



City of East Moline Committee of the Whole

City Council Chambers
915 16th Avenue
East Moline, IL 61244

DATE: **Monday, March 21st, 2011**

TIME: **“Immediately Following the
Regular Council Meeting”**

1	10 th Street Water Tower Replacement - Discussion Only	Chip Drake
2	Adoption of 2009 Fire Code	Rob DeFrance
3	Ladder Inspection on Quint 22	Rob DeFrance
4	5th Street Utility & Roadway Improvements	Tim Kammler
5	10th Street - 21 st -24 th Avenue	Tim Kammler
6	Police Vehicle Replacement	Chief Moreno

**ELEVATED TANK LIFE CYCLE COST
COMPARATIVE ANALYSIS PROGRAM**

Project Location- East Moline, IL - 500,000 gal

Report No. - 1
Date - Jun-11

Life Cycle Evaluation Period (Yrs) - 75

Interest Rate (%) - 5.00
Inflation Rate (%) - 3.00

Coatings Schedule	No. Repairs Per Repaint (0, 1, 2 or 3)	Coating Life (Yrs)	
		Original	Repair
Exterior		15	12
Interior Wet		15	15
Interior Dry		15	15

Tank Type	Composite		Spheroid		Fluted Column		Multi Legged	
Capacity (gallons)	500,000		500,000		500,000		500,000	
Height To HWL (ft.)	150.0		150.0		150.0		150.0	
Head Range (ft.)	38.0		38.0		37.5		30.0	
Coating Area (sf)								
-Exterior	9,800		13,000		20,500		22,500	
-Interior Wet	11,000		9,000		12,000		10,500	
-Interior Dry			5,800		18,500			
-Total	20,800		27,800		51,000		33,000	
Coating Cost (\$/sf)	Repaint	Repair	Repaint	Repair	Repaint	Repair	Repaint	Repair
-Exterior	6.00	2.00	6.00	2.00	6.00	2.00	6.00	2.50
-Interior Wet	6.00		6.00		6.00		6.00	
-Interior Dry			2.00	1.75	2.00	1.75		
Net Present Value Cost Summary								
Elevated Tank	1,400,000		1,040,000		1,085,000		925,000	
Future Coatings								
-Exterior	134,281		178,127		280,893		308,297	
-Interior Wet	150,723		123,319		164,425		143,872	
-Interior Dry			26,491		84,496			
-Total Coatings	285,004		327,937		529,814		452,169	
Total Cost (NPV)	\$ 1,685,004		\$ 1,367,937		\$ 1,614,814		\$ 1,377,169	

NPV Summary of Future Maintenance Costs

Project Location- East Moline, IL - 500,000 gal

Elevated Tank Type Composite Spheroid Fluted Column Multi Legged

Exterior

Year	Repaint	Repair				
15	X		44,065	58,454	92,177	101,170
30	X		33,023	43,806	69,078	75,818
45	X		24,748	32,829	51,768	56,819
60	X		18,546	24,602	38,795	42,580
75	X		13,899	18,437	29,074	31,910
Total			134,281	178,127	280,893	308,297

Interior Wet

Year	Repaint	Repair				
15	X		49,461	40,468	53,957	47,213
30	X		37,067	30,327	40,436	35,382
45	X		27,778	22,727	30,303	26,515
60	X		20,817	17,032	22,710	19,871
75	X		15,600	12,764	17,019	14,891
Total			150,723	123,319	164,425	143,872

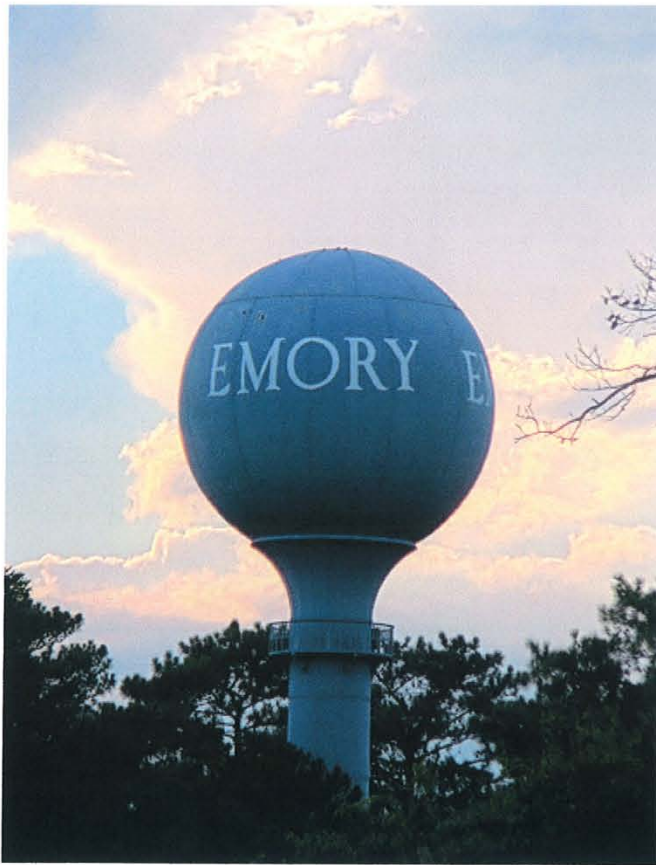
Interior Dry

Year	Repaint	Repair				
15	X			8,693	27,728	
30	X			6,515	20,780	
45	X			4,882	15,573	
60	X			3,659	11,670	
75	X			2,742	8,746	
Total				26,491	84,496	

Total NPV			285,004	327,937	529,814	452,169
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Composite Tower



Spheroid



Fluted Colum



Multi-Legged

Significant Changes in the International Fire Code 2003 to 2009

The 2009 edition of the International Fire Code continues to address the conditions that affect the health and safety of the public, as well as emergency responders. The 2009 edition of the fire code includes both new and improved prescriptive and performance-based model codes regulating both new and existing structures throughout our community. The 2009 edition of the I.F.C. is fully compatible with the family of codes used by our own building department, as well as other municipalities within the Quad City area.

