**City of Moline**
619 16 Street, Moline – 2nd Floor
Council Chambers

# Committee-of-the-Whole Agenda

## 6:30 p.m.

Tuesday, September 2, 2014

***Questions on the Agenda***

***Agenda Items***

1. **Proposal to provide ambulance services to the Coal Valley Fire Protection District.** (Todd Allen, Battalion Chief)

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

3. **Approval of a Contract with Langman Construction, Inc. for Project #1209, 2014 Drainage Improvements.** (Scott Hinton, City Engineer)

4. **Declaration of Surplus Property.** (Scott Hinton, City Engineer)

5. **Approval of a contract for professional engineering services with Shive-Hattery.** (Jeff Anderson, City Planner)

6. **Approval of a contract for Employee Garments and Uniform Services with Aramark Uniform Services.** (JD Schulte, Fleet Services Manager)

7. **Agreement with Genesis Occupational Health for occupational health services.** (Alison Fleming, Human Resources Manager)

8. **Other.**

# Explanation

1. **A proposal to provide ambulance services to the Coal Valley Fire Protection District.** (Todd Allen, Battalion Chief)

**Explanation**: The Coal Valley Fire Protection District is seeking ambulance contractors to submit proposals for 24 hour coverage of its district. The fire protection district includes the Village of Coal Valley and some rural areas surrounding it. One of the Moline Fire Department's "Target Actions" in its budgetary performance measures is to continue to find ways to provide service to areas south of the Rock River. Pursuing this opportunity would allow the Fire Department to continue in this direction in a way that is financially self supporting and generates a positive revenue stream.

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

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

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

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

3. **Approval of a Contract with Langman Construction, Inc. for Project #1209, 2014 Drainage Improvements** (Scott Hinton, City Engineer)

**Explanation**: Project #1209 corrects drainage issues at three locations, near 2nd Street and 16th Avenue, near 2nd Street and 28th Avenue, and near the YMCA at 54th Street. Bids were opened and publicly read on August 25, 2014 for Project #1209 with the following results:

| | |
|---|---|
| $144,065.00 | Langman |
| $207,531.00 | Brandt Construction |

Additional documentation attached.

**Staff Recommendation**: Staff recommends approval of a contact with the lowest responsible and responsive bidder, Langman Construction.
**Fiscal Impact**: $350,000.00 is budgeted in Account #330-1971-433.08-35 for storm sewer relocation at the Multi-Modal Station. Most of these funds will not be used, leaving them available for Project #1209.
**Goals Impacted**: Strong Local Economy; Improved City Infrastructure & Facilities

4. **Declaration of Surplus Property.** (Scott Hinton, City Engineer)

**Explanation:** The City of Moline acquired properties at 309 12th Street (River Bend Food Bank) and 315 12th Street (Campos Muffler and Brakes) to create parking for the Multi-Modal Station and hotel. The previous owners of the properties left office furniture, personal property, and other items in the buildings. Staff is requesting that all items be declared surplus and disposed of in the manner that is most advantageous to the City.

**Staff Recommendation:** Approval

**Fiscal Impact:** Any proceeds will be deposited into TIF #11
**Goals Impacted:** Strong Local Economy; Improved City Infrastructure & Facilities

5. **Approval of a contract for professional engineering services with Shive-Hattery.** (Jeff Anderson, City Planner)

**Explanation:** Approval of this item would authorize the Mayor and City Clerk to execute an agreement for professional engineering services with Shive-Hattery for an amount not to exceed $15,400.00 to perform site improvement design and environmental assessment work for the Hawk Hollow residential development site located between 6th and 8th Streets and south of 5th Avenue. The engineering work will be paid for with CDBG funds in order to make the site available for development of approximately 20 to 24 dwelling units. Additional documentation attached.

**Staff Recommendation**: Approval
**Fiscal Impact:** Adequate funds have been budgeted per 230-0729-492.14-48
**Public Notice/Recording**: N/A
**Goals Impacted:** Improved City Infrastructure; A Great Place to Live

6. **Approval of a contract for Employee Garments and Uniform Services with Aramark Uniform Services.** (JD Schulte, Fleet Services Manager)

**Explanation:** The most recent service contract providing uniforms for employees was terminated at the beginning of August. Staff determined the garments and services required for the City's current operational needs. The City of Davenport recently entered into an agreement for uniforms and services that will meet all of the City's requirements. The City of Davenport's contract terms are 50% less than the City had been paying for comparable garments and services in its most recent contract. Aramark Uniform Services of East Moline, IL has agreed to extend the terms of the contract with the City of Davenport to the City of Moline for a period of three years. Additional documentation is attached.

