

March 3, 2014

Mr. James Keim, P.E.
Village Administrator
Village of Antioch
874 Main Street
Antioch, Illinois 60002

**Subject: Village of Antioch – Request for Proposal
Pretreatment Program Assistance 2014-2015**

Dear Mr. Keim:

Baxter & Woodman, Inc. is pleased to provide engineering support of the Village's ongoing Pretreatment Program.

Scope of Services

Services will be provided on an 'as requested' basis and may include the following support activities:

- Provide assistance with written communication, verbal communication, and meetings. Our fee includes approximately three program status meetings or memos.
- Provide assistance with review of reports submitted by Industrial Users.
- Provide review of Approved Program individual Industrial User files.
- Provide assistance with renewing Pickard's Industrial User Permit.
- Provide assistance and review of Skach Industrial User Permit determination.
- Provide assistance with issues of non-compliance.
- Answer questions and provide back-up information regarding existing Industrial User Ordinance and Enforcement Response Plan.
- Provide copies of documents, forms, and sample handouts.
- Provide clarification to pretreatment regulations and supporting documentation.
- Provide direction for annual drive-by of business areas.
- Provide screening of new one-page surveys obtained by Village staff.
- Provide site inspections of new firms to clarify business operations in relation to EPA regulations.
- Provide classification of industry as needed.
- Provide notice of upcoming pretreatment-related meetings.
- Prepare Annual Pretreatment Report.

Engineering Fee

- Our engineering fees for the stated scope of services will not exceed \$15,000 for the Fiscal Year 2014-2015.
- Penny Bouchard's rate for Antioch is \$145 per hour. Others will be utilized to address specific questions and their services will be similarly billed at their standard hourly rate

STANDARD TERMS AND CONDITIONS

(Engineering staff at approximately \$115 per hour and administrative staff at approximately \$70 per hour).

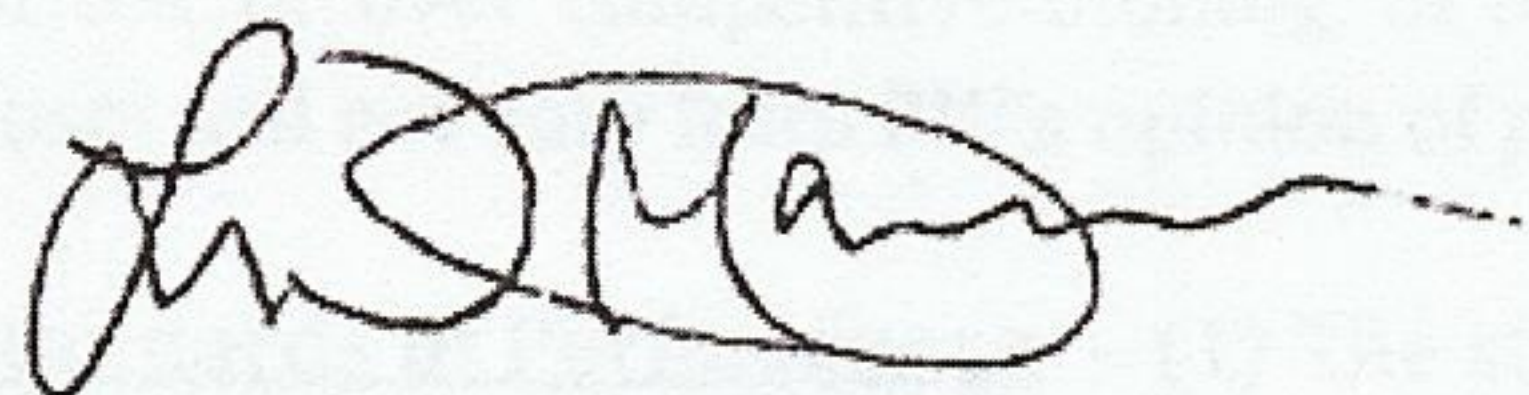
- Expenses including mileage will be charged at the rate allowed by IRS at the time of the service.

If you find this proposal acceptable, **please sign and return one copy for our files.** The attached standard terms and conditions apply to this proposal.

