ii. **Medical Only Claims**, PMAMC services will be limited to recording the claim and associated data and payment of medical bills and expenses as provided in this Agreement.

- b. In the event that Client provides hard-copy files to PMAMC at the inception of the Agreement for data conversion, PMAMC shall return such files to Client within one (1) year of receipt in paper or electronic format, at PMAMC's election.
- c. PMAMC shall administer the **Qualified Claims** for the payment set forth in Section 11 of this Agreement from the date of first report of injury or first notice of claim for the term of this Agreement. Fees for the administration of claims beyond such period shall be negotiated by the Parties. With respect to **Takeover Claims**, PMAMC shall administer such claims at rates set forth in Section 12 of this Agreement for the term of this Agreement. Fees for the administration of Claims beyond such period shall be negotiated by the Parties.
- d. PMAMC shall file all forms required to be filed in the adjustment of workers' compensation claims pursuant to the applicable workers' compensation statutory and regulatory scheme.

4. **EXCESS REPORTING SERVICES**

- a. PMAMC will report to Client's excess insurance carrier or carriers ("Carrier(s)") all **Qualified** or **Takeover Claims** administered by PMAMC which meet Client's excess insurance reporting requirements, subject to the following requirements:
 - i. Client shall promptly deliver to PMAMC copies of all applicable excess policies and contact information, as well as amended or modified policies, endorsements, and any excess claim reporting thresholds or standards agreed upon between the Client and Carrier(s) as they arise.
 - ii. Client shall direct Carrier(s) to provide PMAMC with copies of all claim notice confirmations, claim reports, and any similar reports provided by Carrier(s) to Client.
 - iii. Client shall provide data for conversion to PMAMC's computer system for purposes of determining historical loss information.
 - iv. Client shall instruct its attorneys to advise PMAMC when in the attorney's professional opinion one of Client's claims meets those thresholds.
- b. Client's failure to supply the information set forth above shall relieve PMAMC of liability for the timely reporting of excess claims to Client's Carrier(s). PMAMC shall not be liable for reporting any **Qualified** or

Takeover Claims not administered by PMAMC, nor for claims not timely filed by Client's prior TPA.

- c. If requested by Client, PMAMC shall provide Client with a cumulative listing of all claims which have been reported by PMAMC to Carrier(s). Within ninety (90) days of its receipt of said listing, Client shall notify PMAMC of any claims which the Client knew or should have known met the reporting thresholds and which are not included on the listing. Client's failure to so notify PMAMC shall relieve PMAMC of its obligation to report such claims to Carrier(s).

5. MANAGED CARE SERVICES

- a. PMAMC may provide medical case managers and disability management coordinators for the management of certain workers' compensation claims, as requested by Client. Medical case managers and disability management coordinators, in conjunction with PMAMC claims professionals, will provide the following services, including but not limited to: monitor the treatment programs recommended for each claimant by the relevant health care providers; coordinate necessary services; recommend utilization review; review pertinent medical reports; perform all investigative activities as may be appropriate.
- b. PMAMC shall provide Cost Containment Programs to review medical bills and bills for other services performed in connection with each **Qualified** or **Takeover Claim**, for appropriateness, relatedness to the injury or accident, unbundling, and for conformity to any applicable fee schedule or usual and customary repricing (UCR).
 - i. PMAMC shall provide access to its preferred provider network (PPN) vendor for health care services which may include hospitals, physicians, and ancillary care providers from which Client and its employees may obtain medical services. In addition, PMAMC shall provide Client access to its Out of Network (OON) vendor.
 - ii. PMAMC shall provide Client access to its pharmacy benefit management program. The pharmacy benefit management program provides prescription drugs and durable medical equipment at discounted prices.
- c. When deemed appropriate by PMAMC, third party vendors may be retained by PMAMC for the purpose of directly or indirectly providing managed care services or any services as may become necessary for PMAMC to provide such managed care services.

- d. Client agrees to use PMAMC's healthcare provider networks when possible. Should Client not utilize PMAMC's healthcare provider networks, then it may not realize managed care savings.

6. RISK CONTROL SERVICES

- a. At Client's request, PMAMC shall perform a risk management assessment through interviews, review of records and on-site inspections, to assess operational, administrative, behavioral and managerial systems as they relate to accident prevention and loss control. The results will be provided to Client.
- b. At Client's request, PMAMC will prepare a more detailed analysis of specific risk-related issues, or prepare custom risk control strategies and implementation plans based on PMAMC's initial RMA assessment.
- c. At Client's request, PMAMC will provide any or all the following risk control services:
 - i. Industrial Hygiene Assessment (additional fees and expenses may apply): including identification of dangerous occupational exposures to noise, chemicals, air contaminants, heat stress, and other environmental hazards.
 - ii. Ergonomic Risk Assessment: including evaluations for cumulative trauma disorders for an entire operation or selected tasks, jobs, workstations or worksites.
 - iii. Risk Control Program Consultation Services including the following:
 - 1. Strategic Risk Control Plan Facilitation
 - 2. Management Development Programs
 - 3. Supervisor Development Programs
 - 4. Employee Development Programs
 - 5. Employee Communication Initiatives
 - 6. Occupational Health Services Programs
- d. Any risk control services provided are to assist Client in reducing Client's exposure to risk of loss. Evaluations concern only such conditions and practices as may be evident at the time of PMAMC's visits. **THE SERVICES PERFORMED HEREUNDER BY PMAMC SHALL NOT BE CONSTRUED AS APPROVAL BY PMAMC OF CLIENT'S OPERATIONS, PROCESSES, SERVICES, PRODUCT DESIGN OR PRODUCT FUNCTION BY PMAMC. THE PARTIES AGREE THAT WHILE PMAMC WILL PERFORM RISK CONTROL**

SERVICES WITHIN INDUSTRY STANDARD, NO GUARANTEES OR OTHER SIMILAR ASSURANCES CAN BE MADE BY PMAMC THAT IT HAS DISCOVERED ALL OF CLIENT'S PAST, CURRENT, OR FUTURE RISKS OR HAZARDS. THE PARTIES FURTHER AGREE THAT BY PROVIDING THE SERVICES SPECIFIED HEREUNDER, PMAMC IS NOT MAKING ANY WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS OF CLIENT'S PRODUCTS OR PROCESSES FOR A PARTICULAR PURPOSE, COMPLIANCE WITH ANY LAW OR REGULATION, OR ANY OTHER WARRANTY, AND ANY LIABILITY OF PMAMC, ITS AFFILIATES OR AGENTS, FOR DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, FOR ANY CAUSE WHATSOEVER, IS EXPRESSLY DISCLAIMED, EVEN IF PMAMC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION OF THE AGREEMENT SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.

7. RISK MANAGEMENT INFORMATION SYSTEM (RMIS)

a. PMAMC will provide the following RMIS services:

- i.** Conversion of Client's existing claims data for the fees set forth herein. Conversion will be either: (1) limited manual entry of data regarding claims information for the aforementioned fifteen **Takeover Claims**; or (2) full data conversion, including electronic entry of all past open and closed claims and related histories.
- ii.** Access to PMAMC's RMIS for the fee stated herein; *provided*, Client agrees to the terms and conditions of the License Agreement, applicable when first accessing PMAMC's RMIS.
- iii.** Standard Reports available through PMAMC's RMIS.
- iv.** Customized reporting reasonably acceptable to PMAMC, subject to the terms, conditions and fees as may be stated herein. PMAMC will provide a reasonable estimate of the costs of preparation of any such reports to Client in advance.

b. Warranty and Limitation of Liability for PMAMC's RMIS:

- i.** PMAMC warrants any RMIS furnished against malfunctions, errors or loss of data which are due solely to errors on its part. If Client notifies PMAMC in writing and furnishes adequate documentation of any such malfunction, error or loss of data, then:

- 1) In the event of a malfunction, error or loss of data, upon notice by Client within twenty (20) days of the malfunction, PMAMC will without an additional fee re-create the reports designated by Client, using data as of the recreation date.
 - 2) The maximum and only liability of PMAMC for such malfunction, error or loss of data shall be its obligation to reprocess reports or regenerate data as described above.
- c. THE WARRANTIES STATED IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY SOFTWARE, HARDWARE, EQUIPMENT OR DATA SUPPLIED TO CLIENT BY PMAMC. IN NO EVENT SHALL PMAMC BE LIABLE FOR ANY LOSS OR DAMAGE TO REVENUES, PROFITS OR GOODWILL OR OTHER DIRECT, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND RESULTING FROM ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS SECTION OR RESULTING FROM THE FURNISHING, PERFORMANCE, USE OR LOSS OF USE OF ANY SOFTWARE PROVIDED TO CLIENT HEREUNDER, INCLUDING WITHOUT LIMITATION ANY INTERRUPTION OF BUSINESS, EVEN IF PMAMC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THIS SECTION OF THE AGREEMENT SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.**
- d. Obligations of Client regarding use of PMAMC's RMIS:**
- i.** Client shall adhere to state and federal law with regard to protecting the privacy of any claimant whose information may appear in the RMIS. Client agrees to use all available security features and to notify PMAMC promptly of all potential and actual breaches of the security system.
 - ii.** Client agrees that no information recorded in PMAMC's RMIS will be used as a pretext for retaliatory or other illegal or unfair discriminatory employment practices in violation of any federal or state statute or regulation.
- e. General Provisions regarding PMAMC'S RMIS:**

- i. PMAMC will remove Client's password from the list of authorized users promptly upon termination or expiration of the Agreement.
- ii. Client agrees to limit access to PMAMC's RMIS to those persons who perform the essential functions of claim and risk management, including protecting security access passwords to hardware and communications, except that this provision is not intended to limit Client from generating and using reports and statistics for legitimate business purposes.

