

Committee-of-the-Whole Agenda

6:30 p.m.
Tuesday, May 14, 2013

Presentation

- Presentation of Life Saving award to police officer A. David Griggs, Jr. (Chief Hankins)
- Presentation from Quad Cities Chamber of Commerce (Paul Rumler, QC Chamber)

Proclamations

A Request from the Public Works Department of Moline to declare May 19-25, 2013 as “National Public Works Week.”

Mayor’s Board Appointments

Appointment of Stephanie Acri to the Project Management Team to fill the vacancy of Scott Raes.

Appointment of Greg Masias to the Human Rights Commission to fill the unexpired term of Anthony Peoples to expire August 31, 2014.

Questions on the Agenda

Agenda Items

1. **Approval of a Resolution for Improvement by Municipality for John Deere Road Widening** (Scott Hinton, City Engineer)
2. **Approval of a Jurisdictional Transfer with the Illinois Department of Transportation to Accept Jurisdiction of 41st Drive Connector and 41st Avenue Drive** (Scott Hinton, City Engineer)
3. **Approval of a Resolution Approving the Illinois Department of Transportation’s Plans and Specifications for the John Deere Road Widening Project** (Scott Hinton, City Engineer)
4. **Approval of a Resolution to Add 41st Drive Connector and 41st Avenue Drive to the City of Moline’s Street System** (Scott Hinton, City Engineer)
5. **Approval of a Sole Source Purchase from Conklin Sales for 5th Avenue Streetscaping Amenities** (Scott Hinton, City Engineer)
6. **Approval of an Agreement for Professional Services with Missman, Inc. - Avenue of the Cities, 41st – 43rd Streets** (Scott Hinton, City Engineer)
7. **Approval of an Agreement for Professional Services with Missman, Inc. for 12th Avenue, 19th – 34th Streets** (Scott Hinton, City Engineer)
8. **Tobacco Enforcement Program Grant from IL Department of Revenue - Liquor Control Commission** (Kim Hankins, Public Safety Director)
9. **Subordination and Non-Disturbance Agreement between the City of Moline, Quad Cities Chamber of Commerce, Inc. and Kaizen Company of America, LC** (Maureen Riggs, City Attorney)
10. **Subordination and Non-Disturbance Agreement between the City of Moline, Goebel Family Dentistry LLC and Kaizen Company of America, LC** (Maureen Riggs, City Attorney)
11. **Amendment to Sec. 24-2203, “RESIDENCY,” of the Moline Code of Ordinances** (Alison Fleming, Human Resources Manager)
12. **Other**

Explanation

1. Approval of a Resolution for Improvement by Municipality Under the Illinois Highway Code for MFT Section 13-00255-00-PV, John Deere Road Widening (Scott Hinton, City Engineer)

Explanation: A Resolution for Improvement is necessary to use MFT funds for the City of Moline's portion of IDOT's John Deere Road Widening project. Additional documentation attached.

Staff Recommendation: Approval

Fiscal Impact: \$238,930.00 will be included in the 2014 CIP and the 2014 budget in Account #220-9835-436.08-10, MFT, for this project.

Public Notice/Recording: N/A

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

2. Approval of a Jurisdictional Transfer with the Illinois Department of Transportation to Accept Jurisdiction of 41st Drive Connector and 41st Avenue Drive (Scott Hinton, City Engineer)

Explanation: The Illinois Department of Transportation (IDOT) will construct two new local streets in IDOT-controlled right-of-way (ROW) as part of the John Deere Road widening project. The streets have been designated as 41st Drive Connector and 41st Avenue Drive. IDOT will transfer jurisdiction of the local streets to the City of Moline 21 days after the construction is complete and all work passes IDOT's final inspection. The new bridge over John Deere Road west of 38th Street is not included in the jurisdictional transfer and will remain under IDOT's jurisdiction. Additional documentation attached.

Staff Recommendation: Approval

Fiscal Impact: N/A

Public Notice/Recording: N/A

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

3. Approval of a Resolution Approving the Illinois Department of Transportation's Plans and Specifications for the John Deere Road Widening Project (Scott Hinton, City Engineer)

Explanation: Since a portion of the John Deere Road Widening Project will be added to the City of Moline's street system after completion of the project, the Illinois Department of Transportation (IDOT) requires that the City of Moline pass a Resolution formally approving IDOT's plans and specifications for the work.

Staff Recommendation: Approval

Fiscal Impact: N/A

Public Notice/Recording: N/A

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

4. Approval of a Resolution to Add 41st Drive Connector and 41st Avenue Drive to the City of Moline's Street System (Scott Hinton, City Engineer)

Explanation: The Illinois Department of Transportation (IDOT) will construct two new local streets in IDOT-controlled right-of-way (ROW) as part of the John Deere Road widening project. The streets have been designated as 41st Drive Connector and 41st Avenue Drive. IDOT will transfer jurisdiction of the local streets to the City of Moline twenty-one days after the construction is complete and all work passes IDOT's final inspection. As part of the jurisdictional transfer agreement, IDOT requires that the City of Moline pass a Resolution formally adding 41st Drive Connector and 41st Avenue Drive to the City's public street system.

Staff Recommendation: Approval

Fiscal Impact: N/A

Public Notice/Recording: N/A

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

5. Approval of a Sole Source Purchase from Conklin Sales for 5th Avenue Streetscaping Amenities (Scott Hinton, City Engineer)

Explanation: The 5th Avenue Streetscaping Plan approved by Council several years ago is being incorporated into the 5th Ave reconstruction projects. Among the streetscaping items to be included in this year's project are 11 planters, 11 benches, and 5 trash receptacles that will match similar items installed on previous 5th Avenue projects. Conklin Sales from Sterling, IL supplied the amenities for the previous projects and proposes to supply the amenities for this year's project at 2010 pricing levels. Additional documentation attached.

Staff Recommendation: Approval

Fiscal Impact: Downtown SSA funds will be used for this \$30,222.00 purchase.

Public Notice/Recording: N/A

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

6. Approval of an Agreement for Professional Services with Missman, Inc. for MFT Section 12-00253-00-RS, Avenue of the Cities, 41st – 43rd Streets (Scott Hinton, City Engineer)

Explanation: The Engineering Division is unable to provide construction inspection services for the Avenue of the Cities resurfacing project due to staffing vacancies. Missman, Inc. proposes to provide this service at standard hourly rates for the not-to-exceed price of \$60,930.00. Missman will staff the project with IDOT-approved inspectors who have received all appropriate IDOT training and hold current certifications. Additional documentation attached.

Staff Recommendation: Approval

Fiscal Impact: Funds are not budgeted, but sufficient CIP Reserves are available.

Public Notice/Recording: N/A

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

7. Approval of an Agreement for Professional Services with Missman, Inc. for MFT Section 12-00254-00-RS, 12th Avenue, 19th – 34th Streets (Scott Hinton, City Engineer)

Explanation: The Engineering Division is unable to provide construction inspection services for the 12th Avenue resurfacing project due to staffing vacancies. Missman, Inc. proposes to provide this service at standard hourly rates for the not-to-exceed price of \$85,350.00. Missman will staff the project with IDOT-approved inspectors who have received all appropriate IDOT training and hold current certifications. Additional documentation attached.

Staff Recommendation: Approval

Fiscal Impact: Funds are not budgeted, but sufficient CIP Reserves are available.

Public Notice/Recording: N/A

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

8. Tobacco Enforcement Program Grant from IL Department of Revenue - Liquor Control Commission (Kim Hankins, Public Safety Director)

Explanation: The Illinois Department of Revenue (Liquor Control Commission) has awarded the police department a grant of \$5,830.00 to conduct a retail education and enforcement program with Moline tobacco retailers. The program provides for three compliance checks to be conducted during the term of the agreement, July 1, 2013 through June 30, 2014. Execution of a Contractual Agreement is required for acceptance of the grant. Additional documentation attached.

Staff Recommendation: Approval

Fiscal Impact: N/A

Public Notice/Recording: N/A

Goal Impacted: Financially Strong City

9. Subordination and Non-Disturbance Agreement between the City of Moline, Quad Cities Chamber of Commerce, Inc. and Kaizen Company of America, LC (Maureen Riggs, City Attorney)

Explanation: In 2003, the City and Kaizen Company of America, LC entered into a ground lease for Kaizen's lease of the surface property at 1601 River Drive, Moline, for the development of RiverStation at Bass Street Landing. Kaizen and the Quad Cities Chamber of Commerce recently entered into a premises lease for the Chamber's lease of approximately 5,564 square feet in the RiverStation building located at 1601 River Drive, Moline. The parties wish to execute a Subordination and Non-Disturbance Agreement to subordinate the premises lease to the ground lease and ensure the Chamber's possession and control of the premises; said execution will allow the lease to continue as a direct lease between the Chamber and the City (or either's successors and assigns) should Kaizen default under the ground lease or should the ground lease be terminated or otherwise cease to continue. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: To be recorded by Quad Cities Chamber of Commerce, Inc.
Goals Impacted: Financially Strong City, A Great Place to Live

10. Subordination and Non-Disturbance Agreement between the City of Moline, Goebel Family Dentistry LLC and Kaizen Company of America, LC (Maureen Riggs, City Attorney)

Explanation: In 2003, the City and Kaizen Company of America, LC entered into a ground lease for Kaizen's lease of the surface property at 1601 River Drive, Moline, for the development of RiverStation at Bass Street Landing. Kaizen and Goebel Family Dentistry LLC recently entered into a premises lease for Goebel's lease of approximately 4,244 square feet in the RiverStation building located at 1601 River Drive, Moline. The parties wish to execute a Subordination and Non-Disturbance Agreement to subordinate the premises lease to the ground lease and ensure Goebel's possession and control of the premises; said execution will allow the lease to continue as a direct lease between Goebel and the City (or either's successors and assigns) should Kaizen default under the ground lease or should the ground lease be terminated or otherwise cease to continue. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: To be recorded by Goebel Family Dentistry LLC
Goals Impacted: Financially Strong City, A Great Place to Live

11. Amendment to Sec. 24-2203, "RESIDENCY," of the Moline Code of Ordinances (Alison Fleming, Human Resources Manager)

Explanation: Currently, the City Administrator and all department directors are required to live in the City of Moline. All other employees are only required to live within 20 miles of Fire Central Station. The Department Director residency requirement is burdensome on those employees who are promoted from within but who do not live within the City, especially given the current status of real estate prices and the depressed housing market. This amendment would change the residency requirement for existing employees who are promoted to Department Director level positions so that they are not required to reside within the City as long as their residence was lawful under the employee's prior position with the City. The amendment will assist in the City Council goal of succession planning by encouraging employees to seek higher level positions within the City and to utilize their experience and institutional knowledge in leading various City departments.