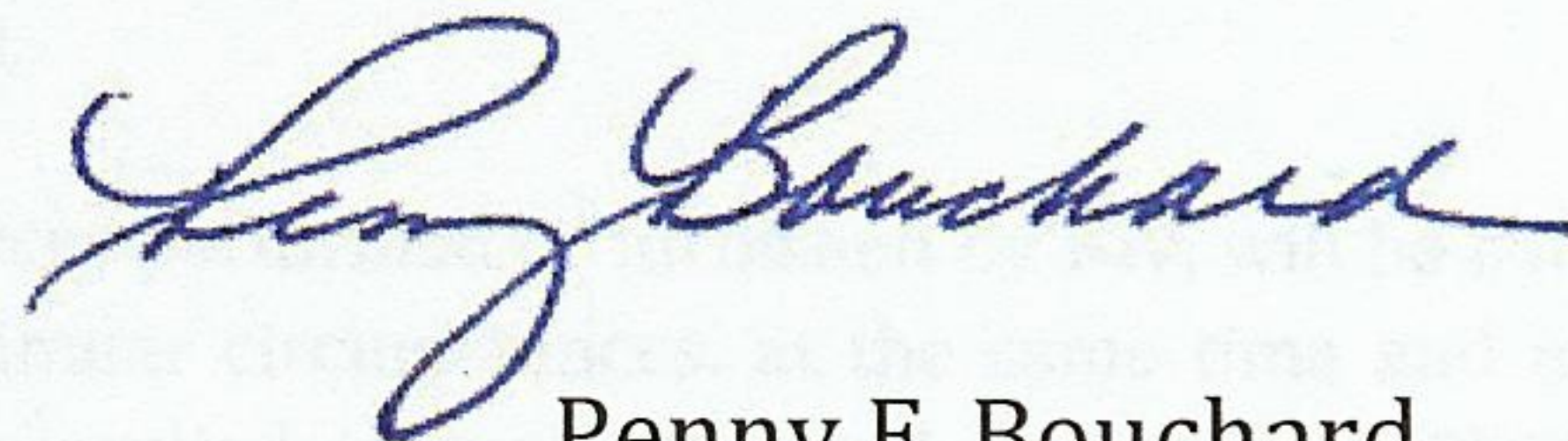
We appreciate the opportunity to continue assisting the Village with this program. If you have any questions regarding the information in this proposal or if we can be of any further assistance, please do not hesitate to contact us at 815-444-3317.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Louis D. Hausmann, P.E.
Vice President/ COO



Penny F. Bouchard
Project Manager

LDH/PFB:jmc
Attachment

VILLAGE OF ANTIOCH, IL

ACCEPTED BY:

TITLE:

DATE:

[Handwritten Signature]
[Handwritten Title]
[Handwritten Date]

I:\Grayslake\ANTIV\140255.30 Pretreatment 2014-2015\Proposal for 2014-15 Year.docx

STANDARD TERMS AND CONDITIONS

Agreement - These Standard Terms and Conditions, together with the letter proposal, constitute the entire integrated agreement between the Owner and Baxter & Woodman, Inc. (BW) and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

Owner's Responsibility - Provide BW with all criteria and full information for the Project. BW will rely, without liability, on the accuracy and completeness of all information provided by the Owner including its consultants, contractor, specialty contractors, manufacturers, suppliers and publishers of technical standards without independently verifying that information. The Owner warrants that all known hazardous materials on or beneath the site have been identified to BW. BW and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the proposal.

Schedule for Rendering Services - The agreed upon services shall be completed within a reasonable amount of time. If BW is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner or force majeure, BW's work shall be extended and the rates and amounts of BW's compensation shall be equitably adjusted in writing executed by all Parties.

Invoices and Payments - The fees to perform the proposed scope of services constitute BW's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be made by all parties. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. BW invoices shall be due and owing by Owner in accordance with the terms and provisions of the Local Government Prompt Payment Act.

Opinion of Probable Construction Costs - BW's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that BW has no control over construction costs of contractor's methods of determining prices, or over competitive bidding, of market conditions. BW cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from BW's opinion of probable construction costs.

Standards of Performance - (1) The standard of care for all services performed or furnished by BW, will be completed with the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. BW makes no guarantees or warranties, express or implied, in connection with its services; (2) BW shall be responsible for the technical accuracy of its services and documents; (3) BW shall use reasonable care to comply with all applicable laws and regulations and Owner-mandated standards; (4) BW may employ such sub-consultants as BW deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) BW shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) BW neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents; (7) BW is not responsible for the acts of omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (8) Shop drawing and submittal review by BW shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the Project work they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that BW's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. BW's consideration of a component does not constitute acceptance of the assembled item; (9) BW's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, BW will become generally familiar with observable completed work. If BW observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner for them to address.

