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**THE CITY OF BLUE ISLAND  
COOK COUNTY, ILLINOIS**

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**RESOLUTION  
NUMBER 2020-005**

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**A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK  
COUNTY, ILLINOIS AUTHORIZING AND APPROVING A  
PROPOSAL FOR SPILL PREVENTION CONTROL AND  
COUNTERMEASURE PLAN FOR THE MEADOWS GOLF CLUB  
OF BLUE ISLAND LIFT STATION**

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**DOMINGO F. VARGAS, Mayor  
Randy Heuser, City Clerk**

**DEXTER JOHNSON  
FRED BILOTTO  
NANCY RITA  
TOM HAWLEY  
MICHAEL MECH  
CANDACE CARR  
ALECIA SLATTERY**

**ANNETTE ALEXANDER  
WILLIAM CAZARES  
KEVIN DONAHUE  
BILL FAHRENWALD  
JOHNNY RINGO HILL  
RAEANN CANTELO-ZYLMAN  
JAMES KLINKER**

**Aldermen**

**RESOLUTION NO. 2020-005**

**A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS  
AUTHORIZING AND APPROVING A PROPOSAL FOR SPILL PREVENTION  
CONTROL AND COUNTERMEASURE PLAN FOR THE MEADOWS GOLF CLUB OF  
BLUE ISLAND LIFT STATION**

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**WHEREAS**, the City of Blue Island, Cook County, Illinois (the “City”) is a duly organized and existing city created under the provisions of the laws of the State of Illinois and is now operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefits of the residents of the City; and

**WHEREAS**, Article VII, Section 10(a) of the Illinois Constitution authorizes units of local government to contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance; and

**WHEREAS**, Robinson Engineering, Ltd. has submitted a proposal for a Spill Prevention Control and Countermeasure Plan (the “SPCC Plan”) for the lift station at the Meadows Golf Club of Blue Island, and that such SPCC Plan shall aid in the prevention of spills or slug loadings from occurring, and to perform safe, efficient and timely response in the event of a spill or slug loading event. A copy of the proposal for the SPCC Plan is attached hereto and made a part hereof as Exhibit A (the “Agreement”); and

**WHEREAS**, the City has a satisfactory relationship with Robinson Engineering, Ltd.; and

**WHEREAS**, the Mayor and City Council of the City (the “Corporate Authorities”) deem it advisable and in the best interest of the health, safety, and welfare of the City’s residents to enter into the Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Blue Island, Cook County, Illinois as follows:

**Section 1.** That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

**Section 2.** That the Agreement by and between the City and Robinson Engineering, Ltd., a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved in substantially the form presented to the City Council with such necessary non-material changes as may be authorized by the Mayor, the execution thereof to constitute the approval by the City of any and all changes or revisions therein contained.

**Section 3.** That the officials, officers, and employees of the City are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Resolution and the Agreement.

**Section 4.** If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

**Section 5.** All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

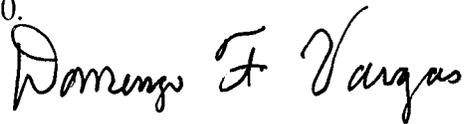
**Section 6.** This Resolution shall be in full force and effect upon its passage, approval and publication as provided by law.

*[Left intentionally blank]*

**ADOPTED** this 28<sup>th</sup> day of January, 2020, pursuant to roll call as follows:

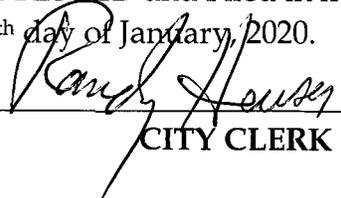
	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman JOHNSON	X				
Alderman ALEXANDER	X				
Alderman BILOTTO	X				
Alderman CAZARES	X				
Alderman RITA			X		
Alderman DONAHUE			X		
Alderman HAWLEY	X				
Alderman FAHRENWALD	X				
Alderman MECH	X				
Alderman HILL			X		
Alderman CANTELO-ZYLMAN	X				
Alderman CARR	X				
Alderman SLATTERY			X		
Alderman KLINKER	X				
Mayor DOMINGO F. VARGAS					
<b>TOTAL</b>	10		4		