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



BE IT RESOLVED, by the City Council of the
City of Moline Illinois
Council or President and Board of Trustees
City, Town or Village

that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
Illinois Route 5	FAP 595		

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of City of Moline portion of IDOT Contract No. 64B84, Job No C-92-076-12

and shall be constructed _____ wide
and be designated as Section 13-00255-00-PV

2. That there is hereby appropriated the (additional Yes No) sum of two hundred thirty eight thousand nine hundred thirty Dollars (\$238,930.00) for the improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract ; and,
Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved _____

Date _____

Department of Transportation

Regional Engineer _____

I, Tracy Koranda Clerk in and for the
City of Moline
City, Town or Village
County of Rock Island , hereby certify the
foregoing to be a true, perfect and complete copy of a resolution adopted
by the City Council
Council or President and Board of Trustees
at a meeting on May 21, 2013
Date
IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this
_____ day of _____
(SEAL)

City, Town, or Village Clerk



Local Agency		Type of Systems Transfer	
Municipality:	City of Moline	Type 1	Type 2
Township/Road District:		From: State Highway System	From: Local Highway System
County:	Rock Island	To: Local Highway System	To: State Highway System
Section Number:	(142-1)R-1 & 142-1 HB	Indicate Type of Systems Transfer: 1	

The above local agency, and the State of Illinois, acting by and through its Department of Transportation, agree to transfer the jurisdiction of the designated location in the manner indicated above under **Type of Systems Transfer**.

Location Description

Name See attached sheet Route _____ Length _____
 Termini See attached sheet for details and locations _____
 _____ in its entirety.

This transfer does does not include Structure No. NA

The transfer does does not include a transfer to land rights (4-508). If it does, attach letter of intent approved by the Department.

WHEREAS, the authority to enter into this contract is granted the STATE by Section 4-409 of the Illinois Highway Code and the authority to make changes in the State Highway System is granted the State under Section 2-101 of the Illinois Highway Code.

Include for Municipalities Only

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part hereof a copy of a location map as Addendum No. 1 and a copy of the ordinance as Addendum No. 2, and

Include for Counties Only

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part hereof a copy of a location map as Addendum No. 1 and a copy of the resolution as Addendum No. 2, and

Include for Township/Road Districts Only

WHEREAS, the authority to make changes to the Township/Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code and said Highway Commissioner shall attach hereto and make a part hereof a copy of a location map as Addendum No. 1, and

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective 21 calendar days after:

(check one)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Final Inspection by the State (Type B) | <input type="checkbox"/> Execution of Agreement |
| <input type="checkbox"/> Acceptance by the State | <input type="checkbox"/> Approval of Land Conveyance |
| | <input type="checkbox"/> Other: _____ |

Supplements

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this jurisdictional transfer.

Supplement Addendum No. 1 – Location Maps (Sheets 1-4) and Exhibit "B" - Resolution
 (Insert supplement numbers of letters and page numbers, if applicable.)

IT IS FURTHER AGREED, that the provisions of this jurisdictional transfer shall be binding and inure to the benefit of the parties hereto, their successors and assigns.

ATTACHMENT TO EXHIBIT B

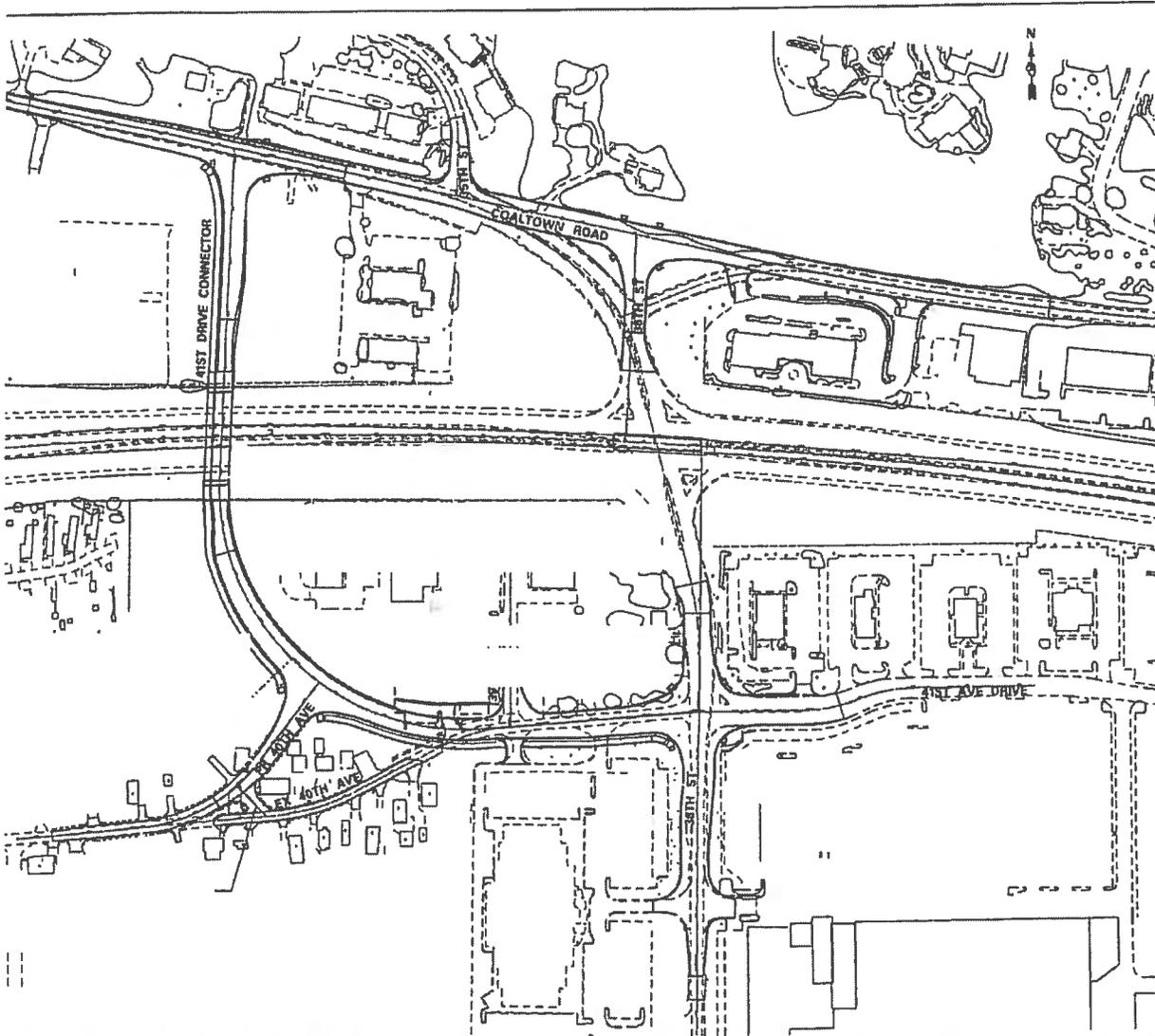
Name 41st Drive Connector Route _____ Length 1,800 LF

Termini Beginning at a point located approximately 400 lineal feet west of the proposed centerline intersection of 35th Street and Coaltown Road intersection and extending south over John Deere Expressway continuing at a southeasterly direction ending at a point near the proposed centerline intersection of 38th Street and 41st Drive Connector, excluding the structure (No.081-0176) carrying 41st Drive Connector over John Deere Expressway, in its entirety.

Name 41st Avenue Drive Route _____ Length 1,450 LF

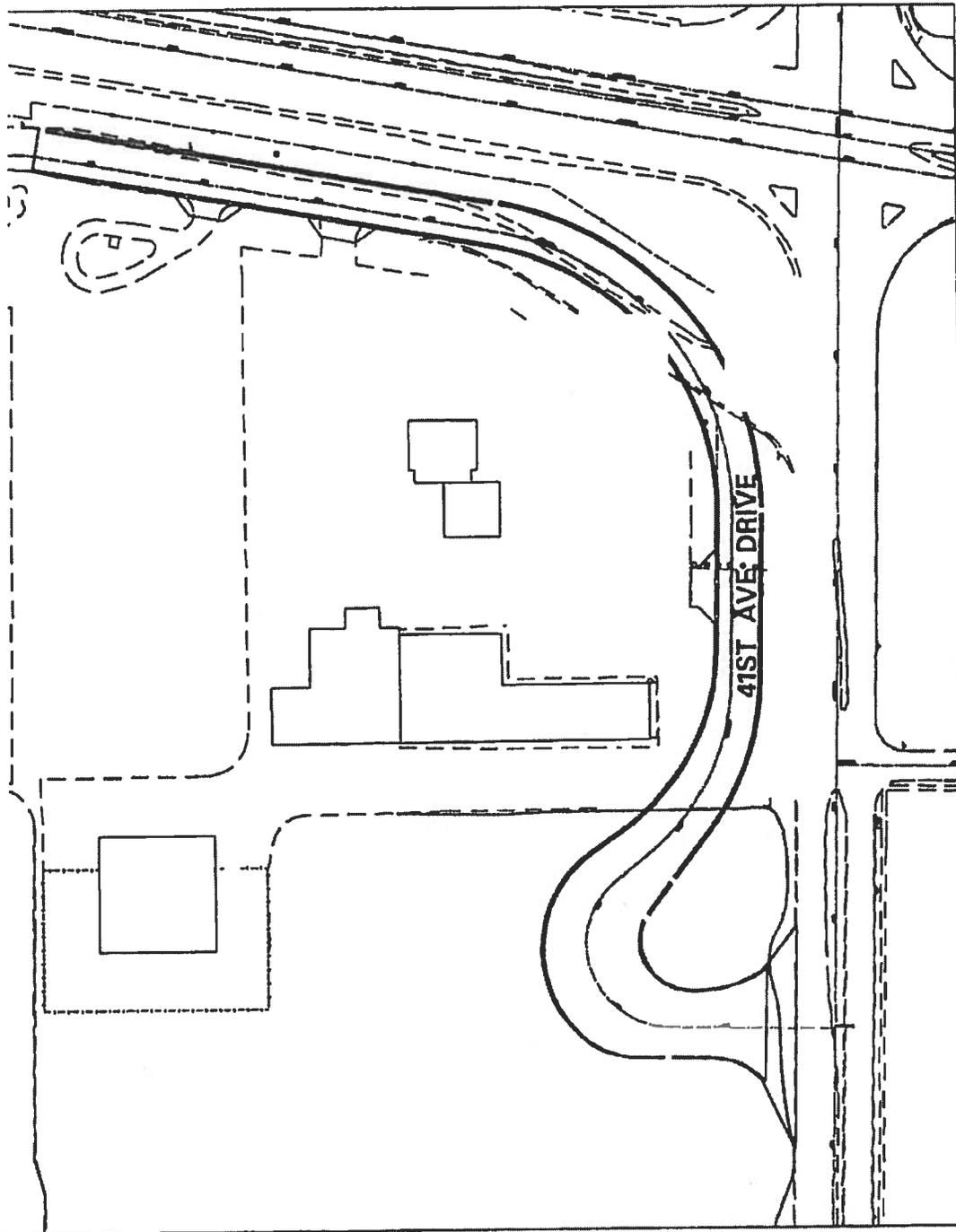
Termini Beginning at a point located approximately 800 lineal feet south of the proposed centerline intersection of Illinois Route 5 (John Deere Expressway) and 41st Street, with radius widening at the intersection of 41st Avenue Drive and 41st Street, to a point where the newly reconstructed roadway tapers into the existing 41st Avenue Drive, in its entirety.