**Staff Recommendation:** Approval
**Fiscal Impact:** Budgeted in Account #448-0846-437.06-38.
**Public Notice/Recording:** N/A
**Goals Impacted:** A Great Place to Live; Financially Strong City.

7. **Agreement with Genesis Occupational Health for occupational health services.** (Alison Fleming, Human Resources Manager)

**Explanation:** Genesis Occupational Health will provide occupational health services for a three year period commencing on September 15, 2014. This contract would include medical director services for the City's on-site nurse program, pre-employment and return-to-work physicals and functional screens, management of drug and alcohol testing program, as well as providing care and guidance for the treatment of work-related injuries.

**Staff Recommendation:** Approve
**Fiscal Impact:** Funding available in the Health and Liability Funds
**Public Notice/Recording:** N/A
**Goal Impacted:** Financially Strong City

# LAW ENFORCEMENT SERVICES AGREEMENT

This Law Enforcement Services Agreement (referred to herein as the "Agreement"), is made as of this ___ day of _____, 2015, by and between AlliedBarton Security Services LLC (referred to herein as "AlliedBarton"), and City of Moline, Illinois (referred to herein as "Agency"), based upon the following facts and circumstances.

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

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

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

**2.** **Term.** The term of this Agreement shall commence on January 1, 2015, and shall expire on December 31, 2015, unless sooner terminated as provided for herein. Either party may terminate this Agreement at any time and without cause upon ninety (90) days prior written notice unless the Center is sold to a third party or the Center replaces AlliedBarton as its security officer service provider at which time notice shall be given as soon as practicable. Agency may, at its discretion, cancel any or all contracted Law Enforcement Services at any time due to unavailability of Officers or emergencies.

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

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

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

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

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

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

With a copy to City Attorney

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

**6.** **Miscellaneous.**

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

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

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

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

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

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

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

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

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

AlliedBarton Security Services LLC

By: Keith W Baker

Title: Portfolio Manager

City of Moline, Illinois

By_____

Mayor

Attest:

_____

City Clerk

Approved as to Form:

_____

City Attorney

Exhibit A

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

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

1. AlliedBarton shall remit a total annual payment of One hundred twenty-seven thousand and 00/100 dollars ($127,000.00) to the City of Moline for Law Enforcement Services to be paid in equal installments on a quarterly basis. The City will invoice AlliedBarton on a quarterly basis for this payment as well as for any additional overtime costs incurred in the prior quarter.

2. The Officer assigned at the Center will not be dispatched off site for routine calls, however in the event of an emergency the Officer may be required to respond until such time as they can be replaced at the emergency and return to the Center. When such an emergency occurs, the Officer will notify AlliedBarton personnel.

3. Every attempt will be made to use other manpower to transport arrestees away from the Center for booking. If the Officer assigned to the Center needs to transport an arrestee, the Officer will notify AlliedBarton personnel.

4. The City will make reasonable attempts to backfill the position at the Center if the Officer assigned is unable to work due to sickness or other unforeseen circumstances.

5. For special events or other special needs outside the regular schedule or staffing levels, AlliedBarton will request additional officers with at least 48 hours written notice, and City will provide additional officers at a rate of $55.50 per hour as long as the City does not have to call in officers for overtime to fill the request. If the City has to call in overtime to provide officers, the rate charged to the AlliedBarton shall be time and a half of the above rate. All overtime work shall be performed and paid in two hour increments.

6. The hours of the Officer assigned to the Center may be flexed with prior agreement between the Senior Property Manager of the Center and the Chief of Police.

# CITY OF MOLINE, IL BID TABULATION

Bid Date and Time: August 26, 2014 11:00 a.m.