Insurance - BW will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation: Statutory Limits	Excess Umbrella Liability:	\$5 million per claim and aggregate
General Liability: \$1 million per claim	Professional Liability:	\$5 million per claim
\$2 million aggregate		\$5 million aggregate
Automobile Liability: \$1 million combined single limit		

BW's liability under this Agreement, based on any theory of liability or for any cause of action, shall not exceed the total amount of BW's contract amount for the project. Any claim against BW arising out of this Agreement may be asserted by the Owner, but only against the entity and not against BW's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

Indemnification and Mutual Waiver - (1) To the fullest extent permitted by law, BW shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages arising out of or relating to the Project, provided that such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of BW or its officers, directors, employees, agents, or consultants; (2) Owner shall indemnify and hold harmless BW and its officers, directors, employees, agents and consultants from and against any all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death of to injury or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or its officers, directors, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project; (3) To the fullest extent permitted by law, Owner and BW waive against each other, and the other's employees, officers, directors, insurers, 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; (4) In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the ENGINEER and OWNER, they shall be borne by each party in proportion to its negligence; (5) The Owner acknowledges that the BW is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and BW agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

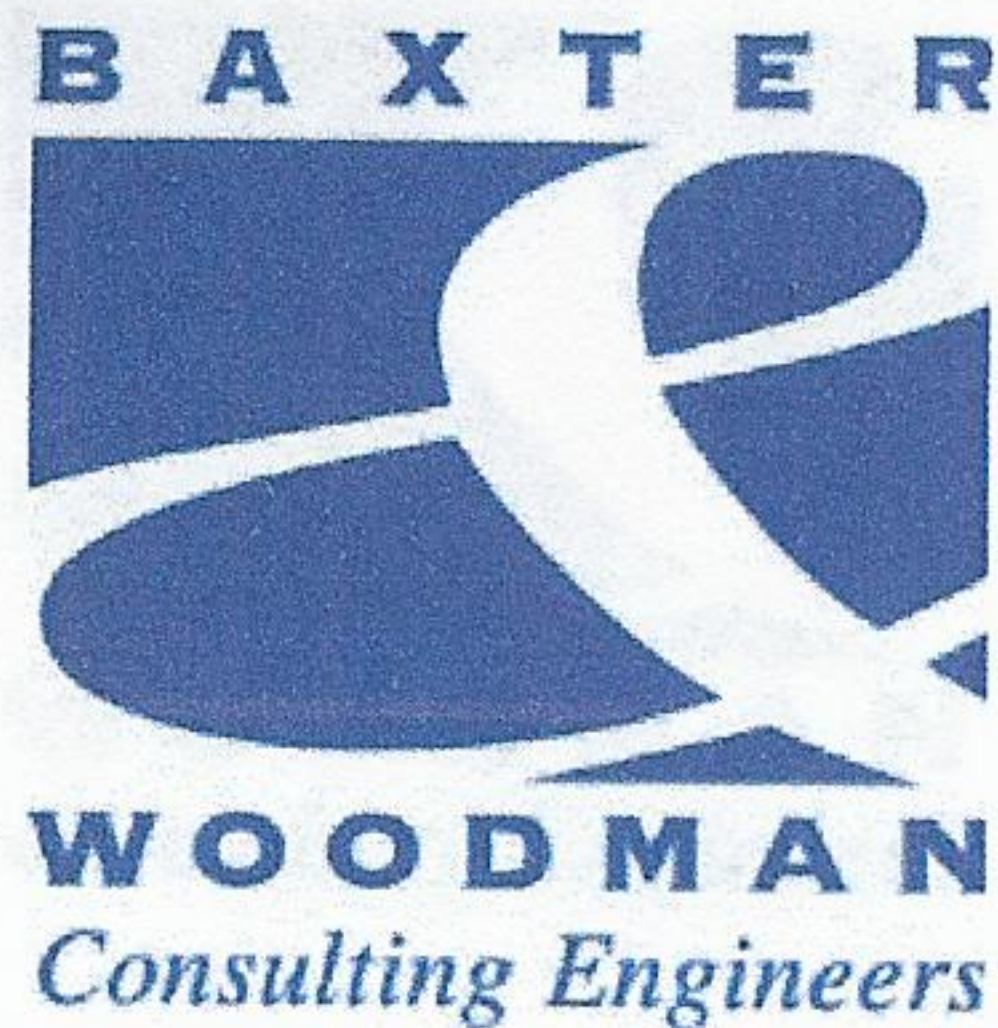
Termination - Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to perform with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be an opportunity for the Parties to meet. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents. Owner shall be liable for, and promptly pay for all services and reimbursable expenses rendered to the date of suspension/termination of services.