8. LEGAL SERVICES

- a. In the event a claim managed by PMAMC pursuant to this Agreement: (i) enters into litigation; or (ii) is scheduled for a workers' compensation hearing; or (iii) involves a potential third-party (subrogation) claim, PMAMC will:
 - i. Make recommendations to Client regarding litigation of claims handled under this Agreement.
 - ii. Assist Client in the retention and appointment of counsel selected by Client to represent Client in and regarding such legal matters, and assist Client in the selection of expert witnesses and vendors.
 - iii. At direction of Client and/or its authorized counsel, pursue all appropriate subrogation/contribution claims on behalf of Client.
- b. In the event a claim managed by PMAMC pursuant to this Agreement enters into litigation or is a potential third-party subrogation/contribution claim, PMAMC will assist outside legal counsel selected or approved by Client to handle such legal matters. If Client so desires, PMAMC will manage such claims litigation in accordance with its Defense Counsel Guidelines. PMAMC will make settlement recommendations to Client, but the final decision regarding the disposition of any claim, suit or proceeding will be made solely by Client.

9. SECTION 111 REPORTING

- a. Client understands and acknowledges that it is a Responsible Reporting Entity (RRE) as defined by the Centers for Medicare and Medicaid Services (CMS), and primarily responsible for the reporting requirements as set forth in Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007.
- b. Client authorizes and PMAMC agrees to undertake Client's Section 111 reporting requirements as Client's Account Manager/Reporting Agent as it

relates to Client's non-**Record Only** claims being administered pursuant to the Agreement. This reporting shall be limited to new **Qualified Claims** and all **Takeover Claims** which are open or opened by PMAMC during the Agreement. Client further agrees to fully cooperate with PMAMC, including the execution of any documents necessary for such authorization.

- i. PMAMC shall not provide any Section 111 reporting services for Client's **Record Only** claims.
 - ii. PMAMC shall not undertake Section 111 reporting activities for Client's claims which were converted from Client's prior TPA to PMAMC but were never opened or handled by PMAMC.
- c. PMAMC shall charge and Client shall pay a fee of \$6.00 per claim for any claim PMAMC needs to query pursuant to the Agreement.
- d. Client acknowledges and agrees to provide PMAMC with complete, accurate, and timely data for Section 111 reporting purposes.
- e. Conditioned on the aforementioned, PMAMC shall commence reporting of Client's data as directed by CMS, and shall continue for as long as PMAMC is contractually obligated to administer Client's claims.
- f. Indemnification between the parties for Section 111 reporting shall be governed by the indemnification provisions of the Agreement. PMAMC shall not indemnify, and specifically disclaims liability for any failure of: (1) Client to register as a RRE; (2) Client to execute any documents necessary to authorize PMAMC as its Account Manager/Reporting Agent; or (3) Client or its prior TPA to report Client's claims when they were first required to do so.

10. **FUNDING of CLAIMS and EXPENSES**

- a. PMAMC will establish a non-interest bearing checking account in PMAMC's name ("Claim and Expense Payment Account") with PMAMC's bank, which is to be funded by Client but which PMAMC will administer for the purposes of paying **Qualified** or **Takeover Claims** and **ALAEs**, in accordance with the procedures set forth in this Section. PMAMC will provide Client with a monthly Payment Register outlining all claims payments, **ALAEs**, and correction items funded by PMAMC. The Payment Register will contain the name of the payee, date of payment, amount of payment, and claim number for all funding transactions occurring during the prior month.
- b. **[Escrow with Monthly Reimbursement Option]** The Claim and Expense Payment Account will initially be funded by Client in the amount of [insert dollar amount] (\$X,XXX) which shall be equal to three (3)

months estimated claims payments and **ALAEs** and which may be revised at PMAMC's discretion based upon actual claims and expense payment history. After the expiration of each calendar month, PMAMC will provide Client with a Payment Register and Invoice detailing all payments made for **Qualified Claims** and **ALAEs** during the prior month. The Payment Register will contain the name of the payee, date of payment, amount of payment and the claim number for all funding transactions occurring during the prior month. Within fifteen (15) calendar days of the receipt of the Payment Register and Invoice, Client shall reimburse PMAMC for the total amount of payments made, which reimbursement shall replenish the Claim and Expense Payment Account to its required balance. If at any time the Claim and Expense Payment Account balance is depleted by seventy-five percent (75%) or more during the course of any given month, PMAMC shall provide written notice of such depletion to Client, and Client will replenish the balance within two (2) business days of receipt of notice.

- i. Should Client fail at any time to maintain adequate funding after receiving notification from PMAMC, then PMAMC may suspend all contractual obligations under this Agreement until such funding has been retained and payment of any related PMAMC bank charges, fees, or penalties have been paid by Client.

- c. **[ACH Debit Option]** PMAMC will automatically withdraw funds from Client's account at Client's bank through the Automated Clearing House System ("ACH Debit") for deposit to the Claim and Expense Payment Account. ACH Debit activities will occur on a [monthly] [weekly] [daily] basis. [If on a monthly basis:] The Claim and Expense Payment Account will initially be funded by Client in the amount of [insert written dollars amount] (\$X,XXX) which shall be equal to one and one half (1 ½) months of estimated claims payments and **ALAEs** and which may be revised at PMAMC's discretion based upon actual claims and expense payment history. If at any time the Claim and Expense Payment Account balance is depleted by [insert written dollar amount] (\$X,XXX) (equal to seventy-five percent (75%) of the escrow balance), PMAMC will automatically withdraw funds sufficient to replenish the Claim and Expense Payment Account. [If on a weekly basis:] The Claim and Expense Payments Account will initially be funded by Client in the amount of [insert written dollar amount] (\$X,XXX) which shall be equal to [two] (2) weeks estimated claims payments and **ALAEs** and which may be revised at PMAMC's discretion based upon actual claims and expense payment history. If at any time the escrow balance is depleted by [insert written dollar amount] (\$X,XXX) (equal to 75% of the escrow balance), PMAMC will automatically withdraw funds sufficient to replenish the Claim and Expense Payment Account. [If on a daily basis:] The amount of the automatic withdrawal shall equal the total amount of payments made

during that business day. Client shall not be required to maintain a minimum balance in the Claim and Expense Payment Account.

- i. Client acknowledges that it has signed an Authorization to Access Account Form prior to the inception of PMAMC services.
- d. In no instance will any payment of claims or expenses be made by PMAMC on behalf of Client, including but not limited to ALAEs, unless the required funds are made available by Client to PMAMC to do so. Should PMAMC advance funding on the part of Client, then Client shall immediately reimburse PMAMC or PMAMC may suspend all contractual obligations under this Agreement until full reimbursement has been received as well as any related PMAMC bank charges, fees, or penalties have been paid by Client.
- e. This Section of the Agreement shall survive the termination of the Agreement.

11. PAYMENT of QUALIFIED CLAIM HANDLING FEES

- a. For claims handling services to be rendered during the **first (1st) year** of this Agreement, Client shall pay PMAMC an Annual Estimated Fee based upon the projected number of new claims to be handled by PMAMC during the term of this Agreement. The Annual Estimated Fee due to PMAMC is Twenty-Four Thousand Nine Hundred Eighty Dollars (\$24,980), to be paid in four (4) equal quarterly installments of Six Thousand Two Hundred Forty-Five Dollars (\$6,245). Client further agrees to pay the initial installment at the inception of the **first (1st) year** of this Agreement and subsequent installments quarterly thereafter.
- b. For claims handling services to be rendered during the **second (2nd) year** of this Agreement, Client shall pay PMAMC an Annual Estimated Fee based upon the projected number of new claims to be handled by PMAMC during the term of this Agreement. The Annual Estimated Fee due to PMAMC is Twenty-Seven Thousand Eight Hundred Fifty-Five Dollars (\$24,980), to be paid in four (4) equal quarterly installments of Six Thousand Nine Hundred Sixty-Three Dollars and Seventy-Five Cents (\$6,245). Client further agrees to pay the initial installment at the inception of the **second (2nd) year** of this Agreement and subsequent installments quarterly thereafter.
- c. For claims handling services to be rendered during the **third (3rd) year** of this Agreement, Client shall pay PMAMC an Annual Estimated Fee based upon the projected number of new claims to be handled by PMAMC during the term of this Agreement. The Annual Estimated Fee due to PMAMC is Twenty-Seven Thousand Eight Hundred Fifty-Five Dollars

(\$24,980), to be paid in four (4) equal quarterly installments of Six Thousand Nine Hundred Sixty-Three Dollars and Seventy-Five Cents (\$6,245). Client further agrees to pay the initial installment at the inception of the **third (3rd) year** of this Agreement and subsequent installments quarterly thereafter.

- d. At the end of each term year of this Agreement, PMAMC shall calculate the actual fees for services based upon the number of claims multiplied by the following per claim fees:
 - i. Seven Hundred Seventy-Five Dollars (\$775) for each Lost Time Claim;
 - ii. One Hundred Thirty-Five Dollars (\$135) for each Medical Only Claim;
 - iii. Forty Dollars (\$40) for each Record Only Claim.
- e. If PMAMC determines that the Annual Estimated Fee paid by Client is less than the calculated actual fee incurred by Client, then PMAMC shall issue a Claim Fee Adjustment Bill to reflect the amount due and owing by Client. Client shall pay this Claim Fee Adjustment Bill to PMAMC promptly upon receipt. If PMAMC determines that the Annual Estimated Fee paid by Client is greater than the calculated actual fees incurred by Client, then PMAMC shall promptly return the overpayment to Client, subject to any minimum claim service fee arrangements.
- f. PMAMC will bill Client for claims handling services to be rendered on a quarterly basis, along with any annual fees (hereinafter identified) which shall be paid in full at inception. Client will pay such bills within thirty (30) days after receipt. If bills are not paid within thirty (30) days after receipt, commencing at that time, PMAMC reserves the right to charge Client monthly interest of two percent (2%) above prime on all overdue payments, as well as to suspend all contractual obligations under this Agreement until such bills and interest have been paid in full.

