

## **Committee-of-the-Whole Agenda**

**6:30 p.m.**

**Tuesday, March 3, 2015**

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### **Oath of Office**

Oath of office for regular commissioned appointment as a Police Officer to Ryan M. Brownell effective March 3, 2015. (Hire date March 3, 2014)

### **Presentation**

**Update on Retail Recruitment Activities and Plans for 2015.** (Ray Forsythe, Planning & Development Director and Lauren Turriglio, Wade Robinett and Joe Strauss from Retail Strategies)

### **Questions on the Agenda**

### **Agenda Items**

- 1. Funding Agreement** (Kaye Whitley, Community Development Program Manager)
- 2. CDBG Manual Changes** (Kaye Whitley, Community Development Program Manager)
- 3. Change Order** (Greg Swanson, Utilities General Manager)
- 4. Temporary Agreements** (Scott Hinton, City Engineer)
- 5. Residential Resurfacing** (Scott Hinton, City Engineer)
- 6. Sidewalk Replacement** (Scott Hinton, City Engineer)
- 7. Other**
- 8. Public Comment**

# Explanation

1. **A Resolution authorizing the Mayor and City Clerk to execute a Funding Agreement between Rock Island Economic Growth Corporation and the City of Moline for the City’s receipt of a portion of funds awarded to the Rock Island Economic Growth Corporation from Illinois Attorney General National Foreclosure Settlement Funds; and authorizing the Mayor to execute a consent to a Construction Escrow Agreement between Rock Island Growth Corporation and Meridian Title Company for the disbursement of said funds in the amount of \$250,000 to the City of Moline.** (K.J. Whitley, Community Development Program Manager)

**Explanation:** Rock Island Economic Growth Corporation has been awarded \$3,500,000 from the Illinois Attorney General National Foreclosure Settlement Funds pursuant to Court-Ordered Cy Pres in: *United States of America, et al. v Bank of America Corp., et. al.*, No. 12-cv-0361; U.S. District Court for the District of Columbia, and has engaged the City of Moline as a Funded Partner to receive \$250,000 to build a new single-family home from said funds. The City wishes to execute a Funding Agreement for the City’s receipt of said funds, in addition to a consent to a Construction Escrow Agreement made between Rock Island Economic Growth Corporation and Meridian Title Company to assist with the disbursement of the overall funds. Additional documentation attached.

**Staff Recommendation:** Approval  
**Fiscal Impact:** Award funds to the City in the amount of \$250,000  
**Public Notice/Recording:** N/A  
**Goals Impacted:** A Great Place to Live

2. **A Resolution authorizing the Mayor and City Clerk to adopt the City of Moline Community Development Block Grant Program Policies and Procedures Manual Amendments to Section III(A), “Introduction;” Section III(B)(vi), “Eligible Items Under the Emergency Forgivable Loan Criteria;” and Section III(B)(v), “Eligible Items and Rehabilitations Standards.”** (K.J. Whitley, Community Development Program Manager)

**Explanation:** In 2008, the Citizens Advisory Council on Urban Policy (“CACUP”) adopted a Community Development Block Grant Program Policies and Procedures Manual (“Manual”) and the City Council approved same pursuant to Council Bill/Resolution No. 1185-2008. The Manual was subsequently amended by Council Bill/Resolution No. 1181-2013. CACUP recently met on February 2, 2015, and approved three key amendments to the current Manual. City staff now seeks approval from Council to implement these amendments. Additional documentation attached.

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

3. **A Resolution authorizing approval of Change Order #1 with Leander Construction, Inc. for the Water Treatment Plant UV Disinfection Facilities and Filter Media Replacement Project, in the amount of \$62,840.22.** (Greg Swanson, Utilities General Manager)

**Explanation:** This project has reached substantial completion and approval of a change order is required to adjust the contract amount to reflect added scope work that was performed by the contractor during the course of the project. This added scope work includes:

Additional Work	Cost	Reason
Unforeseen Filter Media Conditions	\$50,000.00	Remove severely encrusted and fused filter media
Filter Under Drain Repairs	\$958.55	Repair defects in existing filter under drains
Modify Electrical Connections at UV Units	\$3,502.17	Enhance employee safety during maintenance
Paint Additional Existing Piping	\$8,379.50	Extend pipe life and color-code to match new pipe
<b>Total</b>	<b>\$62,840.22</b>	

The Committee-of-the-Whole was advised of the need to address the unforeseen filter media conditions due to the cost associated with this work during the Committee’s August 26, 2014 meeting. The change order increases the original contract value of \$809,000.00 to \$871,840.22.

**Staff Recommendation:** Approval  
**Fiscal Impact:** Funds are budgeted in account #310-1720-434.08-45  
**Public Notice/Recording:** N/A  
**Goals Impacted:** Upgrade City Infrastructure & Facilities

**4. A Resolution authorizing the Mayor and City Clerk to execute Temporary Technical Assistance Agreements with Missman, Inc., Shive-Hattery, Inc., TEAM Services, and American Testing and Engineering, LLC to help the Engineering Division implement the FY 2015 Capital Improvement Program. (Scott Hinton, City Engineer)**

**Explanation:** The City enters into several “Temporary Technical Assistance” agreements annually with local engineering firms to establish hourly rates for engineering services. These services are used to handle overflow engineering work and provide expertise that City staff does not possess.

**Staff Recommendation:** Approval  
**Fiscal Impact:** Funds are budgeted in account #510-9957-438.03-22  
**Public Notice/Recording:** N/A  
**Goals Impacted:** None Identified

**5. A Resolution authorizing the Mayor and City Clerk to execute a contract with Langman Construction, Inc. for Project #1223, 2015 Residential Resurfacing Program, in the amount of \$838,306.82. (Scott Hinton, City Engineer)**

**Explanation:** Project #1223 includes the pavement patching and asphalt resurfacing of 25<sup>th</sup> Avenue from 27<sup>th</sup> Street to 30<sup>th</sup> Street, 28<sup>th</sup> Street from 24 Avenue to 25<sup>th</sup> Avenue A, 32<sup>nd</sup> Avenue east of 7<sup>th</sup> Street, 34<sup>th</sup> Avenue east of 7<sup>th</sup> Street, and 44<sup>th</sup> Street from 18<sup>th</sup> Avenue to 20<sup>th</sup> Avenue. Bids were opened and publicly read on February 17, 2015 for Project #1223 with the following results:

\$838,306.82	Langman Construction, Inc.
\$858,888.00	Valley Construction Company
\$871,099.00	General Asphalt Construction Company
\$907,925.95	Walter D. Laud, Inc.
\$998,287.32	McCarthy Improvement Company
\$1,020,342.35	Brandt Construction Co.

**Staff Recommendation:** Approval  
**Fiscal Impact:** Funds are budgeted and available as identified below:

ACCOUNT	BUDGETED	AS-BID	
Utility Tax	1,145,000.00	811,381.82	510-9957-438.08-10
Water	15,000.00	4,725.00	310-1716-434.04-25
WPC	13,000.00	9,650.00	320-1840-433.04-25
Storm	23,000.00	12,550.00	330-1971-433.08-35
	\$1,196,000.00	\$838,306.82	

**Public Notice/Recording:** N/A  
**Goals Impacted:** Strong Local Economy, Upgrade City Infrastructure & Facilities

**6. A Resolution authorizing the Mayor and City Clerk to execute a contract with Emery Construction, Group, Inc. for Project #1217, 2015 Sidewalk Replacement Program, in the amount of \$117,220.** (Scott Hinton, City Engineer)

**Explanation:** The 2015 Capital Improvement Plan budget plan includes \$80,000 for the 75/25 Sidewalk Replacement Program and \$50,000 for bringing sidewalk ramps into compliance with the Americans with Disabilities Act. Bids were opened and publicly read on February 10, 2015 for Project #1217 with the following results:

\$117,220.00	Emery Construction Group, Inc.
\$135,260.00	Centennial Contractors of the Quad Cities, Inc.
\$153,320.00	Valley Construction Company
\$176,020.00	Walter D. Laud, Inc.

**Staff Recommendation:** Approval

**Fiscal Impact:** Funds are budgeted and available as identified below:

ACCOUNT	BUDGETED	AS-BID	
CIP	130,000.00	117,220.00	510-9957-438.08-17
Water			310-1716-434.04-25
WPC			320-1840-433.04-20
Storm			330-1971-433.08-35
	\$130,000.00	\$117,220.00	

**Public Notice/Recording:** N/A

**Goals Impacted:** Strong Local Economy, Upgrade City Infrastructure & Facilities

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**DISTRIBUTION AGREEMENT**  
*Pursuant to Court-Ordered Cy Pres in:*  
*United States of America, et al. v. Bank of America Corp., et. al*  
**No. 12-cv-0361; U.S. District Court for the District of Columbia**

This *Cy Pres*/Court-Ordered Distribution Agreement (hereinafter referred to as the Agreement), made this 1st day of July 2014, by and between the State of Illinois represented by the Attorney General of the State of Illinois, and Rock Island Economic Growth Corporation, an Illinois not-for-profit corporation (hereinafter referred to as Beneficiary) (the Attorney General and Beneficiary shall hereinafter be collectively referred to as the Parties), witnesseth:

WHEREAS, in the above captioned matter the Attorney General participated in a national settlement ("NFS Settlement") entered into with the nation's five largest bank servicers – Bank of America, J.P. Morgan Chase, Wells Fargo, Citibank, and Ally Bank, formerly GMAC – regarding allegations of widespread robo-signing of foreclosure documents and other fraudulent practices while servicing loans of struggling homeowners; and

WHEREAS, as a result of that settlement, the Attorney General will receive funds to be used to mitigate the effects of Illinois' foreclosure crisis, and on December 21, 2012, the Attorney General issued a request for qualifications and proposals seeking proposals from qualified entities for the receipt of funds from the NFS Settlement to be used to mitigate the effects of Illinois' foreclosure crisis by soliciting proposals from entities that would: (1) provide housing counseling services to renters and current and future homeowners; (2) provide mortgage acquisition or restructuring support to families affected by foreclosure; (3) invest in neighborhoods that have been destabilized by vacant and abandoned properties through collaborative partnerships; and (4) provide expertise to groups working to provide housing counseling services or to revitalize neighborhoods; and

WHEREAS, the Attorney General has allocated a portion of these settlement funds to Beneficiary in return for Beneficiary performing the services described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth in this Agreement and the benefits to accrue to the People of the State of Illinois, the Parties mutually promise and agree as follows:

**TERM.** The term of this Agreement is for a period of two (2) years, commencing on July 1, 2014 and ending on June 30, 2016, unless sooner terminated as herein provided.

**1. DISTRIBUTION OF FUNDS.** The Attorney General agrees to contribute and provide financial support to Beneficiary in the amount of \$3,500,000 (hereinafter referred to as the Funds). Beneficiary may provide up to the total amount of the Funds to (a) any Funded Team Partner, (b) any Illinois limited liability company in which the Beneficiary or a Funded Team Partner is the sole member, or (c) any Illinois limited liability company or Illinois limited partnership in which the Beneficiary or Funded Team Partner is the managing member or general partner, as applicable (the  Approved Affiliates ) in order for the Approved Affiliates to complete, on Beneficiary's behalf, the services described in this Agreement.

Beneficiary agrees to use the Funds solely for the provision of services as specified in this Agreement and strictly in accordance with the program budget, marked as "Exhibit A" and

incorporated herein by reference, unless Beneficiary has modified the services to be provided in accordance with paragraph 5 of this Agreement.

Subject to the satisfactory performance of the conditions of this Agreement, the Attorney General will pay the Funds to Beneficiary according to the following schedule:

<u>DATE</u>	<u>AMOUNT</u>
July 15, 2014	\$2,590,000
January 15, 2015	\$736,250
July 15, 2015	\$138,750
June 1, 2016	\$35,000

1. **TEAM PARTNERS.** The Team Partners shall be as follows: Rock Island Economic Growth Corporation (Beneficiary), City of Rock Island, City of Moline. City of East Moline, City of Sterling, City of Fulton. City of Morrison, Arc of the Quad Cities, and Project NOW.
4. **DESCRIPTION OF SERVICES.** Beneficiary, Team Partners and Approved Affiliates shall participate in a geographically-targeted effort to redevelop and stabilize areas in the **Northwestern Illinois Region in the Counties of Rock Island and Whiteside** with an emphasis on priority neighborhoods, consistent with local and regional plans, in the following communities: **Rock Island, Moline, East Moline, Fulton, Morrison and Sterling.** Stabilization efforts will assist neighborhoods impacted by foreclosures and vacant properties. The Target Area includes the following (blocks/census tracts/etc.):

**Rock Island**

- Downtown, Census Tract 17161022600
- College Circle Neighborhood, Census Tract 17161022800
- Broadway Neighborhood, Census Tract 171614023300
- Keystone Neighborhood, Census Tracts 171614022800 and 17161024500
- New Old Chicago Neighborhood, Census Tract 17161022600
- Additional scattered sites which meet eligibility requirements

**Moline**

- Scattered site – single family

**East Moline**

- Scattered site – single family

**Sterling**

- Scattered site – single family
- Downtown (predevelopment multifamily), Census Tract 17195001100)

**Fulton**

- Scattered site

**Morrison**

- Scattered site

**Arc of Quad Cities**

- **Broadway Neighborhood – Rock Island 171610233500**

**Project NOW**

- **New Old Chicago Neighborhood- Existing Tax Credit Project – Rock Island, Census Tract 17161022600.**

To accomplish this redevelopment effort, Beneficiary and Team Partners and Approved Affiliates will work collaboratively to acquire, demolish, rehabilitate, construct and/or facilitate the sale or rental of foreclosed and vacant units in their Target Area and/or to build new units. Through outreach, housing counseling and marketing, and predevelopment activities Beneficiary and Team Partners will work to keep families in their homes, and to create, track and develop a pool of qualified home buyers and renters for rehabbed and new homes.

