

Committee-of-the-Whole Agenda

6:30 p.m.

Tuesday, February 18, 2014

Questions on the Agenda

Agenda Items

- 1. Lease Agreement with McCarthy Improvement Company to store construction materials.** (Chris Mathias, Property Management Coordinator)
- 2. Approval of a Licensing Agreement with Mark Roemer.** (Chris Mathias, Property Management Coordinator)
- 3. Law Enforcement Services Agreement – SouthPark Mall Assignments.** (Kim Hankins, Public Safety Director)
- 4. Approval of Change Order #1 with Miller Trucking and Excavating.** (Scott Hinton, City Engineer)
- 5. Approval of Change Order #1 with Valley Construction Company.** (Scott Hinton, City Engineer)
- 6. Approval of a Contract with Walter D Laud, Inc..** (Scott Hinton, City Engineer)
- 7. Approval of a Contract with Denler, Inc.** (Scott Hinton, City Engineer)
- 8. Approval of Authorizations #1 – 3 for MFT Avenue of the Cities Resurfacing.** (Scott Hinton, City Engineer)
- 9. Other**

Explanation

- 1. Lease Agreement with McCarthy Improvement Company to store construction materials on a portion of 3620 38th Avenue (former CCI property) from March 4, 2014 through December 31, 2015.** (Chris Mathias, Property Management Coordinator)

Explanation: McCarthy Improvement Company (MCI) will be constructing the overpass at John Deere Road and 38th Street starting this spring. MCI would like to enter into a Lease Agreement for the purpose of storing fill materials and construction equipment on City-owned property at 3620 38th Avenue, Moline. This is the former CCI building. MCI has agreed to pay \$1000/month to the City during the term of the lease. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: City will receive \$1,000/month during the lease.
Public Notice/Recording: N/A
Goal Impacted: Improved City Infrastructure & Facilities

- 2. Approval of a Licensing Agreement with Mark Roemer to allow awnings and a sign to overhang the public sidewalk at 425 15th Street.** (Chris Mathias, Property Management Coordinator)

Explanation: There is a new tenant (Brix) going into the former Wide Open location at 425 15th Street, Moline. This property is located at the northwest corner of 15th Street and 5th Avenue. The applicant would like to install awnings and a sign that overhang the 5th Avenue public sidewalk. The awnings would be installed on both the 15th Street and 5th Avenue facades. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: N/A
Goals Impacted: Strong Local Economy; A Great Place to Live

- 3. Law Enforcement Services Agreement – SouthPark Mall Assignments.** (Kim Hankins, Public Safety Director)

Explanation: Annual agreement for the assignment of uniformed police officers to the SouthPark Mall police substation. In part, the proposed agreement provides a schedule of specific hours each day that a police officer will be present in the Mall, and provides for AlliedBarton Security Services to reimburse the City of Moline the sum of \$127,000. Staffing of the schedule will be accomplished by allocating hours and days off among the three officers assigned to the program. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: Reimbursement to City of \$127,000.
Public Notice/Recording: N/A
Goal Impacted: N/A

- 4. Approval of Change Order #1 with Miller Trucking and Excavating for Project #1160, 2013 Sanitary Sewer Replacement Project.** (Scott Hinton, City Engineer)

Explanation: Project #1160 included the replacement of sanitary sewer, water main, storm sewer, and concrete pavement on 24th Avenue, 27th – 30th Streets and 25th Avenue A, 29th – 30th Streets. In order to make final payment to the contractor and close out the contract, a reconciliation change order is needed in the amount of \$5,457.10. The change order reflects the difference between the estimated bid quantities and final quantities actual constructed. The change order increases the original contract value of \$1,047,155.30 by 0.5% to \$1,052,612.40. Additional documentation attached.

Staff Recommendation: Approval

Fiscal Impact: Funds are budgeted and available as detailed below.

ACCOUNT	BUDGETED	ORIGINAL CONTRACT	ADDITIONAL WORK	TOTAL
Utility Tax	565,000.00	414,130.25	7,024.77	421,155.02
Water	270,000.00	259,429.80	(12,568.86)	246,860.94
WPC	355,000.00	324,583.75	3,099.66	327,683.41
Storm	52,000.00	49,011.50	7,901.53	56,913.03
	1,242,000.00	1,047,155.30	5,457.10	1,052,612.40

Public Notice/Recording: N/A

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

5. Approval of Change Order #1 with Valley Construction Company for Project #1174 2013 Residential Resurfacing Project. (Scott Hinton, City Engineer)

Explanation: Project #1174 included pavement sanitary sewer work, storm sewer work, pavement patching and resurfacing of 5th Street from 23rd – 24th Avenues, 24th Avenue from 31st – 34th Streets, 32nd Avenue from 35th – 41st Street, and 34th Street from 12th – 23rd Avenue. In order to make final payment to the contractor and close out the contract, a reconciliation change order is needed in the amount of \$120,834.28. The majority of this change order reflects additional pavement patching and storm sewer replacement that was unknown at bid time and for work related to complying with new ADA standards for sidewalks and ramps that were implemented after bids were received. The change order increases the original contract value of \$942,364.20 by 12.8% to \$1,063,198.48. Additional documentation attached.

Staff Recommendation: Approval

Fiscal Impact: Funds are budgeted and available as detailed below.

ACCOUNT	BUDGETED	ORIGINAL CONTRACT	ADDITIONAL WORK	TOTAL
Utility Tax	635,000.00	685,584.60	97,155.46	782,740.06
Water	96,000.00	78,627.60	(15.08)	78,612.52
WPC	96,000.00	135,337.00	(3,399.04)	131,937.96
Storm	26,000.00	42,815.00	27,092.94	69,907.94
	853,000.00	942,364.20	120,834.28	1,063,198.48

Public Notice/Recording: N/A

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

6. Approval of a Contract with Walter D Laud, Inc. for Project #1204 2014 Inlet / Catch Basin Replacement Program. (Scott Hinton, City Engineer)

Explanation: Bids were opened and publicly read on February 11, 2014 for Project #1205 with the following results and additional documentation attached.

\$103,390.30	Walter D Laud
\$104,365.30	Centennial Contractors
\$109,825.30	Langman Construction
\$109,967.00	Valley Construction

Staff Recommendation: Approval

Fiscal Impact: Funds are budgeted and available as follows:

ACCOUNT	BUDGETED	AS-BID
Storm	100,000.00	103,390.30
	\$100,000.00	\$103,390.30

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

7. Approval of a Contract with Denler, Inc. for Project #1205 2014 Joint & Crack Sealing Program (Scott Hinton, City Engineer)

Explanation: Bids were opened and publicly read on February 11, 2014 for Project #1205 with the following results and additional documentation attached.:

\$56,970.00	Denler
\$58,780.00	NuCoat Sealing
\$63,700.00	Walter D Laud

Staff Recommendation: Approval

Fiscal Impact: Funds are budgeted and available as follows:

ACCOUNT	BUDGETED	AS-BID	
CIP	\$100,000.00	\$56,970.00	510-9957-438.04-25

Public Notice/Recording: N/A

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

8. Approval of Authorizations #1 – 3 for MFT Section 12-00253-00-RS, Avenue of the Cities Resurfacing, 41st – 43rd Streets. (Scott Hinton, City Engineer)

Explanation: The Illinois Department of Transportation (IDOT) solicited bids and contracted for the work in MFT Section 253 since Federal transportation funds were used as partial funding for the project. In order to make final payment to the contractor and close out the contract, IDOT requests the City of Moline’s concurrence with Authorizations #1, #2, and #3 in the amount of \$55,436.47. The majority of the extra work included in these Authorizations is for additional pavement patching and curb and gutter replacement that was unknown at bid time and for work related to complying with new ADA standards for sidewalks and ramps that were implemented after bids were received. The change order increases the original contract value of \$714,943.65 by 7.8% to \$770,380.12. Additional documentation attached.

Staff Recommendation: Approval

Fiscal Impact: Funds are budgeted and available as detailed below.

Account	Budgeted	Original Contract	Authorizations	Total
MFT	140,000.00	154,943.65	55,436.47	210,380.12
Federal	560,000.00	560,000.00		560,000.00
	700,000.00	714,943.65	55,436.47	770,380.12

Public Notice/Recording: N/A

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

EXHIBIT "A"

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this ____ day of _____, 2014, by and between the City of Moline, Illinois, a municipal corporation (hereinafter "Owner"), and McCarthy Improvement Company, (hereinafter "Lessee") (hereinafter collectively "Parties") to lease portions of the City-owned property located at 3620 38th Avenue, Moline, IL (hereinafter "Property").