12. PAYMENT of TAKEOVER CLAIM HANDLING FEES

- a. Client shall pay PMAMC an estimated fee, based upon the projected number of **Takeover Claims** to be handled by PMAMC during the term of this Agreement. Client agrees to pay PMAMC an estimated fee of Two Thousand Eight Hundred Seventy-Five Dollars (\$2,875), to be paid in four (4) equal quarterly installments of Seven Hundred Eighteen Dollars and Seventy-Five Cents (\$718.75). Client further agrees to pay the initial installment at the inception of the **first (1st) year** of this Agreement and subsequent installments quarterly thereafter.

- b. At the end of the **first (1st) year** of this Agreement, PMAMC shall calculate the actual fees for services based upon the number of **Takeover Claims** multiplied by the following per claim fees:
 - i. Two Hundred Fifty Dollars (\$250) for each Lost Time Claim;
 - ii. Seventy-Five Dollars (\$75) for each Medical Only Claim.
- c. If PMAMC determines that the estimated fee paid by Client is less than the calculated actual cost incurred by Client, then PMAMC shall issue a Claim Fee Adjustment Bill to reflect the amount due and owing by Client. If PMAMC determines that the estimated fee paid by Client is greater than the calculated actual costs incurred by Client, then PMAMC shall promptly return an overpayment to Client.
- d. PMAMC will bill Client for claims handling services to be rendered on a quarterly basis, along with any annual fees (hereinafter identified) which shall be paid in full at inception. Client will pay such bills within thirty (30) days after receipt. If bills are not paid within thirty (30) days after receipt, commencing at that time, PMAMC reserves the right to charge Client monthly interest of two percent (2%) above prime on all overdue payments, as well as to suspend all contractual obligations under this Agreement until such bills and interest have been paid in full.

13. DATA CONVERSION FEE

- a. Upon request from Client, PMAMC shall provide Client with limited manual entry of data regarding claims information for the aforementioned fifteen **Takeover Claims** at no additional charge.
- b. Upon request from Client, PMAMC shall provide full data conversion services, including electronic entry of all past open and closed claims and related histories for a fee of Five Thousand Dollars (\$5,000).

14. MANAGED CARE FEES

- a. Upon request, PMAMC shall provide Client use of medical case management services, which shall be billed to Client at a rate of Ninety-Five Dollars (\$95.00) per hour for onsite case management.
- b. Upon request, PMAMC shall provide Client use of disability management coordinator services, which shall be billed to Client at a rate of Ninety-Five Dollars (\$95.00) per hour for telephonic case management.

- c. For medical bill review and repricing services, Client shall pay a fee of Six Dollars and Ninety-Five Cents (\$6.95) per bill review, plus twenty-four percent (24%) of the savings resulting from use of PMAMC's Cost Containment Programs.

15. RISK CONTROL SERVICE FEE

At Client's request, PMAMC shall provide RCS at a rate of One Hundred Twenty-Five Dollars (\$125.00) per hour.

16. RISK MANAGEMENT INFORMATION SYSTEM and IS FEES

- a. At the inception of this Agreement and annually thereafter, Client shall pay PMAMC an annual fee to utilize PMAMC's RMIS (including web imaging) for up to three (3) users. During the term of the Agreement the fees shall be as follows:
 - i. Three Thousand Five Hundred Dollars (\$3,500) for the **first (1st) year** of the Agreement
 - ii. Four Thousand Dollars (\$4,000) for the **second (2nd) year** of the Agreement
 - iii. Four Thousand Dollars (\$4,000) for the **third (3rd) year** of the Agreement
- b. PMAMC shall provide additional RMIS access to Client for an annual fee of Five Hundred Dollars (\$500) per additional user.
- c. Upon request from Client, PMAMC shall provide customized IS reporting or programming at a rate of Ninety-Five Dollars (\$95) per hour.
- d. Upon request from Client, PMAMC shall provide OSHA log tool services at the following fees:
 - i. Four Hundred Forty Dollars (\$440) for the **first (1st) year** of the Agreement
 - ii. Five Hundred Dollars (\$500) for the **second (2nd) year** of the Agreement
 - iii. Five Hundred Dollars (\$500) for the **third (3rd) year** of the Agreement

17. INDEMNIFICATION and HOLD HARMLESS

- a. Client will indemnify, defend and hold harmless PMAMC, its officers, directors, employees, and agents, from all claims, losses, damages, costs, liability or expenses, including attorneys' fees, caused by or resulting from

negligence or willful misconduct of Client, its officers, directors, employees or agents, to the extent permitted by law.

- b.** PMAMC will indemnify, defend and hold harmless Client, its officers, directors, employees, and agents, from all claims, losses, damages, costs, liability or expenses, including attorneys' fees, caused by or resulting from negligence or willful misconduct of PMAMC, its officers, directors, employees or agents, to the extent permitted by law, however the parties agree that PMAMC, its directors, officers, agents or employees, will not be liable to Client or any third party for claims arising from PMAMC's performance under this Agreement in those cases where PMAMC acted at the request of or with the consent of Client.
- c.** Client agrees that it will not hold PMAMC liable for, or reduce the compensation of PMAMC with respect to, any failure of PMAMC to deliver any services resulting from any failure of cooperation on the part of Client or the prior administrator, or from any files for takeover claims which have not been properly maintained or are not delivered to PMAMC in good order.
- d.** This Section of the Agreement shall survive the termination of the Agreement.

18. NATURE of RELATIONSHIP

- a.** PMAMC agrees to perform the services described in this Agreement as an independent contractor and not as an agent or employee of Client. Client retains no control or direction over PMAMC, its employees or agents, or over the detail, manner or methods of the performance of the services described herein.
- b.** PMAMC shall be entitled to retain third party vendors to provide any or all services herein when deemed appropriate by PMAMC.

19. TERMINATION

- a.** This Agreement will be terminable upon ninety (90) days advance written notice by either party with or without cause.
- b.** This Agreement will terminate immediately upon the happening of any of the following events:
 - i.** Mutual agreement of the parties; or,
 - ii.** Client is in default in payment of any fees or expenses due hereunder or fails to maintain the requisite funding levels as required herein and

PMAMC has given Client prior written notice of such default five (5) days prior to the date set for termination; or,

- iii. Either party defaults (other than a monetary default) under any of the terms, covenants and conditions hereunder and the non-defaulting party has given the defaulting party prior written notice of such default twenty (20) days prior to the date set for termination and the defaulting party has failed to cure such default prior to the termination date; or,
 - iv. Either party becomes insolvent or bankrupt, is placed into receivership, makes an assignment for the benefit of creditors, or is levied upon or sold out by Sheriff's sale; or,
 - v. PMAMC fails to obtain any required state or federal licensing for providing services hereunder; or,
 - vi. Any state regulatory entity which fails to approve or subsequently disapproves or revokes the self-insurer status of Client.
- c. In the event that this Agreement is terminated by PMAMC due to any Client default, or terminated by either party in accordance with this Agreement, PMAMC shall be entitled to return the **Claim Files** to Client in electronic form, and PMAMC shall have no further obligations hereunder with respect to such claims. Client shall be responsible for payment of all fees incurred by PMAMC up to and including the date of termination. Nothing in this section is intended to limit any other remedy which may be available to PMAMC.
- d. Upon termination of this Agreement for any reason other than Client default, and, if no open claims remain, PMAMC will provide a final accounting of any amounts due either party. Upon final closing of the account, PMAMC shall return the **Claim Files** to Client in electronic form.
- e. Client and PMAMC acknowledge that certain approved medical or indemnity payments may still be in process upon the date of termination. Therefore, Client agrees that, Client will remain responsible for payment of any legitimate indemnity or expense payments which may be processed by PMAMC for a **Qualified or Takeover Claim**. In addition, PMAMC shall return to Client any outstanding checks remaining unpaid after termination. PMAMC shall not be responsible for Client's escheat obligations with regard to issued but unrepresented checks either before or after the termination of this Agreement.

20. CONFIDENTIALITY

- a. The parties acknowledge and agree that any and all information emanating from either party's business in any form, including compilations of otherwise public information, is confidential and proprietary in nature. Each party will use its best efforts during and after the termination of this Agreement to preclude the duplication, use or disclosure of any such confidential and proprietary information to any third party, unless such duplication or disclosure is specifically authorized under this Agreement or otherwise by the party claiming ownership. In addition, the parties agree that information provided by PMAMC's RMIS or otherwise in the context of this relationship shall be considered confidential and proprietary, and may constitute privileged and/or attorney work product protected from discovery by law and/or rules of court. Therefore, neither party will release any such information unless:
 - i. compelled by an order of a court of competent jurisdiction;
 - ii. mandated by an insurance code, claim practices act, workers' compensation law, or other applicable law or regulation to provide information to the claimant or other person;
 - iii. mandated by applicable court discovery rules in the opinion of the claim professional responsible for the adjustment of the claim or defense counsel, if any.
- b. Any information sought to be produced will be prescreened by PMAMC in consultation with Client, provided such discovery requests comply with applicable rules of court governing discovery in litigation.
- c. If there is an obligation to release part but not all of the information, the part deemed not responsive will be withheld, but nothing in this Agreement is intended to abrogate the duty of either party to comply in good faith with such discovery requests.
- d. Each party agrees that the information contained within PMAMC's RMIS must be treated in a confidential manner by all users who may gain authorized access to the RMIS. In the event of a third party suit alleging defamation, false light, or other invasion of privacy tort, violation of civil rights, violation of federal or state medical privacy statutes, or violation of fair employment practice laws, arising from either party's use of PMAMC's RMIS under this Agreement, the liable party agrees to indemnify and hold harmless the other party for all sums due under the terms of a judgment or reasonable settlement, including interest and attorneys' fees, upon a final judgment or mutual agreement that one of the parties hereto is liable as charged in such allegations.

- e. This Section of the Agreement shall survive the termination of the Agreement.

21. NOTICES

All notices required to be given by one party to the other under this Agreement will be in writing and will be sent by first class US mail, postage prepaid, or by express mail and will be addressed as set forth below or to such other address as may be designated in writing by either party in accordance with the provisions of this Agreement and will be effective upon receipt.

