

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

**6:30 p.m.**

**Tuesday, May 10, 2016**

---

### **Proclamation**

- A Proclamation from Vietnam Vets of America to declare May 21, 2016 as “Welcome Home Vietnam Veterans Day.”

### **Presentation**

- Role of City Council (Maureen Riggs, City Attorney)
- Budgetary Comparisons (Kathy Carr, Finance Director)

### **Questions on the Agenda**

### **Agenda Items**

1. **Budget Amendment** (Kathy Carr, Finance Director)
2. **IEPA Final Loan** (Greg Swanson, Utilities General Manger)
3. **Roof Replacement** (Doug House, Municipal Services General Manager)
4. **Road Salt Purchase** (Doug House, Municipal Services General Manager)
5. **Radio Purchase** (Kim Hankins, Public Safety Director)
6. **Professional Services for I-74** (Scott Hinton, City Engineer)
7. **Other**
8. **Public Comment**

### **Informational**

Prospect Park Pavilion (Scott Hinton, City Engineer)

---

# Explanation

---

**1. A Resolution amending Budget Resolution #1148-2015 by authorizing changes to various line items in the budget for FY 2016. (Kathy Carr, Finance Director)**

**Explanation:** Budget amendments are compiled periodically throughout the fiscal year and presented to City Council for approval. These amendments are proposed to reflect recent changes to the current budget that avoid any adverse affect to the City's legal budgetary compliance. Additional documentation attached.

**Staff Recommendation:** Approval  
**Fiscal Impact:** N/A  
**Public Notice/Recording:** N/A  
**Goals Impacted:** Financially Strong City

---

**2. A Resolution authorizing approval of the Final Loan Closing Amendment for Illinois Environmental Protection Agency (IEPA) Drinking Water Project: L171271, which relates to the 2001 IEPA low interest loan for major improvements to the City's drinking water treatment plant. (Greg Swanson, Utilities General Manager)**

**Explanation:** The Illinois Environmental Protection Agency (IEPA) recently concluded all conditions relative to the project work associated with this existing loan have been satisfied. A Final Loan Closing Amendment is necessary to fulfill loan documentation requirements. Additional documentation attached.

**Staff Recommendation:** Approval  
**Fiscal Impact:** Loan repayment is budgeted annually in 310-1715-434.09-24  
**Public Notice/Recording:** N/A  
**Goals Impacted:** Upgrade City Infrastructure & Facilities

---

**3. A Resolution authorizing the Mayor and City Clerk to execute a contract with Economy Roofing & Insulating Co., Inc. for Project #04-16, Roof Removal and Replacement at Fire Station 3 & 4, in the amount of \$39,660.00. (Doug House, Municipal Services General Manager)**

**Explanation:** Bids were publicly open and read on April 26, 2016, with Economy Roofing & Insulating Co., Inc. submitting the lowest responsible and responsive bid in the amount of \$39,660.00. The roof at Fire Stations 3 and 4 are believed to be original to the buildings and have been inspected and identified as being in need of replacement. Additional documentation attached.

**Staff Recommendation:** Approval  
**Fiscal Impact:** \$50,000.00 is budgeted in 010-0841-432.08-05, Building Improvements.  
**Public Notice/Recording:** N/A  
**Goals Impacted:** Financially Strong City ~Upgrade City Infrastructure & Facilities  
A Great Place to Live

---

**4. A Resolution authorizing the Mayor and City Clerk to execute a Road Salt Purchase Agreement for 2016-2017 Season with the City of Davenport. (Doug House, Municipal Services General Manager)**

**Explanation:** The City agrees to purchase 2,000 tons of salt with the Quad City joint salt bid and placing a reserve supplemental order of 4,500 tons, with the City of Davenport as the agent for said purchase. By participating in this contract, a lower cost per ton has been experienced. The City agrees to pay 50 % of the order between July 1, 2016, and July 10, 2016. After delivery, an invoice will be submitted for the balance. Additional documentation attached.

**Staff Recommendation:** Approval  
**Fiscal Impact:** Sufficient funds are budgeted, Account No. 010-0844-431.06-30.  
**Public Notice/Recording:** N/A  
**Goals Impacted:** Financially Strong City & A Great Place to Live

---

**5. A Resolution authorizing the Chief of Police to accept a proposal from RACOM Corporation, Marshalltown, Iowa, for the purchase of four Project 25 (P25) capable control station radios and associated equipment in the amount of \$27,364.** (Kim Hankins, Police Chief/Public Safety Director)

**Explanation:** The current analog control station radios are over 15 years old and in need of replacement. Additionally, the Federal Communications Commission has mandated that all EDACS technology be migrated to digital P25 technology by January 1, 2017. The department's mobile radios were replaced with P25 compliant models in 2015. RACOM Corporation, the sole service and equipment provider for the radio system utilized by the City of Moline, has provided a quote to replace the four control station radios and related equipment in the amount of \$27,364. The proposed radios will support digital P25 based technology, and this final purchase will make the City fully P25 compliant. A Radio Equipment Fund was established during the 2013 budget process, and annual budget transfers since then have resulted in sufficient funds to make the purchase.