WHEREAS, Owner recognizes that the Illinois Department of Transportation (IDOT) has planned construct an overpass near 38th Street and John Deere Road as part of the John Deere Road improvement project; and

WHEREAS, IDOT has awarded the overpass construction project to Lessee; and

WHEREAS, Owner has determined that the project can be more easily and efficiently completed by leasing the Property to Lessee; and

WHEREAS, Owner wishes to contract with Lessee to allow the storage of construction materials and fill materials from the overpass construction project on a portion of the Property subject to the terms, conditions, restrictions, limitations and reservations stated herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. DEFINITIONS
 - a) Premises: Portions of the Property being more particularly described in **Exhibits "1,"** and **"1-A"** attached hereto and incorporated herein.
 - b) Service(s)/Operation(s): The storage of Owner approved construction materials and fill by Lessee.
 - c) Lessee Property: All property provided by Lessee for the Operation including but not limited to the construction materials, fill, and vehicles.
2. USE
 - a) Owner shall lease the Premises to Lessee solely for the storage of construction materials or fill related to the overpass construction project. Under no circumstances shall the Premises be used for any other use. Storage or sale of items not required for completion of the overpass construction project shall not be allowed.
 - b) Lessee shall be allowed to store approved materials on the Premises 24 hours a day, 7 days a week, during the term of the lease.
3. LESSEE'S RESPONSIBILITIES.

EXHIBIT "A"

- a) The Parties agree that Lessee is an independent contractor. Lessee shall have the exclusive responsibility for the Operation without undue influence by Owner except in cases specifically referred to in this Agreement; however, at times mutually agreeable, Lessee and Owner or Owner's designee(s) shall discuss and consider the matters which may be of mutual interest in maintaining an efficient and safe operation.
- b) Lessee shall at all times devote reasonable time, attention and energies to the management of the storage operation. Lessee acknowledges the Premises is public property and agrees that the Owner must have the right to make and enforce rules and regulations governing the Premises, which rules and regulations shall be considered covenants of this Agreement. Present rules and regulations are set forth in **Exhibit "2,"** attached hereto and incorporated by reference herein.
- c) Lessee shall be responsible for all Lessee Property associated with the Operation and shall pay all operational and maintenance costs for same.
- d) Lessee shall keep any equipment utilized in the Operation in good working order and shall permit Owner to make periodic inspections of same for the purpose of determining compliance with this requirement.
- e) Lessee shall comply with and at all times operate in a manner which meets all applicable Federal, State and Municipal laws, ordinances and regulations and guiding rules.
- g) Lessee shall be responsible for all staffing, taxes, insurance, and appropriate licensing associated with and necessary for the Operation. Lessee's employees shall not be deemed employees of Owner for any purpose whatsoever and shall not be eligible to participate in any benefit program provided by the Owner for its employees. Lessee shall be exclusively responsible for the payment of all wages and salaries, taxes, withholding payment, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans including, but not limited to, workers compensation and Social Security obligations, licensing fees, etc., and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Lessee shall not bring any cause of action alleging Owner is the employer of Lessee or any of Lessee's employees, officers or agents, and Lessee shall indemnify, defend and hold harmless Owner against all claims, losses, costs, or expenses associated with the employment of said employees by Lessee.
- h) Lessee shall also be responsible for compliance with the City of Moline's Stormwater requirements, as outlined in Chapter 34 of the Moline Code of Ordinances. The Lessee is required to practice erosion and sediment control where necessary. The gravel drive shall be maintained so that there is no tracking of mud and sediment on to the public street.

EXHIBIT "A"

- i) No hazardous or environmentally-sensitive materials shall be brought on to the Property at any time nor stored temporarily or permanently on the premises.
 - j) At the end of the lease the Lessee will return the Property to its original condition, removing all debris, fill, and construction materials. The Lessee may be permitted to fill the site if the amount and type of fill are approved by the Owner.
4. RENT. Lessee shall pay lease payments to Owner as follows:
- a) \$1000.00 per month due on or before the fifth day of each month during the lease term.
 - b) Delinquent payments shall accrue interest at a rate of eight percent per annum.
 - c) Payments shall be made to the City of Moline Finance Department 1630 8th Avenue, Moline, Illinois 61265.
5. TERM AND TERMINATION
- a) The term of this Agreement shall commence on February 25, 2014 (hereinafter "Commencement Date") and shall continue through December 31, 2015. Any holding over after the expiration of the term hereof without the consent of the Owner shall be construed to be a tenancy from month to month at the rental five times the last rental rate in effect and shall otherwise be on the terms and conditions herein specified, as far as applicable.
 - b) In addition to any other remedies provided by law or equity, in the event of any default or breach of this Agreement, or any of its terms or conditions, by either party hereto, or any successor to such party, such party or successor shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach within thirty (30) days after receipt of such notice. Said written notice shall describe the nature of the default, and what action, if any, is deemed necessary to cure the same. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, but in no event longer than thirty (30) days after receipt such notice unless mutually agreed to in writing by the parties, the aggrieved party may terminate this Agreement by providing final written notice to the other or institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations. Upon termination of the Agreement by either party, Lessee must peacefully surrender the Premises to Owner; Owner must peacefully surrender Lessee's equipment to Lessee. The Premises leased herein shall include all appurtenant fixtures to said real estate, which, upon termination of this Agreement shall remain with the Premises and return to Owner.
6. HOLD HARMLESS/INDEMNIFY.

EXHIBIT "A"

- a) In consideration for permission to use the Premises and Owner's property as granted above, Lessee hereby agrees to defend, hold harmless and indemnify Owner, its subsidiaries and affiliates, their respective officers, directors, employees, agents, assigns, servants and contractors from and against all claims, demands, actions, or proceedings, all costs, damages, expenses, or other liability of any nature whatsoever due to personal injury or property damage (including damage to the Premises and Owner's property other than reasonable wear and tear), any of which arises directly or indirectly from or in connection with, in whole or in part, the permission to use and/or use of the Premises and Owner's property granted hereinunder, unless caused or contributed to by the willful acts or omissions of Owner, its officers, directors, employees, agents or assigns, in which case Lessee shall have no duty to defend, hold harmless or indemnify.
 - b) This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties thereto.
7. LESSEE'S INSURANCE COVERAGE. Lessee shall, throughout the term of this Agreement and at Lessee's expense, carry and keep in full force and effect comprehensive general liability insurance with respect to the Premises, with a carrier and in a form satisfactory to Owner, which policy or policies shall:
- a) Have limits of \$1,000,000.00 per occurrence personal injury and \$100,000.00 per occurrence property damage.
 - c) Name Owner as an additional insured party.
 - d) Contain a clause that the insurance carrier will not cancel or change the insurance without first giving the Owner thirty (30) days prior written notice in a form similar to that attached hereto as **Exhibit "3."**
 - g) Contain fire and extended perils insurance covering Lessee's own property and insuring Lessee's possessions on the Premises; Owner shall have no duty to insure Lessee's possessions, the possessions of Lessee's guests, invitees or permittees, or to replace same in the event of any calamity or other disaster.
 - h) Each such policy of insurance shall contain a waiver of subrogation provision.
- To the extent required by law, Lessee shall further carry workers' compensation insurance. Workers' compensation and public liability insurance shall be paid by Lessee from the Operation. Certificates of all insurance coverage shall be delivered to Owner seven (7) days prior to the Commencement Date.
8. NOTICES. Any notice required or permitted hereunder shall be in writing, signed by the party giving the notice, and shall be deemed given when:
- a) Hand delivered to the party to whom the notice is addressed, or

EXHIBIT "A"

b) Mailed by certified mail, return receipt requested, United States mail, postage prepaid, and addressed to the party at the address shown below:

Owner:
City of Moline
Attn: Chris Mathias
Property Management Coordinator
619 16th Street
Moline, IL 61265

Lessee:
McCarthy Improvement Company
5401 Victoria Avenue
Davenport, IA 52807

Either party may change the address and individual(s) to whom the notice is to be directed by written notice sent to the other party in the manner provided above.