Specifically, services to be provided by Beneficiary, Team Partners and Approved Affiliates shall include the following:

- **Rock Island Economic Growth Corporation (Beneficiary)** will serve as fiscal agent and project monitor, responsible for allocated funds to team partners, monitoring the progress of work performed by funded and unfunded team partners, distributing and collecting all reports required to be submitted in paragraph 33 of this Agreement. Beneficiary will further manage the development of 134 single and multi-family housing units via six different sites or initiatives within the jurisdictions of team partners, and will provide the related homebuyer counseling and education within the Northwestern Illinois Housing Coalition regional area. Beneficiary anticipates supporting 250 households per year, through counseling, and leveraging AG grant funds 3-to-1 with an additional \$10,500,000 of leveraged commitments. The six specific development sites and initiatives to be led by the Beneficiary are as follows:
  1. ***The Locks, (Census Tract 17161022600)*** is a 34 unit, new construction multifamily affordable rental. It is a transit-Oriented development that links housing and transportation, supporting the Livable Communities Initiative, an effort that strengthens the link between transit and communities.
  2. ***Star Block Lofts, (Census Tract 17161022600)*** is a rehabilitation of a historic building in downtown Rock Island. Of the 8 units, 2 are targeting veterans with special needs and individuals who want to live near work.
  3. ***Villas at College Hill (Census Tract 17161022800)*** is a project in partnership with Augustana College, Rock Island and consists of building 3 new infill single family, affordable housing units in a foreclosed subdivision.
  4. ***Boese and Lawrence Predevelopment (Census Tract 17195001100):*** These grant dollars will assist with the predevelopment costs of two multifamily buildings in downtown Sterling. This work will restore significant historical buildings and create up to 40 additional rental units in a community that lacks livable rental units.
  5. ***Single family rehab initiative (scattered site):*** The cities of East Moline and Morrison will use grant dollars to acquire vacant or abandoned single family units and rehabilitate them in an effort to stabilize neighborhoods and utilize existing housing stock.
  6. ***Single family new construction initiative (scattered site):*** The cities of Moline, Sterling and Fulton will use grant funds as leverage to private debt, other grant dollars, (Example:

Moline and Sterling leveraging NSP2 Program Income) to create new single family affordable housing units in their communities.

- **The City of Rock Island (Unfunded Partner)** will support Beneficiary's demolition, acquisition and rehab activities for scattered site in priority Target areas. The Unfunded Partner will provide leveraged dollars for demolition activities, and work with Beneficiary to identify areas and projects of greatest need. GROWTH will manage program funds on behalf of the City of Rock Island.
- **The City of Moline (Funded Partner)** will contribute to Beneficiary's new construction activities in priority Target area. The Funded Partner will provide leveraged dollars (such as NSP 2 Program Income) to create new single family affordable housing units to continue the successful progress that began with NSP 2.
- **City of East Moline: (Funded Partner)** will contribute to Beneficiary's demolition, acquisition and rehab activities in priority Target areas. The Funded Partner will use grant dollars to acquire vacant or abandoned single family units and rehabilitate them in an effort to stabilize neighborhoods and utilize existing housing stock. The Funded Partner will use demolition funds to eliminate blighted residential structures. **City of Sterling: (Funded Partner)** will contribute to Beneficiary's demolition activities in priority Target areas, as well as the predevelopment of two multifamily properties in downtown Sterling (Census Tract 17195001100). The funded partner will contribute to the Beneficiary's new construction activities in priority Target areas by leveraging private debt, other grant dollars (such as NSP 2 Program Income) to create new single family affordable housing units to continue the successful progress that began with NSP 2.
- **City of Fulton: (Funded Partner)** will contribute to Beneficiary's new single family construction activities in priority Target areas. The Funded Partner will use grant funds as leverage to private debt and other grant dollars to create single family affordable housing units in scattered sites
- **City of Morrison: (Funded Partner)** will contribute to Beneficiary's acquisition and rehab activities in priority Target areas. The Funded Partner will use grant dollars to acquire vacant or abandoned single family units and rehabilitate them in an effort to stabilize neighborhoods and utilize existing housing stock.
- **Arc of the Quad Cities: (Funded Partner)** will contribute to the demolition and new construction of 6 new group homes in priority in scattered sites in Moline and Rock Island. With the Funded Partner serving as lead on this development, these homes will serve up to 6 individuals with special needs, per the Ligas Consent Decree.
- **Project NOW: (Funded Partner)** will contribute to the rehab and improvements of an existing property in the New Old Chicago Neighborhood, Rock Island (Census Tract 17161022600) with expiring tax credits in priority Target area. Project NOW will also use funds to rehabilitate 2 units in an underutilized building in downtown Rock Island to create 2 affordable housing rental units. The Funded Partner is serving as lead on these developments

**Beneficiary, Team Partners' and Approved Affiliates' goals are to implement a sustainable revitalization strategy, leveraging and aligning the expertise of public and private partners in prioritized redevelopment in the Quad Cities, and creating economic impact by increasing local tax base and providing jobs and services through the use of AG grant funds.**

In order to achieve above-stated goals and National Foreclosure Settlement ("NFS") goals for housing counseling and community revitalization awards, Beneficiary will abide by affordability requirements by other funders, and will sell/ rent housing units at or below 120% of the area median income based on requirements by any projects that leverage Neighborhood Stabilization Funds, State Donation Tax Credits and HOME funds. Beneficiary will sell/rent housing units that are created to stabilize the local

housing market in targeted neighborhoods at the market price. It is anticipated that some homes may be sold or rented to households exceeding 120% of AMI. The affordability requirements of other funders include a 5 year recapture agreement for homeowners purchasing units assisted with HOME or NSP funds and 10 to 15 year regulatory agreements for multi-family projects assisted with State Donation Tax Credit proceeds, NSP funds and / or HOME funds.

In addition, Beneficiary, Team Partners and/or Approved Affiliates shall make best efforts to participate fully in all relevant trainings and technical assistance offered by other awardees of these NFS awards throughout the term of this contract that are relevant to the Project described herein, including but not limited to participation in webinars, workshops, and individual sessions with technical assistance providers. Beneficiary, Team Partners and Approved Affiliates shall in good faith consider using the recommendations of the training and technical assistance providers for the Project described herein.

5. **MODIFICATION OF SERVICES.** Beneficiary shall not change, modify, revise, alter, amend, or delete any part of the services it has agreed to provide or change, alter, or extend the time constraints for the provision of such services as provided herein without the prior written consent of the Attorney General.
6. **ASSIGNMENT AND SUBCONTRACTING.** Beneficiary shall make no assignment of this Agreement, or of any right accruing under this Agreement or of any Funds distributed to Beneficiary pursuant to this Agreement and shall not subcontract any part of this Agreement without prior permission from the Attorney General, except to Team Partners and Approved Affiliates. Beneficiary shall provide a copy of this Agreement to Approved Affiliates and any party with whom Beneficiary and Approved Affiliates may contract in connection with the services provided hereunder and shall require that any such subcontract or assignment incorporate by reference the terms and conditions of this Agreement, as applicable, so that each provision of this Agreement shall be binding upon each Team Partner, Approved Affiliate, subcontractor or assignee.
7. **TERMINATION OF AGREEMENT.** This Agreement may be terminated and canceled for cause by the Attorney General, by giving written notice to Beneficiary thirty (30) days in advance of such termination and cancellation, delivered by certified mail, return receipt requested, to Beneficiary as hereinafter provided. In the event that this Agreement is terminated prior to the expiration date of this Agreement, Beneficiary shall promptly return to the Attorney General all unexpended Funds and any Funds that have been expended in violation of this Agreement. Termination for "cause" in this Agreement includes but is not limited to: (i) any failure to observe or perform any obligations under this Agreement; and (ii) making any misrepresentations or false certifications under this Agreement.

In the alternative, when the Attorney General finds cause for termination by the Beneficiary or one of its subcontractors or assignees, the Attorney General may:

- a) Withhold all or any portion of the payments owed until the cause for termination is cured to the Attorney General's satisfaction. If the Attorney General finds cause for termination the Attorney General has the option to continue payments to the Beneficiary for portions of the contract not being performed by the subcontractor or assignee;
- b) Require additional oversight by the Attorney General, including compliance and quality controls;

- c) Require the submission of additional information with respect to the Beneficiary or its subcontractors or assignees financial condition or ability to continue performance under the Agreement; and,
- d) Require the Beneficiary to terminate for cause the contract between the Beneficiary and subcontractor or assignee.

8. **EXPENDITURE OF FUNDS.** All Funds distributed hereunder shall be expended within the term of this Agreement. Any Funds not expended or legally obligated by the end of the term of this Agreement must be returned to the Attorney General within forty-five (45) days after the end of the term of this Agreement, unless otherwise provided in this Agreement.

Any income generated and received by Beneficiary as a result of its use of the Funds shall be disclosed to the Attorney General in its reporting as described in Paragraph 33 of this Agreement and shall be used by Beneficiary in furtherance of its Description of Services provided in Paragraph 4 of this Agreement and the use of said income shall be governed by all provisions of this Agreement.

#### **MONITORING**

9. **MONITORING.** The Beneficiary hereby acknowledges and agrees that the Attorney General and its designated monitoring committee may inspect or monitor, or retain third parties to inspect or monitor, the Beneficiary's compliance with the terms, conditions, and covenants of this Agreement.

#### **REPRESENTATIONS AND WARRANTIES**

10. **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAW.** Beneficiary certifies that it shall at all times, in the performance of this Agreement, comply with all applicable federal, State, and local laws and regulations, as may be applicable to Beneficiary in the performance of the Services described in this Agreement, including but not limited to: Workers' Compensation Act, 820 ILCS 305/1 *et seq.*, Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575/1 *et seq.*, Unemployment Insurance Act, 820 ILCS 405/100 *et seq.*, Illinois Prevailing Wage Act, 820 ILCS 130/01 *et seq.*, Davis-Bacon Act and other labor standards, 24 CFR 570.603 *et seq.*, 29 CFR Parts 1, 3 and 5 *et seq.* the Truth in Lending Act, 15 U.S.C. §1601 *et seq.*, the Home Ownership and Equity Protection Act, 15 U.S.C. §1639, the Federal Trade Commission Act, Illinois 15 U.S.C. § 41 *et seq.*, the Equal Credit Opportunity Act, 15 U.S.C. § 701 *et seq.*, the Fair Credit Reporting Act, 15 U.S.C §1681 *et seq.*, the Fair Debt Collection Practices Act, 15 U.S.C. §1692 *et seq.*, the Real Estate Settlement Procedures Act, 12 U.S.C. § 2601 *et seq.*, the Fair Housing Act, 42 U.S.C. § 3601 *et seq.*, the Gramm Leach Bliley Act, 15 U.S.C. §§6801-6809, and §§114 and 315 of the Fair and Accurate Credit Transactions Act of 2003 (the "FACT Act", 15 U.S.C. §§.1681m(e) and 1681c(h)), Illinois State Agency Historic Resources Preservation Act, 20 ILCS 3420 *et seq.*, U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act, 24 CFR Part 85, OMB Circular A-133 (Audits of State and Local Governments); OMB Circular A-110, the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*, the Americans with Disabilities Act of 1990, and the regulations promulgated thereunder; the Environmental Barriers Act, 410 ILCS 25/1 *et seq.*, the Illinois Accessibility Code, 71 Ill. Adm. Code 400 *et seq.*; and all other applicable federal, State, and local fair housing and equal opportunity laws and regulations; all other provisions of federal, State and local law relative to non-discrimination; and all other

federal and State laws and regulations applicable thereto, including without limitation, those designed to prevent unfair, discriminatory or predatory lending practices, tenant rights and licensing. Beneficiary shall comply with all applicable local, state and federal construction-related laws, regulations, ordinances and codes, including but not limited to local building codes, zoning codes, relocation requirements, and other construction-related requirements. This Agreement shall be construed in accordance with and governed in all respects by the laws of the State of Illinois.

11. **PROVISION OF FALSE INFORMATION.** Beneficiary acknowledges that the provision of false or misleading information to the Attorney General in connection with this Agreement may constitute a violation of: (a) federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title Eighteen of the United States Code; or (b) the Civil False Claims Act, 31 U.S.C. Sections 3729-3733 and the Illinois False Claims Act, 740 ILCS 175/1 *et seq.* The Beneficiary agrees to immediately disclose to the Attorney General any discovered credible evidence, in connection with this Agreement, that a management official, employee, or contractor of the Beneficiary has committed, or may have committed, a violation of the referenced statutes in this Section or other wrongdoing.
12. **CHARITABLE ORGANIZATION STATUS.** Beneficiary certifies that it is a charitable organization subject to Illinois' Charitable Trust Act (760 ILCS 55/1 *et seq.*) and the Solicitation for Charity Act (225 ILCS 460/0.01 *et seq.*), and, if subject to either of these Acts, that all appropriate registration materials and annual reports have been filed with the Attorney General's Charitable Trust Bureau.
13. **GOOD STANDING AND AUTHORITY TO ACT.** Beneficiary certifies that it is a duly organized Illinois not for profit organization in good standing with the Illinois Secretary of State with full legal power and authority to engage in the transactions contemplated herein, and that it is designated tax exempt under 501(c)(1) or 501(c)(3) of the Internal Revenue Code, 26 U.S.C. § 501(c).
14. **CERTIFICATIONS BY HOUSING COUNSELING AGENCIES.** Beneficiary certifies that it is HUD-certified agencies and shall remain HUD-certified agencies throughout the term of the Agreement, and that all employees providing HUD-certified housing counseling services shall be approved/certified counselors or will become approved/certified counselors through training provided by NeighborWorks America, within one year of the date of this Agreement or a later date if approved by the office of the Attorney General. The Beneficiary certifies that its Team Partner will adhere to the National Industry Standards Code of Ethics and Conduct as appropriate for the counseling it will provide under this Agreement, created by the Advisory Council for the National Industry Standards for Homeownership Education and Counseling.
15. **DISCRIMINATION OF PROGRAM PARTICIPANTS.** Beneficiary certifies that it shall not, in the selection of persons for participation in services in connection with this Agreement, or in any other manner, discriminate against any person on the grounds of race, color, creed, religion, sex, age, unfavorable military discharge, ancestry, handicap, national origin, marital status, or familial status.
16. **LITIGATION.** The Beneficiary has not received any written notice of any action, suit, restraining order, injunction, investigation, proceeding or inquiry at law or in equity, pending or threatened, by or before any judicial, quasi-judicial, legislative or administrative court, agency or

authority, or any arbiter, nor to the best of Beneficiary's knowledge is there any basis for any of the foregoing, wherein an unfavorable determination, ruling or finding would materially adversely affect the validity or enforceability of this Agreement or the ability of the Beneficiary to perform its respective obligations hereunder.