**APPROVED:** this 28<sup>th</sup> day of January, 2020.



\_\_\_\_\_  
**MAYOR OF THE CITY OF BLUE ISLAND,  
 COUNTY OF COOK AND STATE OF ILLINOIS**

**ATTESTED** and Filed in my office this  
 28<sup>th</sup> day of January, 2020.



\_\_\_\_\_  
**CITY CLERK**



Karl F. Newman, PG  
Direct Line: (217) 530-4084  
E-mail: [knewman@reltd.com](mailto:knewman@reltd.com)

January 6, 2020

REL Proposal #20-001

City of Blue Island  
Public Works Department  
3153 Wireton Road  
Blue Island, Illinois 60406

Attn: Mr. Jim Poelsterl

SUBJECT: Proposal for Spill Prevention Control and Countermeasure Plan  
Meadows Golf Club of Blue Island Lift Station  
2802 W. 123<sup>rd</sup> Street  
Blue Island, Cook County, Illinois

Dear Mr. Poelsterl:

In accordance with your request, Robinson Engineering, Ltd. (REL) is pleased to submit the following proposal for performance of a Spill Prevention Control and Countermeasure (SPCC) Plan for the above-referenced project.

#### **PROJECT UNDERSTANDING**

The site is the lift station at the Meadows Golf Club of Blue Island located at 2802 W. 123<sup>rd</sup> Street on the north side of the City of Blue Island, Cook County, Illinois. The site is currently developed with a sanitary sewer lift station on the west side of the Meadows Golf Club of Blue Island. The operation of the facility involves the collection of leachate from a closed landfill and discharge of the effluent waste to the Metropolitan Water Reclamation District of Greater Chicago (MWRD) sanitary sewer system. As required by the MWRD permit for construction and operation of the lift station, an SPCC Plan must be prepared and implemented in order to provide adequate protection of spills or slug loadings to the MWRD sanitary sewer system.

#### **GENERAL SCOPE**

An SPCC Plan will be prepared for the Meadows Golf Club of Blue Island lift station to aid in the prevention of spills or slug loadings from occurring, and to perform safe, efficient and timely response in the event of a spill or slug loading event.

REL proposes to prepare the SPCC Plan in general accordance with the MWRD Document EL36, *Elements of a Spill Prevention Control and Countermeasure Plan (SPCC)*, dated November 19, 2001, a copy of which is attached to this proposal.

The preparation of the SPCC Plan will include an evaluation and description of the following:

1. General facility information.
2. Facility layout/flow diagrams.
3. Facility material inventory.
4. Spill and leak prevention equipment, secondary containment and preventative maintenance schedules.
5. Emergency response equipment and procedures.
6. Spill reporting procedures.
7. Employee training program.
8. SPCC Plan certification by a State of Illinois License Professional Engineer and a representative of the City of Blue Island.

#### **REPORT**

The SPCC Plan will be prepared and 2 copies provided for the facility. The SPCC Plan will include steps for appropriate spill prevention, control and countermeasures in the event of a spill or slug loading at the site. The SPCC Plan will comply with elements outlined in MWRD Document EL36.

#### **REPORT DELIVERY**

Based upon the scope of work, it is anticipated that the report will be delivered within approximately 2 weeks after REL receives a signed copy of this proposal.

#### **FEE PROPOSAL**

It is proposed that the fee for the performance of the outlined services be determined on a time and materials basis. Based upon the scope of services outlined above, the cost for preparing the SPCC Plan will not exceed **\$4,500.00**.

Additional work required beyond the scope of services included in this proposal, if deemed necessary, will be quoted separately and will be performed on a time and expense basis. Additional work will not be performed without your prior authorization.

#### **CONDITIONS**

Items to be provided by the client include the right-of-entry to observe the site conditions. Also, if there are any other restrictions or special requirements regarding this site, these should also be made known to us prior to commencing the work. We have enclosed our Standard Terms and Conditions for your review and these are to be considered as a part of our proposal.

REL Proposal #20-001  
Proposal for Spill Prevention Control and Countermeasure Plan  
Meadow Golf Club of Blue Island  
2802 W. 123<sup>rd</sup> Street  
Blue Island, Cook County, Illinois  
Page 3

**AUTHORIZATION**

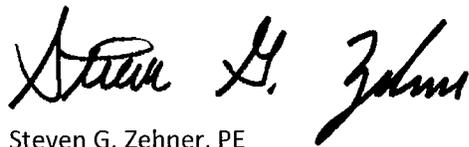
REL will proceed with the work based upon receipt of written authorization to proceed received from the client. Please return a signed acceptance copy of this proposal, intact, for our records. Please contact us to answer any questions you may have concerning this proposal.