Project: 1209 - 2014 Drainage Improvements

| | | | | Langman Construction, Inc. | | Brandt Construction Co. | | | |
|---|---|---|---|---|---|---|---|---|---|
| ITEM NO. | ITEM | APPROX QUANTITY | UNIT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT |
| 1 | Tree Removal | 0.51 | Acre | $30,000.00 | $15,300.00 | $126,300.00 | $64,413.00 | | $0.00 |
| 2 | Embankment | 493 | CY | $33.00 | $16,269.00 | $35.00 | $17,255.00 | | $0.00 |
| 3 | Furnished Excavation | 1448 | CY | $40.00 | $57,920.00 | $52.00 | $75,296.00 | | $0.00 |
| 4 | Seeding, Class 1, Complete | 1 | L.Sum | $1,000.00 | $1,000.00 | $1,130.00 | $1,130.00 | | $0.00 |
| 5 | Seeding, Class 3 | 1 | L.Sum | $4,500.00 | $4,500.00 | $5,100.00 | $5,100.00 | | $0.00 |
| 6 | Sodding Special Complete | 1 | L.Sum | $2,700.00 | $2,700.00 | $3,000.00 | $3,000.00 | | $0.00 |
| 7 | Stone Dumped Riprap, Special | 30 | Tons | $50.00 | $1,500.00 | $156.00 | $4,680.00 | | $0.00 |
| 8 | Scour Stop Mats | 64 | SF | $14.00 | $896.00 | $16.00 | $1,024.00 | | $0.00 |
| 9 | Check Dams | 2 | EA | $200.00 | $400.00 | $700.00 | $1,400.00 | | $0.00 |
| 10 | Planter Removal and Replacement | 1 | L.Sum | $1,000.00 | $1,000.00 | $1,150.00 | $1,150.00 | | $0.00 |
| 11 | Remove & Reinstall Fence | 1 | L.Sum | $250.00 | $250.00 | $1,600.00 | $1,600.00 | | $0.00 |
| 12 | Sidewalk Removal | 60 | SF | $2.00 | $120.00 | $4.50 | $270.00 | | $0.00 |
| 13 | PCC Sidewalk, 4" | 60 | SF | $7.50 | $450.00 | $9.50 | $570.00 | | $0.00 |
| 14 | Nyloplast Inline Drain with Dome, 18" | 1 | EA | $1,500.00 | $1,500.00 | $2,250.00 | $2,250.00 | | $0.00 |
| 15 | Nyloplast Basin, 18" w/ Dome, 18" | 1 | EA | $1,500.00 | $1,500.00 | $2,250.00 | $2,250.00 | | $0.00 |
| 16 | Nyloplast Basin, 18" w/ Light Duty Standard, 18" | 2 | EA | $1,350.00 | $2,700.00 | $2,050.00 | $4,100.00 | | $0.00 |
| 17 | Storm Sewer, 10" | 273 | LF | $110.00 | $30,030.00 | $51.00 | $13,923.00 | | $0.00 |
| 18 | Storm Sewer, 24" | 36 | LF | $130.00 | $4,680.00 | $120.00 | $4,320.00 | | $0.00 |
| 19 | PRD Flared End Section, 24" | 1 | EA | $1,200.00 | $1,200.00 | $1,900.00 | $1,900.00 | | $0.00 |
| 20 | Concrete Collar, 24" | 1 | EA | $150.00 | $150.00 | $1,900.00 | $1,900.00 | | $0.00 |
| | **TOTAL** | | | | **$144,065.00** | | **$207,531.00** | | **$0.00** |

The above prices are "as read" and are subject to approval by the City of Moline Engineering Department.

SHIVEHATTERY
ARCHITECTURE + ENGINEERING

# PROFESSIONAL SERVICES AGREEMENT

**ATTN:** Jeffrey Anderson
**CLIENT:** City of Moline, IL
1630 8th Avenue
Moline, IL 61265

**PROJECT:** Moline 5th Ave & 8th St Subdivision Utlities

**PROJECT LOCATION:** Moline, IL

**DATE OF AGREEMENT:** August 25, 2014

## PROJECT DESCRIPTION

Your project is a residential development located at 5th Avenue and 8th Street in Moline, IL. Our services are to complete the design and construction documents for the water main, sanitary sewer, storm sewer and storm water management features for the development. Storm water management features may include permeable pavers, bioswales and rain gardens. At this time design of the roadway is not included in our Scope of Services.