9. OBSERVANCE OF LAWS AND ORDINANCES. Lessee must, at its sole cost and expense, promptly correct any violation and comply with all laws, ordinances, notices, permits, requirements, orders, regulations and recommendations now or in the future in effect, of whatever nature, of all federal, state, county, municipal and other authorities, with respect to Lessee's conduct or use of the premises.
10. SURRENDER OF PREMISES. At the end or termination of the term hereby demised, Lessee covenants to surrender and deliver up the Premises hereby leased in as good as condition as they now are, or may hereafter be put, destruction by fire, reasonable use, ordinary wear and tear, and the effects of time excepted.
11. ASSIGNMENT AND SUBLEASING. Lessee shall not have the right to assign this Agreement or sell, transfer or sublet any portion of the Premises herein without the express written consent of Owner, and consent of Owner shall not release or discharge Lessee from any obligations hereunder.
12. EFFECT OF PARTIAL INVALIDITY. The invalidity of any part of this Agreement will not and shall not be deemed to affect the validity of any other part. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
13. WAIVER. Waiver by Owner of any breach of any covenant or duty of Lessee under this Agreement is not a waiver of a breach of any other covenant or duty of Lessee, or of any subsequent breach of the same covenant or duty.
14. CHOICE OF LAW. This Agreement shall be governed by the laws of the State of Illinois, and the sole and exclusive venue for any disputes arising out of this Agreement shall be any state court located within Rock Island County, Illinois, or federal court located within the same venue.

EXHIBIT "A"

15. TAXES. Lessee shall also be responsible for and pay all real estate taxes assessed against the lease premises if any are so assessed and shall furnish to Owner proof of payment within thirty (30) days after payment is due.
16. MISCELLANEOUS.
- a) This Agreement and each and every one of the terms and provisions thereof shall be for the benefit of and be binding upon the parties hereto and each of them and their respective heirs, executors, administrators, grantees, successors and assigns.
 - b) This Agreement contains the entire understanding between the parties hereto and supersedes any and all prior agreements, undertakings and arrangements between the parties relating to the subject matter hereof. All amendments, changes, modifications or alterations of the terms and conditions hereof shall be in writing and signed by all parties hereto.
 - c) The captions of the Agreement are used for convenience of reference only and shall have no significance in construing the text of the Agreement.

IN WITNESS WHEREOF, this Lease and Concession Agreement is executed in Moline, Illinois, as of the date hereof first above written.

**CITY OF MOLINE, ILLINOIS
(OWNER)**

**MCCARTHY IMPROVEMENT COMPANY
(LESSEE)**

By: _____
Scott Raes, Mayor

BY: _____
, _____
Print Title

ATTEST:

Tracy Koranda, City Clerk

DATE: _____

Approved as to Form:

City Attorney

Exhibit "1"



1 inch = 60 feet



5TH AVENUE ELEVATION



14TH STREET ELEVATION



CUSTOMER: BRIX

JOB DESCRIPTION TYPE: Exterior Sign

DATE PROOFED: _____ APPROVED BY CUSTOMER: _____

[SIGNATURE & DATE, PLEASE]

ALL ORIGINAL ART/WORK CREATED BY IMPACT SIGN CO. IS THE PROPERTY OF IMPACT SIGN CO. UNLESS WRITTEN APPROVAL IS PROVIDED.



LAW ENFORCEMENT SERVICES AGREEMENT

This Law Enforcement Services Agreement (referred to herein as the "Agreement"), is made as of this 12th day of February, 2014, by and between AlliedBarton Security Services LLC (referred to herein as "AlliedBarton"), and City of Moline, Illinois (referred to herein as "Agency"), based upon the following facts and circumstances.

A. AlliedBarton provides security officer services to the owner(s) of the shopping center located at 4500 16th Street, Moline, Illinois and commonly known as SouthPark Mall (referred to herein as the "Center"); and,

B. AlliedBarton desires to retain Agency to perform Law Enforcement Services (as defined below) at the Center pursuant to the terms of this Agreement. In consideration of the fees to be paid by AlliedBarton to Agency and the covenants to be performed by each of the parties hereunder, AlliedBarton and Agency do hereby enter into this Agreement upon the terms and conditions hereinafter set forth.

1. **Law Enforcement Services.** Subject to the terms and conditions set forth in this Agreement, Agency hereby agrees to provide AlliedBarton with uniformed officers ("Officers") to perform law enforcement functions at the Center (referred to herein as the "Law Enforcement Services") at the times and for the amounts set forth and further described in **Exhibit A**, attached hereto and incorporated herein by this reference, which exhibit may be modified by the parties from time to time to meet the specific needs of the Center and the Agency. Agency's primary responsibility is to provide Officers to protect life and property, to keep the peace, and to enforce local, state, and federal laws. Officers working at the Center are subject to Agency's policies and procedures and, as such, are required to observe Agency's standards of conduct and uniform and shall not be required to perform tasks that are outside the routine services provided by Agency to the general public. Discipline for Officers will be initiated by Agency only and AlliedBarton shall have no liability with respect to any disciplinary action taken against any Officer. It is understood by the parties that Agency and its Officers do not owe a greater level of police services or protection under this Agreement than is owed to the public generally. Agency agrees that such Officers are not employees of AlliedBarton.

2. **Term.** The term of this Agreement shall commence on January 1, 2014, and shall expire on December 31, 2014, unless sooner terminated as provided for herein. Either party may terminate this Agreement at any time and without cause upon ninety (90) days prior written notice unless the Center is sold to a third party or the Center replaces AlliedBarton as its security officer service provider at which time notice shall be given as soon as practicable. Agency may, at its discretion, cancel any or all contracted Law Enforcement Services at any time due to unavailability of Officers or emergencies.

3. **Payment for Services.** AlliedBarton shall pay to Agency, within thirty (30) days of receipt of an invoice from Agency, the agreed upon costs (as set forth in **Exhibit A**) to Agency for providing the Law Enforcement Services at the Center.

4. **Indemnity/Release** The City shall indemnify, defend, and hold harmless Allied, their subsidiaries, affiliates, partners, officers, directors, employees, and agents, from and against all claims under the Workers Compensation, Occupational Disease, or similar statutes for injury or illness, resulting to the assigned employees from such assignment. In addition, the City shall indemnify, defend, and hold harmless Allied, their subsidiaries, affiliates, partners, officers, directors, employees, and agents, from and against all claims, demands, damages, costs, expenses (including reasonable attorney fees), suits, actions, or liability, whether at law or in equity, resulting to third parties, the

mall, its owners, managers, or tenants (including employees of tenants) for the negligent acts or omissions or willful misconduct of the City, its employees, agents, or representatives which occur during the course of police activity at or from the mall which arises out of this agreement, except for liability, loss, claims, costs or damages caused by the negligence or willful misconduct of AlliedBarton or their subsidiaries, affiliates, partners, officers, directors, employees, and agents. Provided, however, that once the City accepts its responsibility to defend and indemnify Allied, any attorney fees incurred by Allied by appointment of or employment of additional counsel to that retained or assigned by the City shall be the sole and exclusive cost and expense of Allied and the City shall not be liable therefor.

5. Notices. All notices, demands, requests and other communications hereunder shall be in writing either personally delivered or mailed, via certified mail, return receipt requested, or sent by reputable overnight courier to the following addresses:

If to AlliedBarton, to: AlliedBarton Security Services LLC
1771 Diehl Road
Naperville, IL 60563
Attention: Brian Rosbury, District Manager

If to Agency, to: City of Moline
619 16th Street
Moline, IL 61265
Attn: Police Chief

With a copy to City Attorney

or to such other address as either party may direct by notice given to the other as hereinabove provided. Notices will be deemed to have been given upon either receipt or rejection. For notices to be delivered to AlliedBarton, a copy shall also be sent to the manager for the Center.

6. Miscellaneous.

A. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

B. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Center is located.

C. In the event of any dispute or legal proceeding between the parties arising out of or relating to this Agreement or its breach, the prevailing party shall be entitled to recover from the non-prevailing party all fees, costs and expenses, including but not limited to attorneys' and expert witness fees, incurred in connection with such dispute or legal proceeding.

D. Except as the parties may specify in writing, neither party shall have the authority, express or implied, to act on behalf of the other party in any capacity whatsoever as an agent. Neither party shall have any authority, express or implied, pursuant to this Agreement to bind the other to any obligation whatsoever.

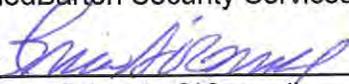
E. Agency's relationship to AlliedBarton shall be that of an independent contractor. All Officers furnished by Agency will be employees of Agency

only, and will at all times be subject to the direct supervision and control of Agency. Agency shall have the sole responsibility of paying the salaries, statutory benefits (including Worker's Compensation), insurance, taxes (including, but not limited to, Federal Social Security Taxes and Federal and State Unemployment Taxes) and all other expenses relating to each such employee of Agency, as applicable.

F. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right thereunder.

G. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date aforesaid.

AlliedBarton Security Services LLC
By 
Brian A. O'Connell
Title: Vice President/General Manager

City of Moline, Illinois
By _____
Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

Exhibit A

One Moline Police Officer will be assigned to SouthPark Mall (“Center”) during the hours of:

Monday	2:00 – 8:00 pm	6 hours
Tuesday	2:00 – 8:00 pm	6 hours
Wednesday	2:00 – 8:00 pm	6 hours
Thursday	2:00 – 8:00 pm	6 hours
Friday	2:00 – 9:30 pm	7.5 hours
Saturday	2:00 – 9:30 pm	7.5 hours
Sunday	12:00 – 5:00 pm	<u>5 hours</u>
Total Hours per week 44 Hours (2288 hours annually)		

1. AlliedBarton shall remit a total annual payment of One hundred twenty-seven thousand and 00/100 dollars (\$127,000.00) to the City of Moline for Law Enforcement Services to be paid in equal installments on a quarterly basis. The City will invoice AlliedBarton on a quarterly basis for this payment as well as for any additional overtime costs incurred in the prior quarter.
2. The Officer assigned at the Center will not be dispatched off site for routine calls, however in the event of an emergency the Officer may be required to respond until such time as they can be replaced at the emergency and return to the Center. When such an emergency occurs, the Officer will notify AlliedBarton personnel.
3. Every attempt will be made to use other manpower to transport arrestees away from the Center for booking. If the Officer assigned to the Center needs to transport an arrestee, the Officer will notify AlliedBarton personnel.
4. The City will make reasonable attempts to backfill the position at the Center if the Officer assigned is unable to work due to sickness or other unforeseen circumstances.
5. For special events or other special needs outside the regular schedule or staffing levels, AlliedBarton will request additional officers with at least 48 hours written notice, and City will provide additional officers at a rate of \$55.50 per hour as long as the City does not have to call in officers for overtime to fill the request. If the City has to call in overtime to provide officers, the rate charged to the AlliedBarton shall be time and a half of the above rate. All overtime work shall be performed and paid in two hour increments.

CITY OF MOLINE

CONTRACT CHANGE ORDER

Project No. : 1160

Description: 2013 Sanitary Sewer Reconstruct

Contractor : Miller Trucking and Excavating

Date : 02/04/13

Change Order No. : 1 and FINAL

Sheet 1 of 1

CONTRACT	
Original Contract	\$1,047,155.30
Changes To-Date	\$5,457.10
Adjusted Contract	\$1,052,612.40
% Change	0.5%

*	Item	Description	Quantity	Unit	Price	Addition	Deduction
		CAPITAL IMPROVEMENT FUNDS					
	1	Geotechnical Fabric for Ground Stabilization	-138.7	SY	\$1.00		(\$138.70)
	2	Seeding Special Complete	-56	SY	\$1.25		(\$70.00)
	3	Aggregate Base Course Type C, 6"	-138.7	SY	\$8.00		(\$1,109.60)
	4	PCC Pavement, 7" with int. curb	-82.3	SY	\$42.00		(\$3,456.60)
	5	PCC Driveway Pavement	34.9	SY	\$53.00	\$1,849.70	
	6	PCC Sidewalk, 4"	756.6	SF	\$5.00	\$3,783.00	
	7	Tree Removal (Over 15 units in Diameter)	5.6	UNIT	\$20.00	\$112.00	
	8	Pavement Removal	-22.3	SY	\$9.00		(\$200.70)
	9	Driveway Pavement Removal	38.53	SY	\$9.00	\$346.77	
	10	Sidewalk Removal	908.9	SF	\$1.00	\$908.90	
	11	Traffic Control and Protection	0	LS	\$37,000.00		
*	61	High Early Concrete	1	DOL	\$500.00	\$500.00	
*	62	PCC Steps Complete	6	EA	\$750.00	\$4,500.00	
		WATER FUNDS					
	12	Water Main DIP P CL 350 6"	42.1	LF	\$88.00	\$3,704.80	
	13	Water Main DIP P CL 350 8"	-32.2	LF	\$60.00		(\$1,932.00)
	14	6X6 Tap Tee w/6" Valve and Box	0	EA	\$3,170.00		
	15	8X8X6 Tee	0	EA	\$350.00		
	16	8X8X8 Tee	0	EA	\$450.00		
	17	90 Degree Bend, 6"	0	EA	\$200.00		
	18	DIMJ Plug, 8"	0	EA	\$95.00		
	19	8X6 Reducer	-1	EA	\$200.00		(\$200.00)
	20	11.25 Degree Bend, 8"	-3	EA	\$250.00		(\$750.00)
	21	22.5 Degree Bend, 8"	0	EA	\$250.00		
	22	Valve & Valve Box, 8"	0	EA	\$1,100.00		
	23	Fire Hydrant Assembly Complete	0	EA	\$3,700.00		
	24	Valve Box Remove	-1	EA	\$75.00		(\$75.00)
	25	Valve and Valve Vault Removal	-1	EA	\$450.00		(\$450.00)
	26	Fire Hydrant Remove	0	EA	\$350.00		
	27	Standard Test Connection, 1"	0	EA	\$250.00		
	28	Valve Box Adjust	-1	EA	\$100.00		(\$100.00)
	29	Water Service Connection, 1"	2	EA	\$550.00	\$1,100.00	
	30	Water Service Pipe, 1"	-56.7	LF	\$25.00		(\$1,417.50)
	31	Curb Stop and Box, 1"	2	LF	\$555.00	\$1,110.00	
	32	Water Service Connection Complete, 1"	-1	EA	\$800.00		(\$800.00)
	33	Water Main Encasement	-56	LF	\$72.10		(\$4,037.60)
	34	Trench Backfill Water	-560.2	CY	\$17.80		(\$9,971.56)
*	56	45 Degree Bend 8"	5	EA	\$250.00	\$1,250.00	

WPC FUNDS						
35	Sanitary Sewer 8 DIP P CL 350	-28	LF	\$90.00		(\$2,520.00)
36	Sanitary Sewer 10 DIP P CL 350	-30.2	LF	\$99.00		(\$2,989.80)
37	Sanitary Sewer 12 DIP P CL 350	-18.5	LF	\$113.00		(\$2,090.50)
38	Manhole Type A, 4' DIA T1 F & Closed Lid	1	EA	\$3,350.00	\$3,350.00	
39	Sanitary Sewer Service 6"	25.3	LF	\$65.00	\$1,644.50	
40	Reconnect Sanitary Lateral 6"	1	EA	\$300.00	\$300.00	
41	Remove Manhole Sanitary	0	EA	\$351.00		
42	Cleanout to be Adjusted	0	EA	\$50.00		
43	Sanitary Manhole Adjust	-2	EA	\$500.00		(\$1,000.00)
44	Trench Backfill Sanitary	0	CY	\$17.75		
*	56 Install Drop in Manhole	1	DOL	\$1,173.99	\$1,173.99	
*	60 Reroute Sanitary Sewer - Field Change	1	DOL	\$5,231.47	\$5,231.47	
STORMWATER FUNDS						
45	Pipe Underdrain Complete 4"	-7.1	LF	\$10.50		(\$74.55)
46	Pipe Underdrain Complete 4" Solid	-26	LF	\$10.50		(\$273.00)
47	Storm Manhole Adjust	-1	EA	\$525.00		(\$525.00)
48	Storm Sewer DIP P CL 350 18"	-25	LF	\$150.00		(\$3,750.00)
49	Inlet Double Adjust	0	EA	\$800.00		
50	Inlet Special Adjust	0	EA	\$550.00		
51	Inlet Single Adjust	1	EA	\$550.00	\$550.00	
52	Remove Inlet	-1	EA	\$370.00		(\$370.00)
53	Catch Basin Single	-1	EA	\$2,100.00		(\$2,100.00)
54	Catch Basin Special No. 1	0	EA	\$3,500.00		
55	Trench Backfill Storm	-5	CY	\$28.00		(\$140.00)
*	58 Replace Storm Sewer	1	DOL	\$6,927.22	\$6,927.22	
*	59 Install Catch Basin	1	DOL	\$7,656.86	\$7,656.86	
* Denotes new item added to contract				Totals		\$45,999.21 (\$40,542.11)
Previous Changes =				Total Changes To-Date = \$5,457.10		Net Change \$5,457.10

REASON FOR CHANGE

1-55: Adjustments for Final Field Measurements

56: 45 Degree Bends: Needed for propoer tie ins and for elevation changes

57: Drop in manhole needed to be installed because of elevation changes

58: Replacement of storm sewer and manhole because of deficient materials.