17. **PRIVACY.** The Beneficiary certifies that the Beneficiary agrees to comply with all applicable laws and regulations, including the Gramm-Leach-Bliley Act ("the GLB Act"); and the Illinois Personal Information Protection Act, 815 ILCS 530 *et seq.* In the event the Beneficiary acts as a "financial institution" under the GBL Act, by becoming significantly engaged in providing financial services such as loans to individuals, the Beneficiary agrees to comply with the Financial Privacy Rule, ensuring that privacy practices are succinct and easy to read ("the Financial Privacy Rule"); the Federal Trade Commission's established policies and procedures for safeguarding applicants' and individual participants' information ("the Safeguards Rule"); to establish appropriate measures to dispose of applicants' and borrowers' information in compliance with the "Disposal Rule" and to include appropriate protections and procedures designed to prevent Pretexting of applicants' and individual participants' nonpublic private information.
18. **CONFLICT OF INTEREST.** Beneficiary certifies that no board member, officer, agent or representative of the Beneficiary, or employee of the Beneficiary with Board-delegated powers:
- (a) possesses or shall acquire any direct or indirect financial interest in any contract, transaction, or other arrangement, in which the Beneficiary is a party pursuant to the terms of this Agreement;
  - (b) shall disclose or use confidential, special, or inside information of or about the Beneficiary, the services provided by the Beneficiary under this Agreement, or this Agreement for personal profit or advantage;
  - (c) shall influence the Beneficiary's business, administrative, or material decisions in furtherance of this Agreement, in a manner that leads to his or her personal gain or advantage;
  - (d) shall participate in deliberations or actions resulting in the purchase of goods or services from any entity in which he or she or his or her family members have a financial interest;

For purposes of this paragraph, a board member, officer, agent, representative, or employee has a "financial interest," if he or she possesses, directly or indirectly, through a business relationship, investment relationship, or relationship with a family member, any of the following:

- (1) An ownership or investment interest in any entity or individual with which the Beneficiary has entered into a contract, transaction, or other arrangement or which seeks to enter into a business relationship with the Beneficiary;
- (2) A compensation arrangement with any entity or individual with which the Beneficiary has entered into a contract, transaction, or other arrangement or which seeks to enter into a business relationship with the Beneficiary; or
- (3) A potential ownership interest, investment interest, or compensation arrangement with any entity or individual with which the Beneficiary is negotiating a contract, transaction, or other arrangement.

A "family member" is defined as any member of the board member's, officer's, agent's, representative's, or employee's immediate family and includes parents, siblings, spouse, domestic partner, children, stepchildren, grandchildren and in-laws.

19. **DISCRIMINATION.**

(a) Beneficiary hereby agrees to:

- i) Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- ii) Comply with the procedures and requirements of the regulations of the Department of Human Rights concerning equal employment opportunities and affirmative action; and
- iii) Provide such information, with respect to its employees and applicants for employment, and assistance as the Department of Human Rights may reasonably request. 775 ILCS 5/2-105.

(b) The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*) and the regulations promulgated thereunder (28 C.F.R. §35.130), hereinafter collectively referred to as the "ADA," prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit, or service. As a condition to this Agreement, Beneficiary certifies that services, programs, and activities provided under this Agreement are and will continue to be in compliance with the ADA.

20. **SEXUAL HARASSMENT POLICIES.** Beneficiary agrees to establish and maintain written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of "sexual harassment" under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Beneficiary's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by section 6-101 of the Illinois Human Rights Act. 775 ILCS 5/6-101.

21. **IMMIGRATION REFORM AND CONTROL ACT OF 1986.** Beneficiary hereby certifies that Beneficiary has complied with the provisions and requirements of the Immigration Reform and Control Act of 1986 (Public Law 99-603, effective November 6, 1986), which, in part, prohibits employers from knowingly hiring undocumented workers.

22. **BRIBERY.** Beneficiary certifies that neither it nor any of its authorized agents has been convicted or made an admission as a matter of record of having bribed or attempted to bribe an officer or employee of any Federal, State, or local governmental entity.

23. **FELONY CONVICTION.** Beneficiary certifies that neither it nor any of its authorized agents has been convicted of a felony, the sentence of which has been completed within the five (5) years prior to the date of this Agreement, or if it or one of its authorized agents has, that the

person(s) held responsible by a prosecutorial office for the facts upon which the conviction was based has no involvement with the business.

24. **SARBANES-OXLEY ACT.** Beneficiary certifies that neither it nor any of its authorized agents has been convicted of a felony under the Sarbanes-Oxley Act of 2002 (15 U.S.C. §7201 *et seq.*) or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 (815 ILCS 5/1 *et seq.*) within the five (5) years prior to the date of this Agreement.
25. **DEBT DELINQUENCY.** Beneficiary certifies that neither it nor any of its authorized agents is delinquent in the payment of any debt to the State, or, if it or one of its authorized agents is delinquent in the payment of any debt to the State, that it or its authorized agent has entered into a deferred payment plan to pay off the debt.
26. **ENVIRONMENTAL PROTECTION ACT.** Beneficiary certifies that neither it nor any of its authorized agents has been found by a court or by the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the five (5) years prior to the date of this Agreement, or, if it or one of its authorized agents has, Beneficiary certifies that no person involved in the violation continues to have any involvement with its business.
27. **EDUCATIONAL LOANS.** To the extent that the Educational Loan Default Act (5 ILCS 385/0.01 *et seq.*) applies to this Agreement, Beneficiary certifies that neither it nor any of its authorized agents is in default on an educational loan.
28. **DUES TO CLUBS WHICH DISCRIMINATE.** Beneficiary certifies that it does not pay dues or fees on behalf of its employees or agents or subsidize or otherwise reimburse them for payment of their dues or fees to any club which unlawfully discriminates.
29. **DRUG FREE WORKPLACE CERTIFICATION.** Beneficiary certifies and agrees that it will provide a drug free workplace as provided under section 3 of the Drug Free Workplace Act (30 ILCS 580/3) by:

(a) Publishing a statement:

- i) Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in Beneficiary's workplace;
- ii) Specifying the actions that will be taken against employees for violations of such prohibition; and
- iii) Notifying the employee that, as a condition of employment on this Agreement, the employee will:
  - A) Abide by the terms of the statement; and
  - B) Notify the employer of any criminal drug statute conviction or a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- i) The dangers of drug abuse in the workplace;
  - ii) Beneficiary's policy of maintaining a drug free workplace;
  - iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - iv) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subsection (a) to each employee engaged in the performance of this Agreement and posting the statement in a prominent place in the workplace.
- (d) Notifying the Attorney General within ten (10) days after receiving notice under part (B) of paragraph (iii) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act (30 ILCS 580/5).
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*)

30. **TAXPAYER IDENTIFICATION NUMBER CERTIFICATION.** Beneficiary certifies, under penalty of perjury, that its Federal Taxpayer Identification Number listed herein is accurate and true. Beneficiary further certifies that it is not subject to backup withholding because: (a) Beneficiary is exempt from backup withholding; (b) Beneficiary has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the IRS has notified Beneficiary that it is no longer subject to backup withholding. Beneficiary also certifies that it is a U.S. citizen or other U.S. person.

TIN Number (Employer Identification Number): 36-4090773

Beneficiary certifies that it is performing the services covered by this Agreement as a (please check appropriate legal status):

Tax-exempt not for profit corporation  
 (Provide the name of corporation) **Rock Island Economic Growth Corporation**

Governmental entity  
 (Provide the name of governmental entity) \_\_\_\_\_

31. **FALSE CERTIFICATIONS.** Beneficiary acknowledges that responding falsely to any of the certifications required by this Agreement shall constitute cause under paragraph 7.

32. **NOTICES.** All notices required to be served shall be served by certified mail, return receipt requested, duly addressed and postage prepaid. Notices shall be sent to the Parties at the addresses given below, unless otherwise instructed:

**ATTORNEY GENERAL:**

Kim Pulliam  
Administrator  
Attorney General of the State of Illinois  
500 South Second Street  
Springfield, Illinois 62706

**BENEFICIARY:**

Rock Island Economic Growth Corporation  
Attention: Brian Hollenback  
President  
100 19<sup>th</sup> Street, Suite 109  
Rock Island, Illinois 61201

In all correspondence between the Parties with respect to this Agreement, the case number shall be clearly identified and referred to. The case number of this Agreement is FSR-Community Revitalization # 13-039.

33. **REPORTS.** During the term of this Agreement, Beneficiary shall provide to the Attorney General the following information and reports:

- a) Notice of any reports submitted to other funders of this project by Beneficiary, Team Partners, Approved Affiliates or other approved subcontractors;
- b) Any reports submitted to other funders of this project by Beneficiary, Team Partner(s) or other approved subcontractors upon request from the Office of the Attorney General;
- c) Annual audited financial statements of the Beneficiary and, upon request, of Team Partner(s) and/or other approved subcontractors;
- d) Semi-annual narrative explanations of the completion of goals to date by Beneficiary including information on performance and completion of goals to date by Team Partner(s) and/or other approved subcontractors; and,
- e) Any other such periodic reports as the Office of the Attorney General deems necessary.

Reporting deadlines shall be calculated from the date of commencement of this Agreement, as stated in Paragraph 1, above.

Reports must be submitted to:

Kim Pulliam  
Administrator  
Office of the Attorney General

500 South Second Street  
Springfield, Illinois 62706

Failure to comply with the reporting requirements or deadlines may result in the delay of payment, the withholding or suspension of the distribution of the Funds, or the termination of this Agreement.

34. **MAINTENANCE OF RECORDS.** Beneficiary shall maintain and preserve all books, records, or papers, including but not limited to electronic records, (hereinafter "books, records, or papers") relating to the programs or projects for which the Funds were provided under this Agreement, including the amounts, recipients, and uses of all disbursements of the Funds passing in conjunction with the Agreement for a period of five (5) years after the completion of the Agreement. Beneficiary shall make available all books, records, and papers related to the Agreement for review and audit by the Auditor General of the State of Illinois, the Attorney General, or their designees. Beneficiary agrees to cooperate fully with any audit conducted hereunder and to provide full and free access to all relevant materials. Beneficiary's failure to maintain the books, records, and papers required by this paragraph shall establish a presumption in favor of the Attorney General for the recovery of any Funds paid under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.
35. **STATUS.** Nothing in this Agreement shall be considered to create the relationship of employer and employee or principal and agent between the Parties.
36. **SEVERABILITY.** This Agreement and all provisions hereof are intended to be whole and entire, and no provision or any part hereof is intended to be severable.
37. **BINDING AGREEMENT.** This Agreement shall be binding upon, and its benefits and obligations shall inure to each of the Parties, their representatives, successors, and assigns.
38. **BINDING AUTHORITY.** The signatories below acknowledge that they have the lawful authority to bind the Parties for whom they are signing to the terms of this Agreement.
39. **COUNTERPARTS.** This Agreement may be signed in counterparts, each of which, when so executed and delivered to the other party, shall be deemed an original. Facsimile and other electronically transmitted signatures are valid and binding. The Agreement shall be deemed fully executed on the date upon which it has been executed by both Parties.
40. **MODIFICATION OF AGREEMENT.** No alteration, amendment, modification, variation, addition, or deletion of any provision of this Agreement shall be effective unless it is in writing and signed by both Parties.
41. **INDEMNIFICATION.** By its execution of this Agreement, the Beneficiary agrees to and shall indemnify and hold the Attorney General and its officials, employees, agents, affiliates, independent contractors and respective successors and assigns harmless against all claims, liabilities, costs, damages, judgments, suits, actions, causes of action, losses and expenses, including reasonable attorney's fees and costs of suits, relating to, arising out of, or resulting from the Beneficiary's breach of the Agreement or violation of law, willful misconduct or negligence relating to any act or omission of the Beneficiary or its officials, employees, agents, affiliates or independent contractors and respective successors and assigns.

42. **INSURANCE REQUIREMENTS.** Beneficiary shall procure, or require the relevant party to procure, the following forms of insurance in reasonable amounts commensurate with the risk. All coverage shall be written by insurance companies with a Best rating of A or better, and a Standard and Poor's rating of BBB or better:

Awardees: Beneficiary shall keep sufficient insurance coverage in place during the term of this Agreement to protect assets from loss due to theft, fraud, and/or undue physical damage, including a blanket fidelity bond covering all employees in an amount equal to Funds advanced hereunder.

Property Owner's Insurance Policies: For any entity that owns and develops real property acquired or rehabilitated by these Funds, the following insurance coverages shall be secured: Property, Builder's Risk, and Comprehensive General Liability Insurance. Property Owner's Insurance Coverage shall also comply with the insurance requirements of all lenders, investors, or funders of their Project.

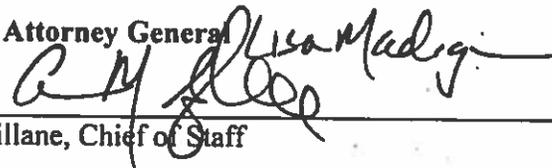
General Contractor's Insurance Policies: For any general contractor working on a project funded by the National Foreclosure Settlement Awards, the following insurance coverages shall be secured: Comprehensive General Liability Insurance, Automobile Liability, Worker's Compensation, and Excess Umbrella Liability. General Contractor's Insurance Coverage shall also comply with the insurance requirements of all lenders, investors, or funders of the Project.

43. **TITLE COMPANY REQUIREMENTS.** All Beneficiaries who are using Funds to acquire and rehabilitate real property shall engage a title company (the "Title Company") to establish a construction escrow account (the "Escrow Account") and to process the disbursement of Funds from the Escrow Account. All Funds used to pay for hard and soft costs of acquisition, rehabilitation, and construction of real property shall be disbursed through the Title Company pursuant to a standard form of Title Company escrow agreement (the "Escrow Agreement"), in accordance with a standard form of an owner's sworn statement ("OSS") identifying the costs to be paid for with Funds and other sources, and pursuant to a standard disbursement process in which the Title Company collects lien waivers and/or invoices for all work funded through the Escrow Account.

44. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between and among the Parties. All agreements, covenants, and representations made by the Parties concerning the subject matter of this Agreement are contained in this Agreement and superseded by this Agreement.