## SCOPE OF SERVICES

We will provide the following services for the project:

Land Surveying and Civil Engineering

These services will consist of the following tasks:

1. Surveying Services
   - A. Conduct a limited boundary survey to locate the south, west and a portion of the north property lines in order to be able to design the utilities for the site.
   - B. Conduct a limited topographic survey to locate the tie in points for the sanitary sewer, water main and storm sewer in the field. The remainder of the topographic information for the design will be gathered from City provided information and available aerial information.
2. Design and Construction Documents
   - A. Evaluate storm water management features for the site and submit to the City for their review and comments.
   - B. Complete the HUD environmental assessment checklist based on online file search and mapping information.

     NOTE: If additional studies are required, such as but not limited to environmental (i.e. endangered species, noise, wetlands, etc...), historic preservation, and/or Phase 1 Environmental Site assessment by ASTM standards, they will be additional services.
   - C. Complete the preliminary design for the water main, sanitary sewer, storm sewer and storm water management features. (75% complete plans)
   - D. Prepare the IEPA Water and Sewer Main permit applications.
   - E. Submit the design documents and permit applications to you for your review and comments.
   - F. Complete the final design and construction documents incorporating your review comments.
   - G. Submit construction documents and permit applications to you for your final review.
   - H. Finalize the construction documents and submit one (1) signed hard copy and the electronic



Shive-Hattery | 1701 River Drive | Suite 200 | Moline, IL 61265 | 309.764.7650 | fax 309.764.8616 | shive-hattery.com

pdf files of the documents to you for your use.

## CLIENT RESPONSIBILITIES

It will be your responsibility to provide the following:

1. Identify a Project Representative with full authority to act on behalf of the Client with respect to this project. The Client Project Representative shall render decisions in a timely manner in order to avoid delays of Shive-Hattery's services.
2. Legal, accounting, and insurance counseling services or other consultants, including geotechnical, or vendors that may be necessary. The Client shall coordinate these services with those services provided by Shive-Hattery.
3. Provide to Shive-Hattery any available drawings, survey plats, testing data and reports related to the project, either hard copy or electronic media. Electronic media is preferred.
4. Unless specifically included in the Scope of Services to be provided by Shive-Hattery, the Client shall furnish tests, inspections, permits and reports required by law, regulation or code including but not limited to hazardous materials, structural, mechanical, chemical, air pollution and water pollution tests.
5. Provide available topographic information for the site.
6. Obtain permits.
7. Contract with a geotechnical engineering consultant and coordinate obtaining soil borings and report.

## SCHEDULE

We will begin our services upon receipt of this Agreement executed by you which will serve as a notice to proceed. We will complete our services within 8 weeks after we receive the countersigned Agreement.

## COMPENSATION

| Description | Fee | Fee Type | Reimbursable Expenses |
|---|---|---|---|
| Scope of Services | $15,400.00 | Fixed Fee | Included in fee |

Fee Types:

- Fixed Fee - We will provide the Scope of Services for the fee amount(s) listed above.

Reimbursable Expenses:

- Included in fee – Expenses have been included in the fee amount.

The terms of this proposal are valid for 30 day(s) from the date of this proposal.

## ADDITIONAL SERVICES

The following are additional services you may require for your project. We can provide these services but they are not part of this proposal at this time.

1. Complete a topographic survey for the entire site.
2. Complete additional studies that may be required to construct the project.
3. Complete the design and construction documents for the roadways in the subdivision.
4. Coordinate obtaining soil borings and report.

## OTHER TERMS

STANDARD TERMS AND CONDITIONS
Between The City of Moline, Illinois and Shive-Hattery. Inc.

