



MOLINE CITY COUNCIL AGENDA

Tuesday, April 1, 2014

6:30 p.m.

(immediately following the Committee-of-the-Whole meeting)

City Hall

Council Chambers – 2nd Floor

619 16th Street

Moline, IL

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CONSENT AGENDA

All items under the consent agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussions of these items unless a council member so requests, in which event the item will be removed from the consent agenda and considered as the first item after approval of the consent agenda.

COUNCIL MEMBER	PRESENT	ABSENT
Knaack		
Parker		
Bender		
Brown		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Raes		

APPROVAL OF MINUTES

Committee-of-the-Whole and Council meeting minutes of March 25, 2014.

RESOLUTIONS

1. Council Bill/Resolution 1045-2014

A Resolution authorizing the Utilities General Manager to execute a contract with Leander Construction Inc., for construction of the Water Treatment Plant UV Disinfection Facilities and Filter Media Replacement Project, in the amount of \$809,000.00.

EXPLANATION: This contract provides for construction of Water Treatment Plant improvements that are required to comply with Illinois Environmental Protection Agency safe drinking water regulations.

FISCAL IMPACT: \$1,610,655.00 is budgeted for this project in 310-1720-434.08-45.

PUBLIC NOTICE/RECORDING: N/A

2. Council Bill/Resolution 1046-2014

A Resolution authorizing approval of a proposal from Johnson Controls for City Hall Main Chiller Replacement for the amount of \$58,973.00.

EXPLANATION: This purchase is the third and final phase of City Hall HVAC modification rehabilitation that started in 2012. Bids were opened and read on March 5, 2014, with the following results:

\$58,973.00	Johnson Controls
\$61,400.00	Baker Group
\$62,900.00	Crawford Company
\$68,625.00	Johnson Contracting Co., Inc.
\$84,746.00	Total Maintenance, Inc.

FISCAL IMPACT: Funds in the amount of \$113,000.00 are budgeted in Buildings and Grounds, Building Improvements, 010-0841-432.08-05.

PUBLIC NOTICE/RECORDING: N/A

3. Council Bill/Resolution 1047-2014

A Resolution authorizing the Mayor and City Clerk to execute a contract with Miller Trucking & Excavating, Inc. for Project No. 1190, 2014 Residential Sanitary Sewer Installation, in the amount of \$260,210.00.

EXPLANATION: Bids were solicited with Miller Trucking & Excavating, Inc. submitting the lowest responsible and responsive bid.

FISCAL IMPACT: Sufficient funds are available in WPC Reserves. WPC will receive partial reimbursement through tap-on fees when parcels connect to the sanitary sewer.

PUBLIC NOTICE/RECORDING: N/A

4. Council Bill/Resolution 1048-2014

A Resolution authorizing approval of a Sole Source Purchase of Two Flygt Pumps, from Electric Pump, for the Riverbend Commons Street Sanitary Sewer Pump Station

EXPLANATION: The Riverbend Commons sanitary sewer pump station will operate on two submersible, centrifugal electric pumps. Long ago, the City of Moline standardized to Flygt brand pumps in all sanitary and storm sewer pump stations in an effort to increase operational efficiencies and minimize repair part inventories. Staff recommends continuing this past practice by purchasing Flygt pumps for the new pump station from Electric Pump in Des Moines, Iowa. Electric Pump proposes to supply two Flygt pumps, control panel, and other associated equipment for the lump sum price of \$46,610.00.

FISCAL IMPACT: Sufficient funds are available in WPC Reserves. Future Riverbend TIF revenues will reimburse WPC.

PUBLIC NOTICE/RECORDING REQUIRED: N/A

5. Council Bill/Resolution 1049-2014

A Resolution approving a Resolution for Improvement by Municipality under the Illinois Highway Code for Motor Fuel Tax (MFT) Section 14-00260-00-RP, IL 5 Widening.

EXPLANATION: A Resolution for Improvement is necessary to use budgeted MFT funds for the City of Moline's portion of the John Deere Road Widening Project.

FISCAL IMPACT: \$345,000.00 in MFT funds are budgeted in the 2014 CIP for this project.

PUBLIC NOTICE/RECORDING: N/A

6. Council Bill/Resolution 1050-2014

A Resolution authorizing the Mayor and City Clerk to execute an agreement with Kucera International, Inc., for the 2014 Aerial Mapping Project at a cost of \$45,456.50.

EXPLANATION: The City's IT staff has participated in a consortium of local governments, known as the Bi-State Regional Commission Greater Quad Cities Region 2014 Aerial Mapping Project, in order to reduce the cost of acquisition for updated orthophotography, LIDAR, DTM, and contour data. Bi-State Regional Commission published an RFP for the entire scope of work in October of 2013. Kucera International, Inc., was the lowest responsive and responsible bidder for the project and is contracting separately with all participating agencies for customized sets of deliverables. This data is beneficial to all departments and will enhance the City's GIS capabilities. A consultant was hired by the consortium to manage the project, conduct prerequisite work, and ensure data accuracy independent of the vendor at an additional cost of \$4,738.50, for a total cost of \$50,195.00. \$55,000 was budgeted for this project.

FISCAL IMPACT: \$50,195 from Information Technology's Capital Contract account.

PUBLIC NOTICE/RECORDING: N/A

OMNIBUS VOTE

ITEMS NOT ON CONSENT

RESOLUTIONS

7. Council Bill/Resolution 1051-2014

A Resolution authorizing the Mayor and City Clerk to execute Licensing Agreements for 2014 permit approved applications for use of the public right-of-way or City-owned property.

EXPLANATION: Currently, all proposed licensing agreements are presented to the City Council for approval one at a time. Often, the approval process delays the construction schedule for the activity, and the cost of the \$560 application fee to recoup the staff time involved in the process is seen by contractors and others as excessive. This proposed resolution would allow for staff to administer and approve all licensing agreements and for the Mayor and City Clerk to execute approved licensing agreements without each agreement being presented to the City Council. This process has worked well with the City’s Special Events and this is a similar process. Staff feels that this will improve customer service and that with this change, the application fee could be lowered to \$150 with a \$75 fee for a revision to an existing Licensing Agreement.

OMNIBUS VOTE		
Council Member	Aye	Nay
Bender		
Brown		
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Parker		
Mayor Raes		

CB 1051 VOTE		
Council Member	Aye	Nay
Bender		
Brown		
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Parker		
Mayor Raes		

FISCAL IMPACT: Application fee dropped from \$560 to \$150 for each project.

PUBLIC NOTICE/RECORDING: N/A

FIRST READING ORDINANCES

8. Council Bill/Special Ordinance 4007-2014

A Special Ordinance authorizing the Utilities General Manager to accept a technical services proposal from River Cities Engineering for upgrade of the Water Treatment Plant control system hardware and software and integration of UV disinfection equipment, which includes a base amount of \$77,687.00, and specific pricing for added scope work, should such work be required.

EXPLANATION: City staff seeks to accept a technical services proposal from River Cities Engineering that will provide for upgrade of the Water Treatment Plant control system hardware and software and integration of UV disinfection equipment as required to comply with Illinois Environmental Protection Agency safe drinking water regulations.

FISCAL IMPACT: \$1,610,655.00 is budgeted for this project in 310-1720-434.08-45.

PUBLIC NOTICE/RECORDING: N/A

9. Council Bill/Special Ordinance 4008-2014

A Special Ordinance granting a variance to Section 28-3200(a) of the Moline Code of Ordinances to delay installation of a sidewalk for property located at 3404 14th Street.

EXPLANATION: This ordinance will grant a variance to delay installation of sidewalk due to lack of connecting sidewalks and a substandard street without curbs or gutters.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

MISCELLANEOUS BUSINESS

PUBLIC COMMENT

Members of the public are permitted to speak after first stating their name and address.

EXECUTIVE SESSION

Council Bill/Resolution No.: 1045-2014

Sponsor: _____

A RESOLUTION

AUTHORIZING the Utilities General Manager to execute a contract with Leander Construction Inc. for construction of the Water Treatment Plant UV Disinfection Facilities and Filter Media Replacement Project, in the amount of \$809,000.00.

WHEREAS, construction of the Water Treatment Plant UV Disinfection Facilities and Filter Media Replacement Project is required to comply with the Illinois Environmental Protection Agency safe drinking water regulations; and

WHEREAS, the City solicited sealed bids for the Water Treatment Plant UV Disinfection Facilities and Filter Media Replacement Project; and

WHEREAS, Leander Construction Inc. submitted the lowest cost responsible and responsive bid; and

WHEREAS, sufficient funds are budgeted for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

That the Utilities General Manager is hereby authorized to execute a contract from Leander Construction Inc., for the Water Treatment Plant UV Disinfection Facilities and Filter Media Replacement Project, in an amount not to exceed \$809,000.00; provided said contract is substantially similar in form and content to Exhibit "A," attached hereto and incorporated herein by this reference thereto, and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

SECTION 00 52 00
FORM OF AGREEMENT BETWEEN
OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2014 by and between City of Moline, Illinois (hereinafter called OWNER) and _____
(hereinafter call CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Construction of UV disinfection facilities including the installation of OWNER procured UV equipment and filter media replacement.

Article 2. THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Construction of UV disinfection facilities including the installation of OWNER procured UV equipment and filter media replacement.

Article 3. ENGINEER

3.01 The Project has been designed by Greeley and Hansen who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

Article 4. CONTRACT TIMES

4.01 Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion and completion and readiness for final payment as stated in the Contract Documents are of the essence of the contract.

4.02 Days to Achieve Substantial Completion and Final Payment

- A. The Work will be substantially completed within 335 Calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 365 Calendar days after the date when the Contract Times commence to run.

4.02 Liquidated Damages

- A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Two Hundred and Fifty dollars (\$ 250.00) for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Five Hundred dollars (\$ 500.00) for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

Article 5. CONTRACT PRICE

- 5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the following:

For all Work a Lump Sum of:

_____ \$ _____
(In words) (In figures)

Article 6. PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment, on or about the first day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2. below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine, or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions.
 - a. 90 percent of Work completed (with the balance being retainage). If the Work is 50 percent complete as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100 percent of the Work completed less the aggregate of payments previously made; and
 - b. 90 percent of cost of materials and equipment not incorporated in the Work but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.02 of the General Conditions (with the balance being retainage).
2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100 percent of the Work completed, less such amounts as ENGINEER shall determine, in accordance with paragraph 14.02.B.5 of the General Conditions and less 200 percent of ENGINEER's estimate of the value of Work to be completed or corrected as

shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

Article 7. CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- A. At the request of the CONTRACTOR, with approval of the OWNER, the retainage of the contract set forth in this Article may be deposited under a trust agreement with an Illinois Financial Institution of the CONTRACTOR's choice and subject to the approval of the OWNER. The CONTRACTOR shall receive any interest thereon. Pursuant to application by the CONTRACTOR, a trust agreement by an Illinois Financial Institution and the OWNER shall contain, as a minimum, the amount to be deposited subject to the trust, the terms and conditions of payment in case of default of the CONTRACTOR, and the termination of the trust agreement upon completion of the contract.

