



# MOLINE CITY COUNCIL AGENDA

Tuesday, October 6, 2015

6:30 p.m.

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

City Hall

Council Chambers – 2<sup>nd</sup> Floor

619 16th Street

Moline, IL

Call to Order

Pledge of Allegiance

Invocation – Alderman Zelnio

Roll Call

Consent Agenda

All items under the consent agenda will be enacted by one motion. There will be no separate discussions of these items unless a Council Member so requests, in which case, the item will be moved from the Consent Agenda and considered as the first item after the Omnibus Vote.

COUNCIL MEMBER	PRESENT	ABSENT
Rodriguez		
Parker		
Wendt		
Zelnio		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Raes		

Approval of Minutes

Committee of the Whole and Council meeting minutes of September 22, 2015

Second Reading Ordinances

**1. Council Bill/General Ordinance 3035-2015**

An Ordinance amending the Zoning and Land Development Code of the City of Moline, Illinois, by enacting thereto an amendment of the Zoning Map, incorporated therein as Section 35-3103 (City of Moline; Lots 8, 9, N350FT of Lots 24 and 25, 24, 25, 2, 1 and 1400 Block of 52 Avenue of Southpark West)

**Explanation:** This ordinance will rezone eight parcels from I-1 (light industrial) to B-4 (highway/intensive business district) and one parcel from O-1 (office district) to C-2 (conservation district) in Southpark West.

**Fiscal Impact:** N/A

**Public Notice/Recording:** August 10, 2015 newspaper publication.

**2. Council Bill/Special Ordinance 4045-2015**

A Special Ordinance authorizing the Mayor and City Clerk to execute a First Amendment to Tower Site Option and Ground Lease Agreement and an Amended and Restated Memorandum of Lease with Pegasus Tower Development Company, LLC, for the wireless communications tower and transmitter site located at 2701 30<sup>th</sup> Street Court, Moline, Illinois.

**Explanation:** On March 30, 2010, the City executed a Tower Site Option and Ground Lease Agreement and a Memorandum of Lease with Pegasus Tower Company, LTD., for its placement of antenna facilities on City premises located at 2701 30<sup>th</sup> Street Court, known as Jefferson Park. Pegasus Tower Company, LTD., proceeded with exercising the option and pursuant to terms of the Lease, started its Lease with the City on January 1, 2011. Pursuant to terms of the Lease, Pegasus Tower Company, LTD., assigned its interest in the Lease to Pegasus Tower Development Company, LLC (“Pegasus”). Pursuant to negotiations between the City and Pegasus, the parties have determined that there are discrepancies in the legal descriptions and the parties wish to correct the legal descriptions at this time. Execution of the First Amendment to Tower Site Option and Ground Lease Agreement and the Amended and Restated Memorandum of Lease by the City will allow the legal descriptions to be corrected. Additional documentation attached.

**Fiscal Impact:** N/A

**Public Notice/Recording:** Documents to be recorded by Lease Holder

## Resolutions

### **3. Council Bill/Resolution 1110-2015**

**A Resolution authorizing the Mayor and City Clerk to execute a Contract with Miller Trucking & Excavating, Inc. for Project #1231, 2015 Ravine Sanitary Sewer Replacement, in the amount of \$588,350.00.**

**Explanation:** Bids were opened and publicly read on September 15, 2015, for Project #1231, with the following results:

\$588,350.00	Miller Trucking & Excavating, Inc.
\$599,448.45	Needham Excavating, Inc.
\$664,266.00	Legacy Corporation of IL
\$779,060.00	Langman Construction, Inc.

Project #1231 includes the replacement of sanitary sewer piping in two ravines. The first location is the second phase of a multi-phase project south of 26<sup>th</sup> Avenue and 34<sup>th</sup> Street. The second location is west of 53<sup>rd</sup> Street and north of Coal Town Road. Miller Trucking & Excavating, Inc. submitted the lowest responsible and responsive bid. Additional documentation attached.

**Fiscal Impact:** Funds are budgeted and available as follows:

ACCOUNT	BUDGETED	AS-BID	
CIP	60,000.00	66,216.00	510-9965-438.08-10
Water			310-1716-434.08-45
WPC	632,000.00	522,134.00	320-1840-433.08-30
Storm			330-1971-433.08-35
	\$692,000.00	\$588,350.00	

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

### **4. Council Bill/Resolution 1111-2015**

**A Resolution authorizing approval of a Reconciliation Change Order with Walter D. Laud, Inc. for Project #1227, 34<sup>th</sup> Avenue Reconstruction, 56<sup>th</sup> Street Place to 60<sup>th</sup> Street, in the amount of \$103,378.37.**

**Explanation:** At the June 2, 2015 Committee-of-the-Whole meeting, Council approved a change order to remove unsuitable subgrade material and replace it with rock to provide adequate support for the new pavement. The estimated cost for this additional work was \$100,000.00. In order to make final payment to the contractor and close out the contract, a change order is needed in the amount of \$103,378.37. The change order reflects the difference between the estimated bid quantities and final quantities actually constructed and includes the previously approved \$100,000.00 for subbase rock. The change order increases the original contract value of \$489,228.75 by 21.1% to \$592,607.12. Additional documentation attached.

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

ACCOUNT	BUDGETED	ORIGINAL CONTRACT	CHANGE ORDERS	TOTAL
Utility Tax	480,000.00	345,328.75	110,204.73	455,533.48
Water	1,500.00	300.00	819.40	1,119.40
WPC	100,000.00	100,525.00	(9,516.76)	91,008.24
Storm	40,000.00	43,075.00	1,871.00	44,946.00
	\$621,500.00	\$489,228.75	\$103,378.37	\$592,607.12

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

### **5. Council Bill/Resolution 1112-2015**

**A Resolution authorizing the Mayor and City Clerk to execute an Agreement for Professional Services between the City of Moline and Missman, Inc. for Motor Fuel Tax Section 15-00258-00-LS, Avenue of the Cities Streetscaping.**

**Explanation:** A total of thirty-one right-of-way dedications, permanent easements, and temporary construction easements are required for the Avenue of the Cities Streetscaping project from 34<sup>th</sup> to 41<sup>st</sup> Streets. This project

is 80% funded with Illinois Transportation Enhancement Program (ITEP) grant funds administered by the Illinois Department of Transportation (IDOT). IDOT rules require that property acquisition services be provided by firms and individuals certified by IDOT to provide the service. City staff is not certified to provide these services by IDOT. Missman, Inc. proposes to negotiate the right-of-way and easement acquisition with private property owners for the not-to-exceed price of \$67,515. Additional documentation attached.

**Fiscal Impact:** This is an unbudgeted expense. Funds are available in account #510-9957-438.03-22, Capital Improvement Fund, Professional/Technical

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

#### **6. Council Bill/Resolution 1113-2015**

**A Resolution authorizing the Mayor and City Clerk to execute an Agreement for Professional Services between the City of Moline and Oakwood Appraisal Company for Motor Fuel Tax Section 15-00258-00-LS, Avenue of the Cities Streetscaping.**

**Explanation:** A total of thirty one right-of-way dedications, permanent easements, and temporary construction easements are required for the Avenue of the Cities Streetscaping project from 34<sup>th</sup> to 41<sup>st</sup> Streets. This project is 80% funded with Illinois Transportation Enhancement Program (ITEP) grant funds administered by the Illinois Department of Transportation (IDOT). IDOT rules require that property acquisition services be provided by firms and individuals certified by IDOT to provide the service. City staff is not certified to provide these services by IDOT. Oakwood Appraisal Service proposes to provide appraisal and appraisal review services for \$36,500. Additional documentation attached.

**Fiscal Impact:** This is an unbudgeted expense. Funds are available in account #510-9957-438.03-22, Capital Improvement Fund, Professional/Technical

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

#### **7. Council Bill/Resolution 1114-2015**

**A Resolution authorizing the Mayor and City Clerk to execute an Agreement for Professional Services between the City of Moline and EnviroNET, Inc. for Motor Fuel Tax Section 15-00258-00-LS, Avenue of the Cities Streetscaping.**

**Explanation:** Environmentally contaminated soils are known to exist within the Avenue of the Cities Streetscaping project limits. A Preliminary Environmental Site Assessment (PESA) is necessary to determine the probable extent of the contamination. EnviroNET proposes to perform the PESA for the lump sum price of \$2,500.00. The City will need to enter into a second agreement for contamination mitigation services after the probable contamination limits are determined. Additional documentation attached.

**Fiscal Impact:** This is an unbudgeted expense. Funds are available in account #510-9957-438.03-22, Capital Improvement Fund, Professional/Technical

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

#### **8. Council Bill/Resolution 1115-2015**

**A Resolution authorizing the Chief of Police/Public Safety Director to execute a cooperative agreement with Eastern Iowa Community Colleges to allow the Moline Fire Department to provide clinical/field experience to students participating in Basic or Advanced Emergency Medical Education.**

**Explanation:** The Moline Fire Department and Eastern Iowa Community Colleges wish to execute an agreement allowing the Moline Fire Department to provide clinical and field experience for selected student learning. The purpose of this training is to provide educational opportunities for students with a desire to enter the field of pre-hospital emergency care. Per the agreement, the Moline Fire Department and Eastern Iowa Community Colleges agree to conduct the instruction and training in accord with the Iowa EMT/Paramedic Law and Advanced Emergency Medical Care Rules (Title XXV-Chapter 132).

**Fiscal Impact:** N/A

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

**9. Council Bill/Resolution 1116-2015**

**A Resolution authorizing the Mayor and City Clerk to execute a Law Enforcement Services Agreement between the City of Moline and AlliedBarton Security Services, LLC, setting forth the terms for assignment of uniformed police officers to the SouthPark Mall complex for the period of January 1, 2016 through December 31, 2016.**

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

**Fiscal Impact:** Reimbursement of \$127,000.

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

**10. Council Bill/Resolution 1117-2015**

**A Resolution authorizing the Utilities General Manager to approve Change Order #3 to the Contract with Williams Brothers Construction, Inc., for the North Slope Wastewater Plant Improvements Project, in the amount of \$234,850.**

**Explanation:** Change Order #3 consists of six individual changes to the North Slope Wastewater Plant Improvements Project construction contract documents. In general, these changes are adjustments to meet field conditions encountered during construction or enhancements to the efficiency, functionality or longevity of the completed Project. These changes are summarized in the attached documentation. Change Order #3 increases the current contract amount of \$37,518,017 to \$37,752,867. Change Order #3 provides Williams Brothers Construction, Inc., with twenty additional calendar days to complete the contract work.

**Fiscal Impact:** Funds are budgeted in account #320-1838-433.08-06

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

**11. Council Bill/Resolution 1118-2015**

**A Resolution authorizing the Mayor and City Clerk to execute an Agreement for the disposal of refuse, sludge, yard waste, and bulk tree waste with Republic Services, Upper Rock Island County Landfill, for five years beginning January 1, 2016, and ending December 31, 2020.**

**Explanation:** The current refuse, sludge, yard waste, and bulk tree waste agreement with Millennium Waste Incorporated (MWI) will expire December 31, 2015. The Cities of Moline, Rock Island, and Milan jointly solicited a Request for Landfill Disposal Service Proposals with contracts to be awarded individually. Republic Services, Upper Rock Island County Landfill, submitted the lowest responsive and responsible proposal. The terms of said Agreement shall be for five years beginning January 1, 2016, and ending on December 31, 2020. The billing rate shall be based on tons measured at the landfill gate with the following fee schedules:

<b>Year</b>	<b>Refuse</b>	<b>Sludge</b>	<b>Yard Waste</b>	<b>Bulk Tree Waste</b>
<i>Current Contract</i>	<i>\$17.32</i>	<i>\$13.25</i>	<i>\$34.00</i>	<i>\$29.00</i>
2016	\$15.95	\$12.50	\$29.00	\$30.00
2017	\$15.95	\$12.50	\$29.00	\$30.00
2018	\$16.43	\$12.88	\$29.87	\$30.90
2019	\$16.92	\$13.27	\$30.77	\$31.83
2020	\$17.43	\$13.67	\$31.68	\$32.79

All fees, except an administrative fee of \$3.25 per invoice, are included in the quoted rate as follows: Royalty, \$0.21/ton; Host Fee, \$0.54/ton, State Fee, \$2.22/ton; and County Fee, \$1.27/ton.

**Fiscal Impact:** Sufficient funds are budgeted in Contractual Services Accounts.

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

**12. Council Bill/Resolution 1119-2015**

A Resolution approving and accepting proposed changes to prior contract language as awarded in interest arbitration and as agreed to by and between the negotiators for the City of Moline and the International Association of Fire Fighters (IAFF), Local 581, relating to wages, hours of work and certain other conditions of employment for the contract term January 1, 2015 - December 31, 2017; and authorizing the Mayor and City Clerk to execute an agreement incorporating said changes with the International Association of Fire Fighters (IAFF), Local 581, relating to wages, hours of work and certain other conditions of employment.

**Explanation:** As a result of negotiations, the negotiators for the City of Moline and the International Association of Fire Fighters (IAFF), Local 581, have agreed to certain proposed changes to the immediately prior contract language as set forth on the attachment marked Exhibit “A.” Additional changes included in Exhibit “A” are the result of the September 4, 2015, interest arbitration award, accepted by Council on September 22, 2015. IAFF, Local 581, has ratified the changes. The negotiators for the City of Moline submit same for Council approval and acceptance and authority for the Mayor and City Clerk to sign a new labor agreement for the contract term January 1, 2015 - December 31, 2017, incorporating the changes.

**Fiscal Impact:** Funds available in the General Fund.

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

**Omnibus Vote**

**Non - Consent Agenda**

**Second Reading Ordinances**

OMNIBUS VOTE		
Council Member	Aye	Nay
Zelnio		
Turner		
Schoonmaker		
Liddell		
Acri		
Rodriguez		
Parker		
Wendt		
Mayor Raes		

**13. Council Bill/General Ordinance 3036-2015**

An Ordinance amending Chapter 34, “WATER AND SEWERS,” of the Moline Code of Ordinances, Section 34-2121, “Charges and Collections,” by repealing subsection (i), “Delayed Billing,” in its entirety and enacting in lieu thereof one new subsection (i), “Prorated Utility Billing,” dealing with the same subject matter.

**Explanation:** The Committee-of-the-Whole has declared its desire to enhance the equity of quarterly utility billing practices by allowing for proration of certain associated fixed charges on utility bills issued for a duration of less than a full quarterly billing cycle. The adoption of this ordinance will provide for proration of certain fixed charges associated with such quarterly City utility bills.

**Fiscal Impact:** An estimated annual reduction of \$24,335 in Water revenue and \$14,465 in WPC revenue.

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

**First Reading Ordinances**

CB 3036-2015		
Council Member	Aye	Nay
Zelnio		
Turner		
Schoonmaker		
Liddell		
Acri		
Rodriguez		
Parker		
Wendt		
Mayor Raes		

**14. Council Bill/Special Ordinance 4046-2015**

A Special Ordinance authorizing the Mayor and City Clerk to execute Agreements for Sale of Real Estate and do all things necessary to convey the City-owned properties at 2510 5<sup>th</sup> Avenue and 726 22<sup>nd</sup> Street A to the Moline Community Development Corporation, an Illinois Not-for-Profit corporation, in furtherance of the Illinois Housing Development Authority Blight Reduction Program; and authorizing the Mayor and City Clerk to execute Agreements for Sale of Real Estate and do all things necessary to convey up to six (6) additional City-owned properties to the Moline Community Development Corporation, an Illinois Not-for-Profit corporation, between the date of this resolution and June 1, 2017, only if such properties have been previously approved by the Illinois Housing Development Authority for inclusion in the Blight Reduction Program; and authorizing City staff to do all things necessary to effectuate the goals of the Illinois Housing Authority’s Blight Reduction Program by acquiring property, through purchase or other means; by executing contracts for all Blight Reduction Program eligible demolition and greening activities; and by authorizing loans to the Moline Community Development Corporation, an Illinois Not-for-Profit corporation, according to program guidelines, in amounts not to exceed thirty-five thousand dollars (\$35,000.00); all actions to be performed in accordance with program guidelines.

**Explanation:** The City of Moline and the Moline Community Development Corporation entered into a Memorandum of Understanding relating to the administration of the Illinois Housing Authority's Blight Reduction Program in Resolution 1167-2014. The City of Moline, the Moline Community Development Corporation ("MCDC"), and the Illinois Housing Development Authority ("IHDA") entered into a Tri-Party Agreement between the parties as authorized by Resolution 1066-2015 setting forth terms for the award of funds under IHDA's Blight Reduction Program ("BRP") in the amount of \$280,000.00. The City took possession of abandoned, single family homes at 2510 5<sup>th</sup> Avenue and at 726 22<sup>nd</sup> Street A, said properties being blighted and a nuisance for several years, both of which have been approved by IHDA for the BRP. The BRP requires that all IHDA approved properties be owned by MCDC. The MCDC has offered to purchase each property for \$1.00. The sale of these properties to MCDC will comply with the BRP guidelines. Pursuant to the terms of the Tri-Party Agreement, the City and MCDC must have six (6) additional properties complete all requirements of the BRP during the term of the program. This program will require numerous contracts and agreements to be executed where time is of the essence. Granting limited authority to City staff to implement these programs would facilitate the processes. Additional documentation attached.

**Fiscal Impact:** N/A

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

**Miscellaneous Business (if necessary)**

**Public Comment**

Members of the Public are permitted to speak after coming to the podium and stating their name.

**Executive Session (if necessary)**

Council Bill/General Ordinance No. 3035-2015

Sponsor: \_\_\_\_\_

AN ORDINANCE

AMENDING the Zoning and Land Development Code of the City of Moline, Illinois, by enacting thereto an amendment of the Zoning Map, incorporated therein as Section 35-3103 (City of Moline; Lots 8, 9, N350FT of Lots 24 and 25, 24, 25, 2, 1 and 1400 Block of 52 Avenue of Southpark West)

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WHEREAS, the Plan Commission has received a request for rezoning sufficient in form and content; and

WHEREAS, the Plan Commission, after public hearing upon proper notice, has made its recommendation; and

WHEREAS, this Council finds and declares that a change from “I-1” (Light Industrial District) to “B-4” (Highway/Intensive Business District) zoning will more accurately reflect the Comprehensive Plan for the City of Moline and will be more consistent in relation to the comprehensive zoning plan embodied in the Moline Zoning and Land Development Code for Lots 8, 9, N350FT of Lots 24 and 25, 24, 25, 2, 1 of Southpark West; and

WHEREAS, this Council finds and declares that a change from “O-1” (Office District) to “C-2” (Conservation District) zoning will more accurately reflect the Comprehensive Plan for the City of Moline and will be more consistent in relation to the comprehensive zoning plan embodied in the Moline Zoning and Land Development Code for the 1400 Block of 52 Avenue of Southpark West.

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

**Section 1** – That the following described territory shall be, and the same is, hereby changed from zoning classification “I-1” (Light Industrial District) provided in Section 35-3313 of said Zoning and Land Development Code, to zoning classification “B-4” (Highway/Intensive Business District), as provided in Section 35-3311 of said Zoning and Land Development Code for Lots 8, 9, N350FT of Lots 24 and 25, 24, 25, 2, 1 of Southpark West described as follows:

Lots 8 and 9:

Lot 8 and 9 of SOUTHPARK WEST, an Addition to the City of Moline, Situated in the County of Rock Island and the State of Illinois;

N350FT Lots 24 and 25:

Tract I:

The North Three Hundred Fifty and zero one-hundredths (350.00) feet of Lots Twenty-four (24) and Twenty-five (25) of Viken 1<sup>st</sup> Addition in the City of Moline, State of Illinois, more particularly described as follows:

Beginning at the Northwest corner of said Lot Twenty-four (24); thence North Eighty-nine degrees, Fifty-eight minutes, ten seconds East (N89 58' 10"E) along the South line of Forty-seventh Avenue, three hundred twelve and zero one-hundredths (312.00) feet, to the Northeast corner of said Lot Twenty-five (25); thence South zero degrees, thirty-two minutes, forty-six seconds East (S00 32' 46"E) along the East line of said Lot Twenty-five (25), three hundred fifty and zero one-hundredths (350.00) feet thence; South eighty-nine degrees, fifty-eight minutes, ten seconds West (S89 58' 10"W) three hundred twelve and zero one-hundredths (312.00) feet to the West line of said Lot Twenty-four (24); thence North zero degrees, thirty-two minutes, forty-six seconds West (N00 32' 46") along said West line three hundred fifty and zero one-hundredths (350.00) feet, to the place of beginning. For the purpose of this description the West line of said Lot Twenty-four (24) is assumed to have a bearing of North zero degrees, thirty two minutes, forty six seconds West (N00 32' 46");

**Tract II:**

Lot Number One (1) Viken Second Addition, a part of the Southeast Quarter of the Northeast Quarter of Section Number Seventeen (17), Township Number Seventeen (17) North, Range Number One (1) West of the Fourth Principal Meridian, situated in the City of Moline, Rock Island County, Illinois;

Lot 24:

Lot Number Twenty-four (24) except the North 350 feet thereof, in Viken First Addition to the City of Moline;

Lot 25:

Lot Number Twenty-five (25) in Viken First Addition, except the North Three Hundred Fifty (350) feet, and also excepting a parcel described as follows: Beginning at the Southeast corner of Lot 25, Viken 1<sup>st</sup> Addition to Moline; thence West 39 feet along the Lot line to the point of commencement of this description; thence North five feet; thence West five feet; thence South five feet; thence East five feet to the point of commencement; situated in the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section Number Seventeen (17) North, Range Number One (1) West of the Fourth Principal Meridian; situated in the City of Moline; Situated in the County of Rock Island and the State of Illinois;

Lot 2:

Lot Number Two (2) in Crab 1<sup>st</sup> Addition, situated in the City of Moline, in the County of Rock Island, in the State of Illinois;

Lot 1:

Lot Number One (1) in Crab 1<sup>st</sup> Addition, situated in the County of Rock Island, in the State of Illinois.

**Section 2** – That the Zoning Administrator is hereby directed to amend the Official Zoning Map as provided in Section 35-1303 of the Moline Zoning and Land Development Code, so as to show that the above-described area is established as above set forth and shall hereinafter be included in the “B-4” (Highway/Intensive Business District) zoning district.

**Section 3** – That the following described territory shall be, and the same is, hereby changed from zoning classification from “O-1” (Office District) to “C-2” (Conservation District) zoning will more accurately reflect the Comprehensive Plan for the City of Moline and will be more consistent in relation to the comprehensive zoning plan embodied in the Moline Zoning and Land Development Code for the 1400 Block of 52 Avenue of Southpark West described as follows:

Parcel 1:

That part of the SW ¼ of the NE ¼ of Section 17, Township 17 North, Range 1 West of the 4<sup>th</sup> Principal Meridian, described as follows:

Commencing at the SE corner of Lot 3 in Strobbe’s Addition to the City of Moline; thence East 25 feet to the place of beginning; thence South 160 feet; thence East 177.36 feet; thence North 224 feet; thence West 152.36 feet; thence South 64 feet; thence West 25 feet to the place of beginning.

Parcel II:

Commencing at the SW corner of said Lot 3 in said Strobbe’s Addition to the City of Moline; thence South 160 feet; thence East 165 feet; thence North 160 feet; thence West 165 feet to the place of beginning.

Parcel III:

Commencing at the SW corner of the SE ¼ of the NE ¼ of Section 17, Township 17 North, Range 1 West of the 4<sup>th</sup> Principal Meridian for a place of beginning; thence East 60 feet on the one-half section line; thence North 224 feet parallel with the quarter section line; thence West 60 feet to the quarter section line; thence South 224 feet on the quarter section line to the place of beginning situated in the County of Rock Island, State of Illinois.

**Section 4** – That the Zoning Administrator is hereby directed to amend the Official Zoning Map as provided in Section 35-1303 of the Moline Zoning and Land Development Code, so as to show that the above-described area is established as above set forth and shall hereinafter be included in the “C-2” (Conservation District) zoning district.

**Section 5** – That the foregoing amendment to the Moline Zoning and Land Development Code was made after public hearing, of which due notice by publication was given, held before the Moline Plan Commission under said Moline Zoning and Land Development Code, and at the report of said Moline Plan Commission to this Council, all as required by ordinance and law.

**Section 6** – That this Ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

Attest: \_\_\_\_\_

City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney



Council Bill/Special Ordinance No. 4045-2015

Sponsor: \_\_\_\_\_

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute a First Amendment to Tower Site Option and Ground Lease Agreement and an Amended and Restated Memorandum of Lease with Pegasus Tower Development Company, LLC, for the wireless communications tower and transmitter site located at 2701 30<sup>th</sup> Street Court, Moline, Illinois.

\_\_\_\_\_  
WHEREAS, on March 30, 2010, the City executed a Tower Site Option and Ground Lease Agreement and a Memorandum of Lease with Pegasus Tower Company, LTD., for its placement of antenna facilities on City premises located at 2701 30<sup>th</sup> Street Court, known as Jefferson Park; and

WHEREAS, Pegasus Tower Company, LTD., proceeded with exercising the option, and pursuant to terms of the Lease, started its Lease with the City on January 1, 2011; and

WHEREAS, pursuant to terms of the Lease, Pegasus Tower Company, LTD., assigned its interest in the Lease to Pegasus Tower Development Company, LLC (“Pegasus”); and

WHEREAS, pursuant to negotiations between the City and Pegasus, the parties have determined that there are discrepancies in the legal descriptions and the parties wish to correct the legal descriptions at this time; and

WHEREAS, execution of the First Amendment to Tower Site Option and Ground Lease Agreement and the Amended and Restated Memorandum of Lease by the City will allow the legal descriptions to be corrected.

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

**Section 1** – That the Mayor and City Clerk are hereby authorized to execute the First Amendment to Tower Site Option and Ground Lease Agreement and the Amended and Restated Memorandum of Lease between the City of Moline and Pegasus Tower Development Company, LLC, for the site located at 2701 30<sup>th</sup> Street Court, Moline, Illinois; provided, however, that said First Amendment to Tower Site Option and Ground Lease Agreement and Amended and Restated Memorandum of Lease are in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibits A and B, respectively, and have been approved as to form by the City Attorney.

**Section 2** – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

Attest: \_\_\_\_\_

City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

**FIRST AMENDMENT TO TOWER SITE OPTION  
AND GROUND LEASE AGREEMENT**

**THIS FIRST AMENDMENT TO TOWER SITE OPTION AND GROUND LEASE AGREEMENT** (this "Amendment") is made and entered into effective as of \_\_\_\_\_, 2015 by and between the **City of Moline**, whose address is 619 16th Street, Moline, Illinois 61265 ("Grantor"), and **Pegasus Tower Development Company, LLC**, a Delaware limited liability company, whose address is 86 West Street, Chagrin Falls, Ohio 44022 ("Grantee").

*WITNESSETH*

A. The Grantor has leased to the Grantee (successor-in-interest to the original grantee, Pegasus Tower Company, Ltd.), pursuant to the terms of a written Tower Site Option and Ground Lease Agreement between the parties dated as of March 30, 2010 (herein the "Agreement"), certain of the Grantor's real estate in Rock Island County, which specific real estate is a part of that certain parcel conveyed to the Grantor by Deed dated June 15, 1966 and recorded in the land records of said jurisdiction in Deed Book 301, Pages 443-444, which real estate is designated on Tax Map No. 1709200006, all of which is more particularly described in **Exhibit 1** attached hereto and which real estate is herein referred to as the "Grantor's Property";

B. Schedule A of the Agreement did not contain metes and bounds descriptions of the areas leased by Grantor to Grantee or the easements granted by Grantor to Grantee and Grantor and Grantee now wish to amend the Agreement to incorporate the final agreed upon legal descriptions into the Agreement.

C. NOW THEREFORE, for and in consideration of the premises herein, the receipt and sufficiency of which is hereby acknowledged, the parties obligate and bind one another, their heirs, successors and assigns as follows:

1. Leased Property Description. Grantor and Grantee agree that Schedule "A" referred to on page 1 of the Agreement in the Section called "Leased Property Description" and attached to the Agreement is hereby deleted in its entirety and replaced with Schedule A attached hereto and made a part hereof. The legal descriptions contained in Schedule A derive from a set of drawings prepared by CLS Group that contain drawings last revised on May 7, 2010 as approved by the City of Moline on June 3, 2010, as evidenced by a signature of the Donald Welavaert, the then Mayor of the Grantor.
2. Commencement Date. Grantor and Grantee agree that the lease portion of the Agreement commenced on January 1, 2011.
3. Amended and Restated Memorandum of Lease. Grantor and Grantee agree to enter into an Amended and Restated Memorandum of Lease to amend and restate the Memorandum of Lease dated as of December 15, 2010 and recorded as Document No. 2011-07994 of the Rock Island County, Illinois Recorder which contained incorrect legal descriptions. Grantee shall record the Amended and Restated Memorandum of Lease at its cost.



4. No Other Amendments. Other than the amendments made herein, all other terms and conditions of the Agreement remain unchanged and in full force and effect.

WITNESS the following signatures and seals:

**GRANTOR**

**CITY OF MOLINE, ILLINOIS, an Illinois  
municipal corporation**

By: \_\_\_\_\_  
Scott Raes, Mayor of the City of Moline

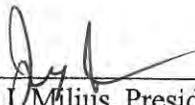
By: \_\_\_\_\_  
Tracy Koranda, City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Maureen Riggs, City Attorney

**GRANTEE:**

**PEGASUS TOWER DEVELOPMENT  
COMPANY, LLC, a Delaware limited  
liability company**

By:  \_\_\_\_\_  
Jeffrey J. Milius, President

STATE OF ILLINOIS            )  
  ) ss.  
COUNTY OF ROCK ISLAND    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015 by Scott Raes, the Mayor of the CITY OF MOLINE, ILLINOIS, and Tracy Koranda, the City Clerk of the CITY OF MOLINE, ILLINOIS, on behalf of the City of Moline.

SEAL

\_\_\_\_\_  
Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF OHIO                )  
  ) ss.  
COUNTY OF CUYAHOGA      )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of September, 2015 by Jeffrey J. Milius, the President of PEGASUS TOWER DEVELOPMENT COMPANY, LLC, a Delaware limited liability company, on behalf of the limited liability company.

SEAL



Diane S. Leung  
Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Diane S. Leung, Attorney  
Notary Public - State of Ohio  
My commission has no expiration date.

**SCHEDULE 1**  
**to First Amendment to Tower Site Option and Ground Lease Agreement**

**Description of Grantor's Property**

A tract of land in the East Half of Section 9, Township 17 North, Range 1 West of the Fourth Principal Meridian, bounded and described as follows, to wit:

Commencing at the Southeast corner of the Northwest Quarter of the Northeast Quarter of said Section 9; thence Southerly along the East line of said Northwest Quarter of said Northeast Quarter of said Section 9, a distance of 499 feet, more or less, to a point in the Northerly right of way line for a highway designated Federal Aid Interstate 74, said point being the point of beginning of the hereinafter described tract; thence North 23° 09' 06" West along said right of way line a distance of 506.26 feet; thence North 34° 20' 47" West along said right of way line a distance of 953.0 feet; thence Northeasterly along a line bearing North 20° 42' 30" East, a distance of 372.85 feet thence Northerly along a line bearing North 0° 06' West, a distance of 18.0 feet; thence Easterly along a line bearing North 89° 16' East; a distance of 100.0 feet; thence Southerly along a line bearing South 0° 06' East, a distance of 612.6 feet; thence Easterly along a line bearing North 89° 18' East, a distance 504.6 feet to a point in said East line of said Northwest Quarter of said Northeast Quarter of said Section 9; thence Southerly along said East line of said Northwest Quarter of said Northeast Quarter of said Section 9 to the point of beginning, containing 8.2 acres, more or less.

**SCHEDULE A**  
**to First Amendment to Tower Site Option and Ground Lease Agreement**

**Description of Leased Property**

**DESCRIPTION OF LEASE AREA**

A PARCEL OF LAND LOCATED IN PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH PM, IN THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE SOUTHWEST CORNER OF LOT 16 GREEN ACRES 1ST ADDITION;

THENCE NORTH 00° 16' 41" EAST 72.19 FEET ALONG THE WESTERLY LINE OF SAID GREEN ACRES 1ST ADDITION;

THENCE NORTH 89° 43' 19" WEST 327.05 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 61° 31' 28" WEST 60.00 FEET;

THENCE NORTH 28° 28' 32" WEST 50.00 FEET;

THENCE NORTH 61° 31' 28" EAST 60.00 FEET;

THENCE SOUTH 28° 28' 32" EAST 50.00 FEET;

THIS PARCEL CONTAINS 3,000 SQUARE FEET MORE OR LESS.

(THIS SURVEY IS BASED ON ILLINOIS STATE PLANE COORDINATES, ILLINOIS WEST ZONE).

**DESCRIPTION OF UTILITY EASEMENT**

A 5 FOOT WIDE, AS MEASURED PERPENDICULAR, STRIP PARCEL OF LAND LOCATED IN PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH PM, IN THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE SOUTHWEST CORNER OF LOT 16 GREEN ACRES 1ST ADDITION;

THENCE NORTH 00° 16' 41" EAST 72.19 FEET ALONG THE WESTERLY LINE OF SAID GREEN ACRES 1ST ADDITION;

THENCE NORTH 89° 43' 19" WEST 327.05 FEET;

THENCE SOUTH 61° 31' 28" WEST 1.71 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE;

THENCE SOUTH 75° 10' 10" EAST 339.43 FEET TO THE END OF SAID CENTERLINE;

THIS PARCEL CONTAINS 1,697 SQUARE FEET MORE OR LESS.

(THIS SURVEY IS BASED ON ILLINOIS STATE PLANE COORDINATES, ILLINOIS WEST ZONE).

### **DESCRIPTION OF LANDSCAPE EASEMENT**

A PARCEL OF LAND LOCATED IN PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH PM, IN THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE SOUTHWEST CORNER OF LOT 16 GREEN ACRES 1ST ADDITION;

THENCE NORTH 00° 16' 41" EAST 72.19 FEET ALONG THE WESTERLY LINE OF SAID GREEN ACRES 1ST ADDITION;

THENCE NORTH 89° 43' 19" WEST 327.05 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 28° 28' 32" WEST 50.00 FEET;

THENCE SOUTH 61° 31' 28" WEST 60.00 FEET;

THENCE NORTH 28° 28' 32" WEST 10.00 FEET;

THENCE NORTH 61° 31' 28" EAST 70.00 FEET;

THENCE SOUTH 28° 28' 32" EAST 70.00 FEET;

THENCE SOUTH 61° 31' 28" WEST 70.00 FEET;

THENCE NORTH 28° 28' 32" WEST 10.00 FEET;

THENCE NORTH 61° 31' 28" EAST 60.00 FEET TO THE POINT OF BEGINNING;

THIS PARCEL CONTAINS 1,900 SQUARE FEET MORE OR LESS.

(THIS SURVEY IS BASED ON ILLINOIS STATE PLANE COORDINATES, ILLINOIS WEST ZONE).

**DESCRIPTION OF ACCESS/UTILITY EASEMENT**

A PARCEL OF LAND LOCATED IN PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH PM, IN THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE SOUTHWEST CORNER OF LOT 16 GREEN ACRES 1ST ADDITION;

THENCE NORTH 00° 16' 41" EAST 72.19 FEET ALONG THE WESTERLY LINE OF SAID GREEN ACRES 1ST ADDITION;

THENCE NORTH 89° 43' 19" WEST 327.05 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 28° 28' 32" WEST 50.00 FEET;

THENCE NORTH 61° 31' 28" EAST 25.00 FEET;

THENCE SOUTH 28° 28' 32" EAST 15.89 FEET;

THENCE 10.74 FEET ALONG THE ARC OF A 10.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY (THE CHORD OF SAID CURVE BEARS SOUTH 59° 14' 16" EAST 10.23 FEET);

THENCE NORTH 90° 00' 00" EAST 171.18 FEET;

THENCE 87.24 FEET ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY (THE CHORD OF SAID CURVE BEARS SOUTH 48° 20' 51" EAST 79.75 FEET);

THENCE SOUTH 06° 41' 42" EAST 72.07 FEET;

THENCE 21.81 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY (THE CHORD OF SAID CURVE BEARS SOUTH 48° 20' 51" EAST 19.94 FEET);

THENCE NORTH 90° 00' 00" EAST 57.22 FEET TO THE WESTERLY LINE OF GREEN ACRES 1ST ADDITION;

THENCE SOUTH 00° 16' 41" WEST 25.00 FEET ALONG THE SAID WESTERLY LINE OF GREEN ACRES 1ST ADDITION;

THENCE SOUTH 90° 00' 00" WEST 57.10 FEET;

THENCE 58.16 FEET ALONG THE ARC OF A 40.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY (THE CHORD OF SAID CURVE BEARS NORTH 48° 20' 51" WEST 53.17 FEET);

THENCE NORTH 06° 41' 42" WEST 72.07 FEET;

THENCE 50.89 FEET ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY (THE CHORD OF SAID CURVE BEARS NORTH 48° 20' 51" WEST 46.52 FEET);

THENCE SOUTH 90° 00' 00" WEST 156.05 FEET;

THENCE 17.39 FEET ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY (THE CHORD OF SAID CURVE BEARS SOUTH 75° 45' 44" WEST 17.22 FEET);

THENCE SOUTH 61° 31' 28" WEST 15.61 FEET TO THE POINT OF BEGINNING;

THENCE THIS PARCEL CONTAINS 11,497 SQUARE FEET MORE OR LESS.

(THIS SURVEY IS BASED ON ILLINOIS STATE PLANE COORDINATES, ILLINOIS WEST ZONE).

Prepared by and Upon  
Recordation Return to:

Diane S. Leung, Esq.  
Thompson Hine LLP  
127 Public Square  
3900 Key Center  
Cleveland, Ohio 44114-1291

**AMENDED AND RESTATED MEMORANDUM OF LEASE**

**THIS AMENDED AND RESTATED MEMORANDUM OF LEASE** ("Amended Memorandum") is made and entered into effective as of \_\_\_\_\_, 2015 by and between the **City of Moline**, whose address is 619 16th Street, Moline, Illinois 61265 ("Grantor"), and **Pegasus Tower Development Company, LLC**, a Delaware limited liability company, whose address is 86 West Street, Chagrin Falls, Ohio 44022 ("Grantee").

*WITNESSETH*

A. The Grantor has leased to the Grantee (successor-in-interest to the original grantee, Pegasus Tower Company, Ltd.) pursuant to the terms of a written Tower Site Option and Ground Lease Agreement between the parties dated as of March 30, 2010 (herein the "Agreement"), certain of the Grantor's real estate in Rock Island County, which specific real estate is a part of that certain parcel conveyed to the Grantor by Deed dated June 15, 1966 and recorded in the land records of said jurisdiction in Deed Book 301, Pages 443-444, which real estate is designated on Tax Map No. 1709200006, all of which is more particularly described in **Schedule A** attached hereto and which real estate is herein referred to as the "Grantor's Property".

B. The Grantor and the Grantee executed a Memorandum of Lease dated as of December 15, 2010 and recorded as Document No. 2011-07994 of the Rock Island County, Illinois Recorder (the "Original Memorandum") in order to memorialize certain provisions of the Agreement.

C. The Grantor and the Grantee have discovered that some of the legal descriptions attached to the Original Memorandum were taken from a version of a survey that was not final.



D. Accordingly, the Grantor and the Grantee hereby enter into this Amended Memorandum to reflect the correct legal descriptions for the Leased Property (defined below) with the intent that this Amended Memorandum amends, restates and replaces the Original Memorandum.

E. Grantor and Grantee have also amended the Agreement by a First Amendment to Tower Site Option and Ground Lease Agreement dated the same date as this Amended Memorandum to replace the legal description on Schedule "A" of the Lease with same the legal descriptions that appears on Schedule B attached hereto.