41st Drive Connector



 Ciorba Group, Inc. <small>CHARTERED SURVEYORS 2307 North Cumberland Avenue Suite 412 Chicago, IL 60614 Tel. 312.778.1200 Fax 312.778.4334</small>	USER NAME	DESIGNED	REVISOR
	PLAT SCALE	CHECKED	REVISOR
	PLAT DATE	DATE	REVISOR
		SCALE	SHEET NO. OF

41st Avenue Drive





PURCHASE ORDER

MAIL INVOICES TO:

City of Moline
 Public Works - Engineering
 3635 Fourth Avenue
 Moline, IL 61265

PAGE NO.

1

PURCHASE ORDER NO.

ENG1176 - 1

THIS P.O. NO. MUST APPEAR ON ALL
 INVOICES, CARTONS AND PACKAGES

DATE

24-Apr-13

VENDOR Conklin Sales, Inc.
 305 West 12th Street
 Sterling, IL 61081

SHIP TO
 City of Moline - Eng
 3635 Fourth Avenue
 Moline, IL 61265

VENDOR NO.

DELIVER BY

REQUESTED BY

ACCOUNT NO

LINE NO.	QUANTITY	UOM	DESCRIPTION	UNIT COST	EXTENDED COST
1	11		CV1-1120-CR111-PF Backless Flat Radius Bench, Large Radius, Six Foot Length, Pedestal Mount, Powder Coated Finish Color Onyx Black	1,034.00	11,374.00
2	5		CV2-1000-PF City View Round Receptacle, Vertical Strap, Flair Top 20 Gallon Flat Lid, 40 Gallon rigid plastic liner with handles included. Powder Coat Finish.	834.00	4,170.00
3	11		QR-BJ3630P-LC BAJA Round Planter (LITE CRETE) 3'0" Wide X 30" High. COLOR & FINISH: P-6 COPPER, T9-SANDSTONE Triple Gloss Sealer, with 2" Dia. Drain hole. Including interior water sealant.	1,224.00	13,464.00
4	1		Shipping Charges - Most of the deliveries require a fork lift that can lift a minimum of 2500 pounds. There is an up charge for a lift gate if required.	1,214.00	1,214.00
			Installation is not quoted for the above items.		
				TOTAL:	30,222.00

AUTHORIZED BY _____
 APPROPRIATE PURCHASING OFFICIAL

309-524-2350
 TELEPHONE CONTACT

**PURCHASE ORDER
TERMS AND CONDITIONS**

- 1 **AGREEMENT.** This Purchase Order and the Request for Quotation Form used by the City of Moline contain all the terms and conditions with respect to the purchase of goods and services herein, except that if this order is also covered by another written contract signed by both City and Vendor, then the terms and conditions set forth in this purchase order apply to the extent that they are not in conflict with such other written contract. No modifications of the terms and conditions set forth in this agreement shall be of any force unless such modification has been expressly agreed to in writing by both parties.
- 2 **DELIVERY.** Delivery shall be F.O.B. destination unless otherwise specified in the shipping instructions. Absolutely no C.O.D. shipments accepted. All shipments that are F.O.B. point of origin must be shipped Prepaid and Billed on Invoice.
- 3 **PAYMENT.** Payment terms are Net 30 days minimum, unless otherwise agreed to by both parties. Payment will be by check only.
- 4 **TAXES.** All government bodies in the State of Illinois are exempt from payment of federal excise taxes and state sales tax.
- 5 **CANCELLATION.** It is understood that the City of Moline may cancel this Order at any time provided proper notification has been given and both parties are in agreement on cancellation charges if any such are to be imposed; for example: there are no excusable delays in the delivery schedule. If supplier can not meet the delivery date promised, and the City is faced with a critical situation and can obtain goods from another source in a shorter time period, we will be obligated to do so.
- 6 In case of the above default by the vendor, the City of Moline may procure the articles or services from other sources and may deduct from unpaid balance due the vendor, or may collect against the performance bond for excess costs so paid, and the prices paid by the City of Moline shall be considered the prevailing market price at the time of purchase is made.
- 7 The vendor shall hold the City of Moline, its officers, agents, and employees, harmless from liability of any nature or kind on account of use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this request for quotation.
- 8 The successful bidder is specifically denied the right of using in any form or medium the name of the City of Moline for public advertising unless written permission is granted by the City of Moline.
- 9 Equal Employment Opportunity Clause - In accordance with the State of Illinois, Federal guidelines and the City of Moline, the Successful bidder agrees that in the performance of this award:
 - A That it will not discriminate against any employee or applicant because of race, creed, color, national origin, sex, religion, or ancestry; and further that it will examine all job classifications to determine if minority persons are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - B That, in all solicitations or advertisements for employees placed by it or on its behalf, it will utilize media having substantial minority circulations such as may be available and will state that all applicants will be afforded equal opportunity without discrimination because of race, color, sex, national origin or ancestry.
 - C That it will maintain records and submit reports as may from time to time be requested by the City of Moline.
 - D That it will permit reasonable access to all relevant books, records, accounts and work sites by the personnel of City of Moline for purposes of study to ascertain compliance.
 - E In the event of the successful vendors non-compliance with any provision of the Equal Opportunity Clause, the vendor may be declared ineligible for future contracts with the City of Moline, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute.
 - F The successful bidder will include the provisions of paragraphs "A" through "E" of this clause in every subcontract of purchase in the performance of this award. The successful bidder will utilize all reasonable means at its disposal to enforce such provisions, and will promptly notify the City of Moline in the event any subcontractor or vendor fails or refuses to comply herewith.



AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT is effective this ____ day of ____ in the year 2013 between Missman, Inc. an Iowa Corporation, hereinafter for convenience referred to as MISSMAN and CITY OF MOLINE hereinafter for convenience referred to as the CLIENT.

The Services provided under this agreement shall be referred to as:

Illinois Contract No. 85567
Route FAU 5773 (Avenue of the Cities)
Project M-5074(091)

The Scope of Services to be provided under this agreement is as follows:

Construction Observation Services

1. Provide daily on site construction observation services and for 35 working construction days per IL DOT guidelines. We estimate 460 hours for this work and estimated total of 16 hours for Administration site visits.
2. Provide Project Coordinator services to include daily and weekly reports, documentation and pay requests for the City of Moline and IL DOT. We estimate 56 hours for this service.
3. Missman will coordinate and attend final walk through between the City of Moline and Contractor. We will provide a final punch list to contractor.
4. Provide QC/QA testing for PCC and QA testing HMA including all necessary tests and reports per IL DOT Specs. and standards. We estimate 40 hours for this work.
5. Missman will conduct final project close out with the required documentation and audit with IDOT. We estimate 40 hours-Project Coordinator, 44 hours-Sr. Tech. which includes all as-built mark-ups.

See attached breakdown for estimated hours and costs.

The Scope of Services does not provide, but is not limited to, the following:

1. Negotiations or delays resulting from the owner's failure to secure right-of-entry for Missman to complete the work.
2. Preparation of zoning, permitting, vacation, exhibit, easement, or right-of-way plats or descriptions.
3. Title research or expert testimony.
4. Engineering service and/or coordination regarding Archaeological, Environmental or Historic issues, other than mentioned above.
5. Soils investigations, geotechnical or environmental reports or studies.
6. Major changes in the scope of the project, including preparation of more than one bid package (phase).
7. Meetings and public hearings beyond those specified above.
8. Construction Plans, Specifications and Construction Staking.



Items of work beyond the Scope of Services are considered Additional Services and will be charged at the standard hourly rates set forth in Attachment Exhibit "A" – Hourly Rates for Additional Services.

The Deliverables will generally consist of:

All reports and studies will be made available to the Client, IDOT, and other designated recipients in paper copy and electronic copy (Acrobat pdf) as directed.

The Schedule for these services is as follows:

Work will proceed as agreed upon herein, when the Client and Missman have executed this agreement.

The Fee for the above described services will be: \$60,930.00 Not to Exceed. We will contact the Client for authorization to proceed if the services may exceed this fee. Any work authorized above the \$60,930.00 will be considered additional services.

The compensation method will be "Standard Hourly Rate" (see Item 22 in General Conditions).

This Agreement, the attached General Terms and Conditions, Attachment Exhibit "A" (Hourly Rates for Additional Services) and all other Exhibits, if any, represent the entire and integrated Agreement between the CLIENT and MISSMAN and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and MISSMAN.

If you wish us to proceed on this project, please sign both copies and return one to us as soon as possible.

Thank you for considering Missman for your professional services.

MISSMAN, INC.

Gregory A. Ryckaert
Vice President

Eric M. McLaughlin
Construction Services Manager

_____ City of Moline

_____ Title



GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS:** The term Client shall be herein interpreted as the person(s), partnership, corporation or other entity, public or private, to which this contract is made. The term "Missman" represents Missman, Inc., an Iowa Corporation, providing the professional services.
2. **SCOPE OF SERVICES:** Services are limited to those specifically listed; they do not include others not set forth or not listed which are expressly excluded from the scope of Missman's services unless separately provided in writing, as agreed upon by both Missman and Client. Missman assumes no responsibility to perform or provide any services not specifically listed.
3. **CHANGED CONDITIONS:** This agreement is based on conditions actually known by or disclosed to Missman. If other conditions not originally known or disclosed become known or disclosed, Missman may require a renegotiation of appropriate portions of this Agreement (illustratively, scope of service or compensation).
4. **HAZARDOUS ENVIRONMENTAL CONDITIONS:** Unless expressly stated in writing, Missman does not provide assessments of the existence or presence of any hazardous or other environmental conditions or environmental contaminants or materials ("Hazardous Environmental Conditions"). Client shall inform Missman of any and all known Hazardous Environmental Conditions before services are provided involving or affecting them. If unknown Hazardous Environmental Conditions are encountered, Missman will notify the Client and, as appropriate, government officials of such conditions. Missman may, without liability or reduction or delay of compensation due, proceed to suspend services on the affected portion of the project until Client takes appropriate action to abate, remediate, or remove the Hazardous Environmental Condition. Missman shall not be considered an "arranger", "operator", "generator", "transporter", "owner", or "responsible party" of or with respect to contaminants, materials or substances. Missman shall assume no liability whatsoever for correction of any Hazardous Environmental Conditions; and shall be entitled to payment or reimbursement of expenses, costs or damages occasioned by undisclosed Hazardous Environmental Conditions.
5. **BURIED UTILITIES:** Client shall be responsible for designating the location of all utility lines and subterranean structures within the property lines of the Project. Client agrees to waive any claim against Missman and to defend, indemnify and hold Missman harmless for any claim or liability for injury or loss arising from Missman or other persons encountering utilities or other manmade objects that were not brought to Missman's attention or which were not properly located on the plans furnished to Missman. Client further agrees to compensate Missman for any and all time, costs and expenses incurred by Missman in defense of any such claim, in accordance with Missman's then effective standard hourly fee schedule and expense reimbursement policy.
6. **OPINIONS OF PROBABLE COST:** In providing opinions of probable cost, the Client understands that Missman has no control over contractor's costs or the price of contractor's labor, equipment or materials, or over the Contractor's method of pricing, all of which can be extremely volatile, and that the opinions of probable cost provided herein are to be made on the basis of Missman's qualifications and past experience. Missman makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.
7. **ACCEPTANCE PERIOD:** CADD files shall have an acceptance period of 90 days. During this time, the Client can examine the electronic files and verify their correctness. Missman will remedy any errors discovered in the files during this period. Once the acceptance period ends, the Client has accepted the files and takes responsibility for their ongoing maintenance.
8. **CONSTRUCTION SERVICES:** Should the Client provide construction observation or review with either the Client's representatives or a third party, Missman's services under this Agreement will be considered to be completed upon either (1) completion and submittal of the Final Design; or (2) the services outlined in the Scope of Work. It is understood and agreed that if Missman's services under this Agreement do not include project observation or review of the Contractor's performance or other construction services and that such services will be provided by the Client, then the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation or review. The Client specifically waives any and all claims of whatever kind or nature against Missman that may in any way be connected thereto.
9. **AUTHORITY AND RESPONSIBILITY:** Missman (1) does not in any manner guarantee the actual bids the Client will receive or the work of any contractor or subcontractor, (2) has no authority to stop work by any contractor or subcontractor, (3) has no supervision or control as to the work or persons doing the work, (4) does not have charge of the work, (5) is not responsible for safety in, on or about the job site and (6) does not have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids. Missman neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to finish and perform its work in accordance with the Contract Documents.
10. **FAST TRACK/DESIGN-BUILD AND CONSTRUCTION:** "Fast track" refers to Missman's design services which overlap the construction work and/or are out of sequence with the traditional project performance or delivery method. In consideration of the benefits to the Client of employing the "fast track" process and in recognition of the inherent risks of fast tracking to Missman which Client accepts, the Client waives any and all claims against Missman for design changes and modification of portions of the services already constructed due to the Client's decision to employ the fast track process. The Client further agrees to compensate Missman for all Additional Services required to modify, correct or adjust the Construction Documents and coordinate them in order to meet the Client's Project requirements because of the Client's knowing decision to construct the Project in a fast track manner.
11. **RIGHT OF ENTRY:** Client shall provide for Missman's right to enter property owned by Client and/or others in order for Missman to fulfill the scope of service for this Project. Client understands that use of exploration equipment such as soil testing may unavoidably cause damage, the costs associated therewith and correction of which is the responsibility of the Client and shall not be the responsibility of Missman.
12. **STANDARD OF PRACTICE:** Services performed by Missman under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this agreement or in any report, opinion, document or otherwise.
13. **INFORMATION PROVIDED BY OTHERS:** The Client shall furnish and grant permission to use, at the Client's expense, all information, requirements, reports, data, surveys and instructions as defined in the Scope of Services of this Agreement. Missman may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof without independent verifications or investigation. If the Client desires verification by Missman, the Client and Missman shall enter into a separate written agreement for providing such services.