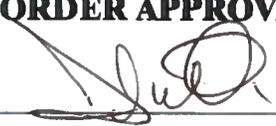
59: Catch basin and storm sewer installed because of poor drainage.

60: Field change of sanitary sewer alignment because of poor angles and slope changes.

61: High early concrete in order to open intersection early.

62: Steps needed to be installed in from of properties on 24th Avenue because of elevation change.

CHANGE ORDER APPROVAL

Contractor: 

Date: 2-4-14

CITY OF MOLINE

CONTRACT CHANGE ORDER

Project No. : 1174

Description: 2013 Residential Resurfacing

Contractor : Valley Construction

Date : 10/23/13

Change Order No. : 1 and FINAL

Sheet 1 of 3

CONTRACT	
Original Contract	\$942,364.20
Changes To-Date	\$120,834.28
Adjusted Contract	\$1,063,198.48
% Change	12.8%

*	Item	Description	Quantity	Unit	Price	Addition	Deduction
		UTILITY TAX FUNDS					
	1	HMA Surface Removal (CM) 3"	-553.12	SY	\$4.25		(\$2,350.76)
	2	Tree Removal (6-15 Units Diameter)	-15.8	UNIT	\$18.00		(\$284.40)
	3	Tree Removal (Over 15 units in Diameter)	16.93	UNIT	\$22.50	\$380.93	
	4	Bituminous Materials Prime Coat	111	GAL	\$5.90	\$654.90	
	5	Mixture for Cracks, Joints, and Flangeways	-45.62	TON	\$150.00		(\$6,843.00)
	6	Poly Leveling Binder MM II 4.75, N50, 1"	-591.16	SY	\$5.95		(\$3,517.40)
	7	PHMA Surface Course Mix D N50 2"	-591.16	SY	\$9.95		(\$5,882.04)
	8	Incidental HMA Surfacing	-12	TON	\$300.00		(\$3,600.00)
	9	Aggregate Surface Course TB	0	TON	\$50.00		
	10	Temporary Ramp	-25.34	SY	\$25.00		(\$633.50)
	11	Class B Patch Type II, 7"	136.54	SY	\$149.90	\$20,467.35	
	12	Class B Patch Type III, 7"	273.61	SY	\$129.50	\$35,432.50	
	13	Class B Patch Type IV, 7"	376.07	SY	\$99.50	\$37,418.97	
	14	Class B Patch Type IV, 8"	147.75	SY	\$110.50	\$16,326.38	
	15	Sidewalk Removal	814.06	SF	\$1.50	\$1,221.09	
	16	PCC Sidewalk	761.59	SF	\$6.00	\$4,569.54	
	17	Detectable Warnings	8	SF	\$38.00	\$304.00	
	18	Seeding Special Complete	333.93	SY	\$1.75	\$584.38	
	19	Detector Loop	111	LF	\$15.25	\$1,692.75	
	20	Traffic Control and Protection	0	LS	\$11,785.00		
*	58	Traffic Control Deficiency Deduction	-500	DOL	\$1.00		(\$500.00)
*	59	Pavement Removal	22.2	SY	\$41.00	\$910.20	
*	61	Curb Removal	83.8	LF	\$11.00	\$921.80	
*	62	PCC Driveway Remove and Replace	11	SY	\$72.00	\$792.00	
		WATER FUNDS					
	21	Water Main DIP P CL 350 8"	11.4	LF	\$50.00	\$570.00	
	22	6X6 Tapping Tee with 6" Valve and Box	0	EA	\$3,250.00		
	23	8X8X6 Tee	0	EA	\$400.00		
	24	DIMJ Cap 6"	0	EA	\$110.00		
	25	8X6 Reducer	0	EA	\$250.00		
	26	45 Degree Bend 8"	0	EA	\$300.00		
	27	11.25 Degree Bend, 8"	-1	EA	\$280.00		(\$280.00)
	28	Fire Hydrant Assembly Complete	0	EA	\$3,990.00		
	29	Remove Frame and Top Section of Vault	0	EA	\$430.00		
	30	Fire Hydrant to be Removed	0	EA	\$430.00		
	31	Standard Test Connection, 1"	0	EA	\$430.00		
	32	Water Service Connection Complete, 1"	0	EA	\$330.00		
	33	Water Service Pipe, 1"	-26.4	LF	\$25.00		(\$660.00)
	34	Water Service Pipe, 1" (Bored)	66	LF	\$27.80	\$1,834.80	
	35	Curb Stop and Box, 1"		EA	\$325.00		
	36	Trench Backfill (Water)	-37.46	SY	\$28.00		(\$1,048.88)
	37	Valve Box Adjust	1	EA	\$745.00	\$745.00	
	38	Valve Vault Adjust	-1	EA	\$900.00		(\$900.00)
	39	Domestic Water Service to Be Removed	-1	EA	\$630.00		(\$630.00)
*	63	8" Solid Sleeve	1	EA	\$354.00	\$354.00	

WPC FUNDS						
40	Sanitary Sewer 8 DIP P CL 350	-8.55	LF	\$170.00		(\$1,453.50)
41	Sanitary Sewer 10 DIP P CL 350	1.4	LF	\$80.00	\$112.00	
42	Manhole Type A, 4' DIA T1 F & Closed Lid		EA	\$4,700.00		
43	Manhole Type A, 5' DIA T1 F & Closed Lid		EA	\$5,695.00		
44	Sanitary Sewer Service 6"	-73.07	LF	\$70.00		(\$5,114.90)
45	Sanitary Lateral Connection 8x6 Wye	-1	EA	\$750.00		(\$750.00)
46	Trench Backfill (Sanitary)	-117.94	CY	\$26.00		(\$3,066.44)
47	Sanitary Manhole Adjust	3	EA	\$900.00	\$2,700.00	
48	Remove Sanitary Manhole	0	EA	\$275.00		
*	67 Force Account for Sanitary Manhole Repairs	1	LS	\$3,263.60	\$3,263.60	

STORMWATER FUNDS						
49	Pipe Underdrain Complete 4"	0	LF	\$12.00		
50	Catch Basin Adjust	-1	EA	\$900.00		(\$900.00)
51	Inlet Single Adjust	1	EA	\$900.00	\$900.00	
52	Inlet Double to Be Adjusted	1	EA	\$1,250.00	\$1,250.00	
53	Remove Inlet Single	-1	EA	\$150.00		(\$150.00)
54	Remove Inlet Double	-1	EA	\$250.00		(\$250.00)
55	Catch Basin Single	-1	EA	\$1,800.00		(\$1,800.00)
56	Catch Basin Double	-1	EA	\$2,000.00		(\$2,000.00)
57	Manhole Type A, 6' DIA T1F & Closed Lid	0	EA	\$13,975.00		
*	60 Trench Backfill (Storm)	473	SY	\$26.00	\$12,298.00	
*	64 A-2000 Storm Replacement	1	LS	\$5,453.00	\$5,453.00	
*	65 72" Barrel Section	1	EA	\$925.00	\$925.00	
*	66 Force Account for Filling Storm Manhole and Repairs	1	LS	\$8,714.96	\$8,714.96	
*	68 Force Account for Cutting Holes in Storm Manhole	1	EA	\$2,651.98	\$2,651.98	

* Denotes new item added to contract			Totals		\$163,449.10	(\$42,614.82)
Previous Changes =			Total Changes To-Date = \$120,834.28		Net Change	\$120,834.28

REASON FOR CHANGE

See attached page for reasons

CHANGE ORDER APPROVAL

Contractor: _____ Date: _____

CITY OF MOLINE, IL BID TABULATION

Bid Date and Time: February 11, 2014 11:00 a.m.