The CONTRACTOR shall be responsible for obtaining the written consent of an Illinois Financial Institution trustee and any costs or service fees shall be borne by the CONTRACTOR. The trust agreement may, at the discretion of the OWNER and upon the request of the CONTRACTOR, become operative at the time of the first payment according to existing statutes and OWNER procedures.

- B. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- C. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- E. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General

Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions as to the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02B of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.

- F. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
- G. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the performance of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- H. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- I. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- J. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- K. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS

8.01 Contents

- A. The Contract Documents consist of the following:
1. This Agreement
 2. Exhibits to this Agreement
 3. Performance and Payment Bonds, identified as Exhibits A and B
 4. Notice to Proceed
 5. General Conditions
 6. Supplementary Conditions
 7. Specifications bearing the title UV Disinfection Facilities and Filter Media Replacement.
 8. Set of Contract Drawings bearing the title UV Disinfection Facilities and Filter Media Replacement.
 9. Addenda (numbers ____ to ____, inclusive.)
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed
 - b. Documentation submitted by CONTRACTOR prior to Notice of Award
 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments
 - b. Work Change Directives and
 - c. Change Order(s).
 - d. Field Order
- B. The documents listed in paragraphs 9.01.A are attached to this Agreement with the exception of the Specifications and Contract Drawings.

- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.05 of the General Conditions.

Article 9. MISCELLANEOUS

9.01 Terms

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

9.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 Successors and Assigns

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provisions or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER, and CONTRACTOR. All portions of the Contract Documents have been signed, or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on the date first above written.

OWNER:

City of Moline, Illinois

By: _____

Title: _____

Attest: _____

Title: _____

Address for Giving Notices:

City of Moline, Illinois

Water Treatment Plant

30 18th Street

Moline, Illinois 61265

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

CONTRACTOR:

By: _____

Title: _____

Attest: _____

Title: _____

Address for Giving Notices:

License No. _____

(Where applicable)

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

Council Bill/Resolution No. 1046-2014

Sponsor: _____

A RESOLUTION

AUTHORIZING approval of a proposal from Johnson Controls for City Hall Main Chiller Replacement for the amount of \$58,973.00.

WHEREAS, the main chiller replacement is the third and final phase of City Hall HVAC modification rehabilitation; and

WHEREAS, bids were opened and read on March 5, 2014, with Johnson Controls submitting the lowest responsible and responsive bid in the amount of \$58,973.00; and

WHEREAS, sufficient funds are budgeted for said replacement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

That the City Council finds it in the best interest of the City of Moline, Illinois, to approve the proposal from Johnson Controls for City Hall Main Chiller Replacement for the amount of \$58,973.00.

CITY OF MOLINE, ILLINOIS

Mayor

April 1, 2014

Date

Passed: April 1, 2014

Approved: April 8, 2014

Attest: _____
City Clerk

Approved as to Form:

By: _____
City Attorney



Proposal

Quad Cities/Eastern Iowa Service Branch
4703 15th Street A
Moline, IL 61265
Phone: 309-736-4313
Fax309-736-4333

TO: City Of Moline
619 16th Street
Moline, IL 61265
Doug House

Date: March 4, 2014
Project: Chiller and Pumps Replacement
Proposal Ref: SH015-0314

We propose to furnish the materials and/or perform the work described below for the net price of: \$58,973.00

FIFTY-EIGHT THOUSAND, NINE HUNDRED SEVENTY-THREE AND 0/100 DOLLARS

For the above price this proposal includes:

- Johnson Controls proposes to provide labor, materials, and supervision to replace the air cooled chiller and associated pumps for the Moline City Hall Building at 619 16th Street. The scope of work for this project to include specifically:
 - 1) Recover, and dispose of the existing chillers refrigerant.
 - 2) Isolation, disconnection, and removal by crane of the existing air cooled chiller.
 - 3) Isolation, disconnection, and disposal of the existing two(2) base mounted chilled/heating water pumps.
 - 4) Provide, and set on the existing concrete pad a new, air cooled, 10.3 EER, high efficiency, 60 ton capacity, R410a refrigerant chiller.
 - 5) Provide, and set two (2) new pumps on the service pads of the removed pumps.
 - 6) Provide, and install copper piping from the existing outdoor chiller isolation valves to the new chiller. The new piping to include; strainer, flow switch, pressure gauges, and thermometers for the chiller.
 - 7) Provide, and install new hydronic specialties for both new pumps including; flex connectors, pressure gauges, and wye-strainers.
 - 8) Connect electrical power wiring from the existing service disconnects to the new chiller, and pumps.
 - 9) Connect the existing control system wiring to the new chiller.
 - 10) Install insulation with aluminum outer shield for the new copper piping outside near the chiller as well as insulation for the two(2) new pumps.
 - 11) Factory start up of the new chiller.
 - 12) Start up of the new pumps.

Alternates included in the proposal are:

- 1) If desired, triple duty valves to replace the existing ones can be added for an additional \$1965.00
- 2) Providing, installing, and setting up of a flow setting valve for the chiller to regulate the appropriate flow through the chiller, and not just a balanced flow equal to the total system, can be added for an additional \$950.00

This proposal DOES NOT include:

- 1) Overtime, or shift pay.
- 2) Applicable sales tax.
- 3) Electrical service for the chiller or pumps.
- 4) Anything not specified in the scope of work above.

This proposal and alternates listed below are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until: May 10, 2014

City Of Moline

Johnson Controls, Inc.

Name: _____

Name: Scott Harris

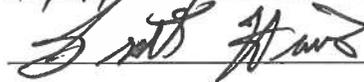
Title: _____

Title: Service Project Team Foreman

Date: _____

Date: 3/4/2014

PO: _____



TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson Controls, Inc. (hereinafter referred to as JCI), shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Purchaser agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge JCI for any costs or expenses without JCI's written consent unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICING & PAYMENTS.** JCI may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Ten percent (10%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 10% shall be included in JCI's initial invoice. Purchaser agrees to pay JCI the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request as the work progresses to the extent payments are received. If JCI's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
4. **WARRANTY.** JCI warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of ninety (90) days from delivery of said equipment, or if installed by JCI, for a period of ninety (90) days from installation. JCI warrants that for equipment furnished and/or installed but not manufactured by JCI, JCI will extend the same warranty terms and conditions which JCI receives from the manufacturer of said equipment. For equipment installed by JCI, if Purchaser provides written notice to JCI of any such defect within thirty (30) days after the appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment. For equipment not installed by JCI, if Purchaser returns the defective equipment to JCI within thirty (30) days after appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by JCI shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE
5. **LIABILITY.** JCI shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. In addition to the stated price, purchaser shall pay all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JCI's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.
8. **COMPLIANCE WITH LAWS.** JCI shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
10. **INSURANCE.** Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.
11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
13. **LEGAL FEES.** Purchaser agrees to pay and reimburse JCI for any and all reasonable legal fees which are incurred by JCI in the collection of amounts due and payable under this Agreement.
14. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
15. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.



Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA. 19462-1644
Ph (610) 832-8240

BID BOND

Bond Number: Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Johnson Controls, Inc.
5757 North Green Bay Avenue Milwaukee, WI 53209, as principal (the "Principal"),
and LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as surety (the
"Surety"), are held and firmly bound unto City of Moline
619 16th Street Moline, IL 61265, as obligee (the "Obligee"), in
the penal sum of Five Percent of Amount Bid Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents

WHEREAS, the Principal has submitted a bid for: City Hall Main Chiller Replacement

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no
period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the
Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding
or contract documents, or in the event of the failure of the Principal to enter into such contract and give such
bond or bonds, if the Principal shall pay to the Obligee the difference in money not to exceed the penal sum
hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith
contract with another party to perform the work covered by said bid, then this obligation shall be null and void;
otherwise to remain in full force and effect. In no event shall the liability hereunder exceed the penal sum thereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any claim by Obligee under this bond must
be submitted in writing by registered mail, to the attention of the Surety Law Department at the address above,
within 120 days of the date of this bond. Any suit under this bond must be instituted before the expiration of one
(1) year from the date of this bond. If the provisions of this paragraph are void or prohibited by law, the minimum
period of limitation available to sureties as a defense in the jurisdiction of the suit shall apply.

DATED as of this 27th day of February, 2014.

WITNESS / ATTEST

Joseph Matthews

Johnson Controls, Inc.

(Principal)

By: *Catherine B. Hutson* (Seal)
Name: Catherine B. Hutson
Title: Attorney-In-Fact

LIBERTY MUTUAL INSURANCE COMPANY

(Surety)

By: *Lucy A. Hantzsch* (Seal)
Attorney-in-Fact
Lucy A. Hantzsch

DELEGATION OF AUTHORITY

The undersigned, President of Johnson Controls, Inc., a Wisconsin corporation (the "Company"), pursuant to the authority vested in him by a certain resolution adopted by the Board of Directors of the Company on January 23, 1980, hereby authorizes

Catherine B. Hutson
Hays Companies
1200 N. Mayfair Road, Suite 100
Milwaukee, WI 53226

to perform, on behalf of the Company, and any wholly-owned subsidiaries, the acts described below:

To execute and deliver, as attorney-in-fact for the Company, surety bonds forwarded to Hays Companies by a Company authorized surety that do not exceed Two Million Dollars (\$2,000,000.00) that are necessary and proper in carrying on the business of the Company.

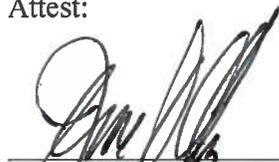
This authority shall remain in full force and effect for six (6) months from the date of issue.

Signed and sealed at Milwaukee, Wisconsin, this 27th day of February 2014.



Alex A. Molinaroli, President

Attest:



Jerome D. Okarma, Secretary

[SEAL]



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6396081

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cathy Hutson; Daniel J. Kwiecinski; Daniel J. Sapiro; Kathleen A. Crary; Lisa M. Slakes; Lucy A. Hantzsch; Tracy K. Matthews; Wendy S. Miller

all of the city of MILWAUKEE, state of WI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of December, 2013.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 20th day of December, 2013, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of February, 2014.



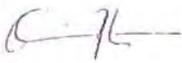
By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

	Equal Employment Opportunity and Affirmative Action		
	Policy		
Proprietary and Confidential	JC-HR-PY-02-E	Rev 06	Page 1 of 2

Revision	Release Date	Description of Changes
05	25-February-2010	• Clarified protected classes / groups (3.0)
06	26-April-2011	• Clarified description of a protected veteran (3.0)

Process Leader					
Automotive Experience		Building Efficiency		Power Solutions	
Christer Bergstroem		Kimberly Bors		Simon Davis	
Approved			Released		
Susan Davis		Trina Jashinsky			

Electronic copies valid without signature

1.0 Purpose

This policy defines the requirements for ensuring Equal Employment Opportunity and Affirmative Action.

2.0 Scope

This policy applies to all Johnson Controls locations in the United States and Canada.

3.0 Policy

It is the policy of Johnson Controls, Inc. to employ and advance in employment qualified persons without discrimination against any employee or applicant for employment because of race, creed, color, religion, sex, age, national origin, sexual orientation, marital status, disability status, status as a **protected veteran** (including disabled veteran or special disabled veteran, veteran of the Vietnam era, recently separated veteran, armed forces service medal veteran or other protected veteran) or any other characteristic protected by national or state/provincial law.