14. **OWNERSHIP OF DRAWINGS AND ELECTRONIC INFORMATION:** Drawings, tracings, plats, specifications, CADD files, electronic information and other products produced by Missman may be used in connection with the Client's presently proposed project, but shall otherwise be Missman's property and their use for any other project is not authorized. The Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify Missman from and against all claims, liabilities, losses, damages, and costs, including, but not limited to, attorney's fees arising out of or in any way connected with modification, translation, misinterpretation, misuse or reuse by the Client or others of the machine readable information and data or other electronic data which may be provided by Missman under this Agreement. Contract Documents include both the sealed drawings and the electronic files. If there is a conflict between the two, the sealed drawings will control and govern.
15. **UNAUTHORIZED CHANGES:** In the event the Client, the Client's contractors, subcontractors, agents or anyone for whom the Client is responsible, either directly or indirectly, makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by Missman without obtaining Missman's prior written consent, the Client shall assume full responsibility for the results or consequences of such changes. Therefore, the Client waives any claim against Missman and releases Missman from any and all liability whatsoever or indirectly from such unapproved changes whether or not known by Missman.
16. **LIMITATION OF LIABILITY:** Any damage on account of professional errors, omissions or negligence will be limited to \$10,000.00 or the fee, whichever is less. In no event shall Missman be liable for incidental or consequential damages. This provision is separable from the remainder of this agreement to the extent consistent with law.
17. **AGREEMENT BY CLIENT NOT TO PURSUE COST OF CERTAIN CHANGE ORDERS:** Client recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the drawings, specifications and other design documentation furnished by Missman or in the other professional services performed or furnished by Missman under this Agreement ("Covered Change Orders"). Accordingly, Client agrees to budget a minimum of five percent (5%) of the total client's construction contractor's bid amount(s) for contingencies. Further, the Client agrees not to sue or to make any claims directly or indirectly against Missman on the basis of professional negligence breach of contract, or otherwise with respect to the costs of approved Covered Change Orders, unless the costs of such approved Covered Change Orders exceed fifteen percent (15%) of Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of Missman for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that Client would have incurred if the Covered Change Order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity or inconsistency in the Contract Documents and without any other error or omission of Missman related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Missman is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order. Wherever used in this paragraph, the term Missman includes Missman's officers, directors, members, partners, agents, employees and subconsultants. Client further agrees not to sue or to make any claim directly or indirectly against Missman with respect to any Covered Change Order not in excess of such percentage stated above, and Client agrees to hold Missman harmless from and against any suit or claim made by the Contractor relating to any such Covered Change Order.
18. **RISK ALLOCATION:** Missman's liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which liability may be found to rest upon Missman, other than for professional errors, omissions or negligence, will be limited to Missman's general liability insurance coverage of \$2,000,000.00.
19. **PURPORTED DEFECTS OR ERRORS IN SERVICE:** The Client shall immediately report to Missman any defects or suspected defects in Missman's services of which the Client becomes or should have become aware and allow Missman to take measures to minimize the consequences of such a defect or error. Failure by the Client to notify Missman shall relieve Missman of the costs of remedying the defects claimed above the sum such remedy would have cost had prompt notification been given when such defects were or should have been first discovered.
20. **INDEMNIFICATION:** The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Missman, its officers, directors, employees, agents and subconsultants from and against said damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with Missman's providing emergency services under this Agreement, excepting only those damages, liabilities or costs arising directly from the willful negligence or gross misconduct of Missman.
21. **TIME OF COMPLETION:** Missman will use its best efforts to complete the work by the date indicated in the schedule, but Missman shall incur no liability due to any delay for any reason and the Client's obligation to pay fees and expenses shall not be affected by any delay. In addition, if any delay increases the cost or time required by Missman to perform its services in an orderly, professional and efficient manner, Missman shall be entitled to a reasonable and equitable adjustment in schedule and/or compensation.
22. **COMPENSATION METHODS:** The "Lump Sum" method includes compensation for Missman's services and services of other's product and service provides outside Missman's employ, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead and profit and may or may not include Reimbursable Expenses. The "Standard Hourly Rate" method is an amount equal to the cumulative hours charged per each classification of employee, times a current Standard Hourly Rate, which shall be revised periodically, for each applicable billing classification for all services performed on a Specific Project, plus Reimbursable Expenses and outside Missman charges, if any. The "Payroll Cost Times Multiplier" method is an amount equal to the cumulative hours charged per each classification of employee, times a specified multiplier of the employee's payroll cost. The "Payroll Cost" is defined as the salary and wage of an employee, plus the cost of customary and statutory benefits including, but not necessarily limited to, social security contributions, unemployment, health, sick leave, vacation, workers' compensation, incentive and holiday pay applicable thereto. "Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work including, but not limited to, the following: transportation and subsistence, telephone and media expenses, reproduction or printing, computer time and services of others outside Missman's employ.
23. **TERMINATION:** This agreement may be terminated by either party on written notice to the other party. If terminated by either party, with or without cause, the Client agrees to pay for all services and reimburse all expenses performed or incurred due to the termination.



24. **PAYMENT:** Missman may bill for its services and expenses monthly, based on costs of services and expenses incurred or the proportion of the actual work completed at the time of billing. Payment of bills is due within fifteen (15) calendar days from the date billed. If not paid within 30 calendar days from the billing date, the Client agrees to additionally pay interest at the rate of one percent (1%) per month on the unpaid balance, or the maximum rate of interest permitted by law, whichever is less. Further, if not paid within 30 calendar days from the billing date, Missman reserves the right to suspend work on the project and bill for any cost of services and expenses incurred up to that date. The jurisdiction and venue for any and all claims for payment shall be the Circuit Court of Rock Island County, brought in Rock Island, Illinois.
25. **COLLECTION COSTS:** If the Client fails to make payments when due and Missman incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to Missman. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Missman staff costs at standard billing rates for Missman's collection costs shall survive the term of this Agreement or any earlier termination by either party.
26. **SET-OFFS, BACK-CHARGES, DISCOUNTS:** Payment of invoices shall not be subject to any discount or set-offs by the Client, unless agreed to in writing by Missman. As further noted in Paragraph 23, payment to Missman for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.
27. **DISPUTED INVOICE:** If the Client objects to any portion of an invoice, the Client shall so notify Missman writing within fifteen (15) calendar days of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute, and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due that cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) days in accordance with Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in favor of Missman and shall be calculated on the unpaid balance from the due date of the invoice.
28. **SUSPENSION AND/OR TERMINATION OF SERVICES:** If the Client fails to make payments when due, as further noted in Paragraph 24, or otherwise is in breach of this Agreement, Missman may suspend performance of services upon five (5) calendar day's written notice to the Client. Missman shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by a breach of the Agreement by the Client. Upon payment in full by the Client, Missman shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Missman to resume performance. If the Client fails to make payment to Missman in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by Missman.
29. **DISPUTE RESOLUTION:** Any claims or disputes made during design, construction or post-construction between the Client and Missman shall be submitted to non-binding mediation. The Client and Missman agree, to the best of their ability, to include a similar mediation agreement with all Contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.
30. **BINDING EFFECT:** This is the entire agreement. It may not be amended except in writing executed by both the Client and Missman. It shall be binding on both the Client and Missman and their legal representatives, executors, administrators, successors and assigns.
31. **BOUNDARY CONFLICT:** Boundary determinations occasionally disclose unseen or unknown conflicts between the record documents and the location of physical improvements. Upon discovery of any latent or patent ambiguity, uncertainty, or dispute disclosed by the records or by placement of the boundaries on the ground, work on the boundary survey will be suspended and you will be immediately notified. Missman will present alternatives for possible resolution and any additional work required to achieve resolution will be negotiated. If you should choose to forego resolution, all work completed to date will be invoiced for payment and the project file will be archived by Missman for future resolution. If you choose resolution, Missman will act as your mediator, consultant and expert until satisfactory resolution is achieved. Upon resolution, this initial agreement will be reinstated and completed in accordance with its initial terms subject to potential interim rate increases.



**ATTACHMENT
EXHIBIT A – HOURLY RATES FOR ADDITIONAL SERVICES**

ADDITIONAL SERVICES: Additional Services will be charged at the standard hourly rates shown below. Work on items considered Additional Services would not be undertaken until the Client provides written authorization.

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

January 1, 2013
Missman, Inc.

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



City of Moline

Avenue of the Cities and 41st Street overlay

IDOT Contract # 85567 35 working days June 3rd to Aug 9th

Task	Person	# Days	Hours/day	Rate/hour	Est Hours	Extension
Administration	Sr. Tech	2	8	\$ 90.00	16	\$ 1,440.00
Observation	Sr. Tech	42	12	\$ 90.00	504	\$ 45,360.00
ICOR's/Pay Estimates	Proj. Coord.	12	8	\$ 75.00	96	\$ 7,200.00
PCC testing/reporting	Sr. Tech	2	8	\$ 90.00	16	\$ 1,440.00
HMA testing/reporting	Sr. Tech	2	12	\$ 90.00	24	\$ 2,160.00

Labor Total \$ 57,600.00

Reimbursable	#units	Cost/unit	Extension
Concrete Molds & Tests	96	\$ 15.00	\$ 1,440.00
Vehicle	42	\$ 45.00	\$ 1,890.00
			\$ -
			\$ -

Reimb Total \$ 3,330.00

Total Estimate \$ 60,930.00

Contractor expects 10 to 12 hr days.