NOW THEREFORE, for and in consideration of the premises herein, the receipt and sufficiency of which is hereby acknowledged, the parties obligate and bind one another, their heirs, successors and assigns as follows:

1. Grant of Lease. The Grantee has exercised its option rights under the Agreement and the Grantor has leased to the Grantee, its successors and assigns, all of the Leased Property upon the terms and conditions set forth in the Agreement.
2. Term. The initial term of the lease is for five (5) years from January 1, 2011 (herein the "Commencement Date"). The maximum term during which the Grantee may lease the Leased Property if it exercises its renewal rights in the Lease is 30 years from the Commencement Date.
3. The Leased Property. The Grantor and the Grantee hereby confirm that the portions of Grantor's Property that are leased by Grantor to Grantee and are subject to easements in favor of Grantee are set forth on Schedule B attached hereto (collectively, the "Leased Property").
4. Incorporation of Agreement. All other terms and conditions of the Agreement, as amended, are incorporated herein by reference. In the event of a conflict between the terms hereof and the terms of the Agreement, the terms of the Agreement shall govern.

[Signature pages follow]

WITNESS the following signatures and seals:

**GRANTOR: CITY OF MOLINE, ILLINOIS,  
an Illinois municipal corporation**

By: \_\_\_\_\_  
Scott Raes, Mayor of the City of Moline

By: \_\_\_\_\_  
Tracy Koranda, City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Maureen Riggs, City Attorney

STATE OF ILLINOIS                    )  
  ) ss.  
COUNTY OF ROCK ISLAND        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015 by Scott Raes, the Mayor of the CITY OF MOLINE, ILLINOIS, and Tracy Koranda, the City Clerk of the CITY OF MOLINE, ILLINOIS, on behalf of the City of Moline.

SEAL

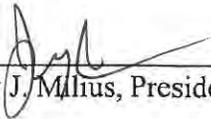
\_\_\_\_\_  
Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

[Signatures continued on the following page]

[Signatures continued from the previous page]

GRANTEE:

PEGASUS TOWER DEVELOPMENT  
COMPANY, LLC, a Delaware limited liability  
company

By:   
Jeffrey J. Milius, President

STATE OF OHIO                    )  
  ) ss.  
COUNTY OF CUYAHOGA        )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of September, 2015 by Jeffrey J. Milius, the President of PEGASUS TOWER DEVELOPMENT COMPANY, LLC, a Delaware limited liability company, on behalf of the limited liability company.



  
Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**Diane S. Leung, Attorney  
Notary Public - State of Ohio  
My commission has no expiration date.**

**SCHEDULE A**  
**to Memorandum of Lease**

**Description of Grantor's Property**

A tract of land in the East Half of Section 9, Township 17 North, Range 1 West of the Fourth Principal Meridian, bounded and described as follows, to wit:

Commencing at the Southeast corner of the Northwest Quarter of the Northeast Quarter of said Section 9; thence Southerly along the East line of said Northwest Quarter of said Northeast Quarter of said Section 9, a distance of 499 feet, more or less, to a point in the Northerly right of way line for a highway designated Federal Aid Interstate 74, said point being the point of beginning of the hereinafter described tract; thence North 23° 09' 06" West along said right of way line a distance of 506.26 feet; thence North 34° 20' 47" West along said right of way line a distance of 953.0 feet; thence Northeasterly along a line bearing North 20° 42' 30" East, a distance of 372.85 feet thence Northerly along a line bearing North 0° 06' West, a distance of 18.0 feet; thence Easterly along a line bearing North 89° 16' East, a distance of 100.0 feet; thence Southerly along a line bearing South 0° 06' East, a distance of 612.6 feet; thence Easterly along a line bearing North 89° 18' East, a distance 504.6 feet to a point in said East line of said Northwest Quarter of said Northeast Quarter of said Section 9; thence Southerly along said East line of said Northwest Quarter of said Northeast Quarter of said Section 9 to the point of beginning, containing 8.2 acres, more or less.

**SCHEDULE A**  
**to Memorandum of Lease**

**Description of Leased Property**

**DESCRIPTION OF LEASE AREA**

A PARCEL OF LAND LOCATED IN PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH PM, IN THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE SOUTHWEST CORNER OF LOT 16 GREEN ACRES 1ST ADDITION;

THENCE NORTH 00° 16' 41" EAST 72.19 FEET ALONG THE WESTERLY LINE OF SAID GREEN ACRES 1ST ADDITION;

THENCE NORTH 89° 43' 19" WEST 327.05 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 61° 31' 28" WEST 60.00 FEET;

THENCE NORTH 28° 28' 32" WEST 50.00 FEET;

THENCE NORTH 61° 31' 28" EAST 60.00 FEET;

THENCE SOUTH 28° 28' 32" EAST 50.00 FEET;

THIS PARCEL CONTAINS 3,000 SQUARE FEET MORE OR LESS.

(THIS SURVEY IS BASED ON ILLINOIS STATE PLANE COORDINATES, ILLINOIS WEST ZONE).

**DESCRIPTION OF UTILITY EASEMENT**

A 5 FOOT WIDE, AS MEASURED PERPENDICULAR, STRIP PARCEL OF LAND LOCATED IN PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH PM, IN THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE SOUTH 75° 10' 10" EAST 339.43 FEET TO THE END OF SAID CENTERLINE;

THIS PARCEL CONTAINS 1,697 SQUARE FEET MORE OR LESS.

(THIS SURVEY IS BASED ON ILLINOIS STATE PLANE COORDINATES, ILLINOIS WEST ZONE).

### **DESCRIPTION OF LANDSCAPE EASEMENT**

A PARCEL OF LAND LOCATED IN PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH PM, IN THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE SOUTH 61° 31' 28" WEST 60.00 FEET;

THENCE NORTH 28° 28' 32" WEST 10.00 FEET;

THENCE NORTH 61° 31' 28" EAST 70.00 FEET;

THENCE SOUTH 28° 28' 32" EAST 70.00 FEET;

THENCE SOUTH 61° 31' 28" WEST 70.00 FEET;

THENCE NORTH 28° 28' 32" WEST 10.00 FEET;

THENCE NORTH 61° 31' 28" EAST 60.00 FEET TO THE POINT OF BEGINNING;

THIS PARCEL CONTAINS 1,900 SQUARE FEET MORE OR LESS.

(THIS SURVEY IS BASED ON ILLINOIS STATE PLANE COORDINATES, ILLINOIS WEST ZONE).

**DESCRIPTION OF ACCESS/UTILITY EASEMENT**

A PARCEL OF LAND LOCATED IN PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH PM, IN THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE SOUTH 61° 31' 28" WEST 15.61 FEET TO THE POINT OF BEGINNING;

THENCE THIS PARCEL CONTAINS 11,497 SQUARE FEET MORE OR LESS.

(THIS SURVEY IS BASED ON ILLINOIS STATE PLANE COORDINATES, ILLINOIS WEST ZONE).

Council Bill/Resolution No. 1110-2015

Sponsor: \_\_\_\_\_

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with Miller Trucking & Excavating, Inc. for Project #1231, 2015 Ravine Sanitary Sewer Replacement, in the amount of \$588,350.00.

\_\_\_\_\_

WHEREAS, bids were publicly read on September 15, 2015; and

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

WHEREAS, sufficient funds are available.

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

That the Mayor and City Clerk are hereby authorized to execute a contract with Miller Trucking & Excavating, Inc. for Project #1231, 2015 Ravine Sanitary Sewer Replacement, in the amount of \$588,350.00; provided, however, that said contract is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

October 6, 2015  
\_\_\_\_\_  
Date

Passed: October 6, 2015

Approved: October 13, 2015

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

# CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2015, between **MILLER TRUCKING & EXCAVATING, INC.** of **3303 JOHN DEERE ROAD, SILVIS, IL 61282**, hereinafter referred to as the “CONTRACTOR,” and the CITY OF MOLINE, ILLINOIS, hereinafter referred to as the “CITY;”

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **FIVE HUNDRED EIGHTY EIGHT THOUSAND THREE HUNDRED FIFTY AND 00/100 (\$588,350.00) 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 #1231, 2015 RAVINE SANITARY SEWER REPLACEMENT** 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 4023-2015 are updated monthly by the Illinois Department of Labor and may be found at:

[http://www.illinois.gov/idol/Laws-Rules/CONMED/rates/2015/june/ROCK\\_ISL.htm](http://www.illinois.gov/idol/Laws-Rules/CONMED/rates/2015/june/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 **FIVE HUNDRED EIGHTY EIGHT**

**THOUSAND THREE HUNDRED FIFTY AND 00/100 (\$588,350.00) 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: 9/15/2015 11:00 a.m.

Project: 1231 - 2015 Sanitary Sewer Replacements in Ravines

**Miller Trucking & Excavating,  
Inc.**

**Needham Excavating, Inc.**

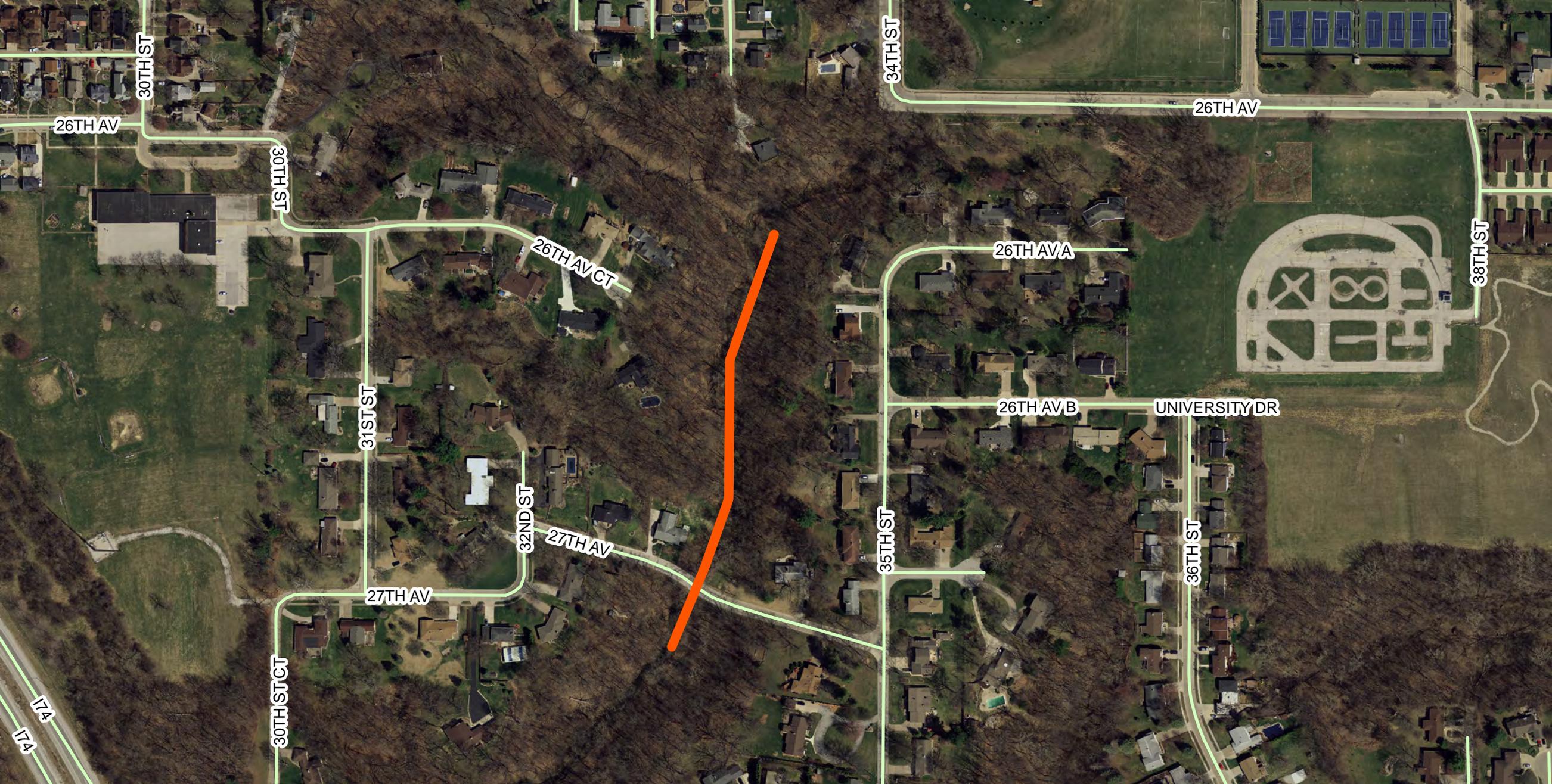
**Legacy Corporation of IL**

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	988	UNIT	\$18.00	\$17,784.00	\$21.00	\$20,748.00	\$25.00	\$24,700.00
2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	980	UNIT	\$22.00	\$21,560.00	\$39.00	\$38,220.00	\$25.00	\$24,500.00
3	SEEDING, CLASS 3	1	L. SUM	\$6,500.00	\$6,500.00	\$12,108.80	\$12,108.80	\$10,000.00	\$10,000.00
4	EROSION CONTROL BLANKET	1	L. SUM	\$10,000.00	\$10,000.00	\$13,932.78	\$13,932.78	\$25,000.00	\$25,000.00
5	TURF REINFORCEMENT MAT	100	S.Y.	\$11.00	\$1,100.00	\$5.23	\$523.00	\$7.50	\$750.00
6	TEMPORARY EROSION CONTROL SEEDING	1	L. SUM	\$4,800.00	\$4,800.00	\$1,650.00	\$1,650.00	\$1,500.00	\$1,500.00
7	AGGREGATE SURFACE COURSE, TYPE A	47	TON	\$27.00	\$1,269.00	\$23.10	\$1,085.70	\$25.00	\$1,175.00
8	P.C.C. SIDEWALK, 6"	142	S.F.	\$8.00	\$1,136.00	\$7.70	\$1,093.40	\$7.50	\$1,065.00
9	P.C.C. DRIVEWAY PAVEMENT	194	S.Y.	\$68.00	\$13,192.00	\$68.58	\$13,304.52	\$68.00	\$13,192.00
10	HMA DRIVEWAY PAVEMENT	588	S.Y.	\$35.00	\$20,580.00	\$33.94	\$19,956.72	\$30.00	\$17,640.00
11	DRIVEWAY PAVEMENT REMOVAL	782	S.Y.	\$9.00	\$7,038.00	\$8.25	\$6,451.50	\$10.00	\$7,820.00
12	SIDEWALK REMOVAL	142	S.F.	\$3.00	\$426.00	\$4.95	\$702.90	\$2.00	\$284.00
13	CLASS B PATCH, 8"	175	S.Y.	\$89.00	\$15,575.00	\$103.39	\$18,093.25	\$81.00	\$14,175.00
14	TRAFFIC CONTROL COMPLETE	1	L. SUM	\$7,000.00	\$7,000.00	\$17,301.44	\$17,301.44	\$2,500.00	\$2,500.00
15	TRENCH BACKFILL (SANITARY)	620	C.Y.	\$14.00	\$8,680.00	\$24.95	\$15,469.00	\$35.00	\$21,700.00
16	SANITARY SEWER, DIP, P CL 350, 10"	2090	L.F.	\$95.00	\$198,550.00	\$74.07	\$154,806.30	\$105.00	\$219,450.00
17	SANITARY SEWER, DIP, P CL 350, 12"	811	L.F.	\$95.00	\$77,045.00	\$80.24	\$65,074.64	\$115.00	\$93,265.00
18	SANITARY SEWER, DIP, P CL 350, 12", IN CASING	135	L.F.	\$100.00	\$13,500.00	\$81.80	\$11,043.00	\$175.00	\$23,625.00
19	STEEL CASING PIPE, 24" DRILLED OR PUSHED	135	L.F.	\$390.00	\$52,650.00	\$334.07	\$45,099.45	\$375.00	\$50,625.00
20	MANHOLE, TY. A, 4' DIA., TY. 1 F&CL, BOLT DOWN	10	EACH	\$4,000.00	\$40,000.00	\$5,949.58	\$59,495.80	\$4,750.00	\$47,500.00
21	MANHOLE, TY. A, 4' DIA., TY. 1 F&CL, BOLT DOWN W/INSIDE DROP	3	EACH	\$6,800.00	\$20,400.00	\$7,833.45	\$23,500.35	\$5,750.00	\$17,250.00
22	MANHOLE, TY. A, 5' DIA., TY. 1 F&CL, BOLT DOWN	2	EACH	\$6,000.00	\$12,000.00	\$9,338.88	\$18,677.76	\$9,500.00	\$19,000.00
23	MANHOLE, TY. A, 5' DIA., TY. 1 F&CL, BOLT DOWN W/INSIDE DROP	1	EACH	\$8,800.00	\$8,800.00	\$8,935.23	\$8,935.23	\$10,500.00	\$10,500.00
24	RECONNECT SANITARY SERVICE LATERAL, 6"	7	EACH	\$900.00	\$6,300.00	\$2,500.23	\$17,501.61	\$750.00	\$5,250.00
25	SANITARY SEWER SERVICE, 6"	70	L.F.	\$140.00	\$9,800.00	\$90.69	\$6,348.30	\$40.00	\$2,800.00
26	REMOVE MANHOLE, SANITARY	16	EACH	\$690.00	\$11,040.00	\$325.00	\$5,200.00	\$500.00	\$8,000.00
27	ABANDON & FILL PIPE	5	C.Y.	\$325.00	\$1,625.00	\$625.00	\$3,125.00	\$200.00	\$1,000.00
	<b>TOTAL</b>				<b>\$588,350.00</b>		<b>\$599,448.45</b>		<b>\$664,266.00</b>

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

**Langman Construction, Inc.**

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	988	UNIT	\$45.00	\$44,460.00		\$0.00		\$0.00
2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	980	UNIT	\$45.00	\$44,100.00		\$0.00		\$0.00
3	SEEDING, CLASS 3	1	L. SUM	\$5,000.00	\$5,000.00		\$0.00		\$0.00
4	EROSION CONTROL BLANKET	1	L. SUM	\$2,400.00	\$2,400.00		\$0.00		\$0.00
5	TURF REINFORCEMENT MAT	100	S.Y.	\$8.00	\$800.00		\$0.00		\$0.00
6	TEMPORARY EROSION CONTROL SEEDING	1	L. SUM	\$100.00	\$100.00		\$0.00		\$0.00
7	AGGREGATE SURFACE COURSE, TYPE A	47	TON	\$30.00	\$1,410.00		\$0.00		\$0.00
8	P.C.C. SIDEWALK, 6"	142	S.F.	\$8.00	\$1,136.00		\$0.00		\$0.00
9	P.C.C. DRIVEWAY PAVEMENT	194	S.Y.	\$75.00	\$14,550.00		\$0.00		\$0.00
10	HMA DRIVEWAY PAVEMENT	588	S.Y.	\$35.00	\$20,580.00		\$0.00		\$0.00
11	DRIVEWAY PAVEMENT REMOVAL	782	S.Y.	\$10.00	\$7,820.00		\$0.00		\$0.00
12	SIDEWALK REMOVAL	142	S.F.	\$2.00	\$284.00		\$0.00		\$0.00
13	CLASS B PATCH, 8"	175	S.Y.	\$100.00	\$17,500.00		\$0.00		\$0.00
14	TRAFFIC CONTROL COMPLETE	1	L. SUM	\$37,500.00	\$37,500.00		\$0.00		\$0.00
15	TRENCH BACKFILL (SANITARY)	620	C.Y.	\$40.00	\$24,800.00		\$0.00		\$0.00
16	SANITARY SEWER, DIP, P CL 350, 10"	2090	L.F.	\$130.00	\$271,700.00		\$0.00		\$0.00
17	SANITARY SEWER, DIP, P CL 350, 12"	811	L.F.	\$170.00	\$137,870.00		\$0.00		\$0.00
18	SANITARY SEWER, DIP, P CL 350, 12", IN CASING	135	L.F.	\$170.00	\$22,950.00		\$0.00		\$0.00
19	STEEL CASING PIPE, 24" DRILLED OR PUSHED	135	L.F.	\$230.00	\$31,050.00		\$0.00		\$0.00
20	MANHOLE, TY. A, 4' DIA., TY. 1 F&CL, BOLT DOWN	10	EACH	\$4,500.00	\$45,000.00		\$0.00		\$0.00
21	MANHOLE, TY. A, 4' DIA., TY. 1 F&CL, BOLT DOWN W/INSIDE DROP	3	EACH	\$6,000.00	\$18,000.00		\$0.00		\$0.00
22	MANHOLE, TY. A, 5' DIA., TY. 1 F&CL, BOLT DOWN	2	EACH	\$6,000.00	\$12,000.00		\$0.00		\$0.00
23	MANHOLE, TY. A, 5' DIA., TY. 1 F&CL, BOLT DOWN W.INSIDE DROP	1	EACH	\$7,500.00	\$7,500.00		\$0.00		\$0.00
24	RECONNECT SANITARY SERVICE LATERAL, 6"	7	EACH	\$500.00	\$3,500.00		\$0.00		\$0.00
25	SANITARY SEWER SERVICE, 6"	70	L.F.	\$50.00	\$3,500.00		\$0.00		\$0.00
26	REMOVE MANHOLE, SANITARY	16	EACH	\$100.00	\$1,600.00		\$0.00		\$0.00
27	ABANDON & FILL PIPE	5	C.Y.	\$390.00	\$1,950.00		\$0.00		\$0.00
	<b>TOTAL</b>				<b>\$779,060.00</b>		<b>\$0.00</b>		<b>\$0.00</b>



26TH AV

30TH ST

30TH ST

26TH AV CT

31ST ST

32ND ST

27TH AV

27TH AV

30TH ST CT

34TH ST

26TH AV

26TH AV A

38TH ST

26TH AV B

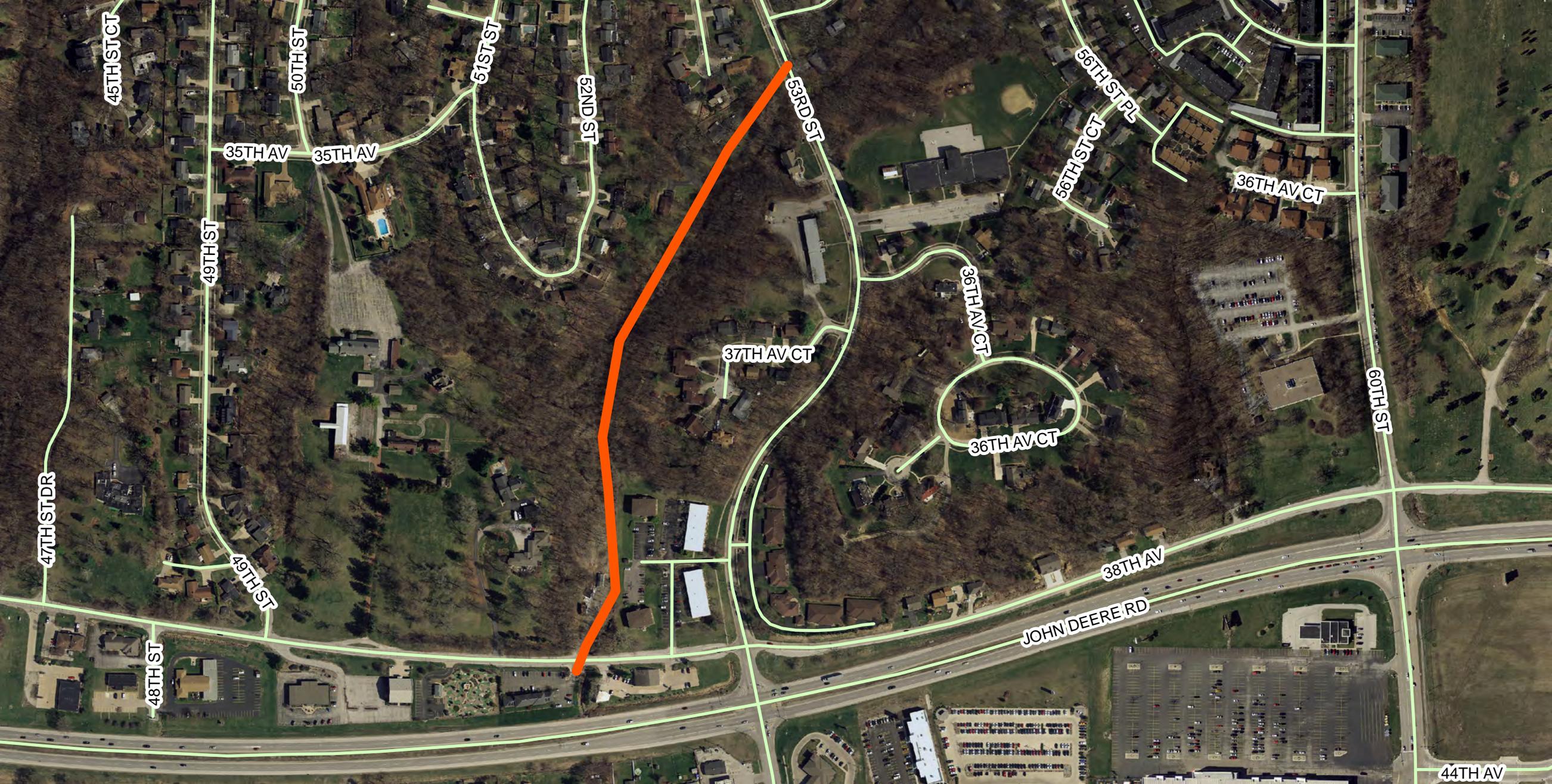
UNIVERSITY DR

35TH ST

36TH ST

174

174



45TH ST CT

50TH ST

51ST ST

52ND ST

53RD ST

55TH ST PL

56TH ST CT

35TH AV

35TH AV

36TH AV CT

49TH ST

37TH AV CT

36TH AV CT

36TH AV CT

60TH ST

47TH ST DR

48TH ST

49TH ST

38TH AV

JOHN DEERE RD

44TH AV

Council Bill/Resolution No. 1111-2015

Sponsor: \_\_\_\_\_

A RESOLUTION

AUTHORIZING approval of a Reconciliation Change Order with Walter D. Laud, Inc. for Project #1227, 34<sup>th</sup> Avenue Reconstruction, 56<sup>th</sup> Street Place to 60<sup>th</sup> Street, in the amount of \$103,378.37.

\_\_\_\_\_

WHEREAS, in order to make final payment to the contractor and close out this contract, a Reconciliation Change Order is needed in the amount of \$103,378.37; and

WHEREAS, said change order reflects the difference between the estimated bid quantities and final quantities actually constructed; and

WHEREAS, said change order increases the original contract value of \$489,228.75 by 21.1% to \$592,607.12.

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

That the City Council finds it in the best interest of the City of Moline, Illinois, to authorize approval of a Reconciliation Change Order with Walter D. Laud, Inc. for Project #1227, 34<sup>th</sup> Avenue Reconstruction, 56<sup>th</sup> Street Place to 60<sup>th</sup> Street, in the amount of \$103,378.37; provided, however, that said change order is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
October 6, 2015

Date

Passed: October 6, 2015

Approved: October 13, 2015

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

# CITY OF MOLINE

## CONTRACT CHANGE ORDER

Project No. : 1227

Description: 34th Avenue Reconstruction

Contractor : Walter D. Laud, Inc.

Date : 08/24/15

Change Order No. : 1 and FINAL

Sheet 1 of 1

WORK DAYS		CONTRACT	
Contract	60	Original Contract	\$489,228.75
Changes		Changes To-Date	\$103,378.37
Adjusted		Adjusted Contract	\$592,607.12
% Change			21.1%

*	Item	Description	Quantity	Unit	Price	Addition	Deduction
		<b>UTILITY</b>					
	1	TREE REMOVAL (6-15 UNITS)	-13.8	UNITS	\$20.00		(\$276.00)
	2	TREE REMOVAL (OVER 15 UNITS)	14.3	UNITS	\$40.00	\$572.00	
	5	GEOTECHNICAL FABRIC FOR GROUND STAB	240.1	SY	\$1.25	\$300.13	
	6	SEEDING, CLASS 1, COMPLETE	0	L.SUM	\$2,500.00		
	7	PIPE UNDERDRAIN COMPLETE, 4"	96.2	LF	\$8.00	\$769.60	
	8	AGGREGATE BASE COURSE, TYPE C, 6"	43.7	SY	\$9.50	\$415.15	
	9	TEMPORARY SURFACING	-100	SY	\$1.00		(\$100.00)
	10	PCC PAVEMENT, 8" W/INTEGRAL CURB	41.5	SY	\$49.00	\$2,033.50	
	11	DRIVEWAY PAVEMENT REMOVAL	31	SY	\$12.00	\$372.00	
	12	PCC DRIVEWAY PAVEMENT	40.5	SY	\$61.00	\$2,470.50	
	13	SIDEWALK REMOVAL	187.5	SF	\$1.00	\$187.50	
	14	PCC SIDEWALK 4"	490.3	SF	\$5.25	\$2,574.08	
	15	PCC SIDEWALK RAMP, 6"	127.5	SF	\$20.00	\$2,550.00	
	16	DETECTABLE WARNINGS	10.4	SF	\$50.00	\$520.00	
	17	PAVEMENT REMOVAL	-27.5	SY	\$10.25		(\$281.88)
	34	TRAFFIC CONTROL COMPLETE	0	L.SUM	\$5,000.00		
*	35	BREAKER RUN	3993.7	SY	\$24.25	\$96,847.23	
*	42	REWORK STORM MANHOLES AND INLETS	1	L.SUM	\$1,250.93	\$1,250.93	
		<b>WATER</b>					
	18	VALVE VAULT TO BE ADJUSTED	0	EA	\$300.00		
*	39	REPAIR WATER SERVICE @ 3343 56TH ST.	1	L.SUM	\$819.40	\$819.40	
		<b>WPC</b>					
	4	TRENCH BACKFILL (SANITARY)	15.8	CY	\$23.00	\$363.40	
	19	SANITARY SEWER, DIP, P CL 350, 8"	-75	LF	\$146.00		(\$10,950.00)
	20	SANITARY SEWER, DIP, P CL 350, 10"	-1.9	LF	\$149.00		(\$283.10)
	21	MH SANITARY, TYPE A 4' DIA. W/T1F, CLSD LD	0	EA	\$5,000.00		
	22	SANITARY SEWER SERVICE, 6"	-16	LF	\$60.00		(\$960.00)
	23	RECONNECT SANITARY SERVICE LATERAL, 6"	0	EA	\$2,000.00		
	24	REMOVE MANHOLE, SANITARY	0	EA	\$500.00		
*	38	CHARGE FOR RE-TV ON SANITARY PIPE	-1	L.SUM	\$100.00		(\$100.00)
*	40	REPAIR CASING PIPE AT 56TH ST PLACE, SAN	1	L.SUM	\$1,109.54	\$1,109.54	
*	41	INSTALL INSIDE DROP IN SAN. MANHOLE	1	L.SUM	\$1,303.40	\$1,303.40	

<b>STORM</b>						
3	TRENCH BACKFILL (STORM)	-54.2	CY	\$5.00		(\$271.00)
25	MH STORM, TYPE A 4' DIA. W/T1F, CLSD LD	0	EA	\$3,200.00		
26	MH STORM, TYPE A 5' DIA. W/T1F, CLSD LD	0	EA	\$3,400.00		
27	STORM SEWER, RCP, CL4,TY 1, 12"	-7.7	LF	\$40.00		(\$308.00)
28	STORM SEWER 12"	-2.5	LF	\$40.00		(\$100.00)
29	INLET SINGLE TO BE ADJUSTED	-4	EA	\$300.00		(\$1,200.00)
30	CATCH BASIN SINGLE	0	EA	\$3,100.00		
31	STORM WATER ALLEY CATCH BASIN	0	EA	\$3,100.00		
32	REMOVE INLETS	1	EA	\$250.00	\$250.00	
33	REMOVE STORM SEWER, 12"	0	LF	\$15.00		
*	36 REMOVE MANHOLE, STORM	1	EA	\$500.00	\$500.00	
*	37 INLET SNGL TO BE ADJ W/ NEW FRM & GRATE	4	EA	\$750.00	\$3,000.00	

* Denotes new item added to contract			Totals		\$118,208.35	(\$14,829.98)
Previous Changes =			Total Changes To-Date = \$103,378.37		Net Change	\$103,378.37

<b>REASON FOR CHANGE</b>	
1-34	Adjustments to final quantities are based off of final field measurements
*35	Road was in need of base repair
*36,37,42	Storm work deemed necessary in the field
*38, 40, 41	Field conditions changed
*39	Water Service was in bad condition in ROW

**CHANGE ORDER APPROVAL**

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

# BUDGET SUMMARY

Utility Tax Funds

Budget=  
As Bid=  
Change=  
Total=

Water Funds

Budget=  
As Bid=  
Change=  
Total=

WPC Funds

Budget=  
As Bid=  
Change=  
Total=

Storm Water Funds

Budget=  
As Bid=  
Change=  
Total=

Council Bill/Resolution No. 1112-2015

Sponsor: \_\_\_\_\_

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an Agreement for Professional Services between the City of Moline and Missman, Inc. for Motor Fuel Tax Section 15-00258-00-LS, Avenue of the Cities Streetscaping.

WHEREAS, a total of thirty-one right-of-way dedications, permanent easements, and temporary construction easements are required for Motor Fuel Tax Section 15-00258-00-LS; and

WHEREAS, the Illinois Department of Transportation (IDOT) requires property acquisition services to be provided by firms and individuals certified by IDOT; and

WHEREAS, since City staff is not IDOT certified, Missman, Inc. proposes to negotiate the right-of-way and easement acquisition with property owners for the not-to-exceed price of \$67,515.

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

That the Mayor and City Clerk are hereby authorized to execute an Agreement for Professional Services between the City of Moline and Missman, Inc. for Motor Fuel Tax Section 15-00258-00-LS, Avenue of the Cities Streetscaping; provided, however, that said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
October 6, 2015

Date

Passed: October 6, 2015

Approved: October 13, 2015

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney



## AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT is effective this \_\_\_\_ day of \_\_\_\_\_ in the year 2015 between Missman, Inc. an Iowa Corporation, hereinafter for convenience referred to as MISSMAN and the City of MOLINE hereinafter for convenience referred to as the CLIENT.

The Services provided under this agreement shall be referred to as: Land Acquisition Services –Avenue of the Cities - Streetscape

The Scope of Services to be provided under this agreement is as follows:

1. Prepare conveyance documents (21 parcel) to property owners using IL DOT LA templates and approved the City of Moline Attorney, and title commitments appraisals provided by City of Moline
2. Prepare initial contact letter to property owner with 10 day no contact notice, offer to purchase with 30 and 90 day notice, donation form, W9 form, copy of appraisal, and copy of conveyance documents
3. Contact property owner minimum of 3 times before forward file to City attorney for further legal processing
4. Prepare Tennant Agreements per IL DOT LA policies as required per parcel
5. Land Acquisition services to comply with IL DOT LA Policies and Procedures and the Relocation and Real Property Acquisition Policy and Procedures on 1970, as amended
6. Return signed conveyance documents to City for recording as determined by the City of Moline staff

The Scope of Services does not provide, but is not limited to, the following:

1. Negotiations or delays resulting from the owner's failure to secure right-of-entry for Missman to complete the work.
2. Preparation of zoning, permitting, vacation, exhibit, easement, or right-of-way plats or descriptions.
3. Title research or expert testimony.
4. Coordinating appraisal or title commitment services.
5. Recording documents fees.
6. Engineering service and/or coordination regarding Archaeological, Environmental or Historic issues, other than mentioned above.
7. Soils investigations, geotechnical or environmental reports or studies.
8. Major changes in the scope of the project, including preparation of more than one bid package (phase).
9. Meetings and public hearings beyond those specified above.
10. Construction Plans, Specifications, or observation services.

Items of work beyond the Scope of Services are considered Additional Services and will be charged at the standard hourly rates set forth in Attachment Exhibit "A" – Hourly Rates for Additional Services.

The Deliverables will generally consist of: Signed conveyance documents and IL DOT compliant files for each parcel

All reports and studies will be made available to the Client, IDOT, and other designated recipients in paper copy and electronic copy (AutoCAD dwg or Acrobat pdf) as directed.



The Schedule for these services is as follows: TO BE DETERMINED

Work will proceed as agreed upon herein, when the Client and Missman have executed this agreement.

The Estimated Fee for the above described services will be <sup>DB</sup> not exceed: \$67,515.00

Hourly, Lump Sum, Cost Plus (see item 22 in the General Conditions)

This Agreement, the attached General Terms and Conditions, Attachment Exhibit "A" (Hourly Rates for Additional Services) and all other Exhibits, if any, represent the entire and integrated Agreement between the CLIENT and MISSMAN and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and MISSMAN.

If you wish us to proceed on this project, please sign and return to us as soon as possible.

This proposal is valid until November 1, 2015.

Thank you for considering Missman for your professional services.

MISSMAN, INC.

CLIENT

*[Handwritten Signature]* 9/17/15  
Signature

\_\_\_\_\_  
Signature

*[Handwritten Signature]* 9/17/15  
Signature

\_\_\_\_\_  
Signature



## GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS:** The term Client shall be herein interpreted as the person(s), partnership, corporation or other entity, public or private, to which this contract is made. The term "Missman" represents Missman, Inc., an Iowa Corporation, providing the professional services.
2. **SCOPE OF SERVICES:** Services are limited to those specifically listed; they do not include others not set forth or not listed which are expressly excluded from the scope of Missman's services unless separately provided in writing, as agreed upon by both Missman and Client. Missman assumes no responsibility to perform or provide any services not specifically listed.
3. **CHANGED CONDITIONS:** This agreement is based on conditions actually known by or disclosed to Missman. If other conditions not originally known or disclosed become known or disclosed, Missman may require a renegotiation of appropriate portions of this Agreement (illustratively, scope of service or compensation).
4. **HAZARDOUS ENVIRONMENTAL CONDITIONS:** Unless expressly stated in writing, Missman does not provide assessments of the existence or presence of any hazardous or other environmental conditions or environmental contaminants or materials ("Hazardous Environmental Conditions"). Client shall inform Missman of any and all known Hazardous Environmental Conditions before services are provided involving or affecting them. If unknown Hazardous Environmental Conditions are encountered, Missman will notify the Client and, as appropriate, government officials of such conditions. Missman may, without liability or reduction or delay of compensation due, proceed to suspend services on the affected portion of the project until Client takes appropriate action to abate, remediate, or remove the Hazardous Environmental Condition. Missman shall not be considered an "arranger", "operator", "generator", "transporter", "owner", or "responsible party" of or with respect to contaminants, materials or substances. Missman shall assume no liability whatsoever for correction of any Hazardous Environmental Conditions; and shall be entitled to payment or reimbursement of expenses, costs or damages occasioned by undisclosed Hazardous Environmental Conditions.
5. **BURIED UTILITIES:** Client shall be responsible for designating the location of all utility lines and subterranean structures within the property lines of the Project. Client agrees to waive any claim against Missman and to defend, indemnify and hold Missman harmless for any claim or liability for injury or loss arising from Missman or other persons encountering utilities or other manmade objects that were not brought to Missman's attention or which were not properly located on the plans furnished to Missman. Client further agrees to compensate Missman for any and all time, costs and expenses incurred by Missman in defense of any such claim, in accordance with Missman's then effective standard hourly fee schedule and expense reimbursement policy.
6. **OPINIONS OF PROBABLE COST:** In providing opinions of probable cost, the Client understands that Missman has no control over contractor's costs or the price of contractor's labor, equipment or materials, or over the Contractor's method of pricing, all of which can be extremely volatile, and that the opinions of probable cost provided herein are to be made on the basis of Missman's qualifications and past experience. Missman makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.
7. **ACCEPTANCE PERIOD:** CADD files shall have an acceptance period of 90 days. During this time, the Client can examine the electronic files and verify their correctness. Missman will remedy any errors discovered in the files during this period. Once the acceptance period ends, the Client has accepted the files and takes responsibility for their ongoing maintenance.
8. **CONSTRUCTION SERVICES:** Should the Client provide construction observation or review with either the Client's representatives or a third party, Missman's services under this Agreement will be considered to be completed upon either (1) completion and submittal of the Final Design; or (2) the services outlined in the Scope of Work. It is understood and agreed that if Missman's services under this Agreement do not include project observation or review of the Contractor's performance or other construction services and that such services will be provided by the Client, then the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation or review. The Client specifically waives any and all claims of whatever kind or nature against Missman that may in any way be connected thereto.
9. **AUTHORITY AND RESPONSIBILITY:** Missman (1) does not in any manner guarantee the actual bids the Client will receive or the work of any contractor or subcontractor, (2) has no authority to stop work by any contractor or subcontractor, (3) has no supervision or control as to the work or persons doing the work, (4) does not have charge of the work, (5) is not responsible for safety in, on or about the job site and (6) does not have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids. Missman neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to finish and perform its work in accordance with the Contract Documents.
10. **FAST TRACK/DESIGN-BUILD AND CONSTRUCTION:** "Fast track" refers to Missman's design services which overlap the construction work and/or are out of sequence with the traditional project performance or delivery method. In consideration of the benefits to the Client of employing the "fast track" process and in recognition of the inherent risks of fast tracking to Missman which Client accepts, the Client waives any and all claims against Missman for design changes and modification of portions of the services already constructed due to the Client's decision to employ the fast track process. The Client further agrees to compensate Missman for all Additional Services required to modify, correct or adjust the Construction Documents and coordinate them in order to meet the Client's Project requirements because of the Client's knowing decision to construct the Project in a fast track manner.
11. **RIGHT OF ENTRY:** Client shall provide for Missman's right to enter property owned by Client and/or others in order for Missman to fulfill the scope of service for this Project. Client understands that use of exploration equipment such as soil testing may unavoidably cause damage, the costs associated therewith and correction of which is the responsibility of the Client and shall not be the responsibility of Missman.
12. **STANDARD OF PRACTICE:** Services performed by Missman under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this agreement or in any report, opinion, document or otherwise.
13. **INFORMATION PROVIDED BY OTHERS:** The Client shall furnish and grant permission to use, at the Client's expense, all information, requirements, reports, data, surveys and instructions as defined in the Scope of Services of this Agreement. Missman may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof without independent verifications or investigation. If the Client desires verification by Missman, the Client and Missman shall enter into a separate written agreement for providing such services.