For Client:

For PMAMC:

Frank X. Altieri, President
PMA Management Corp.
380 Sentry Parkway
PO Box 3031
Blue Bell, PA 19422-0754

22. NON HIRE of OTHER'S EMPLOYEES

Each party to this Agreement agrees not to solicit or hire for employment, either as an employee or an independent contractor, employees or former employees of the other party or of an affiliate of the other party during the term of this Agreement or for a period of one year following its termination. The parties acknowledge the difficulty in determining a specific damage amount for breach of this section, therefore, as liquidated damages and not as a penalty, if either party breaches the terms of this section, the breaching party shall pay the other party an amount equal to one year's base salary of each employee hired. This section of the Agreement shall survive the termination of the Agreement.

23. ASSIGNMENT

This Agreement will be binding upon the parties, their successors and assigns.

24. COOPERATION

- a. Client and its agent, representatives and employees will promptly report to PMAMC all notices of injuries, losses or claims for which Client may be liable under its self-insurance program, and to provide all necessary documents and materials to PMAMC, including but not limited to excess policies, which are necessary to provide the services hereunder.

- b. Each party and its agents will cooperate fully with the other party in connection with its obligations hereunder and upon reasonable request, assist in the investigation, litigation, settlement and/or defense of a particular claim. Upon prior notice from Client, all **Claim Files** will be open to Client's inspection at reasonable times, at the office of PMAMC. PMAMC will provide copies of individual claims files to Client or Client's designated representative within five (5) business days of a request by Client. Client agrees to pay PMAMC its costs to provide copies of individual **Claim Files**.
- c. This Section of the Agreement shall survive the termination of the Agreement.

25. WARRANTIES and REPRESENTATIONS

- a. By affixing its authorized signature below, Client warrants that it has been duly authorized and/or otherwise possesses all requisite authority and may lawfully enter into this Agreement.
- b. By affixing its authorized signature below, PMAMC warrants that it has been duly authorized and/or otherwise possesses all requisite authority and may lawfully enter into this Agreement.

26. MODIFICATION

- a. PMAMC may seek to modify fees if: (i) PMAMC's fees and charges were based upon historically inaccurate or erroneous data, or Client's business changes materially in the nature or volume of business or claims as originally contemplated at the inception of the Agreement; or (ii) during the term of this Agreement, legislative and/or regulatory changes materially impact or change the scope of PMAMC's services or responsibilities.
- b. Upon the occurrence of either of the events in subsection (a) above, PMAMC may request an increase in current fees, which increase must be agreed to in writing by PMAMC and Client in order to become effective. If the parties are unable to reach an agreement with regard to the fee increase, then either party may terminate this Agreement with sixty (60) days written notice to the other party. PMAMC will continue to provide services for the sixty day notice period, after which PMAMC may return files to Client and submit a final billing to Client.

27. MISCELLANEOUS

- a. **Governing Law.** This Agreement and all disputes relating in any way to this Agreement shall be governed by and construed in accordance with the

laws of the State of Illinois, without regard to its principles of conflicts of laws.

- b. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior written or oral agreements, representations, warranties, negotiations, or understandings. This Agreement may not be amended except in a writing executed by all authorized parties hereto. The parties further represent and warrant that they have not relied on any representations, warranties or statements as an inducement to entering this Agreement other than what is expressly written herein.
- c. **No Waiver.** No delay or omission on the part of any party in exercising any right hereunder will operate as a waiver of such right or of any other right under this Agreement. A waiver on any one occasion will not be construed as a bar to or waiver of any right or remedy on any other occasion.
- d. **Severability.** The provisions of this Agreement are to be deemed severable, and the invalidity or unenforceability of any provision will, unless material and going to the essence of the Agreement as a whole, not affect or impair the remaining provisions which will continue in full force and effect.
- e. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which will constitute but one and the same Agreement.
- f. **Captions.** The captions and headings to the various Sections of this Agreement have been inserted for convenience of reference only, and shall not have the effect of amending or changing the express terms or provisions of this Agreement.
- g. **Ambiguities.** The parties agree that the terms and language of this Agreement are the result of detailed negotiations by, between and among the parties and, as a result, there shall be no presumption that any ambiguities in this Agreement shall be resolved against either party. Any controversy over the construction of this Agreement shall be decided in light of its business purposes, without regard to events of authorship or negotiation. In the event of any inconsistency or conflict between the terms or provisions of this Agreement and the terms or provisions of any other pre-existing or contemporaneous document or agreement as to the subject matter of this Agreement, the terms and provisions of this Agreement shall control and shall supersede the terms or provisions of such other document or agreement.

- h. Calculation of Time.** All references herein to days shall be to calendar days, unless an express reference is made to business days. In the event the last day for compliance falls on a Saturday, Sunday, or Holiday, the period for compliance shall be deemed to include the following business day.

- i. Modification.** This Agreement will not be modified except as mutually agreed in a writing signed by both parties.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Agreement to be executed by their duly authorized officers on the day and year first written above.

PMA MANAGEMENT CORP.

CITY OF MOLINE, ILLINOIS

BY: _____

BY: _____

TITLE: _____

TITLE: _____

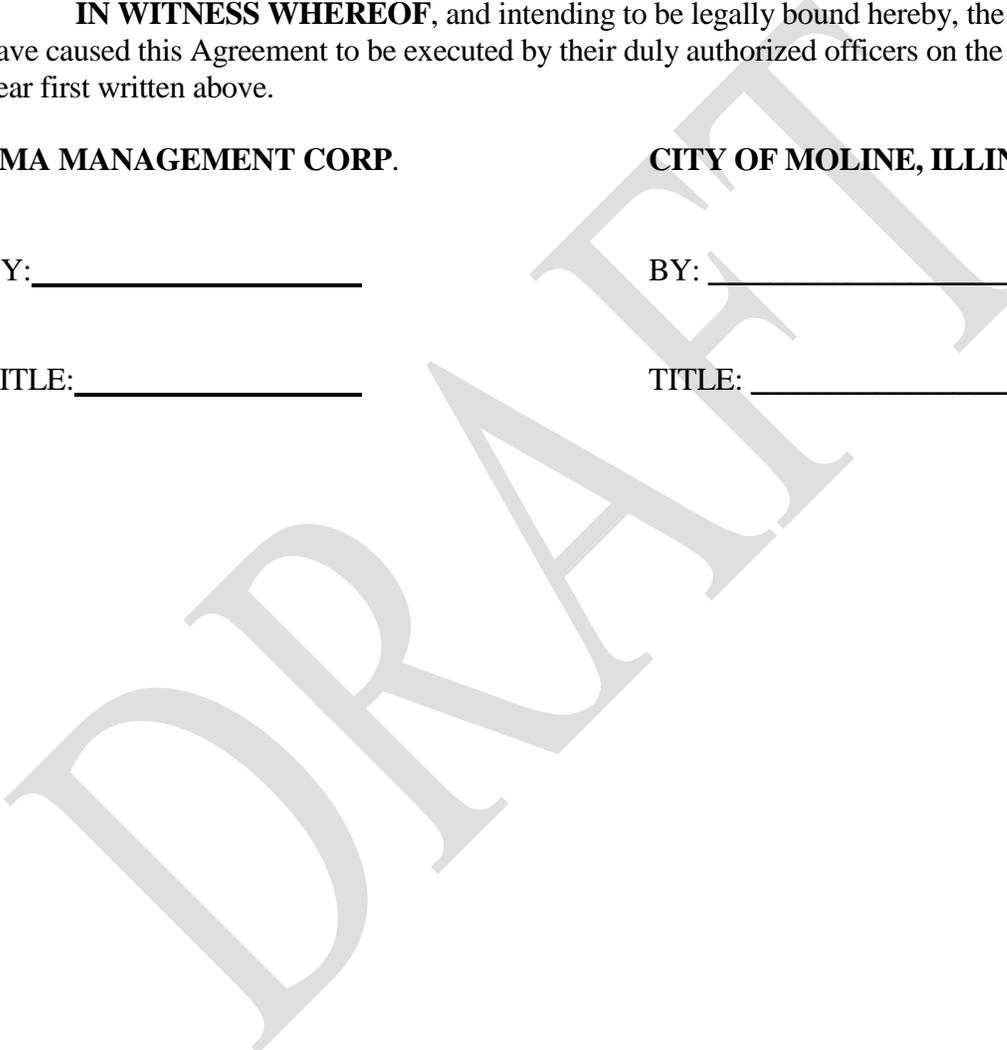


EXHIBIT A

CHAPTER VII - PROMOTIONS - FIRE

Section 1. GENERAL

The Board provides for promotion in the Fire Department on the basis of those who exhibit the greatest potential qualities of leadership. Vacancies within the Fire Department for the ranks of Lieutenant and Captain shall be filled in accordance with Article XL of the Labor Agreement between the City of Moline, Illinois and The International Association of Firefighters, Local #581 (hereinafter "labor agreement"). Said article is incorporated herein and made a part hereof by this reference thereto. The rank of Battalion Chief shall be made from permanently promoted Lieutenants and promoted Captains. Employees currently in the positions of Training Officer and Fire Inspector (Fire Marshal) will be eligible to apply for the rank of Battalion Chief provided they have been permanently promoted to the rank of Fire Captain or Fire Lieutenant. The rank of Deputy Chief is open to Battalion Chiefs and Captains; however, if there are no qualified candidates, the position will be opened to the next lower rank.

Section 2. APPLICATIONS

Any eligible Fire Department employee desiring to submit to the promotional examination shall file an application with the Human Resources Office on the form provided by the Board upon notice of pending promotional process. All applications will be forwarded to the Board.

Section 3. TYPES OF EXAMINATIONS

- (a) The promotional process for the ranks of Lieutenant and Captain shall be conducted in accordance with the labor agreement.
- (b) The promotional process for the rank of Battalion Chief or the rank of Deputy Chief will consist of an assessment center and oral interview. Testing will be conducted at the time a vacancy is to be filled.