Tests are once a day and 6 cylinders per set. Giving them 7day, 14day and 2 early cylinders.

Project Coordinator =8 hrs/ week for 7 weeks, 5 days for closeout.

Contractor schedule shows 16 days of concrete; +/- 250 CY of concrete.

Contractor schedule shows 4 days of HMA (with length of project Missman assuming cores as acceptance)

Missman will provide beams and breaker for high early patches.

Cost includes nuke guage when required.



AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT is effective this ____ day of ____ in the year 2013 between Missman, Inc. an Iowa Corporation, hereinafter for convenience referred to as MISSMAN and CITY OF MOLINE hereinafter for convenience referred to as the CLIENT.

The Services provided under this agreement shall be referred to as:

Illinois Contract No. 85588
Route FAU 5768 (12th Avenue, 19th Street to 34th Street)
Project M-5074(092)

The Scope of Services to be provided under this agreement is as follows:

Construction Observation Services

1. Provide daily on site construction observation services and for 60 working construction days per IL DOT guidelines. We estimate 640 hours for this work and estimated total of 24 hours for Administration site visits.
2. Provide Project Coordinator services to include daily and weekly reports, documentation and pay requests for the City of Moline and IL DOT. We estimate 96 hours for this service.
3. Missman will coordinate and attend final walk through between the City of Moline and Contractor. We will provide a final punch list to contractor.
4. Provide QC/QA testing for PCC and QA testing HMA including all necessary tests and reports per IL DOT Specs. and standards. We estimate 72 hours for this work.
5. Missman will conduct final project close out with the required documentation and audit with IDOT. We estimate 40 hours-Project Coordinator, 40 hours-Sr. Tech. which includes all as-built mark-ups.

See attached breakdown for estimated hours and costs.

The Scope of Services does not provide, but is not limited to, the following:

1. Negotiations or delays resulting from the owner's failure to secure right-of-entry for Missman to complete the work.
2. Preparation of zoning, permitting, vacation, exhibit, easement, or right-of-way plats or descriptions.
3. Title research or expert testimony.
4. Engineering service and/or coordination regarding Archaeological, Environmental or Historic issues, other than mentioned above.
5. Soils investigations, geotechnical or environmental reports or studies.
6. Major changes in the scope of the project, including preparation of more than one bid package (phase).
7. Meetings and public hearings beyond those specified above.
8. Construction Plans, Specifications and Construction Staking.



Items of work beyond the Scope of Services are considered Additional Services and will be charged at the standard hourly rates set forth in Attachment Exhibit "A" – Hourly Rates for Additional Services.

The Deliverables will generally consist of:

All reports and studies will be made available to the Client, IDOT, and other designated recipients in paper copy and electronic copy (Acrobat pdf) as directed.

The Schedule for these services is as follows:

Work will proceed as agreed upon herein, when the Client and Missman have executed this agreement.

The Fee for the above described services will be: \$85,350.00 Not to Exceed. We will contact the Client for authorization to proceed if the services may exceed this fee. Any work authorized above the \$85,350.00 will be considered additional services.

The compensation method will be "Standard Hourly Rate" (see Item 22 in General Conditions).

This Agreement, the attached General Terms and Conditions, Attachment Exhibit "A" (Hourly Rates for Additional Services) and all other Exhibits, if any, represent the entire and integrated Agreement between the CLIENT and MISSMAN and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and MISSMAN.

If you wish us to proceed on this project, please sign both copies and return one to us as soon as possible.

Thank you for considering Missman for your professional services.

MISSMAN, INC.

Gregory A. Ryckaert
Vice President

City of Moline

Eric M. McLaughlin
Construction Services Manager

Title _____



GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS:** The term Client shall be herein interpreted as the person(s), partnership, corporation or other entity, public or private, to which this contract is made. The term "Missman" represents Missman, Inc., an Iowa Corporation, providing the professional services.
2. **SCOPE OF SERVICES:** Services are limited to those specifically listed; they do not include others not set forth or not listed which are expressly excluded from the scope of Missman's services unless separately provided in writing, as agreed upon by both Missman and Client. Missman assumes no responsibility to perform or provide any services not specifically listed.
3. **CHANGED CONDITIONS:** This agreement is based on conditions actually known by or disclosed to Missman. If other conditions not originally known or disclosed become known or disclosed, Missman may require a renegotiation of appropriate portions of this Agreement (illustratively, scope of service or compensation).
4. **HAZARDOUS ENVIRONMENTAL CONDITIONS:** Unless expressly stated in writing, Missman does not provide assessments of the existence or presence of any hazardous or other environmental conditions or environmental contaminants or materials ("Hazardous Environmental Conditions"). Client shall inform Missman of any and all known Hazardous Environmental Conditions before services are provided involving or affecting them. If unknown Hazardous Environmental Conditions are encountered, Missman will notify the Client and, as appropriate, government officials of such conditions. Missman may, without liability or reduction or delay of compensation due, proceed to suspend services on the affected portion of the project until Client takes appropriate action to abate, remediate, or remove the Hazardous Environmental Condition. Missman shall not be considered an "arranger", "operator", "generator", "transporter", "owner", or "responsible party" of or with respect to contaminants, materials or substances. Missman shall assume no liability whatsoever for correction of any Hazardous Environmental Conditions; and shall be entitled to payment or reimbursement of expenses, costs or damages occasioned by undisclosed Hazardous Environmental Conditions.
5. **BURIED UTILITIES:** Client shall be responsible for designating the location of all utility lines and subterranean structures within the property lines of the Project. Client agrees to waive any claim against Missman and to defend, indemnify and hold Missman harmless for any claim or liability for injury or loss arising from Missman or other persons encountering utilities or other manmade objects that were not brought to Missman's attention or which were not properly located on the plans furnished to Missman. Client further agrees to compensate Missman for any and all time, costs and expenses incurred by Missman in defense of any such claim, in accordance with Missman's then effective standard hourly fee schedule and expense reimbursement policy.
6. **OPINIONS OF PROBABLE COST:** In providing opinions of probable cost, the Client understands that Missman has no control over contractor's costs or the price of contractor's labor, equipment or materials, or over the Contractor's method of pricing, all of which can be extremely volatile, and that the opinions of probable cost provided herein are to be made on the basis of Missman's qualifications and past experience. Missman makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.
7. **ACCEPTANCE PERIOD:** CADD files shall have an acceptance period of 90 days. During this time, the Client can examine the electronic files and verify their correctness. Missman will remedy any errors discovered in the files during this period. Once the acceptance period ends, the Client has accepted the files and takes responsibility for their ongoing maintenance.
8. **CONSTRUCTION SERVICES:** Should the Client provide construction observation or review with either the Client's representatives or a third party, Missman's services under this Agreement will be considered to be completed upon either (1) completion and submittal of the Final Design; or (2) the services outlined in the Scope of Work. It is understood and agreed that if Missman's services under this Agreement do not include project observation or review of the Contractor's performance or other construction services and that such services will be provided by the Client, then the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation or review. The Client specifically waives any and all claims of whatever kind or nature against Missman that may in any way be connected thereto.
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20. **INDEMNIFICATION:** The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Missman, its officers, directors, employees, agents and subconsultants from and against said damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with Missman's providing emergency services under this Agreement, excepting only those damages, liabilities or costs arising directly from the willful negligence or gross misconduct of Missman.
21. **TIME OF COMPLETION:** Missman will use its best efforts to complete the work by the date indicated in the schedule, but Missman shall incur no liability due to any delay for any reason and the Client's obligation to pay fees and expenses shall not be affected by any delay. In addition, if any delay increases the cost or time required by Missman to perform its services in an orderly, professional and efficient manner, Missman shall be entitled to a reasonable and equitable adjustment in schedule and/or compensation.
22. **COMPENSATION METHODS:** The "Lump Sum" method includes compensation for Missman's services and services of other's product and service provides outside Missman's employ, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead and profit and may or may not include Reimbursable Expenses. The "Standard Hourly Rate" method is an amount equal to the cumulative hours charged per each classification of employee, times a current Standard Hourly Rate, which shall be revised periodically, for each applicable billing classification for all services performed on a Specific Project, plus Reimbursable Expenses and outside Missman charges, if any. The "Payroll Cost Times Multiplier" method is an amount equal to the cumulative hours charged per each classification of employee, times a specified multiplier of the employee's payroll cost. The "Payroll Cost" is defined as the salary and wage of an employee, plus the cost of customary and statutory benefits including, but not necessarily limited to, social security contributions, unemployment, health, sick leave, vacation, workers' compensation, incentive and holiday pay applicable thereto. "Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work including, but not limited to, the following: transportation and subsistence, telephone and media expenses, reproduction or printing, computer time and services of others outside Missman's employ.
23. **TERMINATION:** This agreement may be terminated by either party on written notice to the other party. If terminated by either party, with or without cause, the Client agrees to pay for all services and reimburse all expenses performed or incurred due to the termination.



24. **PAYMENT:** Missman may bill for its services and expenses monthly, based on costs of services and expenses incurred or the proportion of the actual work completed at the time of billing. Payment of bills is due within fifteen (15) calendar days from the date billed. If not paid within 30 calendar days from the billing date, the Client agrees to additionally pay interest at the rate of one percent (1%) per month on the unpaid balance, or the maximum rate of interest permitted by law, whichever is less. Further, if not paid within 30 calendar days from the billing date, Missman reserves the right to suspend work on the project and bill for any cost of services and expenses incurred up to that date. The jurisdiction and venue for any and all claims for payment shall be the Circuit Court of Rock Island County, brought in Rock Island, Illinois.
25. **COLLECTION COSTS:** If the Client fails to make payments when due and Missman incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to Missman. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Missman staff costs at standard billing rates for Missman's collection costs shall survive the term of this Agreement or any earlier termination by either party.
26. **SET-OFFS, BACK-CHARGES, DISCOUNTS:** Payment of invoices shall not be subject to any discount or set-offs by the Client, unless agreed to in writing by Missman. As further noted in Paragraph 23, payment to Missman for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.
27. **DISPUTED INVOICE:** If the Client objects to any portion of an invoice, the Client shall so notify Missman writing within fifteen (15) calendar days of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute, and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due that cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) days in accordance with Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in favor of Missman and shall be calculated on the unpaid balance from the due date of the invoice.
28. **SUSPENSION AND/OR TERMINATION OF SERVICES:** If the Client fails to make payments when due, as further noted in Paragraph 24, or otherwise is in breach of this Agreement, Missman may suspend performance of services upon five (5) calendar day's written notice to the Client. Missman shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by a breach of the Agreement by the Client. Upon payment in full by the Client, Missman shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Missman to resume performance. If the Client fails to make payment to Missman in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by Missman.
29. **DISPUTE RESOLUTION:** Any claims or disputes made during design, construction or post-construction between the Client and Missman shall be submitted to non-binding mediation. The Client and Missman agree, to the best of their ability, to include a similar mediation agreement with all Contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.
30. **BINDING EFFECT:** This is the entire agreement. It may not be amended except in writing executed by both the Client and Missman. It shall be binding on both the Client and Missman and their legal representatives, executors, administrators, successors and assigns.
31. **BOUNDARY CONFLICT:** Boundary determinations occasionally disclose unseen or unknown conflicts between the record documents and the location of physical improvements. Upon discovery of any latent or patent ambiguity, uncertainty, or dispute disclosed by the records or by placement of the boundaries on the ground, work on the boundary survey will be suspended and you will be immediately notified. Missman will present alternatives for possible resolution and any additional work required to achieve resolution will be negotiated. If you should choose to forego resolution, all work completed to date will be invoiced for payment and the project file will be archived by Missman for future resolution. If you choose resolution, Missman will act as your mediator, consultant and expert until satisfactory resolution is achieved. Upon resolution, this initial agreement will be reinstated and completed in accordance with its initial terms subject to potential interim rate increases.