**Staff Recommendation:** Approval  
**Fiscal Impact:** Funds are budgeted in the Radio Equipment Fund  
**Public Notice/Recording:** N/A  
**Goal Impacted:** Upgrade City Infrastructure and Facilities

---

**6. A Resolution authorizing approval of a Proposal from Alfred Benesch & Company to Identify City of Moline Infrastructure Conflicts with the Proposed I-74 Improvements.** (Scott Hinton, City Engineer)

**Explanation:** Construction work on the new I-74 Bridge and related roadway improvements is scheduled to begin in 2017. The Illinois Department of Transportation (IDOT) will enter into contracts to reconstruct I-74 and various local streets in Moline from the Mississippi River to approximately 0.9 miles south of Avenue of the Cities. IDOT plans to begin work in the fall of 2017. The City of Moline has existing infrastructure such as water mains, sanitary sewers, storm sewers, street lights, and traffic signals that conflict with this work. IDOT recently provided plans for the proposed work to the City of Moline and advised that all conflicts need to be eliminated prior to the start of the improvements. City staff does not have the ability to identify the conflicts in the required timeframe and needs to contract for the work. Alfred Benesch & Company worked with the City of Moline and other local, state, and federal agencies to develop the plans and specifications for all of the I-74 bridge replacement work and, as such, is the most qualified entity to identify the conflicts. Alfred Benesch & Company proposes to identify all City of Moline infrastructure conflicts with the I-74 improvements for hourly rates as identified in the attached detail, not-to-exceed \$19,150.00. Additional Documentation attached.

**Staff Recommendation:** Approval  
**Fiscal Impact:** \$100,000.00 is budgeted in 510-9957-438.03-22  
**Public Notice/Recording:** N/A  
**Goals Impacted:** Strong Local Economy & Upgrade City Infrastructure & Facilities

---

# MEMORANDUM

To: Lewis Steinbrecher, City Administrator

From: Kathleen Carr, Finance Director

Subj: 2016 Recommended Budget Amendments

Date: May 4, 2016

Budget amendments are compiled periodically throughout the fiscal year and presented to City Council for approval.

<u>Account Number</u>	<u>Current Budget</u>	<u>Budget Adjustment</u>	<u>Revised Budget</u>
1) 010-0631-415.01-01 Full Time Salaries	\$702,850	\$13,805	\$716,655
010-0631-415.01-27 Other Accum Leave Pay	\$0	\$320	\$320
010-0631-415.02-30 Retirement-FICA/MC	\$51,980	\$995	\$52,975
010-0631-415.02-35 Retirement - IMRF	\$72,325	\$1,455	\$73,780
010-0631-415.02-50 Group Health Insurance	\$131,815	\$1,765	\$133,580
010-9955-481.10-98 Contingency	\$561,560	(\$18,340)	\$543,220

Explanation: Cover 2016 expenses for Parking Services Technician.

---

2) 320-1838-433.07-50 Other Capital Equipment	\$0	\$70,000	\$70,000
320-1840-433.03-22 Professional/Technical	\$0	\$150,000	\$150,000
320-0000-300.00-00 Reserves	\$0	\$220,000	\$220,000

Explanation: The Sludge Press Polymer Blending and South Slope Collection Study projects were not completed in 2015 due to their scope and other work demands. Both projects will be completed in 2016.

---

---

<b>Account Number</b>	<b>Current Budget</b>	<b>Budget Adjustment</b>	<b>Revised Budget</b>
3) 244-0775-496.08-45 Water Contracts	\$0	\$500	\$500
244-0000-300.00-00 Reserves	\$0	\$500	\$500

Explanation: TIF#6 funds that were not used in 2015 for project work. Engineering project #1188 – Hawk Hollow Subdivision (Water main).

4) 244-0775-496.08-35 Storm Water Main	\$0	\$11,200	\$11,200
244-0000-300.00-00 Reserves	\$500	\$11,200	\$11,700

Explanation: TIF #6 funds that were not used in 2015 for project work carried over to 2016. Engineering project #1188 – Hawk Hollow Subdivision (Storm water)

5) 244-0775-496.08-10 Street Contracts	\$0	\$45,600	\$45,600
244-0000-300.00-00 Reserves	\$11,700	\$45,600	\$57,300

Explanation: TIF #6 funds that were not used in 2015 for project work carried over to 2016. Engineering project #1188 – Hawk Hollow Subdivision (Paving).

6) 245-0775-496.08-30 Sanitary Sewer	\$0	\$1,235,000	\$1,235,000
245-0000-300.00-00 Reserves	\$3,640,335	\$1,235,000	\$4,875,335

Explanation: TIF #7 funds that were not used in 2015 for project work carried over to 2016. Engineering project #1206 – Airport Industrial Park Utility Extensions. (Sewer)

7) 245-0775-496.08-45 Water Contracts	\$0	\$1,100,000	\$1,100,000
245-000-300.00-00 Reserves	\$4,875,335	\$1,100,000	\$5,975,335

Explanation: TIF #7 funds that were not used in 2015 for project work carried over to 2016. Engineering project #1206 – Airport Industrial Park Utility Extensions (Water).