1. The assessment center may consist of at least three (3) and up to six (6) individuals trained in the assessment center technique to conduct the assessment of the applicants for promotion to the rank of Battalion Chief or the rank of Deputy Chief. No more than one (1) assessor from any one department will participate in the assessment process. Maximum score is 100%. Applicants not receiving a score of at least 70% on the assessment shall not continue in the promotional process.

2. Oral interview is the next phase of testing. The interview panel shall consist of at least two (2) commissioners, the Chief, and two (2) chiefs from outside the department. A member of the Human Resources Office will also participate in the interview

process as a non-rating member and will act as moderator and coordinator. Maximum score is 100%.

3. The final promotional score will be determined as follows:

Assessment Center	50%
Oral Interview	50%

Section 4. ELIGIBILITY REGISTER

- (a) The Board will approve an Eligibility Register based upon the final score obtained by candidates.
- (b) The Eligibility Register shall certify candidates in the order of excellence based upon their final scores.
- (c) A dated copy of the Eligibility Register shall be sent to each person appearing thereon, and posted. These copies shall include the date of expiration of the register (as specified in the labor agreement for the ranks of Lieutenant and Captain; two (2) years for the rank of Deputy Chief and Battalion Chief).
- (d) Promotional appointment from the register shall be as follows:

Ranks of Lieutenant and Captain: In accordance with the labor agreement.

Rank of Battalion Chief or Deputy Chief: Following a review of the past three (3) annual performance evaluations, the Chief shall make a recommendation to the Board from the top three (3) candidates on the deputy chief eligibility register.

- (e) The Board may elect to provide for a new examination for the rank of deputy chief before a Register has expired.

Section 5. PROBATIONARY APPOINTMENT

All promotions shall be for a probationary period of six months from the original date of promotion.

Regular promotions shall be made by the Board from the Eligibility Registers resulting from the promotional process.

* * * *

**CHAPTER VIII - ORDER OF RANK, CLASSIFICATION
AND OATH OF OFFICE**

Section 1. RANK

The order of rank in the Police Department shall be as established by Section 32-17 of the Moline Code of Ordinances, and the number of positions authorized within each rank shall be established by the annual budget adopted by or as amended by the City Council. Such ranks presently established by said ordinance are as follows:

Chief of Police
Captain
Lieutenant
Sergeant
Police Officer
Special Police Officer

The order of rank in the Fire Department shall be as established by Section 11-2101 of the Moline Code of Ordinances, and the number of positions authorized within each rank shall be established by the annual budget adopted by or as amended by the City Council. Such ranks presently established by said ordinance are as follows:

Fire Chief
Deputy Chief or Battalion Chief
Captain
Lieutenant
Firefighter/Paramedic

Section 2. BOARD'S USE OF RANK STRUCTURE

The Board uses said rank structures in the police and fire services for the purpose of establishing and maintaining standards of examinations and promotions based upon job descriptions, departmental regulations, and job analysis for all ranks other than the Chief of Police and Special Police Officer in the Police Department and Fire Chief in the Fire Department. In addition, the Board uses said rank structure to make any reductions in force or other layoff of personnel as required by Section 24-2305 (b) of the Moline Code of Ordinances.

Section 3. OATH OF OFFICE

Before any probationary, permanent, and promotional appointment and special police appointment is made, the appointee shall take the following oath of office before the Mayor, or City Clerk, or any person authorized to administer oaths in the state of Illinois:

I, _____, do solemnly swear that I will support the Constitution of the United States, and the Constitution of the State of Illinois, and that I will faithfully discharge the duties of the office of _____ according to the best of my ability.

Subscribed and sworn to before me this ____ day of _____, ____.

The Board shall file the original executed oath of office with the City Clerk and shall retain a copy of same for the individual's personal file.

Section 4. BOND

Appointees shall be added to the blanket "faithful performance" or "fidelity" bond of the City of Moline, or, in the event such bonding is refused, post an individual bond in the amount of \$5,000.00.

CHAPTER 11

FIRE PREVENTION AND PROTECTION

ARTICLE II. THE FIRE DEPARTMENT

SEC. 11-2101. ORDER OF RANKING.

The order of ranking of the members of the fire department shall be as follows:

1. Fire chief;
2. Deputy fire chief or battalion chief;
3. Captain;
4. Lieutenant;
5. Fire engineer;
6. Firefighter/Paramedic.

Fire inspectors and training officers will hold the temporary rank of captain and will have the equivalent authority. (Ord. No. 3004-2006; Sec. 11-2101 repealed; new Sec. 11-2101 enacted; 02/21/06)

CITY OF MOLINE, IL BID TABULATION

Bid Date and Time: February 5, 2013 11:00 a.m.



Project No. #1172 - 2013 Seal Coat Program

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	Settle, Inc.		Brandt Construction Co.		UNIT PRICE	AMOUNT
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT		
1	Preperation of Base	4000	SY	\$2.45	\$9,800.00	\$2.50	\$10,000.00		\$0.00
2	Aggregate Base Repair	150	TON	\$20.15	\$3,022.50	\$30.00	\$4,500.00		\$0.00
3	Bituminous Material (Prime Coat)	6000	GAL	\$3.60	\$21,600.00	\$4.60	\$27,600.00		\$0.00
4	Bituminous Material (Cover and Seal Coat)	6000	GAL	\$4.40	\$26,400.00	\$3.60	\$21,600.00		\$0.00
5	Cover Coat Aggregate	250	TON	\$31.00	\$7,750.00	\$54.00	\$13,500.00		\$0.00
6	Seal Coat Aggregate	250	TON	\$31.00	\$7,750.00	\$54.00	\$13,500.00		\$0.00
7	Traffic Control	1	L Sum	\$750.00	\$750.00	\$2,500.00	\$2,500.00		\$0.00
	TOTAL:				\$77,072.50		\$93,200.00		\$0.00



CITY OF MOLINE, IL BID TABULATION

Bid Date and Time: February 5, 2013 11:00 a.m.

Project No. 1173 - 2013 Sidewalk Replacement Program

Centennial Contractors of
the Quad Cities, Inc.

A.J. Excavating, Inc.

BWC Excavating, L.C.

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	PCC SIDEWALK, 4"	12000	SF	\$7.00	\$84,000.00	\$6.59	\$79,080.00	\$7.75	\$93,000.00
2	CURB REMOVAL	50	LF	\$25.00	\$1,250.00	\$30.00	\$1,500.00	\$15.00	\$750.00
3	EXPOSED AGGREGATE 4" SIDEWALK	550	SF	\$9.00	\$4,950.00	\$7.16	\$3,938.00	\$10.00	\$5,500.00
4	DOMESTIC WATER SERVICE BOX TO BE ADJUSTED	3	EA	\$50.00	\$150.00	\$229.25	\$687.75	\$75.00	\$225.00
5	MANHOLE TO BE ADJUSTED	3	EA	\$150.00	\$450.00	\$379.04	\$1,137.12	\$200.00	\$600.00
6	VALVE BOX TO BE ADJUSTED	3	EA	\$75.00	\$225.00	\$384.04	\$1,152.12	\$100.00	\$300.00
7	AGGREGATE BASE	50	CF	\$10.00	\$500.00	\$11.77	\$588.50	\$5.00	\$250.00
8	PCC DRIVEWAY PAVEMENT	110	SF	\$10.00	\$1,100.00	\$16.63	\$1,829.30	\$10.00	\$1,100.00
9	HOT MIX ASPHALT SURFACE COURSE	12	TON	\$100.00	\$1,200.00	\$363.12	\$4,357.44	\$180.00	\$2,160.00
10	CAST IRON DETECTABLE WARNING SURFACE	40	SF	\$40.00	\$1,600.00	\$59.79	\$2,391.60	\$40.00	\$1,600.00
11	CONCRETE CURB & GUTTER REMOVE & REPLACEMENT	40	LF	\$45.00	\$1,800.00	\$52.83	\$2,113.20	\$45.00	\$1,800.00
TOTAL:					\$97,225.00		\$98,775.03		\$107,285.00

Valley Construction
Company

CPI of the Midwest, Inc.

Walter D. Laud, Inc.

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	PCC SIDEWALK, 4"	12000	SF	\$8.10	\$97,200.00	\$8.80	\$105,600.00	\$10.50	\$126,000.00
2	CURB REMOVAL	50	LF	\$22.00	\$1,100.00	\$23.50	\$1,175.00	\$25.00	\$1,250.00
3	EXPOSED AGGREGATE 4" SIDEWALK	550	SF	\$10.00	\$5,500.00	\$10.95	\$6,022.50	\$14.00	\$7,700.00
4	DOMESTIC WATER SERVICE BOX TO BE ADJUSTED	3	EA	\$140.00	\$420.00	\$100.00	\$300.00	\$100.00	\$300.00
5	MANHOLE TO BE ADJUSTED	3	EA	\$200.00	\$600.00	\$485.00	\$1,455.00	\$500.00	\$1,500.00
6	VALVE BOX TO BE ADJUSTED	3	EA	\$105.00	\$315.00	\$135.00	\$405.00	\$150.00	\$450.00
7	AGGREGATE BASE	50	CF	\$4.85	\$242.50	\$3.95	\$197.50	\$2.00	\$100.00
8	PCC DRIVEWAY PAVEMENT	110	SF	\$10.05	\$1,105.50	\$10.85	\$1,193.50	\$13.00	\$1,430.00
9	HOT MIX ASPHALT SURFACE COURSE	12	TON	\$230.00	\$2,760.00	\$225.00	\$2,700.00	\$300.00	\$3,600.00
10	CAST IRON DETECTABLE WARNING SURFACE	40	SF	\$50.00	\$2,000.00	\$39.95	\$1,598.00	\$50.00	\$2,000.00
11	CONCRETE CURB & GUTTER REMOVE & REPLACEMENT	40	LF	\$55.00	\$2,200.00	\$48.50	\$1,940.00	\$55.00	\$2,200.00
TOTAL:					\$113,443.00		\$122,586.50		\$146,530.00



Illinois Department of Transportation

Division of Highways / Region 2 / District 2
819 Depot Avenue / Dixon, Illinois / 61021-3500
Telephone 815/284-2271

ARRA PROGRAM

Moline

Section 06-00233-00-BT

West Rock River Bridge – North Trail Connection

January 24, 2013

Mr. Scott Hinton
City Engineer
3635 4th Avenue
Moline, Illinois 61265

Dear Mr. Hinton:

Attached are five (5) copies of an Amendment to the Local Agency Agreement for Federal Participation (BLR 5310). Please have the Amendment signed and fill in your tax identification number and DUNS number.