14. **OWNERSHIP OF DRAWINGS AND ELECTRONIC INFORMATION:** Drawings, tracings, plats, specifications, CADD files, electronic information and other products produced by Missman may be used in connection with the Client's presently proposed project, but shall otherwise be Missman's property and their use for any other project is not authorized. The Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify Missman from and against all claims, liabilities, losses, damages, and costs, including, but not limited to, attorney's fees arising out of or in any way connected with modification, translation, misinterpretation, misuse or reuse by the Client or others of the machine readable information and data or other electronic data which may be provided by Missman under this Agreement. Contract Documents include both the sealed drawings and the electronic files. If there is a conflict between the two, the sealed drawings will control and govern.
15. **UNAUTHORIZED CHANGES:** In the event the Client, the Client's contractors, subcontractors, agents or anyone for whom the Client is responsible, either directly or indirectly, makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by Missman without obtaining Missman's prior written consent, the Client shall assume full responsibility for the results or consequences of such changes. Therefore, the Client waives any claim against Missman and releases Missman from any and all liability whatsoever or indirectly from such unapproved changes whether or not known by Missman.
16. **LIMITATION OF LIABILITY:** Any damage on account of professional errors, omissions or negligence will be limited to \$10,000.00 or the fee, whichever is less. In no event shall Missman be liable for incidental or consequential damages. This provision is separable from the remainder of this agreement to the extent consistent with law.
17. **AGREEMENT BY CLIENT NOT TO PURSUE COST OF CERTAIN CHANGE ORDERS:** Client recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the drawings, specifications and other design documentation furnished by Missman or in the other professional services performed or furnished by Missman under this Agreement ("Covered Change Orders"). Accordingly, Client agrees to budget a minimum of five percent (5%) of the total client's construction contractor's bid amount(s) for contingencies. Further, the Client agrees not to sue or to make any claims directly or indirectly against Missman on the basis of professional negligence breach of contract, or otherwise with respect to the costs of approved Covered Change Orders, unless the costs of such approved Covered Change Orders exceed fifteen percent (15%) of Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of Missman for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that Client would have incurred if the Covered Change Order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity or inconsistency in the Contract Documents and without any other error or omission of Missman related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Missman is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order. Wherever used in this paragraph, the term Missman includes Missman's officers, directors, members, partners, agents, employees and subconsultants. Client further agrees not to sue or to make any claim directly or indirectly against Missman with respect to any Covered Change Order not in excess of such percentage stated above, and Client agrees to hold Missman harmless from and against any suit or claim made by the Contractor relating to any such Covered Change Order.
18. **RISK ALLOCATION:** Missman's liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which liability may be found to rest upon Missman, other than for professional errors, omissions or negligence, will be limited to Missman's general liability insurance coverage of \$2,000,000.00.
19. **PURPORTED DEFECTS OR ERRORS IN SERVICE:** The Client shall immediately report to Missman any defects or suspected defects in Missman's services of which the Client becomes or should have become aware and allow Missman to take measures to minimize the consequences of such a defect or error. Failure by the Client to notify Missman shall relieve Missman of the costs of remedying the defects claimed above the sum such remedy would have cost had prompt notification been given when such defects were or should have been first discovered.
20. **INDEMNIFICATION:** The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Missman, its officers, directors, employees, agents and subconsultants from and against said damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with Missman's providing emergency services under this Agreement, excepting only those damages, liabilities or costs arising directly from the willful negligence or gross misconduct of Missman.
21. **TIME OF COMPLETION:** Missman will use its best efforts to complete the work by the date indicated in the schedule, but Missman shall incur no liability due to any delay for any reason and the Client's obligation to pay fees and expenses shall not be affected by any delay. In addition, if any delay increases the cost or time required by Missman to perform its services in an orderly, professional and efficient manner, Missman shall be entitled to a reasonable and equitable adjustment in schedule and/or compensation.
22. **COMPENSATION METHODS:** The "Lump Sum" method includes compensation for Missman's services and services of other's product and service provides outside Missman's employ, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead and profit and may or may not include Reimbursable Expenses. The "Standard Hourly Rate" method is an amount equal to the cumulative hours charged per each classification of employee, times a current Standard Hourly Rate, which shall be revised periodically, for each applicable billing classification for all services performed on a Specific Project, plus Reimbursable Expenses and outside Missman charges, if any. The "Payroll Cost Times Multiplier" method is an amount equal to the cumulative hours charged per each classification of employee, times a specified multiplier of the employee's payroll cost. The "Payroll Cost" is defined as the salary and wage of an employee, plus the cost of customary and statutory benefits including, but not necessarily limited to, social security contributions, unemployment, health, sick leave, vacation, workers' compensation, incentive and holiday pay applicable thereto. "Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work including, but not limited to, the following: transportation and subsistence, telephone and media expenses, reproduction or printing, computer time and services of others outside Missman's employ.
23. **TERMINATION:** This agreement may be terminated by either party on written notice to the other party. If terminated by either party, with or without cause, the Client agrees to pay for all services and reimburse all expenses performed or incurred due to the termination.



24. **PAYMENT:** Missman may bill for its services and expenses monthly, based on costs of services and expenses incurred or the proportion of the actual work completed at the time of billing. Payment of bills is due within fifteen (15) calendar days from the date billed. If not paid within 30 calendar days from the billing date, the Client agrees to additionally pay interest at the rate of one percent (1%) per month on the unpaid balance, or the maximum rate of interest permitted by law, whichever is less. Further, if not paid within 30 calendar days from the billing date, Missman reserves the right to suspend work on the project and bill for any cost of services and expenses incurred up to that date. The jurisdiction and venue for any and all claims for payment shall be the Circuit Court of Rock Island County, brought in Rock Island, Illinois.
25. **COLLECTION COSTS:** If the Client fails to make payments when due and Missman incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to Missman. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Missman staff costs at standard billing rates for Missman's collection costs shall survive the term of this Agreement or any earlier termination by either party.
26. **SET-OFFS, BACK-CHARGES, DISCOUNTS:** Payment of invoices shall not be subject to any discount or set-offs by the Client, unless agreed to in writing by Missman. As further noted in Paragraph 23, payment to Missman for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.
27. **DISPUTED INVOICE:** If the Client objects to any portion of an invoice, the Client shall so notify Missman writing within fifteen (15) calendar days of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute, and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due that cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) days in accordance with Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in favor of Missman and shall be calculated on the unpaid balance from the due date of the invoice.
28. **SUSPENSION AND/OR TERMINATION OF SERVICES:** If the Client fails to make payments when due, as further noted in Paragraph 24, or otherwise is in breach of this Agreement, Missman may suspend performance of services upon five (5) calendar day's written notice to the Client. Missman shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by a breach of the Agreement by the Client. Upon payment in full by the Client, Missman shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Missman to resume performance. If the Client fails to make payment to Missman in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by Missman.
29. **DISPUTE RESOLUTION:** Any claims or disputes made during design, construction or post-construction between the Client and Missman shall be submitted to non-binding mediation. The Client and Missman agree, to the best of their ability, to include a similar mediation agreement with all Contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.
30. **BINDING EFFECT:** This is the entire agreement. It may not be amended except in writing executed by both the Client and Missman. It shall be binding on both the Client and Missman and their legal representatives, executors, administrators, successors and assigns.
31. **BOUNDARY CONFLICT:** Boundary determinations occasionally disclose unseen or unknown conflicts between the record documents and the location of physical improvements. Upon discovery of any latent or patent ambiguity, uncertainty, or dispute disclosed by the records or by placement of the boundaries on the ground, work on the boundary survey will be suspended and you will be immediately notified. Missman will present alternatives for possible resolution and any additional work required to achieve resolution will be negotiated. If you should choose to forego resolution, all work completed to date will be invoiced for payment and the project file will be archived by Missman for future resolution. If you choose resolution, Missman will act as your mediator, consultant and expert until satisfactory resolution is achieved. Upon resolution, this initial agreement will be reinstated and completed in accordance with its initial terms subject to potential interim rate increases.



**ATTACHMENT**  
**EXHIBIT A – HOURLY RATES FOR ADDITIONAL SERVICES**

**ADDITIONAL SERVICES:** Additional Services will be charged at the standard hourly rates shown below. Work on items considered Additional Services would not be undertaken until the Client provides written authorization.

<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	\$115.00
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 and per diem in excess of 50 miles from the office servicing the project will result in additional charges.*

Council Bill/Resolution No. 1113-2015

Sponsor: \_\_\_\_\_

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an Agreement for Professional Services between the City of Moline and Oakwood Appraisal Company for Motor Fuel Tax Section 15-00258-00-LS, Avenue of the Cities Streetscaping.

WHEREAS, a total of thirty-one right-of-way dedications, permanent easements, and temporary construction easements are required for Motor Fuel Tax Section 15-00258-00-LS; and

WHEREAS, the Illinois Department of Transportation (IDOT) requires property acquisition services to be provided by firms and individuals certified by IDOT; and

WHEREAS, since City staff is not IDOT certified, Oakwood Appraisal Company proposes to provide appraisal and appraisal review services for \$36,500.00.

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

That the Mayor and City Clerk are hereby authorized to execute an Agreement for Professional Services between the City of Moline and Oakwood Appraisal Company for Motor Fuel Tax Section 15-00258-00-LS, Avenue of the Cities Streetscaping; provided, however, that said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
October 6, 2015

Date

Passed: October 6, 2015

Approved: October 13, 2015

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

OAKWOOD APPRAISAL CO.

826 16<sup>th</sup> Avenue  
East Moline, IL 61244-2124  
Phone: 309-755-5050  
Fax: 309-794-0610  
www.oakwoodco.com

September 17, 2015

To: Mr. Michael Kurek, Design Engineer  
City of Moline, Illinois  
3635 4<sup>th</sup> Avenue  
Moline, IL 61265

RE: Request for Quotation  
Appraisals and Review Appraisals for Avenue of the Cities between "Street-Scaping"  
from 34<sup>th</sup> to 41<sup>st</sup> Streets

Dear Mr. Kurek:

I am responding to your request for a quotation of appraisal fees for 21 parcels from which will be acquired either additional right of way by fee taking, a permanent easement, and or temporary easements. Jeffrey A. Behrens, MAI will supply appraisals and Martin E. Corey, MAI, SRA, will do review appraisals. These appraisals and reviews will be in reports that meet State of Illinois Department of Transportation Land Acquisition Policies and Procedures.

We will require up to eight weeks to complete all the assignments, once they are ordered.

Appraisal Fees

Five Parcels with Fee Taking and Temporary Easement	5	x	\$1,400 =	\$7,000
Five Parcels with Permanent and Temporary Easement	5	x	\$1,400 =	\$7,000
Eleven Parcels with Temporary Easement	11	x	\$1,000 =	\$11,000
Total Appraisal Fee:	21			\$25,000

Review Appraisal Fees

Five Parcels with Fee Taking and Temporary Easement	5	x	\$600 =	\$3,000
Five Parcels with Permanent and Temporary Easement	5	x	\$600 =	\$3,000
Eleven Parcels with Temporary Easement	11	x	\$500 =	\$5,500
Total Review Appraisal Fee:	21			\$11,500

**Total of Appraisal and Review Appraisal Fees: \$36,500**



Martin E. Corey, MAI, SRA  
President of Oakwood Appraisal Co.  
FEIN: 36-2990708  
Date: September 17, 2015

Accepted by: \_\_\_\_\_

Date:

Council Bill/Resolution No. 1114-2015

Sponsor: \_\_\_\_\_

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an Agreement for Professional Services between the City of Moline and EnviroNET, Inc. for Motor Fuel Tax Section 15-00258-00-LS, Avenue of the Cities Streetscaping.

WHEREAS, environmentally contaminated soils are known to exist within the Avenue of the Cities Streetscaping project limits; and

WHEREAS, a Preliminary Environmental Site Assessment (PESA) is necessary to determine the probable extent of the contamination; and

WHEREAS, EnviroNET, Inc. proposes to perform the PESA for the lump sum price of \$2,500.

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

That the Mayor and City Clerk are hereby authorized to execute an Agreement for Professional Services between the City of Moline and EnviroNET, Inc. for Motor Fuel Tax Section 15-00258-00-LS, Avenue of the Cities Streetscaping; provided, however, that said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
October 6, 2015

Date

Passed: October 6, 2015

Approved: October 13, 2015

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney



**EnviroNET, Inc.**  
**Professional Environmental Services**  
**1225 East River Drive, Suite 130**  
**Davenport, IA 52803**

**DBE/WBE Certified**  
Phone: 563-323-2262  
[www.environetmidwest.com](http://www.environetmidwest.com)

August 27, 2015

City of Moline  
Engineering Division  
3635 4<sup>th</sup> Avenue  
Moline, IL 61265

**ATTN: SCOTT HINTON, P.E., CITY ENGINEER**

**SUBJECT: CONTRACT FOR PROFESSIONAL ENVIRONMENTAL SERVICES  
DOT ENVIRONMENTAL SCOPE OF WORK:  
PRELIMINARY ENVIRONMENTAL SITE ASSESSMENT (PESA)  
APPROXIMATELY 1.92 ACRES OF PROPOSED EASEMENTS/ R.O.W.  
AVENUE OF THE CITIES FROM 34<sup>TH</sup> STREET TO 41<sup>ST</sup> STREET  
(APPROXIMATELY 2,500 LINEAR FEET), MOLINE, ILLINOIS**

Dear Mr. Hinton:

EnviroNET, Inc. (EnviroNET) is pleased to provide this Proposal / Contract for Professional Environmental Services for the City of Moline (CLIENT) for the above streetscape project. We are in receipt of design Sheets 12-14 (dated 6/1/15) that define the proposed extents of easements and right-of-way (ROW) for the Subject Property between 34<sup>th</sup> and 41<sup>st</sup> Street in Moline. We are also in receipt of a list of property owners (dated 8/3/15) depicting addresses and parcels involved, and whether a ROW, permanent easement, or temporary easement applies.

One copy of a signed contract, when provided to EnviroNET, will serve as authorization to proceed with the scope of services identified below.

### **PROJECT UNDERSTANDING AND SCOPE OF SERVICES**

The proposed streetscape project was designed by (and the bids will be let by) the City of Moline (City). U.S. Department of Transportation (USDOT) funding is involved. USDOT-funded projects located in Illinois are administered by the Illinois Department of Transportation (IDOT). EnviroNET understands IDOT has completed biological and cultural resources components of environmental assessment. Because no land is to be taken in the name of the State / IDOT, the Preliminary Environmental Site Assessment (PESA) report regarding potential special waste hazards along the project site is the responsibility of the City. The City desires EnviroNET to complete the PESA in accordance with ASTM Standard E 1527-13 and DOT guidance manuals.

Preliminary review of IDOT's Bureau of Design and Environment (BDE) Manual, Chapter 20 *Special Environmental Studies* suggests a "Moderate Risk" or "High Risk" PESA finding is likely for the project site. Avoidance of sites potentially impacted with regulated substances will be considered by the City; if the City determines one or more of these sites cannot be avoided, a Preliminary Site Investigation (PSI) will be required. A cost estimate to complete a PSI and subsequent remediation will be provided under separate cover.

## **BASIC SERVICES**

Upon acceptance of this Proposal, Enviro**NET** will perform the following Basic Services:

1. Perform a Preliminary Environmental Site Assessment (PESA) of the proposed ROW and easement areas, as identified on design sheets provided by the City. The PESA will be completed in accordance with requirements of ASTM E 1527-13 (Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessments Process) and with requirements of IDOT's Manual for Conducting PESAs for IDOT Infrastructure Projects. Research associated with this process includes review of existing environmental documentation, interviews with available knowledgeable parties specific to current and historical use of properties, interview local government officials, and other information as may be available. The previous land use will be researched dating back to the 1940's, or earlier, using local historical references.
2. Prepare and provide an electronic copy of the PESA report which presents discussions of site observations, historical summaries, site maps, photographic documentation, professional opinions, and a risk finding as defined in the BDE Manual (20-12.03(c)). If research materials in any category are deficient or if data is not reasonably accessible, the "data gaps" will be enumerated and discussed in accordance with ASTM E 1527-13 requirements. One hard copy version of the report can be provided by request.

## **LIMITATIONS**

The proposed environmental assessment, as described above, does not include:

- Collection or analysis of soil, groundwater, asbestos, radon, or any other environmental samples;
- Identification or location of utilities;
- Detailed discussion of site geology or hydrogeology;
- Geophysical or geotechnical testing;
- Review of insurance coverage or claims history of the Property;
- Review of the "toxic tort" or environmental litigation history of the Property;
- Determination of boundaries for jurisdictional wetlands, survey on-site wetlands or naturally occurring toxic and biological pathogen materials;
- Determination of potential project impacts related to endangered species or archeology;
- Evaluation and research of historical preservation information or heritage resources documentation;

- Detailed evaluation of environmental site conditions that do not violate present regulatory standards;
- A Freedom of Information Act (FOIA) file review of operational activities or records associated with CAA, SDWA, RCRA, SARA Title III or other reporting requirements including compliance with municipal ordinances;
- Vapor Intrusion or Soil Gas Testing; or
- Environmental lien search or title review.

The intent of this PESA is not to identify environmental violations, only to identify potential environmental concerns that may impact the soil or groundwater at the Subject Property, or the environmental liability associated with property development.

The CLIENT recognizes that both insurance and legal issues are outside EnviroNET's areas of expertise. The ASTM Standard is a due diligence tool designed to identify significant environmental concerns and recognized environmental conditions using historical documentation and the interview process. The CLIENT understands that potential liabilities that are not documented or associated with previous land use may not be disclosed by the PESA process. Failure to discover such liabilities through a reasonable and mutually agreed upon scope of services would not guarantee the absence of such liabilities, but only that none were found as a result of EnviroNET's investigation.

### **RESPONSIBILITIES OF THE CLIENT**

1. The CLIENT shall provide full information regarding its requirements for the Project, including whether Limitations meet expectations.
2. The CLIENT shall provide a legal description or parcel number of the Property prior to the performance of the work, or otherwise define the property boundaries of the Subject Property.
3. The CLIENT shall designate a representative authorized to act on its behalf with respect to the Project. All communication and authorization shall be by or through such representative. The CLIENT shall examine documents submitted by EnviroNET and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of EnviroNET's services.
4. The CLIENT shall provide EnviroNET all existing data pertinent to the Project, including reports, permits, correspondence, notices, mapping, previous related environmental studies (if available), and other Project-related information.
5. The services, information and reports stated above shall be furnished at the CLIENT's expense and EnviroNET shall be entitled to rely upon the accuracy and completeness thereof.
6. The CLIENT shall furnish all required information as expeditiously as necessary for the orderly progress of EnviroNET's services.

7. If the CLIENT becomes aware of any fault or defect in EnviroNET 's services or non-conformance with the agreed-to scope of services, the CLIENT shall give prompt written notice thereof to EnviroNET.
8. The CLIENT shall provide access and agreements as necessary to enter upon private, public lands and structures as required for the performance of the services of EnviroNET. If access to all areas cannot be obtained during the site visit, this will be reflected in the report.
9. The CLIENT will provide contact information for the current owners associated with the project site.
10. The CLIENT agrees to provide a search for environmental cleanup liens for the Subject Property, or delegate EnviroNET to conduct a search on the CLIENT's behalf (for an additional fee). An environmental lien search is a required component of an ASTM-compliant ESA.

### **SCHEDULE**

EnviroNET will begin work upon receipt of written authorization to proceed. EnviroNET will provide a final report to the CLIENT three (3) weeks of receiving authorization to proceed.

### **QUALIFICATIONS**

EnviroNET personnel assigned to this project meet or exceed the ASTM requirements for Environmental Professional (EP) as defined by 40 CFR Part 312. If additional services are requested, personnel holding appropriate license(s) will be utilized, if necessary. Qualifications of key environmental professionals will be included with the project report(s).

### **COMPENSATION AND PAYMENT**

1. For Basic Services 1 & 2 above, EnviroNET shall be compensated TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (**\$2,500.00**) on a lump sum / not to exceed basis.
2. Payment for EnviroNET 's services shall be made within 30 days of the date of Invoice, *and* shall not be contingent upon receipt by the CLIENT of any reimbursement funds from federal, state or local authorities, firms or individuals.
3. For Additional Services, EnviroNET and the CLIENT will negotiate a scope and fee prior to the performance of any additional work by EnviroNET.
4. Prices and schedule in this proposal are firm for 60 days, unless otherwise agreed upon by the parties involved.

We are ready to go to work for you. Please sign your acceptance in the space provided below and return one (1) copy to us for our files. This will serve as our contract for services and authorization to proceed.

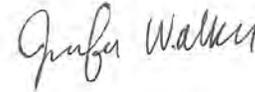
**ENVIRONET, INC.**



Molly Arp Newell, CHMM, PG  
President



**ENVIRONET, INC.**



Jennifer Walker, EP  
Environmental Manager

ACCEPTED:

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_ Date

\_\_\_\_\_  
(Print)

CLIENT contact information: Mike Kurek  
(309) 524-2354  
[mkurek@moline.il.us](mailto:mkurek@moline.il.us)

Attachment:  
Questionnaire to be completed by the City

In order to qualify for one of the Landowner Liability Protections offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001 (Brownfield Amendments), the *user* must provide the following information (if available) to the environmental professional. Failure to provide this information could result in a determination that “all Appropriate inquiry” is not complete.

1. Are you aware of any *Activity Use Limitations*, such as engineering controls, land use restrictions or institutional controls that are in place at the site and/or have been filed or recorded in a registry under federal, tribal, state or local law?

\_\_\_ - Yes                      \_\_\_ - No

2. A search for environmental liens is required under the AAI Standard, and should be contracted to a responsible party if not already done. Enviro**NET** will conduct this search, if authorized. Has the owner/ seller or purchaser performed a search for environmental liens?

\_\_\_ - Yes                      \_\_\_ - No

3. As the *user* of the ESA report, do you have any *specialized knowledge* or experience related to the property or nearby properties, for example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?

\_\_\_ - Yes                      \_\_\_ - No

4. Are you aware of commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases? For example, as user,

a) Do you know the past uses of the property?                      \_\_\_ - Yes                      \_\_\_ - No

b) Do you know of specific chemicals that are present or once were present at the property?                      \_\_\_ - Yes                      \_\_\_ - No

c) Do you know of spills or other chemical releases that have taken place at the property?                      \_\_\_ - Yes                      \_\_\_ - No

d) Do you know of any environmental cleanups that have taken place at the property?                      \_\_\_ - Yes                      \_\_\_ - No

5. Does the purchase price being paid for this property reasonably reflect the *fair market value* of the property?

\_\_\_ - Yes                      \_\_\_ - No

a) If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the property?                      \_\_\_ - Yes                      \_\_\_ - No

6. As the user of the ESA report, based on our knowledge and experience related to the property, are there any obvious indicators that point to the presence or likely presence of contamination at the property?                      \_\_\_ - Yes                      \_\_\_ - No

Signature of User: \_\_\_\_\_ Print Name \_\_\_\_\_ Date: \_\_\_\_\_

Council Bill/Resolution No. 1115-2015  
Sponsor: \_\_\_\_\_

A RESOLUTION

AUTHORIZING the Chief of Police/Public Safety Director to execute a cooperative agreement with Eastern Iowa Community Colleges to allow the Moline Fire Department to provide clinical/field experience to students participating in Basic or Advanced Emergency Medical Education.

\_\_\_\_\_

WHEREAS, the Moline Fire Department and Eastern Iowa Community Colleges wish to execute an agreement allowing the Moline Fire Department to provide clinical and field experience for selected student learning; and

WHEREAS, the purpose of this training is to provide educational opportunities for students with a desire to enter the field of pre-hospital emergency care; and

WHEREAS, per the agreement, the Moline Fire Department and Eastern Iowa Community Colleges agree to conduct the instruction and training in accord with the Iowa EMT/Paramedic Law and Advanced Emergency Medical Care Rules (Title XXV-Chapter 132).

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

That the Chief of Police/Public Safety Director is hereby authorized to execute a cooperative agreement with Eastern Iowa Community Colleges to allow the Moline Fire Department to provide clinical/field experience to students participating in Basic or Advanced Emergency Medical Education; provided, however, that said agreement is in substantially similar form and content to that attached hereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

October 6, 2015  
\_\_\_\_\_  
Date

Passed: October 6, 2015

Approved: October 13, 2015

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

**EMERGENCY MEDICAL SERVICES AFFILIATION AGREEMENT**

between

**Eastern Iowa Community Colleges**

and

**Moline Fire Department**

**1630 8<sup>th</sup> Avenue**

**Moline, Illinois 61265**

**Purpose:**

This is an agreement between the Eastern Iowa Community Colleges, Merged Area IX, an Iowa community college district offering emergency medical training, and a cooperating agency providing clinical/field experience for selected student learning.

The basic intent of this agreement is to establish cooperative relationships and to outline the responsibilities of the two parties as they contribute in the learning process of the students participating in Basic or Advanced Emergency Medical Education.

The purpose of the training is to provide educational opportunities for individuals with a desire to enter the field of pre-hospital emergency care. Both parties to this agreement will conduct educational experiences in accord with the Iowa EMT/Paramedic Law and/or Advanced Emergency Medical Care Rules (Title XXV-Chapter 132).

Eastern Iowa Community Colleges, Merged Area IX, will be the responsible training institution as outlined in the rules. As a part of the Eastern Iowa Community Colleges Emergency Medical Services training program, students will be required to complete the courses as outlined in the appropriate National or Iowa standards. Upon successful completion of the training program, students will be eligible to take the appropriate licensure examination. In addition, please note the "Cooperating Agency" is the designated clinical/field agency this agreement pertains to herein.

**A. Eastern Iowa Community Colleges agree:**

1. To provide appropriate classroom instruction presented as a series of courses, which will include didactic and practical (lab) experiences.
2. To develop and present courses according to the United States Department of Transportation EMS National Standard Curriculum and/or Iowa training program guidelines with the cooperation of an advisory committee and medical director.
3. To develop written guidelines delineating the requirements necessary for successful course completion; counseling students regarding these requirements as needed, and evaluating student performance.
4. To record and maintain individual student records.
5. To provide a course coordinator/lead instructor/EMS Faculty who will coordinate classroom and clinical instruction. The schedule for clinical/field experience will be a combined effort between EMS Faculty/student/and a representative of the Cooperating Agency.
6. That the Cooperating Agency may refuse to accept or may request from the college that a student be withdrawn from the clinical/field agency whose performance, conduct, or behavior may be detrimental to the health and well-being of the care provided by the Cooperating Agency.
7. To furnish coverage for basic/advanced level emergency medical services students in the form of IMPACC (Insurance Management Program for Area Community Colleges), Student Professional Liability with a minimum of \$1,000,000 per occurrence.

**Emergency Medical Services Affiliation Agreement – Page 2**  
**Moline Fire Department**

8. The students and EMS faculty will adhere to the policies and procedures as defined by the Cooperating Agency's Rules and Regulations in the EMS Student Handbook.
9. To provide documentation & validation in student file verifying that the student received initial training in HIPAA (Health Insurance Portability and Accountability Act) regulations regarding integrity, confidentiality, & security of protected health information, and reinforced with clinical/field agency. HIPAA is the responsibility of the training program & clinical/field agency.
10. To maintain a student file with evidence of HBV immunization (or waiver of such) and tuberculosis screening. The college will assure that all students have been given the opportunity for the HBV immunization and proper documentation of HBV immunization or waiver and TB screening has occurred.
11. To provide students with training in OSHA bloodborne pathogen standards, tuberculosis, universal precautions, and the college exposure plan with follow-up protocols.
12. To maintain written verification of all EMS program training and paperwork in the student's file, including clinical and field experiences.

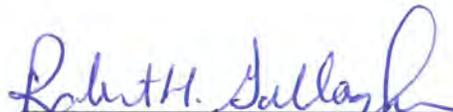
**B. The Cooperating Agency agrees:**

1. To designate a Cooperating Agency representative who will coordinate with the EICC EMS Course Coordinator/EMS Faculty in scheduling in-hospital and/or field experience. The designated supervisor(s) will be responsible for the conduct of this in-hospital/field training.
2. To make clinical/field experiences available for student learning in the areas required by the Iowa Department of Public Health, Emergency Medical Services Division in which applicable skills may be observed/performed (at the discretion of the department supervisor/preceptor).
3. To accept the students for learning without regard to race, color, creed, sex, marital status or age.
4. To contribute towards the promoting of a democratic atmosphere and one which is conducive to learning.
5. In the event a student is refused clinical experience by the Cooperating Agency or the student is asked to be withdrawn from the Cooperating Agency's facilities, the Cooperating Agency needs to notify the EICC EMS Program Director immediately by phone, then provide to the College District a written statement outlining the reasons for the dismissal.
6. To retain ultimate responsibility and accountability for patient care in cooperation with the EICC EMS Program Faculty.

**C. Eastern Iowa Community Colleges and the Cooperating Agency agrees:**

1. That this agreement will be reviewed annually. The term of this agreement shall begin July 1, 2015 and terminate on June 30, 2016.
2. That if either party wishes to withdraw from this agreement, that party shall give written notice at least 90 days in advance. The termination of this agreement shall not take place prior to the completion of EMS courses covered by this agreement which have been started or advertised for public enrollment, provided minimum enrollment requirements are met.
3. That a Nationally Registered Paramedic/Illinois Paramedic/Iowa Paramedic Specialist/Iowa Registered Nurse is required to precept students. This requirement is subject to change, and or any other logistical occurrence set forth by the District Chief/ Specialty Department RN/Supervisor-EMS Provider. (If there is no paramedic preceptor or RN available, the clinical/field experience will not be awarded for that shift/day.

\_\_\_\_\_  
Representative Date  
Moline Fire Department

  
Robert H. Gallagher, President Date  
EICC Board of Trustees 8-17-15

 EASTERN IOWA COMMUNITY COLLEGES  
CLINTON ♦ MUSCATINE ♦ SCOTT

August 4, 2015

Todd Allen, Deputy Fire Chief  
City of Moline  
1630 8<sup>th</sup> Avenue  
Moline, Illinois 61265

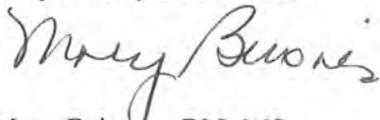
Dear Chief Allen:

Enclosed is an Affiliation Agreement for authorization between Eastern Iowa Community Colleges for the EMS Students, and the Moline Fire Department. Please review the document, and if this meets with your approval, please authorize both agreements, retain one original for your records, and return one signed original to me. This will be the process every fiscal year to renew the affiliation agreements.

Your promptness and consideration to this matter is greatly appreciated. Eastern Iowa Community Colleges and the School of EMS would like to extend our appreciation to you, and the Moline Fire Department for all the hard work, support, and professionalism in seeking educational opportunities for our EMS students. Thank you for your commitment to EMS education and the future EMTs of our communities. We appreciate the positive educational experiences for our students and the cohesive working relationship between both organizations.

Please feel free to call me at EICC EMS Department with any questions or concerns.  
Thank you again, Chief.

Respectfully Submitted,



Mary Briones, RN, MS  
Director Health Occupations/EMS Program Director  
Eastern Iowa Community Colleges  
306 West River Drive  
Davenport, Iowa 52801  
563-336-3447  
[mbriones@eicc.edu](mailto:mbriones@eicc.edu)

MIDWEST CENTER FOR  
PUBLIC SAFETY TRAINING  
8228 North Fairmount Street  
Davenport IA 52806  
563-336-3387 ♦ FAX 563-336-3451

CONTINUING EDUCATION  
306 West River Drive  
Davenport, IA 52801-1221  
563-336-3444 ♦ FAX 563-336-3451  
Toll-free 1-888-336-3907 ♦ [www.eicc.edu](http://www.eicc.edu)

WEST DAVENPORT CENTER  
2950 North Fairmount Street  
Davenport, IA 52804  
563-326-5319 ♦ FAX 563-326-6039

Council Bill/Resolution No. 1116-2015

Sponsor: \_\_\_\_\_

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a Law Enforcement Services Agreement between the City of Moline and AlliedBarton Security Services LLC, setting forth the terms for assignment of uniformed police officers to the SouthPark Mall complex for the period of January 1, 2016 through December 31, 2016.

WHEREAS, in 1996, the police department obtained a federal grant to assign three police officers to work in SouthPark Mall on a full-time basis through March 1999; and

WHEREAS, in recognition of the success of this program, the City and mall representatives have annually proposed an agreement for the continued funding of the program; and

WHEREAS, in part, the proposed agreement provides a schedule of hours each day that a police officer will be present in the Mall, and for AlliedBarton Security Services to reimburse the City the sum of \$127,000; and

WHEREAS, staffing of the schedule will be accomplished by allocating hours and days off among the three officers assigned to the program.

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

That the Mayor and City Clerk are hereby authorized to execute a Law Enforcement Services Agreement between the City of Moline and AlliedBarton Security Services LLC, setting forth the terms for assignment of uniformed police officers to the SouthPark Mall complex for the period of January 1, 2016 through December 31, 2016; provided, however, that said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor  
October 6, 2015  
\_\_\_\_\_  
Date

Passed: October 6, 2015

Approved: October 13, 2015

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

## LAW ENFORCEMENT SERVICES AGREEMENT

This Law Enforcement Services Agreement (referred to herein as the "Agreement"), is made as of this 14th day of September, 2016, by and between AlliedBarton Security Services LLC (referred to herein as "AlliedBarton"), and City of Moline, Illinois (referred to herein as "Agency"), based upon the following facts and circumstances.

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

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

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

2. **Term.** The term of this Agreement shall commence on January 1, 2016, and shall expire on December 31, 2016, unless sooner terminated as provided for herein. Either party may terminate this Agreement at any time and without cause upon ninety (90) days prior written notice unless the Center is sold to a third party or the Center replaces AlliedBarton as its security officer service provider at which time notice shall be given as soon as practicable. Agency may, at its discretion, cancel any or all contracted Law Enforcement Services at any time due to unavailability of Officers or emergencies.

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

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

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

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

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

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

With a copy to City Attorney

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

6. **Miscellaneous.**

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

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

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

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

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

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

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

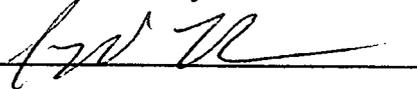
G. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by both parties.

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

AlliedBarton Security Services LLC

City of Moline, Illinois

By



By

\_\_\_\_\_  
Mayor

Title: National Accounts Portfolio Manager

*Joseph Nacco*

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

Exhibit A

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

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

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

Council Bill/Resolution No. 1117-2015

Sponsor: \_\_\_\_\_

A RESOLUTION

AUTHORIZING the Utilities General Manager to approve Change Order #3 to the Contract with Williams Brothers Construction, Inc., for the North Slope Wastewater Plant Improvements Project, in the amount of \$234,850.

\_\_\_\_\_

WHEREAS, Change Order #3 consists of six individual changes to the current construction contract documents addressing field conditions encountered during construction or enhancing the efficiency, functionality or longevity of the completed North Slope Wastewater Plant Improvements Project; and

WHEREAS, Change Order #3 provides Williams Brothers Construction, Inc., with twenty additional calendar days to complete the contract work.

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

That the Utilities General Manager is hereby authorized to approve Change Order #3 to the Contract with Williams Brothers Construction, Inc., for the North Slope Wastewater Plant Improvements Project, in the amount of \$234,850; provided, however, that said Agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

October 6, 2015

\_\_\_\_\_  
Date

Passed: October 6, 2015

Approved: October 13, 2015

Attest: \_\_\_\_\_

City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

# DRAFT

September 4, 2015

## CHANGE ORDER NO. 3

PROJECT: North Slope WWTP Improvements  
OWNER: City of Moline  
CONTRACT: 1-2014  
CONTRACTOR: Williams Brothers Construction, Inc. (WBCI)

### Description of Change

3a	Change the 60-inch SAN from reinforced concrete pipe to ductile iron pipe, adjust the location of the 60-inch SAN, delete MH 4-03, add seven drilled shaft pipe supports, and modify reinforcing in drilled shafts 10-166 through 10-171 according to Cost Proposal Request (CPR) 005R issued on June 9, 2015.	ADD	\$165,457
3b	Delete the server, keyboard, and monitor specified for access control as proposed in the April 28, 2015, letter from Tyco.	DEDUCT	(\$3,092)
3c	Provide pipe lining for the existing 3-inch drain in Structure 70 according to CPR 009 item 009-2, issued on July 10, 2015, and provide pipe leak testing.	ADD	\$6,164
3d	Provide SlipNOT® finish on the aluminum floor plank at Structure 10 according to CPR 010 issued on July 22, 2015.	ADD	\$5,220
3e	Provide and install reinforcing in channel fillets in Structure 10 according to Work Change Directive 004 and WBCI proposal dated August 12, 2015.	ADD	\$1,101
3f	Increase the allowance for Geotechnical Field Services in Specification Section 02222 from \$125,000 to \$185,000 according to the Terracon proposal dated September 1, 2015.	ADD	\$60,000
TOTAL VALUE OF THIS CHANGE ORDER:		ADD	\$234,850

### Contract Price Adjustment

Original Contract Price	\$37,082,000
Previous Change Order Adjustments	\$436,017
Adjustment in Contract Price this Change Order	\$234,850
Current Contract Price including this Change Order	\$37,752,867





**WILLIAMS  
BROTHERS**  
CONSTRUCTION, INC

**Item 3a**

**Contractor's / Subcontractor's  
Proposal Breakdown Summary**

Date: 08/26/15

RFP No.

5R

**Engineer:**

Strand Associates, Inc.  
910 West Wingra Drive  
Madison, WI 53715

**OWNER:** City of Moline

**PROJECT:** North Slope WWTP Improvements

**WBCI Project # 478**

**I DESCRIPTION OF CHANGE:**  
Influent Line Revisions

**II SUMMARY OF DETAILED BREAKDOWN**

	Additions	Deletions	Net Total
A. MATERIAL-	\$10,868.00	\$0.00	\$10,868.00
B. LABOR-	\$10,792.00	\$0.00	\$10,792.00
C. EQUIPMENT	\$16,500.00	\$0.00	\$16,500.00
D. OTHER COSTS			
1. SAFETY		(1% of LABOR) - Deletion -0-	\$107.92
2. EXPENDABLE TOOLS		(2.5% of LABOR) - Deletion -0-	\$269.80
E. NET TOTAL		(A+B+C)	\$38,160.00
F. OVERHEAD AND PROFIT		(E x 15%) - Deletion -0-	\$5,724.00
G. TOTAL WORK PERFORMED BY CONTRACTOR		(Lines E+F+D1+D2)	\$44,261.72

**III CONTRACTOR'S MARK-UP ON WORK OF SUBCONTRACTORS**

Detailed Breakdowns and summaries from each contractor must be attached.