Attest:

Lisa Madigan, Attorney General

By: 

Ann Spillane, Chief of Staff

Date

7/2/14



**EXHIBIT A  
PROJECT BUDGET**

<b>Partner</b>	<b>Activity</b>	<b>Amount Allocated</b>	<b>Amount Leveraged</b>	<b>Leverage Source/Status</b>
City of Rock Island	Demolition	75,000.00	225,000*	City funds
	Purchase Rehab	175,000.00	525,000*	Private Debt
City of Moline	SF - New Const.	250,000.00	750,000*	NSP 2 Sales Proceeds
City of East Moline	Demolition	20,000.00	60,000*	City funds
	Purchase Rehab	250,000.00	750,000*	Private Debt
City of Morrison	Purchase Rehab	100,000.00	300,000*	Private Debt
City of Fulton	New Construction	250,000.00	750,000*	Private Debt
City of Sterling	Demolition	35,000.00	105,000*	City funds
	MF - Predevelopment	50,000.00	150,000*	Private Debt, HOME funds, Tax Credits
	SF - New Const.	200,000.00	600,000*	NSP 2 Sales Proceeds, Private Debt
Arc of Quad Cities	Demolition	20,000.00	60,000*	
	New Const. Group Home	125,000.00	375,000*	DCEO Private Debt
ProjectNOW	Improvements/Rehab of expiring tax credit project	100,000.00	300,000*	City of Rock Island, TIF
	Rehab of 2 downtown vacant units			
RI GROWTH.	Administration (10%)	350,000.00		
	General Operating (5%)	175,000.00		
	Projects (See below project schedule*)	1,250,000.00	7,631,000	Bank Orion MWA Bank US Bank Committed Debt, City of Rock Island, IHDA, NSP 2 Sales Proceeds
	Homebuyer Education / Counseling	75,000.00	225,000*	FPP, Mon Valley
<b>TOTALS</b>		<b>3,500,000.00</b>		

\*Initial Commitment. Leverage based on 3:1 ratio. Using 80% LTV based on development costs. \*PROJECT SCHEDULE

Total Grant Award	Leverage	Project Name	Units Impacted	Disbursement			
				Disbursement 1	Disbursement 2	Disbursement 3	Disbursement 4
				1-Jul-14	1-Jan-15	1-Jul-15	1-Jan-16
3,500,000				2,590,000	736,250	138,750	35,000
250,000	6,050,000	The Locks	34	250,000			
600,000	1,100,000	Star Block	8	300,000	300,000		-
400,000	481,000	College Hill	4	400,000			
350,000	-	Administration Costs (10%)	na	175,000	78,750	78,750	17,500
175,000	-	Operational (5%)	na	87,500	35,000	35,000	17,500
		<b>Subtotal</b>		<b>1,215,500</b>	<b>413,750</b>	<b>113,750</b>	<b>35,000</b>
130,000	390,000	Demolition Activities: Rock Island: 75,000 East Moline: 20,000 Sterling: 35,000 Arc of QC 20000	20	130,000			
1,122,500	3,675,000	Single Family (new and rehab): Rock Island: 175,000 Moline: 250,000 East Moline: 250,000 Sterling: 200,000 Fulton: 250,000 Morrison: 100,000	14	1,000,000	225,000.00		
50,000	150,000	PreDev \$ for Sterling, Lawrence:	40	50,000			
225,000	225,000	Housing Counseling / Education	250/year	25,000	25,000	25,000	-
145,000	435,000	Group Home (ARC)	6 homes, 36 persons	72,500	72,500		-
100,000	300,000	Project NOW	8	100,000			
<b>3,500,000</b>	<b>12,806,000</b>	<b>TOTALS</b>	<b>134</b>	<b>2,590,000</b>	<b>736,250</b>	<b>138,750</b>	<b>35,000</b>

**Northwestern Illinois Housing Coalition  
Illinois Attorney General Nation Foreclosure Settlement Funds**

**FUNDING AGREEMENT**

**Rock Island Economic Growth Corporation  
&  
City of Moline, Illinois**

THIS AGREEMENT, entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the Rock Island Economic Growth Corporation (herein called the "Lead Member") and the **City of Moline, Illinois** (herein called the "Coalition Member").

WHEREAS, the Lead Member is responsible for leading and convening activities of the Northwestern Illinois Housing Coalition (NIHC), and;

WHEREAS, the NIHC includes the Lead Member along with the following Coalition Members: Adult Rehabilitation Center of the Quad Cities, City of East Moline, City of Fulton, City of East Moline, City of Moline, City of Rock Island, City of Sterling, Project NOW, and;

WHEREAS the Lead Member submitted an application for grant funding on behalf of the NIHC to the Office of the Illinois Attorney General, for the National Foreclosure Settlement Funds (NSF) program, and;

WHEREAS, the Lead Member is the recipient and administrator of NSF funds and desires to contract with the Coalition Member to achieve objectives set forth in the NIHC grant application and in accordance with the provisions set forth in the NSF Funding Agreement between the Illinois Attorney General Office and the Lead Member.

NOW, THEREFORE, it is agreed between the parties hereto that;

**I. SCOPE OF SERVICE**

**A. Activities / Deliverables / Budget**

The Coalition Member will be responsible for performing NSF activities described in **Exhibit 1** in a manner satisfactory to the Lead Member and consistent with all standards required as a condition of providing NSF funds. The Coalition Member shall be responsible for delivering and/or producing the activities and deliverables described in Exhibit 1. Any change to the activities listed below must be approved by the Lead Member in the form of a fully executed amendment to this Coalition Agreement.

**B. Income Eligibility Requirements**

The Coalition Member shall comply with any and all income eligibility requirements stated in the **Distribution Agreement**, attached hereto as Exhibit II and incorporated herein.

**C. Levels of Accomplishment – Goals and Performance Measures**

The Coalition Member must comply with the deliverables as described in **Exhibit I** and any additional reporting requirements announced by the Illinois Attorney General Office at any time during the duration of this agreement.

The Lead Member will monitor the performance of the Coalition Member based on goals and performance standards as stated above with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract.

The Lead Member will conduct onsite and desk monitoring throughout the grant term. Performance found to be substandard as determined by the Lead Member will constitute noncompliance with this Agreement. Recommended corrective actions that are not taken by Coalition Members with substandard performance within a reasonable period of time as identified by the Lead Member, is cause for contract suspension or termination procedures.

Coalition member agrees to provide the Illinois Attorney General Office or its designee(s), the Lead Member, and the Coalition Member's internal auditors access to all records related to performance of activities covered in this agreement.

Coalition Member will provide monthly program reports in a format and time required by the Lead Member and quarterly progress reports in a format and time required by the Lead Member. The Lead Member will use such information to monitor progress and report on information.

## **II. CONTRACT TERM**

The contract term shall begin on the date this Agreement is executed by all parties and shall end on **June 30, 2016**, unless sooner terminated as herein provided.

## **III. BUDGET**

A Budget is attached hereto with Exhibit I and incorporated herein. The Lead Member may require a more detailed budget breakdown than the one contained herein, and the Coalition Member shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Lead Member. **Any amendments to the budget must be approved in writing by both the Lead Member and the Coalition Member.**

## **IV. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Lead Member to the Coalition Member under this Agreement shall not exceed **\$250,000**. Requests for the payment of eligible expenses shall be associated with the line item budgets specified in the budget. All payments to the Coalition Member shall be made on a reimbursement basis. The Lead Member will provide a Reimbursement Form to be completed by the Coalition Member. The Coalition Member will provide supporting documentation for all eligible costs incurred.

## **V. NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic

means. Any notice sent as aforesaid shall be effective on the date of sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

**Lead Member**

Rock Island Economic Growth Corporation  
Brian Hollenback, President  
100 19<sup>th</sup> Street, Suite 109  
Rock Island, IL 61201  
Telephone: 309-788-6311  
Fax: 309-788-6323

**Coalition Member**

City of Moline  
Scott Raes, Mayor  
619 16<sup>th</sup> Street  
Moline, IL 61265  
Telephone: 309-524-2001  
Fax: 309-524-2020

**VI. GENERAL CONDITIONS**

A. General Compliance

The Coalition Member agrees to comply with All NSF requirements, including those found in the attached Exhibits as well as all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Coalition Member further acknowledges its responsibility for adherence to all applicable terms and conditions of this grant award by sub-recipient entities and contractors, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration. The Coalition Member further agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Coalition Member shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Lead Member shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Coalition Member is an independent contractor.

C. Hold Harmless

The Coalition Member shall hold harmless, defend, and indemnify the Lead Member from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the

Coalition Member's performance or nonperformance of the services or subject matter called for in this Agreement.

The Lead Member shall hold harmless, defend, and indemnify the Coalition Member from any and all claims, actions suits, charges, and judgments whatsoever that arise out of the Lead Member's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Coalition Member shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Coalition Member shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and at a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Lead Member. Insurance shall also follow amounts and types identified in Exhibit II.

F. Amendments

The Lead Member may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts. Such modifications must make specific reference to this Agreement and be executed in writing by a duly authorized representative of both the Lead Member and Coalition Member. Such amendments shall not invalidate this Agreement, nor relieve or release the Lead Member or Coalition Member from its obligations under this Agreement.

G. Suspension or Termination

The Lead Member may suspend or terminate this Agreement if the Coalition Member materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the statutes, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Coalition Member to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Coalition Member to the Lead Member reports that are incorrect or incomplete in any material respect.

This Agreement may also be terminated for convenience by mutual agreement between the Lead Member and the Coalition Member, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Lead Member determines that the remaining portion of the award will not accomplish the purpose for which the award was

made, the Lead Member may terminate the award in its entirety. Such a termination shall only be carried out with the explicit written approval from the Illinois Attorney General Office.

## VII. ADMINISTRATIVE REQUIREMENTS

### A. Compliance with Federal, State, and Local Laws

The Coalition Member shall remain in compliance with all provisions and requirements contained in the Distribution Agreement which is attached hereto as Exhibit II and incorporated herein, including but not limited to all applicable federal, state, and local laws.

### B. Documentation and Record Keeping

#### 1. Client Data

If applicable, the Coalition Member shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service or benefit provided. Such information shall be made available to Lead Member monitors or their designees for review upon request.

#### 2. Records to be Maintained

The Coalition Member shall maintain all records required by the NSF Program. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating income eligibility (If applicable) of each activity undertaken, to benefits low-, moderate-, or middle-income persons.
- c. Records required to determine the eligibility of activities and the eligibility of all properties assisted;
- d. Records required to document the purchase and sale amounts of each property, discounts, and the sources and uses of funds for each activity;
- e. Records documenting compliance with the fair housing and equal opportunity requirements of the NSF program, including but not limited to the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the program;

#### 3. Retention

The Coalition Member shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date that the Lead Member signs its agreement with the Illinois Attorney General Office.

Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

4. Disclosure

The Coalition Member understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Lead Member's or Coalition Member's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Coalition Member's obligation to the Lead Member shall not end until the Illinois Attorney General Office (or its authorized representative) completes all close-out requirements for the NSF grant.

Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Lead Member), and determining the custodianship of records. However, the terms of this Agreement shall remain in effect during any period that the Coalition Member has control over NSF funds, including program income if applicable. All program assets (unexpended program income, property, equipment, etc.) not otherwise disposed of in the closeout agreement shall revert to the Lead Member upon termination of this Agreement; provided, however, that the Coalition Member shall retain: a) any real property that it owns where it has used NSF funds to complete a project pursuant to this Agreement; and b) any other property that it has acquired with funds other than the NSF grant funds.

6. Audits & Inspections

All Coalition Member records with respect to any matters covered by this Agreement shall be made available to the Illinois Attorney General Office, the Lead Member, and any other authorized representative at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be fully cleared by the Coalition Member within 30 days after receipt by the Coalition Member. Failure of the Coalition Member to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments or termination of this agreement. The Coalition Member hereby agrees to have an annual agency audit.

C. Reporting and Payment Procedures

1. Program Income

Any income generated and received by the Coalition Member as a result of its use of the Funds shall be disclosed and returned to the Lead Member. If applicable, the Coalition Member shall report no less frequently than monthly all program income generated by activities carried out with NSF funds made available under this contract.

## 2. Payment Procedures

The Lead Member will pay to the Coalition Member funds available under this Agreement based upon information submitted by the Coalition Member and consistent with any approved budget and Lead Member policy concerning payments.

Payments will be made for eligible NSF related expenses actually incurred by the Coalition Member, and will not exceed actual cash requirements. The Lead Member reserves the right to liquidate funds available under this contract for costs incurred by the Lead Member on behalf of the Coalition Member.

To ensure expeditious implementation of activities, Lead Member shall make payment to the Coalition Member within 10 business days of receipt of the Coalition Member's complete and properly submitted requests for payment for activities under this agreement, if feasible. Coalition Member agrees to submit requests for payment in a timely manner in the form and times directed by the Lead Member.

All Funds distributed hereunder shall be expended within the term of this Agreement. Any Funds not expended or legally obligated by the end of the term of this Agreement must be returned to the Lead Member within 15 days after the term of this Agreement, unless otherwise provided in this Agreement.

## D. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements set forth in the Distribution Agreement, attached hereto as Exhibit II and incorporated herein. In addition:

1. The Coalition Member shall transfer to the Lead Member any NSF funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination, unless otherwise specified in the closeout agreement with the Lead Member.
2. Real property under the Coalition Member's control that was acquired or improved, in whole or in part, with funds under this Agreement shall be used in accordance with the NSF program requirements.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment).

## VIII. RELOCATION, REAL PROPERTY ACQUISITION

If applicable, the Coalition Member agrees to comply with applicable Lead Member or local ordinances, resolutions and policies concerning the displacement of persons. The Coalition member will demolish or convert units using NSF funds only to the extent and scope described in the Coalition application.

**IX. PERSONNEL & PARTICIPANT CONDITIONS**

The Coalition Member shall uphold the personnel and participation conditions stated below and well as all provisions and requirements identified in Exhibit II.

**X. COPYRIGHT**

If this contract results in any copyrightable material or inventions, the Lead Member and Illinois Attorney General Office reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

**XI. REHABILITATION STANDARDS**

The Coalition Member will carry out all NSF-assisted rehabilitation in compliance with the rehabilitation standards in the Coalition's NSF application and in accordance with applicable laws, codes, and other requirements relating to housing safety, quality, and habitability, in order to sell, rent, or redevelop such homes and properties.

**XII. ELIGIBILITY AND ALLOWABLE COSTS**

The Coalition member will ensure and document that its NSF activities meet eligible use, allowable cost, and eligible activity requirements of the NSF Program.

**XIII. EMINENT DOMAIN**

The Coalition Member will not undertake any involuntary acquisition of property with NSF funds without prior written consent of the Lead Applicant and written opinion of counsel that such acquisition is lawful.

**XIV. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**XV. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**XVI. WAIVER**

The Lead Member's failure to act with respect to a breach by the Coalition Member does not waive its right to act with respect to subsequent or similar breaches. The failure of the Lead Member to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**XVII. ENTIRE AGREEMENT**

By way of signing this agreement, the Coalition Member is bound to perform the agreements within this agreement or any approved amendment thereof.

Exhibit I: Activities / Deliverables / Budget

Exhibit II: Distribution Agreement

**XVIII. COUNTERPARTS**

This Agreement may be executed in counterparts, each taken together with the other counterparts shall constitute one instrument, binding and enforceable against each signatory to any counterpart instrument.