Please return four (4) copies **with original signatures** to this office.

If you have any questions, please call Kevin Donner at (815) 284-5390.

Sincerely,

Paul A. Loete, P.E.
Deputy Director of Highways,
Region Two Engineer

A handwritten signature in black ink, appearing to read "Jason T. Nelson".

By: Jason T. Nelson
District Local Roads Engineer

Attach.

 Illinois Department of Transportation Local Agency Amendment # 1 for Federal Participation	Local Agency City of Moline	State Contract <input checked="" type="checkbox"/>	Day Labor <input type="checkbox"/>	Local Contract <input type="checkbox"/>	RR Force Account <input type="checkbox"/>
	Section: 06-00233-00-BT	Fund Type: ARE	ITEP and/or SRTS Number 202017		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-92-017-07	ARA-00D2(131)				

This Amendment is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

BE IT MUTUALLY AGREED that all remaining provisions of the original agreement not altered by this Amendment shall remain in full force and effect and the Amendment shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Amended Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction	587,802	(*)		()	146,951	(BAL)	734,753
Non-Participating Construction		()		()		()	
Preliminary Engineering		()		()		()	
Construction Engineering		()		()		()	
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
Materials							
TOTAL	\$ 587,802		\$		\$ 146,951		\$ 734,753

* 80% ARE funds NTE \$587,802.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

Local Agency

APPROVED

State of Illinois
Department of Transportation

Name of Official (Print or Type Name)

Ann L. Schneider, Secretary of Transportation Date

Title (County Board Chairperson/Mayor/Village President/etc.)

By: _____
Aaron A. Weatherholt, Deputy Director of Highways Date

(Signature) Date

Omer Osman, Director of Highways/Chief Engineer Date

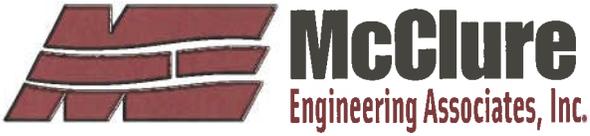
The above signature certifies the agency's TIN number is _____
conducting business as a Governmental Entity.

Michael A. Forti, Chief Counsel Date

DUNS Number _____

Matthew R. Hughes, Director of Finance and Administration Date

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.



January 30, 2013

Andrea Peterson
City of Moline
Public Works Department
3635 4th Avenue
Moline, IL 61265

RE: 2013 Hourly Rate Schedule

Dear Andrea:

As requested, we have enclosed a schedule of our current hourly rates.

We have a staff of 34 associates, including 12 licensed professionals, assigned to the Quad City Division with the necessary training and experience to assist the City with any project. We have capabilities in general municipal, transportation, water, wastewater, drainage, structural and geotechnical engineering and surveying. In addition, we have full-time dedicated staff for construction management, observation, inspection, layout and materials testing. In most cases we will be able to respond on short notice to your requests for assistance with our total staff of over 115 associates company-wide.

We would be happy to meet with you to discuss staffing any specific project needs for the City. If you desire to utilize our staff for any specific projects we would be pleased to prepare an agreement with a specific scope of services and fee or work from a City purchase order. If you have any questions or comments, please do not hesitate to contact us.

Thank you for this opportunity and we look forward to working with the City again.

Sincerely,

McClure Engineering Associates, Inc.

Brett J. Fetter, P.E.
Division Manager/Vice President

Steven P. Math, P.E.
Project Manager

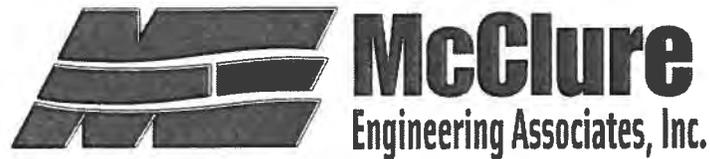
Mayor – City of Moline

Cc: Ali Gharamti

Date

Encl. (1) 2013 Hourly Rate Schedule

T:\ADMIN\Proposals\Moline Engineer 13.doc



2013 Hourly Rate Schedule

Principal In Charge.....	\$145.00/hr
Project Manager	\$119.50/hr
Project Engineer/Professional Engineer.....	\$109.00/hr
Survey Crew (Two Man).....	\$140.00/hr
Licensed Land Surveyor.....	\$114.50/hr
Licensed Structural Engineer	\$140.00/hr
Resident Engineer	\$95.00/hr
Engineering Intern.....	\$77.50/hr
CAD Technician.....	\$64.00/hr
Sr. Field/Design Technician	\$91.75/hr
Field/Design Technician III	\$83.25/hr
Field/Design Technician II.....	\$65.25/hr
Field/Design Technician I	\$54.50/hr
Clerical	\$57.00/hr
Nuclear Density Testing Equipment	\$12.00/test
Concrete Cylinder Testing.....	\$17.50/ea
Concrete Cylinder Molds	\$2.50/ea
Concrete Beam Testing	\$30.00/ea
GPS Equipment	\$400.00/day
Mileage.....	\$0.75/mi
Survey Pin with Cap.....	\$3/ea
Concrete Monuments	\$50.00/ea
Copies.....	\$0.20/ea
Prints (24" x 36")	\$2/ea
Per Diem.....	\$30/day
Lodging & Other Transportation.....	Cost
Sub-Consultants	Cost + 5%
Reimbursable Expenses.....	Cost +10%
Overtime Rates	Hourly Rate +35%
25% Surcharge for Depositions & Expert Witness Testimony	

Rates subject to change.

u:\eer\misc\hourly rate schedule 2013 doc



January 17, 2013

Ms. Rhonda Bartz
Municipal Services Center
3635-4th Avenue
Moline, IL 61265

Re: Temporary Technical Services

Dear Rhonda:

We are pleased to submit hourly rates for various classifications of employees for work on upcoming City of Moline projects in 2013. These rates would be in effect until December 31, 2013 and are as follows:

Project Hourly Rate Schedule	
Classification	Rate
Principal	\$170.00
Senior Project Manager	\$135.00
Project Manager	\$125.00
Project Engineer	\$110.00
Design Engineer	\$75.00
Land Survey Manager	\$135.00
Land Surveyor	\$115.00
Survey Party Chief	\$75.00
Survey Technician	\$50.00
Senior Engineering Technician	\$95.00
Engineering Technician	\$60.00
CAD Operator	\$50.00
Construction Services Manager	\$125.00
Construction Services Senior Technician	\$90.00
Construction Services Technician	\$70.00
Project Coordinator	\$75.00
Environmental Scientist	\$70.00
Network Manager	\$105.00
Clerical & Administration	\$45.00
Engineering Intern	\$30.00
Survey – Robotic	\$95.00
Survey – RTK	\$110.00

January 1, 2013
Missman, Inc.

The above standard hourly rates include overhead, profit, insurance, and normal costs for readiness to serve. Reasonable travel costs are also included. Lodging, per diem, and travel costs in excess of 50 miles from the office servicing the project will result in additional charges.

City of Moline
January 17, 2013
Page 2

We would appreciate as much lead time as possible to enable us to schedule our work force and provide a person or persons that best fits your needs on a particular project. If you wish to exercise this agreement please sign one copy and return to us in the enclosed envelope. We will not proceed on any project without a clear understanding and a written agreement identifying the project.

We look forward to working with you this year.

Respectfully,

MISSMAN, INC.

By 
Robert Strombeck
Chief Financial Officer

Accepted this _____ day of _____, 2013

CITY OF MOLINE

By _____

Title _____



January 17, 2013

Ms. Rhonda Bartz
Municipal Services Center
3635-4th Avenue
Moline, IL 61265

Re: Temporary Technical Services

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Senior Project Manager	\$135.00
Project Manager	\$125.00
Project Engineer	\$110.00
Design Engineer	\$75.00
Land Survey Manager	\$135.00
Land Surveyor	\$115.00
Survey Party Chief	\$75.00
Survey Technician	\$50.00
Senior Engineering Technician	\$95.00
Engineering Technician	\$60.00
CAD Operator	\$50.00
Construction Services Manager	\$125.00
Construction Services Senior Technician	\$90.00
Construction Services Technician	\$70.00
Project Coordinator	\$75.00
Environmental Scientist	\$70.00
Network Manager	\$105.00
Clerical & Administration	\$45.00
Engineering Intern	\$30.00
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City of Moline
January 17, 2013
Page 2

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We look forward to working with you this year.

Respectfully,

MISSMAN, INC.

By 
Robert Strombeck
Chief Financial Officer

Accepted this _____ day of _____, 2013

CITY OF MOLINE

By _____

Title _____

January 30, 2013

City of Moline
Attn: Mr. Scott Hinton
3635 Fourth Avenue
Moline, IL 61265

RE: Proposal for Agreement for Professional Consulting Services

Dear Mr. Hinton:

Thank you for considering Shive-Hattery for providing professional consulting services (i.e. architectural, engineering, construction observation, construction testing and surveying) for the City of Moline.

PROJECT DESCRIPTION

Projects being performed for the City of Moline which require architecture, engineering, construction observation, construction testing and surveying services.

SCOPE OF SERVICES

We will provide the architectural, engineering, construction observations, construction testing and surveying services for the projects. These services will consist of the tasks requested verbally or in writing by the City of Moline for a specific project.

ENGINEERING SERVICES DOCUMENTATION

Based upon your verbal or written request for services, we will provide you a professional consulting services letter or e-mail for your consideration which will include our understanding of the scope of services, a schedule for performing the services and an estimate for our fee. This letter or e-mail shall be made a part of the Agreement for Services when signed and dated by both parties.