ATTACHMENT
EXHIBIT A – HOURLY RATES FOR ADDITIONAL SERVICES

ADDITIONAL SERVICES: Additional Services will be charged at the standard hourly rates shown below. Work on items considered Additional Services would not be undertaken until the Client provides written authorization.

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

January 1, 2013
Missman, Inc.

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



City of Moline

12th Avenue

IDOT Contract # 85588

60 working days

Task	Person	# Days	Hours/day	Rate/hour	Est Hours	Extension
Administration	Sr. Tech	3	8	\$ 90.00	24	\$ 2,160.00
Observation	Sr. Tech	68	10	\$ 90.00	680	\$ 61,200.00
ICOR's/Pay Estimates	Proj. Coord.	17	8	\$ 75.00	136	\$ 10,200.00
PCC testing/reporting	Sr. Tech	4	8	\$ 90.00	32	\$ 2,880.00
HMA testing/reporting	Sr. Tech	4	10	\$ 90.00	40	\$ 3,600.00

Labor Total

\$ 80,040.00

Reimbursable	#units	Cost/unit	Extension
Concrete Molds & Tests	150	\$ 15.00	\$ 2,250.00
Vehicle	68	\$ 45.00	\$ 3,060.00
			\$ -
			\$ -

Reimb Total

\$ 5,310.00

Total Estimate	\$ 85,350.00
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Expect Contractor to work 9-10 hour days and Saturdays due to penalty and time of year
 Tests are once a day and 6 cylinders per set. Giving them 7day, 14day and 2 early cylinders.
 Project Coordinator =8 hrs/ week for 12 weeks, 5 days for closeout.
 +/- 700 CY concrete
 (with length of project Missman assuming cores as acceptance).
 Missman will provide beams and breaker for high early patches.(Which are expected.)
 Cost includes nuke guage when required.

1011 27th Avenue, P.O. Box 6040 • Rock Island, Illinois 61204-6040

Phone: 309.788.7644 • Fax: 309.788.7691 • www.missman.com

ILLINOIS DEPARTMENT OF REVENUE
CONTRACTUAL AGREEMENT

City of Moline
619 16th Street
Moline, IL 61265

Federal Employers Identification No. 36-6005999, hereinafter referred to as Contractor or Vendor, and the State of Illinois, Department of Revenue, herein referred to as the Department, in consideration of the mutual covenant herein contained, agree as follows:

1. NATURE AND CONDITIONS OF ASSIGNMENT

The Contractor agrees to provide the following goods and/or services to the Department; which goods and/or services shall be expected to meet acceptable levels of performance:

In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

- The number of tobacco retailers affected by this Agreement is determined to be 53.
- A Contractor not participating in the FY 2013 Tobacco Enforcement Program (July 1, 2012 - June 30, 2013) is required to participate in an Annual Conference Call to review program assurances. Conference calls will be scheduled for the beginning of August 2013. A Contractor participating in the FY 2013 Tobacco Enforcement Program will be given the opportunity to participate if they desire.
- The Contractor is required to contact each tobacco retailer, informing them of their participation in the program and that minimum-age tobacco laws will be enforced. This contact may be in writing or in-person. A Contractor not participating in the FY 2013 Tobacco Enforcement Program is not allowed to initiate this contact until after their participation in the Annual Conference Call which will review the Tobacco Enforcement Program in detail.
- The Contractor is required to distribute the Commission's Tobacco Retailer Kit to each tobacco retailer. A Contractor not participating in the FY 2013 Tobacco Enforcement Program must wait until after their participation in the Annual Conference Call to distribute the kits. A contractor must distribute the kits prior to the first round of compliance checks, regardless if the kits were distributed the previous year(s).
- The Contractor will conduct three compliance checks on each tobacco retailer. The first round of compliance checks is due November 30, 2013; the second round of compliance checks is due February 28, 2014 and the third round of compliance checks is due May 31, 2014. Upon completion of each round of compliance checks, the Contractor will submit a *Tobacco Enforcement Program Summary Report*.
 - o As required by state law, after each round of compliance checks the Contractor is required to notify all tobacco retailers who were compliant (did not sell to the minor) within 30 days after the finding.

- o Contractors **not** participating in the program from the time period between July 1, 2012 and June 30, 2013 are required to issue written warnings for first round violations.
- o Contractors participating in the program from the time period between July 1, 2012 and June 30, 2013 may elect to issue warnings or citations for first round violations.
- o After the first round, all Contractors must assess monetary fines to all violators regardless if the tobacco retailer's first round compliance check resulted in a non-violation, warning or citation.
- o The Contractor will recruit youth workers that are 15, 16, or 17 years of age as the underage minor when conducting the required compliance checks.
- o Contractors receiving written permission from the Commission may elect to replace one round of retail compliance checks with one round of possession enforcement. Written permission from the Commission will include: the round of retail compliance checks which is to be replaced with possession enforcement; and the number of hours the Contractor will dedicate to possession enforcement. During possession enforcement, any minor found in possession will be given an "Illinois Tobacco Quitline" card to encourage access to cessation classes. The "Illinois Tobacco Quitline" cards will be provided to the Contractor by the Department.
- Mandatory attendance or documentation of prior attendance at an Illinois Law Enforcement Training and Standards Board (ILETSB) state certified class for conducting compliance checks is required by at least one individual supervising your compliance checks. The Contractor may elect to attend a Commission sponsored class which meets the Tobacco Enforcement Program requirements and timelines. For Commission sponsored classes, the Commission assumes responsibility for all registration fees, however Contractors are responsible for their travel related costs.
- As required by state law, Contractors must have written procedures for conducting compliance checks. Written procedures can be submitted after attending an ILETSB certified compliance check training class and are due no later than October 31, 2013.
- The Contractor is required to show proof of insurance meeting the requirements in section "12. **Liability and Insurance**" of this contract. If during the contract time period the proof of insurance document provided expires, the Contractor will provide updated proof of insurance.
- Request for Grant Payment will be made by the Commission immediately after the Contractor's scheduled time for the Annual Conference Call provided the Contractor is compliant with grant requirements.
 - o Permissible expenditures of the grant payment include but are not limited to: payroll and payroll related expenses incurred individuals conducting work related to the grant requirements with the individuals including Administrative staff, enforcement officers and minors; travel related expenses including vehicle costs/maintenance; training cost for officers and/or minors; purchase of tobacco products and meal allowances; software and/or equipment purchase for training; equipment purchases for inspections; and educational and/or training materials to supplement the Tobacco Retailer Kit or other youth access prevention materials. Questions regarding acceptable expenditures should be directed to Jeff Barr of the Commission.

- o Contractors receiving grants in excess of \$25,000 must submit quarterly reports describing the progress of the program and the expenditure of grant funds.
- o Grant funds must be expended by June 30, 2014.
- o Any funds not expended by June 30, 2014 must be returned to the Commission within 45 days.

2. PAYMENT FOR SERVICES

The amount payable for the services rendered shall be \$5830.00. No other charge by the Contractor may be paid for services rendered under this agreement without the written approval of the Department.

3. REIMBURSEMENT FOR EXPENSES

The Contractor will not be eligible for reimbursement by the Department of any expenses that the Contractor accrues in performance of this Agreement.

4. GEOGRAPHIC AREA SERVED

The Contractor shall accept assignments within the following geographic area: State of Illinois.

5. DURATION OF AGREEMENT

This agreement shall begin on August 1, 2013, and remain in effect until June 30, 2014. No payment shall be made for services rendered prior to the effective date of this agreement.

6. TERMINATION

Each party reserves the right to terminate this contract at any time on 30 days written notice to the other party. In the event of default or non-compliance with the terms of this contract, it may be terminated immediately. In the event of termination, the Department shall not be liable for amounts other than payments for services hereunder which have accrued up to the date of termination.

7. TAX LAW COMPLIANCE

This contract is expressly conditioned upon the Contractor being and at all time remaining in compliance with all Illinois tax laws. The Department reserves the right to conduct tax law compliance checks to determine that the Contractor is in compliance with all Illinois tax laws. In the event the Department determines that the Contractor is not in compliance with all Illinois tax laws, this contract may be terminated immediately at the Department's option.

8. VOUCHERS

The Department shall submit, on behalf of the Contractor, vouchers for payments under this agreement monthly, semi-annually, or annually; the Contractor shall account for the completion of work on such forms and under such procedures as are required by the Department. Vouchers submitted more than thirty (30) days

following termination of this agreement or later than thirty (30) days following the end of the fiscal year (June 30, 2013), will not be honored by the Department.

9. EMPLOYMENT STATUS

Contractor acknowledges that for purposes of the Illinois Pension Code, the State Employees' Group Insurance Program and other benefits provided to persons who are on the regular payroll of the State, the services rendered pursuant to this agreement are not rendered as an employee of the State and amounts paid pursuant to this agreement do not constitute compensation paid to an employee for such purposes.

10. LAWS OF ILLINOIS

This contract shall be governed by Illinois law and administrative rule including the Standard Procurement Rules. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims, or if jurisdiction is not accepted, then with the appropriate state or federal court located in Sangamon County, Illinois (705 ILCS 505/1).

11. CONFIDENTIALITY

1. CONFIDENTIALITY OF TAX RETURN INFORMATION. Services provided to the Department by Vendor may require Vendor to have access to and use of documents and data which may contain tax return information. Tax returns and tax return information are confidential and may not be disclosed under Illinois or federal law, including, but not limited to, 35 ILCS 5/917, 35 ILCS 120/11, 26 U.S.C. 7213, and 26 U.S.C. 7431. These statutes provide for the imposition of criminal penalties for improper disclosure of confidential tax return information. Vendor agrees that it shall keep confidential all tax returns and tax return information that it accesses and uses in performance of its services to the Department and will not provide it to any third party unless approved in writing by the Department. Vendor agrees to protect such information from unauthorized disclosure by it and its employees and by its corporate affiliates and their employees and to strictly limit access to such information to its personnel who require said information to perform their duties. Vendor further agrees to inform its personnel having access to such information of the confidential and statutorily protected nature of tax information and of the penalties associated with improper use or disclosure of such information.