**Signature Page**

Date \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

**Rock Island Economic Growth Corporation**

Signature: 

Name Printed: Brian Hollenback

Title: President

**City of Moline**

Signature: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**City of Moline**

Attestation: \_\_\_\_\_

Name Printed: Tracy Koranda

Title: City Clerk

**EXHIBIT I**

**ACTIVITIES / DELIVERABLES / BUDGET**

**EXHIBIT 1**

**ACTIVITIES / DELIVERABLES / BUDGET**

<b>CONSORTIUM MEMBER</b>	<b>ACTIVITIES</b>	<b>DELIVERABLES</b>	<b>BUDGET</b>
City of Moline	Scattered site new single family construction activities in targeted areas.	# Sites Acquired  # New Single Family Units Created  # Units Sold to Beneficiaries	\$250,000

**EXHIBIT II**

**DISTRIBUTION AGREEMENT  
WITH ILLINOIS ATTORNEY GENERAL OFFICE AND LEAD MEMBER**

Meridian Title

Construction Escrow No.: 14078785

## CONSTRUCTION ESCROW AGREEMENT

THIS CONSTRUCTION ESCROW AGREEMENT (this "Escrow Agreement") is made and entered into as of this 25 day of August, 2014, by and among ROCK ISLAND ECONOMIC GROWTH CORPORATION, an Illinois not-for-profit corporation ("GROWTH") and MERIDIAN TITLE COMPANY (the "Escrow Agent").

### RECITALS

A. GROWTH has been awarded National Foreclosure Settlement Funds from the Attorney General of the State of Illinois (the "Attorney General") in an amount not to exceed Three Million Five Hundred Thousand and No/100 Dollars (\$3,500,000.00), (the "NFS Funds"), as evidenced by and pursuant to that certain Distribution Agreement between the Attorney General and GROWTH, dated July 1, 2014 (the "NFS Agreement"), whereby GROWTH agreed to use the NFS Funds in a geographically-targeted effort to redevelop and stabilize areas in the Northwestern Illinois Region in the Counties of Rock Island and Whiteside with an emphasis on priority neighborhoods, consistent with local and regional plans, in the following communities: Rock Island, Moline, East Moline, Fulton, Morrison, and Sterling, as more particularly described in the NFS Agreement. The NFS funds will be used to acquire, demolish, rehabilitate, develop and construct residential and commercial properties in the areas described above, consistent with the terms of the NFS Agreement (these activities or each activity to acquire, demolish, rehabilitate, develop, and construct properties is defined herein as the "Project" or each as a "Project"). Terms not otherwise defined herein shall have the meanings ascribed to the same in the NFS Agreement.

B. GROWTH has received Two Million Five Hundred Ninety Thousand and NO/100 Dollars (\$2,590,000) of the NFS Funds thus far and has deposited said funds with the Escrow Agent.

C. GROWTH has entered into those certain Funding Agreements with the following entities: ARC of the QUAD City Area, City of East Moline, City of Fulton, City of Moline, City of Morrison, City of Rock Island, City of Sterling, and Project NOW (each an "NFS Partner" and collectively the "NFS Partners") pursuant to which GROWTH will provide a portion of the NFS Funds to each NFS Partner for use on Projects that are consistent with the NSP Agreement.

D. Each Project may have a separate project owner (the "Project Owner") and a separate general contractor (the "General Contractor").

E. GROWTH desires to use the staff and the expertise of the Escrow Agent to collect, review and approve Owner's Sworn Statements, Contractor's Sworn Statements, and Contractor and subcontractor lien waivers and to disburse the proceeds of the NFS Funds subject to the terms of this Escrow Agreement.

NOW, THEREFORE, in consideration of the Recitals set forth above and the mutual agreements set forth below, the parties hereto agree as follows:

SECTION I  
ESCROW ACCOUNT

The preceding provisions and recitals, and all exhibits and schedules attached hereto, are integral parts hereof and that this Escrow Agreement shall be construed in light thereof. Subject to the terms and conditions described herein, there shall be created with the Escrow Agent an escrow account (the "Construction Escrow"). The NFS Funds shall be deposited in the Construction Escrow.

SECTION II  
DISBURSEMENTS

---

1. General Conditions. Payments in connection with the acquisition, construction, rehabilitation, development, or demolition of structures on real property shall be made as follows: by check, payable to GROWTH, the NFS Partner, or the General Contractor (as applicable) as reimbursement for payment of general requirements (when applicable), labor and materials furnished directly by the applicable party for the Project;

(a) By checks payable to GROWTH or the NFS Partner for costs incurred for the Project as evidenced by an Owner's Sworn Statement and any applicable lien waivers or invoices;

(b) By checks payable to the applicable General Contractor for general requirements, builder's overhead (and for builder's profit, when applicable) and labor materials furnished directly by the General Contractor for the Project;

(c) By checks payable to each subcontractor evidencing payment due for labor and materials furnished for the Project; and

(d) By checks payable to the General Contractor for labor and materials furnished by subcontractors when such items have been paid directly by the General Contractor, and when substantiated by payment affidavits and lien waivers from the subcontractors.

For the purpose of this Escrow Agreement, the term "subcontractor" shall include all contractors, subcontractors, mechanics and materialmen furnishing services, labor, materials and supplies to the Project.

2. Conditions of Disbursement. The terms and conditions under which such disbursements shall be made are as follows:

(a) NFS Funds shall be disbursed by the Title Company to the parties listed to receive such funds in the applicable Owner's and/or Contractor's Sworn Statement (as

hereinafter defined). The Title Company shall deliver to GROWTH a disbursement ledger, within three (3) business days of the disbursement of any proceeds of the NFS Funds.

(b) The NFS funds shall not be paid out until the following requirements have been satisfied:

- (1) The Escrow Agent has received all of the documents enumerated in Paragraph 3 below.
- (2) The Escrow Agent has received sufficient funds to cover the amount of the requested disbursement.
- (3) The GROWTH has provided the Escrow Agent an Owner's Sworn Statement, Contractor's Sworn Statement and all applicable lien waivers pertaining to the draw more fully described in Paragraph 3 below.
- (4) The Escrow Agent has received a written request from GROWTH to release the funds for that draw.

3. **Documents Required for Draw Request.** It is understood by the parties that the following will be required by the Escrow Agent in order to enable the Escrow Agent to fulfill its obligations under this Construction Escrow;

- (1) There shall be deposited with the Escrow Agent a properly executed owner's sworn statement (the "Owner's Sworn Statement") disclosing the various contracts entered into for the Project, the names of the contractors, their addresses, kind of service, work or material to be provided, amounts of such contract, amounts previously paid, if any, amount of current payment and balance to become due, if any, in form and content entirely satisfactory to the Escrow Agent (it being understood by the parties that GROWTH is not the owner of record with respect to all of the properties that are part of the Project).
- (2) There shall be deposited with the Escrow Agent a properly executed Contractor's sworn statement (the "Contractor's Sworn Statement") from general contractor(s) ("Contractor") together with supporting waivers, affidavits, and releases in form and content entirely satisfactory to the Escrow Agent. The Contractor's Sworn Statement shall set forth in detail all subcontractors with whom the demolition contractor has entered into a contract, together with their addresses, the work and materials to be furnished, the amounts of the contracts, amounts paid to date, and balance owing.

- (3) There shall be deposited with the Escrow Agent a certification, on which the Escrow Agent is authorized to rely without further inquiry or investigation, that materials are in place and work has been completed on the improvements being constructed which have a value equal to the total of the funds (other than funds disbursed for non-construction items) that are to be disbursed. This certificate is to be addressed to the Escrow Agent and is to be made by the Project Owner and the Contractor.
- (4) The Escrow Agent may, at its discretion, take whatever steps the Escrow Agent may deem necessary to verify the accuracy of the Contractor's Sworn Statement or the Owner's Sworn Statement that may be required under this Construction Escrow.
- (5) The Escrow Agent shall not accept any blanket lien waivers by the General Contractor as to labor performed materials furnished by others. The Escrow Agent shall not accept any blanket pre-signed waivers by any subcontractors.
- (6) If at any time the Escrow Agent discovers a misstatement of a material fact in any draw request or other notice from GROWTH, the NFS Partner, or the General Contractor, it shall promptly give notice of such discovery to GROWTH, and the Escrow Agent shall thereafter not disburse funds from the Escrow Account until such misstatements shall have been corrected to the satisfaction of the Escrow Agent.
- (7) The Escrow Agent's charges for services performed and title insurance protection provided under this Construction Escrow are to be paid from funds deposited in the Escrow Account, and the Escrow Agent reserves the right to suspend further processing under this Construction Escrow until such funds have been deposited or other arrangements satisfactory to the Escrow Agent have been made.

It is understood by the parties hereto that the requirements listed in this Paragraph 3 are solely for the Escrow Agent's benefit in assisting the Escrow Agent to fulfill its obligations under this Construction Escrow.

### SECTION III MISCELLANEOUS

NOTWITHSTANDING ANYTHING IN THIS CONSTRUCTION ESCROW TO THE CONTRARY, THE ESCROW AGENT SHALL NOT MAKE ANY DISBURSEMENTS UNDER THIS CONSTRUCTION ESCROW IF GROWTH HAS NOTIFIED THE ESCROW AGENT IN WRITING OR BY TELECOPY NOT TO DO SO. IF THE ESCROW AGENT HAS RECEIVED

SUCH A NOTICE FROM GROWTH, THE ESCROW AGENT SHALL NOT MAKE ANY DISBURSEMENTS UNDER THIS CONSTRUCTION ESCROW (A) EXCEPT AS PROVIDED IN THE IMMEDIATELY SUCCEEDING PARAGRAPH OR (B) UNLESS AND UNTIL GROWTH HAS NOTIFIED THE ESCROW AGENT IN WRITING TO DO SO.

Unless otherwise specified, any notice, demand or request required under this Construction Escrow shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier, receipt requested; or (c) registered or certified mail, return receipt requested.

IF TO THE GROWTH:

Rock Island Economic Growth Corporation  
100 19<sup>th</sup> Street, Suite 109  
Rock Island, IL 61201  
Attention: Brian Holenback, President

IF TO THE ESCROW AGENT:

Meridian Title Company  
423 17<sup>th</sup> Street  
Suite 101  
Rock Island, Illinois 61201  
Attention: Construction Escrow Dept.  
Mark Dilley

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand or request sent pursuant to clause (a) shall be deemed received upon such personal service. Any notice, demand or request sent pursuant to clause (b) shall be deemed received on the business day immediately following deposit with the overnight courier, and any notice, demand or request sent pursuant to clause (c) shall be deemed received on the third (3<sup>rd</sup>) business day following deposit in the mail.

Notwithstanding any requirement or undertaking in this Construction Escrow, the Escrow Agent assumes no obligation for insuring that sufficient funds will be available to pay all costs incurred in completing the Project, or that the Project will be completed. Except with respect to funds for which the Escrow Agent has received investment instructions in writing, the Escrow Agent shall be under no duty to invest or reinvest any cash at any time held by it under this Construction Escrow.

All income, if any, derived from any use that the Escrow Agent may make of any deposits under this Construction Escrow shall belong to the respective depositors.

While the subcontractors and any suppliers of labor and materials listed on Sworn Statements deposited with the Escrow Agent are not parties to this Construction Escrow and have no standing to alter its terms, it is understood by the parties hereto that the Escrow Agent is authorized to furnish to such subcontractors and suppliers information that the Escrow Agent may deem appropriate with regard to the times at which disbursements might be made to them, and what conditions remain unsatisfied when the Escrow Agent is not in a position to disburse make disbursements.

No changes, amendments, modifications, cancellations or discharge of this Construction Escrow, or any part of it, shall be valid unless in writing executed by the parties hereto or their respective successors and assigns.

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This Construction Escrow may be executed in several counterparts each of which shall constitute an original and all of which shall constitute one and the same instrument.

This Construction Escrow shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois, exclusive of its conflict of laws provisions.

The Escrow Agent and GROWTH agree that this Construction Escrow is not intended by any of them to give any benefits, rights, privileges, actions or remedies to any person, partnership, firm or corporation, other than the Escrow Agent and the GROWTH, as a third party beneficiary or otherwise under any theory of law.

The captions used in this Construction Escrow are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of any provision of this Construction Escrow.

If any provision of this Construction Escrow, or any paragraph, sentence, clause, phrase or word, or the application of them, in any circumstance, is held invalid, the remainder of this Construction Escrow shall be construed as if such invalid part were never included in it and this Construction Escrow shall be and remain valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have caused this Construction Escrow Agreement to be executed on or as of the date first above written.

GROWTH:

ROCK ISLAND ECONOMIC GROWTH  
CORPORATION, an Illinois not-for-profit  
corporation

By: *[Signature]*

Name: Brian Hollenback

Its: President

ESCROW AGENT:

MERIDIAN TITLE COMPANY

By: *[Signature]*

Name: Mark Dillig

Its: President

The NFS Partners hereby each consent to this Escrow Agreement as of the date first written above.

**ARC of the QUAD City Area**

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**City of East Moline**

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**City of Fulton**

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**City of Moline**

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**City of Morrison**

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**City of Rock Island**

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**City of Sterling**

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**Project NOW**

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## **\*Proposed Community Housing Service Changes**

**\*Waiting list**

**\*Lead Requirements**

### **Recaptures/Subordinations & Program Financing**

#### A. Introduction

The Moline Community Housing Services (CHS) program is designed to aid and assist low or moderate income homeowner-occupants of substandard single-family dwellings with homeowner rehab assistance (eligible items defined later in manual).

Aid and assistance will come from the Community Development Block Grant Funds. This grant is a forgivable loan with a maximum of ~~\$14,999 dollars within a period of 5 years~~ \$4,999 for non roof assembly items and \$10,000 for roof assembly items from the date of final (approved) inspection. A Recapture Agreement will be recorded at the Rock Island County Recorder's Office for a period of 5 years for each occurrence. At the end of the fifth year, the release documents will be prepared by City staff and will be available for pick up at our office. It will be the homeowner's responsibility to record and pay the recording fee that will remove the recapture from the property.

The Owner agrees to repay to the City the Repayment Amount if one or more of the following Recapture Events occurs before the end of the recapture period:

- the Owner sells, conveys or transfers title to the Home for consideration;
- the Owner refinances the Home in a manner such that it is not a Permitted Refinancing (as defined below).

The following events are **not** Recapture Events:

- transfer to a spouse as a result of a divorce;
- a transfer by operation of law to a surviving spouse upon the death of a joint tenant Owner;
- a transfer by will; or
- a Permitted Refinancing.