Project: 1204 - Inlet/Catch Basin Replacement Program

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	Walter D. Laud, Inc.		Centennial Contractors of the Quad Cities, Inc.		Langman Construction, Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	ALLEY CATCH BASIN	2	EA	\$150.00	\$300.00	\$2,000.00	\$4,000.00	\$1,000.00	\$2,000.00
2	CATH BASIN SINGLE	13	EA	\$2,700.00	\$35,100.00	\$3,000.00	\$39,000.00	\$4,500.00	\$58,500.00
3	CATCH BASIN DOUBLE	4	EA	\$2,400.00	\$9,600.00	\$3,600.00	\$14,400.00	\$4,900.00	\$19,600.00
4	CATCH BASIN TRIPLE	1	EA	\$500.00	\$500.00	\$3,600.00	\$3,600.00	\$5,000.00	\$5,000.00
5	EXTRA DEPTH CATCH BASIN SINGLE	10	LF	\$0.01	\$0.10	\$0.01	\$0.10	\$0.01	\$0.10
6	EXTRA DEPTH CATCH BASIN DOUBLE	10	LF	\$0.01	\$0.10	\$0.01	\$0.10	\$0.01	\$0.10
7	EXTRA DEPTH CATCH BASIN TRIPLE	10	LF	\$0.01	\$0.10	\$0.01	\$0.10	\$0.01	\$0.10
8	INLET TO BE REMOVED	26	EA	\$1,300.00	\$33,800.00	\$800.00	\$20,800.00	\$100.00	\$2,600.00
9	INLET TO BE ADJUSTED	11	EA	\$900.00	\$9,900.00	\$750.00	\$8,250.00	\$700.00	\$7,700.00
10	INLET TO BE ADJUSTED W/NEW FRAME AND GRATE	2	EA	\$1,300.00	\$2,600.00	\$1,150.00	\$2,300.00	\$1,150.00	\$2,300.00
11	INLET SPECIAL LID TO BE REPLACED	3	EA	\$950.00	\$2,850.00	\$1,000.00	\$3,000.00	\$900.00	\$2,700.00
12	CLASS B PATCH	45	SY	\$95.00	\$4,275.00	\$85.00	\$3,825.00	\$100.00	\$4,500.00
13	CLASS B PATCH WITH HMA SURFACE	10	SY	\$98.00	\$980.00	\$110.00	\$1,100.00	\$115.00	\$1,150.00
14	5 HOUR PCC	20	SY	\$2.50	\$50.00	\$5.00	\$100.00	\$5.00	\$100.00
15	PCC SIDEWALK, 4"	120	SY	\$7.50	\$900.00	\$7.00	\$840.00	\$7.00	\$840.00
16	EXPOSED AGGREGATE SIDEWALK SPECIAL	30	SF	\$8.00	\$240.00	\$10.00	\$300.00	\$8.00	\$240.00
17	SIDEWALK REMOVAL	150	SF	\$0.50	\$75.00	\$1.00	\$150.00	\$0.50	\$75.00
18	MANHOLE TO BE ADJUSTED	2	EA	\$400.00	\$800.00	\$300.00	\$600.00	\$300.00	\$600.00
19	TRAFFIC CONTROL COMPLETE	1	LS	\$100.00	\$100.00	\$500.00	\$500.00	\$500.00	\$500.00
20	CAST IRON DETECTABLE WARNING SURFACE	16	SF	\$20.00	\$320.00	\$25.00	\$400.00	\$20.00	\$320.00
21	HOT MIX ASPHALT SURFACE COURSE	10	TON	\$90.00	\$900.00	\$100.00	\$1,000.00	\$90.00	\$900.00
22	AGGREGATE BASE	20	CY	\$5.00	\$100.00	\$10.00	\$200.00	\$10.00	\$200.00
	TOTAL				\$103,390.30		\$104,365.30		\$109,825.30

Valley Construction Company

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	ALLEY CATCH BASIN	2	EA	\$1,800.00	\$3,600.00		\$0.00		\$0.00
2	CATH BASIN SINGLE	13	EA	\$2,975.00	\$38,675.00		\$0.00		\$0.00
3	CATCH BASIN DOUBLE	4	EA	\$3,250.00	\$13,000.00		\$0.00		\$0.00
4	CATCH BASIN TRIPLE	1	EA	\$3,500.00	\$3,500.00		\$0.00		\$0.00
5	EXTRA DEPTH CATCH BASIN SINGLE	10	LF	\$5.00	\$50.00		\$0.00		\$0.00
6	EXTRA DEPTH CATCH BASIN DOUBLE	10	LF	\$10.00	\$100.00		\$0.00		\$0.00
7	EXTRA DEPTH CATCH BASIN TRIPLE	10	LF	\$15.00	\$150.00		\$0.00		\$0.00
8	INLET TO BE REMOVED	26	EA	\$925.00	\$24,050.00		\$0.00		\$0.00
9	INLET TO BE ADJUSTED	11	EA	\$750.00	\$8,250.00		\$0.00		\$0.00
10	INLET TO BE ADJUSTED W/NEW FRAME AND GRATE	2	EA	\$1,150.00	\$2,300.00		\$0.00		\$0.00
11	INLET SPECIAL LID TO BE REPLACED	3	EA	\$1,200.00	\$3,600.00		\$0.00		\$0.00
12	CLASS B PATCH	45	SY	\$110.00	\$4,950.00		\$0.00		\$0.00
13	CLASS B PATCH WITH HMA SURFACE	10	SY	\$120.00	\$1,200.00		\$0.00		\$0.00
14	5 HOUR PCC	20	SY	\$5.00	\$100.00		\$0.00		\$0.00
15	PCC SIDEWALK, 4"	120	SY	\$7.00	\$840.00		\$0.00		\$0.00
16	EXPOSED AGGREGATE SIDEWALK SPECIAL	30	SF	\$15.00	\$450.00		\$0.00		\$0.00
17	SIDEWALK REMOVAL	150	SF	\$2.00	\$300.00		\$0.00		\$0.00
18	MANHOLE TO BE ADJUSTED	2	EA	\$400.00	\$800.00		\$0.00		\$0.00
19	TRAFFIC CONTROL COMPLETE	1	LS	\$1,300.00	\$1,300.00		\$0.00		\$0.00
20	CAST IRON DETECTABLE WARNING SURFACE	16	SF	\$29.50	\$472.00		\$0.00		\$0.00
21	HOT MIX ASPHALT SURFACE COURSE	10	TON	\$195.00	\$1,950.00		\$0.00		\$0.00
22	AGGREGATE BASE	20	CY	\$16.50	\$330.00		\$0.00		\$0.00
	TOTAL				\$109,967.00		\$0.00		\$0.00

CITY OF MOLINE, IL BID TABULATION

Bid Date and Time: February 11, 2014 11:00 a.m.

Project: 1205 - Joint & Crack Sealing Program

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	Denler, Inc.		NuCoat Sealing, LLC.		Walter D. Laud, Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Crack Routing	34000	LF	\$0.03	\$1,020.00	\$0.69	\$23,460.00	\$0.10	\$3,400.00
2	Crack Filling	33000	POUND	\$1.65	\$54,450.00	\$1.04	\$34,320.00	\$1.60	\$52,800.00
3	Traffic Control	1	L.SUM	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$7,500.00	\$7,500.00
	TOTAL				\$56,970.00		\$58,780.00		\$63,700.00



Contract Adjustment, Change Order, Consultant, InHouse, FHWA-Exempt, Non-Exempt, Major Change, Minor Change

Date: 12/10/2013
County: Rock Island
Section: 12-00253-00-RS (Moline)
Route: FAU 5773 (AVE OF THE CITIES)
District: 02
Contract: 85567
Job No.: C9211912
Project No.: M-5074(91)

Consultant's Name:

Contractor: McCarthy Improvement Company
Address: 5401 Victoria Drive
Davenport IA 52807-

The following change from the plans in the construction of the above designated section of highway improvement is authorized and directed. The estimated quantities are shown below at the awarded contract prices except as indicated. The first addition of an item not in the original contract under the fund type or county is indicated by an asterisk.

Table with columns: Item No., *, Cat, Pay Item, Unit, Quantity, Unit Price, A/D, Addition, Deduction. Includes rows for INLET REPAIR and BROKEN PIPE REPAIR, and summary rows for contract totals and net change.

Project Location: Avenue of the Cities and 41st Street intersection

Description and Reason: AOTC & 41st Street Intersection. FRC0003A-Inlet adjustment called out in the plans was unrepairable, therefore required extra work for inlet repair. FRC0003B-repair to pipe that was collapsed under sidewalk as a result of inlet repair in FRC0003A.

Determination: (G1) The undersigned determine that the change is germane to the original contract as signed, because provision for this work is included in the original contract.