To effectuate our commitment to this policy, the Company has established affirmative action programs under which we will:

1. Recruit, hire, train and promote qualified persons in all job titles, and ensure that all other personnel actions are administered without regard to race, color, religion, sex, national origin, disability **or** status as a protected veteran.
2. Ensure that all employment decisions are based on valid job requirements so as to further the principle of equal employment opportunity.
3. Ensure that promotion decisions are in accord with principles of equal employment opportunity by imposing only valid requirements for promotional opportunities.
4. Ensure that all personnel actions, such as compensation, benefits, hiring, promotions, terminations, transfers, layoffs, return from layoff, Company-sponsored training, education, tuition assistance, social and recreational programs, will be administered without regard to race, color, religion, sex, or national origin.
5. Take affirmative action to employ and advance in employment women and minorities, qualified individuals with a disability **and** protected veterans at all levels of employment, including the executive level.

Master files are stored electronically and are available to all team members.
Printed copies of the master files are for reference only.

	Equal Employment Opportunity and Affirmative Action		
	Policy		
	Proprietary and Confidential	JC-HR-PY-02-E	Rev 06
			Page 2 of 2

6. Ensure employees and applicants shall not be subjected to harassment, intimidation, threats, coercion or discrimination because they have engaged in or may engage in any protected activity or exercised any protected right under equal employment opportunity or affirmative action laws or regulations.

The Line Management of each facility shall ensure the implementation of this policy in accordance with national and state/provincial law. The Corporate Vice President of Human Resources shall monitor the implementation and compliance to this policy.

4.0 References

- Employee Promotion and Transfer procedure (JC-HR-PR-12)
- Talent Acquisition procedure (JC-HR-PR-02)



**CITY OF MOLINE
BUSINESS LICENSE DIVISION**

1630 8 Avenue
Moline, IL 61265
(309) 524-2070

This license is not transferable.

THIS LICENSE APPROVED AND ISSUED BY

Kathleen Carr

Kathleen Carr, Finance Officer

JOHNSON CONTROLS INC
4703 15 STREET A

MOLINE IL 61265

License Number: 13-00024161
Lic. Expiration Date: April 30, 2014
Date Issued: April 23, 2013

Business Location: 4703 15 STREET A
Nature of Business: C: MECHANICAL/FORCED AIR (OTHER CITY)

License renewal is the responsibility of the license holder and must be renewed prior to the expiration date to avoid penalties.

Council Bill/Resolution No.: 1047-2014

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with Miller Trucking & Excavating, Inc. for Project No. 1190, 2014 Residential Sanitary Sewer Installation, in the amount of \$260,210.00.

WHEREAS, bids were publicly read on March 18, 2014; and

WHEREAS, bids were solicited with Miller Trucking & Excavating, Inc. submitting the lowest responsible and responsive bid; and

WHEREAS, sufficient funds are available.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

That the Mayor and City Clerk are hereby authorized to execute a contract with Miller Trucking & Excavating, Inc. for Project No. 1190, 2014 Residential Sanitary Sewer Installation, in the amount of \$260,210.00; provided, however, that said contract is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A" and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

April 1, 2014
Date

Passed: April 1, 2014

Approved: April 8, 2014

Attest: _____
City Clerk

Approved as to form:

City Attorney

CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this ____ day of _____, A.D., 2014, between **MILLER TRUCKING & EXCAVATING, INC.** of **3303 JOHN DEERE ROAD, SILVIS, IL 61282**, hereinafter referred to as the “CONTRACTOR,” and the CITY OF MOLINE, ILLINOIS, hereinafter referred to as the “CITY;”

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **TWO HUNDRED SIXTY THOUSAND TWO HUNDRED TEN AND NO/100 (\$260,210.00) DOLLARS**, hereby covenants and agrees, to and with the CITY, that it shall and will in good and workmanlike manner, furnish all the labor and material for **PROJECT NO. 1190, 2014 RESIDENTIAL SANITARY SEWER INSTALLATION** as set out in the plans and specifications.

Such work to be under the direction and to the satisfaction of the City Engineer, and in accordance with the plans and specifications, which are a part of this contract. The work to be commenced not later than 10 days after the execution of this contract; to progress regularly and uninterruptedly after it shall have been begun excepting as shall otherwise be ordered by the City Council of the City of Moline (hereinafter referred to as the “City Council”), or its authorized representative, and shall be finished and fully completed within the timeframe set forth in the specifications; the time of commencement, rate of progress and time of completion being essential conditions of this contract; PROVIDED, however that if the time of the performance of the contract herein be for any reason either expressly or by implication extended, such extension shall not affect the validity of this contract.

The Contractor further agrees that the unit prices submitted are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their

respective unit prices, the latter shall apply. When this contract shall be wholly carried out and completed on the part of the Contractor, and when said work has been accepted by the City, a sum of money shall be computed by multiplying the following unit prices by the quantity of items completed, it being understood that the following total sum of money listed is for the purpose of determining the amount of the performance, labor, material and maintenance bond only. Such payment shall be made as provided for in the said specifications.

This Contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors, subcontractors, and truckers to pay laborers, workers, and mechanics performing services on public works projects not less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The prevailing wage rates for projects for the City of Moline required by Moline Special Ordinance 4024-2013 are updated monthly by the Illinois Department of Labor and may be found at:

http://www.state.il.us/agency/idol/rates/ODDMO/ROCK_ISL.htm.

All contractors, subcontractors, and truckers rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. All contractors, subcontractors, and truckers shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons and shall preserve their weekly payroll records for a period of three (3) years from the date of completion of the contract. Weekly certified payrolls shall be sent to the City Engineer.

For further information, please refer to the Illinois Department of Labor’s website at:
<http://www.state.il.us/agency/idol>.

It is further provided that the CONTRACTOR shall upon the sealing of this contract, file with the CITY a good and sufficient bond in the penal sum of **TWO HUNDRED SIXTY THOUSAND**

TWO HUNDRED TEN AND NO/100 (\$260,210.00) DOLLARS conditioned upon the faithful performance and execution of the work covered by this contract according to the complete and detailed specifications and full and complete drawings, profiles and models therefore, and according to the terms and conditions of this contract, and conditioned also that the CONTRACTOR shall pay all debts incurred by said CONTRACTOR in the prosecution of such work, including those for labor and materials furnished. The CONTRACTOR further agrees to pay liquidated damages as set forth in the specifications for failure to complete the Project by the date specified.

IN WITNESS WHEREOF, the said Parties have executed these presents on the date above mentioned.

CONTRACTOR:

CITY:

CITY OF MOLINE, ILLINOIS

By: _____

By: _____

Mayor

Attest: _____

City Clerk

Approved as to form:

City Attorney

Date: _____

Date: _____

Performance Bond Attached

Certificate of Insurance Attached

Council Bill/Resolution No.: 1048-2014

Sponsor: _____

A RESOLUTION

AUTHORIZING approval of a Sole Source Purchase of Two Flygt Pumps, from Electric Pump, for the Riverbend Commons Street Sanitary Sewer Pump Station.

WHEREAS, the Riverbend Commons sanitary sewer pump station will operate on two submersible, centrifugal electric pumps; and

WHEREAS, the City of Moline has standardized to Flygt brand pumps in all sanitary and storm sewer pump stations in an effort to increase operational efficiencies; and

WHEREAS, staff recommends continuing this past practice by purchasing Flygt pumps for the new pump station from Electric Pump; and

WHEREAS, sufficient funds are available in WPC Reserves.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

That the Mayor and City Clerk hereby authorize the approval of a Sole Source Purchase of Two Flygt Pumps, from Electric Pump, for the Riverbend Commons Street Sanitary Sewer Pump Station.; provided, however, said proposal is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A," and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

April 1, 2014

Date

Passed: April 1, 2014

Approved: April 8, 2014

Attest: _____
City Clerk

Approved as to form:

City Attorney



ELECTRIC PUMP

4280 E 14th Street
Des Moines Iowa 50313
800-383-7867
Fax: 515-265-8079

February 25, 2014

Project: Western Illinois University
Location: MolineIL

Engineer: Shive-Hattery
Attention: John Browning
Email: jbrowning@shive-hattery
Phone: 309-764-7650

Regarding the above project, Electric Pump is pleased to submit this Budgetary proposal for the following equipment.

Submersible Chopper Pumps: 250 @ 20 TDH

Two (2) Flygt submersible Chopper pump model FP3085 491 impeller. This pump will deliver appx 256 gpm @ 20.2TDH, at 1690 rpm. An air filled 3 hp, 200-volt, 3 phase Explosion Proof motor will drive the pump. FLS and 50' of cable included. The impeller will be ductile iron combined with a a hardened white-alloy iron cutter plate. Standard Flygt paint.

Voltage: Verify on site voltage before bid.

Accessories:

Two (2) Non-sparking slide assembly
Two (2) **4" Discharge Elbow (Eccentric reducer if required is by the contractor)**
Four (4) 2" SS guide rail (**based on max station depth of 20 ft**)
Two (2) 2" SS upper guide bar bracket (**standard bracket only**)
One (1) SS Cable holder
Two (2) SS Chain assembly for lifting
One (1) Grip for above chain
Two (2) Module for thermal and moisture monitoring (will be in panel)
Two (2) Floats for back up
One (1) Duplex Control panel: Nema3R 304SS enclosure, wall mount, Aluminum inner door, 30mm oiltight pilot lights & switches, 3KVA control power transformer, strip heater, Fused phase monitor, Duplex GFI receptacle, MultiSmart controller & Probe, Modbus, Flo calc, MTISB barrier, Probe for level sensing, Submeg, Time meter for each pump, Time meter for simultaneous run time, Pump "Called" pilot lights for each pump, HOA switch for each pump, Square D breakers and starters, MOSF for seal fail/temp,

Sensaphone 400 alarm dialer, Dry contacts for alarm conditions, Inner door mounted high level pilot light with "dim glow" feature during Normal conditions, bright flash during alarm conditions, Audible alarm horn with inner door mounted Silence pushbutton, Inner door mounted float backup "Enable/Disable" switch

One (1) Aluminum access hatch: wet well, double door, 26 x 42 clear opening, Safety Grating
One (1) Complete Aluminum cover for Valve vault with access door.

Total Budget Quote: \$ 46,610.00
This price does not include tax.
Price does include Start up and freight.

Note:

Anchor Bolts, Junction Box, Valves, Gauges, Piping and anything not specifically mentioned in the above quote will be by the contractor. This quotation is based on our interpretation of the plans and specifications received at time of this proposal. This quote includes only material and services listed, and is subject to the correction of errors due to vague specifications. Deviation from our proposal, either official or otherwise, shall modify these prices.

If you have any questions or concerns, please feel free to call at 1-800-383-7867. Thank you for your consideration.

Sincerely,

Steve McIntyre

Council Bill/Resolution No.: 1049-2014

Sponsor: _____

A RESOLUTION

APPROVING a Resolution for Improvement by Municipality under the Illinois Highway Code for Motor Fuel Tax (MFT) Section 14-00260-00-RP, IL 5 Widening.