The term "**Permitted Refinancing**" means a refinancing that lowers the interest rate of the first mortgage loan on the Home, decreases its term or lowers the monthly payment of the loan; it does **not** include a refinancing that increases the outstanding balance of the first mortgage loan, increases the interest rate on the loan or allows the Owner to receive money as a result of the refinancing. Any Permitted Refinancing must be approved by the City, in writing, in advance. **No cash back is allowed.**

If a Recapture Event occurs, the Owner shall pay to the City the amount of the Grant reduced by one sixtieth (1/60<sup>th</sup>) of that amount for each full month the Owner has occupied the Home during the term of this Agreement.

In the event the Owner wishes to have the City subordinate, the following applies: Subordination of all liens originated as loans or grant through the City of Moline will be considered in cases involving refinancing of homeowner's first mortgage only when the following conditions are met:

- Refinancing will be allowed only if the mortgage product is a fixed rate that fully amortizes over the loan terms. No adjustable or non-standard mortgage products are permitted.
- The refinancing is for a lower interest rate than the existing first mortgage.
- The new loan amount will be less than the current loan amount plus closing costs.
- Cash out is only allowed for home improvement purposes. Documentation to support the amount is required.
- The City will not subordinate to a reverse mortgage.
- Closing costs for the refinance must be within the industry's standard.

The City requires a five (5) business day notification to process and prepare subordinations.

All releases and subordinations are reviewed on a case by case basis; the City has full discretion over decisions for repayment and/or subordinations.

In order to be considered for program assistance, all interested parties shall request to have their name, address of the subject property, and any and all other pertinent information as may be requested by the City placed on the program waiting list. Once an applicant's name and address of primary residence has been placed on the program waiting list, there shall be no trading, exchanging, or bumping of the initial applicant with another person(s) and the same shall be the case with a subject property listed on the program waiting list in terms of no trading, exchanging, or bumping. All recipients shall meet the federal income guidelines limit established each year by Housing and Urban Development (HUD) as defined later in the manual.

## Emergency

### vi. Eligible Items Under the Emergency Forgivable Loan Criteria

This program provides **one-time ONLY emergency funding assistance** for titled homeowners of record, who are experiencing a problem with their domicile that poses an imminent threat to the health and safety of the residence and meets our pre-determined eligible emergency items. This problem must have occurred without warning and not from creation of negligence of mankind. **Our emergency forgivable loan program is not meant nor does it have the funding to cover every emergency situation that may arise.** This program will only assist with repairing or replacing the listed emergency item; not other items that may obstruct or are attached to the item.

Situations that meet our program's criteria will not result in the titled homeowners of record being placed on a waiting list. Help is available immediately after required documents are submitted and deemed adequate, environmental review is completed and household income is verified; subject to available funding.

#### **Eligible Emergency Items**

1. **Accessibility** issues related to handicapped/disability condition(s) of an occupant.
2. **Frozen water lines** or water line breaks as determined by an Illinois Plumbing Inspector or the Moline Water Division.
3. Repairs of inoperative or **dangerous furnace or furnace replacement** during the heating season (October 1<sup>st</sup> - March 31<sup>st</sup>) as determined by a registered mechanical contractor. [Written confirmation from a licensed Moline mechanical contractor or utility company is required.](#)
4. Major emergency **roof repairs** will be considered to qualify as an "emergency" situation and potentially eligible when one or both of the following situations are present and have been identified by a qualified City building inspector or their designee:
  - a. Structural damage to the home has occurred as a result of a damaged roof system that has resulted in an immediate life-safety issue as per the city's Building code; and/or

b. A damaged roof system has caused or is contributing to an electrical hazard that presents a life-safety issue as per the City's Building and/or Electrical Code.

5. **Sewer line breaks** as determined by an Illinois Plumbing Inspector or the Moline Sewer Division.

6. **Medical Emergency** – The Program Manager has the discretion to advance a person to the top of the CHS Program waiting list when a person in the household has been diagnosed with a life threatening condition. The improvements to be undertaken must alleviate the negative environmental effects of the life threatening medical condition and must be eligible CHS program activities. The CHS request must be supported through medical records and written verification by the diagnosing medical physician. All documentation must be submitted to the Program Manager in writing and upon request; documents will remain in the possession of the City for the duration of the project.

7. **Electrical – Repair or replacement of non-compliant weather head.** Written confirmation from a licensed Moline electrical contractor or utility company is required.

8. **Water heater – Repair or replacement of an inoperable water heater.** Written confirmation from an Illinois licensed plumber is required.

v. **Eligible Items and Rehabilitations Standards**

(Note: All eligible items must meet City's current adopted federal, state and local codes.)

1. **Drain Tile/Sump Pump**: Installation of drain tile/sump pump.

2. **Electrical**: Size of service and present wiring must meet or be brought up to the Electrical Code.

3. **Foundation/Concrete**: Repair or replacement of basement foundation wall(s) and/or concrete.

4. **Gutters/Downs**: Aluminum, seamless must meet City Code.

5. **H/G Accessibility**: Assist homeowner with disabilities and make their home accessible for daily use. Includes **H/G accessibility** ramps.

6. **Heating**: Repair or replacement must meet the **Heating** Mechanical Code.

7. **Insulation**: Contractor must provide information as to the type of material, square footage in attics and sidewalls, and R-factor rating. A total of R-38 in the attic and R-13 in the sidewalls is the desired range. [Insulation shall meet the current Energy and Building codes.](#)
8. **Plumbing**: Repair or replacement must meet the Plumbing Code.
9. **Roof**: Must meet the requirement of the Building Code.
10. **Water/Sewer Service**: Repair or replacement as ordered by the City Water Department.
- ~~11. **Windows and Siding**: Repair or replacement as ordered by the City Building Division.~~

## CHANGE ORDER

NUMBER: 001

PROJECT: UV Disinfection Facilities and Filter Media Replacement

DATE OF ISSUANCE: 02/27/2015 EFFECTIVE DATE: 02/27/2015

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OWNER: City of Moline, Illinois  
Water Treatment Plant

CONTRACTOR: Leander Construction Inc.

ENGINEER: Greeley and Hansen LLC.

You are directed to make the following changes in the Contract Documents.

Description:

- Unforeseen Media Condition.
- Filter Under drain repairs
- Electrical Modification to UV Unit Connections
- Paint additional piping from existing BV #7 west to hub approximately 3-4 feet under concrete deck

Reason for Change Order:

- Unforeseen filter media condition
- Repair damaged filter under drain prior to installing filter media
- To minimize the amount of exposed wire inside the dust cover of a UV Reactor
- Prep and paint existing piping to extend its service life and color-code it to match the new piping

Attachments:

- Change Order Request #1, dated July 22, 2014
- Greeley and Hansen response to change order request #1, dated July 24, 2014
- S4 response to the change order request #1, dated July 28, 2014
- Attachment on Labor Ready on temporary workers
- Greeley and Hansen response #2 to change order request #1, dated August 13, 2014
- Leander Construction Inc. response to change order request #1, dated August 18, 2014
- Greeley and Hansen response #3 to change order request #1, dated September 2, 2014
- Email of acceptance from Leander Construction Inc.
- Change Order Request #2, dated September 03, 2014
- Change Order Request #3, dated February 14, 2015
- Change Order Request #3, dated February 20, 2015

<p style="text-align: center;"><b>CHANGE IN CONTRACT PRICE:</b></p> <p>Original Contract Price</p> <p>\$ <u>809,000.00</u></p>	<p style="text-align: center;"><b>CHANGE IN CONTRACT TIMES:</b></p> <p>Original Contract Times</p> <p>Substantial Completion: 335 Days Ready for final payment: 365 Days</p>
<p>Net changes from previous Change Order</p> <p>\$ <u>0</u></p>	<p>Net changes from previous Change Orders</p> <p style="text-align: center;"><u>None</u> (days)</p>
<p>Contract Price prior to this Change Order</p> <p>\$ <u>809,000.00</u></p>	<p>Contract Times prior to this Change Order</p> <p>Substantial Completion: 335 Days Ready for final payment: 365 Days</p>
<p>Net Increase (Decrease) of this Change Order</p> <p>\$ <u>62,840.22</u></p>	<p>Net Increase (Decrease) of this Change Order</p> <p style="text-align: center;"><u>None</u> (days)</p>
<p>Contract Price with all approved Change Orders</p> <p>\$ <u>871,840.22</u></p>	<p>Contract Times with all approved Change Orders</p> <p>Substantial Completion: 335 Days Ready for final payment: 365 Days</p>

RECOMMENDED:

APPROVED:

ACCEPTED:

By: \_\_\_\_\_  
Fasil Yitbarek, Greeley and Hansen

By: \_\_\_\_\_  
Greg Swanson, Utility General  
Manager

By: \_\_\_\_\_  
Bobby Asbury, Leander  
Construction Inc.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



January 19, 2015

Ms. Rhonda Bartz  
Municipal Services Center  
3635-4th Avenue  
Moline, IL 61265

Re: Temporary Technical Services

Dear Rhonda:

We are pleased to submit hourly rates for various classifications of employees for work on upcoming City of Moline projects in 2015. These rates would be in effect until December 31, 2015 and are as follows:

<b>Project Hourly Rate Schedule</b>	
<b>Classification</b>	<b>Rate</b>
Principal	\$180.00
Senior Project Manager	\$144.00
Project Manager	\$134.00
Project Engineer	\$118.00
Design Engineer	\$82.00
Land Survey Manager	\$142.00
Land Surveyor	\$122.00
Survey Party Chief	\$76.00
Survey Technician	\$51.00
Senior Engineering Technician	\$103.00
Engineering Technician	\$72.00
CAD Operator	\$57.00
Construction Services Manager	\$133.00
Construction Services Senior Technician	\$98.00
Construction Services Technician	\$77.00
Project Coordinator II	\$82.00
Project Coordinator I	\$62.00
Environmental Scientist	\$72.00
Clerical & Administration	\$52.00
Engineering Intern	\$31.00
Survey – Robotic	\$95.00
Survey – RTK	\$110.00

January 1, 2015  
Missman, Inc.

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

City of Moline  
January 19, 2015  
Page 2

We would appreciate as much lead time as possible to enable us to schedule our work force and provide a person or persons that best fits your needs on a particular project. If you wish to exercise this agreement please sign one copy and return to us. We will not proceed on any project without a clear understanding and a written agreement identifying the project.

We look forward to working with you this year.

Respectfully,

MISSMAN, INC.

By   
Patrick D. Eikenberry  
President/CEO

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2015

CITY OF MOLINE

By \_\_\_\_\_

Title \_\_\_\_\_

January 28, 2015

City of Moline  
Attn: Mr. Scott Hinton  
3635 Fourth Avenue  
Moline, IL 61265

RE: Proposal for Agreement for Professional Consulting Services for 2015

Dear Mr. Hinton:

Thank you for considering Shive-Hattery for providing professional consulting services (i.e. architectural, engineering, construction observation, construction testing and surveying) for the City of Moline.

**PROJECT DESCRIPTION**

Projects being performed for the City of Moline which require architecture, engineering, construction observation, construction testing and surveying services.

**SCOPE OF SERVICES**

We will provide the architectural, engineering, construction observations, construction testing and surveying services for the projects. These services will consist of the tasks requested verbally or in writing by the City of Moline for a specific project.

**ENGINEERING SERVICES DOCUMENTATION**

Based upon your verbal or written request for services, we will provide you a professional consulting services letter or e-mail for your consideration which will include our understanding of the scope of services, a schedule for performing the services and an estimate for our fee. This letter or e-mail shall be made a part of the Agreement for Services when signed and dated by both parties.

**YOUR RESPONSIBILITIES**

It will be your responsibility to provide the following:

1. A copy of pertinent construction documents.
2. Access to the project sites.

**SCHEDULE**

We will begin our services based on your verbal authorization to proceed. The professional consulting services letter or e-mail must be approved by you and returned to us before any of our work product will be released. The services shall be performed in accordance with the schedule specified in the letter or e-mail.

**COMPENSATION**

We will provide the Scope of Services on an hourly rate plus reimbursable expenses based on our Standard Hourly Fee Schedule in effect at the time that the services are performed. See the attached Standard Hourly Fee Schedule. The terms of this agreement are valid for the calendar year 2015.

**AGREEMENT**

This proposal shall become the Agreement for Services when signed and dated by both parties. The attached STANDARD TERMS AND CONDITIONS between the City of Moline, Illinois and Shive-Hattery are made a part of this proposal and Agreement of Services.



**TERM**

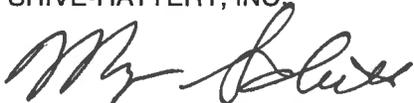
1. Initial Term. This agreement shall be effective for a period of one year from the date accepted, and shall pertain to all services authorized by the City within said one-year period.
2. Renewal. This agreement may be renewed in one-year increments as mutually agreed by the parties, but shall not be automatically renewed.

Thank you for considering this proposal.

Once you have executed this agreement, please return a signed copy to us in the enclosed green envelope. We look forward to working with you. If you have any questions concerning this proposal, please contact us at (309) 764-7650.

Sincerely,

SHIVE-HATTERY, INC.



Myron K. Scheibe, P.E., L.S.  
Vice President, Operations Moline Office



Jennifer R. Radloff  
Project Manager

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT NAME: CITY OF MOLINE

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE ACCEPTED: \_\_\_\_\_

Enc: Second copy of the Proposal with Moline Standard Terms and Conditions  
Green envelope

MKS

**STANDARD HOURLY FEE SCHEDULE**  
**Effective January 1, 2015 to December 31, 2015**

**PROFESSIONAL STAFF:**

Grade 1	\$ 81.00
Grade 2	\$ 95.00
Grade 3	\$ 107.00
Grade 4	\$ 120.00
Grade 5	\$ 131.00
Grade 6	\$ 143.00
Grade 7	\$ 157.00
Grade 8	\$ 171.00
Grade 9	\$ 190.00

**TECHNICAL STAFF:**

Grade 1	\$ 56.00
Grade 2	\$ 68.00
Grade 3	\$ 75.00
Grade 4	\$ 85.00
Grade 5	\$ 94.00
Grade 6	\$ 107.00
Grade 7	\$ 119.00

**ADMIN STAFF:** \$ 56.00

**SURVEY STAFF:**

One Person	\$110.00
Two Person	\$170.00
Scanning Surveyor	\$130.00

**REIMBURSABLE EXPENSES:**

**TRAVEL**

Mileage- Car/Truck	\$0.57/ Mile
Mileage- Survey Trucks	\$0.67/ Mile
Lodging, Meals	Cost + 10%
Airfare	Cost + 10%
Car Rental	Cost + 10%

**IN-HOUSE SERVICES**

**Prints/Plots:**

Bond	\$ .30 /Sq.Ft.
Mylar	\$ .75 /Sq.Ft.
Photogloss	\$ .90 /Sq.Ft.
Color Bond	\$ .60 /Sq.Ft.
Foam Core Mounting	\$ 13.00

**OUTSIDE SERVICES**

Computer Services	Cost + 10%
Aerial Photogrammetry	Cost + 10%
Professional Services	Cost + 10%
Prints/Plots/Photos	Cost + 10%
Deliveries	Cost + 10%

**Color Prints:**

Letter Size	\$ 1.00
Legal and 11x17	\$ 2.00

## STANDARD TERMS AND CONDITIONS

### Between The City of Moline, Illinois and Shive-Hattery, Inc.

#### PARTIES.

"S-H" shall mean Shive-Hattery, Inc. "CLIENT" shall mean the City of Moline, Illinois.