The International Series of Codes focuses on regulations affecting or related to structures, processes, premises and safeguards regarding; the hazards of fire and explosion, conditions hazardous to life and property, as well as occupancy operations. This code also relates to matters of construction or repair of fire suppression and alarm systems and those matters which affect the safety of firefighters and emergency responders. It is the intent of the I.F.C. to prescribe regulations to reduce hazards throughout the community's entire building stock.

New & Updated Regulations adopted within the 2009 IFC:

Chapter 1: Administration

Section 102.5 New section: Addresses application of the residential code. This section states that where buildings are constructed in accordance with the *International Residential Code*, the provisions of the fire code shall apply as it relates to; premise identification, fire apparatus access and water supply, where interior and exterior systems and devices are installed, operated and maintained.

Chapter 3: General Requirements

Section 307 Open Burning, Recreational Fires and Portable Outdoor Fireplaces: This section specifically adds provisions for outdoor fireplaces not previously addressed in previous codes. It does not change the provisions previously enforced.

Chapter 4: Emergency Planning and Preparedness

Section 403.3 Crowd Manager: New section for group A occupancies or events where more than 1,000 people congregate. The provisions of this code require that a trained person designated as a crowd manager is established at a ratio of one crowd manager to every 250 persons in attendance of the event. The intent of this provision is not to require the hiring of dedicated staff to fulfill this requirement. Employees who are properly trained in understanding the fire safety plan can serve as crowd managers.

Chapter 5: Fire Service Features

Section 510 Emergency Responder Radio Coverage: These are new requirements which address the signal coverage of public safety radio systems in new and existing buildings. These new requirements are the direct result of communications problems identified and experienced at the World Trade Towers incident. This code change gives emergency responders the authority to identify communications problems and require appropriate solutions to be implemented.

Chapter 9: Fire Protection Systems

Section 903 Automatic Sprinkler Systems: The requirements for the installation of sprinkler systems have generally been increased. The increased requirements were placed on public assemblies, health care facilities, educational facilities, storage and repair garages and furniture stores.

Section 903.2.1.2 Group A-2: An automatic sprinkler system shall be provided where one of the following conditions exists: The fire area has an occupant load of 100 or more or the fire area is located on a floor other than a level of exit discharge serving such occupancies. This requirement applies to new bars, restaurants, night clubs and banquet halls. The occupant load requirement was reduced from 300 to 100. The code change also would affect multi-story assemblies.

Section 903.2.7 Group M: An automatic sprinkler system shall be provided throughout a building containing a group M occupancy used for the display and sale of upholstered furniture. This change requires that all new furniture stores are required to install a sprinkler system regardless of the square footage of the building. This requirement stems from the numerous large loss fires and firefighter injuries associated with these occupancies in past years.

Section 907 Fire Alarm and Detection Systems: This section of code changes revised and reformatted the arrangement of the fire alarm and detection system requirements. This code change addresses changes in new and existing buildings as it applies to safety function requirements, initiating devices, occupant notification systems, installation requirements, acceptance testing, inspection, testing and maintenance of these systems. This code change also improves the IFC by clearly stipulating when occupant notification is required.

Chapter 10: Means of Egress

Section 1008.1.10 Panic and Fire Exit Hardware: This code requires the need for panic hardware on doors serving a Group A occupancy with occupant load of 50 or more people. This is a change from the 2003 code which had an occupant threshold of 100 people.

Section 1021 Number of Exits and Continuity: This section was revised in the 2006 code cycle and enhanced the number of exits, as well as the allowable travel distances to required exit in different occupancies.

Section 1024 Luminous Egress Path Markings: Photoluminescent or self-luminous exit path markings are now required in exit enclosures of new and existing high-rise buildings. The code changes describe where, how and to what standard these markings must comply with. These new requirements are the direct result of exit passageway problems identified and experienced at the World Trade Towers incident. These new standards only apply to high-rise buildings which are defined as buildings that have floors more than 75 feet above the lowest level of fire department access. These new standards apply to existing buildings and will affect a number of residential facilities in Rock Island.

Chapter 15: Flammable Finishes

Section 1506 Powder Coating: This section has changed to clarify where powder coating can occur and what the requirements for the construction of powder coating rooms and booths are. Previous requirements were more restrictive for powder coating than for solvent formula paints. These new requirements now reflect standards that are based on new less environmentally hazardous operations.

Chapter 22: Motor Fuel-Dispensing Facilities and Repair Garages

Section 2204.4.1 Approved Containers Required: This section has been revised by limiting the volume of containers that class I, II, and IIIA liquids can be dispensed into at motor fuel-dispensing facilities. Containers are now limited to a maximum volume of 6 gallons unless the container is listed.

Chapter 24: Tents and Other Membrane Structures

Section 2401.1 Scope: A change was made in this section to remove canopies from the requirements of this code. The code was also revised and correlated in the IFC and IBC to reflect the unification needed in these two codes.

Chapter 46: Existing Buildings

Chapter 46 is a new chapter in the 2009 edition of the International Fire Code. This chapter compiles many of the previously existing code requirements for existing buildings and locates them within this chapter for easy reference. This chapter's main focus is placed on building fire protection and life safety requirements. Section 4603 addresses fire safety requirements for open shafts, provisions requiring automatic sprinkler systems, standpipes, fire alarm detection and

notification systems. Section 4604 deals with the minimum means of egress required for existing buildings which was previously located in section 1027.



March 1, 2011

Chief John DeFrance
City of East Moline Fire Department
1523 Morton Drive
East Moline, IL 61244

Our Reference: Quote Letter

Subject: Fire Apparatus Inspections

Dear Chief DeFrance:

Thank you for your interest in our fire apparatus inspection services. UL is a not-for-profit third party testing organization that has a long history of working with the fire service by testing fire department aerial devices, ground ladders and pumps.

What sets UL apart?

- Accredited to ISO 17020
- UL Field Representatives certified as Level II NDT to ASNT CP-189
- Local UL Field Representatives
- Dedicated to Public Safety and the Fire Safety Industry for over 116 years
- The leading US Safety Certification Organization.