---

<b>Account Number</b>	<b>Current Budget</b>	<b>Budget Adjustment</b>	<b>Revised Budget</b>
8) 260-0775-496.08-01 Land Acquisition	\$0	\$18,085	\$18,085
260-000-300.00-00 Reserves	\$3,069,440	\$18,085	\$3,087,525

Explanation: TIF #11 funds that were not used in 2015 for project work that has not started. Engineering project #1232 – Washburn Building Demo.

---

9) 330-1971-433.08-35 Storm water Projects	\$380,000	\$1,675	\$381,675
330-000-300.00-00 Reserves	\$0	\$1,675	\$1,675

Explanation: Storm water Utility funds that were not used in 2015 for Engineering Project #1214 2015 Utility Relocations along John Deere Road. Project #1214 has not been completed and still open in FY2016.

---

10) 510-9957-438.04-25 Contractual Repairs	\$1,365,000	\$175,000	\$1,540,000
510-000-300.00-00 Reserves	\$210,000	\$175,000	\$385,000

Explanation: Utility Tax funds that were not used in 2015 for Engineering Project #1214 2015 Utility Relocations along John Deere Road. Project #1214 has not been completed and is still open in FY2016.

---

11) 510-9956-438.08-10 Street Contracts	\$1,965,000	\$66,216	\$2,031,216
510-000-300.00-00 Reserves	\$385,000	\$66,216	\$451,215

Explanation: Utility Tax funds that were not used in 2015 for Engineering Project #1231 Ravine Sanitary Sewer Replacement. Project #1231 has not been completed and is still open in FY2016.

---

---

<b>Account Number</b>	<b>Current Budget</b>	<b>Budget Adjustment</b>	<b>Revised Budget</b>
12) 310-1716-434.08-45 Water Contracts	\$1,250,000	\$519,495	\$1,769,495
310-000-300.00-00 Reserves	\$0	\$519,495	\$519,495

Explanation: Water funds that were not used in 2015 for Engineering Project #1199 – 38<sup>th</sup> Avenue Utility Relocations for \$234,495 and Project #1214 – 2015 Utility Relocations along John Deere Road for \$285,000.

---

13) 320-1840-433.08-30 Sanitary Sewer Contracts	\$1,165,000	\$594,160	\$1,759,160
320-0000-300.00-00	\$220,000	\$594,160	\$814,160

Explanation: WPC funds that were not used in 2015 for Engineering Project #1231 – 2015 Ravine Sanitary Sewer Replacement for \$522,134, Project #1199 – 38<sup>th</sup> Avenue Utility Relocations for \$12,024.35 and Project #1214 – 2015 Utility Relocations Along John Deere Road for \$60,000.

---

**LENDER:**

Illinois Environmental Protection Agency  
 Bureau of Water  
 Infrastructure Financial Assistance Section  
 P.O. Box 19276  
 1021 North Grand Avenue, East  
 Springfield, IL 62794-9276

**RECIPIENT:**

City of Moline  
 30 18th Street  
 Moline, IL 61265

FEIN: 366005999

**TERMS OF THE LOAN**

Previous Loan Amount:	\$11,508,800.00	Construction start:	10/26/2001
This Action:	\$ 0.00	Construction complete:	12/05/2006
Loan amount:	\$11,508,800.00	Initiation of operation:	12/06/2006
Annual fixed loan rate:	2.6750%	Initiation of repayment period:	11/19/2004
Term:	20 years	First repayment due:	01/19/2005
Repayments:	Semi-Annual	Final repayment due:	07/19/2024

**LOAN OFFER AND ACCEPTANCE**

***Offer by the State of Illinois Environmental Protection Agency***

Except as provided herein, and in the accompanying Letter of Transmittal, all terms and conditions of the original Loan Agreement, including prior amendments, remain unchanged and in full force and effect.

<i>Lisa Bonnett</i>	Director	Lisa Bonnett	<i>4/4/16</i>
Agency Signature	Title	Name	Date
By: <i>Carol Radwine</i>	Chief Financial Officer	Carol Radwine	<i>4/4/16</i>
Agency Signature	Title	Name	Date

**This offer must be accepted, if at all, on or before 05/31/2016.**

Acceptance on behalf of the Borrower

Authorized Representative (Signature)

Date

Name and Title of Authorized Representative (Type or Print)

**PROJECT DESCRIPTION**

The project consists of upgrading the water treatment plant and includes the following improvements:

- Install intake heater controls, river stage/temperature monitors, upgrade waste washwater pumps and install mixers in washwater basin.
- Upgrade solids contact basins building and filter building with new roofing, and upgrade basins building and filter/pipe gallery with climate control equipment.
- Upgrade existing filters with new media in filter #1 and filter #3 through filter #8, repair concrete walls of filter basins/boxes, replace filter rate controllers, valves and motor actuators, install filter particle counters and rehabilitate filter building.
- Upgrade sedimentation basins by repairing concrete, adding a wood baffle and concrete fill to sedimentation basin #3 and constructing a building structure over sedimentation basins #2 and #3.
- Install a carbon feeder, sodium hypochlorite disinfection system and carbon dioxide storage tank.
- Replace booster pump station and main pump station building roofing, rehabilitate main pump station building, and rehabilitate four discharge valves and install variable speed drive equipment at the main pump station.
- Rehabilitate headhouse building including new roofing, modify headhouse laboratory and office space and upgrade lunchroom facilities.
- Rehabilitate garage, tool room and meter shop including roofing, flooring and structural repairs.
- Upgrade instrumentation and electrical including a new SCADA system, substation, switchgear, high lift pump motors, control centers, diesel generator and security system.
- Convert solids contact basins and sedimentation basin #2 into presedimentation basins and modify reaction basins of sedimentation basin #2.
- Construct two new hydraulic cone-type solids contact units with headtank also including lime and polymer feed systems all in a new building structure, install screw pumps and relocate chemical storage and feed systems into new building structure.
- Construct new three level plant building to include a laboratory, operations office, training/meeting room, instrument repair shop, archive/records room, toilet/locker room and storage area.
- All necessary appurtenances, piping, electrical, heating/air conditioning systems, exhaust/ventilation systems and site work to make the project complete and operational.

This work is covered by IEPA Permit number 2173-F42001. This work is covered by IEPA Permit Number 20012173.

**PROJECT BUDGET**

	TOTAL	ELIGIBLE
Construction - Williams Brothers Const.	\$21,026,263.00	\$20,947,378.00
<b>TOTAL</b>	<b>\$21,026,263.00</b>	<b>\$20,947,378.00</b>

The loan amount is \$11,508,800.00.

**OTHER FUNDING SOURCES/COSTS EXCLUDED FROM LOAN**

Local funds \$9,438,578.00

***FINANCIAL SUMMARY***

Total Disbursements	\$11,508,800.00
Construction Period Interest Financed	\$491,200.00
Total Amount Financed	\$12,000,000.00
Construction Period Interest Not Financed	\$5,776.30

***STANDARD CONDITIONS***

Please see Attachment A.

## ***Attachment A***

Loan Recipient: City of Moline  
L171271

### ***Loan Agreement – Standard Conditions*** **Illinois EPA Public Water Supply Loan Program**

#### **1. PROJECT SCHEDULE**

For the purposes of this agreement, the start date will be the date the agreement is executed by the governmental entity and the complete date will be the date of final repayment. Any obligation of the State of Illinois and the Agency to make any disbursement of loan funds shall terminate unless this project work is initiated and completed in accordance with the schedule contained in the Loan Agreement.

#### **2. AVAILABILITY OF APPROPRIATIONS; SUFFICIENCY OF FUNDS**

This Loan Agreement is contingent upon and subject to the availability of sufficient funds. The Agency may terminate or suspend this Loan Agreement, in whole or in part, without penalty or further disbursements being required, if (i) sufficient State funds have not been appropriated to the Agency or sufficient Federal funds have not been made available to the Agency by the Federal funding source, (ii) the Governor or the Agency reserves appropriated funds, or (iii) the Governor or the Agency determines that appropriated funds or Federal funds may not be available for payment. The Agency shall provide notice, in writing, to the loan recipient of any such funding failure and its election to terminate or suspend this Loan Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the loan recipient's receipt of notice. Should the Agency terminate or suspend this Loan Agreement as described above, the loan recipient shall still be required to repay to the Agency in accordance with this Loan Agreement the total amount of loan disbursements made by the Agency.

#### **3. DISBURSEMENTS**

Disbursement requests for project work will be processed based on costs incurred, subject to the appropriation of funds by the Illinois General Assembly. Such disbursement requests will be monitored for compliance with applicable state and federal laws and regulations, including Section 705/4(b)(2) of the Illinois Grant Funds Recovery Act (30 ILCS 705), and shall constitute quarterly reports as required therein by describing the progress of the project and the expenditure of the loan funds related thereto. Any loan funds remaining unexpended in the project account after all application loan conditions have been satisfied and a final loan amendment has been executed shall be returned to the State within forty-five (45) days of the execution date on the final loan amendment. If the loan recipient reimburses their contractor(s) prior to requesting funds from Illinois EPA, the Loan Recipient shall request reimbursement from the Agency within 30 days of reimbursing their contractor(s) in accordance with Internal Revenue Service regulations.

#### **4. REPAYMENT SCHEDULE – Nature of Obligations, Fixed Loan Rate, Interest, Loan Support and Principal Payments.**

a) In accordance with Ill. Adm. Code 662.440, the fixed rate is comprised of interest and loan support, both of which are established annually and reported at the Agency's public hearing. The term "interest" is used in this Loan Agreement as well as future correspondence, repayment schedules, etc. to reflect both interest and loan support.

b) This Loan Agreement has been issued and entered into pursuant to an authorizing ordinance of the loan recipient. The recipient recites that it has taken all required actions to enter into the Loan Agreement and has complied with all provisions of law in that regard.

c) By this Loan Agreement, the loan recipient agrees to repay to the Agency (or, upon notice by the Agency to the loan recipient, the Agency's assignee) the principal amount of the loan with interest on the outstanding and unpaid principal amount of the loan from time to time until repaid in full, all as provided in this Loan Agreement.

d) For purposes of determining the repayment amount, the principal amount of the loan shall be the total amount of loan disbursements made by the Agency under this Loan Agreement, plus interest treated as principal as provided in paragraph (g) below. The amount financed shall not exceed the amount identified in the approved authorizing ordinance.