Use of Documents - BW documents are instruments of service and BW retains ownership and property interest (including copyright and right of reuse). Client shall not rely on such documents unless in printed form, signed or sealed by BW or its consultant. Electronic format of BW's design documents may differ from the printed version and BW bears no liability for errors, omissions or discrepancies. Reuse of BW's design documents is prohibited and Client shall defend and indemnify BW from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. BW's document retention policy will be followed upon Project closeout, and project documents will be kept for a period of 14 years after Project closeout.

Successors, Assigns, and Beneficiaries - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or BW to any third party, including any lender, Contractor, Contractor's subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Client and BW and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

Dispute Resolution - All disputes between the Parties shall first be negotiated between them for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. If mediation is unsuccessful, litigation in the county where the Project is pending shall be pursued.

Miscellaneous Provisions - (1) This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located. (2) All notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason; (4) 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 the Owner and BW, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close to expressing the intention of the stricken provision; (5) A party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) 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, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended.



July 24, 2013

Mr. James Keim
Village Administrator
Village of Antioch
874 Main Street
Antioch, Illinois 60002

Subject: Village of Antioch – Pretreatment Program Assistance

Dear Mr. Keim:

The Village of Antioch is required to develop, implement, and modify if needed, a federally-approved Industrial Waste Pretreatment Program as a result of a requirement in its Wastewater Treatment Plant (WWTP) NPDES Discharge Permit - Special Condition 11. We have prepared a proposal to assist the Village with responding to the U.S. Environmental Protection Agency (USEPA) Pretreatment Compliance Inspection, finalizing the local limits, updating the Sewer Use and Pretreatment Ordinance, and assisting the Village through the approval and adoption process.

PROJECT DESCRIPTION

The USEPA is the Approval Authority in Illinois, per 40 CFR 403.18. Substantial modifications to Local Limits are required to be submitted and approved by the USEPA prior to adoption. Modifications to the Sewer Use and Pretreatment Ordinance for the revised 40 CFR 403 General Pretreatment Regulations known as Streamlining are deemed non-substantial, but are still required to be noticed to the USEPA for their review 45 days prior to implementation.

The USEPA conducts either an intermittent Pretreatment Compliance Inspection (PCI) or Audit on approximately a five-year cycle. Based on a PCI conducted in 2012, the USEPA is requiring the Village to modify its program. The adoption and implementation of the Sewer Use and Pretreatment Ordinance Streamlining modifications to the 403 rule are required by the PCI review.

The Village of Antioch last updated its program in January 2006, prior to the Streamlining Rule regulations becoming effective in Illinois. The Sewer Use and Pretreatment Ordinance was completely revised at that time due to deficiencies identified by the USEPA in the original ordinance. At that time, the USEPA had not revised its model ordinance since 1992, but did so in 2007.

The NPDES permit also requires a technical re-evaluation of Local Limits consistent with the permit five-year cycle. The local limits were required to be revised in the NPDES permit effective November 1, 2007. By that time, it had been determined that a vastly modified wastewater treatment plant would be built and the Village committed to completing a local limits modification after the new plant was on-line and stabilized. A local limits re-evaluation is considered a substantial modification that may take USEPA ten months to approve.

SCOPE OF SERVICES

1. USEPA Pretreatment Compliance Inspection (PCI) Response

The Village received a Pretreatment Compliance Inspection Report from the USEPA on July 8, 2013. This report outlines the findings and deficiencies from Pretreatment Compliance Inspection conducted November 28, 2012. The Village is required to provide a response to the USEPA within 30 days of receipt of the report. Baxter & Woodman, Inc. will prepare a response letter for the Village to address the six requirements outlined in the report.

The engineering fee for the USEPA Pretreatment Compliance Inspection Response will not exceed \$2,000 without additional discussion and direction from the Village.