Information regarding each of our services is provided below.

Aerial Devices:

UL offers an Annual Aerial Inspection Service, with optional Non-Destructive Tests (NDT). All inspection and test are conducted in accordance with NFPA Standard 1911; "Standard for the Inspection, Maintenance, Testing and Retirement of In-Service Automotive Fire Apparatus."

The Annual Aerial Inspection Service includes, but is not limited to, a load test, all operational tests, water tests, and the hydraulic fluid analysis.

Non-Destructive Tests (NDT) when conducted in conjunction with the Annual Aerial Inspection includes ultrasonic, magnetic particle, visual and dye-penetrant inspection where applicable.

The price for the Annual Aerial Inspection Service is \$900.00 (\$1250.00 with NDT). If the aerial manufacturer is either Schwing or Bronto, the price for testing is \$1450.00 (\$1800.00 with NDT) and testing may take up to two days.

Our Annual Aerial Inspection Services are aimed at helping fire departments across the country keep their equipment in serviceable condition.

A level area with electricity and water should be available for the inspection. UL PERSONNEL ARE NOT AUTHORIZED TO OPERATE FIRE DEPARTMENT AERIALS. A trained and qualified operator MUST be available during the aerial testing.

Ground Ladders:

Ground ladders are tested in accordance with NFPA Standard 1932; “Standard on Use, Maintenance, and Service Testing of In-Service Fire Department Ground Ladders.”

The price for the testing of ground ladders is \$2.60 per linear foot. There is a minimum charge of \$600.00. However, that charge is waived if UL is testing your aerial device(s) and/or pumpers on consecutive days. Heat Sensor Labels are available for purchase, if needed, at \$2.50 each.

UL Field Representatives are equipped to inspect up to 500 feet of ground ladders per day.

Pumps:

In-service pumps are tested in accordance with NFPA 1911; “Standard for the Inspection, Maintenance, Testing and Retirement of In-Service Automotive Fire Apparatus.”

UL has fully equipped trailers with a 3000-gallon portable water tank and associated equipment that provide for ease of testing at your fire department or local designated facility.

The price for one pump test utilizing UL equipment is \$1050.00. However, UL does offer multiple unit discounts:

**2 Pumps - \$625.00 each
3 Pumps - \$425.00 each
4 or more - \$400.00 each**

The price for one pump test work utilizing a pump pit is \$725.00, with the following multiple unit discounts:

**2 Pumps - \$450.00 each
3 Pumps - \$400.00 each
4 or more - \$350.00 each**

If the vehicle has a fixed power source (generator) that takes its power off of the same engine that drives the pump and was built after 1996, the generator must be run at 50% of the Power Source Specification Label (PSSL) or the generator nameplate if no PSSL is present.

The price for each generator test is \$75.00.

UL Field Representatives are equipped to inspect up to 4 pumps in one day.

Report and Certificate:

After completion of our work, a copy of our inspection and test Report will be provided to you. If the equipment is found to comply with the applicable requirements, UL will also issue a Certificate.

Although a Certificate is not required by the aforementioned NFPA Standards, this service is provided by UL. If non-compliant items are found during an inspection, a re-inspection would be required in order to obtain a Certificate.

The re-inspection price is **\$125** per hr. with a minimum charge of **\$375.00**.

Enclosed is UL's Global Services Agreement (GSA), a contractual agreement covering the majority of UL's services. The Program Terms and Conditions are also included with this letter. Please review the enclosed agreement carefully to ensure that all of your Company's information is complete and accurate. Do not modify the text of the agreement. If the text is altered, the agreement is void. Please complete all lines in the signature portion of the agreement and have it signed by an employee or officer of your company who has full authority to accept the agreement on the company's behalf and bind the company to its terms. The agreement cannot be signed by an agent or other type of third party representative.

Please retain a copy for your records and return a completed, signed copy (all pages) by e-mail or mail to the applicable address listed on the top of the agreement.

Returning the agreement via e-mail: You may print a hard copy of this agreement and scan the signed agreement at a resolution that is legible.

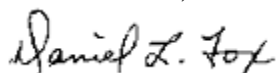
Returning the agreement via mail: You may elect to mail a hard copy of the complete agreement to the applicable address listed on the top of the agreement.

PLEASE NOTE, THE GLOBAL SERVICES AGREEMENT MUST BE SIGNED BY AN AUTHORIZED OFFICIAL OF YOUR COMPANY AND RETURNED TO UL BEFORE UL MAY PERFORM SERVICES UNDER THIS QUOTATION.

We know that you rely on this apparatus to protect your fire fighters and your community. Let UL utilize our experience, training and equipment to provide you with the most comprehensive fire apparatus inspection services in the industry.

If you have questions concerning these programs, or wish to schedule aerial device, ground ladder, or pump inspections, please do not hesitate to contact us.

Sincerely,
Daniel L. Fox,



Customer Service Professional
Underwriters Laboratories Inc.
Phone: 1-877- 877-854-3577 Ext. 44682
Email: CustomerService_Elements_UL@us.ul.com

**FIRE EQUIPMENT SERVICES TERMS
FOR
INSPECTION OF IN-SERVICE AUTOMOTIVE FIRE APPARATUS AND EQUIPMENT**

These additional Terms shall govern all Fire Equipment Services (“FES”) for Inspection of In-Service Automotive Fire Apparatus and Equipment performed by Underwriters Laboratories Inc., its subsidiaries and affiliates (“UL”), and set out the responsibilities and obligations of a UL client (“Client”). These Terms are incorporated by reference into UL’s Global Services Agreement and are an integral part of the Agreement with UL.

1. **Scope of Service.** Upon Client’s request, UL will perform inspection of in-service automotive fire apparatus and equipment (“FES Services”), according to the appropriate provisions of:

- (i) Standard 1901 for Automotive Fire Apparatus;
- (ii) Standard 1911 for Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus; and
- (iii) Standard 1932 for Use, Maintenance, and Service Testing of In-Service Fire Department Ground Ladders or as promulgated by the National Fire Protection Association (NFPA).