YOUR RESPONSIBILITIES

It will be your responsibility to provide the following:

1. A copy of pertinent construction documents.
2. Access to the project sites.

SCHEDULE

We will begin our services based on your verbal authorization to proceed. The professional consulting services letter or e-mail must be approved by you and returned to us before any of our work product will be released. The services shall be performed in accordance with the schedule specified in the letter or e-mail.

COMPENSATION

We will provide the Scope of Services on an hourly rate plus reimbursable expenses based on our Standard Hourly Fee Schedule in effect at the time that the services are performed. See the attached Standard Hourly Fee Schedule. The terms of this agreement are valid for the calendar year 2013.

AGREEMENT

This proposal shall become the Agreement for Services when signed and dated by both parties. The attached STANDARD TERMS AND CONDITIONS between the City of Moline, Illinois and Shive-Hattery are made a part of this proposal and Agreement of Services.



TERM

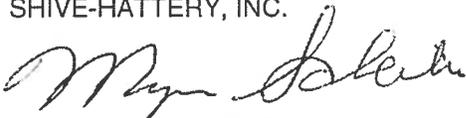
1. Initial Term. This agreement shall be effective for a period of one year from the date accepted, and shall pertain to all services authorized by the City within said one-year period.
2. Renewal. This agreement may be renewed in one-year increments as mutually agreed by the parties, but shall not be automatically renewed.

Thank you for considering this proposal.

Once you have executed this agreement, please return a signed copy to us in the enclosed green envelope. We look forward to working with you. If you have any questions concerning this proposal, please contact us at (309) 764-7650.

Sincerely,

SHIVE-HATTERY, INC.



Myron K. Scheibe, P.E., L.S.
Vice President, Operations Moline Office

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED	
CLIENT NAME: CITY OF MOLINE	
BY: _____	TITLE: _____
DATE ACCEPTED: _____	

Enc: Second copy of the Proposal with Moline Standard Terms and Conditions
Green envelope

MKS

STANDARD HOURLY FEE SCHEDULE
Effective January 1, 2013 to December 31, 2013

PROFESSIONAL STAFF:

Grade 1	\$ 78.00
Grade 2	\$ 91.00
Grade 3	\$ 102.00
Grade 4	\$ 113.00
Grade 5	\$ 124.00
Grade 6	\$ 135.00
Grade 7	\$ 149.00
Grade 8	\$ 164.00
Grade 9	\$ 179.00

TECHNICAL STAFF:

Grade 1	\$ 53.00
Grade 2	\$ 64.00
Grade 3	\$ 72.00
Grade 4	\$ 82.00
Grade 5	\$ 91.00
Grade 6	\$ 101.00
Grade 7	\$ 113.00

ADMIN STAFF: \$ 53.00

SURVEY STAFF:

One Person	\$103.00
Two Person	\$160.00

REIMBURSABLE EXPENSES:

TRAVEL

Mileage- Car/Truck	\$0.56/ Mile
Mileage- Survey Trucks	\$0.66/ Mile
Lodging, Meals	Cost + 10%
Airfare	Cost + 10%
Car Rental	Cost + 10%

IN-HOUSE SERVICES

Prints/Plots:

Bond	\$.30 /Sq.Ft.
Mylar	\$.75 /Sq.Ft.
Photogloss	\$.90 /Sq.Ft.
Color Bond	\$.60 /Sq.Ft.
Foam Core Mounting	\$ 13.00

OUTSIDE SERVICES

Computer Services	Cost + 10%
Aerial Photogrammetry	Cost + 10%
Professional Services	Cost + 10%
Prints/Plots/Photos	Cost + 10%
Deliveries	Cost + 10%

Color Prints:

Letter Size	\$ 1.00
Legal and 11x17	\$ 2.00

3-D Scanner/Hour

\$300.00

STANDARD TERMS AND CONDITIONS

Between The City of Moline, Illinois and Shive-Hattery, Inc.

PARTIES.

"S-H" shall mean Shive-Hattery, Inc. "CLIENT" shall mean the City of Moline, Illinois.

~~LIMITATION OF LIABILITY.~~

~~To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of S-H (including its officers, directors, shareholders, employees, agents and S-H's consultants and affiliated companies, and any of them) to CLIENT and anyone claiming by, through or under the CLIENT, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the project or this Agreement from any cause or causes, including, but not limited to, negligence, professional errors or omissions, strict liability or breach of any contract or any warranty, express or implied, of S-H, as defined in parenthesis above, shall not exceed the greater of the total compensation to be received, or actually received, by S-H under this Agreement or the sum of \$500,000.~~

HAZARDOUS MATERIALS - INDEMNIFICATION.

CLIENT hereby understands and agrees that S-H has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project and Agreement with respect to which S-H has been retained to provide services. The compensation to be paid S-H for said services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Likewise, S-H hereby understands and agrees that no exposure of persons or property to such substances or conditions, as referenced above, have been made or will be made by CLIENT in any manner whatsoever. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H (including its officers, directors, shareholders, employees, agents and S-H's consultants and affiliated companies, and any of them) harmless from and against any and all claims, losses, costs or damages of any nature whatsoever, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not, unless such claims, losses, costs, or damages, as referenced above, result from the negligence, errors, or omissions of S-H (including its officers, directors, shareholders, employees and S-H's consultants and affiliated companies, and any of them). Should any exposure of persons or property to such substances or conditions be caused by, arise out of, relate to, or result from, the negligence, error or omissions of S-H (including its officers, directors, shareholders, employees, agents and S-H's consultants and affiliated companies, and any of them), then S-H agrees to defend, indemnify, and hold CLIENT harmless from and against any and all claims, losses, costs, or damages of any nature whatsoever, arising out of, or resulting

from, the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

STANDARD OF CARE.

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

RIGHT OF ENTRY.

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment.

PAYMENT.

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall be increased for interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION.

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses.

INFORMATION PROVIDED BY OTHERS.

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is impossible for S-H to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold S-H (including its officers, directors, shareholders, employees, agents and S-H's consultants and affiliated companies, and any of them) harmless from and against any and all claims, losses, costs or damages of any nature whatsoever for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT to S-H.

STANDARD TERMS AND CONDITIONS

Between The City of Moline, Illinois and Shive-Hattery, Inc.

SHOP DRAWING REVIEW.

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST.

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION.

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

OTHER SERVICES.

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment To Agreement that contains an alternative compensation provision.

OWNERSHIP AND REUSE OF INSTRUMENTS OF SERVICE.

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold S-H (including its officers, directors, shareholders, employees, agents and S-H's consultants and affiliated companies, and any of them) harmless from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

DISPUTE RESOLUTION.

Any claims or disputes between the CLIENT and S-H made during or after the providing of services under this Agreement shall be submitted to non-binding mediation.

DELAYS.

S-H is not responsible for delays caused by factors beyond S-H's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, or delays caused by faulty performance by the CLIENT or by contractors of any level. When such delays beyond S-H's reasonable control occur, the CLIENT agrees S-H is not responsible for damages, nor shall S-H be deemed to be in default of this Agreement.

ASSIGNMENT.

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER.

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW.

This Agreement shall be governed pursuant to the laws of the state of Illinois.

EQUAL EMPLOYMENT OPPORTUNITY.

It is the policy of S-H to provide equal employment opportunities for all. S-H will not discriminate against any employee or applicant because of race, color, religion, sex, marital status, national origin, age, ancestry, veteran status, physical or mental handicap, unless related to performance of the job with or without accommodation.

COMPLETE AGREEMENT.

These Terms and Conditions, along with the attached letter for scope of services, schedule, and fees, constitute the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take precedence in the event of a conflict of terms.

City of Moline Public Works Department
3635 4th Avenue
Moline IL 61265

Attn: Andrea Peterson

Email: APeterson@moline.il.us

Re: Construction Testing & Inspection Services
2013 Testing Services for the City of Moline
Moline IL
TEAM Proposal No. 18-788.0

Thank you for giving us the opportunity to provide you with a scope of services and fee estimate for this project. We can provide these services from our Davenport office.

Qualified engineering technicians will be assigned to do the laboratory and field testing along with the observation services. These services would be done on a part-time basis with scheduling by a representative of your firm.

Written reports of tests and inspection results will be submitted promptly to your attention; report copies can be provided to a report distribution list that you specify. You can also be provided online access to your project test data and invoicing information and receive concrete, density, and asphalt reports by email as soon as they are approved. By communicating test results through email, your concerns and input can be responded to within hours.

TEAM Services is accredited in the areas of concrete, soils, aggregates, steel, fireproofing, and asphalt. With our ISO 9000 compliant accreditation, you can rest assured that you will receive high quality, reliable services when you entrust your projects to us.

Estimating of actual costs for our field services can be difficult due to factors, such as scheduling and weather conditions, which are out of our control. Whenever possible, sample pick-up will be incorporated into concrete or soil observation trips. Our fee will be based on the actual quantity of work performed in accordance with the attached fee schedule. Invoices will be submitted monthly. The following scope and fees are based on the information available and our experience with similar projects. If requested, a more accurate scope could be produced when the construction schedule and other relevant factors are known.

	Observations/tests to be performed	\$ Unit rates	Units
1.	• Services of Principal Engineer	\$110.00	/hour
2.	• Services of Senior Project Engineer	\$82.00	/hour
3.	• Services of Project Engineer	\$67.00	/hour
4.	• Services of Administrative Assistant or CAD Drafter (incl computer)	\$48.00	/hour
5.	• Services of Senior Engineering Technician	\$54.00	/hour
6.	• Services of AWS CWI Welding Inspector	\$60.00	/hour
7.	• Services of Lab Technician Level II	\$40.00	/hour
8.	• Services of Lab Technician Level III	\$42.00	/hour
9.	• Services of Field Technician	\$40.00	/hour
10.	Concrete and Asphaltic Concrete Coring Machine	\$65.00	/day
11.	Diamond Bit Charges	\$4.00	/inch
12.	Generator for Coring Machine	\$50.00	/day
13.	Compressive Strength Tests of 4 x 8 in. Cylinder, including Molds	\$10.00	/test
14.	Compressive Strength Tests of 6 x 12 in. Cylinder, including Molds	\$11.00	/test
15.	Standard Proctor Test (ASTM D-698)	\$100.00	/test
16.	Sieve Analysis (Includes No. 200 Sieve Wash)	\$35.00	/test
17.	Transportation Charges, Private Car or Company Vehicle	\$0.74	/mile

Please note our attached general terms and conditions. These should be considered a part of our contract for services. Should you find that this proposal meets your needs, please sign in the space provided below and return a signed copy to us. If you have any questions regarding this proposal, please do not hesitate to contact us. We appreciate the opportunity to be of service.