Very truly yours,

**ROBINSON ENGINEERING, LTD.**



Karl F. Newman, PG  
Senior Project Scientist



Steven G. Zehner, PE  
Senior Project Manager

Enclosures: MWRD Document EL36  
Standard Terms and Conditions

**ACCEPTANCE OF PROPOSAL AND ENCLOSURES**

FIRM: BLUE ISLANDS (CITY)

SIGNATURE: Domingo F. Vargas

NAME (PRINT): DOMINGO F. VARGAS

TITLE: MAYOR

DATE: 1-31-20

# METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

## Elements of a Spill Prevention, Control and Countermeasure (SPCC) Plan

- I. General Information
    - A. Company Name, Address and Telephone Number
    - B. Emergency Contact Personnel
      - 1. Primary Emergency Coordinator
        - a. Name
        - b. Title
        - c. Work Phone Number
        - d. 24-Hour Emergency Phone Number
    - C. Description of Business
      - 1. Standard Industrial Classification Number
      - 2. Applicable Categorical Pretreatment Regulations
      - 3. Days/Shifts/Hours of Operation
      - 4. Number of Employees
      - 5. Description of Operations
      - 6. Description of Pretreatment Practices
    - D. Discharge Practices
      - 1. Average Daily Discharge (gpd)
      - 2. Chemical Constituents of Discharge
      - 3. Nature of Discharge
        - a. Continuous
          - (1) Daily Discharge Volume
          - (2) Constituents of Discharge
        - b. Batch
          - (1) Frequency of Batch Discharge
          - (2) Volume of Batch Discharge
          - (3) Constituents of Batch Discharge
- II. Plant Layout/Flow Diagrams
  - A. General Plant Layout
    - 1. Property Boundaries
    - 2. Entrances/Exits
    - 3. Manufacturing Area
    - 4. Loading/Unloading Area
    - 5. Hazardous Material Storage Area
    - 6. Pretreatment Facilities
    - 7. Waste Handling/Storage Area
    - 8. Security or Warning System Signs
  - B. Flow Drainage Diagram

## METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

### Elements of a Spill Prevention, Control and Countermeasure (SPCC) Plan

1. Identification and location of all floor drains, drainage pipes and channels and their direction of flow (See Element IV, B, 1 for drainage prohibitions)
2. Identification and location of final wastewater discharge points, sumps or storage tanks
3. Direction of flow for all sanitary/storm sewers
4. Direction of above ground run-off from:
  - (a) Chemical Storage Area
  - (b) Pretreatment Facilities
  - (c) Waste Handling Area

### III. Material Inventory

- A. Description and location of stored chemicals, production residues and sludges
- B. Maximum quantity of stored chemicals, production residues and sludge on hand
- C. Description of storage containers, container attachments and transfer equipment
- D. Chemical compatibility of stored material with storage containers and other materials stored in the immediate vicinity

### IV. Spill and Leak Prevention

- A. Equipment to Prevent or Detect Spills  
(e.g. holding tanks, pumping equipment, underground seepage protection, cathodic protection of underground tanks, liquid level sensing devices, drip pans, overflow alarms, pH excursion alarms, ORP alarms, collision protection structures, explosion and fire prevention provisions, etc.)
- B. Drainage and Secondary Containment (Absolute Requirements)
  1. No floor drains or other direct bypass to the sewer system may exist in wet manufacturing areas, wastewater pretreatment areas, or raw chemical/sludge storage areas which in the event of run-off spillage would result in a violation of any criteria of the Sewage and Waste Control Ordinance.
  2. Under those situations when floor drains are required by specific building codes or when the elimination of floor drains is not feasible, a detailed explanation of the prohibitive factors along with an acceptable alternative plan to prevent run-off spillage from entering the sewer system must be provided.
  3. Adequate secondary containment, such as but not limited to impervious diking, must be provided for all manufacturing, pretreatment operations and raw chemical/sludge storage areas defined by Item No. IV, B, 1.
  4. Impervious flooring with no direct drainage to the sewer system must be provided for all secondary containment areas.
  5. A minimum secondary containment capacity of 100% of the volume of the largest above ground process tank located in wet manufacturing areas which, in the

## METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

### Elements of a Spill Prevention, Control and Countermeasure (SPCC) Plan

event of run-off spillage, would result in a violation of any criteria of the Sewage and Waste Control Ordinance must be provided.