These additional Terms cover FES Services for automotive fire apparatus already in-service. The FES Services requested by Client and to be provided by UL shall be set out in quotation letter(s) (“Quotation Letter”). The Client agrees to cooperate with UL to facilitate the agreed upon inspection of the designated equipment. Upon written request, each of the parties hereto shall execute and deliver, or cause to be executed and delivered, such additional instruments and documents as may be necessary to carry out the terms of this Agreement.

UL’s Quotation Letter shall be incorporated into and made a part of this Agreement and shall establish the sole purpose, scope, and nature of work to be provided by UL. UL agrees to inspect in-service automotive fire apparatus and equipment described in the Quotation Letter, and report the results of such inspection. Except as recorded in the report, UL makes no statement, express or implied, as to the construction, materials, or design of such in-service automotive fire apparatus and equipment.

Each Quotation Letter issued under this Agreement covers inspections determined to be appropriate for the in-service automotive fire apparatus and equipment. Upon conclusion of the inspection, UL will issue an inspection report and, if appropriate, issue a Certificate of Inspection. In the event additional services are requested by Client or required by UL, a new Quotation Letter with a new cost limit may be required. Charges are due and payable, without discount, upon completion of the work, and upon presentation of invoices. It is understood that Client’s obligation for all charges accruing under this Agreement continues in full force and effect irrespective of whether the inspection does or does not result in a Certificate of Inspection. It is further understood that Client is responsible for payment of all bank fees incurred with wire transfers.

2. **Price.** UL’s Quotation will establish the price for the FES Services. UL's Quotation will depend upon the type of product and the inspection requirements. UL’s Quotation is subject to change at UL’s discretion, upon reasonable notice to Client, and depending upon the requirements of the specific project. A new Quotation Letter will be issued if UL changes its pricing or services.
3. **Requirements, Specifications, and Protocols.** Client is solely responsible for establishing or selecting all requirements, specifications, and protocols that UL may use in performing FES Services, regardless of the source of information used to develop the requirements and specifications. For purposes of FES Services, Client acknowledges that it is responsible for selecting the NFPA Standards. UL may be able to provide Client with assistance in developing protocols that meet Client’s needs. In all cases, however, Client must review and approve the final requirements and protocols.

The Client recognizes that many procedures required by UL's FES Services under this Agreement are inherently hazardous and require the loading of the in-service automotive fire apparatus and equipment under the conditions stated in the NFPA Standards. The Client agrees that UL neither assumes nor accepts any responsibility for any injury or damage to property or personnel that may occur during or as a result of such FES Services. **CLIENT IS SOLELY RESPONSIBLE FOR PROVIDING A SAFE AND SUITABLE INSPECTION SITE ALONG WITH A QUALIFIED OPERATOR OF THE APPARATUS AS DESCRIBED IN THE QUOTATION LETTER.**

The Client agrees that UL, in performing its functions in accordance with its objects and purposes, does not assume or undertake to discharge any responsibility of the Client to any other party or parties. The Client recognizes that UL's opinions and findings represent its judgment given with due consideration to the necessary limitations of practical operation and in accordance with its objects and purposes, and agrees that UL does not warrant or guarantee its opinions or that its findings will be recognized or accepted.

4. **Estimated Schedule.** Each FES project is different and the schedule will depend on the particular service being conducted. UL reserves the right to amend the schedule at its discretion, upon reasonable notice to Client.
5. **Inspection Site.** UL may perform FES Services on-site at Client's facilities or, upon Client's request, at facilities of other parties. Client agrees that UL representatives shall have safe, secure, and free access to the facilities where the requested services will be performed. UL shall direct its representatives to exercise due care in complying with any safety regulations which may be generally applicable to the facility's personnel. Access to the facilities by UL representatives shall not be conditioned upon the execution of any agreement, waiver, or release. If UL representatives are prevented from performing or completing any on-site services for any reason beyond UL's reasonable control, UL shall not be responsible for the non-performance, and Client may be charged for any actual expenses UL incurs, including part of the price equal to the cost of services already performed.
6. **Deliverables.** When UL completes the FES Services, UL will provide Client with a report and/or Certificate of Inspection outlining the method and results of the FES Services. If UL requires the Client to resolve any items that do not comply with NFPA Standards and/or the FES Services, Client will correct these items prior to UL issuing a report and/or Certificate of Inspection. Except as recorded in the report and/or Certificate of Inspection, UL makes no statement, express or implied, as to the construction, materials or design of such in-service automotive fire apparatus and equipment.

The Client agrees that UL, in performing its functions in accordance with its objects and purposes, does not assume or undertake to discharge any responsibility of the Client to any other party or parties. The Client recognizes that UL's opinions and findings represent its judgment given with due consideration to the necessary limitations of practical operation and in accordance with its objects and purposes, and agrees that UL does not warrant or guarantee its opinions or that its findings will be recognized or accepted. The FES Services, report/or Certificate of Inspection provided under this Agreement are provided solely for the benefit and exclusive use of the Client.

7. **Use of UL's Name and Marks.** FES Services shall *not* result in UL product safety certification or any authorization to use UL's registered marks. Except as otherwise expressly authorized by UL, Client shall not use UL's name, abbreviation, or symbols, or any other form of reference which may be interpreted to mean Underwriters Laboratories Inc., its subsidiaries or affiliates, on or in connection with any oral or written advertising, promotions, or otherwise.



the standard in safety

Underwriters
Laboratories

01-MAR-2011

John Defrance
CITY OF EAST MOLINE
FIRE DEPT 1523 MORTON DR
EAST MOLINE, IL, 61244, US

Subject: Acceptance of Agreement Requested

Dear John Defrance:

We are enclosing our agreement titled Global Services Agreement, and bearing Agreement No. 5000423677.

Please review the enclosed agreement carefully to ensure that all of your Company's information is complete and accurate. Do not modify the text of the agreement. If the text is altered, the agreement is void.