**PARTIES.**

"S-H" shall mean Shive-Hattery, Inc. or Design Organization, a Division of Shive-Hattery, Inc. "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

~~**LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES**~~

~~The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars ($50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.~~

**HAZARDOUS MATERIALS - INDEMNIFICATION.**

CLIENT hereby understands and agrees that S-H has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENTS premises, or In connection with or related to this project and Agreement with respect to which S-H has been retained to provide services. The compensation to be paid S-H for said services is in no way commensurate with, and has net bean calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Likewise, S-H hereby understands and agrees that no exposure of persons or properly to such substances or conditions, as referenced above, have been made or will be made by CLIENT in any manner whatsoever. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H {Including its officers, directors, shareholders, employees, agents and S-H's consultants and affiliated companies, and any of them) harmless from and against any and all claims, losses, costs or damages of any nature whatsoever, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, or any other materials, Irritants, contaminants, or pollutants In or into the atmosphere, or on, onto, upon, In, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not, unless such claims, losses, costs, or damages, as referenced above, result from the negligence, errors, or omissions of S-H (Including Its officers, directors, shareholders, employees and S-H's consultants and affiliated companies, and any of them]. Should any exposure of persons or property to such substances or conditions be caused by, arise out or, relate to, or result From, the negligence, error or omissions of S-H (including its officers, directors, shareholders, employees, agents and S-H's consultants and affiliated companies, and any of them), then S-H agrees to defend, Indemnify, and hold CLIENT harmless from and against any and all claims, losses, costs, or damages of any nature whatsoever, arising out of, or resulting from, the discharge ***,escape,*** release or saturation ***of*** smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

**STANDARD OF CARE.**

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

**RIGHT OF ENTRY.**

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment

**PAYMENT.**

Unless otherwise provided herein invoices will be prepared In accordance with S-H's standard invoicing practices then In effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall be increased for interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. Any failure to comply with this term shall be grounds for a default termination.

**TERMINATION.**

**Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the** termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination (or default wilt not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice dale, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses.

**INFORMATION PROVIDED BY OTHERS.**

**S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H** such Information as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is impossible for S-H to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, lo indemnify and hold S-H (including Its officers, directors, shareholders, employees, agents and S-H's consultants and affiliated companies, and any of them) harmless from and against any and all claims, losses, costs or damages of any nature whatsoever for Injury or loss arising or allegedly arising from errors, omissions or Inaccuracies in documents or other information provided by the CLIENT to S-H.

**SHOP DRAWING REVIEW.**

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, those reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

**OPINIONS OF PROBABLE COST.**

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

**CONSTRUCTION OBSERVATION.**

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project

**OTHER SERVICES.**

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment To Agreement that contains an alternative compensation provision.

**OWNERSHIP AND REUSE OF INSTRUMENTS OF SERVICE.**

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold S-H (including its officers, directors, shareholders, employees, agents and S-H's consultants and affiliated companies, and any of them) harmless from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H. DISPUTE RESOLUTION.

Any claims or disputes between the CLIENT and S-H made during or after the providing of services under this Agreement shall be submitted to non-binding mediation.

**DELAYS.**

S-H is not responsible for delays caused by factors beyond S-H's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, or delays caused by faulty performance by the CLIENT or by contractors of any level. When such delays beyond S-H's reasonable control occur, the CLIENT agrees S-H is not responsible for damages, nor shall S-H be deemed to be in default of this Agreement.

**ASSIGNMENT.**

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

**SEVERABILITY, SURVIVAL AND WAIVER.**

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

**GOVERNING LAW.**

This Agreement shall be governed pursuant to the laws of the state of Illinois.

**EQUAL EMPLOYMENT OPPORTUNITY.**

It is the policy of S-H to provide equal employment opportunities for all. S-H will not discriminate against any employee or applicant because of race, color, religion, sex, marital status, national origin, age, ancestry, veteran status, physical or mental handicap, unless related to performance of the job with or without accommodation.

**COMPLETE AGREEMENT.**

These Terms and Conditions, along with the attached letter for scope of services, schedule, and fees, constitute the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take precedence in the event of a conflict of terms.

## *AGREEMENT*

This proposal shall become the Agreement for Services when accepted by both parties. Original, facsimile, electronic signatures or other electronic acceptance by the parties (and returned to Shive-Hattery) are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.

Sincerely,

SHIVE-HATTERY, INC.