2. Local Limits Update

The Local Limits were evaluated in 2009 and 2010, but they were not finalized due to the potential of receiving leachate from Waste Management's HOD Landfill. This proposal includes updating the Local Limits calculations, appendices, and narrative text to include the leachate discharge per recommendation/requirement of the USEPA.

The Village now wants to start allowing septic haulers to discharge at the WWTP. Therefore, this proposal also includes updating the Local Limits calculations, appendices, and narrative text to include septic haulers.

The engineering fee for the Local Limits Update will not exceed \$2,400 without additional discussion and direction from the Village.

3. Pretreatment Ordinance Update

Baxter & Woodman, Inc. will use the USEPA's most recent 2007 model Pretreatment Ordinance that contains required streamlining changes as the basis for the Village's Pretreatment Ordinance modifications. Baxter & Woodman, Inc. will also include changes that will improve the use of the ordinance based on its extensive experience regulating industrial users. The ordinance will continue to allow the Village to systematically control significant users but also provides more options than a traditional EPA-approved pretreatment program. We will strive to anticipate USEPA's use of the Best Management Practices Plans with the potential Dental Industrial User category to prevent the need for further changes in the next few years. Acceptance of hauled waste and leachate will be added to the ordinance per your request and will include additional permit provisions for the hauled waste users. Compliance with this ordinance will continue to be required of users and other governmental entities that use your wastewater treatment service. The scope includes the following items:

1. Meet with staff to discuss Pretreatment Ordinance objectives and needs.
2. Produce the Ordinance in a draft format with a cross-reference to existing ordinance that defines what sections are being replaced.
3. Provide a presentation that is an overview of the Ordinance, its strengths and decisions that need to be made by the Village.
4. Submit Ordinance to the Village staff for their review, comment and modifications.
5. Incorporate the Village staff's comments into the final document.

The engineering fee for the Pretreatment Ordinance Update will not exceed \$9,500 without additional discussion or direction from the Village.

4. Pretreatment Program Modifications

The USEPA has transferred or retired its long-term pretreatment staff in the past several years. The amount of time spent answering questions on major program modifications is not controllable by Baxter & Woodman, Inc. because parts of the review processes are dependent on the Village Attorney and/or the USEPA. The reviews are likely to be highly variable and may extend a year.

This deliverable is to shepherd the modifications through the Village Attorney and the USEPA and includes the following tasks:

1. Submit Local Limits calculations and summary report to the USEPA in hard copy and electronically as requested by the USEPA.
2. Track review status with the USEPA.
3. Answer questions concerning local limits calculations and documentation. Provide additional documentation if requested by the USEPA.
4. Incorporate final local limits into revised ordinance.
5. Answer questions from the Village Attorney concerning Sewer Use and Pretreatment Ordinance for Streamlining, addition of hauled waste permits and requirements, acceptance of hauled waste, landfill leachate, and revised local limits. Incorporate the Village Attorney's comments into the final ordinance document (Discussion and modification is limited to 8 hours unless otherwise approved by the Village).
6. Provide cross reference to the USEPA's legal review for ordinance requirements.
7. Submit adopted Ordinance and cross reference to the USEPA for review and approval.
8. Revise Ordinance as advised by the USEPA.
9. Assist Village with Public Notice for Pretreatment Program Modification if required by the USEPA.
10. Assist Village with adopting Ordinance with updates, new local limits, and publication of changes.

The engineering fee for Pretreatment Program Modifications will not exceed \$5,000 without additional discussion and direction from the Village.

ENGINEERING FEE

Our fee for the above-outlined scope of services will be reimbursement for all actual direct employee compensation, overhead, and expenses. This proposal will not exceed \$18,900 without additional discussion and direction from the Village. Baxter & Woodman, Inc. will provide monthly updates on the status of the approval process and will make additional telephone calls or communications as directed by the Village.



Mr. James Keim, PE
Village of Antioch

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If you find this proposal acceptable, please sign below and return one copy for our files. The attached Standard Terms and Conditions apply to this proposal.

If you have any questions regarding the information in this proposal or if we can be of any further assistance, please do not hesitate to contact Penny Bouchard at (847) 223-1870. We look forward to discussing the project in more detail with you.