Please complete all lines in the signature portion of the agreement and have it signed by an employee or officer of your company who has full authority to accept the agreement on the company's behalf and bind the company to its terms. The agreement cannot be signed by an agent or other type of third party representative.

Please retain a copy for your records and return a completed, signed copy (all pages) by e-mail, mail or fax to the applicable address listed on the top of the agreement.

- Returning the agreement via e-mail
You may sign this agreement via digital signature. You may also print a hard copy of this agreement and scan the signed agreement at a resolution that is legible.
- Returning the agreement via mail
You may elect to mail a hard copy of the complete agreement to the applicable address listed on the top of the agreement.
- Returning the agreement via fax
We do not recommend returning the signed agreement via fax, but this option is available if you so choose.
Note: if ANY word in the faxed copy of the agreement is not legible, you will need to use other means to return a complete signed copy of the agreement.

Sincerely,

Fox, Daniel L
Fax: 1-847-574-4005
E-mail: CustomerService_Elements_UL@us.ul.com

Any information and documentation involving UL Mark services are provided on behalf of Underwriters Laboratories Inc. (UL) or any authorized licensee of UL.

GLOBAL SERVICES AGREEMENT

Subscriber No: **100561-703**
Agreement No: **5000423677**
(For Internal UL Use Only)

Mail to: Fox, Daniel L, 333 Pflugsten Road---Northbrook-IL--60062-United States

Fax to: 1-847-574-4005

E-mail to: CustomerService_Elements_UL@us.ul.com

THIS GLOBAL SERVICES AGREEMENT is made as of **01-MAR-2011** (the "Effective Date"), by and between Underwriters Laboratories Inc., a not-for-profit Delaware Corporation, its subsidiaries and affiliates (collectively, "UL") and

CITY OF EAST MOLINE ("Client")

(Client Name)

whose principal place of business is

FIRE DEPT 1523 MORTON DR

EAST MOLINE, IL, 61244, US

("Principal Place of Business") (Client Address, City, State/Province and Country)

This Global Services Agreement, the Service Terms and Conditions for the specific services requested by Client ("Services", as defined below), and the UL quotation, order form or order confirmation (collectively, "Quotation") provided to Client for such specific Services, as explicitly incorporated herein ("this Agreement"), shall collectively constitute the entire agreement that governs UL's performance of Services for Client, and shall supersede all other agreements, applications or Quotations whatsoever between the Parties with respect to the Services (whether written or oral). Unless otherwise specified in the Service Terms and Conditions; the contracting party for Services provided under this Agreement is:

(A) Underwriters Laboratories Inc.; or (B) the contracting party for clients whose Principal Place of Business located in: (i) Canada is Underwriters Laboratories of Canada Inc.; (ii) Taiwan, Thailand, New Zealand and Australia is UL International Services B.V.; (iii) India is UL India Pvt. Ltd.; (iv) Brazil is UL do Brasil Ltda; and (v) Argentina is UL de Argentina S.r.l.

1. Scope of Services. What UL Is and What UL Does: Client hereby expressly acknowledges and agrees as follows: UL is a private voluntary organization whose primary function is, upon Client's request, to provide Services. **What UL Is Not and What UL Does Not Do:** Client expressly acknowledges and agrees that UL is not a designer, manufacturer, marketer, seller, endorser, guarantor, or insurer of any product or system of any kind anywhere. Thus, by providing services hereunder, UL is not assuming any obligation -- including any duty of care -- toward Client or toward any third party in any way related to the design, non-UL testing, manufacture, marketing, or sale of any product(s) or system(s) that Client submits to UL for Services. Rather, Client acknowledges and agrees that Client is solely responsible for the design, non-UL testing, manufacture, marketing, and sale of any product(s) that it submits to UL for Services. Furthermore, Client expressly acknowledges and agrees that (a) UL's provision of Services hereunder is not intended to supplant Client's examination and testing of such product(s) or system(s); (b) by its performance of Services, UL is not assuming any duty that Client might otherwise have to examine and/or test the design of such product(s) or system(s), either before or after manufacture or sale; (c) UL is not in any way "endorsing," or warranting the "safety" or performance of, such product(s) or system(s); and (d) in rendering Services hereunder, UL does not intend to supply, and is not supplying, information for the guidance of Client in the conduct of its business.

2. Terms for Specific Services. UL provides a wide variety of Services to its Clients, each of which has its own applicable set of Service Terms and Conditions. CLIENT ACKNOWLEDGES AND AGREES THAT THE SERVICE TERMS AND CONDITIONS APPLICABLE TO EACH AND EVERY SPECIFIC SERVICE THAT CLIENT REQUESTS UNDER THIS AGREEMENT ARE EXPRESSLY INCORPORATED BY REFERENCE HEREIN AND ARE AN INTEGRAL PART HEREOF. The specific Services requested by Client, and to be provided by UL, will be set forth in individual Quotations from UL to Client. Each such Quotation incorporates all Service Terms and Conditions applicable to each such Service as of the date of the Quotation. Such applicable Service Terms and Conditions are set forth at www.ul.com/contracts. Any service requested by Client and provided by UL, regardless of whether a Quotation is issued, will be considered "Services" for the purpose of this Agreement and will, therefore, be governed by the terms of this Agreement. The term "Services" includes, but is not limited to, UL's conception, development, promulgation, review, publication, modification, withdrawal, interpretation, use, and/or application of any testing standard or requirement, including UL's Standards.

3. Payment Terms. Client shall pay, in full and without set off, UL fees and related expenses upon receipt of UL's invoice. Client shall not deduct any wire or transfer fees, taxes, duties, or levies. UL may charge interest at the rate of 1.5% per month (18% per year), or the maximum legal rate, on all outstanding balances, from the due date until paid in full. Client agrees to pay reasonable collection costs, including attorneys' fees, if necessary, in the event of untimely payment or non-payment. If charges are not paid when due, UL may deny or withdraw any UL Services to or from Client.

4. Deposit and Credit Information. UL may require a preliminary deposit (to be credited against the total charges) before UL begins Services. UL, its subsidiaries and its affiliates, also reserve the right to share a Client's credit history among themselves.