SUBCONTRACTOR: Firm Name	CONTRACT WORK: Description	PROPOSAL
1. Tobin		\$61,380.00
2. Taylor Ridge		\$45,500.00
3. Rebar		\$4,520.00
4. Rebar Install		\$2,665.00
H.		\$114,065.00
I. CONTRACTOR'S MARK-UP on work of subcontractors	(Line H x5%)	\$5,703.25
J. PROPOSAL	(Lines G+H+I)	\$164,029.97
K. BONDS	(.49% of PROPOSAL) - Deletion -0-	\$803.75
L. BUILDER'S RISK INSURANCE	(.38% of PROPOSAL) - Deletion -0	\$623.31

**IV TOTAL PROPOSAL**

M. TOTAL PROPOSAL for subject RFP <del>(increase)</del> (decrease) in contract amount	<b>\$165,457</b>
N. The work for this RFP will require and extension of time of <u>20</u> Calendar Days.	

**CONTRACTOR**

(SIGNATURE).....

*Joey Metzloff*  
**Joey Metzloff**

\* DELIVERY CONTRACT WITH DIP

**Title:** Project Manager

**Date:** 08/26/15



WILLIAMS  
BROTHERS  
CONSTRUCTION INC.

BUILDING NEWEST

ESTIMATOR JM

LOCATION Mains

GENERAL CONTRACTOR

CHECKER JM

SHEET NO 1 of 1

PEORIA, ILLINOIS

DATE 08/10/15

DESCRIPTION OF WORK	NO PIECES	DIMENSIONS		EXTENSIONS		UNIT PRICE M <sup>2</sup> L	TOTAL ESTIMATED MATERIAL COST	UNIT PRICE LABOR	TOTAL ESTIMATED LABOR COST
CPR OOS									
DIP REVISIONS									
(7) CAISSONS									
							(600)		
TOBIN						<del>62072</del>	61470	61320	
TAYLOR RIDGE		(7 x 6500)				45500			
REBAR						4520			
REBAR INSTAL		8139 = 4.1 TN x 650				2665			
CONCRETS TESTS						6000			
LAYOUT						B <sup>HR</sup>		110	880
CAISSONS (x7)									
CONCRETS		(12 YD x 7)				84 <sup>HR</sup>	83 <sup>HR</sup>	7014	
PLATE		(8 HR x 7)				56 <sup>HR</sup>		53	296B
PUMP		7 DAYS				1500	10500		
CAISSON ROLL		7 x 150 EA				150	1050		
CAISSON PILE CAP									
FORM, REINFORC, PUMP		(2 NEW x 8 <sup>HR</sup> x 7 EA)				112 <sup>HR</sup>		62	6944
CONCRETS		301 x 7				21 YD	82.50	1754	
FORM MATERIAL		7 x 150						1050	
PUMP		4 DAY						6000	
							27363		10792
<p>* (7) ADDITIONAL CAISSONS          QUOTED AS OBTAINED W/ EMAIL          DATED 8/4/15          * TO BE A LOW BIDS EXPLORATION COST          BILLED TO ALLOWANCES</p>									

## Joey Metzloff

---

**From:** David Dreifurst [David.Dreifurst@gerdau.com]  
**Sent:** Thursday, July 02, 2015 9:45 AM  
**To:** Justin R. Norwood  
**Cc:** joey@wbci.us  
**Subject:** RE: Moline- CPR 005 (Influent Piping Revisions)

Pricing (tax not included):

8,606	4070	4520
<467>	450	
8139	<del>4070</del>	<del>4520</del>

Total Weight added is 8,606#'s- \$4,303.00  
+ 6 hours of re-detailing= \$450.00  
Likely deliver along with another full load heading to the site. (job is right over in Moline anyway)

---

**From:** Justin R. Norwood  
**Sent:** Thursday, July 02, 2015 6:49 AM  
**To:** David Dreifurst  
**Subject:** FW: Moline- CPR 005 (Influent Piping Revisions)

Dave,

Joey needed some pricing on the north slope project. This is going to be the first of two emails I will send you. Neither of these are final, so Joey wanted to get the unit price/total price on these items. I hope this makes sense, come see me if you have any questions. Joey is probably going to be calling by lunch time requesting something.

North Slope 40030146

This one is for the attached CPR-005R which proposes to add the following:

- (1) Caisson = 225#'s (Eight total required)
- (1) Cradle = 242#'s (Eight total required)
- (1) Revised Caisson @ Structure #10 = 974#'s (Five total Required)

Total Weight added is 8,606#'s  
+ 6 hours of re-detailing  
Likely deliver along with another full load heading to the site. (job is right over in Moline anyway)

Thanks,  
Justin Norwood  
(563)285-4647

---

**From:** Joey Metzloff [mailto:joey@wbci.us]  
**Sent:** Saturday, June 13, 2015 8:33 AM  
**To:** Justin R. Norwood; 'Chris Wynn'; 'Michael Tobin'  
**Cc:** nmullen.wbci@gmail.com  
**Subject:** Moline- CPR 005 (Influent Piping Revisions)

Attached is a revised copy of CPR005 for the Moline North Slope project. Please review the revised RFP and provide pricing for the work. Contact us if there are any questions or comments.

Joey Metzloff  
Williams Brothers Construction Inc.  
Project Manager  
P.O. Box 1366  
Peoria, IL 61654  
Ph: 309-688-0416  
Fax: 309-688-0891  
Cell: 309-303-3748  
[joey@wbci.us](mailto:joey@wbci.us)

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## Joey Metzloff

---

**From:** Chris Wynn [chris@trdrilling.com]  
**Sent:** Wednesday, August 05, 2015 4:09 PM  
**To:** 'Joey Metzloff'  
**Subject:** RE: CIL4758 North Slope WWTP Imp Moline , Il

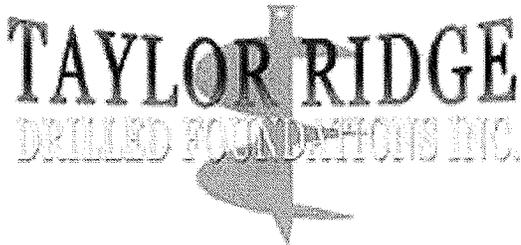
Joey,

Based off the information you provided our price for installing the 7 caissons for the influent piping would be \$6,500.00 each for a total of \$45,000.00. There will be no additional mobilization charges as long as the work can be performed while our drill and crew are onsite performing the caisson work that we already have under contract. Let me know if you have any questions.

*Thank you.*

*Chris Wynn*

Taylor Ridge Drilled Foundations Inc  
6710 134<sup>th</sup> Ave West  
Taylor Ridge IL 61284  
Office (309) 798-5220  
Fax (309) 798-2758  
Cell (309) 781-7927



---

**From:** Joey Metzloff [mailto:joey@wbci.us]  
**Sent:** Wednesday, August 05, 2015 3:08 PM  
**To:** 'Chris Wynn'  
**Cc:** [nmullen.wbci@gmail.com](mailto:nmullen.wbci@gmail.com)  
**Subject:** FW: CIL4758 North Slope WWTP Imp Moline , Il

Attached is the boring log and a layout from American Ductile Iron for the influent piping caisson locations. Based on this layout only (7) caissons will be required. Please provide pricing for CPR005R based on the attached layout. Contact us if there are any questions or comments.

Joey Metzloff  
Williams Brothers Construction Inc.

---

**From:** Joey Metzloff [mailto:joey@wbci.us]  
**Sent:** Tuesday, August 04, 2015 4:11 PM  
**To:** 'Sebold, Tina'; 'Fortune, Robert'  
**Cc:** [gswanson@moline.il.us](mailto:gswanson@moline.il.us); [nmullen.wbci@gmail.com](mailto:nmullen.wbci@gmail.com)  
**Subject:** FW: CIL4758 North Slope WWTP Imp Moline , Il

Following the meeting we field measured from the south face of the wetwell to the centerline of B-2. This dimensions is approximately 78'-6" and American has added this dimension to their drawing. Based on this layout it appears that two caissons can be removed from the original layout.

Also attached is a copy of the field boring log for your records.

We believe we should revise the pricing for CPR 005 based on seven caissons. Please let us know if there are any questions, comments, or concerns.

Joey Metzloff  
Williams Brothers Construction Inc.

---

**From:** Van Kralingen, Casey [<mailto:CVanKralingen@american-usa.com>]  
**Sent:** Tuesday, August 04, 2015 3:09 PM  
**To:** 'Michael Tobin'; Chris Chapman; Joey Metzloff  
**Subject:** CIL4758 North Slope WWTP Imp Moline , Il

Joey,  
Per your request I added the 78'-6" dimension to my drawing YE.

Mike, Chris,  
Although I have (4) YE01 shown on my layout (1) of them should be changed to a phantom line (similar to the 16'-0 remnant near the structure). Please let me know if I need to revise the drawing to reflect this.

Thank you,  
**Casey Van Kralingen**  
Drafting-Customer Service  
AMERICAN Ductile Iron Pipe  
Phone (205) 325-7027  
Fax (205) 488-7129  
[cvankralingen@american-usa.com](mailto:cvankralingen@american-usa.com)

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AMERICAN - The Right Way  
[www.american-usa.com](http://www.american-usa.com)

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**TAYLOR RIDGE**  
DRILLED FOUNDATIONS INC.  
6710 134th Ave W  
Taylor Ridge, IL 61284

May 13, 2015

Pricing for Influent Piping and Manhole Caissons

We will price these per pier as it is not clear how many piers will be used due to design options. Our price reflects an hour per pier of set up time for moving the equipment to the pier locations, layout and set up.

I am told the elevation we will be drilling from (564') will be roughly 19' above the top of the pier (545') and that the top of rock elevation should be 522'. The rock sockets are priced at 6' deep, making the tip of the pier at an elevation of 516'.

We will have to use two pieces of casing (42" and 36" diameter) to reach the top of rock for a total of 42' lineal feet. The double casing process will take extra time to install and extract. After the shafts are drilled, we anticipate two hours at each pier to help Williams Brothers set rebar, place concrete and pull casing. Our estimated time from start to finish is 10 hours.

The soil drilling price is based off of the unit price multiplied by the 42' of soil. The rock is based off of 6' deep rock sockets multiplied by the unit price for 30" diameter rock drilling. Williams Brothers will need to have suitable fill material available to backfill the top 19' of the shaft.

Our total price to drill these piers using the aforementioned parameters will be \$6500.00 per pier. If you have any questions, please let me know.

Thank you,

Chris Wynn

Proposal



P.O. Box 819, Peoria, IL 61652-0819  
 Phone: (309) 685-7641 Fax: (309) 685-7426

Proposal submitted to <b>WILLIAMS BROTHERS CONSTRUCTION</b>	Phone	Date <b>August 18, 2015</b>
Street Address <b>PO BOX 819</b>	Job Name <b>NORTHSLOPE WWTP - CPR-#005</b>	
City, State, Zip <b>PEORIA, ILLINOIS 61652</b>	Job Location <b>MOLINE, ILLINOIS</b>	

We hereby submit specifications and estimates for:

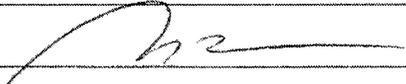
FURNISH LABOR AND MATERIAL TO COMPLETE CPR- #005 60" INFLUENT PIPE.

SEE ATTACHED BREAKDOWN.

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

SIXTY TWO THOUSAND SEVENTY TWO AND 00----- dollars (\$ 62,072.00 )

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmens Compensation Insurance.

Authorized Signature 

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

TOBIN BROTHERS, INC.  
LABOR & MATERIAL ESTIMATE SHEET

Job Name MOUND NORTH SLOPE

System CPR # 005

Date \_\_\_\_\_

Spec. Section \_\_\_\_\_

Labor Ext.	Labor Unit	Quan.	Size	Description	Material Unit	Extension
		1	60"	WALL SLEEVE	13429	13429
		1	60"	OPTION 'C'	70093	70093
		1	60"	WELD (RING ON PIPE)	1000	1000
		<del>2</del>		<del>SS BRACKETS</del>	<del>300</del>	<del>700.2100</del>
		1	LOT	EXCAVATION	39000	39000
		1	LOT	BACKFILL	16000	16000
		1	LOT	BOXES	10000	10000
		1	LOT	LABOR	12752	12752
		1	LOT	TESTING	1000	1000
						165974
				OPTION # C		165,974.00
				LESS PAY REQUEST		112,000.00
						53,974.00
				15% OH/P		8,096.00
						\$62,072.00

**Michael Tobin**

---

**From:** Byrd, John [JByrd@american-usa.com]  
**Sent:** Friday, June 26, 2015 2:20 PM  
**To:** Michael Tobin  
**Cc:** Braswell, Troy; Van Kralingen, Casey  
**Subject:** Re: CIL4758 North Slope WWTP Imp Moline , II

Mike,  
Please see pricing listed below by each mark number.

A - \$ 70,573.04 total  
B - \$ \$ 88,300.00 total  
C - \$ ~~62,387.39~~ total *70,093.00*

Mike, please check my math.  
60" Lok Ring pipe full length is 19.7083' long

Respectfully,  
John R. Byrd  
**CSR**  
American Ductile Iron Pipe  
[jbyrd@american-usa.com](mailto:jbyrd@american-usa.com)  
205-325-4721 - direct  
205-488-7621 - e-fax

-----  
American - The Right Way  
<http://www.american-usa.com>

**From:** Van Kralingen, Casey  
**Sent:** Friday, June 26, 2015 1:33 PM  
**To:** Byrd, John; 'Michael Tobin'  
**Cc:** Braswell, Troy  
**Subject:** CIL4758 North Slope WWTP Imp Moline , II

John,  
Please give Mike the differences in pricing from Option A, B, and C from drawing YE.

Option A:  
(1) YE04 - \$ 16925.00 each  
(3) YE01 - \$\$665.93 per foot  
(1) YE03 - \$ 14275.00 each  
This option will use the remnant pipe in the field LKRE x PE (no field attached weld ring needed).  
Lay direction will be from Structure to MH.

Option B:  
(1) YE04 - \$ 16925.00 each  
(5) YE05 - \$ 14275.00 each  
This option will use the remnant pipe in the field LKRE x PE (no field attached weld ring needed).  
Lay direction will be from Structure to MH.

Option C:

5 (A) YE01 - \$ 665.93 per foot X 20'-0 = 66,593.00 }  
(1) YE02 - \$ 6390.00 each - 3500.00 } \$ 70,093.00  
1 - 60" weld ring - \$3500.00

This option will use the remnant pipe in the field, plus, a field attached weld ring.  
Lay direction will be from MH to Structure.

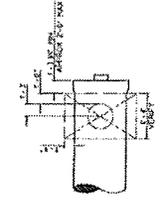
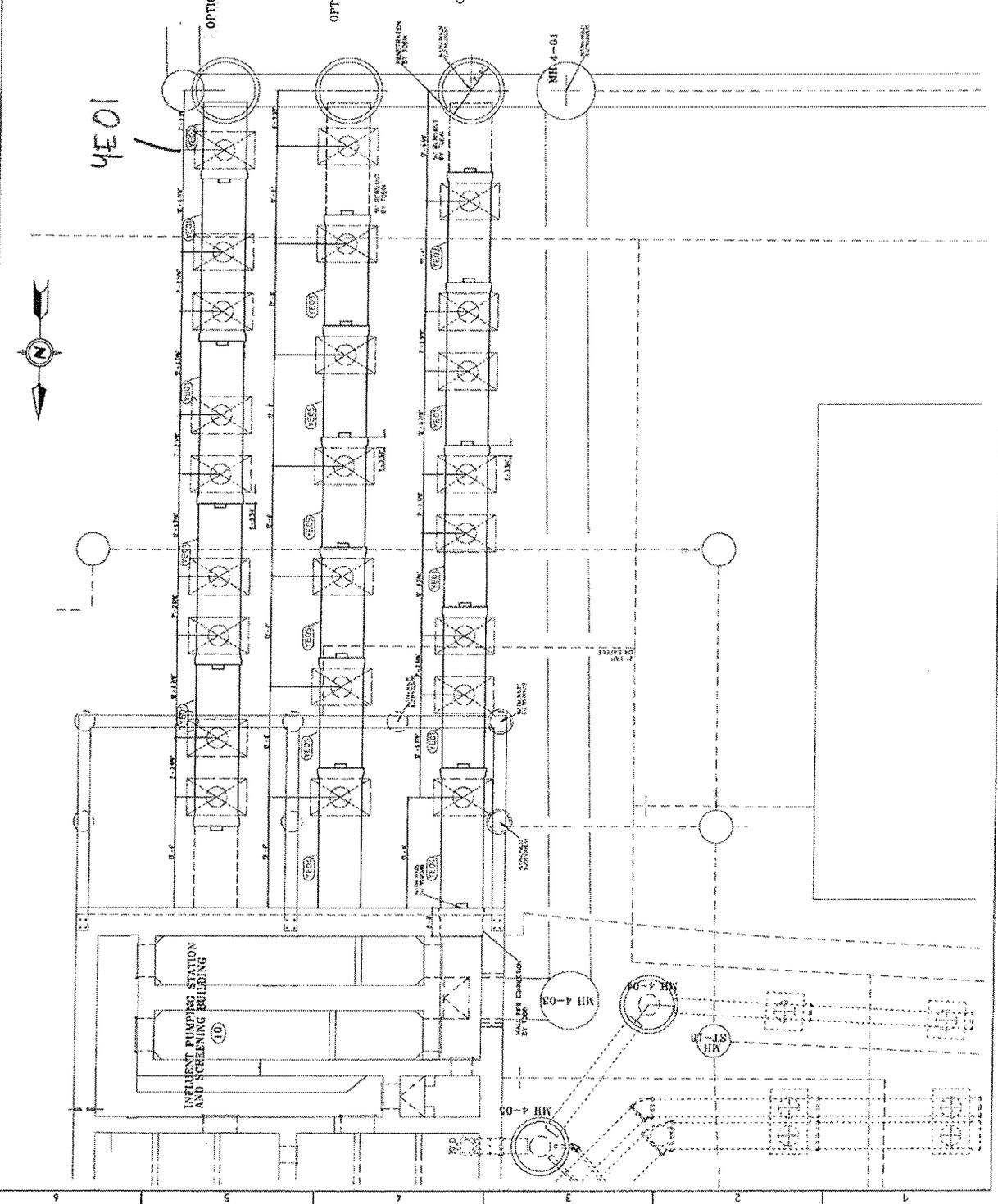
Thank you,

**Casey Van Kralingen**  
Drafting-Customer Service  
AMERICAN Ductile Iron Pipe  
Phone (205) 325-7027  
Fax (205) 488-7129  
[cvankralingen@american-usa.com](mailto:cvankralingen@american-usa.com)

AMERICAN - The Right Way  
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ITEM NO.	QUANTITY	DESCRIPTION	UNIT
1	1	18" DIA. 10' LONG	PIPE
2	1	18" DIA. 10' LONG	PIPE
3	1	18" DIA. 10' LONG	PIPE
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99	1	18" DIA. 10' LONG	PIPE
100	1	18" DIA. 10' LONG	PIPE



NOTES:  
 1. ALL PIPES AND FITTINGS SHALL BE 18" DIA. DUCTILE IRON PIPE.  
 2. ALL PIPES ON THE DRAWING TO BE SHOWN UNLESS OTHERWISE NOTED.  
 3. ALL DIMENSIONS AND LOCATIONS OF PIPE HAVE BEEN ESTIMATED FROM  
 4. FIELD SURVEY DATA AND SHALL BE CHECKED IN THE FIELD.  
 5. PLEASE ADVISE: MAKE ANY CHANGES, REVISIONS AND OBTAIN THE COPY  
 TO AMERICAN FOR CONSTRUCTION RECORDS.

AMERICAN IRON PIPE  
 218 W. 2nd St., Birmingham, AL 35207 (205) 461-2447

**AMERICAN**  
 DUCTILE IRON PIPE

106th BROTHERS, INC.  
 400' INFLUENT  
 MH-01 TO STRUCTURE 10  
 SEP. 21, '95

0160268-V



Cost Proposal Request  
 North Slope WWTP Improvements  
 City of Moline  
 Contract 1-2014  
 June 9, 2015

COST PROPOSAL NO.: 005R

TO: Williams Brothers Construction Inc.  
 ISSUED BY: Tina Sebold

DISTRIBUTION

Joey Metzloff	Williams Brothers Construction
Greg Swanson	City of Moline
Rob Fortune	Strand Associates, Inc.®

Please submit an itemized quotation for changes in the Contract Price and Time incidental to proposed modifications to the Contract Documents described herein.

**THIS IS NOT A CHANGE ORDER NOR A DIRECTIVE TO PROCEED WITH THE WORK DESCRIBED HEREIN.**

Costs are requested for changing the location and supporting the 60-inch sanitary sewer as described below.

**Influent Piping - Install 60-inch DIP from MH 4-01 to Structure 10-Influent Pumping Building**

**Drawings 05-CM1.01, 05-CM1.04 and 05-CM1.05**

- 005R-01 CHANGE the location of the 60-inch SAN and MH 4.01 to approximately 13 feet east of where shown on the drawings so the piping enters the Structure 10 southwest chamber through the south wall at the invert elevation shown on the drawings. Contractor shall verify piping location and length of piping required. See attached figures.
- 005R-02 DELETE the 60-inch Class IV RCP SAN from MH 4.01 to MH 4.03, and from MH-4.03 to Structure 10. DELETE the RCP wall pipe penetration (detail A/10-ASM3.01) and MH 4-03.
- 005R-03 ADD 60-inch restrained joint DIP from MH 4.01 to Structure 10 southwest chamber. DIP shall meet the requirements of specification section 02600 2.03A. Provide a 60-inch MJ DI wall pipe and install in the south wall of Structure 10. All piping and materials shall be provided and installed in accordance with the specifications.
- 005R-04 ADD the following to the Supported Piping Pipe Wall Thickness Schedule on drawing 05-CM1.01:

Pipe Size (Inches)	Pipe Designation	Special Thickness Class	Pressure Class
60	SAN	--	350



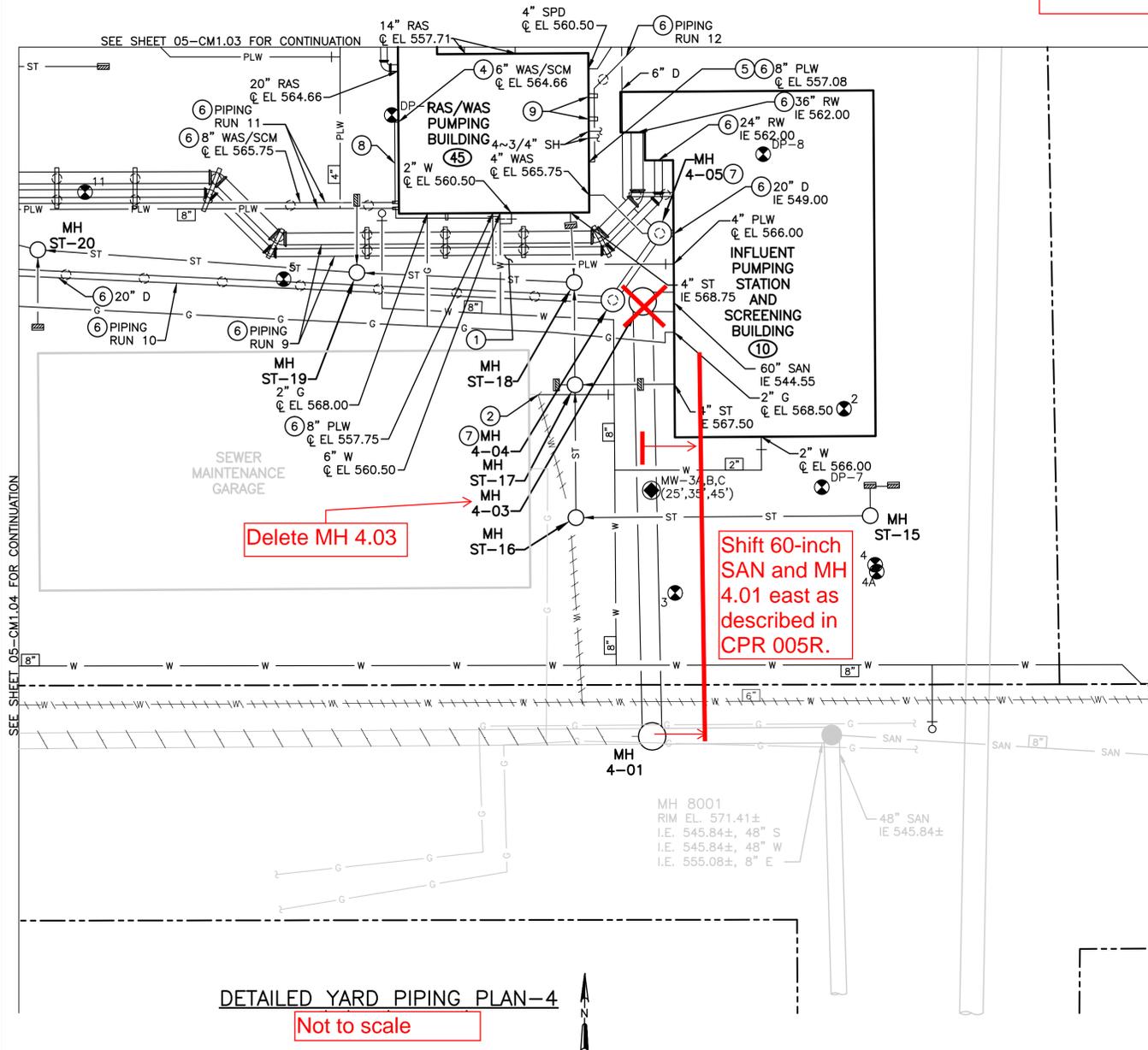
- 005R-05 ADD eight pipe support caissons, in accordance with Section 02375, with a maximum center-to-center spacing of 13'-6" to support the 60-inch DIP. ADD piping run 13 to Supported Piping Drilled Shaft Schedule with the following requirements: pipe support configuration A, drilled shaft embedment of 5'-0", assumed top of bedrock elevation 522.0, reference drawing 05-CM1.05. Pipe supports shall be provided in accordance with the supplemental Pipe Support detail A/05-CM1.04 attached with the following dimensions: 'H'=3'-2", 'W'=6'-4", 'L'=3'-0", and 'X'=15". Pipe joints shall be located as recommended by the pipe manufacturer. Contractor has indicated the subgrade elevation for drilled shaft installation will be 564.0. Submit caisson and support cradle reinforcing drawings for review.

Provide unit price(s) for caissons to be applied, add or deduct, to the drilled shaft vertical length, excluding the pipe support cradle. The unit price shall include the cost of concrete caissons including all labor, materials, tools, equipment, and incidentals required for excavation, drilling, trimming, shoring, casings, dewatering, reinforcement, concrete, and other items associated with the work. Payment for approved caisson depth in soil above or below assumed bedrock elevation 522.0 will be made, add or deduct, based upon the actual linear feet installed and the unit price for caisson vertical depth.

Provide a unit price for one caisson and cradle support using the assumed elevations to be used for adjustment of payment if caisson/cradle supports are added or deleted.

Contractor may pour a continuous pipe cradle support between caissons and may cast concrete against side of excavation (bank form), at its option, in lieu of separate formed pipe cradles if it is more cost effective. Contact Engineer for additional details as needed.

- 005R-06 ADD reinforcing to caissons no. 10-166, 10-167, 10-169, 10-170, and 10-171 as follows. Extend 6~#8 bars and #3@18" ties shown on detail J/10-ASM5.01 to the full depth of the drilled shaft.



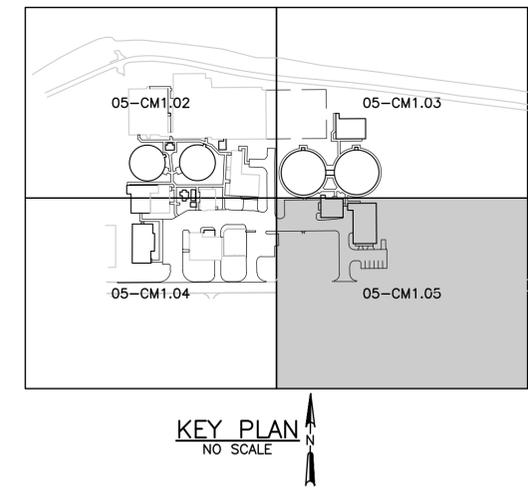
DETAILED YARD PIPING PLAN-4

Not to scale

- GENERAL NOTES:**
- SEE GENERAL NOTES AND KEY NOTES ON OVERALL YARD PIPING PLAN. SEE SHEET 05-CM1.01.
- KEY NOTES:**
- PIPE JOINTS FOR 24" RW AND 36" RW SHALL BE LOCATED A MINIMUM OF 10 FEET FROM THE CROSSING POINT WITH 6" W. SEE GENERAL NOTE 16 ON DRAWING 05-CM1.01.
  - CONNECT W TO EXISTING. CONTRACTOR SHALL VERIFY SIZE AND ELEVATION.
  - PROVIDE NEENAH R1916C MH CASTING FOR MH PLE-1 AND PLE-2
  - PROVIDE 8x6 REDUCER
  - PROVIDE 10x8 REDUCER
  - PROVIDE PIPING SUPPORT (TYP.). SEE DETAIL A 05-CM1.04
  - PROVIDE DRILLED SHAFT SUPPORT FOR MH.
  - PROVIDE PIPING SUPPORT FROM STRUCTURE (TYP.). SEE DETAIL C 45-ASM1.01
  - SUPPORT PIPING OFF OF MAT SLAB LEDGE AT 10'-0" O.C. MAX. SEE DETAIL A 99-ASM5.05

NUMBER	STRUCTURE TYPE (FT.)	INLET CASTING	GRATE TYPE	TOP OF CURB EL. (FT.)	PIPE SIZE, DIRECTION, AND INVERT ELEVATION (FT.)
I-1	2X3	R-3067	R	571.20	12" RCP NE, 567.00
I-2	2X3	R-3067	R	571.32	12" RCP SW, 566.85
I-3	2X3	R-3067	R	571.10	12" RCP SE, 566.90
I-4	2X3	R-3067	R	571.05	12" RCP N, 566.05
I-5	2X3	R-3067	R	570.75	15" RCP SW, 561.85
I-6	2X3	R-3067	R	571.10	12" RCP S, 566.50
I-7	2X3	R-3067	R	571.10	12" RCP N, 566.80
I-8	2X3	R-3067	R	571.60	12" RCP S, 564.60
I-9	2X3	R-3067	R	571.20	12" RCP S, 567.20
I-10	2X3	R-3067	R	570.85	4" PVC N, 568.65
I-11	2X3	R-3067	R	571.03	12" RCP W, 566.50
I-12	2X3	R-3067	R	571.37	4" PVC NE, 567.30
I-13	2X3	R-3067	R	571.40	12" RCP E, 567.30
I-14	2X3	R-3067	R	570.50	12" RCP S, 567.20
I-15	2X3	R-3067	R	570.15	12" RCP E, 566.20
I-16	2X3	R-3067	R	570.25	12" RCP S, 566.30
I-17	2X3	R-3067	R	570.70	12" RCP W, 565.70
I-18	2X3	R-3067	R	570.70	12" RCP E, 566.50
I-18	2X3	R-3067	R	570.70	12" RCP W, 566.70

NUMBER	MH DIA. (FT.)	RIM EL. (FT.)	PIPE SIZE, DIRECTION, AND INVERT ELEVATION	COORDINATES	
				NORTHING	EASTING
MH 1-01	5	569.90	6" NE, I.E.=555.80 8" E, I.E.=557.60 6" SE, I.E.=560.40 6" SSE, I.E.=560.40 12" W, I.E.=555.45 6" NW, I.E.=555.80	1764366.45	2194582.28
MH 1-02	4	569.15	6" N, I.E.=556.10 12" E, I.E.=555.25 12" W, I.E.=555.20	1764366.45	2194537.77
MH 1-03	4	569.10	12" E, I.E.=555.10 12" S, I.E.=555.00 6" E, I.E.=555.65	1764366.45	2194512.12
MH 1-04	4	571.30	12" S, I.E.=555.10 3" NW, I.E.=565.65 6" NNW, I.E.=555.65	1764271.43	2194620.41
MH 1-07	570.90	570.90	10" S, I.E.=558.50 6" SW, I.E.=564.25 8" W, I.E.=558.80	1764283.07	2194816.68
MH 2-01	4	571.55	6" S, I.E.=556.00 4" SW, I.E.=560.00 6" W, I.E.=556.06	1764249.06	2194995.25
MH 3-01	4	570.20	12" N, I.E.=554.20 12" E, I.E.=554.10	1764207.06	2194512.12
MH 3-02	5	570.65	8" N, I.E.=557.60 20" E, I.E.=553.20 4" SW, I.E.=562.50 12" W, I.E.=553.88 8" NW, I.E.=557.60	1764206.89	2194560.59
MH 3-03	4	570.50	20" E, I.E.=553.16 10" S, I.E.=557.75 20" W, I.E.=553.18	1764207.27	2194585.27
MH 3-04	4	570.85	6" N, I.E.=559.00 6" NE, I.E.=560.50 20" SE, I.E.=553.04 20" W, I.E.=553.08 12" NW, I.E.=554.40	1764206.91	2194637.54
MH 3-05	4	570.80	20" E, I.E.=552.93 20" NW, I.E.=552.97	1764193.66	2194694.73
MH 3-06	4	570.90	4" NE, I.E.=565.72± 10" W, I.E.=559.82± 6" NW, I.E.=566.99±	1764097.68	2194805.51
MH 3-07	4	572.40	10" E, I.E.=558.48± 10" W, I.E.=558.18±	1764095.71	2194648.69
MH 3-08	4	572.90	10" E, I.E.=558.00 10" N, I.E.=557.90	1764098.92	2194585.27
MH 3-09	4	571.10	10" N, I.E.=557.90 20" E, I.E.=552.80 20" W, I.E.=552.76	1764188.98	2194810.46
MH 4-01	571.25	571.25	48" W, I.E.=545.84± 60" N, I.E.=544.84	1764069.21	2195003.05
MH 4-03	7	570.75	60" E, I.E.=544.58 60" S, I.E.=544.66	1764180.23	2195000.62
MH 4-04	7	570.60	20" NE, I.E.=552.45 20" W, I.E.=552.50	1764180.58	2194993.01
MH 4-05	7	571.15	20" E, I.E.=549.05 20" SW, I.E.=552.40	1764197.61	2195004.97
MH PLE-1	7	562.20	48" N, I.E.=544.48 42" E, I.E.=555.00	1764534.08	2194627.21
MH PLE-2	7	561.70	48" SW, I.E.=555.00 48" N, I.E.=542.96	1764552.91	2194627.21



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NUMBER	MH DIA. (FT.)	RIM EL. (FT.)	CASTING	OPEN GRATE TYPE	PIPE SIZE, MATERIAL, DIRECTION, AND INVERT EL.	COORDINATES	
						NORTHING	EASTING
MH ST-1 (EXISTING)	4	570.40	R-1550	D	15" RCP N, 562.97 12" RCP SW, 565.97 (EXISTING) 15" RCP SE, 562.97 (EXISTING)	1764070.06	2194688.52
MH ST-1A	4	571.90	R-1550	D	15" RCP E, 562.91 15" RCP S, 562.91	1764103.85	2194690.20
MH ST-2 (EXISTING)	4	571.42	R-1550	D	15" RCP N, 562.82 (EXISTING) 15" RCP W, 562.82 15" RCP E, 566.00	1764104.67	2194726.55
MH ST-3 (EXISTING)	4	571.40	R-1550	D	15" RCP NE, 562.10 15" RCP S, 562.27 15" RCP E, 565.00	1764180.29	2194730.24
MH ST-4	4	570.85	R-1550	D	15" RCP W, 565.70 12" RCP S, 565.85 12" RCP NW, 566.50	1764199.36	2194689.97
MH ST-4.1	5	570.70	R-1550	D	12" RCP S, 566.55 12" RCP W, 566.50 15" RCP E, 566.40 12" RCP E, 566.70	1764184.86	2194645.40
MH ST-4.2	4	571.80	R-1550	D	12" RCP W, 566.80 12" RCP S, 568.00	1764184.86	2194579.40
MH ST-4.3	2	572.90	R-4340	B	12" RCP N, 568.40	1764119.76	2194579.40
MH ST-4.4	2	570.40	R-4340	B	12" RCP S, 566.90	1764203.54	2194579.40
MH ST-5 (EXISTING)	4	570.75	R-1550	D	15" RCP NE, 560.90 (EXISTING) 15" RCP S, 560.92 (EXISTING) 12" RCP W, 567.00	1764270.44	2194688.98
MH ST-5.1	2	569.00	R-4340	B	12" RCP SW, 566.80 12" RCP NE, 566.60	1764331.81	2194617.54
MH ST-5.2	4	570.50	R-1550	D	12" RCP E, 566.50 12" RCP E, 566.50	1764290.34	2194596.43
MH ST-7.1	4	570.40	R-1550	D	15" RCP NE, 559.25 15" RCP S, 559.25	1764320.38	2194715.46
MH ST-7.2	4	571.30	R-1550	D	15" RCP E, 558.15 15" RCP SW, 558.15	1764351.76	2194737.55
MH ST-8	4	570.00	R-1550	D	15" RCP E, 555.30 (EXISTING) 15" RCP W, 555.30 (EXISTING) 15" RCP S, 557.90	1764348.21	2194826.36
MH ST-15	4	571.05	R-1550	D	12" RCP N, 567.10 12" RCP W, 567.00	1764125.51	2195058.83
MH ST-16	4	571.00	R-1550	D	12" RCP E, 566.60 12" RCP N, 565.95 15" RCP N, 565.75 12" RCP E, 566.40 12" RCP W, 566.30	1764125.02	2194983.58
MH ST-17	4	570.47	R-1550	D	12" RCP S, 565.85 15" RCP N, 565.75 12" RCP E, 566.40 12" RCP W, 566.30	1764158.94	2194983.32
MH ST-18	4	570.55	R-1550	D	15" RCP S, 565.85 15" RCP S, 565.65 12" RCP N, 567.10	1764185.06	2194983.13
MH ST-19	4	571.50	R-1550	D	15" RCP E, 565.40 12" RCP N, 564.40 15" RCP W, 564.30 15" RCP E, 563.90	1764187.58	2194927.53
MH ST-20	4	570.74	R-2668	D	12" RCP S, 566.60 15" RCP W, 563.80 15" RCP N, 558.90 15" RCP E, 563.60	1764193.40	2194845.94
MH ST-21	4	570.80	R-1550	D	15" RCP N, 558.90 15" RCP E, 563.60 15" RCP W, 560.80 15" RCP S, 558.70	1764197.83	2194827.33
MH ST-22	4	571.40	R-1550	D	15" RCP N, 558.60 12" RCP E, 565.40 15" RCP N, 558.10	1764240.19	2194827.06
MH ST-23	4	570.15	R-1550	D	12" RCP W, 566.00 15" RCP E, 558.20 15" RCP E, 561.55 12" RCP N, 566.30	1764328.55	2194826.49
MH ST-24	4	570.45	R-1550	D	15" RCP W, 564.70 12" RCP N, 566.30 6" PVC SE, 566.00 12" RCP S, 561.65	1764197.82	2194751.41
MH ST-25	4	571.12	R-1550	D	15" RCP N, 562.30 (EXISTING)	1764214.86	2194689.75

NO.	ISSUED	REVISIONS	DATE
1			7/15/2014

**DETAILED YARD PIPING PLAN - 4**  
**AND MANHOLE AND INLET SCHEDULES**  
 NORTH SLOPE WASTEWATER TREATMENT PLANT IMPROVEMENTS  
 CITY OF MOLINE  
 ROCK ISLAND COUNTY, ILLINOIS

**JOB NO.**  
 3876-002  
**PROJECT MGR.**  
 TROY W. STINSON  
  
**STRAND ASSOCIATES**  
**SHEET**  
 31  
**05-CM1.05**

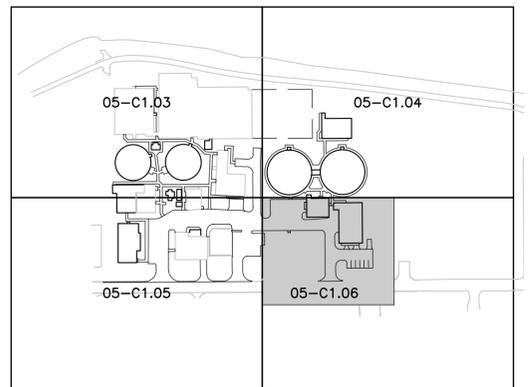
Attachment to CPR 005R



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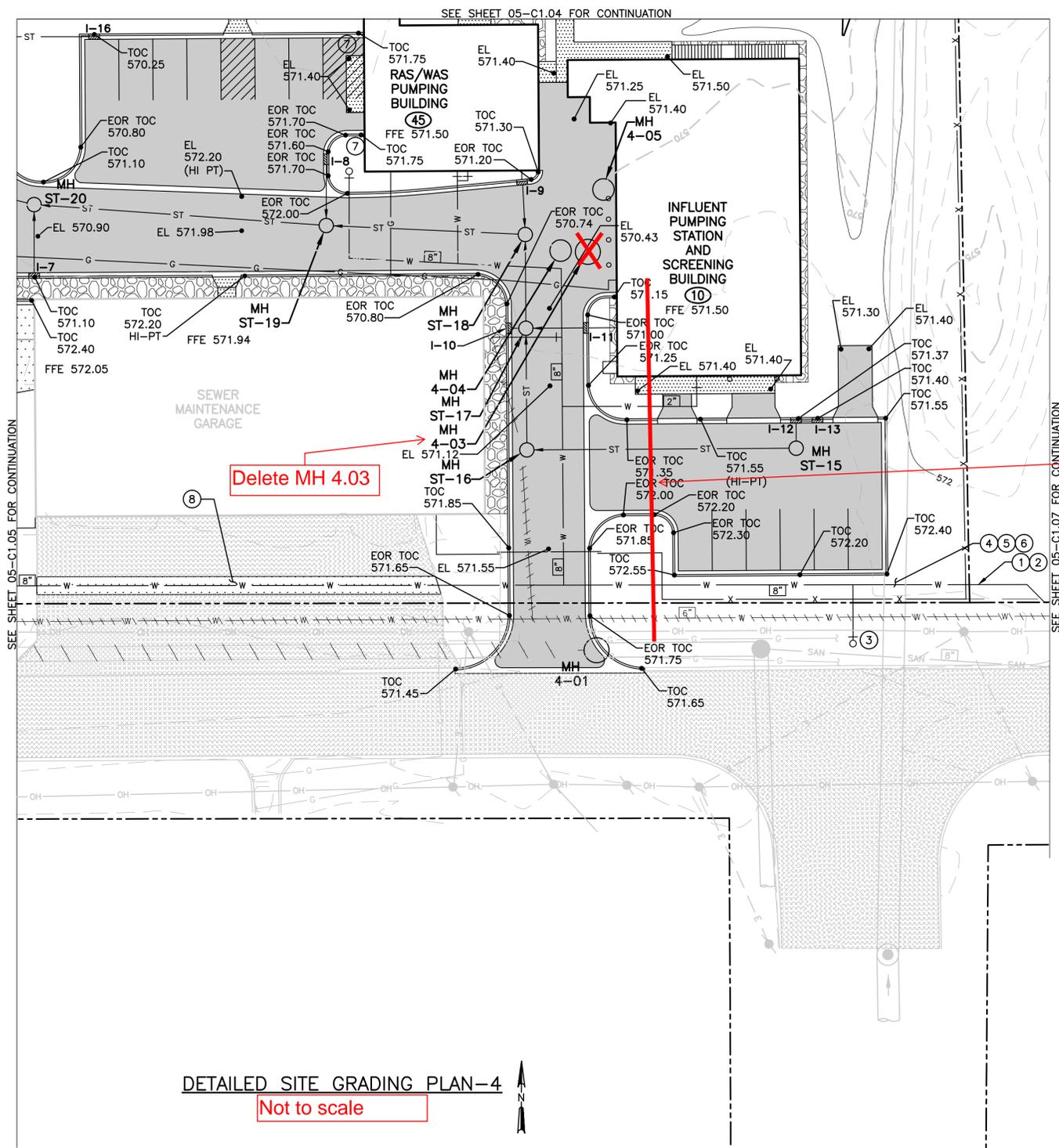
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KEY PLAN  
NO SCALE

- LEGEND:
- EXISTING ASPHALT PAVEMENT
  - EXISTING SIDEWALK/CONCRETE PAVEMENT
  - GRAVEL DRIVEWAY
  - NEW ASPHALT PAVEMENT
  - NEW SIDEWALK
  - STONE MULCH
  - CONCRETE PAVEMENT
  - RIP RAP



DETAILED SITE GRADING PLAN-4  
Not to scale

Shift 60-inch SAN and MH 4.01 east as described in CPR 005R.