WHEREAS, a Resolution for Improvement is necessary to use budgeted MFT funds for the City of Moline's portion of the John Deere Road Widening Project; and

WHEREAS, MFT funds of \$345,000.00 are budgeted in the 2014 CIP for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

That the City Council finds it in the best interest of the City of Moline, Illinois, to approve a Resolution for Improvement by Municipality Under the Illinois Highway Code for Motor Fuel Tax (MFT) Section 14-00260-00-RP, IL 5 Widening; provided, however, that said resolution is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A" and has been approved as to form by the Law Director.

CITY OF MOLINE, ILLINOIS

Mayor

Date

April 1, 2014

Passed: April 1, 2014

Approved: April 8, 2014

Attest: _____
City Clerk

Approved as to form:

City Attorney



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
IL 5		I-74	41 st St

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of City of Moline's portion of IDOT's IL5 (John Deere Road)
widening project

and shall be constructed _____ wide
and be designated as Section 14-00260-00-RP

2. That there is hereby appropriated the (additional Yes No) sum of _____
three hundred forty five thousand Dollars (\$345,000.00) 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 _____
Date
IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this
_____ day of _____
(SEAL)

City, Town, or Village Clerk

Council Bill/Resolution No.: 1050-2014

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an agreement with Kucera International, Inc., for the 2014 Aerial Mapping Project at a cost of \$45,456.50.

WHEREAS, region-wide digital orthophotography is a valuable resource for local government, including the areas of planning, economic development, public safety, engineering, land records management, assessment, emergency management, and others; and

WHEREAS, updated aerial imagery serves a public need and interest of our constituents; and

WHEREAS, a cost sharing approach for acquisition of digital orthophotography among local agencies and government participants provides savings for each entity; and

WHEREAS, Bi-State Regional Commission published an RFP for the 2014 Aerial Mapping Project in October of 2013; and

WHEREAS, Kucera International, Inc., was the lowest responsive and responsible bidder for the project and is contracting separately with all participating agencies for customized sets of data deliverables.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

That the Mayor and City Clerk are hereby authorized to execute an agreement with Kucera International, Inc., for the 2014 Aerial Mapping Project at a cost of \$45,456.50; provided, however, that said proposal is substantially similar in form and content to Exhibit "A", attached hereto and incorporated herein by this reference hereto, and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to Form:

City Attorney

CONTRACT AGREEMENT

KUCERA INTERNATIONAL INCORPORATED
AERIAL PHOTOGRAPHY - DIGITAL PHOTOGRAMMETRY - GIS SERVICES

MAIN OFFICE:	38133 Western Parkway	Willoughby, Ohio 44094	(440) 975-4230
BRANCH OFFICES:	3889 Grove City Road	Grove City, Ohio 43123	(614) 539-3925
	110 W Reynolds St., Suite 207	Plant City, Florida 33563	(813) 754-9247
	1121 Boyce Road, #3100	Pittsburgh, Pennsylvania 15241	(724) 942-2881

This Agreement is made this ____ day of _____, 2014, between City of Moline, 619 Sixteenth Street, Moline, IL 61265, hereinafter referred to as the "City," and Kucera International Inc., an Ohio corporation, 38133 Western Parkway, Willoughby, OH 44094, hereinafter referred to as the "Consultant."

WHEREAS, the City desires to engage the Consultant to provide professional aerial mapping services as part of the Bi-State Regional Commission Greater Quad Cities Region 2014 Aerial Mapping Project.

WHEREAS, the Consultant desires to render those services as described in Section 1: Scope of Services;

NOW, THEREFORE, the City and the Consultant in consideration of the mutual covenants contained herein agree as follows:

SECTION 1: SCOPE OF SERVICES

A. The Consultant will provide to the City professional aerial mapping/photogrammetric services which will generally consist of digital aerial photography and digital orthophotography covering a designated area of 34.9 square miles, aerial lidar surveying and digital elevation model (DEM) production covering a designated area of 41.1 square miles and digital terrain model and two foot contour mapping covering 33.2 square miles.

The digital aerial photography will be captured in 4-band at a resolution of 0.25' (3") or higher and the digital orthophotography will be furnished at 0.25' (3") resolution in 3-band color in uncompressed form using the designated project tile scheme and in SID-compressed mosaic form.

The area lidar surveying and DEM production will support future 1' contour mapping. The DTM will consist of DEM and breaklines and will be used for the 2' contour generation. The data deliverables will include FGDC metadata. The

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various data deliverables will include FGDC metadata. The services to be performed are more specifically described in the Bi-State Commission's October 22, 2013 Greater Quad Cities Region 2014 Aerial Mapping Project RFP and the Consultant's corresponding proposal submission, relevant excerpts of which are attached hereto as Exhibits A and B, respectively. The project areas are shown on Exhibit C attached hereto.

SECTION 2: DEFINITION OF TERMS

- A. **Contract Officer** - shall refer to the duly designated City official charged with general administration and coordination of matters related to this Agreement on behalf of the City.
- B. **Project Coordinator(s)** - shall refer to the City's designated person or persons who will serve as primary points of contact and be responsible for coordinating all aspects of work to be performed with the Consultant's assigned Project Manager.
- C. **Chief Administrator** - shall refer to an official of the Consultant charged with general administration and coordination of matters related to this Agreement.
- D. **Project Manager** - shall refer to the person assigned by the Consultant to serve as the Consultant's primary point of contact, with responsibility for oversight of the Consultant's work, reporting the status of the work, and otherwise coordinated with the City Project Coordinator.
- E. **Project Area(s)** - shall refer to the areas designated for which the Consultant shall perform the services referenced and described in this Agreement.
- F. **Work/Deliverables** - shall refer to all data provided to the City corresponding to the contracted services and described herein, e.g., imagery, reports, digital mapping, etc.
- G. **Delivery** - shall refer to transmittal of data corresponding to the contracted services from the Consultant to the City.
- H. **Acceptance** - shall refer to the City's written or verbal acknowledgment of approval of deliverables submitted and associated series performed by the Consultant.

SECTION 3: RESPONSIBILITIES OF THE CITY

- A. The City shall assign a Project Coordinator(s) with the authority to review and approve materials and deliverables submitted by the Consultant to act as liaison between the City and Consultant.

- B. The City shall within a reasonable time frame review any samples or deliverables and approve or comment on same.

- C. The City shall within a reasonable time after a request is received from Consultant answer or address any unforeseen questions that may arise during the course of the work to be performed by Consultant.

- D. The City shall provide any designated City-owned or contracted source data (e.g., ground control) to the Consultant required to complete the project work and shall apprise the Consultant as possible of other known available source materials which may aid in the performance and check of the work.

- E. The City at its expense shall pay for the shipment of any materials to the Consultant.

SECTION 4: RESPONSIBILITIES OF THE CONSULTANT

- A. The Consultant agrees to perform in a professional manner all of the services outlined in Section 1: Scope of Services and as further described in Exhibits A and B.

- B. The Consultant agrees that no changes shall be made in the services outlined in Section 1: Scope of Services and/or Exhibits A, B, and C without the express written prior consent and Agreement of the City and the Consultant.

- C. The Consultant shall be fully responsible for the technical adequacy and accuracy of the work. No action by the City in its review, approval and/or acceptance or by any payment made hereunder shall be construed as a waiver of the technical adequacy and accuracy of the Consultant's work.

- D. The Consultant shall assign to the work a Project Manager whose duties will be to oversee and coordinate the work with the City's Project Coordinator(s) and make regular status reports to the City.

- E. The Consultant shall pay for the shipment of all deliverables and materials to the City.

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F. The Consultant shall begin to perform the services upon receipt of the City's notice to proceed signed by the Contract Officer or designee of the same and shall complete such work as outlines in Section 5: Time of Completion.

G. The Consultant will retain a backup copy of all significant interim and final data produced for the contract, e.g., raw aerial imagery, updated DEM, digital orthophoto imagery, etc.

H. The Consultant shall obtain any non-City owned/outside source materials designated for use in the completion of the contract work.

SECTION 5: TIME OF COMPLETION

The Consultant agrees to complete the project work according to the following schedule:

<i>Phase</i>	<i>Start</i>	<i>Complete</i>
Project initiation	3/15/14	3/20/14
Ground control survey (by City/County consultant)	3/20/14	4/30/14
Aerial lidar flyover	3/20/14	4/20/14
Aerial data processing, inspection, report	4/20/14	5/15/14
Lidar bare earth classification	5/15/14	7/15/14
Pilot project	7/15/14	8/15/14
Digital orthophoto and DEM production/delivery	8/15/14	11/15/14
DTM/2' contour mapping	9/15/14	12/15/14
Project wrap-up/report	12/15/14	12/30/14

The contract work shall be completed by December 2014, with the exception of add-on work mutually agreed to be subsequently completed and any revisions or additions to the work required for contract compliance determined subsequent to completion/delivery.

Consultant agrees to exercise reasonable care and diligence in anticipating potential problems and delays in completing the work. Such care shall include anticipating and making provision for loss of critical employees, normal failure of equipment, and other such schedule-disrupting occurrences normally experienced and reasonably capable of being anticipated by like organizations.

Extensions of time may be granted by the City upon written request of the Consultant, provided such request is made prior to the expiration of this Agreement, do not involve acts of failure by Consultant to exercise reasonable care and diligence as noted above, and are based on documented evidence of need under one or more of the following criteria:

1. Any required aerial photo reflights which may be necessary and cannot be completed during the calendar year in which the Project Area work is authorized.

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2. Delays by the City in providing notices to proceed, City-designated source data, or review/acceptance of the Consultant's work.
3. Significant changes in the scope of work/project parameters which affect scheduling.
4. Acts of nature or other conditions or circumstances beyond the control of the Consultant which are not due to its negligence or that of its employees, agents or assigns, but which affect the Consultant's ability to perform

SECTION 6: PROGRESS REPORTS

Following the first day of execution of this Agreement, the Consultant shall submit reports of progress at least monthly which describe work completed up to the date of such report.

SECTION 7: DELIVERY OF WORK/DELIVERABLES

Consultant shall certify to the City when the work or any portion thereof has been completed and products of such work have been delivered to the City for inspection.

SECTION 8: INDEPENDENT CONTRACTOR STATUS

The status of the Consultant under this Agreement with respect to the services to be performed by the Consultant hereunder shall be that of "independent contractor." Nothing herein shall be construed to create an employer/employee relationship between the City and the Consultant or any other subconsultant hired by the Consultant.

SECTION 9: COVENANT AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach of violation of this warranty, the City shall have the right to annul this Agreement without liability, or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, percentage, brokerage fee, gifts, or contingent fee.

SECTION 10: INSURANCE

Consultant shall take out and maintain during the life of this Agreement such public liability and property damage insurance as shall protect Consultant and the City from claims for damages for personal injury, including accidental death, as well as for claims for property damage, which might arise from operations under this Agreement, whether such operations be by Consultant or any subconsultants, or by anyone directly or indirectly employed by either of them.

Consultant shall also take out and maintain for the term of this Agreement the following coverages: \$2 million general aggregate general liability; \$1 million combined single limit automobile liability; \$3 million aircraft insurance; \$5 million excess liability; statutory workers' compensation liability; and professional liability in the amount of not less than \$1 million. The City, its elected and appointed officials and employees are to be named as additional insureds.