2. CONFIDENTIALITY OF PROCESSES AND PROCEDURES. Services provided to the Department by Vendor may require Vendor to have access to and use of processes and procedures employed by the Department in its administration of the Illinois tax acts. These processes and procedures are the property of the Department and are highly confidential. Vendor agrees that it shall keep confidential any and all information concerning such systems, processes, and procedures and will not provide it to any third party. Vendor further agrees to protect such information from unauthorized disclosure by Vendor and its employees and by Vendor's corporate affiliates and their employees and to strictly limit access to such information to its personnel who require said information to perform their duties.

12. LIABILITY AND INSURANCE

The State does not assume any liability for acts or omissions of Contractor and such liability rests solely with Contractor. The State is unable to indemnify or hold harmless any contractor for claims based on the State's use of the contractor provided goods and services including software. Any liability for damages that the State might have is expressly limited by and subject to the provisions of the Illinois Court of Claims Act and to the availability of suitable appropriations. Contractor shall carry public liability, casualty and auto insurance in sufficient amount to protect the State from liability for acts of Contractor. Minimum acceptable coverage for bodily injury shall be \$250,000 per person and \$500,000 per occurrence and for property damage, \$100,000 per occurrence. Contractor shall carry Worker's Compensation Insurance in amount required by law.

If risk of loss transfers before delivery and installation at State's site, Contractor shall procure insurance chargeable to the State to cover all reasonable risks.

The State may self-insure against any and all risks.

13. APPLICABLE LAW

This agreement and contractor's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and state laws. This agreement shall be construed in accordance with the laws of the State of Illinois.

14. LEGAL ABILITY TO CONTRACT: Vendor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

- a. Vendor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Contract.
- b. Vendor is not in default on an educational loan (5 ILCS 385/3).
- c. Vendor (if an individual, sole proprietor, or partner) has informed the director of the Agency in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Vendor has not received an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items (30 ILCS 105/15a).
- d. Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid

or offer, and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80).

- e. Vendor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).
- f. If Vendor has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).
- g. If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the Contract void if this certification is false (30 ILCS 500/50-10.5).
- h. Vendor and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the Contract void if this certification is false (30 ILCS 500/50-11) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).
- i. Vendor and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the Contract being declared void.
- j. Vendor certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was falsely made by the Vendor, the Vendor acknowledges that the State may declare the Contract void (30 ILCS 500/50-14).
- k. Vendor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).
- l. Vendor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
- m. Vendor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).

- n. In accordance with the Steel Products Procurement Act, steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).
- o. Vendor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace and Vendor and its employees shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the Contract. This certification applies to contracts of \$5000 or more with individuals; and to entities with 25 or more employees (30 ILCS 580).
- p. Neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 (30 ILCS 582).
- q. Vendor has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).
- r. Vendor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
- s. Vendor does not pay dues to, or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).
- t. Vendor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
- u. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).
- v. Vendor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State until the violation is mitigated".
- w. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at

any time during the one-year period preceding the procurement lobbying activity.

- x. In accordance with Public Act 095-0307, all information technology, including electronic information, software, systems and equipment, developed or provided under this contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/iitaa.
- y. Vendor has disclosed if required, on forms provided by the State, and agrees it is under a continuing obligation to disclose to the State, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Vendor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the Vendor's obligation under this Contract. Vendor shall not employ any person with a conflict to perform under this Contract. If any elected or appointed State officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Vendor or the Contract, Vendor certifies it has disclosed that information to the State if required, on forms provided by the State, and any waiver of the conflict has been issued in accordance with applicable law and rule. A waiver is required if:
 - a) the person intending to contract with the State, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently \$106,447.20). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);
 - b) the contract is with a firm, partnership, association or corporation in which a person referenced in a) above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently \$177,412.00).
 - c) the contract is with a firm, partnership, association or corporation in which a person referenced in b) above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently \$354,824.00) from the firm, partnership, association or corporation.
- z. Vendor, as defined in Public Act 95-971, certifies that it has read, understands, and is in compliance with the Act and will not make a contribution that will violate the Act. In general, Public Act 95-0971 contains new registration and reporting requirements for certain Vendors, as well as limitations on political contributions by certain Vendors and their affiliates. These requirements shall be effective for the duration

of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer.

Vendor certifies, in accordance with Public Act 95-971, as applicable:

Vendor is not required to register as a business entity with the State Board of Elections.

or

Vendor has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration as required by the Act. A copy of the certificate of registration is attached.

Vendor acknowledges that the State may declare this Contract void without any additional compensation due to the Vendor if this foregoing certification is false or if the Vendor (or any of its Affiliated Persons or Entities) engages in conduct that violates Public Act 95-0971.

15. BACKGROUND CHECK

The State may conduct criminal and driver history background checks of VENDOR'S officers, employees or agents who would directly supervise or physically perform the CONTRACT requirements at State facilities. Any such officer, employee or agent deemed unsuitable by the State must be replaced immediately.

16. AVAILABILITY OF APPROPRIATIONS (30 ILCS 500/20-60)

AGENCY shall use its best efforts to secure sufficient appropriations to fund this CONTRACT. However, the AGENCY'S obligations hereunder shall cease immediately, without penalty or further payment being required, if the Illinois General Assembly or federal funding source fails to make an appropriation sufficient to pay such obligation. The AGENCY shall determine whether amounts appropriated are sufficient. AGENCY shall give VENDOR notice of insufficient funding as soon as practicable. VENDOR'S obligation to perform shall cease upon receipt of the notice.

17. SOLICITATION AND EMPLOYMENT

VENDOR shall not employ any person employed by the AGENCY at any time during the term of this CONTRACT to perform any work required by the terms of this CONTRACT. As a condition of this CONTRACT, the VENDOR shall give notice immediately to the AGENCY'S director if VENDOR solicits or intends to solicit for employment any of the AGENCY'S employees during the term of this CONTRACT. AGENCY has no authority to contractually refuse to hire VENDOR'S employees who apply to the State for employment.

18. FISCAL FUNDING

Obligations of the State will cease immediately without penalty of further payment being required if in any fiscal year the Illinois General Assembly funding source fails to appropriate or otherwise make available sufficient funds for this agreement.

19. SUBCONTRACTING AND ASSIGNMENTS

Subcontracting, assignment or transfer of all or part of the interests of contractor in the work covered by this agreement shall be prohibited without prior written consent of the department. In the event the department gives such consent, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as contractor is hereby bound and obligated. Any contract with a subcontractor shall provide that the subcontractor shall maintain, for a minimum of five (5) years after the completion of the subcontract, adequate books, records and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract and that the Department of Revenue and Auditor General shall have the right to audit the books, records and supporting documents of any subcontractor within said five (5) year period. The contract shall also provide, that the subcontractor will fully cooperate with the department or Auditor General during the course of any audit.

20. BREACH

Failure of Contractor to perform as specified is cause for immediate termination of the contract at the option of the department, without limitation upon any other relief available to the department.

21. RIGHT TO AUDIT

The Vendor is required to permit the grantor agency, the Auditor General, or the Attorney General to inspect and audit any books, records, or papers related to the program, project, or use of which grant funds were provided.

AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65): Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State under the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records.

"The Vendor certifies under oath that all information I the grant agreement is true and correct to the best of the vendor's knowledge, information, and belief; that the funds shall be used only for the purposes described in the

grant agreement; and that the award of the grant funds is conditioned upon such certification."

Executed this _____ day of _____, 20_____.

Contractor

Manager, Department of Revenue

Contractor, (printed name)

Jeff Barr
Manager, Department of Revenue
(printed name)

Title

Date

Date

Director, Department of Revenue

Printed Name

Date

TAXPAYER IDENTIFICATION NUMBER

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).
 - If you are an individual, enter your name and SSN as it appears on your Social Security Card.
 - If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
 - If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.
 - If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
 - For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: City of Moline

Business Name: City of Moline

Taxpayer Identification Number:

Social Security Number

or

Employer Identification Number: 36-6005999

Legal Status (check one):

Individual

Governmental

Sole Proprietor

Nonresident alien

Partnership

Estate or trust

Legal Services Corporation

Pharmacy (Non-Corp.)

Tax-exempt

Pharmacy/Funeral Home/Cemetery (Corp.)

Corporation providing or billing
medical and/or health care services

Limited Liability Company (select applicable tax classification)

D = disregarded entity

C = corporation

P = partnership

Corporation NOT providing or billing
medical and/or health care services

Signature: _____

Date: _____

PREPARED BY AND AFTER
RECORDING RETURN TO:
Joseph C. Judge
LANE & WATERMAN LLP
220 North Main Street, Suite 600
Davenport, Iowa 52801-1987
Tel: (563) 324-3246

**SUBORDINATION AND NON-DISTURBANCE AGREEMENT
(Ground Lease)**

This Subordination and Non-Disturbance Agreement (this "Agreement") is made and entered into as of _____, 2013, by and between **QUAD CITIES CHAMBER OF COMMERCE, INC.**, a Delaware non-profit corporation ("**Tenant**"), whose mailing address is 130 West 2nd Street, Davenport, Iowa 52801, **CITY OF MOLINE** ("**Ground Lessor**"), whose mailing address is 619 16th Street, Moline, Illinois 61265, and **KAIZEN COMPANY OF AMERICA, L.C.**, an Iowa limited liability company ("**Landlord**"), whose mailing address is 5111 Utica Ridge Road, Davenport, Iowa 52807.

RECITALS

WHEREAS, Landlord and Tenant executed a Lease dated February 25, 2013 (the "**Lease**"), concerning certain "Premises" therein described located on a parcel of real estate, a legal description of which is attached hereto and incorporated herein by this reference as Exhibit A attached hereto (said parcel of real estate and the Premises being sometimes collectively referred to herein as the "**Property**");

WHEREAS, Landlord and Ground Lessor are parties to that certain Ground Lease dated May 20, 2003 and recorded on April 15, 2004 in the office of the Recorder for Rock Island County, Illinois as Document No. 2004-10658 (the "**Ground Lease**"), whereby Landlord leases the ground underlying the Property from Ground Lessor;

WHEREAS, the parties hereto desire to assure Tenant's possession and control of the Property under the Lease upon the terms and conditions therein contained.

NOW THEREFORE, for and in consideration of the mutual covenants and premises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed by the parties hereto, the parties hereto do hereby agree as follows:

AGREEMENT

1. The Lease is and shall be subject and subordinate to the Ground Lease, and to all renewals, modifications, consolidations, replacements and extensions thereof.
2. Should the Landlord default under the Ground Lease or should the Ground Lease be terminated, not renewed or otherwise cease to continue for any reason whatsoever, the Lease shall continue in full force and effect as a direct lease between the Ground Lessor, or its successor and assigns,

and the Tenant or its successor and assigns, subject to all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining, including any extensions or renewals therein provided. Tenant does hereby agree to attorn to Ground Lessor or to any such owner as its landlord, and Ground Lessor hereby agrees that it will accept such attornment.

3. All notices which may or are required to be sent under this Agreement shall be in writing and shall be sent by first-class certified U.S. mail, postage prepaid, return receipt requested, or by recognized overnight mail delivery, and sent to the party at the address appearing below or such other address as any party shall hereafter inform the other party by written notice:

Tenant: Quad City Chamber of Commerce, Inc.
130 W. 2nd Street
Davenport, Iowa 52801
Attn: Tara Barney

with a copy to:

Lane & Waterman LLP
220 N. Main Street, Suite 600
Davenport, Iowa 52801
Attn: Peter J. Benson

Landlord: Kaizen Company of America, L.C.
5111 Utica Ridge Road
Davenport, Iowa 52807
Attn: Charles A. Ruhl, Jr.