- KEY NOTES:
- ① MAINTAIN 7 FOOT DEPTH OF COVER OVER 8" WATER MAIN (TYP.).
  - ② PROVIDE POLYETHYLENE ENCASUREMENT ON 8" WATER MAIN (TYP.).
  - ③ PROVIDE FIRE HYDRANT, 6" LEAD PIPING, VALVE, VALVE BOX, AND RESTRAINT.
  - ④ MAINTAIN MINIMUM 6 INCH CLEAR DISTANCE FOR THE 8 INCH WATER MAIN OVER THE EXISTING 72 INCH STORM SEWER.
  - ⑤ PROVIDE INSULATION UNDER THE 8" WATERMAIN CENTERED ON THE EXISTING 72 INCH STORM SEWER, AND EXTENDING 10 FEET BOTH EAST AND WEST.
  - ⑥ PROVIDE INSULATION OVER THE 8 INCH WATERMAIN WHERE DEPTH IS LESS THAN 6 FEET (TYP.).
  - ⑦ TAPERED CURB HEAD.
  - ⑧ RESTORE ALL DISTURBED PAVEMENTS TO MATCH EXISTING (TYP.).

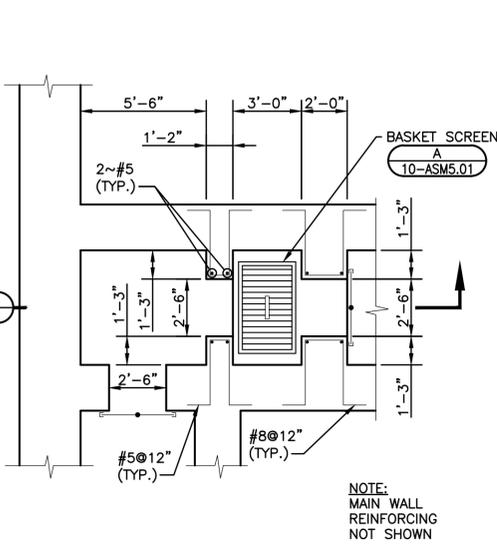
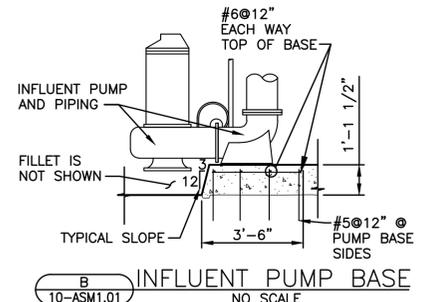
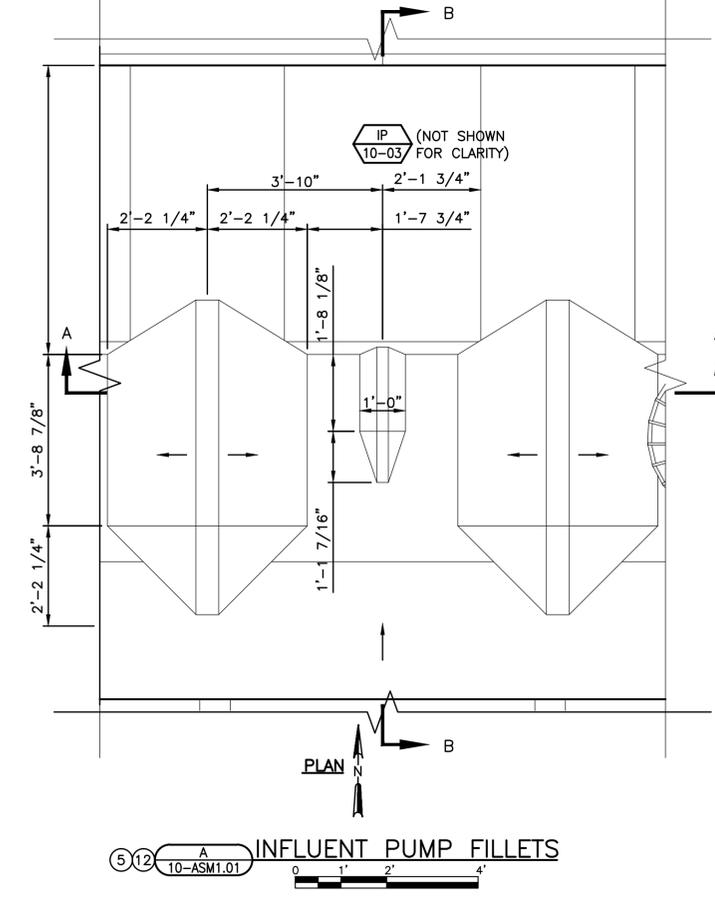
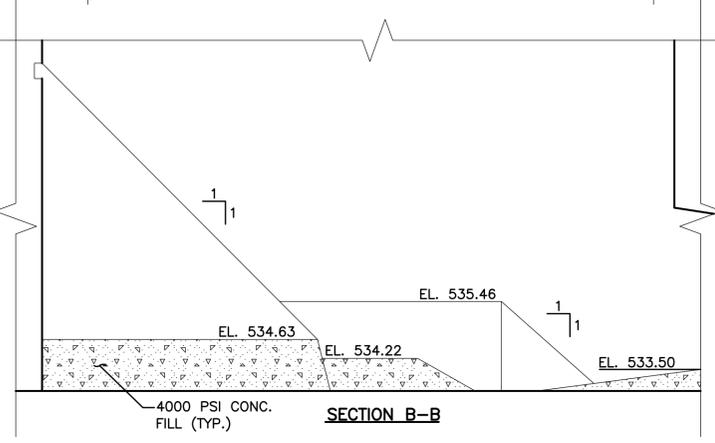
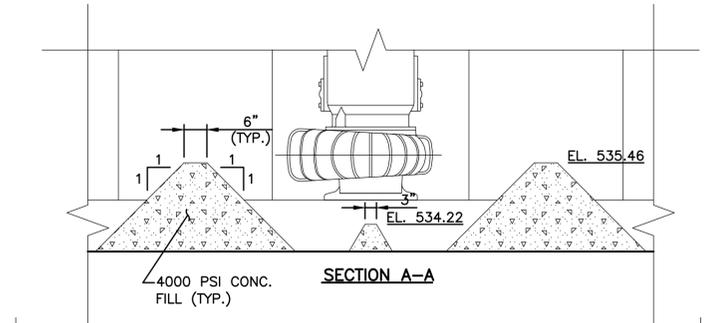
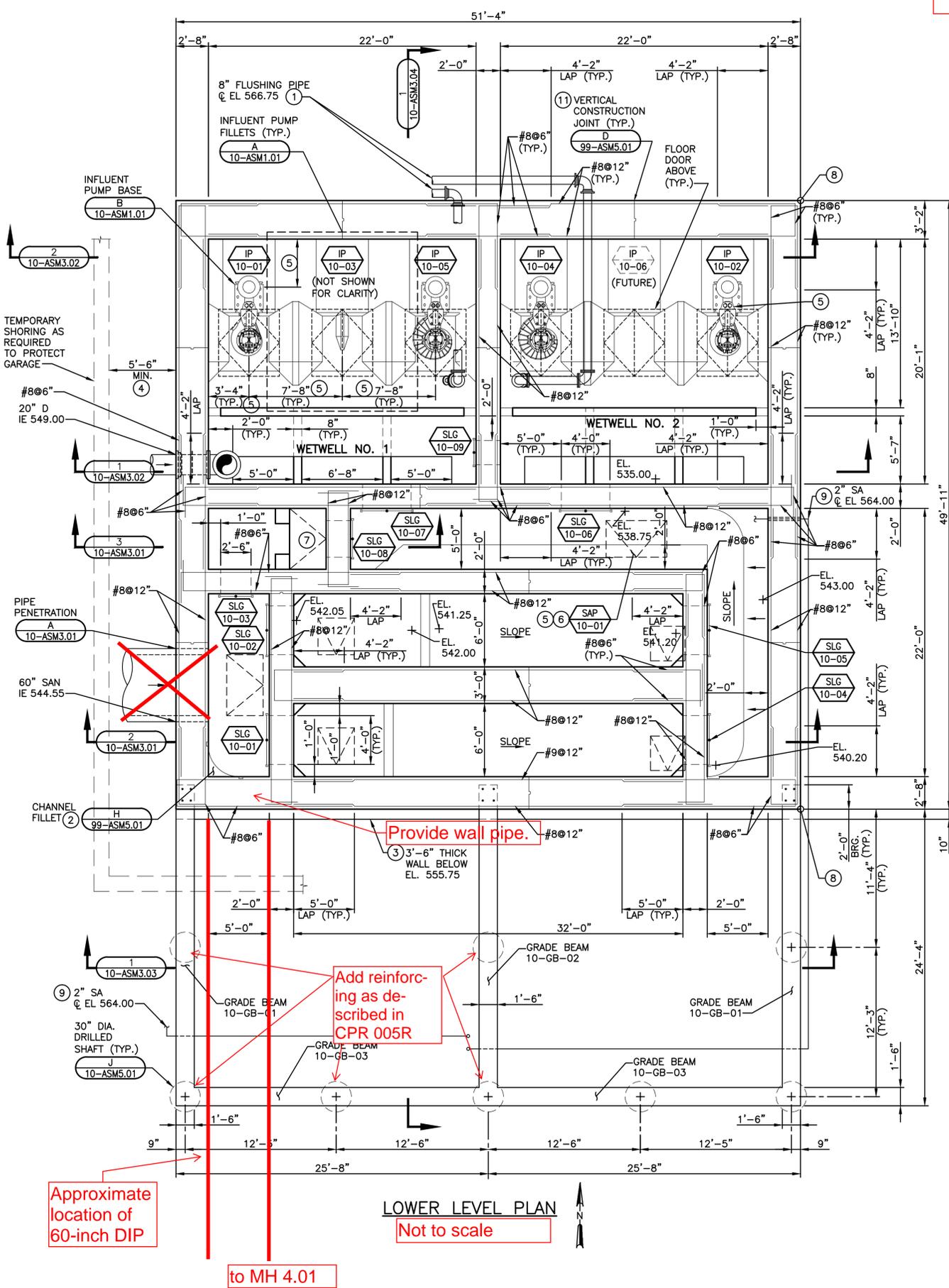
NO.	REVISIONS	DATE
1	ISSUED	7/15/2014

DETAILED SITE GRADING PLAN - 4  
NORTH SLOPE WASTEWATER TREATMENT PLANT IMPROVEMENTS  
CITY OF MOLINE  
ROCK ISLAND COUNTY, ILLINOIS

JOB NO.  
3876-002  
PROJECT MGR.  
TROY W. STINSON



SHEET  
20  
05-C1.06



ENLARGED PLAN AT BASKET SCREEN

- KEY NOTES:**
- 8" FLUSHING PIPE (TYP.) SEE SECTION 10-ASM3.02
  - TOP OF CHANNEL FILLET AT EL. 549.50.
  - HORIZ. REINF. IN LOWER 3'-6" PORTION OF WALL SAME AS UPPER 2'-8" PORTION OF WALL.
  - SHEETING SEPARATION FROM WALL REQUIRED TO PROVIDE NECESSARY SOIL TO RESIST HYDROSTATIC UPLIFT OF STRUCTURE.
  - CONTRACTOR SHALL COORDINATE EXACT DIMENSIONS AND POSITION OF PUMPS AND FILLETS WITH PUMP MANUFACTURER AND LOCATION OF FLOOR DOORS IN TOP SLAB TO INSTALL GUIDE RAIL SYSTEM AND PROVIDE UNRESTRICTED REMOVAL OF PUMPS (TYP.).
  - SAMPLER PUMP NOT SHOWN.
  - BASKET SCREEN NOT SHOWN. FOR ENLARGED PLAN OF THIS AREA SEE DETAIL 10-ASM1.01
  - LOCATION OF STRUCTURE COORDINATES DISPLAYED ON DRAWING 05-C1.01.
  - SEE SAMPLER SCHEMATIC 10-ASM3.03
  - PRECAST COLUMN BASE ANCHORS (TYP. OF 3). 10-ASM5.02
  - THE NUMBER AND LOCATION OF CONSTRUCTION JOINTS ARE APPROXIMATE. CONTRACTOR MAY PROPOSE ALTERNATE CONSTRUCTION JOINT LAYOUT FOR ENGINEER'S REVIEW AND APPROVAL.
  - INFLUENT PUMP FILLETS SHOWN ARE APPROXIMATE. PROVIDE FILLETS AS RECOMMENDED AND DETAILED BY PUMP MANUFACTURER.

- GENERAL NOTES:**
- PROVIDE ADDITIONAL REINFORCING AT ALL WALL OPENINGS PER DETAIL 10-ASM5.01
  - PLACE ALL HORIZ. WALL REINFORCING OUTSIDE VERTICAL WALL REINFORCING.
  - TEMPORARY SHORING SHALL BE DESIGNED BY CONTRACTOR.
  - FOR SLUICE GATE SCHEDULE, SEE DETAIL 99-ASM5.04
  - FOR WALL CORNER AND INTERSECTION, REINFORCING SEE TYPICAL DETAILS 99-ASM5.01 AND 99-ASM5.01
  - CHANNELS SHALL BE GROUTED TO SLOPE 0.002 FEET PER FOOT MINIMUM, OR AS INDICATED.
  - FOR TYPICAL GRADE BEAM DETAIL, SEE 99-ASM5.01

Approximate location of 60-inch DIP

to MH 4.01

LOWER LEVEL PLAN  
Not to scale

NO.	ISSUED	REVISIONS	DATE
1			7/15/2014

**INFLUENT PUMPING STATION AND SCREENING BUILDING  
LOWER LEVEL PLAN**

NORTH SLOPE WASTEWATER TREATMENT PLANT IMPROVEMENTS  
CITY OF MOLINE  
ROCK ISLAND COUNTY, ILLINOIS

JOB NO.  
3876-002

PROJECT MGR.  
TROY W. STINSON

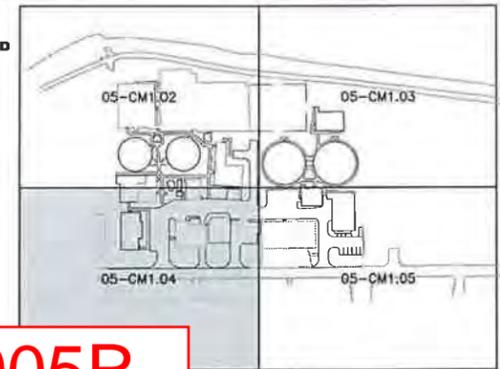


SHEET  
35  
10-ASM1.01

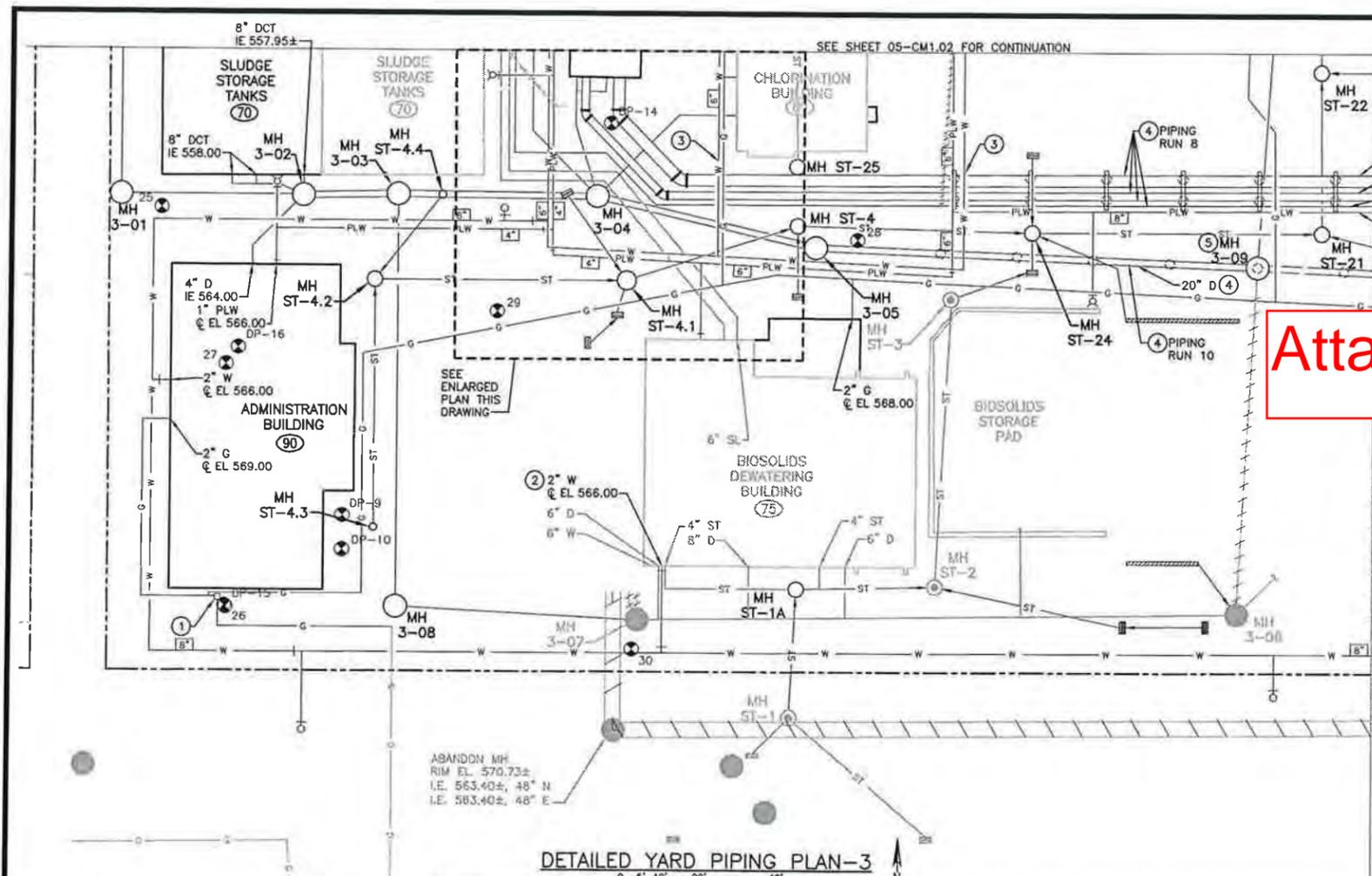


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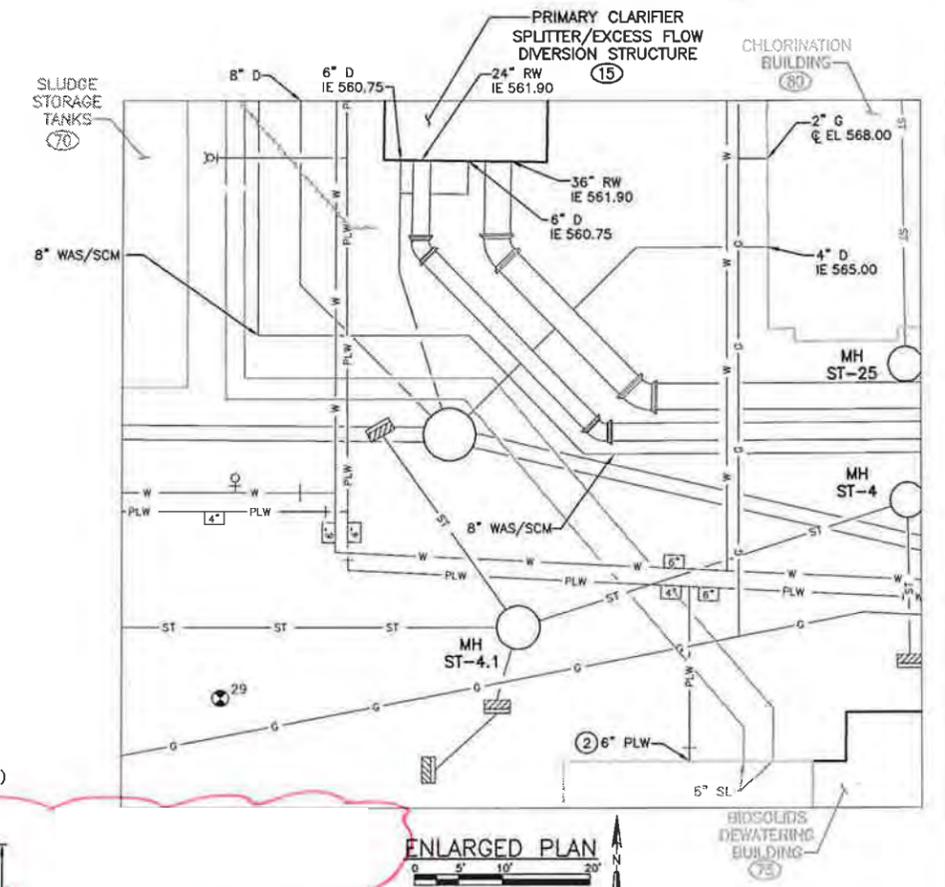
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**Attachment to CPR 005R**

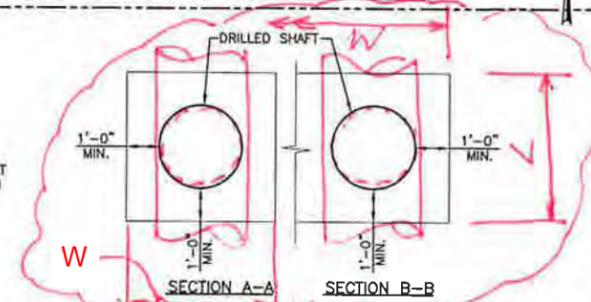


SEE SHEET 05-CM1.05 FOR CONTINUATION

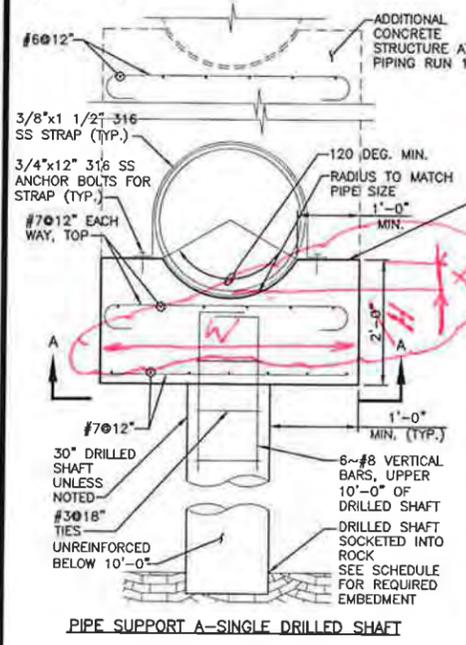


ENLARGED PLAN

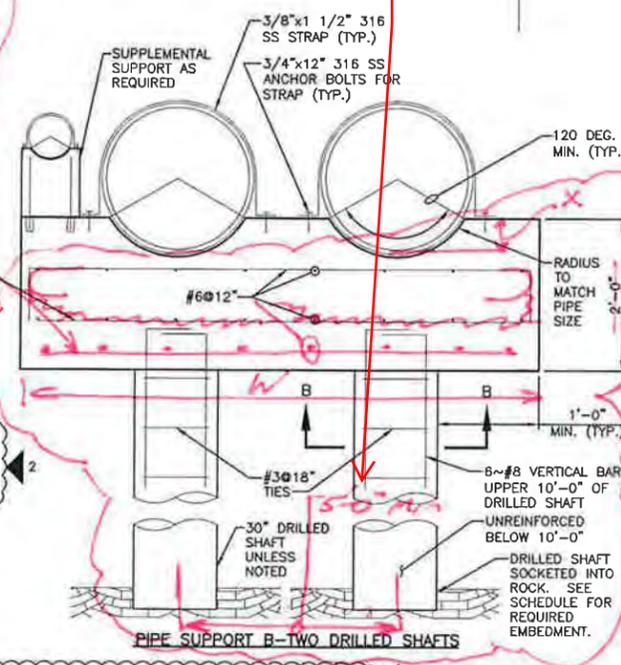
DETAILED YARD PIPING PLAN-3



Spacing provided by Contractor.



PIPE SUPPORT A-SINGLE DRILLED SHAFT



PIPE SUPPORT B-TWO DRILLED SHAFTS

- PIPE SUPPORT NOTES:**
- PIPE SUPPORTS SHALL BE LOCATED AT EACH PIPE BELL AND LOCATED EVERY 20 FT. MAXIMUM.
  - PIPE SUPPORTS SHALL BE LOCATED AT FITTINGS.
  - CONTRACTOR SHALL VERIFY PIPING ROUTE AND LOCATIONS AND REQUIRED GEOMETRY OF SUPPORTS.
  - 30" DIAMETER STRAIGHT-SIDED DRILLED SHAFTS SHALL BE EMBEDDED 6'-0" INTO COMPETENT BEDROCK AS DETERMINED BY THE PROJECT SOILS ENGINEER. 30" DIAMETER STRAIGHT-SIDED DRILLED SHAFTS SHALL BE EMBEDDED INTO COMPETENT BEDROCK TO THE DEPTH SHOWN ON THE DRILLED SHAFT SCHEDULE AND AS DETERMINED BY THE PROJECT SOILS ENGINEER. REQUIRED ALLOWABLE END BEARING PRESSURE IS 30 KSF WITH AN ALLOWABLE SIDE FRICTION IN ROCK OF 3 KSF. ALLOWABLE UPLIFT SIDE FRICTION IN ROCK IS 2 KSF.
  - FOR BIDDING PURPOSES, ASSUME BEDROCK ELEVATIONS SHOWN ON THE SCHEDULE. FINAL BEARING ELEVATION TO BE DETERMINED BY PROJECT SOILS ENGINEER. SEE SPECIFICATIONS.
  - THE BOTTOM OF EACH DRILLED SHAFT SHALL BE FREE OF ALL LOOSE MATERIALS. NO CONCRETE SHALL BE PLACED IN THE DRILLED SHAFTS CONTAINING FREE WATER.

A PIPE SUPPORTS  
05-CM1.04 NO SCALE

CLARIFICATION: ALL DRILLED SHAFT PIPE SUPPORTS REQUIRED TO BE INCLUDED IN THE BID ARE SHOWN ON THE DRAWINGS.

SUPPORTED PIPING DRILLED SHAFT SCHEDULE					
PIPING RUN DESIGNATION	PIPES GROUPED IN PIPING RUN	DRILLED SHAFT CONFIGURATION	DRILLED SHAFT ROCK EMBEDMENT	ASSUMED TOP OF BEDROCK FOR BIDDING	DWG NO.
1	20" RAS, 42" ML	A	2'-0"	EL. 532.00	05-CM1.02
2	20" RAS	A	6"	EL. 522.00	05-CM1.02
3	42" PLE	A	6"	EL. 546.00	05-CM1.03
4	54" ML	A	4'-0"	528.00	05-CM1.03
5	42" SE	A	6"	EL. 527.00	05-CM1.03
6	14" RAS	A	6"	EL. 522.00	05-CM1.03
7	6" SCM	A	6"	EL. 522.00	05-CM1.03
8	36" RW, 24" RW, 8" WAS/SCM, 8" PLW	B	6"	EL. 522.00	05-CM1.04 05-CM1.05
9	36" RW, 24" RW	B	6"	EL. 522.00	05-CM1.04 05-CM1.05
10	20" D	A	6"	EL. 522.00	05-CM1.05
11	8" PLW, 8" WAS/SCM	A	6"	EL. 522.00	05-CM1.05
12	10" PLW	A	6"	EL. 525.50	05-CM1.04 05-CM1.05

- GENERAL NOTES:**
- SEE GENERAL NOTES AND KEY NOTES ON OVERALL YARD PIPING PLAN. SEE SHEET 05-CM1.01.
- KEY NOTES:**
- UTILITY PROVIDED GAS METER AND REGULATOR. SEE SPECIFICATIONS.
  - CONNECT TO EXISTING PIPING. CONTRACTOR SHALL FIELD VERIFY EXISTING ELEVATION.
  - PIPING CROSSING WATER MAIN SHALL HAVE PIPE JOINTS LOCATED A MINIMUM OF 10 FEET FROM CROSSING POINT.
  - PROVIDE PIPING SUPPORT (TYP.). SEE DETAIL 05-CM1.04
  - PROVIDE DRILLED SHAFT SUPPORT FOR MH

NO.	CODED	NO. OF REV.	DATE	REVISIONS
1			7/15/2014	
2			8/22/2014	

**DETAILED YARD PIPING PLAN - 3**  
 NORTH SLOPE WASTEWATER TREATMENT PLANT IMPROVEMENTS  
 CITY OF MOLINE  
 ROCK ISLAND COUNTY, ILLINOIS

**JOB NO.**  
3876-002  
**PROJECT MGR.**  
TROY W. STINSON



**SHEET**  
30  
**05-CM1.04**

**From:** [Joey Metzloff](#)  
**To:** [Sebold, Tina](#)  
**Subject:** RE: CPR 005R  
**Date:** Wednesday, August 26, 2015 9:26:47 AM  
**Attachments:** [20150826091742.pdf](#)

---

See revised pricing. We have the caisson supplier scheduled to commence the installation of the caissons on Monday. (2) pieces of the 60" piping are being delivered this week to the site. We are working with Tobin/American to get the remainder of the pieces onsite ASAP. Right now we are being told November for the remainder of the delivery.

Joey Metzloff  
Williams Brothers Construction Inc.

---

**From:** Sebold, Tina [mailto:Tina.Sebold@strand.com]  
**Sent:** Tuesday, August 25, 2015 5:09 PM  
**To:** Joey Metzloff  
**Subject:** CPR 005R

Joey,

The costs for Tobin includes 9 SS brackets. I believe this should be 7. Please confirm and update the costs.

What is the updated schedule for the DIP installation?

Thank you,

Tina M. Sebold, P.E. | Senior Associate  
Strand Associates, Inc. | 910 W. Wingra Drive, Madison, WI 53901  
608-251-4843 Office | 608-251-2129, x-1077 Direct  
[www.strand.com](http://www.strand.com)



**WILLIAMS  
BROTHERS  
CONSTRUCTION, INC**

# Letter of Transmittal

**Item 3b**

Date May 18, 2015

**TO:** Strand Associates, Inc.  
910 West Wingra Drive  
Madison, WI 53715

**RE:** Moline North Slope  
007 1st Avenue  
Moline, Illinois 61265  
**Purchase Order No. CWA-478**

**ATTN:** Tina Sebold

**GENTLEMEN:**  
WE ARE SENDING YOU

- HEREWITH
- UNDER SEPARATE COVER
- BY MESSENGER

THE FOLLOWING DRAWINGS:

LATEST DATE	Submittal NO.	NO. OF COPIES	DESCRIPTION	VENDOR	STATUS
05/18/15		1	Access Control System Modifications	Tri City Electric	For Approval

- FOR YOUR APPROVAL AND/OR CORRECTION; RETURN \_\_\_\_\_ COPIES \_\_\_\_\_
- PROCEED WITH FABRICATION \_\_\_\_\_
- CORRECT AND RESUBMIT \_\_\_\_\_ COPIES \_\_\_\_\_
- FOR YOUR FILES AND/OR JOB USE \_\_\_\_\_
- FOR YOUR ESTIMATING USE; PLEASE PROVIDE US WITH YOUR PROPOSAL BY \_\_\_\_\_
- DELIVERY REQUIRED \_\_\_\_\_

**COMMENTS**

**C.C.** File \_\_\_\_\_  
Job \_\_\_\_\_  
\_\_\_\_\_

**WILLIAMS BROTHERS CONSTRUCTION INC.**

BY  \_\_\_\_\_  
Joey Metzloff

GENERAL CONTRACTOR P.O. Box 1366 / Peoria, Illinois 61654 / Phone (309) 688-0416 / Fax (309) 688-0891



**WILLIAMS  
BROTHERS**  
CONSTRUCTION, INC

# Contractor's / Subcontractor's Proposal Breakdown Summary

Date: 05/18/15

RFP No.

**Engineer:**

Strand Associates, Inc.  
910 West Wingra Drive  
Madison, WI 53715

**OWNER:** City of Moline

**PROJECT:** North Slope WWTP Improvements

**WBCI Project # 478**

**I DESCRIPTION OF CHANGE:**

~~Micropile Unit Price~~

**II SUMMARY OF DETAILED BREAKDOWN**

	Additions	Deletions	Net Total
A. MATERIAL-	\$0.00	\$0.00	\$0.00
B. LABOR-	\$0.00	\$0.00	\$0.00
C. EQUIPMENT	\$0.00	\$0.00	\$0.00
D. OTHER COSTS			
1. SAFETY		(1% of LABOR) - Deletion -0-	\$0.00
2. EXPENDABLE TOOLS		(2.5% of LABOR) - Deletion -0-	\$0.00
E. NET TOTAL		(A+B+C)	\$0.00
F. OVERHEAD AND PROFIT		(E x 15%) - Deletion -0-	\$0.00
G. TOTAL WORK PERFORMED BY CONTRACTOR		(Lines E+F+D1+D2)	\$0.00

**III CONTRACTOR'S MARK-UP ON WORK OF SUBCONTRACTORS**

Detailed Breakdowns and summaries from each contractor must be attached.

SUBCONTRACTOR: Firm Name	CONTRACT WORK: Description	PROPOSAL
1. Tri City Electric		(\$3,064.95)
2.		
3.		
4.		
H.		(\$3,064.95)
I. CONTRACTOR'S MARK-UP on work of subcontractors	(Line H x5%)	\$0.00
J. PROPOSAL	(Lines G+H+I)	(\$3,064.95)
K. BONDS	(.49% of PROPOSAL) - Deletion -0-	(\$15.02)
L. BUILDER'S RISK INSURANCE	(.38% of PROPOSAL) - Deletion -0	(\$11.65)

**IV TOTAL PROPOSAL**

M. TOTAL PROPOSAL for subject RFP <del>increase</del> (decrease) in contract amount	(\$3,092)
N. The work for this RFP will require and extension of time of <u>NA</u> Calendar Days.	

**CONTRACTOR**

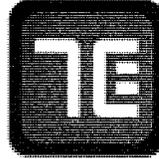
(SIGNATURE).....

**Joey Metzloff**

**Title:** Project Manager

**Date:** 05/18/15

Electrical Construction  
Residential Services  
Renewable Energy  
Power Testing Solutions  
Engineering & Integration  
Service  
Structured Cabling  
Security Solutions  
Telecommunications  
Audio/Visual



**Tri-City Electric Co.**  
Since 1895

6225 N. Brady Street  
Davenport, IA 52806  
telephone.563.322.7181  
fax.563.322.1643  
[www.tricityelectric.com](http://www.tricityelectric.com)

May 18, 2015

TO: Williams Brothers Construction, Inc.  
Mr. Joey Metzloff, Project Manager  
1200 E Kelly Ave.  
Peoria Heights, IL 61616

RE: North Slope WWTP Improvements – Access Control Credit.

Dear Joey:

Tri-City Electric Company would like to offer the following credit of <\$3,064.95> for the deletions of the removal of the server, keyboard, and monitor for the access control portion of the project.

Please feel free to contact me at this office with any questions.