All insurance coverages required in this Agreement shall be maintained in force for one (1) year after final payment of purchases made thereunder. The Consultant shall provide the City with certificates of insurance on all policies required under this Agreement prior to the start of work.

All insurance policies shall be issued by responsible companies who are acceptable to the City. The Consultant shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy will not be canceled, reduced, restricted, or limited until thirty (30) days after the City has been notified in writing by registered or certified mail, return receipt requested. Certificates of insurance shall contain transcript from the proper office of the insurer, the location, the operations to which the insurance applies, the expiration date, and the above-indicated notification clause.

SECTION 11: WARRANTY

The Consultant, by signing this Agreement, acknowledges full understanding of the extent and character of the work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Consultant serves as its stated commitment to fulfill all the conditions referred to in this Agreement.

Consultant warrants that the work performed and deliverables provided under this Agreement shall conform to the project specifications and the relevant recognized standards and procedures of the aerial mapping profession, including National Standards for Spatial Data Accuracy (NSSDA) and US Geological Survey Lidar Base Specifications V1.0 (USGS LBS) as applicable. The work

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shall be of high quality, and within the tolerances allowed by the project specifications and standards. If the Consultant is notified in writing by the City of a discrepancy, deficiency, inaccuracy, or fault in the work, within thirty (30) days of such notice the Consultant shall re-perform such portions of the work necessary to correct the fault. If the fault requires a repeat of the aerial flyover of the project area, the repeat flyover will be performed at the first available opportunity at a time of the year mutually agreed upon with and approved by the City. All rework shall be made at no additional cost to the City.

The warranty will apply indefinitely for major errors/defects found in Consultant's mapping and for one year from the time of final data delivery for cosmetic/minor revisions and replacement of lost data files previously documented to be delivered. The Consultant shall not be liable for secondary, incidental or consequential damages of any nature resulting from any work properly performed under this Agreement.

SECTION 12: INSPECTION AND CORRECTION

The Consultant shall correct any major defects/errors in the work found following the City's review period, and shall make accessible to the City any information, data, materials and processes the City deems reasonably necessary to evaluate and confirm the accuracy and quality of Consultant's work. The Consultant shall not be liable for any expense of the City's review or inspection processes.

The City shall promptly following its inspection notify the Consultant of the nature of any work deemed non-acceptable. Upon such notification Consultant shall within sixty (60) days replace, modify or adjust its work to meet specifications, at its expense. Work shall be considered acceptable to the City if indicated as such by the absence of other notification.

SECTION 13: ACCEPTANCE

The City shall give written notice of its acceptance or non-acceptance of work to Consultant within a 90-day review period. If no such notice is given to the Consultant, the work shall be deemed accepted by the City, subject to the Consultant's warranty.

SECTION 14: OWNERSHIP AND USE OF PROJECT DATA

A. The Consultant hereby understands and acknowledges that any and all information gathered, generated and delivered to the City as outlined in the Scope of Services is for the exclusive use and benefit of the City, and shall be the sole property of the City and that such information shall not be disseminated by the Consultant without the express written consent of the City.

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B. All information, data, designs, plans, drawings, maps, imagery, specifications or other work furnished to or developed for the City by the Consultant, its employees, agents, or assigns, pursuant to this Agreement, shall be the sole property of the City, and all rights therein are reserved by the City. The Consultant, its assigns, employees, or agents shall not provide any imagery or map data developed under this Agreement to any party other than the City without the City's consent.

C. During the course of the work, the Consultant, upon the express written consent of the City, may fill requests by non-City agents, business entities or individuals for services/products from the project data which are not part of this Agreement. Should this occur, the Consultant shall charge a reasonable fee for its service and at the City's option will credit the City an agreed upon percentage of such fees.

D. Upon the completion of the work, the City may at its option enter into a contract with the Consultant to supply products and services which the City may not be equipped to furnish to non-City agencies or individuals. The Consultant will as needed furnish a list of products and services over and above those furnished to the City along with fees for such products and services, and the City may direct the Consultant to charge such fees for them, as the City deems appropriate.

E. The Consultant hereby agrees to maintain one copy of all information gathered, generated and delivered within its office in digital computer file form to serve as a backup to the data furnished to the City. Should the City suffer the loss of any of its data the Consultant agrees to replace same from its files at a reasonable fee for a period of ten years.

F. The City shall be entitled to rely on the technical accuracy of the data furnished by the Consultant with the understanding that the Consultant is not responsible for alterations made to and/or improper interpretation/use of the data by the City.

SECTION 15: COPYRIGHTS AND DISCLAIMERS

A. Copyright and title to all final deliverable products (e.g., aerial imagery, digital orthophotography) shall pass from the Consultant to the City upon the City's payment for the deliverables.

B. Use by an outside party of the project data while in the Consultant's possession shall require advance approval from the City.

C. If the project data is to be made available by the City for use by outside entities, the City and Consultant shall prior to entering an Agreement with said

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outside entity prepare a statement/disclaimer as to is proper use/interpretation for the protection of both the City and Consultant.

SECTION 16: COMPENSATION FOR CONSULTANT'S SERVICES

In consideration for the services performed hereunder, Consultant shall be paid the following by project phase:

1. Digital aerial photo acquisition 34.9 sq. miles at \$100	\$ 3,490.00
2. Color digital orthophotography 34.9 sq. miles at \$115	\$ 4,013.50
3. SID compressed orthophotography	\$ 280.00
4. Aerial lidar survey and 1' contour-grade DEM 41.1 sq. miles at \$230	\$ 9,453.00
5. DTM and 2' contour mapping 33.2 sq. miles at \$850.00	<u>\$ 28,220.00</u>

Total Contract Amount \$ 45,456.50

Invoicing for each phase will be based upon documentation of percentage completion and/or transmittal of corresponding phase deliverable.

The fees listed above include all ancillary services/products required for each cost item as defined in Exhibits A and B. Optional services will only be performed by the Consultant with written authorization of the City at mutually agreed cost.

SECTION 17: INVOICING

The Consultant's invoices shall be submitted over the course of the contract and reflect work completed and delivered and/or documented by percentage of project phases as indicated in Section 16 (Compensation) of the Contract Agreement. The City agrees to review and process/pay the Consultant's invoice within thirty (30) days of receipt. If an invoice is validly disputed by the City or otherwise found to be in error, the invoice will be voided and a new invoice submitted at the agreed amount with a new thirty (30) day payment period.

SECTION 18: PRICE GUARANTEE

The fees quoted for work contracted for by the City as part of this Agreement, or quoted by the Contractor for additional services during the course of this Agreement shall be applicable until December 31, 2015. Should the City defer any portion of the originally specified work beyond this date, the fee for such work deferred may be adjusted by the Consumer Price Index (CPI) for the prior year or other mutually agreed upon factor.

SECTION 19: COMPLIANCE WITH THE LAW

A. The Consultant under this Agreement is an equal opportunity employer and shall conduct all contract activities without regard to race, color, national origin, sex, sexual orientation, religion, age, and other such contract participant characteristics to the extent that such do not interfere with satisfactory contract performance.

B. The Consultant shall at all times observe and comply with all applicable statutes, ordinances, rules and regulations of federal, state and local governments in effect at the execution of this Agreement.

SECTION 20: TERMINATION

This Agreement shall terminate upon the City's acceptance of and payment for all authorized deliverables and services. The Consultant will retain a backup copy of all final and significant interim data deliverables for the contract, e.g., , DEM, planimetric mapping, etc.

The City may terminate this Agreement with 60 days written notice to the Consultant for reasons unrelated to the Consultant's performance (e.g., lack of adequate funding for continuation). In the event of such termination, the City shall be liable for the payment of all work properly performed prior to the effective date of termination, including all portions of work which were partially completed.

If for any cause the Consultant shall default in the performance of this Agreement or any part thereof and has failed to address such default within sixty (60) days after receipt of written notice sent by certified mail, return receipt requested, specifying such default, the City may terminate this Agreement at its option and sue the Consultant based upon a failure of the Consultant to adhere to this Agreement.

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SECTION 21: AMENDMENTS

No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of each party hereto.

SECTION 22: AGREEMENT INTEGRITY AND PRECEDENCE

This document and attachments represent the full and final Agreement between the Consultant and the City. If any provisions of the Agreement are deemed void or unenforceable, all other provisions will remain in effect.

In the event of a discrepancy, conflict, or incongruity between the project RFP specifications (Exhibit A) and the Consultant's technical proposal (Exhibit B) or other directives not mutually agreed to by the City and Consultant, the project RFP specifications shall have precedence unless otherwise mutually agreed by the City and the Consultant.

SECTION 23: JURISDICTION AND SIGNATURES

This Contract is hereby signed in the State of Illinois and the laws of the State of Illinois shall be applicable hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date hereinabove first written.

CITY OF MOLINE

By: _____

Attest: _____

KUCERA INTERNATIONAL INC.

By:  _____
John Antalovich, Jr., PE
President

Council Bill/Resolution No. 1051-2014

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute Licensing Agreements for 2014 permit approved applications for use of public right-of-way or City-owned property.

WHEREAS, all proposed licensing agreements are currently presented to the City Council for approval one at a time, which oftentimes delays the construction schedule for the requested activity; and

WHEREAS, in addition, the cost of the \$560 application fee to recoup the staff time involved in the process is seen by contractors and others as excessive; and

WHEREAS, City staff wishes to streamline the coordination and approval process by implementing a procedure that will allow staff to administer and approve all 2014 licensing agreements and allow the Mayor and City Clerk to execute the approved licensing agreements without each agreement being presented to City Council; and

WHEREAS, staff believes this process will provide improved customer service by minimizing construction delays and staff time and allow a reduction in the cost to process the applications from \$560 to \$150 per project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

That the Mayor and City Clerk are hereby authorized to execute Licensing Agreements for 2014 approved permit applications for use of public right-of-way or City-owned property; provided, however, that said Agreements are in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A," and have been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

April 1, 2014

Date

Passed: April 1, 2014

Approved: April 8, 2014

Attest: _____

City Clerk

Approved as to Form:

City Attorney

LICENSEE: *2014 Licensing Agreements*

LICENSING AGREEMENT

PARTIES: The LICENSOR is the City of Moline, Illinois, a municipal corporation, hereinafter called the CITY.

 The LICENSEE is a *2014 Licensing Agreement Applicant* hereinafter called the LICENSEE.

PREMISES: On, underneath or overhanging *public right-of-way or City-owned property*

USE: LICENSEE shall be allowed only to: Use a public right-of-way, or City-owned property for installing approved structures that are located on, overhanging or underneath the premises.

INTEREST LICENSEE acquires only the right to: Use a public right-of-way, or City-owned property in conjunction with the *2014 Licensing Agreement*.

 The Licensing Agreement is not assignable without prior written approval of the CITY and the LICENSEE shall give the CITY at least twenty-one (21) days notice in writing of the intention to assign. If assignment is made without notice and approval, the CITY, in addition to any remedies for breach hereof, may hold the LICENSEE responsible for all things to be done, fees to be paid and documents to be filed under the terms hereof. No proprietary, ownership, possessory, possessatory, or other rights, except as specifically given herein, are to be acquired by the LICENSEE.