5. Client Information. Client represents and warrants that all information and/or data provided to UL by Client, or on Client's behalf, are complete and accurate and that UL may rely thereon when providing Services. If any information and/or data provided to UL by Client, or on Client's behalf, are either incomplete or inaccurate, UL shall not be liable in any manner for any performance or alleged non-performance of Services under this Agreement. Client agrees and consents to UL sharing Client's information and data, including its employees' personal data, with UL's subsidiaries, affiliates, subcontractors or third parties, in order for UL to: (i) perform the Services; (ii) conduct surveys for input about UL and its services or the improvement of UL's services and provide additional information about UL's Services to Client including, without limitation, marketing materials, in any media including, without limitation, e-mail, phone or otherwise; or (iii) act in the interest of public safety. Client further represents and warrants that all information and data provided to UL by Client are properly owned or licensed by Client, do not infringe upon the intellectual property rights of any third party, and that Client is allowed to provide such information to UL without restriction.

6. Ownership of Work Product. UL shall retain all right, title, and interest, in and to any reports, procedures, data, calculations, notes, or other documents in any form whatsoever conceived, prepared, or originated by UL.

7. Confidentiality. Subject to Paragraph 5 above, UL shall use reasonable efforts to maintain in confidence, and not to knowingly disclose to third parties (except UL's affiliates, subsidiaries, and subcontractors), information that it obtains in confidence from Client ("Confidential Information"), without Client's prior written consent. Confidential Information shall not include information that is (a) already known to UL; (b) publicly available; (c) subsequently acquired by UL from other sources in a manner that does not constitute a breach of this Agreement; (d) disclosed by UL when deemed in its sole discretion, to be necessary to UL's performance of the requested Services; (e) required to be produced pursuant to an order or command of any judicial, regulatory, or accreditation authority; (f) required by any common law or statutory duty; or (g) disclosed in the interest of public safety. UL shall take reasonable steps to safeguard client data within UL systems prior to external transmission and may transmit Client's Confidential Information and data to Client through the Internet or any public network, unless otherwise directed in writing by Client.

8. Samples. If the Services require examination of samples, the Client will ship the samples to UL at Client's expense. Upon completion of testing, the samples may be destroyed, unless other arrangements are made for the return of the samples at Client's expense. Client hereby expressly acknowledges and agrees that testing and sample preparation may damage and/or destroy any sample that Client has provided for such testing and/or sample preparation. Client further expressly agrees that under no circumstances will client seek to hold UL liable for any such damage or destruction, and UL will not be so liable.

9. Subcontracting. Client agrees that UL may subcontract the Services to third parties. Client authorizes UL to disclose all information to the subcontractor, including Confidential Information, necessary for such performance of the Services by the subcontractor. UL shall provide as a term of any such subcontract that the subcontractor shall meet UL's current qualification requirements and shall comply with UL's requirements for confidentiality, conflicts of interest, and ethical standards.

10. UL's Name or Marks. Client acknowledges and agrees that UL is the sole and exclusive owner of all rights, title and interest in and to UL's name and trademarks including, without limitation, service marks and certification marks (collectively, the "Marks"). Except for Client's right to use the Marks as specifically granted in this Agreement, Client has no rights or interest in or to such Marks. Client agrees that it will not during the term of this Agreement or at any time thereafter, contest or assist any third party in contesting the validity of UL's ownership of the Marks. Client acknowledges that any misuse of the Marks, UL's name, reports, certificates or other documents would result in irreparable harm to UL for which damages at law would be an insufficient remedy. Accordingly, Client further agrees that UL may seek injunctive relief in any court of competent jurisdiction to specifically prohibit the continuing misuse by Client of the Marks, UL's name, reports, certificate, or other documents and hereby waives all defenses to the strict enforcement of the terms of this paragraph.

11. Export Control. Client represents and warrants that it: (a) will not cause UL to violate any export, trade or other economic sanction law; (b) will promptly advise UL if a project involves technology that is subject to any government controls, including U.S. export controls, and will promptly supply all information needed to comply with those controls; and (c) will make payment to UL for Services rendered under this Agreement with funds obtained and through financial institutions and accounts in compliance with applicable laws concerning the prevention of money laundering, terrorist financing and other illicit activities, including those enforced by the U.S.

12. No Assignment. Neither Party may assign any of its rights or obligations under this Agreement to any other person without the other Party's express, written consent, except that UL, upon prior written notice to Client, may assign this Agreement or any of its rights or obligations under this Agreement to any of its subsidiaries or affiliates.

13. No Third Party Beneficiaries. The Parties intend that no provisions of this Agreement shall in any way benefit any third party, and that no third party shall have any rights or cause of action under this Agreement. Neither Party is an agent for an undisclosed principal, and the Parties acknowledge and agree that any such undisclosed principal would have no rights or causes of action against UL for any Services requested by, or provided to, the Client under this Agreement.

14. Waiver. Any failure by a Party to insist upon the performance of any provision of this Agreement shall not constitute a waiver of any rights under the Agreement or a waiver of any right to future performance of that provision. For any waiver of any provision of this Agreement to be effective, it must be set forth in a writing executed by authorized agents for both Parties.

15. Limitation of Remedies Available To Client. UL will provide Services hereunder in accordance with professional standards of conduct generally applicable to conformity assessment service organizations. In the event a tribunal described in Paragraph 22 hereof determines that UL has failed to comply with such standards of conduct in providing such Services and that such failure directly caused harm to Client, UL will compensate Client for such harm, PROVIDED, HOWEVER, that the amount of such compensation shall under no circumstances exceed the amount of fees paid by Client to UL for the specific portion of the Services rendered hereunder that directly caused harm to Client, and PROVIDED FURTHER that under no circumstances shall UL be liable to Client for any incidental, consequential, or punitive damages. OTHER THAN AGREEING THAT IT WILL COMPLY WITH PROFESSIONAL STANDARDS OF CONDUCT GENERALLY APPLICABLE TO CONFORMITY ASSESSMENT SERVICES ORGANIZATIONS IN ITS PERFORMANCE OF SERVICES HEREUNDER, UL MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ITS PROVISION OF SERVICES HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY "IMPLIED WARRANTY OF MERCHANTABILITY" OR "IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE," AND EXPRESSLY DISCLAIMS THE SAME.