Sincerely,

Andy Ernat  
Project Manager

**SimplexGrinnell**

**CHANGE ORDER REQUEST**

626 High Point Ln.  
East Peoria, IL 61611

Phone: (309) 694-8000  
Fax: (309) 694-8007

No. 982489901-001

Proposed by: Steven Gilmore

**TITLE:** Change Order Credit for reduced equipment

**DATE:** 5/11/2015

**PROJECT:** Moline North Slope WWTP

**JOB:** 982489901

**ATTN:** Andy Ernat - Tri-City Electric  
**TO:** Tri-City Electric Co  
6226 N Brady St  
Davenport IA 52806

**CONTRACT NO:** 123378/ 20B85790

**DESCRIPTION OF PROPOSAL**

- 1 Credit for equipment removed from project per email from Tina Sebold, Strand Associates on 5/8/15.
- 2 Server for access control, rack mounted keyboard, and LCD monitor
- 3 Reduction in labor also provided for the configuration of these components.
- 4 All items that this change order provides are listed below.
- 5
- 6

Item	Description	Stock#	Quant	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00001	INTEVO SERVER	INTEVO-ADV-3TB	1	EA	(2,090.00)	0.00%	0.00	(2,090.00)
00002	INTEVO RACK MOUNT KIT	INTEVO-ADV-RM	1	EA	(41.00)	-	-	(41.00)
00003	LCD MONITOR	ADLCD17GB	1	EA	(145.00)	-	-	(145.00)
00004	LCD RACK MOUNT	ADRK920B	1	EA	(86.00)	-	-	(86.00)
00005	KEYBOARD AND MOUSE	GU-KEYMS000	1	EA	(37.00)	-	-	(37.00)
00006	Commissioning Labor Disc	Labor	8	HR	(65.00)	-	-	(520.00)
00007			-		-	-	-	-
00008			-		-	-	-	-
00009			-		-	-	-	-
00010			-		-	-	-	-
00011			-		-	-	-	-
00012			-		-	-	-	-
00013			-		-	-	-	-
00014			-		-	-	-	-
00015			-		-	-	-	-
00016			-		-	-	-	-

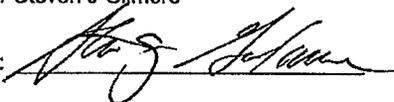
**Total** (\$2,919.00)

**APPROVAL:**

**ACCEPTANCE:**

PRINT: Steven J Gilmore

PRINT: \_\_\_\_\_

SIGN: 

SIGN: \_\_\_\_\_

DATE: 5/11/2015

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

## Joey Metzloff

---

**From:** Sebold, Tina [Tina.Sebold@strand.com]  
**Sent:** Friday, May 08, 2015 1:30 PM  
**To:** Gilmore, Steve; Ernat, Andy  
**Cc:** joey@wbci.us; gswanson@moline.il.us; Fortune, Robert; Zenz, Shane; Seehafer, Mary; Scott, Nathan; Bouchez, Cheryl; Vandevoort, Michael  
**Subject:** RE: Access Control review  
**Attachments:** North Slope recommendation from meeting 4-27-15.pdf

Steve and Andy,

Based on the access control meeting document attached and further communications with the owner, our response to the recommendations provided is as follows:

Item 1: Remove server, keyboard, and monitor from quoted package.

We agree. Please provide a credit for deleting these items.

Item 2: Remote access or control.

The owner does not wish to add this item to the project.

Contact us with questions.

Tina M. Sebold, P.E. | Senior Associate  
Strand Associates, Inc. | 910 W. Wingra Drive, Madison, WI 53901  
608-251-4843 Office | 608-251-2129, x-1077 Direct  
[www.strand.com](http://www.strand.com)

**From:** Gilmore, Steve [<mailto:StGilmore@simplexgrinnell.com>]  
**Sent:** Thursday, April 30, 2015 3:26 PM  
**To:** Ernat, Andy  
**Cc:** joey@wbci.us; gswanson@moline.il.us; Fortune, Robert; Zenz, Shane; Sebold, Tina; Seehafer, Mary; Scott, Nathan; Bouchez, Cheryl; Vandevoort, Michael  
**Subject:** RE: Access Control review

Andy,

On Monday I spoke with Nathan Scott and Gregory Swanson at Moline City Building. I have summarized our conversation and recommended some changes in the style of the access control system. These are suggestion that I have developed through my conversation with Nathan and Gregory.

Thank you,

\*\*\* Please note our address has changed \*\*\*

**Steven J Gilmore** / Project Manager / **SimplexGrinnell**  
Tel: +1 309 694 8000 / Direct: +1 309 229 2213 / Mobile: +1 309 208 5444  
686 High Point Ln. / East Peoria, IL 61611 / USA  
[stgilmore@simplexgrinnell.com](mailto:stgilmore@simplexgrinnell.com) / [www.simplexgrinnell.com](http://www.simplexgrinnell.com)

**tyco**  
SimplexGrinnell

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---

**From:** Seehafer, Mary [<mailto:Mary.Seehafer@strand.com>]  
**Sent:** Tuesday, April 21, 2015 1:52 PM  
**To:** Gilmore, Steve  
**Subject:** RE: Access Control review

Steve,

As we discussed on the phone, we do not need to be involved in the meeting if you could send both Shane Zenz and I a brief summary of the discussion afterward.

Thanks,  
Mary

---

**From:** Seehafer, Mary  
**Sent:** Tuesday, April 21, 2015 10:47 AM  
**To:** 'Gilmore, Steve'  
**Subject:** RE: Access Control review

Steve,

Shane Zenz or I intend on joining this meeting via phone conference if possible. However, neither of us are available on Monday - could we potentially reschedule for any time on Tuesday, 4/28?

Thank you,

Mary Seehafer

Strand Associates, Inc.  
Main: 608-251-4843  
Direct: 608-251-2129 ext. 1173

-----Original Appointment-----

**From:** Gilmore, Steve [<mailto:StGilmore@simplexgrinnell.com>]  
**Sent:** Monday, April 20, 2015 11:22 AM  
**To:** Gilmore, Steve; Scott, Nathan  
**Cc:** Ernat, Andy (Tri-City); Fortune, Robert; [joey@wbci.us](mailto:joey@wbci.us); Zenz, Shane; Seehafer, Mary; [gswanson@moline.il.us](mailto:gswanson@moline.il.us)  
**Subject:** Access Control review  
**When:** Monday, April 27, 2015 1:00 PM-2:00 PM (UTC-06:00) Central Time (US & Canada).  
**Where:** City Hall – 619 16th Street

When: Monday, April 27, 2015 1:00 PM-2:00 PM (UTC-06:00) Central Time (US & Canada).  
Where: City Hall – 619 16th Street

Note: The GMT offset above does not reflect daylight saving time adjustments.

\*~\*~\*~\*~\*~\*~\*~\*~\*~\*

Review of Kantech system, system connectivity, and operation for North Slope WWTP.

Nathan Scott | IT Manager | City of Moline | 619 16<sup>th</sup> Street | Moline, IL 61265  
office: 309.524.2292 | cell: 309.373.8111 | [nscott@moline.il.us](mailto:nscott@moline.il.us)

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SimplexGrinnell LP  
626 High Point Lane  
East Peoria IL 61611

P: 309.694.8000  
F: 309.694.8007  
www.simplexgrinnell.com

April 28, 2015

Project: North Slope WWTP  
Moline IL

Subject: Access control meeting

On April 27 a meeting was held at Moline City hall with Nathan Scott (IT Manager), Gregory Swanson (Utilities General Manager) both with the City of Moline and Steven Gilmore (PM) SimplexGrinnell.

The meeting purpose was to gather information about the current access control system and to determine how the customer is currently using the system.

The system is based from a server operated from the IT department at City Hall. All changes are made at City Hall for employee cards, controller operational changes and scheduling. All locations currently have KT 400 controllers that communicate over the customers' internal network structure using lease fiber or phone lines. Currently the North Slope facility has a fiber network in place and operating.

The customer stated that the controllers that are connected on fiber networks are stable and have few problems. The problems that are encountered the most are related to the gate operations and have been mechanical in nature.

The customer is currently operating from revision 6.01.53 software and 6.01.59 was introduced on June 18 2014 and is the last revision for the 6.01.XX software. The Kantech Entrypass software, Corporate Edition, has two remote seats to allow others to access the database and make changes as their granted rights allow.

From this information SimplexGrinnell would recommend following changes to the project:

1. Remove server, keyboard and monitor from the quoted package.  
The controllers have internal memory that allows them to "stand alone" and operate without communications to the server for a period of time. The KT-400 will hold 100,000 cards and 20,000 stored events in stand-alone mode. A second server would provide no real purpose and add a second layer of operation that could be troublesome. The database would still be required to be located on the City Hall server.
2. Remote access or control:  
An additional workstation seat could be purchase and loaded on a North Slope computer if limited control is desired (not currently at any locations) provided the computer would meet the minimum requirements.



Benefits:

The system would be configured with the KT-400 residing directly on the customers LAN as it is done at other locations providing a uniform network installation.

No new procedures or software to learn.

The system would only require only one static IP address – not two.

No additional software/ hardware would be installed on the customers' network system which would reduce software upgrades or hardware maintenance and eliminate the need for additional rack space.

Option:

A workstation license could be added to the system if local enrollment or control would be desired creating a more seamless operation. Workstation rights can be configured and changed by the Kantech software administrator.

Please let me know if you have any questions or comments.

Sincerely,

Steven J Gilmore  
Project Manager  
SimplexGrinnell

Direct: 309-229-2213

Cell: 309-208-5444



**Work Change Directive**

Directive No.: <u>002</u>		Contract No.: <u>1-2014</u>	
Owner: <u>City of Moline, IL</u>		By: <u>TMS</u>	
Contractor: <u>Williams Brothers Construction, Inc.</u>		Date: <u>07/14/2015</u>	
Description of Work	Cost Deduction	Cost Addition	
Costs for Option 2 on CPR-009 - see attached CPR and proposal.		\$5,190	
Leak testing to-date of Str-70 existing drains - see attached proposal.		\$974	
Total		<u>\$6,164</u>	
Remarks: The work for this WCD will not require a time extension - see attached email.			
Change in Contract Price by:			
<input type="checkbox"/> Supplemental Unit Price		<input checked="" type="checkbox"/> Unit Price	
		<input checked="" type="checkbox"/> Lump Sum	
Requested by: <u>Tina Sebold, Strand Associates</u>		<u>07/14/2015</u> Date	
Recommended by: <u></u> Tina Sebold, Strand Associates, Inc.® (Engineer)		<u>7/14/15</u> Date	
Accepted by: <u></u> Joey Metzloff, Williams Brothers Construction, Inc. (Contractor)		<u>7/20/15</u> Date	
Approved by: <u></u> Greg Swanson, City of Moline, IL (Owner)		<u>7/15/15</u> Date	

**--THIS FORM IS NOT A SUBSTITUTE FOR A PROPERLY PREPARED AND EXECUTED CHANGE ORDER--**



**WILLIAMS  
BROTHERS**  
CONSTRUCTION, INC

# Contractor's / Subcontractor's Proposal Breakdown Summary

Date: 07/14/15

RFP No. 009

**Engineer:**  
Strand Associates, Inc.  
910 West Wingra Drive  
Madison, WI 53715

**OWNER:** City of Moline  
**PROJECT:** North Slope WWTP Improvements

**WBCI Project # 478**

## I DESCRIPTION OF CHANGE:

CPR 009 (Structure 70 Drain Repair) - Cast Iron Pipe Lining

## II SUMMARY OF DETAILED BREAKDOWN

	Additions	Deletions	Net Total
A. MATERIAL-	\$0.00	\$0.00	\$0.00
B. LABOR-	\$0.00	\$0.00	\$0.00
C. EQUIPMENT	\$0.00	\$0.00	\$0.00
D. OTHER COSTS			
1. SAFETY		(1% of LABOR) - Deletion -0-	\$0.00
2. EXPENDABLE TOOLS		(2.5% of LABOR) - Deletion -0-	\$0.00
E. NET TOTAL		(A+B+C)	\$0.00
F. OVERHEAD AND PROFIT		(E x 15%) - Deletion -0-	\$0.00
G. TOTAL WORK PERFORMED BY CONTRACTOR		(Lines E+F+D1+D2)	\$0.00

## III CONTRACTOR'S MARK-UP ON WORK OF SUBCONTRACTORS

Detailed Breakdowns and summaries from each contractor must be attached.

SUBCONTRACTOR: Firm Name	CONTRACT WORK: Description	PROPOSAL
1. Hoerr Construction	Pipe Lining	\$4,900.00
2. _____	_____	\$0.00
3. _____	_____	\$0.00
4. _____	_____	\$0.00
H.		\$4,900.00
I. CONTRACTOR'S MARK-UP on work of subcontractors	(Line H x5%)	\$245.00
J. PROPOSAL	(Lines G+H+I)	\$5,145.00
K. BONDS	(.49% of PROPOSAL) - Deletion -0-	\$25.21
L. BUILDER'S RISK INSURANCE	(.38% of PROPOSAL) - Deletion -0	\$19.55

## IV TOTAL PROPOSAL

M. TOTAL PROPOSAL for subject RFP increase (decrease) in contract amount	<b>\$5,190</b>
N. The work for this RFP will require and extension of time of _____ Calendar Days.	

### CONTRACTOR

(SIGNATURE).....

**Joe Williams**

**Title:** Project Manager

**Date:** 07/14/15



UTILITY CONTRACTORS  
P.O. Box 10195  
1601-D W. Luthy Dr.  
Peoria, IL 61612

Office: (309) 691-6653  
Fax: (309) 691-6739

7/14/2015

Mr. Joe Williams  
Williams Brothers Construction, Inc.  
1200 E. Kelley Ave  
Peoria Heights, IL 61616

**Project:** 3" CIPP for the City of Moline, North Slope WWTP

**Hoerr Construction, Inc. to Provide**

- Cleaning and televising of pipe immediately prior to lining
  - Condition of the pipe must be good enough to allow cleaning tools and camera to pass through the pipe. Existing diameter must be an average of 2.5" or more or significant time and extra costs will be incurred for cleaning the pipe.
- Cured in Place Pipe (CIPP) for 3" Cast Iron
- All necessary equipment and labor for liner inversion & cure
- Post-lining televising with DVD video report

**Williams Brothers Construction to Provide**

- Water for pipe cleaning and lining operations
- Access to pipe being lined to include open access to both ends of the existing pipe.
  - If access locations are in an excavated area trench protection shall be provided per OSHA standards
  - Access for equipment around the ends of the pipe
- Any necessary bonds, permits, fees, association dues, special insurance coverage, surface restoration, erosion control, deflection testing, air testing, or staking



UTILITY CONTRACTORS  
P.O. Box 10195  
1601-D W. Luthy Dr.  
Peoria, IL 61612

Office: (309) 691-6653  
Fax: (309) 691-6739

**Notes**

- Due to the nature of this RFQ, we have not had the opportunity to perform a site visit and no plans or pictures of the location have been provided. If conditions exist that are substantially different than the verbal representations of the owner/general contractor, the project may be delayed or cancelled. Time and material charges will be incurred for any and all work actually performed.

**Total Project Price:**

- 5' of 3" CIPP, Lump Sum: **\$4,900.00**

Thank you for the opportunity to quote this pipe lining project. If you have any questions please call me at (309) 303-5664.

Sincerely,

Mike Kaisner, Sales Manager  
Hoerr Construction, Inc.

Accepted By:

\_\_\_\_\_

Print: \_\_\_\_\_  
(name) (title)

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



**WILLIAMS  
BROTHERS  
CONSTRUCTION, INC**

# Contractor's / Subcontractor's Proposal Breakdown Summary

Date: 07/14/15

RFP No.

**Engineer:**

Strand Associates, Inc.  
910 West Wingra Drive  
Madison, WI 53715

**OWNER:** City of Moline

**PROJECT:** North Slope WWTP Improvements

**WBCI Project # 478**

**I DESCRIPTION OF CHANGE:**

Leak Testing on Existing Drain System

**II SUMMARY OF DETAILED BREAKDOWN**

	Additions	Deletions	Net Total
A. MATERIAL-	\$0.00	\$0.00	\$0.00
B. LABOR-	\$0.00	\$0.00	\$0.00
C. EQUIPMENT	\$0.00	\$0.00	\$0.00
D. OTHER COSTS			
1. SAFETY		(1% of LABOR) - Deletion -0-	\$0.00
2. EXPENDABLE TOOLS		(2.5% of LABOR) - Deletion -0-	\$0.00
E. NET TOTAL		(A+B+C)	\$0.00
F. OVERHEAD AND PROFIT		(E x 15%) - Deletion -0-	\$0.00
G. TOTAL WORK PERFORMED BY CONTRACTOR		(Lines E+F+D1+D2)	\$0.00

**III CONTRACTOR'S MARK-UP ON WORK OF SUBCONTRACTORS**

Detailed Breakdowns and summaries from each contractor must be attached.

SUBCONTRACTOR: Firm Name	CONTRACT WORK: Description	PROPOSAL
1. Tobin - 800 Plus 15% O&P	Mechanical	\$920.00
2. _____	_____	\$0.00
3. _____	_____	\$0.00
4. _____	_____	\$0.00
H.		\$920.00
I. CONTRACTOR'S MARK-UP on work of subcontractors	(Line H x5%)	\$46.00
J. PROPOSAL	(Lines G+H+I)	\$966.00
K. BONDS	(.49% of PROPOSAL) - Deletion -0-	\$4.73
L. BUILDER'S RISK INSURANCE	(.38% of PROPOSAL) - Deletion -0	\$3.67

**IV TOTAL PROPOSAL**

M. TOTAL PROPOSAL for subject RFP increase (decrease) in contract amount	<b>\$974</b>
N. The work for this RFP will require and extension of time of _____ Calendar Days.	

**CONTRACTOR**

(SIGNATURE).....

**Joe Williams**

**Title:** Project Manager

**Date:** 07/14/15



Cost Proposal Request  
North Slope WWTP Improvements  
City of Moline  
Contract 1-2014  
July 10, 2015

COST PROPOSAL NO.: 009

TO: Williams Brothers Construction Inc.  
ISSUED BY: Tina Sebold

DISTRIBUTION

Joey Metzloff	Williams Brothers Construction
Greg Swanson	City of Moline
Rob Fortune	Strand Associates, Inc.®

Please submit an itemized quotation for changes in the Contract Price and Time incidental to proposed modifications to the Contract Documents described herein.

**THIS IS NOT A CHANGE ORDER NOR A DIRECTIVE TO PROCEED WITH THE WORK DESCRIBED HEREIN.**

**Drawings 70-P1.01 (Sheet 109) and 70-P7.01 (Sheet 110)**

**Provide a cost proposal for each option to repair the leaking portion of the existing 3-inch drain in the basement of Structure 70.**

- 009-1 Remove and replace the existing 3-inch drain approximately 4'-3" in length from the west edge of the existing structure to the existing valve vault. Connect drain to the existing 3-inch drain and the new 4-inch drain. Pipe shall be in accordance with specifications. Cost shall include all necessary excavation, saw cutting, and floor replacement.
- 009-2 Provide an in-situ pipe lining for the existing 3-inch drain approximately 4'-3" in length from the west edge of the existing structure to the existing valve vault. Contractor shall determine their preferred method of pipe lining and provide details to the method selected in the cost proposal.
- 009-3 Insert a 2 1/2-inch drain pipe inside the existing 3-inch pipe approximately 4'-3" in length from the west edge of the existing structure to the existing valve vault. Seal annular space between the existing pipe and new pipe water-tight. Connect drain to the existing 3-inch drain and the new 4-inch drain.

**Sebold, Tina**

---

**From:** Joe Williams <joew@wbci.us>  
**Sent:** Tuesday, July 14, 2015 4:40 PM  
**To:** Sebold, Tina  
**Subject:** RE: Moline - CPR 009 (Structure 70 Drain Repair)

Tina,

You can list it in the remarks. This will not delay the project's completion.

Thanks,

Joe Williams

---

**From:** Sebold, Tina [mailto:Tina.Sebold@strand.com]  
**Sent:** Tuesday, July 14, 2015 2:07 PM  
**To:** Joe Williams  
**Subject:** RE: Moline - CPR 009 (Structure 70 Drain Repair)

Joe,

Can I assume the time extension is 0 since it is not filled in? Please submit new proposals with this filled in or I can list it in the remarks on the WCD.

Thanks

Tina M. Sebold, P.E. | Senior Associate  
Strand Associates, Inc. | 910 W. Wingra Drive, Madison, WI 53901  
608-251-4843 Office | 608-251-2129, x-1077 Direct  
[www.strand.com](http://www.strand.com)

---

**From:** Joe Williams [mailto:joew@wbci.us]  
**Sent:** Tuesday, July 14, 2015 10:32 AM  
**To:** Sebold, Tina  
**Cc:** [gswanson@moline.il.us](mailto:gswanson@moline.il.us); Fortune, Robert; 'Joey Metzloff'; [nmullen.wbci@gmail.com](mailto:nmullen.wbci@gmail.com)  
**Subject:** RE: Moline - CPR 009 (Structure 70 Drain Repair)

Tina,

Attached are two (2) proposals that we spoke of yesterday. The first is for CPR 009 – Structure 70 Drain Repair. The second is for the T&M work performed by Tobin Brothers (it looked like the 800 you stated for Tobin was not including their O&P – the numbers worked when we included it). Please review and advise how we should proceed.

Thanks,

Joe Williams  
Williams Brothers Construction Inc.  
P.O. Box 1366  
Peoria, IL 61654



**WILLIAMS  
BROTHERS**  
CONSTRUCTION, INC

# Letter of Transmittal

Item 3d

Date August 20, 2015

**TO:** Strand Associates, Inc.  
910 West Wingra Drive  
Madison, WI 53715

**RE:** Moline North Slope  
007 1st Avenue  
Moline, Illinois 61265  
**Purchase Order No. CWA-478**

**ATTN:** Tina Sebold

**GENTLEMEN:**  
WE ARE SENDING YOU

- HEREWITH
- UNDER SEPARATE COVER
- BY MESSENGER

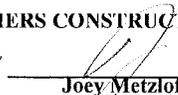
THE FOLLOWING DRAWINGS:

LATEST DATE	Submittal NO.	NO. OF COPIES	DESCRIPTION	VENDOR	STATUS
08/20/15		1	Proposal No. 10- Slip Knot Surface on Aluminum Plank	WBCI	For Approval

- FOR YOUR APPROVAL AND/OR CORRECTION; RETURN \_\_\_\_\_ COPIES \_\_\_\_\_
- PROCEED WITH FABRICATION \_\_\_\_\_
- CORRECT AND RESUBMIT \_\_\_\_\_ COPIES \_\_\_\_\_
- FOR YOUR FILES AND/OR JOB USE \_\_\_\_\_
- FOR YOUR ESTIMATING USE; PLEASE PROVIDE US WITH YOUR PROPOSAL BY \_\_\_\_\_
- DELIVERY REQUIRED \_\_\_\_\_

**COMMENTS**

**C.C.** File \_\_\_\_\_  
Job \_\_\_\_\_  
\_\_\_\_\_

**WILLIAMS BROTHERS CONSTRUCTION INC.**  
BY  \_\_\_\_\_  
**Joey Metzloff**



**WILLIAMS  
BROTHERS  
CONSTRUCTION, INC**

# Contractor's / Subcontractor's Proposal Breakdown Summary

Date: 08/19/15

RFP No. 10

**Engineer:**  
Strand Associates, Inc.  
910 West Wingra Drive  
Madison, WI 53715

**OWNER:** City of Moline  
**PROJECT:** North Slope WWTP Improvements

**WBCI Project # 478**

**I DESCRIPTION OF CHANGE:**  
Slip Knot Surface on the Aluminum Plank

**II SUMMARY OF DETAILED BREAKDOWN**

	Additions	Deletions	Net Total
A. MATERIAL-	\$4,500.00	\$0.00	\$4,500.00
B. LABOR-	\$0.00	\$0.00	\$0.00
C. EQUIPMENT	\$0.00	\$0.00	\$0.00
D. OTHER COSTS			
1. SAFETY		(1% of LABOR) - Deletion -0-	\$0.00
2. EXPENDABLE TOOLS		(2.5% of LABOR) - Deletion -0-	\$0.00
E. NET TOTAL		(A+B+C)	\$4,500.00
F. OVERHEAD AND PROFIT		(E x 15%) - Deletion -0-	\$675.00
G. TOTAL WORK PERFORMED BY CONTRACTOR		(Lines E+F+D1+D2)	\$5,175.00

**III CONTRACTOR'S MARK-UP ON WORK OF SUBCONTRACTORS**

Detailed Breakdowns and summaries from each contractor must be attached.

SUBCONTRACTOR: Firm Name	CONTRACT WORK: Description	PROPOSAL
1. _____	_____	\$0.00
2. _____	_____	\$0.00
3. _____	_____	\$0.00
4. _____	_____	\$0.00
H.		\$0.00
I. CONTRACTOR'S MARK-UP on work of subcontractors	(Line H x5%)	\$0.00
J. PROPOSAL	(Lines G+H+I)	\$5,175.00
K. BONDS	(.49% of PROPOSAL) - Deletion -0-	\$25.36
L. BUILDER'S RISK INSURANCE	(.38% of PROPOSAL) - Deletion -0	\$19.67

**IV TOTAL PROPOSAL**

M. TOTAL PROPOSAL for subject RFP increase ( <del>decrease</del> ) in contract amount	<b>\$5,220</b>
N. The work for this RFP will require and extension of time of <u>0</u> Calendar Days.	

**CONTRACTOR**

(SIGNATURE).....

**Joey Metzloff**

**Title:** Project Manager

**Date:** 08/19/15

# HOWARD STEEL L.L.C.



PHONE (563) 323-8081

2343 ROCKINGHAM ROAD DAVENPORT, IOWA 52802

## HOWARD STEEL L.L.C.

2343 Rockingham Road | Davenport, Iowa 52802

Ph: (563) 323-8081 | Fax: (563) 323-2315

Email: [cm\\_fox@howardsteel.com](mailto:cm_fox@howardsteel.com)

Website: [www.howardsteel.com](http://www.howardsteel.com)

Date: July 28, 2015

Due Date:

**Project: North Slope WWTP**

**Location: Moline, IL.**

We are pleased to submit our quotation for Items Only listed below:

Add Slip-Not to the surface of the Aluminum Plank area's

**Add \$4,500.00 to the price or about \$18.00/Sq. Ft.**

### Included:

\* Shop Coat Enamel Primer Unless Noted Otherwise

### Exclusions/Qualifications:

\* Rebar, grout, shims.

\* Field measurements

\* Steel erection / installation

\* Engineering

### Terms and Conditions :

\* Prices Good for 30 days.

\* No Back Charges without our approval

\* No Shot Gun Clauses (ie. "as Required or as Necessary)

\* Net 30 days

\* Material only as listed above

\* No liquidated Damages

All as per plans and specifications though addenda No. \_\_\_\_\_ By: \_\_\_\_\_  
F.O.B. our shop, Davenport, Iowa with freight allowed to Job Site

**For the sum of: \$ XXX.00     State and Local taxes not included.**

WE APPRECIATE THE OPPORTUNITY OF SUBMITTING THIS AND LOOK FORWARD TO BEING OF SERVICE TO YOU

HOWARD STEEL LLC

Charles Fox



Cost Proposal Request  
North Slope WWTP Improvements  
City of Moline  
Contract 1-2014  
July 22 , 2015

COST PROPOSAL NO.: 010

TO: Williams Brothers Construction Inc.  
ISSUED BY: Tina Sebold

DISTRIBUTION

Joey Metzloff	Williams Brothers Construction
Greg Swanson	City of Moline
Rob Fortune	Strand Associates, Inc.®

Please submit an itemized quotation for changes in the Contract Price and Time incidental to proposed modifications to the Contract Documents described herein.

**THIS IS NOT A CHANGE ORDER NOR A DIRECTIVE TO PROCEED WITH THE WORK DESCRIBED HEREIN.**

**Specification Section 05531.2.04 Aluminum Floor Plank, Drawing 10-ASM1.03 (Sheet 37)**

010-1 Provide SlipNOT® aluminum, Grade 2 (medium) surface, manufactured by SlipNOT Metal Safety Flooring, a Division of W.S. Molnar Company, on punched and un-punched aluminum floor plank. Provide a unit price for the surface and total cost.



Work Change Directive

Directive No.: <u>004</u>		Contract No.: <u>1-2014</u>	
Owner: <u>City of Moline, IL</u>		By: <u>TMS</u>	
Contractor: <u>Williams Brothers Construction, Inc.</u>		Date: <u>08/12/15</u>	
Description of Work		Cost Deduction	Cost Addition
Provide and install reinforcing in channel fillets in Str-10 as shown on attached sections.			\$1,101
Total			<u>\$1,101</u>
Remarks: Detail sections and proposal are attached.			
Change in Contract Price by:			
<input type="checkbox"/> Supplemental Unit Price		<input type="checkbox"/> Unit Price	
<input checked="" type="checkbox"/> Lump Sum			
Requested by: <u>Tina Sebold, Strand Associates</u>		<u>08/12/15</u> Date	
Recommended by: <u><i>Tina Sebold</i></u> <u>Tina Sebold, Strand Associates, Inc.®</u> (Engineer)		<u>08/12/15</u> Date	
Accepted by: <u><i>Joey Metzloff</i></u> <u>Joey Metzloff, Williams Brothers Construction, Inc.</u> (Contractor)		<u>8/12/15</u> Date	
Approved by: <u><i>Greg Swanson</i></u> <u>Greg Swanson, City of Moline, IL</u> (Owner)		<u>8/12/15</u> Date	

--THIS FORM IS NOT A SUBSTITUTE FOR A PROPERLY PREPARED AND EXECUTED CHANGE ORDER--



**WILLIAMS  
BROTHERS**  
CONSTRUCTION, INC

# Contractor's / Subcontractor's Proposal Breakdown Summary

Date: 08/12/15

RFP No.

**Engineer:**  
Strand Associates, Inc.  
910 West Wingra Drive  
Madison, WI 53715

**OWNER:** City of Moline  
**PROJECT:** North Slope WWTP Improvements

**WBCI Project # 478**

**I DESCRIPTION OF CHANGE:**  
Rebar for fillets

**II SUMMARY OF DETAILED BREAKDOWN**

	Additions	Deletions	Net Total
A. MATERIAL-	\$140.00	\$0.00	\$140.00
B. LABOR-	\$640.00	\$0.00	\$640.00
C. EQUIPMENT	\$150.00	\$0.00	\$150.00
D. OTHER COSTS			
1. SAFETY		(1% of LABOR) - Deletion -0-	\$6.40
2. EXPENDABLE TOOLS		(2.5% of LABOR) - Deletion -0-	\$16.00
E. NET TOTAL		(A+B+C)	\$930.00
F. OVERHEAD AND PROFIT		(E x 15%) - Deletion -0-	\$139.50
G. TOTAL WORK PERFORMED BY CONTRACTOR		(Lines E+F+D1+D2)	\$1,091.90

**III CONTRACTOR'S MARK-UP ON WORK OF SUBCONTRACTORS**

Detailed Breakdowns and summaries from each contractor must be attached.

SUBCONTRACTOR: Firm Name	CONTRACT WORK: Description	PROPOSAL
1. _____	_____	\$0.00
2. _____	_____	\$0.00
3. _____	_____	\$0.00
4. _____	_____	\$0.00
H.		\$0.00
I. CONTRACTOR'S MARK-UP on work of subcontractors	(Line H x5%)	\$0.00
J. PROPOSAL	(Lines G+H+I)	\$1,091.90
K. BONDS	(.49% of PROPOSAL) - Deletion -0-	\$5.35
L. BUILDER'S RISK INSURANCE	(.38% of PROPOSAL) - Deletion -0	\$4.15

**IV TOTAL PROPOSAL**

M. TOTAL PROPOSAL for subject RFP <del>increase</del> (decrease) in contract amount	<b>\$1,101</b>
N. The work for this RFP will require and extension of time of _____ Calendar Days.	

**CONTRACTOR**

(SIGNATURE).....

**Title:** Project Manager

**Date:** 08/12/15

**Joey Metzloff**



WILLIAMS BROTHERS CONSTRUCTION INC.

BUILDING INFLOW

ESTIMATOR JM

LOCATION \_\_\_\_\_

GENERAL CONTRACTOR

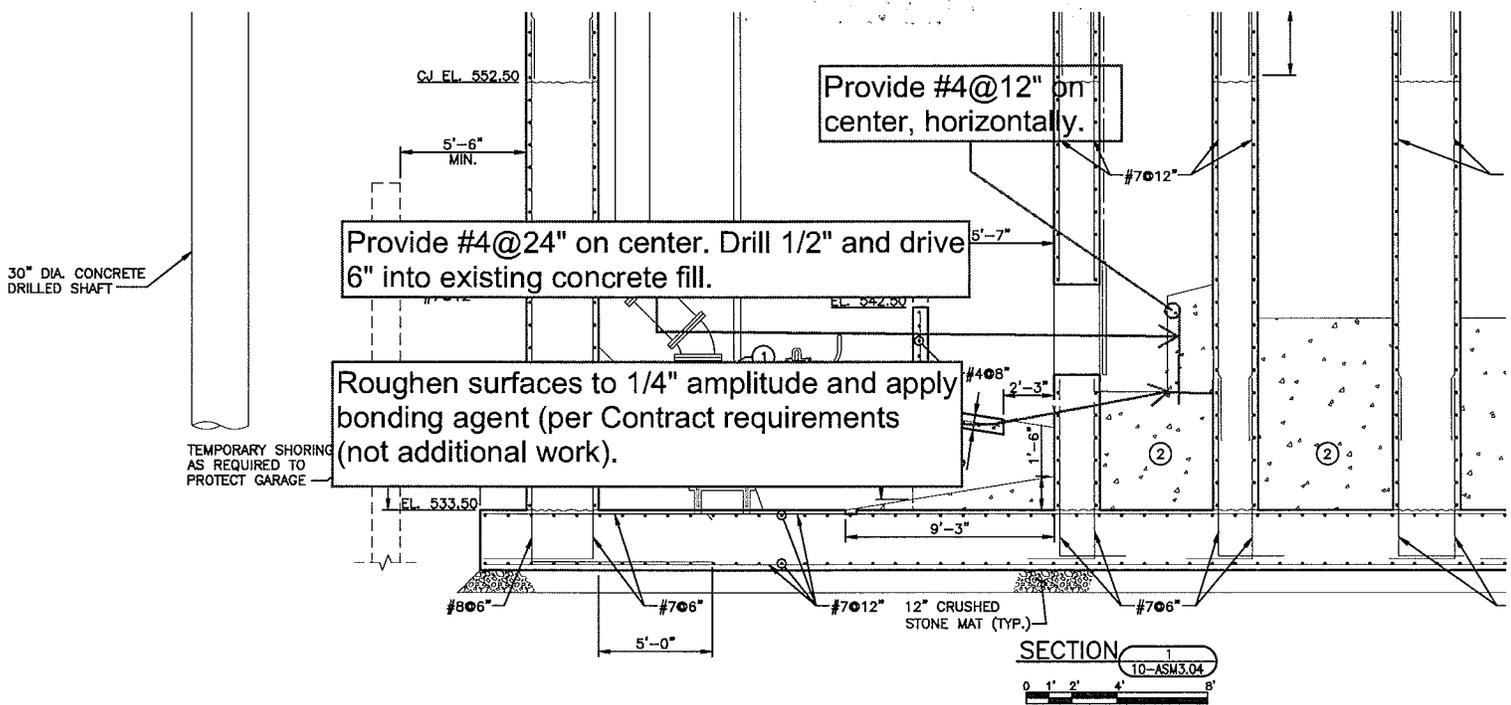
CHECKER JM

SHEET NO 101

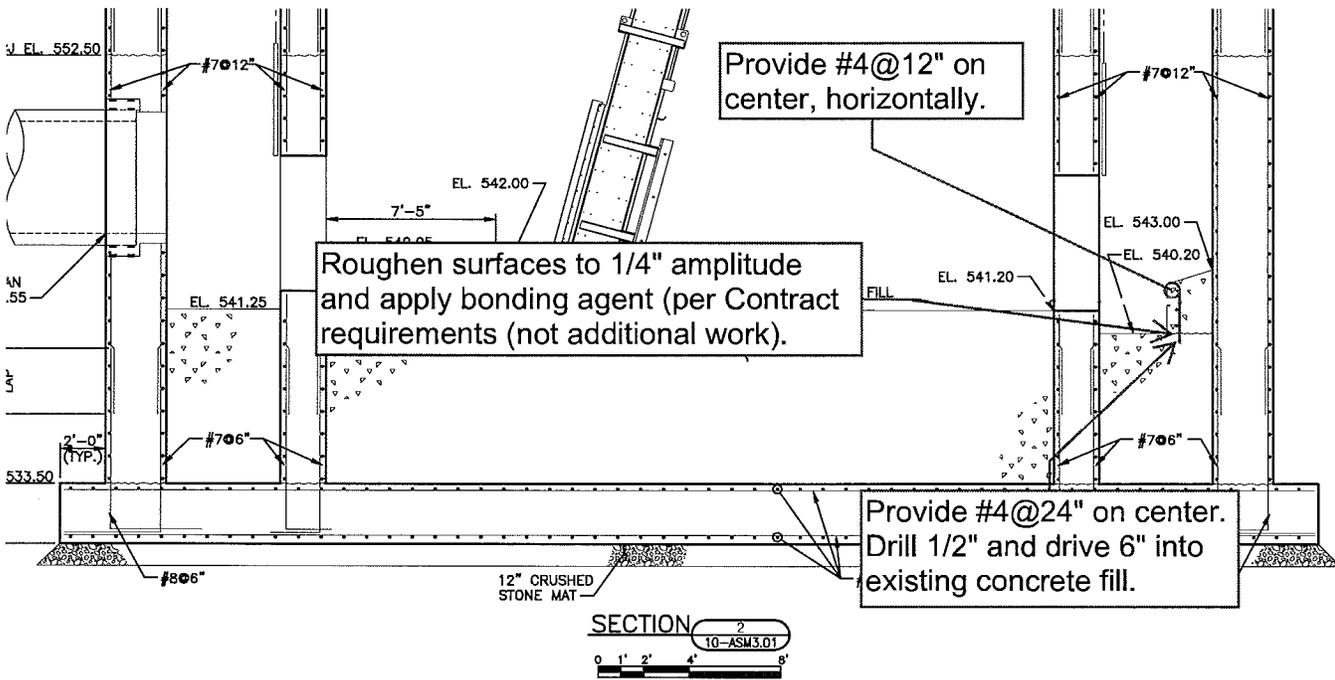
PEORIA, ILLINOIS

DATE 2/12/15

DESCRIPTION OF WORK	NO PIECES	DIMENSIONS		EXTENSIONS		EXTENSIONS	UNIT PRICE M <sup>2</sup> L	TOTAL ESTIMATED MATERIAL COST		UNIT PRICE LABOR	TOTAL ESTIMATED LABOR COST	
INFLOW BRIDGE PIERS												
MARBLE						10 hr				64		64.0
HAMMER DRILL						6 hr	25	1.50				
MARBLE			± 140"					1.40				



Drwg 10-ASM3.04



Drwg 10-ASM3.01

**INFLUENT PUMPING STATION AND SCREENIN  
SECTIONS - 1**

NORTH SLOPE WASTEWATER TREATMENT PLANT IMPROV  
CITY OF MOLINE

JOB NO.  
3876-002  
PROJECT MGR.  
TROY W. STINSON

**From:** [Joey Metzloff](#)  
**To:** [Sebold, Tina](#)  
**Subject:** RE: Moline- Fillets  
**Date:** Wednesday, August 12, 2015 7:37:50 AM

---

Confirmed.

Joey Metzloff  
Williams Brothers Construction Inc.

---

**From:** Sebold, Tina [mailto:Tina.Sebold@strand.com]  
**Sent:** Wednesday, August 12, 2015 7:37 AM  
**To:** Joey Metzloff  
**Subject:** RE: Moline- Fillets

Joey,  
Please confirm item N. for time extension should be '0 Calendar Days'.