THE STATE OF ILLINOIS
By the Department of Transportation
Ann L. Schneider, Secretary
Tony Small, Acting Director of F&A
Michael A. Forti, Chief Counsel

Date Deputy Director Division of Highways Regional Engineer
Date Engineer of Construction
Date Director of Highways Chief Engineer

Supervisor: All Mansour

Resident: Eric McLaughlin, Missman

FHWA Acceptable to Proceed: Yes No

FHWA Participation: Yes No

Print Date: 12/10/2013

FHWA Representative Date
BC22 (rev. 10/13)



Authorization No. 2

Sheet 1 of 5

Authorization of Contract Changes

MPI 230
CONSTRUCTION
CHANGES ORDER

<input checked="" type="checkbox"/> Contract Adjustment	<input type="checkbox"/> FHWA-Exempt
<input type="checkbox"/> Change Order	<input checked="" type="checkbox"/> Non-Exempt
<input type="checkbox"/> Consultant	<input type="checkbox"/> Major Change
<input checked="" type="checkbox"/> InHouse	<input checked="" type="checkbox"/> Minor Change

Date: 10/05/2013
 County: Rock Island
 Section: 12-00253-00-RS (Moline)
 Route: FAU 5773 (AVE OF THE CITIES)
 District: 02
 Contract: 85567
 Job No.: C9211912
 Project No.: M-5074(91)

Consultant's Name:

Contractor: McCarthy Improvement Company
 Address: 5401 Victoria Drive
 Davenport IA 52807-

The following change from the plans in the construction of the above designated section of highway improvement is authorized and directed. The estimated quantities are shown below at the awarded contract prices except as indicated. The first addition of an item not in the original contract under the fund type or county is indicated by an asterisk.

Item No.	* Cat	Pay Item	Unit	Quantity	Unit Price	A/D	Addition	Deduction
		FAS ID: 07COU01	CCS Code 1610043					
20800150	33	TRENCH BACKFILL	CU YD	24.000	50.0000	D	\$0.00	\$1,200.00
XX002119	33	SS DI 18	FOOT	1.000	160.0000	A	\$160.00	\$0.00
Z0058300	33	SAN SEW T1 8	FOOT	3.000	68.0000	D	\$0.00	\$204.00
		FAS ID: L23EU01	CCS Code 1610005					
40600100	33	BIT MATLS PR CT	GALLON	86.000	6.0000	A	\$516.00	\$0.00
40600400	33	MIX CR JTS FLANGEWYS	TON	6.000	325.0000	D	\$0.00	\$1,950.00
40600827	33	P LB MM IL-4.75 N50	TON	45.000	124.0000	A	\$5,580.00	\$0.00

Project Location: Avenue of the Cities and 41st Street Intersection

Description and Reason: City of Moline AOTC- Final Measured Quantities Balancing Authorization. See Attachment A and prior approval forms.

Determination: (G1) The undersigned determine that the change is germane to the original contract as signed, because provision for this work is included in the original contract.

THE STATE OF ILLINOIS
By the Department of Transportation

Ann L. Schneider, Secretary	Date
Tony Small, Acting Director of F&A	Date
Michael A. Forti, Chief Counsel	Date

Date	Deputy Director Division of Highways Regional Engineer
Date	Engineer of Construction
Date	Director of Highways Chief Engineer

Supervisor: All Mansour

Resident: Eric McLaughlin

Supervisor: *E. Mansour* (Date: *10/5/13*)
 City of Moline
 Resident: *Eric McLaughlin* (Date: *10/5/13*)

FHWA Acceptable to Proceed: Yes No

FHWA Participation: Yes No

FHWA Representative _____ Date _____

Print Date: 10/05/2013

BC 22 (Rev. 01/13)



Authorization No. 2
 Sheet 2 of 9

Authorization of Contract Changes

<input checked="" type="checkbox"/> Contract Adjustment	<input type="checkbox"/> FHWA-Exempt
<input type="checkbox"/> Change Order	<input checked="" type="checkbox"/> Non-Exempt
<input type="checkbox"/> Consultant	<input type="checkbox"/> Major Change
<input checked="" type="checkbox"/> InHouse	<input checked="" type="checkbox"/> Minor Change

Date: 10/05/2013
 County: Rock Island
 Section: 12-00253-00-RS (Moline)
 Route: FAU 5773 (AVE OF THE CITIES)
 District: 02
 Contract: 85567
 Job No.: C9211912
 Project No.: M-5074(91)

Consultant's Name:

Contractor: McCarthy Improvement Company
 Address: 5401 Victoria Drive
 Davenport IA 52807-

The following change from the plans in the construction of the above designated section of highway improvement is authorized and directed. The estimated quantities are shown below at the awarded contract prices except as indicated. The first addition of an item not in the original contract under the fund type or county is indicated by an asterisk.

Item No.	*	Cat	Pay Item	Unit	Quantity	Unit Price	A/D	Addition	Deduction
40600990		33	TEMPORARY RAMP	SQ YD	339.000	12.0000	D	\$0.00	\$4,068.00
40603535		33	P HMA SC "D" N50	TON	23.000	104.0000	A	\$2,392.00	\$0.00
42300300		33	PCC DRIVEWAY PAVT 7	SQ YD	96.000	90.0000	A	\$8,640.00	\$0.00
42400100		33	PC CONC SIDEWALK 4	SQ FT	302.000	10.0000	A	\$3,020.00	\$0.00
42400800		33	DETECTABLE WARNINGS	SQ FT	13.000	37.0000	A	\$481.00	\$0.00
44000161		33	HMA SURF REM 3	SQ YD	71.000	3.0000	A	\$213.00	\$0.00
44000200		33	DRIVE PAVEMENT REM	SQ YD	79.000	15.0000	A	\$1,185.00	\$0.00
44000300		33	CURB REM	FOOT	12.000	2.0000	A	\$24.00	\$0.00

Project Location: Avenue of the Cities and 41st Street Intersection

Description and Reason: City of Moline AOTC- Final Measured Quantities Balancing Authorization. See Attachment A and prior approval forms.

Determination: (G1) The undersigned determine that the change is germane to the original contract as signed, because provision for this work is included in the original contract.

THE STATE OF ILLINOIS By the Department of Transportation	
Ann L. Schneider, Secretary	Date
Tony Smail, Acting Director of F&A	Date
Michael A. Forti, Chief Counsel	Date

Date	Deputy Director Division of Highways Regional Engineer
Date	Engineer of Construction
Date	Director of Highways Chief Engineer

Supervisor: Ali Mansour

Resident: Eric McLaughlin

Supervisor	Date
Resident	Date

FHWA Acceptable to Proceed: Yes No

FHWA Participation: Yes No

FHWA Representative _____ Date _____
 BC 22 (Rev. 01/13)

Print Date: 10/05/2013



Authorization No. 2
 Sheet 3 of 9

Authorization of Contract Changes

<input checked="" type="checkbox"/> Contract Adjustment	<input type="checkbox"/> FHWA-Exempt
<input type="checkbox"/> Change Order	<input checked="" type="checkbox"/> Non-Exempt
<input type="checkbox"/> Consultant	<input type="checkbox"/> Major Change
<input checked="" type="checkbox"/> InHouse	<input checked="" type="checkbox"/> Minor Change

Date: 10/05/2013
 County: Rock Island
 Section: 12-00253-00-RS (Moline)
 Route: FAU 5773 (AVE OF THE CITIES)
 District: 02
 Contract: 85567
 Job No.: C9211912
 Project No.: M-5074(91)

Consultant's Name:

Contractor: McCarthy Improvement Company
 Address: 5401 Victoria Drive
 Davenport IA 52807-

The following change from the plans in the construction of the above designated section of highway improvement is authorized and directed. The estimated quantities are shown below at the awarded contract prices except as indicated. The first addition of an item not in the original contract under the fund type or county is indicated by an asterisk.

Item No.	*	Cat	Pay Item	Unit	Quantity	Unit Price	A/D	Addition	Deduction
44000500		33	COMB CURB GUTTER REM	FOOT	216.000	2.0000	A	\$432.00	\$0.00
44000600		33	SIDEWALK REM	SQ FT	568.000	1.4000	A	\$795.20	\$0.00
44200934		33	CL B PATCH T2 8	SQ YD	9.000	110.0000	A	\$990.00	\$0.00
44200942		33	CL B PATCH T3 8	SQ YD	137.000	110.0000	A	\$15,070.00	\$0.00
44200944		33	CL B PATCH T4 8	SQ YD	56.000	111.0000	A	\$6,216.00	\$0.00
60255500		33	MAN ADJUST	EACH	1.000	1,750.0000	D	\$0.00	\$1,750.00
60260100		33	INLETS ADJUST	EACH	1.000	1,550.0000	D	\$0.00	\$1,550.00
60265700		33	VV ADJUST	EACH	1.000	1,550.0000	A	\$1,550.00	\$0.00

Project Location: Avenue of the Cities and 41st Street Intersection

Description and Reason: City of Moline AOTC- Final Measured Quantities Balancing Authorization. See Attachment A and prior approval forms.