16. Release And Waiver. IN CONSIDERATION OF UL'S AGREEMENT TO PERFORM SERVICES FOR CLIENT HEREUNDER, CLIENT HEREBY EXPRESSLY WAIVES, RELEASES, AND EXEMPTS UL AND ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, AFFILIATES, AGENTS, AND SUBCONTRACTORS FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION WHATSOEVER FOR ANY ALLEGED LOSS, DAMAGE, OR INJURY, OTHER THAN A CLAIM FOR COMPENSATION FROM UL PROVIDED FOR IN PARAGRAPH 15. THIS EXPRESS RELEASE AND WAIVER IS INTENDED TO COVER, AND DOES COVER, ALL CLAIMS ARISING IN TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, PRODUCTS LIABILITY, STRICT LIABILITY, NEGLIGENT MISREPRESENTATION, INTENTIONAL MISREPRESENTATION, TORTIOUS BREACH OF CONTRACT, UNFAIR COMPETITION, DEFAMATION, AND/OR TORTIOUS INTERFERENCE WITH ACTUAL OR PROSPECTIVE CONTRACT, BUSINESS RELATIONSHIP, OR ECONOMIC ADVANTAGE), AS WELL AS THOSE ARISING UNDER ANY STATE OR FEDERAL STATUTE, THAT IN ANY WAY ARISE OUT OF, OR RELATE TO, UL'S SERVICES OR TO UL'S PERFORMANCE AND/OR ALLEGED NON-PERFORMANCE UNDER THIS AGREEMENT.

17. Indemnification As To Third Party Claims. IN CONSIDERATION OF UL'S AGREEMENT TO PERFORM SERVICES FOR CLIENT HEREUNDER, CLIENT UNCONDITIONALLY AGREES TO INDEMNIFY UL, ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, AFFILIATES, AGENTS, AND SUB-CONTRACTORS FROM ANY AND ALL LOSS OR EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF, OR RELATED TO, ANY AND ALL CLAIMS ASSERTED BY THIRD PARTIES THAT IN ANY WAY RELATE TO THE DESIGN, TESTING OR DATA PROVIDED BY CLIENT, MANUFACTURE, MARKETING, OR SALE OF CLIENT'S PRODUCT(S) OR SERVICES (INCLUDING, BUT NOT LIMITED TO, CLIENT'S USE OF ANY OF THE MARKS OR CERTIFICATION) AND TO UL'S PROVISION OF SERVICES HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CLAIMS SOUNDING IN TORT, CONTRACT, AND/OR WARRANTY, AND/OR ARISING OUT OF ANY FEDERAL OR STATE STATUTE. IN THE EVENT THAT UL IS SUED AS A DEFENDANT ON ANY SUCH CLAIM BROUGHT BY A THIRD-PARTY, UL SHALL HAVE THE RIGHT TO SELECT COUNSEL AND TO DEFEND ITSELF AT CLIENT'S EXPENSE.

18. Representations and Modifications. This Agreement, its explicitly incorporated Service Terms and Conditions, and any and all related Quotations, constitute the entire, complete, and fully integrated agreement between the parties. There are no other statements, representations, terms, covenants, warranties, guarantees, conditions, agreements, or obligations in any way relating to UL's provision of Services to Client, and the Parties hereby expressly disclaim any purported reliance on any statements, representations, claims, brochures, and/or advertisements of any kind not explicitly set forth herein, including prior oral and/or written representations. This Agreement may be modified only in writing and only if such writing is duly executed by authorized agents for both Parties. Under no circumstances shall any preprinted additional or different terms or conditions on Client's purchase orders, invoices, sales or marketing materials, or other business documents apply to Services provided under this Agreement.

19. Termination. This Agreement will continue in effect until terminated by either Party, with or without cause, upon 30 days' prior written notice to the other ("the termination notice"). In the event of any breach of this Agreement, either Party may terminate this Agreement, effective immediately upon the other party's receipt of the termination notice. Client further agrees that any additional provisions regarding rights of termination set forth in any applicable Service Terms and Conditions or Quotations are expressly incorporated herein by reference. Finally, Client hereby agrees that it shall pay all reasonable fees and expenses incurred by UL up to the date of termination. If Client fails to pay such fees and expenses upon demand, Client agrees that it shall pay any and all costs (including, but not limited to, collection agency fees, attorneys' fees, and court costs) that UL incurs in obtaining payment from Client.

20. Notice. Notice under this Agreement must be made by hand delivery, courier service, mail, facsimile, or e-mail transmission at Client's designated place of business. Notice delivered by facsimile or e-mail shall be effective upon confirmed receipt, and by mail or courier upon the earlier of (i) receipt or (ii) five (5) business days after the notice is deposited in the mail. UL's designated place of business shall be: Underwriters Laboratories Inc., c/o General Counsel, 333 Pfingsten Road, Northbrook, Illinois, U.S.A., 60062.

21. Severability. If any provision of this Agreement is held invalid, void, or unenforceable for any reason, all other provisions of this Agreement shall be severed and remain valid to the extent permissible under law.