6. A minimum secondary containment capacity of 100% of the volume of the largest above ground wastewater pretreatment system process tank which, in the event of run-off spillage, would result in a violation of any criteria of the Sewage and Waste Control Ordinance must be provided.
7. A minimum secondary containment capacity of 100% of the maximum volume of each of the following: (a) stored chemicals, (b) production residues, (c) pretreatment sludge must be provided. Outside storage facilities must be covered to prevent storm water from entering secondary containment areas.
8. Supporting documentation pursuant to Item Nos. IV, B, 1 through 7 must be submitted. Said documentation must include written narratives, sketches, and engineering computations on tank sizing, worst-case scenario spill volumes and secondary containment capacities. Further, said documentation must be prepared by a professional engineer registered in the state of Illinois and must certify that the design and capacities of the secondary containment facilities will satisfy District requirements and provide adequate protection from run-off spillage entering the sewer system.

C. Preventive Maintenance Procedures and Schedules

D. Inventory of Pretreatment System Spare Parts

(e.g. valves, pumps, gaskets, valve packing material, sensor probes, filters, etc.)

V. Emergency Response Equipment and Procedures

A. Emergency Response Equipment

(e.g. alarm and communication systems, sewer plugs, absorbent materials, fire extinguishers, ventilation and breathing equipment, protective clothing, first aid kits etc.)

B. Emergency Response Procedures

1. Notification to in-house emergency response coordinator on a 24-hour basis
2. Designated chain of command listing names, titles and telephone numbers for contact on a 24-hour basis
3. Posted listing of spill/emergency response agencies with telephone numbers and applicable notification procedures
4. Procedures for stopping flow  
(e.g. shutting off water supply, shutting off pumps, closing influent/effluent valves, plugging outlets, etc.)
5. Description of site remediation procedures
  - (a) If cleanup is performed with in-house resources, describe treatment/disposal methodologies

## METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

### Elements of a Spill Prevention, Control and Countermeasure (SPCC) Plan

- (b) If cleanup is contracted to an outside party, list names and phone numbers of all contractors and consultants as well as names and night and daytime telephone numbers of company personnel with the authority to commit the company to financial participation in cleanup and remediation

#### VI. Spill Reporting Procedures

- A. Describe procedures for reporting and documenting spills and slug discharges
  - 1. Reporting procedures must conform with Article V, Sections 4 and 15 of the Sewage and Waste Control Ordinance of the Metropolitan Water Reclamation District of Greater Chicago
- B. Provide listings of all agencies to be notified in the event of a spill of slug discharge, include telephone number

#### VII. Employee Training Program

- A. Outline of employee training program
  - 1. Plant Processes
  - 2. Toxic/Hazardous material usage
  - 3. Potential safety hazards
  - 4. Practices for preventing spills/slug discharges
  - 5. Procedures for responding to spills/slug discharges
- B. Schedule for employee training
- C. Maintain records on all employee training

#### VIII. SPCC Plan Certification

- A. Each SPCC Plan must be certified by a professional engineer registered in the state of Illinois and indicate that the plan will provide adequate protection from spills and slug loadings when used and maintained properly, and that the plan and containment facilities conform to all applicable federal, state, county and municipal regulations.
- B. Each SPCC Plan must be certified by an officer of the company and indicate that the plan has been implemented.

Permits are required for construction of sewers and sewer facilities within the territorial boundaries of the District, whether such construction is on private or public property. A permit is also required for existing buildings when the use of the building changes to a use for which a permit is required. Any sewer construction, replacement or rehabilitation activity must comply with the District's Sewer Permit Ordinance (SPO). A copy of the SPO is available on the District's web site at [www.mwrd.org](http://www.mwrd.org). Questions regarding the SPO should be directed to the District's Engineering Department at (312) 751-3260.

ROBINSON ENGINEERING, LTD ("REL")

STANDARD TERMS AND CONDITIONS

**CONTRACT** – These Standard Terms and Conditions may be amended, added to, superseded, or waived only if both REL and Client specifically agree in writing to any amendment of these Terms and Conditions ("Agreement").