Marti Ahlgren, PMP
mahlgren@shive-hattery.com

Daniel C. Solchenberger, P.E.
dsolchenberger@shive-hattery.com

---

### *AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED*

**CLIENT:** City of Moline, IL

**BY:**_____ **TITLE:**_____
(signature)

**PRINTED NAME:**_____**DATE ACCEPTED:**_____

MNA/DCS/DWT/mna

ARAMARK Uniform Services

# SERVICE AGREEMENT

CUSTOMER NO.:

PAGE NO.:

**Service To ("Customer"):**

**Bill To:**

## GARMENTS AND SERVICES ORDERED:

| NO. OF WEARERS | MERCHANDISE | NUMBER OF ITEMS PER WEARER* | CHANGES PER WEEK (per wearer) | RATE | RATE BASIS (per item or change) | FREQUENCY | EASYCARE™ (per item per week) | REPLACEMENT CHARGE (per item) |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

## ALLIED MERCHANDISE AND SERVICES ORDERED:

| MERCHANDISE | QUANTITY* | RATE PER ITEM | FREQUENCY | MINIMUM BILLED PERCENTAGE | INVENTORY MAINTENANCE | REPLACEMENT CHARGE (per item) |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

*Represents total units, including items at Customer's location(s) and items in the process of being laundered.

ARAMARK Uniform Services (AUS) will provide Customer with a uniform, apparel and/or allied product ("Merchandise") rental, lease and/or customer-owned-goods program and Customer agrees to pay for all of Customer's requirements for rented and/or leased Merchandise according to the terms and conditions of this Agreement and the related Customer Information Sheet(s) (which shall constitute our entire agreement), including increases or additions in Merchandise. Customer agrees that AUS is its exclusive provider of rented and/or leased Merchandise and related services and that all rented or leased Merchandise will remain the property of AUS. Customer will be provided a rental program unless otherwise specified.

This Agreement is effective on the date of the last signature to this Agreement, and will continue for 36 consecutive months following the later of such date or the date Merchandise is first installed on Customer's premises. [redacted]

AUS will provide regularly scheduled deliveries of rented Merchandise, freshly processed, repaired and finished, and will replace rented and leased Merchandise that is worn out through normal wear at no additional charge. Customer may reduce standard Merchandise and services to accommodate normal turnover of employees in the ordinary course of Customer's business. Customer must notify AUS of an employee's termination and must immediately return Merchandise issued to that employee.

Terms and Conditions Continued on Reverse

# TERMS AND CONDITIONS (continued)

Rented and leased Merchandise that is lost or ruined (except through normal wear) will be promptly paid for by Customer at the then current replacement charge; except for ruined garments covered by EasyCare™ or lost allied merchandise covered by Inventory Maintenance. Customer agrees to pay the EasyCare™ amount, which will entitle Customer to have rented or leased garments that are ruined beyond reasonable repair removed from service and replaced, unless initialed below or not included in the pricing above. Lost or intentionally abused garments are not covered by EasyCare™ and Customer is still responsible for preparation, name and emblem charges. AUS or Customer may discontinue EasyCare™ at any time by providing written notice to the other party in which case standard ruin charges will apply.

____ (Customer to initial if EasyCare™ is declined) Customer hereby declines EasyCare™ and by doing so agrees to be liable for and pay the full then current replacement charge for any and all rented or leased garments that are ruined by Customer (except through normal wear).

If a percentage is included under "Inventory Maintenance" (which percentage shall be a charge under this Agreement), AUS will replace the corresponding Merchandise that is lost by Customer without any additional loss charge. The service fee for Inventory Maintenance is equal to the applicable percentage of total inventory multiplied by the then current replacement rate. If applicable Merchandise is lost as a result of willful misconduct, standard loss charges will apply.

rates firm years 1-3

Each year, on the first day of the month in which the anniversary date of this Agreement occurs, AUS may increase the charges then in effect (the "API") either by an amount up to the percentage change in the Consumer Price Index over the previous 12 months or 5%, whichever is greater. AUS will notify Customer of the API in writing (which may be by invoice or monthly statement). [redacted] Customer may reject such increase (except the API) by notifying AUS in writing within 15 days after Customer's receipt of notice of such increase. If Customer rejects the increase, AUS reserves the right to terminate this Agreement in whole or in part. [redacted]

AUS will charge customer for every week during this Agreement even if Customer requests reduced or no service for a particular week or weeks. For customers extended credit, payment terms are net 10 days after the end of the month of delivery. A late payment charge equal to the lesser of 1.5% per month (18% per year) or the maximum permitted by law shall be charged by AUS on all past due amounts. AUS may elect at any time to revoke credit and/or open account privileges and continue to provide Merchandise and services on a cash-on-delivery basis only. For cash-on-delivery customers, if payment is not made at time of delivery, there will be a $5.00 charge to carry the balance to the following week.