22. Dispute Resolution/Binding Arbitration. Any dispute or disagreement arising out of, or relating to, UL's Services or this Agreement, including the breach, termination, or validity thereof, shall be finally settled by binding arbitration, which shall be administered by the International Centre for Dispute Resolution of the American Arbitration Association ("AAA") pursuant to the AAA Commercial Arbitration Rules and, specifically, the Procedures for Large, Complex Commercial Disputes, by which UL and Client agree to be bound. Unless the Parties expressly agree in writing otherwise, the venue for arbitration shall be Chicago, Illinois, except for: (i) Clients whose Principal Place of Business is in Europe, the venue shall be London, UK; and (ii) Clients whose Principal Place of Business is in Asia, the venue shall be Singapore, Republic of Singapore. The arbitration proceedings shall be conducted before a panel of three (3) arbitrators. Unless the Parties consent in writing, each arbitrator shall be an individual with substantial commercial transactional experience of at least fifteen (15) years in a corporate legal setting. The arbitration panel shall be selected as follows: the Parties shall request a list of ten (10) arbitrators drawn from the AAA's panel of commercial arbitrators (to be experienced in and familiar with the AAA's Procedures for Large, Complex Commercial Disputes). From this list of ten (10) arbitrators, Client and UL shall each choose one arbitrator. After they have been notified of their selection to the panel, the two chosen arbitrators shall agree on a third arbitrator from the list of ten (10), who shall be the chair of the panel, and the panel shall be final. The decision of the majority of the arbitrators shall be the decision of the panel. The arbitrators shall not have the authority to add to, change, or disregard any lawful term of this Agreement, to award incidental, consequential, or punitive damages (including, but not limited to, loss of use, unjust enrichment, and/or lost profits), or to exceed the remedies provided by Paragraph 15 above, or the limitation of liability and release and waiver described in Paragraphs 15 and 16 above. The decision of the panel shall be final and binding and judgment on the arbitration award may be entered by a court of competent jurisdiction, as described in Paragraph 23 below. Arbitration shall be the exclusive, final remedy for any dispute between the Parties arising out of this Agreement, provided, however, that nothing in this provision shall prevent either Party from seeking injunctive relief for misuse or misappropriation of its Marks, confidential or proprietary information, or for infringement of its intellectual property, in a court of law. The language of the arbitration shall be English. Except as may be required by law, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties. The non-prevailing Party shall bear all costs of the arbitration proceeding and, unless the arbitrators determine otherwise, shall bear all legal fees and costs of the prevailing Party. NOTHING IN THIS PROVISION SHALL PREVENT UL, AT ITS OPTION, FROM ENFORCING THE TERMS OF PARAGRAPH 17 IN ANY COURT OF COMPETENT JURISDICTION, INCLUDING ANY COURT IN WHICH ANY THIRD-PARTY ACTION AGAINST UL IS PENDING, WHERE SUCH ACTION IN ANY WAY RELATES TO CLIENT'S PRODUCT(S) OR TO UL'S PROVISION OF SERVICES UNDER THIS AGREEMENT.

23. Governing Law/Jurisdiction. This Agreement shall be governed by the laws of the State of Illinois, United States of America, without reference to Illinois's choice of law principles. Subject to Paragraph 22, and without limiting its scope, the Parties consent to the sole and exclusive jurisdiction in the state courts and federal courts that have jurisdiction over Cook County, Illinois, for any claims or disputes that are determined not to be subject to resolution by arbitration, as provided in Paragraph 22 above.

24. Insurance. UL reserves the right to require Client to produce satisfactory evidence that Client has in force satisfactory insurance coverage for the purpose of meeting any third party liability.

25. Survival of Terms. The provisions of Paragraphs 5 (Client Information); 6 (Ownership of Work Product); 7 (Confidentiality); 13 (Third Party Beneficiaries); 14 (Waiver); 15 (Limitation of Remedies Available to Client); 16 (Release and Waiver); 17 (Indemnification as to Third Party Claims), 22 (Dispute Resolution/Binding Arbitration), 23 (Governing Law/Jurisdiction); and 26 (English Language) shall survive any termination of this Agreement.

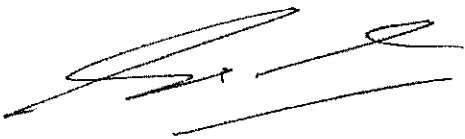
26. English Language. The Parties hereby acknowledge that they have mutually required that this Agreement and all documentation, notices, judicial proceedings, and dispute resolution and arbitration entered into, given, instituted pursuant to, or relating to, this Agreement be drawn up in the English language. Any translations of this Agreement or its attachments that are provided to the Client are done solely for the convenience of the Client and, in all cases, the English language version of such documents shall govern.

27. Force Majeure. Neither Party shall be liable for any failure or delay in the performance of its obligations due to fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorder, rebellions, or other similar cause beyond the reasonable control of the Party affected, provided such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented and provided further, that the Party hindered or delayed immediately notifies the other Party describing the circumstances causing delay.

28. Independent Contractors. The Parties are, and intend to be, independent contractors with respect to the Services described herein. Neither Party shall act as an agent of the other, nor shall it be entitled to enter into any agreements or incur any obligations on behalf of the other Party. No form of joint employer, joint venture, partnership, or similar relationship between the Parties is intended or created hereby. As an independent contractor, UL shall be solely responsible for determining the means and methods for performing the Services.

29. Construction. The Service Terms and Conditions shall take precedence over any different or conflicting provisions in this Global Services Agreement. Client expressly acknowledges and agrees that this Agreement is the product of arms-length negotiations between UL and Client, both of whom are sophisticated commercial Parties of equal bargaining power, and that Client has in no manner relied on UL's expertise and/or superior knowledge, if any, in entering into this Agreement. Client further agrees that this Agreement shall be construed as if jointly prepared and drafted by both Parties and that under no circumstances will any provision hereof be construed for or against either Party due to that Party's actual role in the preparation or drafting of this Agreement. Headings used in this Agreement are for reference purposes only and shall not constitute any part of this Agreement.

CLIENT AGREES TO THE TERMS OF THIS AGREEMENT AND WARRANTS THAT IT HAS MADE NO ALTERATIONS TO ITS TEXT, UNLESS SET FORTH SEPARATELY IN AN ADDENDUM THAT HAS BEEN EXECUTED BY UL. THE UNDERSIGNED REPRESENTS AND WARRANTS THAT S/HE IS AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF CLIENT.

By: 

Name: Sajeev Jesudas

As Legal Representative of Underwriters Laboratories Inc., Its Subsidiaries and Affiliates

By: _____

Name: _____

Title: _____

CITY OF EAST MOLINE

(Client's full Legal Company Name)