Thank you,

Tina M. Sebold, P.E. | Senior Associate  
Strand Associates, Inc. | 910 W. Wingra Drive, Madison, WI 53901  
608-251-4843 Office | 608-251-2129, x-1077 Direct  
[www.strand.com](http://www.strand.com)

---

**From:** Joey Metzloff [mailto:joey@wbci.us]  
**Sent:** Wednesday, August 12, 2015 6:58 AM  
**To:** Sebold, Tina <[Tina.Sebold@strand.com](mailto:Tina.Sebold@strand.com)>  
**Subject:** Moline- Fillets

Attached is the revised pricing. Please let us know when we can proceed.

Joey Metzloff  
Williams Brothers Construction Inc.  
Project Manager  
P.O. Box 1366  
Peoria, IL 61654  
Ph: 309-688-0416  
Fax: 309-688-0891  
Cell: 309-303-3748  
[joey@wbci.us](mailto:joey@wbci.us)

**PLEASE NOTE:** This e-mail message and any documents accompanying this transmission may contain privileged and/or confidential information and is intended solely for the addressee (s) named above. If you are not the intended addressee/recipient, you are hereby notified that any use of, disclosure, copying, distribution, or reliance on the contents of this e-mail information is strictly prohibited and may result in legal action against you. Please reply to the sender advising of the error in transmission and immediately delete/destroy the message and any accompanying documents.

**Supplemental Cost Estimate**

North Slope WWTP Improvements ■ Moline, IL  
 September 1, 2015 ■ Terracon Project No. 07141157



**SUPPLEMENTAL COST ESTIMATE**

Service Type	No. of Services	Hr(s)/service	Rate	Unit	Cost
<b>EARTHWORK OBSERVATION AND TESTING</b>					
<b>Field Technician</b>					
Site Grading Fill Placement	20	1.00	\$50.00	hour	\$1,000.00
Foundation Wall Backfill Placement	50	1.00	\$50.00	hour	\$2,500.00
Pavement & Floor Slab Subgrade Preparation	10	1.00	\$50.00	hour	\$500.00
Granular Base Placement	10	1.00	\$50.00	hour	\$500.00
<b>Trip Charge</b>					
Technician	90		\$25.00	visit	\$2,250.00
<b>Field Equipment</b>					
Nuclear Density Gauge	90		\$40.00	day	\$3,600.00
<b>Subtotal =</b>					<b>\$10,350.00</b>

<b>LABORATORY SOIL / AGGREGATE TESTING</b>					
Standard Proctor	5		\$140.00	each	\$700.00
Rock Correction	2		\$30.00	each	\$60.00
Atterberg Limits	3		\$65.00	each	\$195.00
Aggregate Gradation (include #200 wash)	2		\$160.00	each	\$320.00
<b>Subtotal =</b>					<b>\$1,275.00</b>

<b>DRILLED SHAFT INSTALLATION OBSERVATION</b>					
<b>Deep Foundation Technician</b>					
Drilled Shaft Observation	45	8.00	\$60.00	hour	\$21,600.00
Drilled Shaft Observation (OT)	45	2.00	\$90.00	hour	\$8,100.00
<b>Trip Charge</b>					
Technician	45		\$25.00	visit	\$1,125.00
<b>Subtotal =</b>					<b>\$30,825.00</b>

**Supplemental Cost Estimate**

North Slope WWTP Improvements ■ Moline, IL  
 September 1, 2015 ■ Terracon Project No. 07141157



**SUPPLEMENTAL COST ESTIMATE**

Service Type	No. of Services	Hr(s)/service	Rate	Unit	Cost
<b>PROJECT MANAGEMENT</b>					
<b>Project Administration</b>					
Project Coordinator	15		\$70.00	hour	\$1,050.00
Project Engineer/Manager	60		\$100.00	hour	\$6,000.00
Senior Project Engineer/Manager	10		\$125.00	hour	\$1,250.00
<b>Trip Charge* (Project meetings, Safety Orientation, etc.)</b>					
Project Engineer/Manager	6		\$25.00	visit	\$150.00
			<b>Subtotal =</b>		<b>\$8,450.00</b>

**ESTIMATED SUPPLEMENTAL COST ESTIMATE**

**ESTIMATED TOTAL = \$50,900.00**

<b>Original Testing Allowance</b>	<b>\$125,000</b>
<b>Estimated Total for services thru 8/31</b>	<b>\$110,000</b>
<b>Estimated Supplemental Cost Estimate</b>	<b>\$50,900</b>
<b>Estimated Total Project Cost</b>	<b>\$160,900</b>
<b>Contingency (approx. 15%)</b>	<b>\$24,100</b>
<b>New Estimated Total Project Cost</b>	<b>\$185,000</b>

Council Bill/Resolution No. 1118-2015

Sponsor: \_\_\_\_\_

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to enter into an Agreement for the disposal of refuse, sludge, yard waste, and bulk tree waste with Republic Services, Upper Rock Island County Landfill, for five years beginning January 1, 2016, and ending December 31, 2020.

WHEREAS, the current refuse, sludge, yard waste, and bulk tree waste agreement with Millennium Waste Incorporated (MWI) will expire December 31, 2015; and

WHEREAS, Republic Services, Upper Rock Island County Landfill, submitted the lowest responsive and responsible proposal for the disposal of refuse, sludge, yard waste, and bulk tree waste; and

WHEREAS, sufficient funds are budgeted in Contractual Services Accounts.

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

That the Mayor and City Clerk are hereby authorized to enter into an Agreement for the disposal of refuse, sludge, yard waste, and bulk tree waste with Republic Services, Upper Rock Island County Landfill, for five years beginning January 1, 2016, and ending December 31, 2020; provided, however, that said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
October 6, 2015

\_\_\_\_\_  
Date

Passed: October 6, 2015

Approved: October 13, 2015

Attest: \_\_\_\_\_

City Clerk

Approved as to Form:

By: \_\_\_\_\_

City Attorney

## AGREEMENT

This agreement (this "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the CITY OF MOLINE, hereinafter referred to as the "City", and UPPER ROCK ISLAND COUNTY LANDFILL, INC., an Illinois corporation with its offices at 17201 20<sup>th</sup> Avenue North, East Moline, IL 61244, hereinafter referred to as "Republic."

WHEREAS, the City is interested in entering into a contract for the disposal of refuse, sludge, yard waste and bulk tree waste at an Illinois Environmental Protection Agency (IEPA) approved and permitted landfill; and

WHEREAS, Republic is the owner of an IEPA approved and permitted landfill and is willing to enter into an agreement to receive refuse, sludge, yard waste and bulk tree waste from the City under certain terms and conditions as hereinafter set forth.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO, IN CONSIDERATION OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN, as follows:

### **1. Location of site**

Republic shall maintain an IEPA approved landfill permitted to accept the City's refuse, sludge and yard waste for disposal at 17201 20<sup>th</sup> Avenue North, East Moline, IL 61244, hereinafter "Landfill Site," during the term of this Agreement.

### **2. Site Office**

Republic shall maintain and staff an office at or near the Landfill Site, which can be contacted by telephone by the City, during the hours the site is open for business. Republic shall also provide the City with a telephone number where Republic's local management can be contacted during on-business hours in case of emergencies.

### **3. Site Operations; Definitions**

(A) At all times during the term of the Agreement, Republic shall conduct all activities and operations of and relating to the Landfill Site in accordance with all applicable local, state and federal laws and regulations ("Applicable Law"). Republic shall furnish space at the Landfill Site for the disposal of refuse, sludge, yard waste and bulk tree waste collected by the City in sufficient capacity to accept all refuse, sludge, yard waste and bulk tree waste the City determines to submit to the Landfill Site. As used herein, the term "refuse" shall mean waste (defined below), including without limitation, trash, rubbish, garbage, paper, and other solid waste, excluding mining, junk motor vehicles, tires, radioactive, volatile, highly flammable, explosive, toxic or hazardous waste, and all other Excluded Waste.

(B) Definitions. For purposes of this Agreement, the following terms shall have the meanings provided below:

“Excluded Waste.” Waste specifically excludes hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic hazardous waste as defined by Applicable Law or any otherwise regulated waste (“Excluded Waste”). Hazardous waste includes, but is not limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to RCRA, and including future amendments thereto, and any other Applicable Law. In addition, any Special Waste that does not conform to the Special Waste Profile supplied by City is Excluded Waste.

“Special Waste.” Special Waste is any nonhazardous waste delivered by City which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment. Special Waste must conform in all respects with a Republic-approved Special Waste Profile. Special Waste includes, but is not limited to, sludge.

“Special Waste Profile.” Republic’s form of documentation that City must complete, and Republic must approve, with respect to any Special Waste prior to Republic’s acceptance of such Special Waste.

“waste.” Waste is any nonhazardous solid waste delivered by the City that is not excluded by the provisions of this Agreement. Waste shall not include any Excluded Waste.

#### **4. Special Waste; Title to Waste.**

(A) Special Waste. For each Special Waste Republic is asked to manage under this Agreement, the City shall utilize Republic’s approved Special Waste Profile, signed by an authorized City officer or City’s authorized senior on-site manager responsible for environmental compliance, containing a complete and accurate description of the waste stream, including the generating process and chemical and physical characteristics.

(i) City warrants that all information in the Special Waste Profile is true and correct, and City understands that Republic will rely solely upon written information provided by City in the Special Waste Profile. City agrees that City, not Republic, shall be responsible for any liability arising from errors or omissions in the Special Waste Profile. Republic, in its discretion, also may request a sample and full analytical characterization be supplied for each Special Waste.

(ii) Upon successful conclusion of the waste characterization approval process, City shall thereafter update the Special Waste Profile (1) upon request of Republic or (2)

immediately upon any change in the composition, generating process or characteristics of the waste. City agrees, upon written request of Republic, to provide a Special Waste Profile or, in Republic's discretion, a representative sample and full analytical characterization of any waste to Republic or others in connection with the proper management of the Special Waste.

(iii) City warrants that it has sufficient knowledge and information to ensure that the Special Waste Profile provided is true and correct at the time of tender of every load of Special Waste and that each load of Special Waste tendered for management by Republic (1) shall be fully and precisely described in a Special Waste Profile; (2) shall conform to the information provided in the Special Waste Profile; and (3) shall not contain any hazardous waste or Excluded Waste.

(B) Title to Waste. Republic shall acquire title to the waste and Special Waste when it is deposited at a facility or the working face of a disposal site owned or operated by Republic. Notwithstanding anything to the contrary set forth in this Agreement or otherwise, title to and liability for any Excluded Waste shall remain with City and shall at no time pass to Republic. Deposit of any Excluded Waste at any Republic facility shall not be deemed to vest title to any Excluded Waste in Republic. If title is deemed vested in Republic, Republic shall have the right to revoke acceptance of any waste at any time such waste is discovered to be or contains Excluded Waste.

## **5. Contract Terms**

The term of this Agreement shall be for five years beginning January 1, 2016, and ending on December 31, 2020.

## **6. Weighing of Trucks**

Republic will provide the necessary facilities so the weight of each truck and its contents can be determined. Weigh tickets shall be provided to the City at the time of weighing.

The cost for weighing trucks shall be incidental to the cost for disposing refuse and sludge.

## **7. Fee Structure**

The billing rate per ton shall be based on tons measured at the Landfill Site gate.

### **Fee Schedule for Refuse**

<b>01/01/2016 through 12/31/2016 -</b>	<b>\$15.95</b>
<b>01/01/2017 through 12/31/2017 -</b>	<b>\$15.95</b>
<b>01/01/2018 through 12/31/2018 -</b>	<b>\$16.43</b>
<b>01/01/2019 through 12/31/2019 -</b>	<b>\$16.92</b>
<b>01/01/2020 through 12/31/2020 -</b>	<b>\$17.43</b>

**Fee Schedule for Sludge**

01/01/2016 through 12/31/2016 -	\$12.50
01/01/2017 through 12/31/2017 -	\$12.50
01/01/2018 through 12/31/2018 -	\$12.88
01/01/2019 through 12/31/2019 -	\$13.27
01/01/2020 through 12/31/2020 -	\$13.67

**Fee Schedule for Yard Waste**

01/01/2016 through 12/31/2016 -	\$29.00
01/01/2017 through 12/31/2017 -	\$29.00
01/01/2018 through 12/31/2018 -	\$29.87
01/01/2019 through 12/31/2019 -	\$30.77
01/01/2020 through 12/31/2020 -	\$31.68

**Fee Schedule for Bulk Tree Waste**

01/01/2016 through 12/31/2016 -	\$30.00
01/01/2017 through 12/31/2017 -	\$30.00
01/01/2018 through 12/31/2018 -	\$30.90
01/01/2019 through 12/31/2019 -	\$31.83
01/01/2020 through 12/31/2020 -	\$32.79

These prices include all applicable taxes or fees charged by the state or county. No fees will be applied to the sludge unless required by regulation in the future. The City shall pay its proportionate share of these taxes and fees to Republic 1 for remittance to the State of Illinois and Rock Island County. Once remitted to Republic, payment of the taxes and fees shall solely be Republic's responsibility and Republic shall indemnify the City and hold the City harmless from and against any claims relating to such taxes or fees, which Republic is or may be required to pay.

**8. Resident Drop Off Site**

Republic shall charge residents of the City of Moline \$25 per pick-up truck size load for individual residential disposal of refuse and yard waste at a drop off site at the Landfill Site.

**9. Billings**

Billings shall be made monthly by Republic in a written form acceptable to the City. Payment will be due within 45 days of the receipt by the City of Republic's billing statement.

**10. Performance Bond**

Republic shall furnish a performance bond from a corporate surety acceptable to the City, which guarantees the performance of this Agreement. The bond shall be in the

amount of the total estimated disposal fees for the first year of service and remain in effect for the full period of the Agreement. Republic shall inform the Corporate surety, in writing, that the bond shall remain in full force and effect in the event of Republic's acquisition, insolvency, bankruptcy, receivership, conservancy or without limiting the foregoing, any similar situation, or should the Landfill Site be closed, shut down, or should operations be otherwise suspended by any federal, state or local agency or otherwise.

#### **11. Assignment**

No assignment of this Agreement or any right accruing under this agreement shall be made without the express written consent of the City; provided, however, that in the event control or operation of the Landfill Site is transferred to an affiliate of Republic, the parties agree that Republic may transfer this Agreement without consent to the affiliate then controlling or operating the Landfill Site. Any prohibited assignment without the City's consent shall render this contract void at the City's option. In the event of any consent to an assignment, the assignee shall assume the obligations and duties of Republic under this Agreement and the full liability of Republic. The City will not unreasonably withhold consent of assignment to an entity with substantially similar financial and experiential strengths as Republic.

#### **12. Contract Cancellation**

The City reserves the right to cancel if Republic breaches any provision of this Agreement and fails to correct such breach within 60 days' written notice to Republic of the breach). In that event, the City reserves the right to pursue any and all claims for damage against Republic it may have, in addition to the remedies afforded by the performance bond.

#### **13. Hours of Operation**

Unless a change is approved by the City, refuse, sludge and yard waste from the City shall be accepted at any time the Landfill Site is open for business, but must be accepted no less than at least between 7:00 a.m. and 4:00 p.m., Monday through Friday, except holidays observed by the City that are listed on Exhibit "A" attached hereto. In addition, the Landfill Site shall be open between 7:00 a.m. and 4:00 p.m. to accept refuse, sludge, yard waste and bulk tree waste on Saturdays and holidays as listed on Exhibit "A" or on days that Landfill Site is given at least two (2) week's notice that the City intends to haul on those days.

#### **14. Site Accessibility**

An all weather road shall be maintained to both the Landfill Site and compost site, and roads within the site shall be passable in all weather conditions.

In the event that the Landfill Site is closed or cannot accept City refuse, sludge or yard waste for any reason during the term of the Agreement, Republic agrees to provide an alternate, acceptable IEPA approved landfill site and pay all extra costs incurred by the City for disposal at this alternate site.

#### **15. Site Inspections**

Representatives of the City shall have the right to inspect the Landfill Site, or any alternate Republic landfill site, at any time during the hours of operation. The City shall be informed promptly if there is any change in the operating permit for the landfill site (or any alternate landfill site then in use under this Agreement) that affects Republic's ability to provide the services under this Agreement.

#### **16. Site Records**

All landfill disposal records shall be kept by Republic in a manner reasonably acceptable to the City and remain available for review by the City during normal business hours.

#### **17. Environmental Hazard Certification**

Republic certifies that on the date of execution of the Agreement, there are no known releases to the environment of hazardous constituents from or at the Landfill Site.

#### **18. Indemnification**

Republic agrees to indemnify, hold harmless and defend the City against any claim, action, suit, proceeding, cost or damage to the extent resulting from: (a) the actual or threatened release of waste accepted under this Agreement from the Landfill Site due to Republic's negligent acts or omissions or willful misconduct in its operations incident to the Landfill Site; (b) Republic's material breach of any term of the contract.

Republic also specifically agrees to indemnify, defend and hold harmless the City from all liability (including reasonable attorney fees) for removal or remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (also known as "Superfund") and comparable state law, incurred as the result of the disposal under the Agreement after the date hereof of the City's waste materials at the Landfill Site. It is understood and agreed that this indemnity shall be null and void in the event the City delivers any Excluded Waste.

The City agrees to indemnify, hold harmless and defend Republic against any claim, action, suit, proceeding, cost or damage arising out of: (a) the City transporting and disposing of any waste at, on or upon the Landfill Site that is not a waste permitted for disposal under this Agreement; (b) the City's material breach of the Agreement.

## **19. Insurance**

Republic shall at a minimum purchase and maintain at its own expense the following types and amounts of insurance:

- A. Commercial General Liability Insurance at limits of no less than \$1,000,000 per occurrence; \$2,000,000 general aggregate.
- B. Proof of insurance must be submitted prior to the signing of this agreement and must name the City of Moline and its employees acting within the scope of their duties as an additional insured. The certificate will be supplemented by a Notice of Cancellation endorsement that will provide a thirty (30) day written notice in the event of cancellation.

## **20. Excused Performance**

Republic's performance of the Agreement may be suspended by either party in the event the transportation of waste or disposal of waste are prevented by a cause or causes beyond the reasonable control of such party. Such causes include, but are not limited to, acts of God, acts of war, riot, fire, explosion, accident, flood, sabotage, court orders, national defense requirements, injunctions or restraining orders. Such causes also include shortages of fuel, power, raw materials, transportation or labor strikes not attributable to Republic. No contingency under this section shall excuse City from any obligation to make prompt payment for services previously rendered.

## **21. Independent Contractor**

Each party is and shall perform this Agreement as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents and operations. Neither party nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the other party.

## **22. Waste Stream Changes**

The City intends to dispose of all refuse, sludge and yard waste at the Landfill Site with the following exceptions:

- A. Recycling – The City will continue to investigate recycling options and reserves the right to remove material from the waste stream for recycling.
- B. Waste water treatment and water treatment sludge – The City will continue to investigate alternate disposal practices for these types of sludges and reserves the right to remove all or part of this material from the waste stream for this purpose.
- C. Any items or materials that are currently accepted for disposal under this Agreement, that are eliminated from the waste stream by legislation after the inception of this

Agreement will be disposed of through a program mutually developed by the City and Republic and operated by Republic with the cost of the new program passed on to the City. Nothing herein shall be construed to limit the City's rights to recover such cost from customers, residents or otherwise.

### **23. Equal Employment Opportunity Policy**

Federal and State laws prohibit discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, political affiliation, age, and physical or mental handicap unrelated to ability. They further require elimination of discrimination in employment with regards to upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay, forms of compensation, selection for advertising, layoff, termination, rates of pay, forms of compensation, selection for training (including apprenticeship) of employees, as well as any other personnel actions.

- A. The contractor agrees to post Equal Employment Opportunity notices in obvious places (e.g., at company headquarters, near time clocks, at work sites, on company bulletin boards, lunchrooms) available to workers and applicants for employment.
- B. The contractor shall in all solicitation or advertisements for employees to be hired under this contract state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, national origin, political affiliation, or age.

### **24. Notice**

Any notice, communication or statement required or permitted to be given hereunder shall be by telephone with follow-up written notice within fourteen (14) days by either first class mail, registered or certified mail, postage prepaid, return receipt requested to the address of the respective party below:

City of Moline  
Doug House  
Municipal Services General Manager  
3635 4<sup>th</sup> Avenue  
Moline, IL 61265  
(309) 524-2401

Republic  
Ray Carter  
District Manager  
17201 20<sup>th</sup> Ave N.  
East Moline, IL 61244  
(309) 496-2396

Either party may, by notice to the other, change the addresses and names provided above.

### **25. Waiver**

Any waiver by either party of any provisions or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this

Agreement, nor a waiver of subsequent breach of the same provision or condition, unless such waiver be so expressed in writing and signed by the party to be bound.

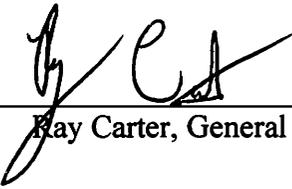
**26. Applicable Law**

This Agreement, and each of its subparts and incorporated items thereto shall be interpreted under the laws of the State of Illinois and any action brought to enforce or interpret any of its provisions or otherwise involving this Agreement must be filed in a Rock island County, Illinois, court of competent jurisdiction or the federal district court in which Rock Island County, Illinois is primarily located.

CITY OF MOLINE, ILLINOIS  
LANDFILL, INC.

UPPER ROCK ISLAND COUNTY

\_\_\_\_\_  
Scott Raes, Mayor

  
\_\_\_\_\_  
Ray Carter, General Manager

\_\_\_\_\_  
Maureen Riggs, Law Director

ATTEST:

ATTEST:

\_\_\_\_\_  


**CITY OF MOLINE  
HOLIDAYS**

<b><u>Holiday</u></b>	<b><u>Day Observed</u></b>	<b><u>Work Days</u></b>
New Year's Day	January 3, 2016	January 4
Memorial Day	May 30, 2016	June 4
Independence Day	July 4, 2016	July 9
Labor Day	September 5, 2016	September 10
Thanksgiving	November 24, 2016	November 25 & 26
Christmas	December 26, 2016	Dec 23 & Dec 26
New Year's Day	January 2, 2017	January 7
Memorial Day	May 29, 2017	June 3
Independence Day	July 4, 2017	July 8
Labor Day	September 4, 2017	September 9
Thanksgiving	November 23, 2017	November 24 & 25
Christmas	December 25, 2017	December 26 & 30
New Year's Day	January 1, 2018	January 2 & 6
Memorial Day	May 28, 2018	June 2
Independence Day	July 4, 2018	July 7
Labor Day	September 3, 2018	September 8
Thanksgiving	November 22, 2018	November 23 & 24
Christmas	December 25, 2018	December 26 & 29
New Year's Day	January 1, 2019	January 5
Memorial Day	May 27, 2019	June 1
Independence Day	July 4, 2019	July 6
Labor Day	September 2, 2019	September 7
Thanksgiving	November 28, 2019	November 29 & 30
Christmas	December 25, 2019	December 26 & 28
New Year's Day	January 1, 2020	January 4
Memorial Day	May 25, 2020	May 30
Independence Day	July 3, 2020	July 3
Labor Day	September 7, 2020	September 12
Thanksgiving	November 26, 2020	November 27 & 28
Christmas	December 25, 2020	December 26

Council Bill/Resolution No. 1119-2015  
Sponsor \_\_\_\_\_

A RESOLUTION

APPROVING and accepting proposed changes to prior contract language as awarded in interest arbitration and as agreed to by and between the negotiators for the City of Moline and the International Association of Fire Fighters (IAFF), Local 581, relating to wages, hours of work and certain other conditions of employment, for the contract term January 1, 2015 - December 31, 2017; and

AUTHORIZING the Mayor and City Clerk to execute an agreement incorporating said changes with the International Association of Fire Fighters (IAFF), Local 581, relating to wages, hours of work and certain other conditions of employment.

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

That the City Council does hereby approve and accept the proposed changes to prior contract language as awarded in interest arbitration and as agreed to by and between the negotiators for the City of Moline and the International Association of Fire Fighters (IAFF), Local 581, for the contract term January 1, 2015 - December 31, 2017; provided said changes are substantially similar in content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A"; and

That the Mayor and City Clerk are hereby authorized to execute an agreement with the International Association of Fire Fighters (IAFF), Local 581, relating to wages, hours of work and certain other conditions of employment for the contract term January 1, 2015 - December 31, 2017; provided said Local 581 has previously ratified said agreement; and provided further that said agreement is substantially similar in form and content to the contract language of the prior agreement between the parties, but subject to the changes awarded in interest arbitration and negotiated by the parties, which changes are attached hereto and incorporated herein by this reference thereto as Exhibit "A" and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
October 6, 2015

Date

Passed: October 6, 2015

Approved: October 13, 2015

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

By: \_\_\_\_\_  
City Attorney

**Exhibit A**

**Changes to Labor Agreement  
as Tentatively Agreed or  
as Awarded in Interest Arbitration**

Between

**The City of Moline, Illinois**

And

**The International Association of Firefighters**

**Local #581**

Effective for the Contract Period

of

January 1, 2015 - December 31, 2017

**ARTICLE I.**

**PREAMBLE**

This agreement is entered into by and between the City of Moline, Illinois, hereinafter referred to as “employer” or “city”, interchangeably, and Local 581, International Association of Firefighters, hereinafter referred to as the “union” and “employee”, interchangeably. It is the purpose of this agreement to achieve and maintain harmonious relations between the employer and the union, to provide for equitable and peaceful adjustment of differences that may arise and to establish proper standards of wages, hours and other conditions of employment.

It is the intent and purpose of the parties to set forth herein their entire agreement covering rates of pay, wages, hours of employment and all other conditions of employment and to provide the procedure for prompt and peaceful settlement of grievances respecting the terms of this agreement. Nothing in this agreement shall be construed to limit an exclusive representative’s right to exercise its discretion to refuse to process employee grievances that the Union determines to be unmeritorious.

\* \* \* \*

**ARTICLE IX.**

**GRIEVANCE PROCEDURE**

B. The grievance shall follow the procedures set out below:

\* \* \* \*

Step 5: If the grievance is not settled in the fourth step, either party (the city or the union) shall have the right to request arbitration within ten (10) calendar days of when the Step 4 answer is due by giving notice, in writing, to the other party and requesting a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The panel of seven (7) arbitrators shall also be certified by the National Academy of Arbitrators. The parties shall alternately strike names with the ~~party requesting arbitration to strike first~~ order of striking from the panel determined by a coin flip. Each party reserves the right to strike the entire panel once and only once. The city and the union shall notify the arbitrator by letter, executed by both parties. The rules of procedure governing the arbitration shall be the rules and regulations of the Federal Mediation and Conciliation Service and so far as they do not conflict with an expressed provision herein. The parties shall bear their expenses of arbitration. The city will pay for a hearing transcript if requested by the arbitrator and the union shall pay for a copy if desired. Otherwise, the party desiring a transcript shall pay for it and the other party shall only pay for its copy. Any decision of the arbitrator shall be final and binding upon the parties and shall be implemented within thirty (30) calendar days of the decision.

\* \* \* \*

## ARTICLE X.

### SENIORITY

- A. Seniority will be the basis for reduction, lay-off, recall, return, shift change and resolving disputes in the scheduling of leave as hereinafter set out. Seniority shall refer to and be defined as the continuous length of service or full-time employment from the last date of hire with the City in a classification covered by this Agreement.~~An employee's unit seniority date shall be as provided in the Fire and Police Commissioners Act (65 ILCS 5/10 2.1 1) as amended by Sec. 2-4406 of the Moline Code of Ordinances and initial hiring, promotions, reduction, lay-off, recall and return shall be in accordance with said act as amended by said Sec. 2-4406 and herein.~~
- B. New employees shall serve a probationary period of not less than one (1) year. Said probationary period may be extended for longer than one (1) year for periods of injury or illness leaves, including duty related leave, in excess of 30 calendar days. During the probationary period there shall be no responsibility on the part of the City for continued employment of the new employee and during said period, the city may, at its option, assign, transfer, or dismiss any probationary employee without question since probationary employees have no seniority. The probationary employee shall be an "at-will" employee and shall have no expectancy of continued employment.
- C. When the probationary period is completed, seniority shall date back to the employee's ~~starting~~ date of hire, as set forth in the provisions in Paragraph A. of this Article.
- D. If two or more employees have the same ~~unit~~ seniority date, their relative positions on the seniority list shall be designated in writing at the time they are placed on the seniority list and said relative position shall be determined by their weighted scores on the eligibility ~~roster~~ register.
- E. At the beginning of the fiscal year and quarterly thereafter, the city shall post a seniority list setting forth the seniority of each employee in the unit.
- F. An employee appointed or promoted to any non-unit position in the city shall maintain and accumulate seniority. Employees so appointed or promoted may be returned to the unit at their prior rank within six (6) months of their appointment or promotion on the basis of inability to perform work assigned.
- G. Seniority shall be terminated and employment ceased when:
1. An employee quits by: (a) notice to the city; (b) remaining away from work for one (1) normal shift without notice to the city of a satisfactory reason, which notice shall be given to the city by the beginning of the employee's next regularly scheduled shift; (c) failing to abide by the city's present residency requirements when actively at work and on sickness or disability leaves; or (d) failing to report for work after the end of a formal leave of absence or after notification of cancellation of a leave of absence. (If an employee's seniority is terminated for failure to give such notice or to so report, they shall be notified of such termination by registered mail and a copy of said notice shall be given to the union business agent.)

2. An employee is discharged for just cause and the decision is not reversed through the appeal procedure.
  3. An employee retires in accordance with Article XIII, Paragraph A.; provided, however, that if any employee retires on total and permanent disability pension and is later determined to have recovered and is re-employed, their seniority will be restored as though they had been on a leave of absence.
  4. An employee fails to apply in writing for work within thirty (30) calendar days upon notice of recall by certified, return receipt requested mail to the last address on city record or thereafter fails to submit a required physical examination at city cost to determine physical ability prior to employment.
  5. An employee is laid off for a period of time equal to the employee's seniority at the time the lay-off began or a period of twenty-four (24) months, whichever is less.
- H. The Board of Fire and Police Commissioners shall have the duty to lay off employees of the fire department and follow the procedure contained herein rather than those contained in 65 ILCS 5/10-2.1-18 and amendments thereto.
1. A lay-off shall be necessary when the force of the fire department is reduced, when positions are displaced because an employee of the force is being returned to active duty from disability or when a position is abolished either as a reorganization of the department or other reason.
  2. Seniority and rank shall prevail for all lay-offs and the employees reduced in rank or removed from the service of the fire department shall be considered furloughed without pay; however, in no event shall any employee be reduced more than one (1) rank in a reduction of force. Employees with the least seniority in the position to be reduced shall be reduced to the next lower rated position. For purposes of determining which employees will be reduced in rank, seniority shall be determined by adding the time spent at the rank or position from which the employee is to be reduced and the time spent at any higher rank or position in the department. For purposes of determining which employees in the lowest rank or position shall be removed from the department in the event of a layoff, ~~length of service in the department shall be the basis for determining seniority with the least senior such employee being the first so removed and laid off~~ the employee with the least seniority shall be first so removed and laid off.

\* \* \* \*

**ARTICLE XIV.**

**DISCIPLINE AND DISCHARGE**

Except for disputes or differences of opinion relating to ~~unpaid-suspensions greater than five (5) days~~ or discharge for just cause, discipline shall be in accordance with the rules and regulations of the Board of Fire and Police Commissioners of the City of Moline and shall not be subject to the grievance procedure. ~~Unpaid s~~S~~uspensions greater than five (5) days~~ or discharge shall be for just cause and may be subject to the grievance and arbitration provisions of Article IX at the

discretion of the union and involved employee. Grievances concerning discharge and ~~unpaid~~ suspensions ~~greater than five (5) days~~ shall be filed at Step 3 of the grievance procedure within ten (10) calendar days after the employee is notified of discharge or suspension. The city and the union agree the grievance and arbitration procedures in Article IX and the hearing process by the Board of Fire and Police Commissioners of the City of Moline are mutually exclusive and no relief shall be available under the grievance processing and arbitration procedures for any action heard before the Board of Fire and Police Commissioners of the City of Moline. The city and the union agree that the pursuit of a grievance shall act as a specific waiver by the union and the involved employee of the right to challenge the same matter before the Board of Fire and Police Commissioners of the City of Moline and a form containing such a waiver shall be executed by the union and the involved employee before arbitration may be invoked under arbitration procedures of Article IX. Employees initially seeking review by the Board of Fire and Police Commissioners of the City of Moline who subsequently elect to file a grievance within the appropriate time limit may only do so prior to any hearing before the Board of Fire and Police Commissioners of the City of Moline. Employees filing a grievance shall immediately withdraw their requests and waive any and all rights to additional hearing(s) before the Board of Fire and Police Commissioners of the City of Moline. In no case shall oral or written reprimands be used in calculating an appropriate disciplinary penalty for some new proven cause if an employee has not been the subject of discipline for a period of equal to or greater than four (4) years.

\* \* \* \*

**ARTICLE XVI.**

**HOURS OF WORK**

A. The average normal workweek shall be 54.15 hours for all employees, except for the training officer. The workweek shall consist of a 24 hour on duty day followed by 48 hours off. The hourly rate shall be determined by dividing the employee's annual salary by 2816 annual hours. The chief scheduling four (4) unpaid Kelly Days per employee per year shall accomplish such hourly reduction. The chief shall assign such Kelly days so that the members of the bargaining unit shall receive 1 Kelly Day every 30th shift, not to exceed four (4) Kelly Days in one (1) calendar year.

Effective January 1, 2017, the average normal workweek shall be fifty-three (53) hours for all employees, except for the training officer. The workweek shall consist of a 24 hour on duty day followed by 48 hours off. The hourly rate shall be determined by dividing the employee's annual salary by 2,756 annual hours. The chief scheduling an average of 6.75 unpaid Kelly Days per employee per year shall accomplish such hourly reduction. The Chief shall assign such Kelly Days so that members of the bargaining unit shall receive one (1) Kelly Day every 18th shift, not to exceed an average of 6.75 Kelly Days per one (1) calendar year.

Trades. Once assigned such Kelly Days shall be fully tradable in 24-hour shift day increments among members of the bargaining unit on their assigned shift in accordance with Paragraph D. Trading Kelly Days shall not create overtime. Kelly days shall occupy not more than 1 of the 3 slots under Article XXVIII Paragraph D of this agreement.

\* \* \* \*

**ARTICLE XVII.**

**WAGES AND OTHER COMPENSATION**

- A. On the first full payroll period beginning on or after January 1, ~~2012~~2015, the minimum and maximum rates of each classification, excluding the F14-Tier 1 classification, shown on page 1 of Exhibit C shall be increased ~~0.00%~~2.50% as shown on page 2 of Exhibit C and all employees' rates shall receive a ~~0.00%~~2.50% across the board general wage increase (GWI). The minimum annual rate for the F14-Tier 1 classification shall be figured by subtracting \$10,000 from the minimum annual rate of the F14-Tier 2 classification, as shown in Exhibit C. The maximum rates for the F14-Tier 1 classification shall be the same as the maximum rates of the F14-Tier 2 classification.
  
- B. On the first full payroll period beginning on or after January 1, ~~2013~~2016, the minimum and maximum rates for each classification, excluding the F14-Tier 1 classification, shown on page 2 of Exhibit C shall be increased ~~1.00%~~2.50% as shown on page 3 of Exhibit C and all employees' rates shall receive ~~1.00%~~2.50% across the board general wage increase (GWI). The minimum annual rate for the F14-Tier 1 classification shall be figured by subtracting \$10,000 from the minimum annual rate of the F14-Tier 2 classification, as shown in Exhibit C. The maximum rates for the F14-Tier 1 classification shall be the same as the maximum rates of the F14-Tier 2 classification.
  
- C. On the first full payroll period beginning on or after January 1, ~~2014~~2017, the minimum and maximum rates for each classification, excluding the F14-Tier 1 classification, shown on page 3 of Exhibit C shall be increased 2.50% as shown on page 4 of Exhibit C and all employees' rates shall receive 2.50% across the board general wage increase (GWI). The minimum annual rate for the F14-Tier 1 classification shall be figured by subtracting \$10,000 from the minimum annual rate of the F14-Tier 2 classification, as shown in Exhibit C. The maximum rates for the F14-Tier 1 classification shall be the same as the maximum rates of the F14-Tier 2 classification.

\* \* \* \*

- G. Retroactive Pay - Wages and promotions and anniversary increases under this article shall be retroactive to the first full pay period beginning on or after January 1, ~~2012~~2015. Such payment shall be made only to those employed as of the date of execution and, in addition, those who retire during the retroactive period.

**ARTICLE XVIII.**

**WORKING OUT OF CLASS**

Effective the date of signing this labor agreement by both parties, when an employee in the bargaining unit is assigned to a higher classification, the employee will be paid four and one-half percent (4-1/2%) above the employee's regular rate of pay for every hour worked.

Working out of class assignments shall not be offered to probationary engineers, probationary lieutenants and probationary captains.

\* \* \* \*

**ARTICLE XXIII.**

**HEALTH BENEFITS AND LIFE INSURANCE**

A. Health Insurance Program. A health insurance, prescription drug, dental benefit and vision benefit program as described in the City of Moline Health Benefit Plan booklet (hereinafter referred to as “health insurance program”) shall be offered to all permanent employees. The actual plan documents shall be the basis of any final interpretation or eligibility and benefits. Effective January 1, ~~2012~~2015, employees shall pay 20% of the total monthly premium. Effective January 1, ~~2013~~2016, employees shall pay 20% of the total monthly premium. Effective January 1, ~~2014~~2017, employees shall pay 20% of the total monthly premium. Refer to Exhibit E. for premium and benefit changes and for premium increases effective on January 1, ~~2012~~2015, January 1, ~~2013~~2016 and January 1, ~~2014~~2017.

\* \* \* \*

D. Continuation of Coverage After Retirement. The city will pay the employer’s share of the health insurance premiums of the City of Moline’s group health insurance program for retired employees aged 55 to 65 (police and fire, aged 50 to 65) and for those employees who are on a disability pension at any age. Employees retiring as deferred pensioners as defined in 215 ILCS 5/367g may participate, along with dependents, in the city’s health insurance program, but completely at their own cost until the month in which the employee attains the age of fifty (50) years, at which time the city will pay for the employee’s participation in accordance with the schedule of rates herein. However, the city shall not pay the health insurance premium for those retired who are eligible to be covered by another health insurance program due to subsequent employment. Furthermore, the city shall require the retired or disabled employee to file a statement annually indicating that the employee is not eligible through employment with another employer to be covered by another health insurance program. If a retiree, once eligible, becomes ineligible to be covered by another health insurance program or leaves such other employment, that retiree shall be allowed coverage under the city’s group health insurance program at the then bargained for rate for said retiree’s coverage type and age category. ~~., but at the employee’s cost.~~

However, any coverage under said group health insurance shall be such that Medicare shall be the primary coverage.

Any employee who retires on or prior to April 1, 1988, shall have the right to choose the following coverage options under the health insurance program:

1. Medical and prescription drug coverage.
2. Medical, prescription drug, dental and vision coverage.

However, the retired employee and all of the retired employee’s dependents must have the same coverage. The rates for said coverage and the respective contributors are as shown on Exhibit E.

The city and the union agree that any employee having retired on or prior to April 1, 1988, shall be allowed to continue with the coverage options elected on or prior to April 1, 1988, unless said coverage terminates and is then re-instituted as provided in this Paragraph D., in which case the employee will be treated as if the employee had retired after April 1, 1988.

Retired employees, for purposes of this article, include only those having eight (8) years of service or more at the time of retirement.

Retiree insurance premiums shall be subject to being increased at the same time as premiums are increased for active employees, provided that such increases shall not be greater than the percentage of any increased cost for current employees for single coverage and current employees for dependent coverage.

\* \* \* \*

**ARTICLE XXXIII.**

**SAFETY**

\* \* \* \*

G. Staffing. The city shall assign no less than three (3) employees to each in-service pumper, no less than two (2) employees to each in-service aerial unit, no less than two (2) employees to each in-service ambulance and no less than three (3) employees to each in-service quintuple combination pumper (“Quint”). The minimum daily shift manning shall be maintained at 16 employees. It is understood, however, that emergency situations may require the staffing of a unit on a temporary basis of fewer staff than required or by the use of administrative staff, provided the city takes prompt action to return that unit to its minimum staffing requirement consistent with current practice.