Service Guaranty: Customer may terminate this Agreement for material deficiencies in service by informing AUS in writing of the precise nature of the service deficiencies, allowing AUS at least 30 days to correct or begin to correct the deficiencies, and giving AUS 30 days written notice (by certified mail, return receipt requested) containing an explanation of the material deficiencies that AUS has not begun to correct. While AUS will work in good faith to resolve orally communicated issues, Customer agrees that the above writings-based procedure must be followed in order to terminate this Agreement. The performance of AUS's duties under this Agreement may be subject to circumstances beyond AUS's control, including strikes, lockouts, product availability, government acts, wars, and acts of God. AUS's failure to perform under this Agreement because of such events shall not be considered a breach. Customer agrees to pay all loss or ruin charges and all unpaid statements upon any termination or expiration of this Agreement. If Customer breaches this Agreement by early termination (except in accordance with the above Service Guaranty), Customer agrees to pay AUS liquidated damages (intended as a good faith pre-estimate of the actual damages AUS would incur and not as a penalty), equal to the greater of (a) 25% of the average weekly charges during the 3 months prior to termination multiplied by the number of weeks remaining in the unexpired term, or (b) the then current replacement charge for all Merchandise.

Unless specified in writing in this Agreement, the Merchandise supplied under this Agreement is not flame resistant or resistant to hazardous substances. The Merchandise contains no special flame resistant or hazardous substance resistant features and the Merchandise is not designed for use in areas where it may catch fire or where contact with hazardous substances is possible. [redacted] AUS reserves the right not to handle or process any Merchandise soiled with toxic or hazardous substances. Customer agrees that Customer has selected the Merchandise and is responsible for determining its appropriateness and for the safe and proper use and securing of the Merchandise. For reflective Merchandise, any garments supplied satisfy specific ANSI/ISEA standards only if so labeled. Customer acknowledges that AUS makes no representation, warranty or covenant regarding the visibility performance of any reflective Merchandise and that reflective properties may be reduced or ultimately lost through laundering. It is Customer's responsibility to determine if additional safety measures may be necessary under specific work conditions.

Except as set forth herein, the Merchandise and related services are provided "as is" without warranty of any kind, whether express or implied or statutory, and AUS disclaims any and all implied warranties, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, good and workmanlike manner and non-infringement of third party rights. In no event shall AUS, its affiliates and their respective officers, directors or employees be liable to Customer for any indirect, special, incidental, consequential, punitive or extraordinary damages.

Any controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties agree to utilize a single arbitrator and the most expedited process available in the forum where the arbitration is held. In this business-to-business Agreement, the terms are tailored to your specific requirements. Based on the foregoing, you agree to waive any right to bring any class and/or representative action based on any business dispute(s) between us. [redacted] collection.

Customer confirms that by signing this Agreement, no existing contract to which Customer is a party is, or will be, breached and the person signing this Agreement on Customer's behalf is duly authorized to do so. This Agreement is not binding on AUS until executed by the General Manager of the AUS facility that will provide service to Customer. This Agreement can only be amended in writing signed by such General Manager.

By signing below, Customer agrees to order the merchandise and services referenced herein and further agrees to the terms and conditions contained in this Agreement.

Print_____ Name of Customer

_____ Customer Phone Number

Print_____ Name & Title of Customer Contact

By_____ Signature of Authorized Customer Representative

Date _____

ARAMARK Uniform Services, a division of ARAMARK Uniform & Career Apparel, LLC

Print_____ ARAMARK Representative Name & Title

_____ Signature – ARAMARK Representative

Date _____

_____ Signature – ARAMARK General Manager

Date _____

ARAMARK Uniform Services

# Customer Information Sheet (CIS)

CUSTOMER NAME:
CUSTOMER NO.:
PAGE NO.:

**CONTACT NAME:** **CONTACT TITLE:**

**Reason for CIS:** ☐ New Customer ☐ Add Allied Products ☐ Add Other Charges

## ALLIED MERCHANDISE AND SERVICES ORDERED:

| MERCHANDISE | QUANTITY* | RATE PER ITEM | FREQUENCY | MINIMUM BILLED PERCENTAGE | INVENTORY MAINTENANCE | REPLACEMENT CHARGE (per item) |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

*Represents total units, including items at Customer's location(s) and items in the process of being laundered.