#### ~~LIMITATION OF LIABILITY.~~

~~To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of S-H (including its officers, directors, shareholders, employees, agents and S-H's consultants and affiliated companies, and any of them) to CLIENT and anyone claiming by, through or under the CLIENT, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the project or this Agreement from any cause or causes, including, but not limited to, negligence, professional errors or omissions, strict liability or breach of any contract or any warranty, express or implied, of S-H, as defined in parentheses above, shall not exceed the greater of the total compensation to be received, or actually received, by S-H under this Agreement or the sum of \$500,000.~~

#### 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 CLIENT's 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 not been 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 property 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 of, 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 for default will 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 date, 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, to 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.

## STANDARD TERMS AND CONDITIONS

### Between The City of Moline, Illinois and Shive-Hattery, Inc.

#### 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, these 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 contractor's 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 supersede 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.

January 28, 2015

The only ISO 9000 accredited testing  
laboratory in Iowa, Illinois & South Dakota

## TEAM Services

Geotechnical & Material Consultants

A2LA Testing Lab Cert 576.01 (Des Moines)  
Validated by the U.S. Army Corps of Engineers

City of Moline Public Works Department  
3635 4th Avenue  
Moline IL 61265

Attn: Andrea Peterson

CC: Mike Bartels/Rhonda Bartz,  
City of Moline

Re: Construction Testing & Inspection Services  
2015 Testing Services for the City of Moline  
Moline IL  
TEAM Proposal No. 18-1005.0

Thank you for giving us the opportunity to provide you with a scope of services and fee estimate for this project. We can provide these services from our Davenport office.

Qualified engineering technicians will be assigned to do the laboratory and field testing along with the observation services. These services would be done on a part-time basis with scheduling by a representative of your firm.

Written reports of tests and inspection results will be submitted promptly to your attention; report copies can be provided to a report distribution list that you specify. You can also be provided online access to your project test data and invoicing information and receive concrete, density, and asphalt reports by email as soon as they are approved. By communicating test results through email, your concerns and input can be responded to within hours.

TEAM Services is accredited in the areas of concrete, soils, aggregates, steel, fireproofing, and asphalt. With our ISO 9000 compliant accreditation, you can rest assured that you will receive high quality, reliable services when you entrust your projects to us.

Estimating of actual costs for our field services can be difficult due to factors, such as scheduling and weather conditions, which are out of our control. Whenever possible, sample pick-up will be incorporated into concrete or soil observation trips. Our fee will be based on the actual quantity of work performed in accordance with the attached fee schedule. Invoices will be submitted monthly. The following scope and fees are based on the information available and our experience with similar projects. If requested, a more accurate scope could be produced when the construction schedule and other relevant factors are known.

Page 1 of 3

The documents accompanying this transmission contain confidential information belonging to the sender which is legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on or regarding the contents of this transmitted information is strictly prohibited. If you have received this transmission in error, please immediately notify us by telephone to arrange for return of the original documents to us.

**TEAM SERVICES TERMS AND CONDITIONS**

**PAYMENT TERMS** – Payment is due upon receipt of our invoice. If payment is not received within thirty days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of one and one-half percent per month. If one and one-half percent per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable. Client agrees to pay all costs associated with collection of overdue invoices, including reasonable attorney's fees.

In the event Client requests termination of the services prior to completion, a termination charge in an amount not to exceed thirty per cent of all charges incurred through the date services are stopped plus any shutdown costs may, at the discretion of TEAM Services, be made. If during the execution of the services, TEAM Services is required to stop operations as a result of changes in the scope of services such as requests by the Client or requirements of third parties, additional charges will be applicable.

**INSURANCE** – TEAM Services maintains Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with limits of \$1,000,000/\$1,000,000. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that ten days written notice be given prior to cancellation. Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, TEAM Services will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits. TEAM Services shall maintain professional and pollution liability insurance in the amount of \$1,000,000 (claims made basis).

**STANDARD OF CARE** – The only warranty or guarantee made by TEAM Services in connection with the services performed hereunder, is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for consulting services or by our furnishing oral or written reports.

**LIMITATION OF LIABILITY** – Client agrees that TEAM Services' liability of any damage on account of any error, omission or other professional negligence will be limited to a sum not to exceed \$50,000 or TEAM Services fee, whichever is greater. If client prefers to have higher limits on professional liability TEAM Services agrees to increase the limits up to a maximum of \$1,000,000 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of two percent of our total fee, or \$200, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

**SAMPLING OR TESTING LOCATION** – The fees included in this proposal do not include costs associated with surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in TEAM Services' report or shown on sketches are based on specific information furnished by others or statements made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

**RIGHT-OF-ENTRY** – Unless otherwise agreed, Client will furnish right of entry on the property for us to make the planned borings, surveys, tests, and/or explorations. We will take reasonable precautions to minimize damage to the property caused by our operations, but we have not included in our fee the cost of restoration of damage which may result. If Client desires us to restore the property to its former condition, we will accomplish this and add the cost to our fee.

**DAMAGE TO EXISTING MANMADE OBJECTS** – It shall be the responsibility of the Client or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests or boring locations. TEAM Services' field personnel are trained to recognize clearly identifiable stakes or markings in the field and without special written instructions to initiate field testing, drilling, and/or sampling within a reasonable distance of each designated location. If TEAM Services is cautioned, advised or given data in writing that reveal the presence or potential presence of underground or overground obstructions, such as utilities, TEAM Services will give special instructions to its field personnel. As evidenced by Client's acceptance of this proposal, Client agrees to indemnify and save harmless from all claims, suits, losses, personal injuries, death and property liability resulting from unusual subsurface conditions or damages to subsurface structures, owned by Client or third parties, occurring in the performance of the proposed services, whose presence and exact locations were not revealed to TEAM Services in writing, and to reimburse TEAM Services for expenses in connection with any such claims or suits, including reasonable attorney's fees.

**SAMPLE DISPOSAL AGREEMENT** – Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests, and drilling samples or other specimens will be disposed of 60 days after submission of our report. Upon written request, TEAM Services will retain test specimens or drilling samples for a mutually acceptable storage charge and period of time.

**OWNERSHIP OF DOCUMENTS** – All documents, including, but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates, prepared by TEAM Services are instruments of service pursuant to this Agreement, shall be the sole property of TEAM Services. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without the written permission of TEAM Services. At the request and expense of Client, TEAM Services will provide Client with copies of documents created in performance of the work for a period not exceeding five years following submission of the report contemplated by this Agreement.

**SAFETY** – Should TEAM Services provide periodic observations or monitoring services at the job site during construction, Client agrees that in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by TEAM Services is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

**SITE VISITS** – Client agrees that TEAM Services will not be expected to make exhaustive or continuous on-site inspections but that periodic observations appropriate to the construction stage shall be performed. It is further agreed that TEAM Services will not assume responsibility for the contractor's means, methods, techniques, sequences or procedures of construction, and it is understood that field services provided by TEAM Services will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision," "inspection," or "control" are used to mean periodic observation of the work and the conducting of tests by TEAM Services to verify substantial compliance with the plans, specifications and design concepts. Continuous inspections by our employees does not mean that TEAM Services is observing placement of all materials. Full-time inspections means that an employee of TEAM Services has been assigned for eight-hour days during regular business hours.

**GOVERNING LAW** – This agreement shall be governed in all respects by the laws of the State of Iowa.

The documents accompanying this transmission contain confidential information belonging to the sender which is legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on or regarding the contents of this transmitted information is strictly prohibited. If you have received this transmission in error, please immediately notify us by telephone to arrange for return of the original documents to us.



## DEPARTMENT OF THE ARMY

ENGINEER RESEARCH AND DEVELOPMENT CENTER, CORPS OF ENGINEERS  
GEOTECHNICAL AND STRUCTURES LABORATORY  
WATERWAYS EXPERIMENT STATION, 3909 HALLS FERRY ROAD  
VICKSBURG, MISSISSIPPI 39180-6199Y

Reply to the attention of:

April 1, 2013

Concrete and Materials Branch

Mr. Jeff Roberts  
TEAM Services, Inc.  
717 S E. 6th Street  
Des Moines, IA 50309

TEAM Services, Inc.  
1958 West River Drive, Ste. A  
Davenport, IA 52802

TEAM Services, Inc.  
127 South 35th St.  
Council Bluffs, IA 51501

An inspection of your materials testing laboratory was performed on March 24-25, 2012. You provided deficiency corrections to the materials Testing Center (MTC) on May 13, 2012. These deficiency corrections were compared to the ASTM Standards for compliance and found to be satisfactory.

Your Quality System meets the requirements of the U.S. Army Corps of Engineers. The material test methods that you are validated to perform for the U.S. Army Corps of Engineers are:

**Aggregate Tests:** ASTM C40, C117, C127, C128, C131, C136, C227, C535, C566, C702, and D75.

**Bituminous Tests:** ASTM D140, D2041, D2726, D2950, D3203, D3665, D3666, D5444, D6926, D6927, E329, and CRD-C650.

**Concrete Tests:** C31, C39, C138, C143, C172, C231, C1064, C470, C496, C511, C617, C1077, C1231 and E329.

**Masonry, Mortar & Grout Tests:** ASTM C780, C1019 and C1314

**Soil Tests:** ASTM D421, D422, D698, D854, D1140, D1556, D1557, D1883, D2168, D2216, D2434, D2487, D2488, D3080, D3740, D4253, D4254, D4318, D4643, D5084, D6938, and E329.

We will add your laboratory to the list of commercial laboratories qualified to conduct material tests for the U.S. Army Corps of Engineers; see the MTC page at <http://gsl.erd.usace.army.mil/SL/MTC>. All Corps offices will be notified of this decision and will have the opportunity to use your services. TEAM Services, Inc., Des Moines, IA will remain on our list of laboratories qualified to conduct material tests until **July 19, 2015** three (3) years from the date of the inspection.

*Davenport, Iowa Validation Certificate available upon request.*

Copy Furnished:  
Mr. Doug Comer / Louisville District

Sincerely,

Alfred B. Crawley, PE  
Director  
Materials Testing Center



February 4<sup>th</sup>, 2015

Ms. Rhonda Bartz  
Municipal Services Center  
3635-4th Avenue  
Moline, IL 61265

Re: Temporary Technical Services

Dear Rhonda:

We are pleased to submit hourly rates for various classifications of employees for work on upcoming City of Moline projects in 2015. These rates would be in effect until December 31, 2015 and are as follows:

Project Hourly Rate Schedule	
Classification	Rate
Principal Engineer	\$120
Geotechnical/Structural Engineer	\$80
Senior Field Technician	\$65
Field Technician	\$45
UNIT RATES	
Concrete Compression Test	\$12 each
Cylinder Mold	\$1.50 each
Proctor Laboratory Test	\$150 each

We would appreciate as much lead time as possible to enable us to schedule our work force and provide a person or persons that best fits your needs on a particular project. If you wish to exercise this agreement please sign one copy and return to us. We will not proceed on any project without a clear understanding and a written agreement identifying the project.

We look forward to working with you this year.

Respectfully,  
American Testing and Engineering, LLC

Accepted By  
City of Moline

By Kirk M. Nelson  
Kirk M. Nelson, P.E., S.E.  
President

\_\_\_\_\_  
Date

# CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2015, between **LANGMAN CONSTRUCTION, INC.** of **220 34<sup>TH</sup> AVENUE, ROCK ISLAND, IL 61201**, 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 **EIGHT HUNDRED THIRTY EIGHT THOUSAND THREE HUNDRED SIX AND 82/100 (\$838,306.82) 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 #1223, 2015 RESIDENTIAL RESURFACING PROGRAM** 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 4023-2014 are updated monthly by the Illinois Department of Labor and may be found at:

[http://www.illinois.gov/idol/Laws-Rules/CONMED/Rates/14-07Jul/ROCK\\_ISL.htm](http://www.illinois.gov/idol/Laws-Rules/CONMED/Rates/14-07Jul/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 **EIGHT HUNDRED THIRTY EIGHT**

**THOUSAND THREE HUNDRED SIX AND 82/100 (\$838,306.82) 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

**CITY OF MOLINE, IL BID TABULATION**

Bid Date and Time: February 17, 2015 11:00 a.m.

