

Committee-of-the-Whole Agenda

6:30 p.m.

Tuesday, April 28, 2015

Mayor's Board Appointments

Mayor's appointment of John Knaack to the Park Board to fill the unexpired term of Dan McNeil to expire May 31, 2019, to be effective May 6, 2015.

Presentation

Recognition of Watercon 2015 Overall Competition Champions (Greg Swanson, Utilities General Manager)

Proclamation

A Proclamation from the Water Department to declare May 3-9, 2015 as "National Drinking Water Week."

A Proclamation from the United States Navy Reserve to declare May 4-10, 2015, as "Navy Week."

A Proclamation from the Public Works Department to declare May 17-23, 2015, as "National Public Works Week"

Questions on the Agenda

Agenda Items

- 1. Amendments to Chapter 4 Alcoholic Liquor** (Tracy Koranda, City Clerk)
- 2. 2015 Bridge Maintenance** (Scott Hinton, City Engineer)
- 3. Other**
- 4. Public Comment**

Informational

Traffic Signals at River Drive & 23rd Street (Scott Hinton, City Engineer)

Neighborhood Improvement Update (Maureen Riggs, City Attorney)

Explanation

- 1. An Ordinance amending Chapter 4, "ALCOHOLIC LIQUOR," of the Moline Code of Ordinances, by repealing Sections 4-3101, 4-3208(b) and (e), 4-3311, 4-3312, 4-3313 and 4-3315 in their entirety and enacting in lieu thereof new Sections 4-3101, 4-3208(b), 4-3311, 4-3312, 4-3313 and 4-3315 dealing with the same subject matter; and by enacting one new Section 4-3407.** (Tracy Koranda, City Clerk/Deputy Liquor Commissioner)

Explanation: The Local Liquor Control Commissioner and City Staff met recently to review potential changes to the City's liquor code as a result of requests made by individuals and the various City Departments. Following review, the Commissioner and City Staff determined that certain amendments to the City's liquor code will increase business in the City without compromising the safety and security of its residents, businesses, visitors and Public Safety personnel and will improve certain existing procedures. The following are the proposed changes:

- Creation of a Special Event Hosted Bar License
- Creation of a Special Event Homebrewer License
- Amendments to Outdoor Use Option
- Periodic Training Sessions

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

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- 2. A Resolution authorizing the Mayor and City Clerk to execute a contract with Civil Constructors, Inc. for Project #1228, 2015 Bridge Maintenance Repairs, in the amount of \$338,735.00.** (Scott Hinton, City Engineer)

Explanation: Bids were opened and publically read on April 21, 2015 for Project #1228 with the following results:

\$338,735.00	Civil Constructors, Inc.
\$413,547.50	General Constructors, Inc. of the Quad Cities
\$487,852.75	Brandt Construction Co.

Project #1228 includes painting and expansion joint repair on the 16th Street Viaduct (Arsenal Bridge) and the 12th Avenue bridge over 15th Street. Additional documentation attached.

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

ACCOUNT	BUDGETED	AS-BID	
Utility Tax	475,000.00	338,735.00	510-9965-438.08-20
Water			310-1716-434.04-25
WPC			320-1840-433.04-20
Storm			330-1971-433.08-35

	\$475,000.00	\$338,735.00
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Public Notice/Recording: N/A
Goals Impacted: Strong Local Economy, Upgrade City Infrastructure & Facilities

CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this ____ day of _____, A.D., 2015, between **CIVIL CONSTRUCTORS, INC.** of **1716 179TH STREET NORTH, EAST MOLINE, IL 61244**, 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 **THREE HUNDRED THIRTY EIGHT THOUSAND SEVEN HUNDRED THIRTY FIVE AND 00/100 (\$338,735.00) 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 #1228, 2015 BRIDGE MAINTENANCE REPAIRS** 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.

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 **THREE HUNDRED THIRTY EIGHT**

THOUSAND SEVEN HUNDRED THIRTY FIVE AND 00/100 (\$338,735.00) 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: April 21, 2015 11:00 a.m.

Project: 1228 -2015 Bridge Maintenance Repairs

General Constructors, Inc. of the

Civil Constructors, Inc.

Quad Cities

Brandt Construction Co.