TERM: *The term of this Licensing Agreement is from:*

April 1, 2014 through December 31, 2014

FEE: The usage charge is \$30 per year.

CONDITIONS: LICENSEE shall indemnify and hold the CITY harmless from all acts in connection with use or misuse of the premises, and from any/all accidents on the premises. The LICENSEE shall procure, at its own expense, an Insurance Policy also **naming the CITY as additional insured** to protect the CITY from all damages to person or property on the premises resulting from accidents on the premises and also **naming the STATE OF ILLINOIS as an additional insured, if applicable**. Said policy or certificate shall be deposited with the CITY prior to the event and shall be in an amount not less than \$ 1,000,000 for bodily injury, or death, property damage, all types of liability and \$2,000,000 aggregate, and **shall contain language satisfactory to the City of Moline**, pursuant to Chapter 6, Section 2104, of the Moline Code of Ordinances.

LICENSEE shall be the primary insured.

LICENSEE shall have the duty and responsibility to maintain the premises in a safe and neat condition, as determined by the CITY.

Upon termination of the Licensing Agreement, LICENSEE shall restore the premises to its condition prior to issuance of Licensing Agreement, or property on the premises shall become the property of the CITY - at the CITY' s option.

Any construction on the premises shall be done under the direction of the CITY. The CITY and its authorized agents shall have the right to enter upon the premises for municipal purposes.

LICENSEE:

CITY OF MOLINE, ILLINOIS:

2014 Licensing Agreements

By: _____
Mayor

By: _____

Address and Telephone:

Attest: _____
City Clerk

Date: _____

Approved as to Form:

City Attorney

Council Bill/Special Ordinance No.: 4007-2014

Sponsor: _____

A SPECIAL ORDINANCE

AUTHORIZING the Utilities General Manager to accept a technical services proposal from River Cities Engineering for upgrade of Water Treatment Plant control system hardware and software and integration of UV disinfection equipment, which includes a base amount of \$77,687.00, and specific pricing for added scope work, should such work be required.

WHEREAS, the City of Moline is installing UV disinfection equipment at the Water Treatment Plant to comply with Illinois Environmental Protection Agency drinking water regulations; and

WHEREAS, the Water Treatment Plant control system hardware and software must be upgraded and the UV disinfection equipment must be integrated into said control system to allow for proper monitoring and control of the UV disinfection process; and

WHEREAS, the Water Treatment Plant control system upgrades and integration work must be completed in a competent and timely manner while the Water Treatment Plant is in operation without disrupting treatment and pumping operations; and

WHEREAS, River Cities Engineering has previously provided high quality technical services for and is thoroughly familiar with the Water Treatment Plant control system; and

WHEREAS, River Cities Engineering has provided a technical services proposal for required Water Treatment Plant control system upgrades and UV disinfection integration work; and

WHEREAS, City staff has determined that River Cities Engineering proposal best meets the needs of the City, in regard to the timely and successful completion of the UV disinfection project.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

Section 1 – That Utilities General Manager is hereby authorized accept a technical services proposal from River Cities Engineering for upgrade of the Water Treatment Plant control system hardware and software and integration of UV disinfection equipment, which includes a base amount of \$77,687.00, and specific pricing for added scope work, should such work be required, provided said proposal is substantially similar in form and content to Exhibit “A,” attached hereto and incorporated herein by this reference thereto, and has been approved as to form by the City Attorney.

Section 2 – That this ordinance is an exercise of the City’s home rule powers granted to it by virtue of Article VII, Section 6 of the 1970 Illinois Constitution, and shall therefore take precedence over any conflicting State statutes or rules.

Section 3 – That this ordinance shall not constitute a repeal of any or all ordinances or resolutions in conflict herewith, but shall be construed as a one-time variance to Chapter 27 with regard to such conflicting ordinances or resolutions.

Section 4 – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to Form:

City Attorney



125 West 76th Street
Davenport, Iowa 52806
563.386.4777 Voice
563.386.4999 Fax
www.rivercities.us Internet

February 19, 2014

Mr. Greg Swanson
City of Moline
30 – 18th Street
Moline, IL 61265

RE: Water System Controls HMI Upgrade and UV System Integration

Quote: 13440

Dear Greg:

We are pleased to present the following proposal for your consideration:

Project Summary

The City of Moline has requested that River Cities Engineering provide pricing for upgrading the iFix HMI portion of the water system controls. The current iFix software is out of support and will not run on a Windows 7 operating system platform. River Cities Engineering is also providing pricing for the integration of the UV system being added to the current filter control system.

Scope of Work – HMI Upgrade

River Cities Engineering is to provide the latest Proficy iFix software for each component of the water system control HMI application. This includes the control room unlimited iFix SCADA development node, the control room unlimited iFix SCADA runtime node and the historian server node. The three iClient nodes in the offices are to be switched to iFix Webspaces. The control room iClient development node is to be eliminated. River Cities Engineering is proposing to provide Proficy Portal software that is to be utilized as a reporting tool for data that is collected in the Historian server. River Cities Engineering will provide report templates and training for plant personnel to produce reports as needed. Two Windows 7 Professional Workstations for the control room are to be provided by River Cities Engineering. The current server used for the historian will be reused. River Cities Engineering will load all software on all iFix and historian machines, convert the existing applications to the current revisions, load and test the applications.

HMI Upgrade Deliverables

River Cities Engineering will provide the following services for the City of Moline HMI upgrade portion of this project:

- Latest Revisions of Proficy iFix Software
- Latest Revisions of Proficy Historian Software
- Latest Revisions of Proficy Portal Software
- Dell Computer Workstations Running Windows 7 Professional
- Proficy Software Loading and Setup Labor
- Proficy Portal Report Template Setup and Training
- Application Conversion and Setup Labor
- Onsite Application Checkout Labor

Scope of Work – UV System Integration

River Cities Engineering is proposing to provide integration services as outlined in section 40 90 50 of the "Process Control System Description" provided by the City of Moline. From this document, the scope of work is detailed below.

SYSTEM INTEGRATION

- A. River Cities Engineering will provide all labor, materials, equipment, and incidentals as shown, specified, and required to test, start-up, and place in satisfactory operation a complete process control system.

SYSTEM DESCRIPTION

- B. The Control descriptions provide the functional requirements of the Control represented in the Contract Documents.
 1. Descriptions will be provided as follows:
 - a. Control system overview and general description.
 - b. Equipment to be controlled.
 - c. Major field mounted instruments (does not include local gauges).
 - d. Manual control functions.
 - e. Automatic control functions/interlocks.
 - f. Major indications provided at local control panels.
 - g. Remote indication and alarms.
- C. The Control descriptions are not intended to be an inclusive listing of all elements and appurtenances required to execute loop functions, but are rather intended to supplement and complement the Drawings and other Specification Sections. The Control Descriptions will be the base document for the SYSTEM INTEGRATOR creation of the Control

Strategies. Identification of required elements, documentation, and coordination between loops are to be developed during shop drawings. Finalizing and tuning of strategies, as required by process characteristics, are to be completed during startup.

SUBMITTALS

D. General: Provide all submittals, including the following, as specified in Division 01.

E. Action Submittals

1. Product Data: Submit manufacturer's official and published product data, specifications, and installation recommendations for each item.
2. Shop Drawings: Submit shop drawings as per Section 01 33 00, and as required below. Include the following information in each submittal:

Complete control descriptions/strategies developed from the Control Descriptions specified.

- a. I/O List complete with Instrument Ranges and Alarm levels, setpoints.
- b. Each permissive detailed.
- c. Provide complete control description for all areas of control. Including sufficient detail for a complete understanding of each operator controllable set point, failure modes, flow balancing and level controls.
- d. Submit complete control descriptions for all areas of control within control parameters as described within.
- e. All screens for all control strategies will be completed and included in the submittal.

F. Contract Closeout Information Submittals: Provide submittals as required below.

1. Project Record Documents: In addition to requirements described in Division 01, Contract Closeout, provide the following:
 - a. Program documentation: Provide paper copies of all software development and configuration including listing of all register tables.
2. Operation and Maintenance Data: Provide operation and maintenance manuals as specified in Division 01. Include the following information:
 - a. Software licenses.
 - b. Documentation of programming of graphic screens.
3. Warranty: Provide warranty certificate as described in Division 01.

1.2 QUALITY ASSURANCE

- A. General: Provide Quality Assurance as specified in Division 01.
- B. The purpose of this section is to convey information required for complete and functioning systems. System Integrator is responsible for all details necessary to properly program, configure, adjust, and commission the software requirements to place in operation the UV Disinfection systems.
- C. Meetings
 - 1. Schedule the following meetings:
 - a. Two (2) Process Control System Coordination Meetings of up to four (4) hours each and one (1) I&C Coordination Meeting of up to four (4) hours will be held to review Project activity, the submittal schedule, documentation requirements, and application software programming requirements for the Process Instrumentation and Control System.
 - (1) During the first coordination meeting (4 hours), the ENGINEER and OWNER will review the functional description for the System and respond to initial questions raised by the System Integrator as to design intent.
 - (2) The remaining two (2) meetings will be conducted to provide ENGINEER and OWNER review of programming effort and further clarification of design intent for the functional description of the System.
 - b. Schedule two (2) eight hour report workshops, the first for use as report development workshop and the second as a report review workshop, both as described in 40 90 50 section 3.3 below.
 - c. Process Control System Coordination Meetings will be held at Plant Site. System Integrator's designer specifically assigned to Project, OWNER, and ENGINEER, will attend meetings as required.
 - d. When requested by OWNER, and/or ENGINEER, System Integrator will attend Construction Project Meetings held at WWTP.

1.3 RESPONSIBILITY

- A. System Integrator will provide application software programming as specified herein.

1.4 APPLICATION SOFTWARE PROGRAMMING

- A. The System Integrator will provide application software programming as specified in this and related Sections. System Integrator will download and test application software programming after successful completion of:
 - 1. Coordination with Process Control System Commissioning as specified in Section 40 80 50.

B. Equipment Testing

1. The Contractor will test the UV Disinfection equipment without the benefit of the SCADA system or SCADA programming required by this section prior to testing as part of this system.
2. Software based Equipment Testing and Start-Up will not begin until System Integrator has successfully completed application software programming, downloading, and testing, including all workshops and coordination meetings.
3. The System Integrator shall fully demonstrate software operation of UV Disinfection equipment for each filter using installed P/CC, FOP PLC, HMI software and graphics. The demonstration shall be witnessed by Engineer and Owner.

PART 2 EXECUTION.