e) The final principal amount will be determined by the Agency after a final disbursement request, final inspection and project review have been made to ensure all applicable loan conditions have been satisfied.

f) Simple interest on each loan disbursement will begin on the day after the date of the issuance of a warrant by the Comptroller of the State of Illinois.

g) Interest and principal on the loan will be due on the dates and in the amounts as set forth in repayment schedules provided for in this paragraph. Upon the initiation of the loan repayment period, the Agency shall establish and notify the loan recipient of an interim repayment schedule in accordance with the terms of this loan. After the Agency conducts the final review of the costs of the project to establish the final principal amount, the Agency shall establish and notify the loan recipient of a final repayment schedule. For purposes of calculating the repayment schedules, the Agency shall consider principal of the loan to consist of all unrepaid disbursements plus all unrepaid interest accrued on these disbursements at the time the schedule period begins. Each of these repayment schedules shall provide for repayment installments consisting of principal plus simple interest on the unpaid principal balance. The installment repayment amount may change when the interim repayment schedule is replaced by the final repayment schedule.

h) Interest on each loan disbursement shall be calculated on the basis of the total number of days from the date the interest begins to accrue to the beginning of the repayment period and will be calculated on a daily basis using a 365 day year. All interest due on the principal of the loan during the repayment period is calculated on a periodic basis.

i) The Loan Agreement shall be subject to prepayment at any time in whole or in part, at the option of the loan recipient, by payment of the outstanding principal plus accrued and unrepaid interest on that principal accrued to the date of prepayment.

## 5. MODIFIED OR SUBSEQUENT ORDINANCES

The ordinance authorizing entry into this Loan Agreement or dedicating the source of revenue shall not be amended or superseded substantively or materially without the prior written consent of the Agency.

## 6. DBE REPORTING REQUIREMENTS

The loan recipient is required to comply with the Disadvantaged Business Enterprise (DBE) reporting requirements as established and mandated by federal law and implemented in federal code: 40 CFR Part 33. Compliance with the code will necessarily involve satisfaction of the six (6) good faith efforts as set forth in the federal DBE program, and will require the use of the particular contract specifications and language for advertising of the project. More information and guidance on the DBE requirements is available on the IEPA web site at:

<http://www.epa.state.il.us/water/forms.html#financial-assistance>

## 7. COMPLIANCE WITH ACT AND REGULATIONS

The Agency shall not make any payments under this loan offer if the construction project has been completed and is being operated in violation of any of the provisions of the Safe Drinking Water Act, Environmental Protection Act (415 ILCS 5/1 et seq.) or Public Water Supply Regulations of Illinois (Title 35: Subtitle F: Chapter I: Pollution Control Board Regulations and Chapter II: Agency Regulations) adopted thereunder.

## 8. FINAL INSPECTION

The loan recipient shall notify the Agency's Infrastructure Financial Assistance Section's (IFAS) Post Construction Unit in writing within 30 days from the construction completion date and shall submit the final change order, along with the contractor's final costs. Within 90 days from the construction completion date the loan recipient shall forward two (2) copies of the final plans of record to the appropriate Agency regional field office along with a formal written request for a final inspection (a copy of the written request and a completed "Certificate Regarding O & M" (available on the Agency website) shall be sent to the Agency's IFAS Post Construction Unit). The regional field office will contact the loan recipient to schedule the final inspection within 60 days of the written request for a final inspection.

## 9. OPERATION AND MAINTENANCE OF THE PROJECT

The Agency shall not approve the final inspection for the project unless the loan recipient has certified that the training and operation and maintenance documents have been provided in accordance with 35 Ill. Adm. Code 662.740.

#### 10. FLOOD INSURANCE

Evidence must be provided that flood insurance has been acquired on eligible structures constructed under this Loan Agreement as soon as structures are insurable.

#### 11. DELINQUENT LOAN REPAYMENTS

a) In the event that a repayment is not made by a loan recipient according to the loan schedule of repayment, the loan recipient shall notify the Agency in writing within 15 days after the repayment due date in accordance with 35 Ill. Adm. Code 662.1120 Delinquent Loan Repayments.

b) After the receipt of this notification, the Agency shall confirm in writing the acceptability of the loan recipient's response or take appropriate action.

c) In the event that the loan recipient fails to comply with the above requirements, the Agency shall promptly issue a notice of delinquency which requires a written response within 30 days.

d) Failure to take appropriate action shall cause the Agency to pursue the collection of the amounts past due, the outstanding loan balance and the costs thereby incurred, either pursuant to the Illinois State Collection Act of 1986 (30 ILCS 210) or by any other reasonable means as may be provided by law.

#### 12. SINGLE AUDIT ACT

Federal funds from Capitalization Grants for the Drinking Water State Revolving Fund (i.e. see Catalogue of Federal and Domestic Assistance number 66.468), which the Agency receives from the U.S. Environmental Protection Agency, may be used for this loan. Receipt of federal funds may require an annual audit which conforms to the Single Audit Act and O.M.B. Circular A-133. If a Single Audit is required, all loans from both the Drinking Water and Wastewater State Revolving Fund receiving federal funds must be audited and included in the audit report. The Agency will notify the recipient of any federal funds disbursed during the recipient's fiscal year.