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	PORTLAND CEMENT CONCRETE SIDEWALK 4 INCH	200	SQ FT	\$12.00	\$2,400.00	\$7.40	\$1,480.00	\$9.00	\$1,800.00
2	SIDEWALK REMOVAL	200	SQ FT	\$10.00	\$2,000.00	\$5.00	\$1,000.00	\$10.00	\$2,000.00
3	CONCRETE REMOVAL	1	L SUM	\$11,500.00	\$11,500.00	\$15,000.00	\$15,000.00	\$32,000.00	\$32,000.00
4	FURNISHING AND ERECTING STRUCTURAL STEEL	1	L SUM	\$250.00	\$250.00	\$1,500.00	\$1,500.00	\$350.00	\$350.00
5	PREFORMED JOINT SEAL 2 1/2"	88	FOOT	\$75.00	\$6,600.00	\$75.00	\$6,600.00	\$82.00	\$7,216.00
6	PREFORMED JOINT SEAL 4"	34	FOOT	\$95.00	\$3,230.00	\$125.00	\$4,250.00	\$94.00	\$3,196.00
7	PREFORMED JOINT STRIP SEAL	106	FOOT	\$210.00	\$22,155.00	\$225.00	\$23,737.50	\$187.50	\$19,781.25
8	ELASTOMERIC BEARING ASSEMBLY, TYPE I	7	EACH	\$925.00	\$6,475.00	\$1,200.00	\$8,400.00	\$850.00	\$5,950.00
9	ELASTOMERIC BEARING ASSEMBLY, TYPE II	7	EACH	\$1,475.00	\$10,325.00	\$1,600.00	\$11,200.00	\$1,500.00	\$10,500.00
10	ANCHOR BOLTS, 3/4"	32	EACH	\$60.00	\$1,920.00	\$20.00	\$640.00	\$50.00	\$1,600.00
11	CONCRETE SEALER	17180	SQ FT	\$1.75	\$30,065.00	\$0.50	\$8,590.00	\$0.65	\$11,167.00
12	POLYMER CONCRETE	19	CU FT	\$775.00	\$14,337.50	\$750.00	\$13,875.00	\$1,450.00	\$26,825.00
13	JACK AND REMOVE EXISTING BEARINGS	14	EACH	\$950.00	\$13,300.00	\$1,100.00	\$15,400.00	\$2,150.00	\$30,100.00
14	CLEAN AND PAINT STRUCTURAL STEEL	5090	SQ FT	\$23.00	\$117,070.00	\$32.00	\$162,880.00	\$35.50	\$180,695.00
15	CONTAINMENT AND DISPOSAL OF LEAD PAINT CLEANING RESIDUES	1	L SUM	\$9,000.00	\$9,000.00	\$28,500.00	\$28,500.00	\$32,000.00	\$32,000.00
16	STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 INCHES	200	SQ FT	\$125.00	\$25,000.00	\$200.00	\$40,000.00	\$165.50	\$33,100.00
17	CONTAINMENT AND DISPOSAL OF NON-LEAD PAINT CLEANING RESIDUES	1	L SUM	\$9,000.00	\$9,000.00	\$1,500.00	\$1,500.00	\$1,675.00	\$1,675.00
18	IMPACT ATTENUATORS, TEMPORARY (NON-REDIRECTIVE), TEST LEVEL 2	1	EACH	\$2,750.00	\$2,750.00	\$2,750.00	\$2,750.00	\$3,800.00	\$3,800.00
19	IMPACT ATTENUATORS, RELOCATE (NON-REDIRECTIVE), TEST LEVEL 2	1	EACH	\$275.00	\$275.00	\$275.00	\$275.00	\$675.00	\$675.00
20	TEMPORARY CONCRETE BARRIER	150	FOOT	\$28.00	\$4,200.00	\$32.00	\$4,800.00	\$28.00	\$4,200.00
21	RELOCATE TEMPORARY CONCRETE BARRIER	150	FOOT	\$6.00	\$900.00	\$6.00	\$900.00	\$12.00	\$1,800.00
22	TRAFFIC CONTROL AND PROTECTION, LOCATION 1	1	L SUM	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$5,050.00	\$5,050.00
23	TRAFFIC CONTROL AND PROTECTION, LOCATION 2	1	L SUM	\$10,000.00	\$10,000.00	\$5,700.00	\$5,700.00	\$19,475.00	\$19,475.00
24	APPROACH SLAB REPAIR (PARTIAL DEPTH)	17	SQ YD	\$475.00	\$7,932.50	\$600.00	\$10,020.00	\$425.00	\$7,097.50
25	EXPANSION DEVICE REMOVAL	122	FOOT	\$25.00	\$3,050.00	\$25.00	\$3,050.00	\$25.00	\$3,050.00
26	PIN AND LINK PLATE REPLACEMENT	1	EACH	\$16,500.00	\$16,500.00	\$20,000.00	\$20,000.00	\$25,500.00	\$25,500.00
27	TEMPORARY SUPPORT SYSTEM	1	L SUM	\$6,500.00	\$6,500.00	\$20,000.00	\$20,000.00	\$17,250.00	\$17,250.00
	TOTAL				\$338,735.00		\$413,547.50		\$487,852.75

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