Sincerely,
TEAM Services

(es) Chad Hale
Quad Cities Construction Manager

Attachments: General Terms and Conditions, Scope of Accreditation

ACCEPTANCE

BY: _____ FOR: _____ DATE: _____
(Name of Individual) (Name of Firm)

The documents accompanying this transmission contain confidential information belonging to the sender which is legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on or regarding the contents of this transmitted information is strictly prohibited. If you have received this transmission in error, please immediately notify us by telephone to arrange for return of the original documents to us.

TEAM SERVICES TERMS AND CONDITIONS

PAYMENT TERMS – Payment is due upon receipt of our invoice. If payment is not received within thirty days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of one and one-half percent per month. If one and one-half percent per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable. Client agrees to pay all costs associated with collection of overdue invoices, including reasonable attorney's fees.

In the event Client requests termination of the services prior to completion, a termination charge in an amount not to exceed thirty per cent of all charges incurred through the date services are stopped plus any shutdown costs may, at the discretion of TEAM Services, be made. If during the execution of the services, TEAM Services is required to stop operations as a result of changes in the scope of services such as requests by the Client or requirements of third parties, additional charges will be applicable.

INSURANCE – TEAM Services maintains Worker's Compensation and Employer's liability Insurance in conformance with applicable state law. In addition we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury limits of \$500,000/\$500,000 and property damage limits of \$100,000. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that ten days written notice be given prior to cancellation. Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, TEAM Services will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.

STANDARD OF CARE – The only warranty or guarantee made by TEAM Services in connection with the services performed hereunder, is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for consulting services or by our furnishing oral or written reports.

LIMITATION OF LIABILITY – Client agrees that TEAM Services' liability of any damage on account of any error, omission or other professional negligence will be limited to a sum not to exceed \$50,000 or TEAM Services fee, whichever is greater. If client prefers to have higher limits on professional liability TEAM Services agrees to increase the limits up to a maximum of \$1,000,000 upon Client's written request at the time of accepting our proposal provided that Client agrees to Pay an additional consideration of two percent of our total fee, or \$200, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

SAMPLING OR TESTING LOCATION – The fees included in this proposal do not include costs associated with surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in TEAM Services' report or shown on sketches are based on specific information furnished by others or statements made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

RIGHT-OF-ENTRY – Unless otherwise agreed, Client will furnish right of entry on the property for us to make the planned borings, surveys, tests, and/or explorations. We will take reasonable precautions to minimize damage to the property caused by our operations, but we have not included in our fee the cost of restoration of damage which may result. If Client desires us to restore the property to its former condition, we will accomplish this and add the cost to our fee.

DAMAGE TO EXISTING MANMADE OBJECTS – It shall be the responsibility of the Client or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests or boring locations. TEAM Services' field personnel are trained to recognize clearly identifiable stakes or markings in the field and without special written instructions to initiate field testing, drilling, and/or sampling within a reasonable distance of each designated location. If TEAM Services is cautioned, advised or given data in writing that reveal the presence or potential presence of underground or overground obstructions, such as utilities, TEAM Services will give special instructions to its field personnel. As evidenced by Client's acceptance of this proposal, Client agrees to indemnify and save harmless from all claims, suits, losses, personal injuries, death and property liability resulting from unusual subsurface conditions or damages to subsurface structures, owned by Client or third parties, occurring in the performance of the proposed services, whose presence and exact locations were not revealed to TEAM Services in writing, and to reimburse TEAM Services for expenses in connection with any such claims or suits, including reasonable attorney's fees.

SAMPLE DISPOSAL AGREEMENT – Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests, and drilling samples or other specimens will be disposed of 60 days after submission of our report. Upon written request, TEAM Services will retain test specimens or drilling samples for a mutually acceptable storage charge and period of time.

OWNERSHIP OF DOCUMENTS – All documents, including, but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates, prepared by TEAM Services are instruments of service pursuant to this Agreement, shall be the sole property of TEAM Services. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without the written permission of TEAM Services. At the request and expense of Client, TEAM Services will provide Client with copies of documents created in performance of the work for a period not exceeding five years following submission of the report contemplated by this Agreement.

SAFETY – Should TEAM Services provide periodic observations or monitoring services at the job site during construction, Client agrees that in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by TEAM Services is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

SITE VISITS – Client agrees that TEAM Services will not be expected to make exhaustive or continuous on-site inspections but that periodic observations appropriate to the construction stage shall be performed. It is further agreed that TEAM Services will not assume responsibility for the contractor's means, methods, techniques, sequences or procedures of construction, and it is understood that field services provide by TEAM Services will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision," "inspection," or "control" are used to mean periodic observation of the work and the conducting of tests by TEAM Services to verify substantial compliance with the plans, specifications and design concepts. Continuous inspections by our employees does not mean that TEAM Services is observing placement of all materials. Full-time inspections means that an employee of TEAM Services has been assigned for eight-hour days during regular business hours.

GOVERNING LAW – This agreement shall be governed in all respects by the laws of the State of Iowa.

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2005
TEAM SERVICES, INC.
717 SE 6th Street
Des Moines, IA 50309
Jeff Roberts Phone: 515 282 8818

Valid To: April 30,2013

Certificate Number: 0576.01

In recognition of the successful completion of the A2LA evaluation process, accreditation is granted to this laboratory for:

CONSTRUCTION MATERIALS ENGINEERING

ASTM: C1077 (concrete), D3666 (bituminous), D3740 (soils), E329 (construction materials)

CONSTRUCTION MATERIALS TESTING

Concrete:

ASTM:	C31*	C39	C42*	C78	C138*	C143*	C172*	C173*	C174
	C192	C231*	C293	C617	C805*	C1064*	C1019	C1231	C1314
	E1155*								

Cement:

ASTM:	C109	C183							
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Masonry:

ASTM:	C140	C780 (Annex 1 and 7)		C1019	C1314				
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Aggregates:

ASTM:	C29	C40	C70	C88	C117	C127	C128	C131	C136
	C566	C535	C702	D75*	D4791	D5821			
AASHTO:	T304								

Soils:

ASTM:	D421	D422	D698	D854	D1140	D1556*	D1557	D2166	D2216
	D2419	D2435	D2487	D2488*	D2850	D4253	D4254	D4318	D4643
	D4718	D6938							

Bituminous:

ASTM:	D75*	D979*	D204I	D2172 (Method B)	D2726	D2950*	D3203		
	D3549	D3665	D4867	D6307	D6925	D6926	D6927		
AASHTO:	T30	T245	TP4						

Steel:

Field:	AWS.D 1.1, Erection Shop:	AWS, D1.1, Visual Welder Inspection
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Fireproofing:

ASTM:	E605
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Fireproofing Adhesion:

ASTM:	E736
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** This laboratory meets A2LA R104 -General Requirements: Accreditation of Field Testing and Field Calibration Laboratories for these tests or calibrations*



DEPARTMENT OF THE ARMY

ENGINEER RESEARCH AND DEVELOPMENT CENTER, CORPS OF ENGINEERS
GEOTECHNICAL AND STRUCTURES LABORATORY
WATERWAYS EXPERIMENT STATION, 3909 HALLS FERRY ROAD
VICKSBURG, MISSISSIPPI 39180-6199Y

Reply to the attention of:

September 25, 2012

Concrete and Materials Branch

Mr. Jeff Roberts
TEAM Services, Inc.
717 S E. 6th Street
Des Moines, IA 50309

An inspection of your materials testing laboratory was performed on March 24-25, 2010. You provided deficiency corrections to the materials Testing Center (MTC) on May 13, 2010. These deficiency corrections were compared to the ASTM Standards for compliance and found to be satisfactory.

Your Quality System meets the requirements of the U.S. Army Corps of Engineers. The material test methods that you are validated to perform for the U.S. Army Corps of Engineers are:

Aggregate Tests: ASTM C131, C227, C535, C702, and D75.

Bituminous Tests: ASTM D140, D2041, D2726, D2950, D3203, D3665, D3666, D5444, D6926, D6927, E329, and CRD-C650.

Masonry, Mortar & Grout Tests: ASTM C780 and C1019

Soil Tests: ASTM D421, D422, D698, D854, D1140, D1556, D1557, D1883, D2168, D2216, D2434, D2487, D2488, D3080, D3740, D4253, D4254, D4318, D4643, D5084, D6938, and E329.

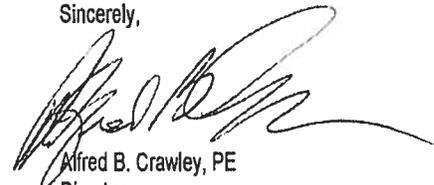
We will add your laboratory to the list of commercial laboratories qualified to conduct material tests for the U.S. Army Corps of Engineers; see the MTC page at <http://gsl.erd.c.usace.army.mil/SL/MTC>.

All Corps offices will be notified of this decision and will have the opportunity to use your services. TEAM Services, Inc., Des Moines, IA will remain on our list of laboratories qualified to conduct material tests until **July 19, 2015** three (3) years from the date of the inspection.

Davenport, Iowa Validation Certificate available upon request.

Copy Furnished:
Mr. Doug Comer / Louisville District

Sincerely,



Alfred B. Crawley, PE
Director
Materials Testing Center