**Additional Services and Charges:**

| YES | N/A | | | |
|---|---|---|---|---|
| ☐ | ☐ | Preparation Charge | _____ | per Garment |
| ☐ | ☐ | Service Charge | _____ | per Week |
| ☐ | ☐ | Extra Suit Charge | _____ | per Wearer |
| ☐ | ☐ | Special Merchandise (If yes, see Special Merchandise Addendum) | | |
| | | Direct Embroidered | ☐ | |
| | | Other | ☐ | |
| ☐ | ☐ | Emblem Description | | |
| | | ☐ Name Emblem | Unit Price _____ | |
| | | ☐ Company Emblem | Unit Price _____ | |
| | | ☐ Other | | |
| | | Emblem Color: | Name _____ | Company _____ |
| | | Emblem/Type/Style | Embroidered: ☐ Silk Screen: ☐ | Image Print: ☐ |
| ☐ | ☐ | Other Charges/Services: _____ | | |

**EasyCare™**

| Garment Merchandise | EasyCare™ Rate (per item in inventory per week) |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |

**General:**

- There will be an extra charge reflected on your invoice for any garment issued to customer in the following sizes:

| | | | |
|---|---|---|---|
| Waist Sizes | 44" and above | Chest Sizes | 52" and above |
| Inseam Length | 28" and below; 35" and above | Alpha Sizes | 2XL and above |
| Neck Sizes | 18" and above | Women's Sizes | Size 18 and above |
| Sleeve Length | 36" and above | All "Long" Body Sizes | Any Garment |

Shirts larger than 5XL and pants larger than 60" must be purchased and serviced on an NOG basis.

- Customer is responsible for all sales and use taxes.
- Each year, on the first day of the month in which the anniversary date of the related Service Agreement occurs, AUS may increase the charges then in effect (the "API") either by an amount up to the percentage change in the Consumer Price Index over the previous 12 months or 5% whichever is greater. AUS will notify Customer of the API in writing (which may be by invoice or monthly statement). AUS may also increase charges at any time by notifying Customer in writing (which may be by invoice or monthly statement). Customer may reject such increase (except the API) by notifying AUS in writing within 15 days after Customer's receipt of notice of such increase. If Customer rejects the increase, AUS reserves the right to terminate this CIS in whole or in part.
- All terms and conditions contained in the related Service Agreement are incorporated in this CIS (except for any price increase provisions) and references to the "Agreement" shall be deemed to include this CIS.
- If a percentage is included under "Inventory Maintenance" (which percentage shall be a charge hereunder), AUS will replace the corresponding Merchandise that is lost by Customer without any additional loss charge. The service fee for Inventory Maintenance is equal to the applicable percentage of total inventory multiplied by the then current replacement rate. If merchandise is lost as a result of willful misconduct, standard loss charges will apply.
- If included above, Customer agrees to pay the EasyCare™ rate for the applicable garment Merchandise, which will entitle Customer to have rented or leased garments that are ruined beyond reasonable repair removed from service and replaced without the payment of the standard ruin charge. Lost or intentionally abused garments are not covered by EasyCare™ and Customer is still responsible for preparation, name and emblem charges. AUS or Customer may discontinue EasyCare™ at any time by providing written notice to the other party, in which case standard ruin charges will apply.
- This CIS is not binding on AUS until executed by the General Manager of the AUS facility that will provide service to Customer.

Print_____ Name of Customer

_____ Customer Phone Number

Print_____ ARAMARK Representative Name & Title

Print_____ Name & Title of Customer Contact

_____ Signature – ARAMARK Representative Date _____

By_____ Signature of Authorized Customer Representative Date _____

_____ Signature – ARAMARK General Manager Date _____