Determination: (G1) The undersigned determine that the change is germane to the original contract as signed, because provision for this work is included in the original contract.

THE STATE OF ILLINOIS By the Department of Transportation	
Ann L. Schneider, Secretary	Date
Tony Smail, Acting Director of F&A	Date
Michael A. Forti, Chief Counsel	Date

Date _____ Deputy Director Division of Highways Regional Engineer

Date _____ Engineer of Construction

Date _____ Director of Highways Chief Engineer

Supervisor: Ali Mansour

Supervisor Date

Resident: Eric McLaughlin

Resident Date

FHWA Acceptable to Proceed: Yes No FHWA Participation: Yes No

FHWA Representative _____ Date _____



Authorization No. 2

Sheet 4 of 8

9

Authorization of Contract Changes

<input checked="" type="checkbox"/> Contract Adjustment	<input type="checkbox"/> FHWA-Exempt
<input type="checkbox"/> Change Order	<input checked="" type="checkbox"/> Non-Exempt
<input type="checkbox"/> Consultant	<input type="checkbox"/> Major Change
<input checked="" type="checkbox"/> InHouse	<input checked="" type="checkbox"/> Minor Change

Date: 10/05/2013
 County: Rock Island
 Section: 12-00253-00-RS (Moline)
 Route: FAU 5773 (AVE OF THE CITIES)
 District: 02
 Contract: 85567
 Job No.: C9211912
 Project No.: M-5074(91)

Consultant's Name:

Contractor: McCarthy Improvement Company
 Address: 5401 Victoria Drive
 Davenport IA 52807-

The following change from the plans in the construction of the above designated section of highway improvement is authorized and directed. The estimated quantities are shown below at the awarded contract prices except as indicated. The first addition of an item not in the original contract under the fund type or county is indicated by an asterisk.

Item No.	*	Cat	Pay Item	Unit	Quantity	Unit Price	A/D	Addition	Deduction
60605100		33	COMB CC&G TB6.24 AEP	FOOT	283.000	41.0000	A	\$11,603.00	\$0.00
70300100		33	SHORT TERM PAVT MKING	FOOT	740.000	0.5000	D	\$0.00	\$370.00
70301000		33	WORK ZONE PAVT MK REM	SQ FT	37.000	1.7500	A	\$64.75	\$0.00
78000200		33	THPL PVT MK LINE 4	FOOT	189.000	0.7500	A	\$141.75	\$0.00
78000400		33	THPL PVT MK LINE 6	FOOT	16.000	1.2500	A	\$20.00	\$0.00
78000600		33	THPL PVT MK LINE 12	FOOT	3.000	2.5000	A	\$7.50	\$0.00
78000650		33	THPL PVT MK LINE 24	FOOT	18.000	4.7500	D	\$0.00	\$85.50
78100100		33	RAISED REFL PAVT MKR	EACH	17.000	40.0000	A	\$680.00	\$0.00

Project Location: Avenue of the Cities and 41st Street intersection

Description and Reason: City of Moline AOTC- Final Measured Quantities Balancing Authorization. See Attachment A and prior approval forms.

Determination: (G1) The undersigned determine that the change is germane to the original contract as signed, because provision for this work is included in the original contract.

THE STATE OF ILLINOIS By the Department of Transportation	
Ann L. Schneider, Secretary	Date
Tony Small, Acting Director of F&A	Date
Michael A. Forti, Chief Counsel	Date

Date _____ Deputy Director Division of Highways Regional Engineer

Supervisor: Ali Mansour

Date _____ Engineer of Construction

Resident: Eric McLaughlin

Date _____ Director of Highways Chief Engineer

Supervisor Date

Resident Date

FHWA Acceptable to Proceed: Yes No

FHWA Participation: Yes No

FHWA Representative _____ Date

Print Date: 10/05/2013

BC 22 (Rev. 01/13)



Authorization of Contract Changes

<input checked="" type="checkbox"/> Contract Adjustment	<input type="checkbox"/> FHWA-Exempt
<input type="checkbox"/> Change Order	<input checked="" type="checkbox"/> Non-Exempt
<input type="checkbox"/> Consultant	<input type="checkbox"/> Major Change
<input checked="" type="checkbox"/> InHouse	<input checked="" type="checkbox"/> Minor Change

Date: 10/05/2013
 County: Rock Island
 Section: 12-00253-00-RS (Moline)
 Route: FAU 5773 (AVE OF THE CITIES)
 District: 02
 Contract: 85567
 Job No.: C9211912
 Project No.: M-5074(91)

Consultant's Name:

Contractor: McCarthy Improvement Company
 Address: 5401 Victoria Drive
 Davenport IA 52807-

The following change from the plans in the construction of the above designated section of highway improvement is authorized and directed. The estimated quantities are shown below at the awarded contract prices except as indicated. The first addition of an item not in the original contract under the fund type or county is indicated by an asterisk.

Item No.	*	Cat	Pay Item	Unit	Quantity	Unit Price	A/D	Addition	Deduction
78300200		33	RAISED REF PVT MK REM	EACH	37.000	19.2500	A	\$712.25	\$0.00
X8140115		33	HANDHOLE TO BE ADJUST	EACH	3.000	725.0000	D	\$0.00	\$2,175.00
XX006343		33	SEEDING (COMPLETE)	SQ YD	86.000	71.0000	A	\$6,106.00	\$0.00
Amount of Original Contract: \$714,943.85							Totals:	\$66,599.45	\$13,352.50
Net Change To Date \$47,246.95							Percent Change: 6.61%	Net Change:	53,246.95

Project Location: Avenue of the Cities and 41st Street intersection

Description and Reason: City of Moline AOTC- Final Measured Quantities Balancing Authorization. See Attachment A and prior approval forms.

Determination: (G1) The undersigned determine that the change is germane to the original contract as signed, because provision for this work is included in the original contract.

THE STATE OF ILLINOIS By the Department of Transportation	
Ann L. Schneider, Secretary	Date
Tony Smail, Acting Director of F&A	Date
Michael A. Forti, Chief Counsel	Date

Date _____ Deputy Director Division of Highways Regional Engineer

Supervisor: Ali Mansour

Date _____ Engineer of Construction

Supervisor Date

Date _____ Director of Highways Chief Engineer

Resident: Eric McLaughlin

Resident Date

FHWA Acceptable to Proceed: Yes No

FHWA Participation: Yes No

FHWA Representative Date



**Illinois Department
of Transportation**

**Prior Approval Authorization
of Contract Change**

Please attach a copy of this approved form to the BC 22, Authorization of Contract Change, submitted for this work.

Contract Number: 85567

Authorization Number: 1

FHWA Approval Required Yes No

Awarded Contract Value: \$714,943.65

Estimated Cost of this Authorization: \$20,000.00

Determination

The undersigned determine that the change is germane to the original contract as signed, because:

- Provision for this work is included in the original contract.
- Work of this type was included in the original contract, and the additional efforts of this work are within the intent of the contract and Department policy.
- The change represents an adjustment required by the contract, based on unpredictable developments in the work.
- The change in design is necessary to fulfill the original intent of the contract.
- Other. Explain:

Location and Description of Work: See attached letter.

Reason: See attached letter.

County: Rock Island
 Section: 12-00253-00-RS
 Route: FAU 5773
 District: 2
 Contract No.: 85567
 Job No.: C-92-119-12
 Project: M-5074(091)

THE STATE OF ILLINOIS	
By the Department of Transportation	
By _____	Date
Secretary	
By _____	
By _____	Date
Director - Finance & Administration	
By _____	
Chief Counsel	

6/11/13 Date
[Signature] Prepared By
6/12-13 Date
[Signature] Regional Engineer
 _____ Date
 _____ Engineer of Construction
 _____ Date
 _____ Director of Highways, Chief Engineer

FHWA	
Acceptable to Proceed:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Approved for Participation:	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____ FHWA Representative	_____ Date