**STANDARD OF CARE** - The standard of care for all professional engineering, survey or related professional services performed or furnished by REL under this Agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality. REL makes no warranties, express or implied, under this Agreement or otherwise, in connection with REL's services on this Project.

**RELIANCE** – REL may, without liability, rely on the accuracy and completeness of information provided by Client, Client's consultants and any contractors, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards without the need for verification.

**CHANGES IN SCOPE** –The proposed fees constitute REL's estimate to perform the services required to complete the Project. However, all required services are not always definable in the initial planning. Accordingly, circumstances may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated, an equitable adjustment shall be made to REL's compensation and agreed to in writing by REL and Client.

**DELAYS** – REL shall complete its obligations within a reasonable time. If, through no fault of REL, such periods of time or dates are changed, or the orderly and continuous progress of REL's services is impaired, or REL's services are delayed or suspended, then the time for completion of REL's services, and the rates and amounts of REL's compensation, shall be adjusted equitably.

**SUSPENSION & TERMINATION** – Client may suspend the Project upon seven (7) days written notice to REL. If REL's services are substantially delayed through no fault of REL, REL may suspend services after giving seven (7) days written notice to Client. Either party may terminate this agreement upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Client shall remain liable for, and shall promptly pay REL for all services rendered to the date of such suspension/termination of services plus suspension/termination charges incurred by REL. Suspension/termination charges include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to others on Client's behalf.

**OPINION OF PROBABLE COSTS** - REL's opinions of probable Construction Cost are to be made on the basis of REL's experience and qualifications and represent REL's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since REL has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, REL cannot and does not guarantee that proposals, bids, or actual Construction Cost shall not vary from opinions of probable Construction Cost prepared by REL.

**REUSE OF PROJECT DELIVERABLES** - All design documents prepared or furnished by REL are instruments of service, and REL retains all ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall not rely in any way on any Document unless it is in printed form, signed and sealed by REL or one of its Consultants.

**RIGHT OF ENTRY** – Client agrees to obtain legal right-of-entry on the property when entry to property is required by the work of this Agreement.

**ENVIRONMENTAL CONDITIONS OF SITE** - REL's scope of services does not include any services related to any environmental issues related to the site including petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, or regulated by any Federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

**RELATIONSHIP WITH CONTRACTORS** – REL shall not at any time supervise, direct, or have control over any contractor's work, nor shall REL have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used

by any contractor, nor for safety precautions and programs in connection with the contractors' work, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work. REL neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work. REL shall have no authority to stop the work of any contractor on the Project.

**LIMITATION OF LIABILITY** – REL's total liability to Client for any and all claims for damages whatsoever, arising out of or in any way related to the Project or this Agreement, from any cause or causes, including but not limited to REL's negligence, errors, omissions, strict liability, or breach of contract, shall be limited as follows: REL's total liability shall not exceed the lesser of (1) \$1,000,000 (one million dollars) or (2) the remaining limits of any policy of insurance which provides coverage for the Client's cause or causes of action, such remaining limits to be measured as of the date judgment is entered against REL or the date when Client and REL otherwise settle/resolve the cause or causes of action.

**INSURANCE** – REL shall maintain insurance coverage for Professional, Commercial General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with any legal requirements and REL's business requirements. Certificates of insurance shall be provided by REL upon written request.

**MUTUAL WAIVER** – To the fullest extent permitted by law, Client and REL waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

**GOVERNING LAW, JURISDICTION & VENUE** – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

**NON-ENFORCEMENT** – A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**ASSIGNMENT** – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

**SURVIVAL** – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

**THIRD PARTIES** - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or REL to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of Client and REL and not for the benefit of any other party.

**SEVERABILITY** - Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and REL, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

**STATUTE OF LIMITATIONS** – to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

**CONFLICTS** - If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

**PAYMENT** – Client recognizes that late payment of invoices results in extra expenses for REL. As such, REL retains the right to assess Client interest at a rate of one percent (1%) per month, but not to exceed the maximum rate provided for by law, on invoices which are not paid within thirty (30) days from the date of the invoice. Also, Client agrees to pay reasonable attorney and collection fees incurred by REL in the collection of Client's past due amounts.

In the event undisputed portions of REL's invoices are not paid when due, REL reserves the right to suspend the performance of its services under this Agreement until all past due amounts including services, expenses, assessed charges, reasonable attorney and collection fees, have been paid in full. Client waives any and all claims against REL for any such suspension.