Very truly yours,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

William B. Sprague Jr.
Vice President

Penny Bouchard
Environmental Specialist

PFB/JRS:jak
Attachment

C: Jason Treat, Supervisor of Wastewater Operations

VILLAGE OF ANTIOCH, ILLINOIS

ACCEPTED BY:

TITLE: VILLAGE ADMINISTRATOR

DATE: 3/12/14

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BAXTER & WOODMAN, INC.
ENGINEERING SERVICES STANDARD TERMS & CONDITIONS

1. The attached letter proposal and these Standard Terms & Conditions constitute and are herein referred to jointly as the Agreement.
2. The unit of local government to which the letter proposal is addressed is herein referred to as Owner, and Baxter & Woodman, Inc. is herein referred to as Engineer.
3. Engineer may submit requests for periodic progress payments for services rendered. Payments shall be due and owing by Owner within either 30 days of receipt or the timeframe required by state law.
4. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. However, no such termination may be effected unless the terminating party gives the other party: (1) not less than ten calendar days written notice by certified mail of intent to terminate; and (2) an opportunity for a meeting with the terminating party before termination. If this Agreement is terminated by either party, Engineer shall be paid for services performed to the effective date of termination, including reimbursable expenses. In the event of Agreement termination, the Owner shall receive reproducible copies of drawings, custom developed applications and other documents completed by Engineer.
5. Engineer agrees to hold harmless and indemnify the Owner and each of its officers and employees from any and all liability claims, losses, or damages, to the extent that such claims, losses, or damages are caused by Engineer's negligence in the performance of the services under this Agreement, but not including liability that may be due to the sole negligence of the Owner or other Engineers, contractors, or subcontractors working for the Owner, or their officers and employees. In the event claims, losses, or damages are caused by the joint or concurrent negligence of Owner and the Engineer they shall be borne by each party in proportion to its negligence.
6. The Owner acknowledges that Engineer is a Business Corporation and not a Professional Service Corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees.
7. The Engineer and Owner agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.
8. For the duration of the project, the Engineer shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from Engineer's negligence in the performance of services under this Agreement. The limits of liability for the insurance required by this paragraph are as follows:

Workers Compensation:	Statutory Limits	Excess Umbrella Liability:	\$5,000,000 per claim and aggregate
General Liability:	\$1,000,000 per claim	Professional Liability:	\$5,000,000 per claim
	\$2,000,000 aggregate		\$5,000,000 aggregate
Automobile Liability:	\$1,000,000 combined single limit		
9. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of the Engineer and its officers, directors, employees, agents, and any of them, to the Owner and anyone claiming by, through or under the Owner, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty expressed or implied of Engineer or its officers, directors, employees, agents or any of them, hereafter referred to as the "Owner's Claims", shall not exceed the total insurance proceeds available to pay on behalf of or to Engineer by its insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto, including all covered payments made by those insurers for fees, costs and expenses of investigation, claims adjustment, defense and appeal.
10. Engineer is responsible for the quality, technical accuracy, timely completion, and coordination of all designs, drawings, custom developed applications and other services furnished or required under this Agreement, and shall endeavor to perform such services with the same skill and judgment which can be reasonably expected from similarly situated professionals performing the same or similar services.
11. The construction contractor, if any, is a separate company from the Engineer. The Owner understands and acknowledges that the Engineer is not responsible for the contractor's construction means, methods, techniques, sequences or procedures, time of performance, compliance with laws and regulations, or safety precautions and programs in connection with the project and the Engineer does not guarantee the performance of the contractor and is not responsible for the contractor's failure to execute the work in accordance with the construction contract documents.
12. The Owner may, at any time, by written order, make changes within the general scope of this Agreement in the services to be performed by Engineer. If such changes cause an increase or decrease in Engineer's fee or time required for performance of any services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly. No service for which an additional compensation will be charged by Engineer shall be furnished without the written authorization of the Owner.
13. All drawings, custom developed applications, and other documents prepared or furnished by Engineer pursuant to this Agreement are instruments of service in respect to the project, and Engineer shall retain the right of reuse of said documents and electronic media by and at the discretion of Engineer whether or not the project is completed. Electronic copies of Engineer's documents for information and reference in connection with the use and occupancy of the project by the Owner and others shall be delivered to and become the property of the Owner; however, Engineer's documents are not intended or represented to be suitable for reuse by the Owner or others on additions or extensions of the project, or on any other project. Any such reuse without verification or adaptation by Engineer for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to Engineer; and the Owner shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.
14. Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.
15. This Agreement contains and embodies the entire and integrated agreement between parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.