#### 13. SUBCONTRACTS UNDER CONSTRUCTION CONTRACTS

The award or execution of all subcontracts by a prime contractor and the procurement and negotiation procedures used by such prime contractor in awarding or executing such subcontracts shall comply with:

- a) All provisions of federal, State and local law.
- b) All provisions of 35 Ill. Adm. Code 662 with respect to fraud and other unlawful or corrupt practices.
- c) All provisions of 35 Ill. Adm. Code 662 with respect to access to facilities, records and audit of records.

#### 14. REQUIREMENTS OF BOND ORDINANCE

If the dedicated source of revenue is pledged in a subordinate position to an existing revenue bond ordinance, the covenants regarding coverage and reserve shall be in accordance with 35 Ill. Adm. Code 662.930.

#### 15. RECORDS RETENTION

The loan recipient agrees to establish and maintain the books and other financial records pertaining to this project in accordance with Generally Accepted Accounting Principles as issued by the Governmental Accounting Standards Board (GASB), including standards relating to the reporting of infrastructure assets per GASB Statement No. 34. The loan recipient shall maintain all books and records pertaining to this project for a period not less than 3 years from the date of the final loan closing. All records pertaining to the issuance of bonds and the repayment of this loan shall be maintained for a period not less than 3 years from the final repayment date. The loan recipient agrees to permit the Agency or its designated representatives, including the Illinois Auditor General and the Illinois

Attorney General, to inspect and audit the books and financial records pertaining to the project and the expenditure of the loan funds related thereto.

#### 16. CONTINUING DISCLOSURE

The recipient covenants and agrees that, if at any time the Agency shall notify the recipient that the recipient is deemed to be an "obligated person" for purposes of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule"), the recipient shall promptly execute an undertaking in form acceptable to the Agency in compliance with the Rule in which the recipient shall agree, among other things, to provide annual financial information (as defined in the Rule) with respect to the recipient to all required information repositories for so long as the recipient shall be deemed an obligated person. The recipient shall be deemed to be an obligated person at any time the aggregate principal amount of one or more of the recipient's outstanding loans with the Agency, which are pledged to secure bonds issued on behalf of the Agency, exceeds a percentage (currently 20%) of the aggregate principal amount of all loans of the Agency pledged to secure such bonds.

#### 17. WAGE RATE REQUIREMENTS

The loan recipient is required to comply with Wage Rate requirements established in rules issued by the U.S. Department of Labor to implement the Davis-Bacon Wage Act and other related acts (29 CFR Parts 1, 3 and 5). These rules require a number of specific actions by the federal funding recipient (the IEPA), the sub-recipient (the loan recipient) and the contractor, including payroll record certification and reporting as required. More information and guidance on the Davis-Bacon Wage Act requirements are available on the IEPA web site at: <http://www.epa.state.il.us/water/forms.html#financial-assistance>

#### 18. USE OF AMERICAN IRON AND STEEL

The loan recipient will be required to comply with the "Use of American Iron and Steel" requirements as contained in Section 436 (a) – (f) of H.R. 3547, the "Consolidated Appropriations Act, 2014". This requirement is only applicable if federal American Iron and Steel requirements were a condition of the original loan agreement.

#### 19. REPORTING REQUIREMENTS

The loan recipient will be required to comply with the volume and frequency of reporting requirements that may be required by the federal or State funding authority.

#### 20. ADDITIONAL COMPLIANCE ITEMS

The loan recipient, prime contractor(s) and subcontractor(s) shall comply with applicable federal funding certifications, non-discrimination statutes, regulations and environmental standards, including but not limited to the following:

- a) The Americans with Disabilities Act of 1990, as amended, and 42 USC 12101
- b) New Restrictions on Lobbying at 40 CFR, Part 34
- c) Immigration and Naturalization Service Employment Eligibility Rules, (I-9 Forms)
- d) False Claims Act – Prompt referral to USEPA's Inspector General of any credible evidence of a false claim or criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds under this loan (Loan Recipient Only)
- e) The Coastal Zone Management Act of 1972, 16 U.S.C. 1451 (Loan Recipient Only)

#### 21. CERTIFICATION

By accepting this loan offer, the loan recipient certifies under oath that all information in the loan agreement and the related loan application is true and correct to the best of the loan recipient's knowledge, information and belief, and that the loan funds shall be used only for the purposes described in the loan agreement. This offer of loan funds is conditioned upon such certification.

#### 22. FISCAL SUSTAINABILITY PLAN REQUIREMENTS

The loan recipient shall comply with the Fiscal Sustainability Plan (FSP) requirement contained in Section 603(d)(1)(E) of the Federal Water Pollution Control Act by submitting a certification that they have developed and implemented a FSP. This provision applies to all loans for which the borrower submitted a loan application on or after October 1, 2014. The Agency will send the loan recipient a FSP Development Certification form prior to final loan closing which shall be submitted and returned as directed. This requirement is only applicable if fiscal sustainability plan requirements were a condition of the original loan agreement. This condition only applies to loans issued from the Water Pollution Control Loan Program. This condition does not apply to Public Water Supply loans.