Ground Lessor: City of Moline
619 16th Street
Moline, Illinois 61265
Attn: City Attorney

All notices delivered as set forth above shall be deemed effective three (3) days from the date deposited in the U.S. mail, or one (1) day in the case of overnight mail.

4. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors in interest, heirs and assigns and any subsequent owner of the Property secured by the Mortgage.

5. Should any action or proceeding be commenced to enforce any of the provisions of this Agreement or in connection with its meaning, the prevailing party in such action shall be awarded, in addition to any other relief it may obtain, its reasonable costs and expenses, not limited to taxable costs, and reasonable attorneys' fees.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

LANDLORD:

KAIZEN COMPANY OF AMERICA, L.C.

By: _____
Kent M. Pilcher, Manager

By: _____
Charles A. Ruhl Management, Inc., Manager,
by Charles A. Ruhl, Jr., President

STATE OF IOWA, COUNTY OF SCOTT

On this ____ day of _____, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Kent M. Pilcher, to me personally known, who, being by me duly sworn, did say that he is a Manager of Kaizen Company of America, L.C., an Iowa limited liability company; that said instrument was signed on behalf of said limited liability company by authority of its managers; and that the said Kent M. Pilcher acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him voluntarily executed.

Notary Public

STATE OF IOWA, COUNTY OF SCOTT

On this ____ day of _____, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Charles A. Ruhl, Jr., to me personally known, who, being by me duly sworn, did say that he is the President of Charles A. Ruhl Management, Inc., a Manager of Kaizen Company of America, L.C., an Iowa limited liability company; that said instrument was signed on behalf of said limited liability company by authority of its managers; and that the said Charles A. Ruhl, Jr. acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him voluntarily executed.

Notary Public

GROUND LESSOR:

CITY OF MOLINE

By: _____
Scott Raes, Mayor

By: _____
Tracy A. Koranda, City Clerk

STATE OF ILLINOIS, COUNTY OF ROCK ISLAND

On this ____ day of _____, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Scott Raes and Tracy A. Koranda, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Moline; that said instrument was signed on behalf of said City of Moline by authority of its City Council; and that the said Mayor Scott Raes and City Clerk Koranda acknowledged the execution of said instrument to be the voluntary act and deed of said City of Moline, by it and by them voluntarily executed.

Notary Public

Approved as to form:

By: _____
Maureen E. Riggs, City Attorney

Exhibit A

Part of Lots 1, 2, 3, & 4 in Block 9 of "Old Town" an Addition to the City of Moline, County of Rock Island, State of Illinois, more particularly described as follows:

Beginning at the Northeasterly Corner of said Block 9;

Thence South 27 degrees 00 minute 56 seconds East along the Northeasterly Line of said Block 9, a distance of 103.98 feet;

Thence South 63 degrees 22 minutes 06 seconds West, a distance of 35.42 feet;

Thence South 27 degrees 00 minute 56 seconds East, a distance of 46.48 feet to the Southeasterly Line of said Block 9;

Thence South 63 degrees 22 minutes 06 seconds West along said Southeasterly Line of 184.58 feet;

Thence North 27 degrees 00 minutes 56 seconds West, a distance of 27.77 feet;

Thence South 63 degrees 22 minutes 06 seconds West, a distance of 8.28 feet;

Thence North 45 degrees 12 minutes 50 seconds West, a distance of 129.55 feet to the Northwesterly Line of said Block 9;

Thence North 63 degrees 23 minutes 36 seconds East along said Northwesterly Line a distance of 268.74 feet to the Point of Beginning;

The above described real estate contains 34,964 square feet, more or less, as shown by the attached Plat of Survey.

For the purposes of this description the Northeasterly Line of said Block 9 has an assigned bearing of South 27 degrees 00 minute 56 seconds East.

PREPARED BY AND AFTER
RECORDING RETURN TO:
Joseph C. Judge
LANE & WATERMAN LLP
220 North Main Street, Suite 600
Davenport, Iowa 52801-1987
Tel: (563) 324-3246

**SUBORDINATION AND NON-DISTURBANCE AGREEMENT
(Ground Lease)**

This Subordination and Non-Disturbance Agreement (this "Agreement") is made and entered into as of _____, 2013, by and between **GOEBEL FAMILY DENTISTRY LLC**, an Illinois limited liability company ("**Tenant**"), whose mailing address is 1601 River Drive, Suite 330, Moline, Illinois 61265, **CITY OF MOLINE ("Ground Lessor")**, whose mailing address is 619 16th Street, Moline, Illinois 61265, and **KAIZEN COMPANY OF AMERICA, L.C.**, an Iowa limited liability company ("**Landlord**"), whose mailing address is 5111 Utica Ridge Road, Davenport, Iowa 52807.

RECITALS

WHEREAS, Landlord and Tenant executed a Lease dated December 20, 2012 (the "**Lease**"), concerning certain "Premises" therein described located on a parcel of real estate, a legal description of which is attached hereto and incorporated herein by this reference as Exhibit A attached hereto (said parcel of real estate and the Premises being sometimes collectively referred to herein as the "**Property**");

WHEREAS, Landlord and Ground Lessor are parties to that certain Ground Lease dated May 20, 2003 and recorded on April 15, 2004 in the office of the Recorder for Rock Island County, Illinois as Document No. 2004-10658 (the "**Ground Lease**"), whereby Landlord leases the ground underlying the Property from Ground Lessor;

WHEREAS, the parties hereto desire to assure Tenant's possession and control of the Property under the Lease upon the terms and conditions therein contained.

NOW THEREFORE, for and in consideration of the mutual covenants and premises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed by the parties hereto, the parties hereto do hereby agree as follows:

AGREEMENT

1. The Lease is and shall be subject and subordinate to the Ground Lease, and to all renewals, modifications, consolidations, replacements and extensions thereof.
2. Should the Landlord default under the Ground Lease or should the Ground Lease be terminated, not renewed or otherwise cease to continue for any reason whatsoever, the Lease shall continue in full force and effect as a direct lease between the Ground Lessor, or its successor and assigns,

and the Tenant or its successor and assigns, subject to all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining, including any extensions or renewals therein provided. Tenant does hereby agree to attorn to Ground Lessor or to any such owner as its landlord, and Ground Lessor hereby agrees that it will accept such attornment.

3. All notices which may or are required to be sent under this Agreement shall be in writing and shall be sent by first-class certified U.S. mail, postage prepaid, return receipt requested, or by recognized overnight mail delivery, and sent to the party at the address appearing below or such other address as any party shall hereafter inform the other party by written notice:

Tenant: Goebel Family Dentistry LLC
1601 River Drive, Suite 330
Moline, Illinois 61265
Attn: Gary Goebel, DDS

with a copy to:

Lane & Waterman LLP
220 N. Main Street, Suite 600
Davenport, Iowa 52801
Attn: Peter J. Benson

Landlord: Kaizen Company of America, L.C.
5111 Utica Ridge Road
Davenport, Iowa 52807
Attn: Charles A. Ruhl, Jr.

Ground Lessor: City of Moline
619 16th Street
Moline, Illinois 61265
Attn: City Attorney

All notices delivered as set forth above shall be deemed effective three (3) days from the date deposited in the U.S. mail, or one (1) day in the case of overnight mail.

4. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors in interest, heirs and assigns and any subsequent owner of the Property secured by the Mortgage.

5. Should any action or proceeding be commenced to enforce any of the provisions of this Agreement or in connection with its meaning, the prevailing party in such action shall be awarded, in addition to any other relief it may obtain, its reasonable costs and expenses, not limited to taxable costs, and reasonable attorneys' fees.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

LANDLORD:

KAIZEN COMPANY OF AMERICA, L.C.

By: _____
Kent M. Pilcher, Manager

By: _____
Charles A. Ruhl Management, Inc., Manager,
by Charles A. Ruhl, Jr., President

STATE OF IOWA, COUNTY OF SCOTT

On this ____ day of _____, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Kent M. Pilcher, to me personally known, who, being by me duly sworn, did say that he is a Manager of Kaizen Company of America, L.C., an Iowa limited liability company; that said instrument was signed on behalf of said limited liability company by authority of its managers; and that the said Kent M. Pilcher acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him voluntarily executed.

Notary Public

STATE OF IOWA, COUNTY OF SCOTT

On this ____ day of _____, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Charles A. Ruhl, Jr., to me personally known, who, being by me duly sworn, did say that he is the President of Charles A. Ruhl Management, Inc., a Manager of Kaizen Company of America, L.C., an Iowa limited liability company; that said instrument was signed on behalf of said limited liability company by authority of its managers; and that the said Charles A. Ruhl, Jr. acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him voluntarily executed.

Notary Public

GROUND LESSOR:

CITY OF MOLINE

By: _____
Scott Raes, Mayor

By: _____
Tracy A. Koranda, City Clerk

STATE OF ILLINOIS, COUNTY OF ROCK ISLAND

On this ____ day of _____, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Scott Raes and Tracy A. Koranda, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Moline; that said instrument was signed on behalf of said City of Moline by authority of its City Council; and that the said Mayor Scott Raes and City Clerk Koranda acknowledged the execution of said instrument to be the voluntary act and deed of said City of Moline, by it and by them voluntarily executed.

Notary Public

Approved as to form:

By: _____
Maureen E. Riggs, City Attorney

TENANT:

GOEBEL FAMILY DENTISTRY LLC

By: _____

Name: _____

Title: _____

STATE OF IOWA, COUNTY OF SCOTT

On this ____ day of _____, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is _____ of Goebel Family Dentistry LLC, an Illinois limited liability company; that said instrument was signed on behalf of said limited liability company by authority of its _____; and that the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him voluntarily executed.

Notary Public

Exhibit A

Part of Lots 1, 2, 3, & 4 in Block 9 of "Old Town" an Addition to the City of Moline, County of Rock Island, State of Illinois, more particularly described as follows:

Beginning at the Northeasterly Corner of said Block 9;

Thence South 27 degrees 00 minute 56 seconds East along the Northeasterly Line of said Block 9, a distance of 103.98 feet;

Thence South 63 degrees 22 minutes 06 seconds West, a distance of 35.42 feet;

Thence South 27 degrees 00 minute 56 seconds East, a distance of 46.48 feet to the Southeasterly Line of said Block 9;

Thence South 63 degrees 22 minutes 06 seconds West along said Southeasterly Line of 184.58 feet;

Thence North 27 degrees 00 minutes 56 seconds West, a distance of 27.77 feet;

Thence South 63 degrees 22 minutes 06 seconds West, a distance of 8.28 feet;

Thence North 45 degrees 12 minutes 50 seconds West, a distance of 129.55 feet to the Northwesterly Line of said Block 9;

Thence North 63 degrees 23 minutes 36 seconds East along said Northwesterly Line a distance of 268.74 feet to the Point of Beginning;

The above described real estate contains 34,964 square feet, more or less, as shown by the attached Plat of Survey.

For the purposes of this description the Northeasterly Line of said Block 9 has an assigned bearing of South 27 degrees 00 minute 56 seconds East.