Project: 1223 - 2015 Residential Resurfacing Program

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	Langman Construction, Inc.		Valley Construction Company		General Asphalt Construction Company	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	1527	SY	\$2.00	\$3,054.00	\$1.85	\$2,824.95	\$1.47	\$2,244.69
2	SEEDING SPECIAL, COMPLETE	1	L. SUM	\$3,000.00	\$3,000.00	\$3,300.00	\$3,300.00	\$20,000.00	\$20,000.00
3	AGGREGATE BASE COURSE, TY B, 6"	1527	SY	\$11.00	\$16,797.00	\$11.50	\$17,560.50	\$9.45	\$14,430.15
4	POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT)	2132	GAL	\$3.22	\$6,865.04	\$2.50	\$5,330.00	\$6.00	\$12,792.00
5	MIXTURE FOR JOINTS, CRACKS AND FLANGWAYS	65	TONS	\$100.00	\$6,500.00	\$145.00	\$9,425.00	\$190.00	\$12,350.00
6	POLYMERIZED LEVELING BINDER, MM, IL 4.75, N50, 1"	17677	SY	\$7.03	\$124,269.31	\$7.90	\$139,648.30	\$7.00	\$123,739.00
7	POLYMERIZED HMA SURFACE COURSE, MIX D, N50, 2"	17677	SY	\$9.93	\$175,532.61	\$11.65	\$205,937.05	\$11.00	\$194,447.00
8	TEMPORARY RAMP	354	SY	\$16.22	\$5,741.88	\$27.50	\$9,735.00	\$35.25	\$12,478.50
9	INCIDENTAL HOT-MIX ASPHALT SURFACING	10	TONS	\$487.00	\$4,870.00	\$385.00	\$3,850.00	\$190.00	\$1,900.00
10	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	13002	SY	\$3.49	\$45,376.98	\$3.40	\$44,206.80	\$5.25	\$68,260.50
11	PAVEMENT REMOVAL	1446	SY	\$15.00	\$21,690.00	\$13.25	\$19,159.50	\$12.48	\$18,046.08
12	P.C.C PAVEMENT, 7" W/INT. CURB	1431	SY	\$66.00	\$94,446.00	\$63.25	\$90,510.75	\$55.12	\$78,876.72
13	P.C.C DRIVEWAY PAVEMENT	136	SY	\$70.00	\$9,520.00	\$64.50	\$8,772.00	\$56.16	\$7,637.76
14	DRIVEWAY PAVEMENT REMOVAL	136	SY	\$12.00	\$1,632.00	\$21.00	\$2,856.00	\$12.72	\$1,729.92
15	SIDEWALK REMOVAL	348	SF	\$2.00	\$696.00	\$2.40	\$835.20	\$1.56	\$542.88
16	P.C.C SIDEWALK, 4"	209	SF	\$13.00	\$2,717.00	\$8.75	\$1,828.75	\$6.36	\$1,329.24
17	P.C.C SIDEWALK RAMP, 6"	142	SF	\$15.00	\$2,130.00	\$11.50	\$1,633.00	\$20.80	\$2,953.60
18	DETECTABLE WARNINGS	52	SF	\$20.00	\$1,040.00	\$29.50	\$1,534.00	\$42.40	\$2,204.80
19	CLASS B PATCH, TY II, 8"	8	SY	\$150.00	\$1,200.00	\$125.00	\$1,000.00	\$93.60	\$748.80
20	CLASS B PATCH, TY IV, 8"	2426	SY	\$100.00	\$242,600.00	\$83.00	\$201,358.00	\$85.86	\$208,296.36
21	COMB. CURB & GUTTER REMOVAL & REPLACEMENT, SPECIAL	468	LF	\$48.00	\$22,464.00	\$54.25	\$25,389.00	\$52.50	\$24,570.00
22	VALVE BOX TO BE ADJUSTED	5	EA	\$350.00	\$1,750.00	\$275.00	\$1,375.00	\$275.00	\$1,375.00
23	VALVE VAULT TO BE ADJUSTED	4	EA	\$550.00	\$2,200.00	\$275.00	\$1,100.00	\$385.00	\$1,540.00
24	WATER MAIN, DIP, P CL 350, 10"	14	LF	\$50.00	\$700.00	\$200.00	\$2,800.00	\$262.50	\$3,675.00
25	CAP, 10"	1	EA	\$75.00	\$75.00	\$385.00	\$385.00	\$525.00	\$525.00
26	CLEANOUT TO BE ADJUSTED	1	EA	\$350.00	\$350.00	\$260.00	\$260.00	\$275.00	\$275.00
27	MANHOLE TO BE ADJUSTED (SANITARY)	3	EA	\$550.00	\$1,650.00	\$750.00	\$2,250.00	\$385.00	\$1,155.00
28	MANHOLE TO BE ADJUSTED WITH NEW FRAME AND LID (SANITARY)	9	EA	\$850.00	\$7,650.00	\$775.00	\$6,975.00	\$385.00	\$3,465.00
29	INLET TO BE ADJUSTED	10	EA	\$750.00	\$7,500.00	\$475.00	\$4,750.00	\$550.00	\$5,500.00

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

30	INLET DOUBLE TO BE ADJUSTED	4	EA	\$1,050.00	\$4,200.00	\$850.00	\$3,400.00	\$1,100.00	\$4,400.00
31	MANHOLE TO BE ADJUSTED WITH NEW FRAME AND LID (STORM)	1	EA	\$850.00	\$850.00	\$850.00	\$850.00	\$385.00	\$385.00
32	TRAFFIC CONTROL COMPLETE	1	L. SUM	\$16,000.00	\$16,000.00	\$34,179.20	\$34,179.20	\$35,500.00	\$35,500.00
33	DETECTOR LOOP, TYPE I	180	L.F.	\$18.00	\$3,240.00	\$21.50	\$3,870.00	\$20.70	\$3,726.00
					<b>\$838,306.82</b>		<b>\$858,888.00</b>		<b>\$871,099.00</b>

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	1527	SY	\$1.75	\$2,672.25	\$1.75	\$2,672.25	\$2.00	\$3,054.00
2	SEEDING SPECIAL, COMPLETE	1	L. SUM	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00
3	AGGREGATE BASE COURSE, TY B, 6"	1527	SY	\$9.50	\$14,506.50	\$9.50	\$14,506.50	\$19.00	\$29,013.00
4	POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT)	2132	GAL	\$3.25	\$6,929.00	\$0.01	\$21.32	\$5.00	\$10,660.00
5	MIXTURE FOR JOINTS, CRACKS AND FLANGWAYS	65	TONS	\$150.00	\$9,750.00	\$415.00	\$26,975.00	\$250.00	\$16,250.00
6	POLYMERIZED LEVELING BINDER, MM, IL 4.75, N50, 1"	17677	SY	\$7.10	\$125,506.70	\$8.25	\$145,835.25	\$8.25	\$145,835.25
7	POLYMERIZED HMA SURFACE COURSE, MIX D, N50, 2"	17677	SY	\$10.00	\$176,770.00	\$12.00	\$212,124.00	\$12.75	\$225,381.75
8	TEMPORARY RAMP	354	SY	\$16.50	\$5,841.00	\$10.00	\$3,540.00	\$45.50	\$16,107.00
9	INCIDENTAL HOT-MIX ASPHALT SURFACING	10	TONS	\$490.00	\$4,900.00	\$200.00	\$2,000.00	\$272.50	\$2,725.00
10	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	13002	SY	\$3.75	\$48,757.50	\$5.00	\$65,010.00	\$4.25	\$55,258.50
11	PAVEMENT REMOVAL	1446	SY	\$11.00	\$15,906.00	\$11.00	\$15,906.00	\$17.00	\$24,582.00
12	P.C.C PAVEMENT, 7" W/INT. CURB	1431	SY	\$52.00	\$74,412.00	\$52.00	\$74,412.00	\$71.85	\$102,817.35
13	P.C.C DRIVEWAY PAVEMENT	136	SY	\$72.00	\$9,792.00	\$72.00	\$9,792.00	\$70.00	\$9,520.00
14	DRIVEWAY PAVEMENT REMOVAL	136	SY	\$16.00	\$2,176.00	\$16.00	\$2,176.00	\$17.00	\$2,312.00
15	SIDEWALK REMOVAL	348	SF	\$2.00	\$696.00	\$2.00	\$696.00	\$4.00	\$1,392.00
16	P.C.C SIDEWALK, 4"	209	SF	\$13.00	\$2,717.00	\$13.00	\$2,717.00	\$11.50	\$2,403.50
17	P.C.C SIDEWALK RAMP, 6"	142	SF	\$25.00	\$3,550.00	\$25.00	\$3,550.00	\$24.00	\$3,408.00
18	DETECTABLE WARNINGS	52	SF	\$40.00	\$2,080.00	\$40.00	\$2,080.00	\$38.50	\$2,002.00
19	CLASS B PATCH, TY II, 8"	8	SY	\$150.00	\$1,200.00	\$150.00	\$1,200.00	\$85.00	\$680.00
20	CLASS B PATCH, TY IV, 8"	2426	SY	\$105.00	\$254,730.00	\$105.00	\$254,730.00	\$85.00	\$206,210.00
21	COMB. CURB & GUTTER REMOVAL & REPLACEMENT, SPECIAL	468	LF	\$53.00	\$24,804.00	\$53.00	\$24,804.00	\$74.50	\$34,866.00
22	VALVE BOX TO BE ADJUSTED	5	EA	\$1,000.00	\$5,000.00	\$1,000.00	\$5,000.00	\$335.00	\$1,675.00
23	VALVE VAULT TO BE ADJUSTED	4	EA	\$1,500.00	\$6,000.00	\$1,500.00	\$6,000.00	\$500.00	\$2,000.00
24	WATER MAIN, DIP, P CL 350, 10"	14	LF	\$200.00	\$2,800.00	\$200.00	\$2,800.00	\$335.00	\$4,690.00
25	CAP, 10"	1	EA	\$200.00	\$200.00	\$200.00	\$200.00	\$725.00	\$725.00
26	CLEANOUT TO BE ADJUSTED	1	EA	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$300.00	\$300.00
27	MANHOLE TO BE ADJUSTED (SANITARY)	3	EA	\$1,500.00	\$4,500.00	\$1,500.00	\$4,500.00	\$500.00	\$1,500.00
28	MANHOLE TO BE ADJUSTED WITH NEW FRAME AND LID (SANITARY)	9	EA	\$1,600.00	\$14,400.00	\$1,600.00	\$14,400.00	\$660.00	\$5,940.00
29	INLET TO BE ADJUSTED	10	EA	\$1,300.00	\$13,000.00	\$1,300.00	\$13,000.00	\$615.00	\$6,150.00
30	INLET DOUBLE TO BE ADJUSTED	4	EA	\$1,600.00	\$6,400.00	\$1,600.00	\$6,400.00	\$885.00	\$3,540.00
31	MANHOLE TO BE ADJUSTED WITH NEW FRAME AND LID (STORM)	1	EA	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00	\$700.00	\$700.00

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

32	TRAFFIC CONTROL COMPLETE	1	L. SUM	\$52,000.00	\$52,000.00	\$60,000.00	\$60,000.00	\$80,000.00	\$80,000.00
33	DETECTOR LOOP, TYPE I	180	L.F.	\$18.50	\$3,330.00	\$48.00	\$8,640.00	\$20.25	\$3,645.00
					<b>\$907,925.95</b>		<b>\$998,287.32</b>		<b>\$1,020,342.35</b>

# CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2015, between **EMERY CONSTRUCTION GROUP, INC.** of **4512 AVENUE OF THE CITIES, SUITE 106, MOLINE, IL 61265**, 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 **ONE HUNDRED SEVENTEEN THOUSAND TWO HUNDRED TWENTY AND 00/100 (\$117,220.00) 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 #1217, 2015 SIDEWALK REPLACEMENT PROGRAM** 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 4023-2014 are updated monthly by the Illinois Department of Labor and may be found at:

[http://www.illinois.gov/idol/Laws-Rules/CONMED/Rates/14-07Jul/ROCK\\_ISL.htm](http://www.illinois.gov/idol/Laws-Rules/CONMED/Rates/14-07Jul/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 **ONE HUNDRED SEVENTEEN**

**THOUSAND TWO HUNDRED TWENTY AND 00/100 (\$117,220.00) 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

**CITY OF MOLINE, IL BID TABULATION**

Bid Date and Time: February 10, 2015 11:00 a.m.

Project: 1217 - 2015 Sidewalk Replacement Program

**Centennial Contractors of the  
Emery Construction Group, Inc. Quad Cities, Inc. Valley Construction Company**

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	PCC SIDEWALK, 4"	12500	SF	\$7.00	\$87,500.00	\$8.00	\$100,000.00	\$9.15	\$114,375.00
2	CURB REMOVAL	100	LF	\$15.00	\$1,500.00	\$20.00	\$2,000.00	\$33.00	\$3,300.00
3	EXPOSED AGGREGATE SIDEWALK, 4"	100	SF	\$9.00	\$900.00	\$10.00	\$1,000.00	\$15.50	\$1,550.00
4	DOMESTIC WATER SERVICE BOX TO BE ADJUSTED	2	EA	\$50.00	\$100.00	\$100.00	\$200.00	\$115.00	\$230.00
5	MANHOLE TO BE ADJUSTED	2	EA	\$150.00	\$300.00	\$200.00	\$400.00	\$350.00	\$700.00
6	VALVE BOX TO BE ADJUSTED	2	EA	\$100.00	\$200.00	\$100.00	\$200.00	\$150.00	\$300.00
7	AGGREGATE BASE	50	CF	\$5.00	\$250.00	\$5.00	\$250.00	\$4.50	\$225.00
8	PCC DRIVEWAY PAVEMENT	17	SY	\$10.00	\$170.00	\$90.00	\$1,530.00	\$120.00	\$2,040.00
9	HOT MIX ASPHALT SURFACE COURSE	10	TON	\$170.00	\$1,700.00	\$200.00	\$2,000.00	\$400.00	\$4,000.00
10	DETECTABLE WARNINGS	200	SF	\$40.00	\$8,000.00	\$40.00	\$8,000.00	\$40.00	\$8,000.00
11	CONCRETE CURB & GUTTER REMOVE & REPLACEMENT	40	LF	\$40.00	\$1,600.00	\$42.00	\$1,680.00	\$75.00	\$3,000.00
12	PCC SIDEWALK RAMP, 6"	1500	SF	\$10.00	\$15,000.00	\$12.00	\$18,000.00	\$10.40	\$15,600.00
	<b>TOTAL</b>				<b>\$117,220.00</b>		<b>\$135,260.00</b>		<b>\$153,320.00</b>

**Walter D. Laud, Inc.**

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	PCC SIDEWALK, 4"	12500	SF	\$10.00	\$125,000.00		\$0.00		\$0.00
2	CURB REMOVAL	100	LF	\$25.00	\$2,500.00		\$0.00		\$0.00
3	EXPOSED AGGREGATE SIDEWALK, 4"	100	SF	\$20.00	\$2,000.00		\$0.00		\$0.00
4	DOMESTIC WATER SERVICE BOX TO BE ADJUSTED	2	EA	\$150.00	\$300.00		\$0.00		\$0.00
5	MANHOLE TO BE ADJUSTED	2	EA	\$750.00	\$1,500.00		\$0.00		\$0.00
6	VALVE BOX TO BE ADJUSTED	2	EA	\$200.00	\$400.00		\$0.00		\$0.00
7	AGGREGATE BASE	50	CF	\$1.00	\$50.00		\$0.00		\$0.00
8	PCC DRIVEWAY PAVEMENT	17	SY	\$110.00	\$1,870.00		\$0.00		\$0.00
9	HOT MIX ASPHALT SURFACE COURSE	10	TON	\$400.00	\$4,000.00		\$0.00		\$0.00
10	DETECTABLE WARNINGS	200	SF	\$120.00	\$24,000.00		\$0.00		\$0.00
11	CONCRETE CURB & GUTTER REMOVE & REPLACEMENT	40	LF	\$60.00	\$2,400.00		\$0.00		\$0.00
12	PCC SIDEWALK RAMP, 6"	1500	SF	\$8.00	\$12,000.00		\$0.00		\$0.00
	<b>TOTAL</b>				<b>\$176,020.00</b>		<b>\$0.00</b>		<b>\$0.00</b>

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