### 23. SIGNAGE REQUIREMENT

The loan recipient shall meet a signage requirement by posting a sign at the project site or making an equivalent public notification such as a newspaper or newsletter publication; utility bill insert; or online posting for the project duration. After the signage requirement is met, documentation must be submitted to the IEPA using the Public Notification/Signage Requirement Certificate of Completion. Guidance is available on the IEPA website.

# CITY OF MOLINE, IL BID TABULATION

Project No. 04-16, Roof Removal and Replacement at Fire Station 3 and 4

Bid Date and Time: April 26, 2016 10:00 a.m.



ITEM NO.	ITEM	APPROX QUANTITY	UNIT	Economy Roofing & Insulating Co., Inc.		Sterling Commercial Roofing, Inc.		Olde Town Roofing	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Removal of existing roof and installation of a new roof	1	L. Sum	\$39,660.00	\$39,660.00	\$46,200.00	\$46,200.00	\$48,000.00	\$48,000.00
							\$0.00		\$0.00
	<b>TOTAL:</b>				\$39,660.00		\$46,200.00		\$48,000.00

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	Quality Construction Services, Inc.					
				UNIT PRICE	AMOUNT				
1	Removal of existing roof and installation of a new roof	1	L. Sum						
	<b>TOTAL:</b>					Incomplete Bid			



**ROAD SALT PURCHASE AGREEMENT FOR  
2016-2017 SEASON**

**FORM TO BE RETURNED BY May 20<sup>th</sup>, 2016 – to City of Davenport, Purchasing Division,  
226 W 4<sup>th</sup> St., Davenport, IA 52801**

**The City (County, Township, etc.) of Moline, Illinois agrees to order and purchase 2,000 tons of salt with the Quad City joint salt bid, with the City of Davenport, as the agent for the purchase. We also acknowledge that our council or appropriate board has approved this purchase prior to this order. We agree to pay 50% of our order between July 1, 2016 and July 10, 2016. After delivery, the City of Davenport will submit an invoice for the balance. We agree to pay that invoice within 30 days of it being submitted.**

**We are also placing a reserve supplemental order of 4,500 tons. We agree to purchase 25% of this supplemental order by March 1, 2017. All salt orders must be processed through the City of Davenport's Street Division. Orders should NOT be placed with the salt vendor.**

**Government agency**

\_\_\_\_\_  
**Authorized signature**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**





Alfred Benesch & Company  
205 North Michigan Avenue, Suite 2400  
Chicago, IL 60601-5927  
www.benesch.com  
P 312-565-0450  
F 312-565-2497

May 2, 2016

Ms. Laura Klauer  
Civil Engineer  
Engineering Division  
City of Moline Illinois  
3635 4th Ave  
Moline, IL 61265

City of Moline Utility Conflict Identification for I-74 Reconstruction Projects:

Dear Ms. Klauer:

Benesch is pleased to submit the enclosed proposal for the identification of the conflicts between the proposed I-74 Corridor Reconstruction and existing Moline infrastructure. The City of Moline owns watermain, sanitary sewer, electrical lines (most are Mid-American), and storm sewer. As per the discussions with you on April 26, 2016, this is the first of two proposals. The first proposal (Part I) is to identify potential utility conflicts between Moline utility infrastructure and the proposed I-74 reconstruction projects. The I-74 reconstruction project from the Mississippi River to 7th Avenue is currently scheduled for Letting on June 16, 2017 with the remainder portion (from 7th Avenue to approximately 0.9 mile south of Avenue of the Cities) scheduled for Letting on January 19, 2018.

The second proposal (Part II) will task Benesch to resolve Moline utility conflicts identified in the scope of work prepared under Part I, prepare construction plans and specifications, prepare a schedule and priority for relocations, and develop a budget estimate for the City of Moline. The scope and hours of Part II are not included at this time and will be based in part on the number of potential conflicts identified in Part I. It is anticipated that relocation plans will be completed near the end of 2016 to be let in January 2017. Part II will be prepared under separate cover at a later date.

The scope for Proposal I includes the following: to identify possible conflicts with proposed I-74 infrastructure from the Mississippi River to approximately 1 mile South of Avenue of the Cities within the limits of the I-74 Corridor reconstruction Projects. The scope of Part I will look for conflicts in plan view and potholing to determine utility depths is not included at this time. Obtaining utility depths will be coordinated with Moline in Part II. It is assumed Moline will be providing shape files or Cad drawings with existing Moline Utilities. The analysis area is approximately 150 acres.

Attachment A details the tasks and hours for Proposal 1. Based on these assumptions and a 2.85 multiplier on direct labor our estimated fee to perform the scope of work will be completed on an hourly basis at a cost not-to-exceed \$19,150. Attached is Benesch's average rate table and our Standard Terms and Conditions for Professional Services.

Please call if you have any questions or need additional information.

We appreciate this opportunity to work with the City of Moline.