2.1 UV DISINFECTION CONTROL – SYSTEM COMPONENTS

- A. The ETS UV disinfection system includes a packaged control system to control the output of UV system automatically in response to changes in flow and water clarity. The packaged control system is designed to interface with several external systems directly through the PLCs and through SCADA for control and monitoring. The systems are as follows:
 1. Operation and Control Systems provided by ETS:
 - a. P/CC
 - b. OIT
 - c. UPS
 - d. UVI-UV Intensity Measurement
 - e. UV Lamp Control
- B. The UV disinfection system will have additional equipment installed for use by the OWNER to operate the system. The OWNER plant SCADA system will control these points, monitor the ETS UV system and provide some control points to the ETS UV system via hard wire connections. SCADA will monitor Effluent Turbidity, Effluent Flow, and monitor and control the Effluent Valve. The OWNER through SCADA connection to the P/CC will provide the plant flow signal and select operation modes of the UV System. The systems are as follows:
 1. Operation, Control and Monitoring Systems provided by SCADA:
 - a. UV Transmittance (via P/CC)
 - b. UV Filter Effluent Turbidity Monitor
 - c. UV Filter Effluent Valves (Control through SCADA with permissive to/from PLC)

- d. UV Filter Effluent Flow Rate
 - e. Operator to select how many filter(s) are in the Ready
- C. Power/Control Cabinet (P/CC)
- 1. The P/CC communicates to SCADA (through Filter Panel PLCs) via existing network connections. Each P/CC will communicate to the Moline Water Treatment Plant SCADA via existing connections.
 - 2. The P/CC provides the following functions:
 - a. Remote on/off
 - b. Communication and data mapping in plant SCADA
 - c. Process parameter measurement (UVT, flowrate, UV Intensity)
 - d. Alarms
 - e. Dose pacing
- D. UVD P/CC Operator Interface
- 1. The OIT allows the Operator to monitor and control the UV system. The Operator will have access to a system overview as well as detailed information on each subsystem. The main menu provides access to following operations:
 - 2. Alarms:
 - a. An Active Alarm screen and a Historical Alarm screen will be provided.
 - 3. Trends:
 - a. UVT, flowrate, UVI and Dose are trended with a data sample rate of once per minute.
 - b. Totalized Lamp Power, Current and Voltage are trended with a sample rate of once per minute.
 - c. The trended data is retained in OIT for 30 days.
- E. UV Transmittance (UVT) Monitors
- 1. One UVT monitor will sample water in the effluent pipe from each corresponding filter. The UVT will be connected to the corresponding P/CC.
 - 2. Indications:
 - a. Local Display at transmitter
 - b. UVD P/CC OIT

c. Plant SCADA

3. Alarms:

a. High UVT/UVA (adjustable)

b. Low UVT/UVA (adjustable)

c. Sensor Failure

d. Leak detection

F. UV Filter Effluent Valve (FEV)

The existing FEVs are located before each UV reactor. These modulating valves operate in full open /full close operation and are used to isolate filters for service. The corresponding Filter Control Panel PLCs monitor and control the existing valves.

G. Filter Effluent Flow Monitors

1. The existing effluent flow monitors are located before each UV reactor, as shown. This monitor will be used to calculate the flow through each UV reactor.

2.2 UV DISINFECTION CONTROL – SYSTEM OPERATION DESCRIPTIONS

A. Operation Philosophy

1. The control philosophy is designed to allow automatic operation of the UV equipment under normal conditions. Human intervention is required when critical or major alarms occur and may be required during an event causing extreme or unstable conditions.
2. The UVD control strategy includes equipment protection interlocks. It monitors a number of alarm conditions that will result in control actions designed to maintain the required level of disinfection.
3. When a power loss occurs to the UV system, the control system will recover the disinfection operations automatically when power is restored. The P/CC retains the control program in memory and will be powered by the integral UPS. The PLC will report a P/CC Run on UPS alarm to SCADA.
4. When a filter is out of service, the status of the P/CC will be automatically converted to Standby to allow continued system monitoring.

B. Off Specification Effluent

1. The SCADA system shall record and totalize flows per filter that are off specification as indicated by UV System alarm, periods that lamps are not on such as during periods of power outage, and provide daily, monthly, and annual reports with totals of off spec effluent.

C. Alarm Philosophy - Alarms from the ETS packaged system will be mapped and annunciated on the plant SCADA system. The ETS system shall control the equipment based on their recommended alarm response, including warnings and shutdowns.

a. The Filter Gallery alarm horns shall fire upon a critical alarm from the P/CC. When this alarm is activated, all plant wide alarm horns shall annunciate concurrently.

2. Provide alarms to indicate to plant operators that maintenance attention is required or to indicate an extreme alarm condition in which the disinfection performance may be jeopardized.

a. The 100 most recent alarms will be recorded in an alarm history register and will be displayed when prompted on the OIT. All alarms shall be recorded and stored in iHISTORIAN.

b.

c. Digital I/O modules will be provided to remotely indicate status and alarms such as:

(1) Alarm conditions

(2) Bank Status (one for each UV bank supplied)

D. Programming

1. HMI: Modify existing filter graphic screens to indicate UV status. Provide new screens as required to display, trend, and animate all data mapped and hard wired signals for UV system. Add alarms to alarm screens.

2. PLC: Modify existing program within each Filter Operating Panel PLC for the addition of signals and alarms as shown on the drawings. Fully test each modified PLC program for filter operation to verify success. Retain copy of unmodified program for disaster recovery.

3. Historian: configure historian to allow viewing of data and storage of data indefinitely. Provide provisions for offloading of data to external media for long term storage. Provide provisions for reading and restoring off-loaded data for viewing and reporting.

E. Data Mapping

1. Map all signals within P/CC PLC to the Filter Operating Panel PLC using Modbus over Ethernet connection provided by the UV equipment supplier. Display, trend, record and make available for reporting purposes all signals mapped from P/CC PLC within FOP PLC (refer to section 3.3 and reporting requirements).

F. Filter Control

1. Each of the eight (8) existing filter control panels have current monitoring and control of the various existing valves and monitors associated with the filtering system. This UVD system is to work in unison with this filtering system.

2. Provide automated flow control of the UV system, from the existing flow meter via the filtering panel PLC. Allow for manual selection of filters, Active, Ready, Standby, through the SCADA system.
3. Provide a control system to have three operating statuses for each filter, as follows:
 - a. Active Status: Under this mode, the FIV is open, the FEV is open, and effluent is being disinfected by the UV reactor. The filter waste valve (FWV) is closed. The lamps are powered.
 - b. Ready Status: The FIV is open, but the FEV is fully closed, preventing flow through the reactor, and the UV reactors are in start-up sequence. This is triggered manually when the FWV is opened. The lamps are powered.
 - c. Standby Status: The corresponding filter is out of service. The FIV and the FEV are fully closed. The UV reactors are inactive and lamps are off.
4. Transition from Active status to Standby status will be done automatically:
 - a. Upon Operator initiated command through SCADA sending a signal to "take filter out of service", SCADA will close FEV and FIV of corresponding filter. Once valves are closed, SCADA will send signal to corresponding P/CC to "stop". This will turn off lamps and start re-strike timer. This timer will inhibit lamp(s) from being struck again for a defined period of time to allow a sufficient cool down time to protect the lamps, as required by the manufacturer.
 - b. Manually pressing the "STOP" button on the P/CC while in SCADA MODE will generate a critical local stop fault.
 - c. Interlock
 - (1) The UV reactor cannot be stopped unless the FEV is fully closed.
5. Transition from Standby status to Ready status will be done automatically :
 - a. Upon SCADA receiving a signal that the corresponding FWV is open, SCADA will send signal to corresponding P/CC to "start". Start sequence turns on the lamps for warm-up.
 - b. Manually pressing the "START" button on the P/CC while in SCADA mode will do nothing. Button is only operable in LOCAL mode.
 - c. Interlock
 - (1) The UV reactor cannot be started unless the FIV and FWV are fully open.
6. Transition from Ready status to Active status:

- a. At the P/CC a green "RUNNING" LED will flash on and off, to signal warm up. When the system goes into running mode the green LED will go solid, and the valve open output will be energized. Upon energizing this output, the indicating light on Filter Control Panel, as shown, for "UV Ready" should illuminate, signaling to operator that filter is ready to go back on line. Filter can then be turned on manually via SCADA or filter control panel.
- b. The indicating light on Filter Control Panel, as shown, for "UV Active" should illuminate once flow is signaled to be going through reactor.
- c. Interlock
 - (1) The FEV cannot be opened unless P/CC reads "UV READY".

2.3 REPORT REQUIREMENTS

- A. The System Integrator shall develop the SCADA reports using information provided by the OWNER in a collaborative effort with the OWNER. The System Integrator shall integrate the reports into the existing SCADA for available use at SCADA locations determined by the OWNER.
- B. In addition to process data and plant performance reports required by the OWNER, troubleshooting and system informational reports required to meet the functional requirements defined in Sections 40 90 00 and 40 90 50 shall also be provided, including hourly, daily, monthly and yearly reports, and other system management reports.
- C. Daily Reports
 - 1. Daily report shall summarize plant operation for the previous day. The report shall be generated on demand at any time following the end of the day covered by the report by specifying the date. The information printed shall be based on calculations using stored hourly averages and laboratory and manual input data. The report shall be automatically generated and transferred to a DVD or historian for storage for future retrieval as selected by the operator. Any manually entered data for parameters included in a report, such as laboratory data, entered into the data archive subsequent to the date of the report but designated as data for that date shall be included in the report. The laboratory report portion of the daily report shall be available for printing by itself on demand at the discretion of the operator without requiring printing of the entire daily report.
 - 2. Report format shall consist of: correct date, plant name, report name, page number, group headings, subheadings, point identifications, engineering units, and a table of hourly averages of points included on the page. The daily minimum, average, maximum, and total where applicable shall also be calculated and printed for each point, and stored for use with Monthly Report.
 - 3. Values for which there are no data available shall be identified with a special character. Thus, only values that are actually zero shall be printed as such.
- D. Monthly Reports

1. The Illinois Environmental Protection Agency requires a monthly certification to allow inactivation credit utilizing ultraviolet light. The following data is needed to be reported to insure the water passing through the UV reactors is on-specification. If any of these values are not available by SCADA, provide data entry fields in the report for the Operator to fill in manually.
 - a. UV intensity monitored continuously and recorded every 4 hours.
 - b. Validated dose monitored continuously and recorded every 4 hours.
 - c. Flow rate through reactor is monitored continuously and recorded every 4 hours.
 - d. Flow and Totalization meters have been calibrated for the month.
 - e. Duty sensors were calibrated with a reference sensor for the month.
 - f. Reference sensors have been calibrated for the year.
 - g. UVT duty/online meter(s) calibrated were calibrated weekly for the month.
 - h. Monitor continuously any off-specification event and record water volume.
 - i. Monitor lamps on and off cycles and record.
 - j. Monitor time lamps are in service (energized) and record.
 - k. Monitor total time ballasts were energized and record.
 - l. Monitor total hours each quartz sleeve was in operation and record.
 - m. Monitor total hours each duty sensor was in operation and record.
 - n. Water's UVT monitored continuously and recorded every 4 hours.
 - o. Monitor the temperature of the water in the reactor and record.
 - p. Monitor and record monthly water samples for: iron, calcium, hardness, pH, and oxygen reduction potential.
 - q. Calculate the total volume of "Off-Specification" water produced during the month (mgd)(A)
 - r. Calculate the total volume of water produced this month (mgd)(B)
 - s. Calculate the "Off-Specification" water produced as a % of volume of water produced $(A/B * 100)$

E. Yearly Reports

1. Yearly report shall summarize plant operation for the previous calendar year. Report shall consist of monthly averages or totals for important plant variables and manual inputs, stored on the historian.
 2. Format for the report shall be identical with the Monthly report with the exception of the month being deleted from the heading, replaced by the year and the date column replaced by calendar months.
- F. Data Retention
1. Retain data within Historian indefinitely. Historian shall allow viewing of data and generation of demand reports indefinitely. Provide provisions for offloading of data to external media for long term storage. Provide provisions for reading and restoring off-loaded data for viewing and reporting.
- G. On Demand Reports
1. All reports shall be available for printing on demand with data displayed though period to date data, or for a selected period. For example, a daily report can printed for a specific date, or that day. Similar for monthly and yearly reports. For example, the yearly report generated in August shall have data through the date and time requested.
- H. Development Process
1. REPORT DESIGN WORKSHOP 1: Prior to the development of any reports, a one-day coordination workshop shall be held with OWNER at OWNER's site. The System Integrator is responsible for leading the workshop. The following items shall be addressed during these workshops.
 - a. Layouts for the monthly, daily, and yearly reports.
 - b. Conventions for showing alarm conditions, device status, and process variable values.
 - c. Format of special reports
 - d. Preliminary report formats for review by OWNER.
 - e. General guideline for layout of the reports, and typical reports. This guideline shall establish the typical content and information content of each report.
 - f. Preliminary list of each report to be developed by the System Integrator.
 - g. Reports to be held open for 10 days to allow manual entry as required.
 - h. Day light savings and leap year to be automatically built into the reports.
 - i. Explain how these project reports will be integrated into the existing SCADA reports.