~~The above staffing levels are agreed to by the union in exchange for the city’s agreement as to the four (4) items below. Consistent with its authority under the Municipal Code, 65 ILCS 10.2.1-4, 6.3, the city agrees not to privatize ambulance service or otherwise use a person who has not qualified for regular appointments under the provisions of Division 2.1 as a temporary or permanent substitute for a classified member of the Fire Department. agrees to the four (4) items below for the period of January 1, 2012 through December 31, 2014 only.~~

- ~~1. The city agrees not to privatize the ambulance service.~~
- ~~2. The city agrees to keep all four (4) stations open.~~
- ~~3. The city agrees not to lay off any members of the union.~~
- ~~4. The city agrees to eliminate no more than five (5) bargaining unit positions in the department through attrition and not to reduce the rank of current employees as part of staff reduction measures.~~

1. The city reserves the right to determine the number of stations, the total staffing of the department and the number of apparatus used by the department; however, if the city closes a station or stations on a temporary or permanent basis, the following shall apply to any station closing:

- a. No employee shall suffer a loss of rank or pay as a result of a station closing.
- b. The city shall assign such an employee to a station where a permanent or temporary vacancy exists in the employee's rank, notwithstanding the provisions of Article XVI, B. or Article XVIII, A.; otherwise, the city shall assign such an employee to whatever duties are available in the fire department.
- c. Any excesses in the authorized personnel within a classification shall be reduced through attrition rather than a reduction in force within the classification affected.

\* \* \* \*

**ARTICLE XLI.**

**TERM OF THE AGREEMENT**

This agreement shall be effective January 1, ~~2012~~2015, and shall remain in full force and effect until December 31, ~~2014~~2017. It shall be automatically renewed from year to year thereafter, unless terminated or modified as hereinafter provided. Should either party desire to modify or terminate this agreement, said party must notify the other party in writing at least ninety (90) calendar days before the terminating hereof and present its demands in writing at the time of said negotiation. The parties shall commence negotiations within thirty (30) days after receipt of said notification.

\* \* \* \*

**EXHIBIT C**  
**Page 1 of 4**

**IAFF Pay Plan**  
Effective January 2, 2011  
2.65% GWI

Grade	-	Minimum	Maximum
14-Tier 1	A	36,020.86	70,026.60
(F14-Tier 1)	H	12.7915	24.8674
-	-	-	-
14-Tier 2	A	46,020.76	70,026.60
(F14-Tier 2)	H	16.3426	24.8674
-	-	-	-
16	A	50,737.28	77,203.46
(F16)	H	18.0175	27.4160
-	-	-	-
18	A	55,938.43	85,116.98
(F18)	H	19.8645	30.2262
-	-	-	-
20	A	61,671.81	93,841.51
(F20)	H	21.9005	33.3244

**EXHIBIT C**

Page 2 of 4

**IAFF Pay Plan**

Effective January 1, 2012

0.00% GWI

Grade	-	Minimum	Maximum
14-Tier 1	A	36,020.86	70,026.60
(F14-Tier 1)	H	12.7915	24.8674
-	-	-	-
14-Tier 2	A	46,020.76	70,026.60
(F14-Tier 2)	H	16.3426	24.8674
-	-	-	-
16	A	50,737.28	77,203.46
(F16)	H	18.0175	27.4160
-	-	-	-
18	A	55,938.43	85,116.98
(F18)	H	19.8645	30.2262
-	-	-	-
20	A	61,671.81	93,841.51
(F20)	H	21.9005	33.3244

**EXHIBIT C**

Page 3 of 4

**IAFF Pay Plan**

Effective January 13, 2013

1.00% GWI

Grade	-	Minimum	Maximum
14-Tier 1	A	36,481.00	70,726.94
(F14-Tier 1)	H	12.9549	25.1161
-	-	-	-
14-Tier 2	A	46,480.90	70,726.94
(F14-Tier 2)	H	16.5060	25.1161
-	-	-	-
16	A	51,244.72	77,975.60
(F16)	H	18.1977	27.6902
-	-	-	-
18	A	56,497.69	85,968.26
(F18)	H	20.0631	30.5285
-	-	-	-
20	A	62,288.51	94,779.80
(F20)	H	22.1195	33.6576

**EXHIBIT C**

Page ~~4 of 41~~ of 4

**IAFF Pay Plan**

Effective January 12, 2014

2.50% GWI

Grade		Minimum	Maximum
14-Tier 1	A	37,643.16	72,495.10
(F14-Tier 1)	H	13.3676	25.7440
14-Tier 2	A	47,643.06	72,495.10
(F14-Tier 2)	H	16.9187	25.7440
16	A	52,525.72	79,925.12
(F16)	H	18.6526	28.3825
18	A	57,910.20	88,117.43
(F18)	H	20.5647	31.2917
20	A	63,845.76	97,149.18
(F20)	H	22.6725	34.4990

**EXHIBIT C**

Page 2 of 4

**IAFF Pay Plan**

Effective January 11, 2015

2.50% GWI

<u>Grade</u>	<u>-</u>	<u>Minimum</u>	<u>Maximum</u>
<u>14-Tier 1</u>	<u>A</u>	<u>38,834.33</u>	<u>74,307.48</u>
<u>(F14-Tier 1)</u>	<u>H</u>	<u>13.7906</u>	<u>26.3876</u>
<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>14-Tier 2</u>	<u>A</u>	<u>48,834.23</u>	<u>74,307.48</u>
<u>(F14-Tier 2)</u>	<u>H</u>	<u>17.3417</u>	<u>26.3876</u>
<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>16</u>	<u>A</u>	<u>53,838.82</u>	<u>81,923.35</u>
<u>(F16)</u>	<u>H</u>	<u>19.1189</u>	<u>29.0921</u>
<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>18</u>	<u>A</u>	<u>59,357.90</u>	<u>90,320.38</u>
<u>(F18)</u>	<u>H</u>	<u>21.0788</u>	<u>32.0740</u>
<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>20</u>	<u>A</u>	<u>65,441.87</u>	<u>99,577.98</u>
<u>(F20)</u>	<u>H</u>	<u>23.2393</u>	<u>35.3615</u>

**EXHIBIT C**

Page 3 of 4

**IAFF Pay Plan**

Effective January 10, 2016

2.50% GWI

<u>Grade</u>	<u>-</u>	<u>Minimum</u>	<u>Maximum</u>
<u>14-Tier 1</u>	<u>A</u>	<u>40,055.07</u>	<u>76,165.20</u>
<u>(F14-Tier 1)</u>	<u>H</u>	<u>14.2241</u>	<u>27.0473</u>
<u>-</u>	<u>-</u>		
<u>14-Tier 2</u>	<u>A</u>	<u>50,054.96</u>	<u>76,165.20</u>
<u>(F14-Tier 2)</u>	<u>H</u>	<u>17.7752</u>	<u>27.0473</u>
<u>-</u>	<u>-</u>		
<u>16</u>	<u>A</u>	<u>55,184.87</u>	<u>83,971.43</u>
<u>(F16)</u>	<u>H</u>	<u>19.5969</u>	<u>29.8194</u>
<u>-</u>	<u>-</u>		
<u>18</u>	<u>A</u>	<u>60,841.93</u>	<u>92,578.53</u>
<u>(F18)</u>	<u>H</u>	<u>21.6058</u>	<u>32.8759</u>
<u>-</u>	<u>-</u>		
<u>20</u>	<u>A</u>	<u>67,077.96</u>	<u>102,067.33</u>
<u>(F20)</u>	<u>H</u>	<u>23.8203</u>	<u>36.2455</u>

**EXHIBIT C**

Page 4 of 4

**IAFF Pay Plan**

Effective January 8, 2017

2.50% GWI

<u>Grade</u>	<u>-</u>	<u>Minimum</u>	<u>Maximum</u>
<u>14-Tier 1</u>	<u>A</u>	<u>41,306.65</u>	<u>78,069.49</u>
<u>(F14-Tier 1)</u>	<u>H</u>	<u>14.9879</u>	<u>28.3271</u>
<u>-</u>	<u>-</u>		
<u>14-Tier 2</u>	<u>A</u>	<u>51,306.52</u>	<u>78,069.49</u>
<u>(F14-Tier 2)</u>	<u>H</u>	<u>18.6163</u>	<u>28.3271</u>
<u>-</u>	<u>-</u>		
<u>16</u>	<u>A</u>	<u>56,564.42</u>	<u>86,070.71</u>
<u>(F16)</u>	<u>H</u>	<u>20.5241</u>	<u>31.2303</u>
<u>-</u>	<u>-</u>		
<u>18</u>	<u>A</u>	<u>62,362.77</u>	<u>94,892.94</u>
<u>(F18)</u>	<u>H</u>	<u>22.6280</u>	<u>34.4314</u>
<u>-</u>	<u>-</u>		
<u>20</u>	<u>A</u>	<u>68,754.76</u>	<u>104,618.86</u>
<u>(F20)</u>	<u>H</u>	<u>24.9473</u>	<u>37.9604</u>

**EXHIBIT E - Health Benefit Plan**

The city shall maintain its present health benefit plan for employees and dependents during the term of the agreement. The actual plan documents, as amended, shall be the basis of any final interpretation of the health benefit plan.

Employees shall have the option to elect not to be covered under the city's health insurance program provided they give written notice two (2) weeks prior to the first payroll period of a month.

**EFFECTIVE JANUARY 1, 2012**

Coverage Type	New Rate City	New Rate Employee/Retiree	New Rate Total 01/01/12
Single—Active	\$424.26	\$106.06	\$530.32
Family—Active	\$1,107.34	\$276.83	\$1,384.17
R<65>50	\$424.26	\$106.06	\$530.32
R>65	\$0.00	\$276.82	\$276.82
R<50	\$0.00	\$530.32	\$530.32
R<65>50 & D<65	\$424.26	\$959.91	\$1,384.17
R<50 & D<65	\$0.00	\$1,384.17	\$1,384.17
R<65>50 & D>65	\$424.26	\$382.90	\$807.16
R>65 & D<65	\$0.00	\$1,130.65	\$1,130.65
R & D>65	\$0.00	\$553.67	\$553.67

~~Effective January 1, 2012, the employee's share of the New Rate Total will be 20% and the employer's share of the New Rate Total will be 80%. The increase for the New Rate Total effective January 1, 2012 will be 0% over the prior year. At no time will the New Rate Total health insurance premiums paid by IAFF employees and retirees be higher than any other city group.~~

**EXHIBIT E - Health Benefit Plan**

Page 2 of 2

**EFFECTIVE JANUARY 1, 2013**

Coverage Type	New Rate City	New Rate Employee/Retiree	New Rate Total 01/01/13
Single - Active	\$428.50	\$107.12	\$535.62
Family - Active	\$1,118.41	\$279.60	\$1,398.01
R <65 >50	\$428.50	\$107.12	\$535.62
R >65	\$0.00	\$279.59	\$279.59
R <50	\$0.00	\$535.62	\$535.62
R <65 >50 & D <65	\$428.50	\$969.51	\$1,398.01
R <50 & D <65	\$0.00	\$1,398.01	\$1,398.01
R <65 >50 & D >65	\$428.50	\$386.73	\$815.23
R >65 & D <65	\$0.00	\$1,141.96	\$1,141.96
R & D >65	\$0.00	\$559.21	\$559.21

~~Effective January 1, 2013, the employee's share of the New Rate Total will be 20% and the employer's share of the New Rate Total will be 80%. The increase for the New Rate Total effective January 1, 2013 will be 1% over the prior year. At no time will the New Rate Total health insurance premiums paid by IAFF employees and retirees be higher than any other city group.~~

**EFFECTIVE JANUARY 1, 2014**

~~Effective January 1, 2014, the employee's share of the New Rate Total will be 20% and the employer's share of the New Rate Total will be 80%. The increase for the New Rate Total effective January 1, 2014 is capped at 15% over the prior year. At no time will the New Rate Total health insurance premiums paid by IAFF employees and retirees be higher than any other City bargaining unit.~~

**Effective January 1, 2015**

<b><u>Coverage Type</u></b>	<b><u>New Rate City</u></b>	<b><u>New Rate Employee/Retiree</u></b>	<b><u>New Rate Total 1/1/15</u></b>
<u>Single - Active</u>	<u>\$437.11</u>	<u>\$109.28</u>	<u>\$546.39</u>
<u>Family - Active</u>	<u>\$1,140.89</u>	<u>\$285.22</u>	<u>\$1,426.11</u>
<u>R &lt;65 &gt;50</u>	<u>\$437.11</u>	<u>\$109.28</u>	<u>\$546.39</u>
<u>R &gt;65</u>	<u>\$0.00</u>	<u>\$285.21</u>	<u>\$285.21</u>
<u>R &lt;50</u>	<u>\$0.00</u>	<u>\$546.39</u>	<u>\$546.39</u>
<u>R &lt;65 &gt;50 &amp; D &lt;65</u>	<u>\$437.11</u>	<u>\$989.00</u>	<u>\$1,426.11</u>
<u>R &lt;50 &amp; D &lt;65</u>	<u>\$0.00</u>	<u>\$1,426.11</u>	<u>\$1,426.11</u>
<u>R &lt;65 &gt;50 &amp; D &gt;65</u>	<u>\$437.11</u>	<u>\$394.50</u>	<u>\$831.61</u>
<u>R &gt;65 &amp; D &lt;65</u>	<u>\$0.00</u>	<u>\$1,164.91</u>	<u>\$1,164.91</u>
<u>R &amp; D &gt;65</u>	<u>\$0.00</u>	<u>\$570.45</u>	<u>\$570.45</u>

Effective January 1, 2015, the employee's share of the New Rate Total will be 20% and the employer's share of the New Rate Total will be 80%. The increase for the New Rate Total effective January 1, 2015 will be 1% over the prior year. At no time will the New Rate Total health insurance premiums paid by IAFF employees and retirees be higher than any other city group.

**Effective January 1, 2016**

<b><u>Coverage Type</u></b>	<b><u>New Rate City</u></b>	<b><u>New Rate Employee/Retiree</u></b>	<b><u>New Rate Total 1/1/16</u></b>
<u>Single - Active</u>	<u>\$441.49</u>	<u>\$110.36</u>	<u>\$551.85</u>
<u>Family - Active</u>	<u>\$1,152.31</u>	<u>\$288.06</u>	<u>\$1,440.37</u>
<u>R &lt;65 &gt;50</u>	<u>\$441.49</u>	<u>\$110.36</u>	<u>\$551.85</u>
<u>R &gt;65</u>	<u>\$0.00</u>	<u>\$288.06</u>	<u>\$288.06</u>
<u>R &lt;50</u>	<u>\$0.00</u>	<u>\$551.85</u>	<u>\$551.85</u>
<u>R &lt;65 &gt;50 &amp; D &lt;65</u>	<u>\$441.49</u>	<u>\$998.88</u>	<u>\$1,440.37</u>
<u>R &lt;50 &amp; D &lt;65</u>	<u>\$0.00</u>	<u>\$1,440.37</u>	<u>\$1,440.37</u>
<u>R &lt;65 &gt;50 &amp; D &gt;65</u>	<u>\$441.49</u>	<u>\$398.44</u>	<u>\$839.93</u>
<u>R &gt;65 &amp; D &lt;65</u>	<u>\$0.00</u>	<u>\$1,176.56</u>	<u>\$1,176.56</u>
<u>R &amp; D &gt;65</u>	<u>\$0.00</u>	<u>\$576.15</u>	<u>\$576.15</u>

Effective January 1, 2016, the employee's share of the New Rate Total will be 20% and the employer's share of the New Rate Total will be 80%. The increase for the New Rate Total effective January 1, 2016 will be 1% over the prior year. At no time will the New Rate Total health insurance premiums paid by IAFF employees and retirees be higher than any other city group.

**EXHIBIT E - Health Benefit Plan**

Page 2 of 2

**Effective January 1, 2017**

<b><u>Coverage Type</u></b>	<b><u>New Rate City</u></b>	<b><u>New Rate Employee/Retiree</u></b>	<b><u>New Rate Total 1/1/17</u></b>
<u>Single - Active</u>	<u>\$450.31</u>	<u>\$112.58</u>	<u>\$562.89</u>
<u>Family - Active</u>	<u>\$1,175.34</u>	<u>\$293.84</u>	<u>\$1,469.18</u>
<u>R &lt;65 &gt;50</u>	<u>\$450.31</u>	<u>\$112.58</u>	<u>\$562.89</u>
<u>R &gt;65</u>	<u>\$0.00</u>	<u>\$293.82</u>	<u>\$293.82</u>
<u>R &lt;50</u>	<u>\$0.00</u>	<u>\$562.89</u>	<u>\$562.89</u>
<u>R &lt;65 &gt;50 &amp; D &lt;65</u>	<u>\$450.31</u>	<u>\$1,018.87</u>	<u>\$1,469.18</u>
<u>R &lt;50 &amp; D &lt;65</u>	<u>\$0.00</u>	<u>\$1,469.18</u>	<u>\$1,469.18</u>
<u>R &lt;65 &gt;50 &amp; D &gt;65</u>	<u>\$450.31</u>	<u>\$406.42</u>	<u>\$856.73</u>
<u>R &gt;65 &amp; D &lt;65</u>	<u>\$0.00</u>	<u>\$1,200.09</u>	<u>\$1,200.09</u>
<u>R &amp; D &gt;65</u>	<u>\$0.00</u>	<u>\$587.67</u>	<u>\$587.67</u>

Effective January 1, 2017, the employee's share of the New Rate Total will be 20% and the employer's share of the New Rate Total will be 80%. The increase for the New Rate Total effective January 1, 2017 will be 2% over the prior year. At no time will the New Rate Total health insurance premiums paid by IAFF employees and retirees be higher than any other city group.

Sponsor: \_\_\_\_\_

AN ORDINANCE

AMENDING Chapter 34, "WATER AND SEWERS," of the Moline Code of Ordinances, Section 34-2121, "Charges and Collections," by repealing subsection (i), "Delayed Billing," in its entirety and enacting in lieu thereof one new subsection (i), "Prorated Utility Billing," dealing with the same subject matter.

WHEREAS, the Committee-of-the-Whole has declared its desire to enhance the equity of quarterly utility billing practices by allowing for proration of certain associated fixed charges on utility bills issued for a duration of less than a full quarterly billing cycle; and

WHEREAS, adoption of this ordinance will provide for proration of certain fixed charges associated with such quarterly City utility bills.

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

**Section 1** – That Chapter 34, "WATER AND SEWERS," of the Moline Code of Ordinances, Section 34-2121, "Charges and Collections," is hereby amended by repealing subsection (i), "Delayed Billing," in its entirety and enacting in lieu thereof one new subsection (i), "Prorated Utility Billing," dealing with the same subject matter, which shall read as follows:

**"SEC. 34-2121. CHARGES AND COLLECTIONS.**

\* \* \* \* \*

(i) **Prorated Utility Billing.** Whenever a utility bill is issued for a period of time less than a full quarterly billing cycle, the following fixed utility bill charges shall be prorated based on the number of actual service days: water capacity charge; sewer fixed charge; solid waste and recycling fee; and quarterly stormwater utility service charge."

**Section 2** – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

Council Bill/Special Ordinance No. 4046-2015

Sponsor: \_\_\_\_\_

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute Agreements for Sale of Real Estate and do all things necessary to convey the City-owned properties at 2510 5<sup>th</sup> Avenue and 726 22<sup>nd</sup> Street A to the Moline Community Development Corporation, an Illinois Not-for-Profit corporation, in furtherance of the Illinois Housing Development Authority Blight Reduction Program; and

AUTHORIZING the Mayor and City Clerk to execute Agreements for Sale of Real Estate and do all things necessary to convey up to six (6) additional City-owned properties to the Moline Community Development Corporation, an Illinois Not-for-Profit corporation, between the date of this resolution and June 1, 2017, only if such properties have been previously approved by the Illinois Housing Development Authority for inclusion in the Blight Reduction Program; and

AUTHORIZING City staff to do all things necessary to effectuate the goals of the Illinois Housing Authority's Blight Reduction Program by acquiring property, through purchase or other means; by executing contracts for all Blight Reduction Program eligible demolition and greening activities; and by authorizing loans to the Moline Community Development Corporation, an Illinois Not-for-Profit corporation, according to program guidelines, in amounts not to exceed thirty-five thousand dollars (\$35,000.00); all actions to be performed in accordance with program guidelines.

\_\_\_\_\_  
WHEREAS, the City of Moline and the Moline Community Development Corporation entered into a Memorandum of Understanding relating to the administration of the Illinois Housing Authority's Blight Reduction Program in Resolution 1167-2014; and

WHEREAS, the City of Moline, the Moline Community Development Corporation ("MCDC"), and the Illinois Housing Development Authority ("IHDA") entered into a Tri-Party Agreement between the parties as authorized by Resolution 1066-2015 setting forth terms for the award of funds under IHDA's Blight Reduction Program ("BRP") in the amount of \$280,000.00; and

WHEREAS, the City took possession of abandoned, single family homes at 2510 5<sup>th</sup> Avenue and at 726 22<sup>nd</sup> Street A, said properties being blighted and a nuisance for several years, both of which have been approved by IHDA for the BRP; and

WHEREAS, the BRP requires that all IHDA approved properties be owned by MCDC; and

WHEREAS, the MCDC has offered to purchase each property for \$1.00; and

WHEREAS, the sale of these properties to MCDC will comply with the BRP guidelines;  
and

WHEREAS, pursuant to the terms of the Tri-Party Agreement, the City and MCDC must have six (6) additional properties complete all requirements of the BRP during the term of the program; and

WHEREAS, this program will require numerous contracts and agreements to be executed where time is of the essence; and

WHEREAS, granting limited authority to City staff to implement these programs would facilitate the processes.

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

**Section 1** – That the Mayor and City Clerk are hereby authorized to execute Agreements for Sale of Real Estate concerning 2510 5<sup>th</sup> Avenue, Moline, Illinois, with Moline Community Development Corporation, an Illinois Not-for-Profit Corporation, and do all things necessary to convey said property to MCDC in return for payment of \$1.00, provided, however, that said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

**Section 2** – That the Mayor and City Clerk are hereby authorized to execute an Agreement for Sale of Real Estate concerning 726 22<sup>nd</sup> Street A, Moline, Illinois, with Moline Community Development Corporation, an Illinois Not-for-Profit Corporation, and do all things necessary to convey said property to MCDC in return for payment of \$1.00, provided, however, that said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit B and has been approved as to form by the City Attorney.

**Section 3** – That the Mayor and City Clerk are hereby authorized to execute Agreements for Sale of Real Estate and do all things necessary to convey up to six (6) additional City-owned properties to the Moline Community Development Corporation, an Illinois Not-for-Profit corporation, between the date of this resolution and June 1, 2017, only if such properties have been previously approved by the Illinois Housing Development Authority for inclusion in the Blight Reduction Program.

**Section 4** – That City staff is authorized to do all things necessary to effectuate the goals of the Illinois Housing Authority's Blight Reduction Program by acquiring properties, through purchase or other means; by executing contracts for all Blight Reduction Program eligible demolition and greening activities; and by authorizing loans to the Moline Community Development Corporation, an Illinois Not-for-Profit corporation, according to program guidelines, in amounts not to exceed thirty-five thousand dollars (\$35,000.00); all actions to be performed in accordance with program guidelines.

**Section 5** – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

## AGREEMENT FOR SALE OF REAL ESTATE

**AGREEMENT**, by and between, **MOLINE COMMUNITY DEVELOPMENT CORPORATION**, an Illinois not-for-profit corporation (hereinafter "**Buyer**"), located at 1830 6<sup>th</sup> Avenue, Moline, Illinois, and the **CITY OF MOLINE**, an Illinois municipal corporation, (hereinafter "**Seller**"), located at 619 16<sup>th</sup> Street, Moline, Illinois.

WITNESSETH:

WHEREAS, the Buyer has offered to buy and the Seller is willing to sell the real property more particularly described as:

The West 14 feet of Lot 4 and the East Half of Lot 5 all in Block 1 in that part of the City of Moline, known as and called Christy and Grover's Addition to said City; Situated in Rock Island County, Illinois;

PIN: 08-1412200, and commonly known as 2510 5<sup>th</sup> Avenue, Moline, Illinois.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

### **Sec. 1. PURCHASE PRICE**

Subject to all terms, covenants and conditions of the Agreement, the Buyer will purchase the Property from the Seller, and the Seller will sell the Property to the Buyer and pay therefore the amount of **One and No/100ths Dollars (\$1.00)** (hereinafter "Purchase Price") payable to Seller at time of closing.

### **Sec. 2. CLOSING AND POSSESSION**

Closing shall be on or before **the 15<sup>th</sup> day of October, 2015**, or on such other date as the parties hereto may mutually agree to in writing. Closing shall take place at the office of the closing agent mutually acceptable to Buyer and Seller, and Buyer shall accept the conveyance and pay the Purchase Price to the Seller at such time and place. Buyer shall take possession of the property at closing.

The Buyer at closing shall execute a Right of Entry allowing the Seller and any of its contractors access to the property to complete any and all activities that are required by the Illinois Housing Authority's Blight Reduction Program (hereinafter "BRP").

### **Sec. 3. CONVEYANCE OF PROPERTY**

(a) Form of Deed. At Closing, Seller shall deliver a special Quit Claim Deed ("Deed") in the name of the Buyer to Buyer conveying Seller's interests and title together with such other documents that may be required to record the deed and transfer personal property.



Said Deed shall be conveyed in an “as is, where is” condition with all faults and defects, known or unknown, physical or otherwise, including but not limited to environmental defects, whether disclosed or not disclosed, known or not known, and without representation or warranty, express or implied. Such conveyance subject to such condition shall bar all tort, warranty, and misrepresentation claims, including any action based on non-disclosure. The conveyance and title of the Property shall, in addition to other conditions, covenants and restrictions set forth or referred to elsewhere in the Agreement, be subject to:

1. Applicable statutes, orders, rules and regulations of the Federal Government and State of Illinois, and laws and ordinances of the City of Moline, including zoning, building, and land subdivision laws and regulations; and
2. All easements of record; and
3. Matters that would be revealed by an ALTA survey of the Property.

(b) Proration of Taxes and Adjustments.

1. Seller shall pay general real estate taxes for the current tax bill, that being the 2014 taxes payable in 2015, at the time of closing, if any; and Seller shall assume payment of any real estate taxes for the current tax year, that being 2015 taxes payable in 2016, if any.
2. There are no leases for the subject property requiring a credit for deposits or proration of rents.

(c) Expenses of Transfer. Seller shall pay:

1. Recording fees for deed and mortgages, if any;
2. Cost of Seller’s and Buyer’s abstracting or mortgage title insurance policy, if necessary.

Seller shall be responsible for closing costs.

(d) Settlement Procedures. To the extent the subject transaction is covered by its provisions, the parties agree to comply with the Real Estate Settlement Procedures Act of 1974 (RESPA).

(e) Special Assessments. Seller will be responsible for all special assessments levied as of the date the City Council of the City of Moline approves this sale. Buyer is responsible for all special assessments levied after that date.

(f) Unrecorded Liens, Assessments, Security Interests. Seller represents that there will be no unrecorded liens, assessments, or Uniform Commercial Code Security Interests against any of the Property which will not be satisfied out of the sale price. If any representation above is untrue on the closing date, the Agreement may be terminated by Buyer.

**Sec. 4. PROPERTY CONDITION**

(a) Buyer acknowledges that the Buyer has visually inspected the real estate and the improvements thereof; the Buyer is acquainted with the condition thereof and the Buyer shall accept the Property.

(b) Utility Payments. Utility payments, including but not limited to, water, sewer, storm sewer, electricity, and gas bills, for service incurred up to the date of closing shall be the responsibility of the Seller. Responsibility for utility payments for services incurred after the closing shall be paid by Seller.

**Sec. 5. BLIGHT REDUCTION PROGRAM**

The parties acknowledge and agree that this property is being sold by the Seller to the Buyer as part of the Blight Reduction Program. Therefore, the parties agree that all terms of the attached Memorandum of Understanding dated December 3, 2014, between the parties, attached hereto as Exhibit "A" and incorporated herein by reference, shall apply.

**Sec. 6 ENTIRE AGREEMENT**

This Agreement, and its Exhibits, contains the entire agreement among the parties, and supersedes all prior agreements or other understandings, oral or written, not expressly retained herein. It shall inure to the benefit of, and shall be binding upon the parties hereto and their respective successors or assigns. This Agreement may be modified only by a written amendment signed by all of the parties.

**Sec. 7. APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of Illinois, and the sole and exclusive venue for any disputes arising out of this Agreement shall be any state court located within Rock Island County, Illinois, or federal court located within the appropriate venue. A waiver of any part of this Agreement shall be limited to that specific event and shall not be a waiver of the entire Agreement.

**Sec. 8. SEVERABILITY**

Should any part of this Agreement be determined to be illegal, invalid or otherwise unenforceable, then all such remaining parts not so affected by such illegality, invalidity or unenforceability shall continue in full force and effect, fully binding all parties, their respective heirs and assigns, as to such remaining terms.

**Sec. 9. ASSURANCE OF FURTHER ACTION**

From time to time hereafter and without further consideration, each of the parties to this Agreement shall execute and deliver, or cause to be executed and delivered, such Recordable

Memoranda, further instruments, and agreements, and shall take such other actions, as any other party may reasonably request in order to more effectively memorialize, confirm, and effectuate the intentions, undertakings, and obligations contemplated by this Agreement.

**Sec. 10. ACCEPTANCE**

Until accepted by the Seller, this document constitutes an irrevocable offer to purchase on the terms stated above. Buyer's offer to buy herein shall be irrevocable to and including October 15, 2015. If not so approved by the Seller, through its City Council, by October 15, 2015, this offer and Agreement shall be void.

This Agreement has been read and executed in duplicate on the dates beside the parties' authorized agents' signatures.

IN WITNESS WHEREOF, **Moline Community Development Corporation**, Buyer, has caused this Agreement for Sale of Real Estate to be executed this 1<sup>st</sup> day of September, 2015.

By: William Steinhauser  
Name: Wm. Steinhauser  
Its: Board President

STATE OF ILLINOIS )  
) SS:  
COUNTY OF ROCK ISLAND )

On this 15<sup>th</sup> day of September, 2015, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared William Steinhauser, to me personally known, who, being by me duly sworn, did say that he is the Board President of the Moline Community Development Corporation, executing the within and foregoing instrument to which this is attached; that said instrument was signed and delivered as the free and voluntary act of said corporation, and caused the corporate seal of the said corporation to be affixed thereto, pursuant to authority give by the Board of Directors of said Corporation as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth



Pamela L. Garcia  
NOTARY PUBLIC

IN WITNESS WHEREOF, The City of Moline has caused this Agreement for Sale of Real Estate to be duly executed in its name and on behalf by Scott Raes, its Mayor, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**City of Moline (Seller)**

**Attest:**

\_\_\_\_\_  
Scott Raes, Mayor

\_\_\_\_\_  
Tracy A. Koranda, City Clerk

Approved as to form:

\_\_\_\_\_  
Maureen E. Riggs, City Attorney

STATE OF ILLINOIS                    )  
  )        ss:  
COUNTY OF ROCK ISLAND        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared SCOTT RAES and TRACY A. KORANDA, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Moline, executing the within and foregoing instrument to which this is attached; that said instrument was signed (and sealed) on behalf of (the seal affixed thereto is the seal of said corporation) as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

(seal)

\_\_\_\_\_  
NOTARY PUBLIC

Prepared by:  
Amy L. Keys  
Deputy City Attorney  
City of Moline  
619 16<sup>th</sup> Street  
Moline, IL 61265  
Phone: (309) 524-2021  
Fax: (309) 524-2020

**AGREEMENT FOR SALE OF REAL ESTATE**

**AGREEMENT**, by and between, **MOLINE COMMUNITY DEVELOPMENT CORPORATION**, an Illinois not-for-profit corporation (hereinafter "**Buyer**"), located at 1830 6<sup>th</sup> Avenue, Moline, Illinois, and the **CITY OF MOLINE**, an Illinois municipal corporation, (hereinafter "**Seller**"), located at 619 16<sup>th</sup> Street, Moline, Illinois.

WITNESSETH:

WHEREAS, the Buyer has offered to buy and the Seller is willing to sell the real property more particularly described as:

LOT NUMBER SEVEN IN THAT PART OF THE CITY OF MOLINE  
KNOWN AS AND CALLED RUFUS WALKER'S FIRST ADDITION,  
SITUATED IN THE COUNTY OF ROCK ISLAND, STATE OF ILLINOIS.

PIN: 0833302012, and commonly known as 726 22<sup>nd</sup> St. A, Moline, Illinois.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

**Sec. 1. PURCHASE PRICE**

Subject to all terms, covenants and conditions of the Agreement, the Buyer will purchase the Property from the Seller, and the Seller will sell the Property to the Buyer and pay therefore the amount of **One and No/100ths Dollars (\$1.00)** (hereinafter "Purchase Price") payable to Seller at time of closing.

**Sec. 2. CLOSING AND POSSESSION**

Closing shall be on or before **the 15<sup>th</sup> day of October, 2015**, or on such other date as the parties hereto may mutually agree to in writing. Closing shall take place at the office of the closing agent mutually acceptable to Buyer and Seller, and Buyer shall accept the conveyance and pay the Purchase Price to the Seller at such time and place. Buyer shall take possession of the property at closing.

The Buyer at closing shall execute a Right of Entry allowing the Seller and any of its contractors access to the property to complete any and all activities that are required by the Illinois Housing Authority's Blight Reduction Program (hereinafter "BRP").

**Sec. 3. CONVEYANCE OF PROPERTY**

(a) Form of Deed. At Closing, Seller shall deliver a special Quit Claim Deed ("Deed") in the name of the Buyer to Buyer conveying Seller's interests and title together with such other documents that may be required to record the deed and transfer personal property.



Said Deed shall be conveyed in an "as is, where is" condition with all faults and defects, known or unknown, physical or otherwise, including but not limited to environmental defects, whether disclosed or not disclosed, known or not known, and without representation or warranty, express or implied. Such conveyance subject to such condition shall bar all tort, warranty, and misrepresentation claims, including any action based on non-disclosure. The conveyance and title of the Property shall, in addition to other conditions, covenants and restrictions set forth or referred to elsewhere in the Agreement, be subject to:

1. Applicable statutes, orders, rules and regulations of the Federal Government and State of Illinois, and laws and ordinances of the City of Moline, including zoning, building, and land subdivision laws and regulations; and
2. All easements of record; and
3. Matters that would be revealed by an ALTA survey of the Property.

(b) Proration of Taxes and Adjustments.

1. Seller shall pay general real estate taxes for the current tax bill, that being the 2014 taxes payable in 2015, at the time of closing, if any; and Seller shall assume payment of any real estate taxes for the current tax year, that being 2015 taxes payable in 2016, if any.
2. There are no leases for the subject property requiring a credit for deposits or proration of rents.

(c) Expenses of Transfer. Seller shall pay:

1. Recording fees for deed and mortgages, if any;
2. Cost of Seller's and Buyer's abstracting or mortgage title insurance policy, if necessary.

Seller shall be responsible for closing costs.

(d) Settlement Procedures. To the extent the subject transaction is covered by its provisions, the parties agree to comply with the Real Estate Settlement Procedures Act of 1974 (RESPA).

(e) Special Assessments. Seller will be responsible for all special assessments levied as of the date the City Council of the City of Moline approves this sale. Buyer is responsible for all special assessments levied after that date.

(f) Unrecorded Liens, Assessments, Security Interests. Seller represents that there will be no unrecorded liens, assessments, or Uniform Commercial Code Security Interests against any of the Property which will not be satisfied out of the sale price. If any representation above is untrue on the closing date, the Agreement may be terminated by Buyer.

**Sec. 4. PROPERTY CONDITION**

(a) Buyer acknowledges that the Buyer has visually inspected the real estate and the improvements thereof; the Buyer is acquainted with the condition thereof and the Buyer shall accept the Property.

(b) Utility Payments. Utility payments, including but not limited to, water, sewer, storm sewer, electricity, and gas bills, for service incurred up to the date of closing shall be the responsibility of the Seller. Responsibility for utility payments for services incurred after the closing shall be paid by Seller.

**Sec. 5. BLIGHT REDUCTION PROGRAM**

The parties acknowledge and agree that this property is being sold by the Seller to the Buyer as part of the Blight Reduction Program. Therefore, the parties agree that all terms of the attached Memorandum of Understanding dated December 3, 2014, between the parties, attached hereto as Exhibit "A" and incorporated herein by reference, shall apply.

**Sec. 6 ENTIRE AGREEMENT**

This Agreement, and its Exhibits, contains the entire agreement among the parties, and supersedes all prior agreements or other understandings, oral or written, not expressly retained herein. It shall inure to the benefit of, and shall be binding upon the parties hereto and their respective successors or assigns. This Agreement may be modified only by a written amendment signed by all of the parties.

**Sec. 7. APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of Illinois, and the sole and exclusive venue for any disputes arising out of this Agreement shall be any state court located within Rock Island County, Illinois, or federal court located within the appropriate venue. A waiver of any part of this Agreement shall be limited to that specific event and shall not be a waiver of the entire Agreement.

**Sec. 8. SEVERABILITY**

Should any part of this Agreement be determined to be illegal, invalid or otherwise unenforceable, then all such remaining parts not so affected by such illegality, invalidity or unenforceability shall continue in full force and effect, fully binding all parties, their respective heirs and assigns, as to such remaining terms.

**Sec. 9. ASSURANCE OF FURTHER ACTION**

From time to time hereafter and without further consideration, each of the parties to this Agreement shall execute and deliver, or cause to be executed and delivered, such Recordable Memoranda, further instruments, and agreements, and shall take such other actions, as any other

party may reasonably request in order to more effectively memorialize, confirm, and effectuate the intentions, undertakings, and obligations contemplated by this Agreement.

**Sec. 10. ACCEPTANCE**

Until accepted by the Seller, this document constitutes an irrevocable offer to purchase on the terms stated above. Buyer's offer to buy herein shall be irrevocable to and including October 15, 2015. If not so approved by the Seller, through its City Council, by October 15, 2015, this offer and Agreement shall be void.

This Agreement has been read and executed in duplicate on the dates beside the parties' authorized agents' signatures.

IN WITNESS WHEREOF, **Moline Community Development Corporation**, Buyer, has caused this Agreement for Sale of Real Estate to be executed this 15<sup>th</sup> day of September, 2015.

By: *William Steinhauser*  
Name: William Steinhauser  
Its: Board President

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF ROCK ISLAND )

On this 15<sup>th</sup> day of September, 2015, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared William Steinhauser known, who, being by me duly sworn, did say that he is the Board President of the Moline Community Development Corporation, executing the within and foregoing instrument to which this is attached; that said instrument was signed and delivered as the free and voluntary act of said corporation, and caused the corporate seal of the said corporation to be affixed thereto, pursuant to authority give by the Board of Directors of said Corporation as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth



*Pamela L. Garcia*  
NOTARY PUBLIC

IN WITNESS WHEREOF, The City of Moline has caused this Agreement for Sale of Real Estate to be duly executed in its name and on behalf by Scott Raes, its Mayor, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**City of Moline (Seller)**

**Attest:**

\_\_\_\_\_  
Scott Raes, Mayor

\_\_\_\_\_  
Tracy A. Koranda, City Clerk

Approved as to form:

\_\_\_\_\_  
Maureen E. Riggs, City Attorney

STATE OF ILLINOIS                    )  
  )  
COUNTY OF ROCK ISLAND        )        ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared SCOTT RAES and TRACY A. KORANDA, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Moline, executing the within and foregoing instrument to which this is attached; that said instrument was signed (and sealed) on behalf of (the seal affixed thereto is the seal of said corporation) as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

(seal)

\_\_\_\_\_  
NOTARY PUBLIC

Prepared by:  
Amy L. Keys  
Deputy City Attorney  
City of Moline  
619 16<sup>th</sup> Street  
Moline, IL 61265  
Phone: (309) 524-2021  
Fax: (309) 524-2020