2. Following the Report Design Workshop, the System Integrator shall develop the Process Reports defined during Report Design Workshop 1. The complete set of selected Reports shall be printed and submitted for review.
 3. REPORT DESIGN WORKSHOP 2: After the OWNER has reviewed the Draft Report Design Submittal, a one-day workshop shall be held with the OWNER at the Moline Water Plant site. The System Integrator shall coordinate this meeting, and shall ensure that the System Integrator's system configuration personnel who will be developing the reports attend these workshops.
 4. The purpose of this workshop is to review each Report in detail and to gather comments for required modifications to the reports developed by the System Integrator.
 5. Following this Design Workshop, the System Integrator shall modify the reports in preparation for the SCADA Factory Acceptance Test.
- I. Testing
1. Reports shall be tested as part of the Factory Acceptance Test, and then repeated with actual historical data during the Site Demonstration Test.

UV System Integration Deliverables

River Cities Engineering will provide the following services for the City of Moline UV System Integration portion of this project:

- Control System Additions Design
- Time Allotment For Review Meetings
- UV System Controls Communication Software
- PLC IO CAD Drawings
- PLC Programming Labor
- HMI and Report Development Labor
- HMI Review/Report Workshop Labor
- Project Documentation Labor
- Project Review And Offsite Testing Labor
- Onsite Startup and Testing Labor

Exclusions and Clarifications

In the event unforeseen tasks arise that are not described in the Process Control System Description or Communication between the UV System Controls and the existing Water Plant SCADA system requires additional hardware/software to communicate properly, additional charges will be billed at River Cities Engineering current "Time and Material" rates. River Cities Engineering current labor rates for project engineering straight time is \$94 per hour and material is River Cities Engineering' cost plus 20%.

All labor has been estimated as straight-time. If The City of Moline requires work to be performed on an accelerated schedule, outside of River Cities Engineering's normal business hours, on Saturdays, Sundays, or Holidays, additional charges for overtime labor will apply.

Pricing

River Cities Engineering can implement the proposed scope of work for a fixed price:

Software Upgrade

Computer Hardware and Software	\$ 30,219.00
Software Installation and Application Conversion Labor	\$ 12,784.00
Onsite Startup and Testing Labor	<u>\$ 4,888.00</u>
Software Upgrade Total Cost	\$ 47,891.00

UV System Integration

Controls Design	\$ 2,256.00
Review Meetings	\$ 2,256.00
UV System Controls Communication Software	\$ 1,596.00
PLC IO CAD Drawings	\$ 3,760.00
PLC Programming Labor	\$ 1,504.00
HMI and Report Development Labor	\$ 5,640.00
HMI Review/Report Workshop Labor	\$ 2,256.00
Project Documentation Labor	\$ 2,256.00
Project Review And Offsite Testing Labor	\$ 1,504.00
Onsite Startup and Testing Labor	<u>\$ 4,512.00</u>
UV System Integration Total Cost	\$ 27,540.00

River Cities Engineering looks forward to working with The City of Moline on this project. If you have any questions or concerns regarding the contents of this proposal, please do not hesitate to contact us.

Submitted by,

Jim Mitchell
Project Engineer
River Cities Engineering

Terms and Conditions

Billings and Terms of Payment

Unless otherwise specified in River Cities Engineering's quotation, the Purchaser shall pay the purchase price (including the price of goods and fees for services) in full within 30 days after the services are rendered or the goods are shipped. Monthly billings will be on a percent complete basis for labor expended and material received plus a projection of costs to the end of the month. In the event part of an order is shipped, the Purchaser shall pay in full the purchase price for the items shipped within thirty (30) days after shipment. All invoices from River Cities Engineering unpaid after the due date shall bear interest at the rate of one and one-half percent per month. River Cities Engineering may, at its option, cease to perform services or deliver goods to the Purchaser, upon the Purchaser's failure to make timely payment. In the event that collection of any amounts due hereunder are referred to an attorney by River Cities Engineering, Purchaser shall bear all costs of collection, including but not limited to, River Cities Engineering's reasonable attorney's fees.

Warranty

River Cities Engineering warrants all equipment manufactured by the River Cities Engineering to be free from defects in material and workmanship under normal use and service for a period of twelve (12) months from date of shipment. All parts or products not manufactured by River Cities Engineering will be covered only by the express warranty of the manufacturer. The warranty does not extend to damage or wear caused by misuse, negligence, accident, corrosion, modification by Purchaser, faulty installation, loss of product, or tampering in a manner to impair normal operation of the equipment. River Cities Engineering guarantees to replace, or at its option to repair, any equipment or parts thereof which are found defective in material or workmanship within one year from date of delivery. River Cities Engineering's obligation with respect to such parts shall be limited to replacement or repair F.O.B. job-site, and in no event shall River Cities Engineering be liable for consequential or special damages, or for transportation, installation, adjustment or other expenses which may arise in connection with such equipment or parts. Expendable items are specifically excluded from this warranty.

Limits of Liability

In no event, regardless of cause, shall River Cities Engineering assume responsibility for or be liable (a) for penalties or penalty clause of any description, or (b) for indemnification of Purchaser or others for costs, damages, or expenses each arising out of or related to the goods or services of this order or for certification unless otherwise specifically provided herein or (c) for indirect, incidental, special, or consequential damages under any circumstances including any loss, injury or damages. River Cities Engineering's maximum liability, including direct damages, shall not exceed the amount of the purchase order. This limitation of River Cities Engineering's liability will apply regardless of the form of action, whether in contract or tort, including negligence.

Termination of Contract

Cancellations or stop-work requests by Purchaser on any order or part thereof, must be made in writing. Purchaser agrees to pay River Cities Engineering's standard contract labor rate for all labor incurred, River Cities Engineering's net material costs for all materials purchased for that order, including any restocking charges incurred.

Accelerated / Decelerated Pace of Work Execution

Purchaser acknowledges that if Purchaser requires River Cities Engineering to perform on an accelerated schedule, the risk of errors in the design and development of hardware and software increases as do certain costs, such as but not limited to, express shipping of incoming purchases to River Cities Engineering, charges for expedited manufacture, development and/or delivery of hardware and/or software to River Cities Engineering and, express shipping to Purchaser by River Cities Engineering. Purchaser agrees that upon Purchaser's request to River Cities Engineering to perform on an accelerated basis, Purchaser will compensate River Cities Engineering for the additional costs incurred and work required as a result of the accelerated pace of project execution. Delays caused by the Purchaser, its agents or subcontractors that impact the productivity of River Cities Engineering will be considered a reimbursable claim. The cost impact will be negotiated with the Purchaser. The time and material rate in effect for the project will be utilized to calculate the value of time lost and reimbursable costs.

Changes in Scope

Changes to work that are considered by River Cities Engineering to be beyond the scope of the present contract will be addressed by declaring to the Purchaser in writing the complete scope, cost, and schedule impact of the desired changes. River Cities Engineering will only take action on the changes when the Purchaser has responded in writing that he agrees with the scope, cost, and schedule impacts.

Dispute Resolution

It is agreed that any dispute arising out of the performance, negligent performance or non-performance of this contract, will be determined by submission to arbitration as provided by state of domicile law, and not by a lawsuit or resort to court process except as state of domicile law provides for judicial review of arbitration proceedings. All parties to this contract, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration as their exclusive remedy. Such arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

Venue and Jurisdiction

These Terms and Conditions shall be construed in accordance with the law of the state of domicile of River Cities Engineering.

Force Majeure

If River Cities Engineering is unable to perform the obligations of this contract due to wars, acts of terrorism, riots, acts of governmental authorities, acts of God, civil disturbances, explosions, and other such acts, River Cities Engineering may terminate and have no liability under the terms of this contract.

Storage of Materials on Site

Materials stored on site to be installed by others are to be considered delivered to the purchaser's care and custody. Materials stored on site to be installed by River Cities Engineering are to be considered in the care and custody of River Cities Engineering but are considered to be billable for progress billing in accordance with the progress billing procedures outlined in the contract terms and conditions.

Taxes

The Purchaser is responsible for all applicable taxes, including sales and use tax.

Proposal Expiration

Proposal is valid for 30 days.

Council Bill/Special Ordinance No.: 4008-2014

Sponsor: _____

A SPECIAL ORDINANCE

GRANTING a variance to Section 28-3200(a) of the Moline Code of Ordinances to delay installation of a sidewalk for property located at 3404 14th Street.

WHEREAS, the owner of a newly subdivided lot addressed as 3404 14th Street (part of parcel # 072809) has requested a variance from installing sidewalks; and

WHEREAS, City standards require sidewalk installation along all streets at the time a lot is developed; and

WHEREAS, the City Council has identified a lack of connecting sidewalks and a substandard street without curbs or gutters at this location which constitute hardships on the subject property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

Section 1 - That this Council hereby finds and declares upon the recommendation of its Committee-of-the-Whole on March 25, 2014, that it is in the best interest of the City of Moline, Illinois, to grant a variance to Sec. 28-3200(a) of the Moline Code of Ordinances for the following described territory to allow the owner of 3404 14th Street to delay installation of a sidewalk until such time that it is deemed necessary by the City to place sidewalk at this location:

Lot 2 of Wendt Manor Subdivision, City of Moline, Rock Island County, Illinois.

Section 2 - That this ordinance shall not constitute a repeal of any or all ordinances or resolutions in conflict herewith but shall be construed as a one-time variance with regard to such conflicting ordinances or resolutions.

Section 3 - That this ordinance is an exercise of the City's home rule powers granted to it by virtue of Article VII, Section 6 of the 1970 Illinois Constitution, and shall therefore take precedence over any conflicting State Statutes or rules.

Section 4 - That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to Form:

City Attorney