Sincerely,



Diane M. Campione P.E., S.E.  
Senior Project Manager



Elizabeth Gallagher, S.E., P.E.  
Executive Vice President

dmc

<b>ACCEPTED</b>
City of Moline
Signature: _____
Name: _____
Title: _____
Date: _____

**ATTACHMENT A**  
**City of Moline Utility Conflict Identification for I-74 Project**

**Alfred Benesch & Company**

DATE

4/29/16

**GENERAL DESCRIPTION**

The scope of this proposal (Part I) is to identify all potential utility conflicts between Moline utility infrastructure and the proposed I-74 reconstruction projects. The City of Moline owns watermain, sanitary sewer, electrical lines (most are Mid-American), and storm sewer. As per the discussions with you on April 26, 2016, this is the first of two proposals. The first proposal (Part I) is to identify potential utility conflicts between Moline utility infrastructure and the proposed I-74 reconstruction projects. The I-74 reconstruction project from the Mississippi River to 7th Avenue is currently scheduled for Letting on June 16, 2017 with the remainder portion (from 7th Avenue to approximately 0.9 mile south of Avenue of the Cities) scheduled for Letting on January 19, 2018.

The second proposal (Part II) will task Benesch to resolve Moline utility conflicts identified in the scope of work prepared under Part I, prepare construction plans and specifications, prepare a schedule and priority for relocations, and develop a budget estimate for the City of Moline. The scope and hours of Part II are not included at this time and will be based in part on the number of potential conflicts identified in Part I. It is anticipated that relocation plans will be completed near the end of 2016 to be let in January 2017. Part II will be prepared under separate cover at a later date.

The scope for Proposal I includes the following: to identify possible conflicts with proposed I-74 infrastructure from the Mississippi River to approximately 1 mile South of Avenue of the Cities within the limits of the I-74 Corridor reconstruction Projects. The scope of Part I will look for conflicts in plan view and potholing to determine utility depths is not included at this time. Obtaining utility depths will be coordinated with Moline in Part II. It is assumed Moline will be providing shape files or Cad drawings with existing Moline Utilities. The analysis area is approximately 150 acres.

The Tasks associated with this proposal include:

1. Identify discrepancies between the electronic files provided by Moline and the survey data used in the I-74 reconstruction projects
2. Identify potential watermain conflicts
3. Identify potential sanitary sewer conflicts
4. Identify potential storm sewer conflicts
5. Identify potential electrical conflicts
6. Prepare Exhibit depicting each location (of conflict)
7. Prepare Conflict Log
- 8.. Prepare resolution schedule

Task	Item	Description	PM	PE	DE	Sr Tech	TOTAL
1		Compare I-74 Reconstruction survey with Moline electronic files. Document any discrepancies. If significant discrepancies exist, they will be rectified in Part II.	2	4	8	4	18
2		Identify potential watermain conflicts with all proposed I-74 corridor infrastructure including bridges, roadway, sewers, lighting, ITS,	2	2	4		8
3		Identify potential sanitary sewer conflicts with all proposed I-74 corridor infrastructure	2	2	4		8
4		Identify potential storm sewer conflicts with all proposed I-74 corridor infrastructure	2	2	4		8
5		Identify potential electrical conflicts with all proposed I-74 corridor infrastructure	2	2	4		8
6		Prepare Plan View Exhibit with numerical identifiers for all potential conflicts. A strip map or sheets may be used.	4	8	12	16	40
7		Prepare Conflict Log with description, location, and impacted utility	4	6	12	2	24
8		Prepare resolution schedule. The schedule will consider the I-74 Project design and construction schedules and will include target dates for design resolutions and deadlines for physical relocations, where applicable.	16	16	8		40
SUBTOTAL			34	42	56	22	154
		QA/QC Review - 3.5% of Total LOE	4				5
		General Coordination - 2.0% of Total LOE	2				3
		Administration - 2.5% of Total LOE	3				4
<b>TOTAL</b>			<b>43</b>	<b>42</b>	<b>56</b>	<b>22</b>	<b>166</b>

**Alfred Benesch & Company**  
**Great Lakes Region**  
**Hourly Rates as of 01/04/2016**

<b>Classification - Consolidated</b>	<b>Min</b>	<b>Max</b>	<b>Weighted Average</b>
Project Principal	\$75.00	\$105.00	\$80.00
Sr Project Manager	\$56.50	\$80.00	\$67.68
Project Manager II	\$48.30	\$65.60	\$56.97
Project Manager I	\$42.20	\$56.40	\$49.97
Sr Project Engineer	\$39.40	\$85.00	\$56.59
Project Engineer II	\$35.70	\$46.40	\$40.07
Project Engineer I	\$29.80	\$37.30	\$34.40
Senior Designer	\$37.70	\$47.90	\$41.78
Designer II	\$32.20	\$35.00	\$33.30
Designer I	\$25.00	\$32.50	\$29.05
Sr Resident Project Manager	\$55.10	\$61.60	\$58.93
Resident Project Manager II	\$45.50	\$54.20	\$49.85
Resident Project Manager I	\$38.00	\$49.30	\$43.65
Sr. Constr. Representative	\$42.80	\$48.30	\$46.38
Constr. Representative III	\$32.00	\$39.20	\$35.36
Constr. Representative II	\$29.30	\$34.70	\$32.12
Constr. Representative I	\$27.50	\$29.10	\$28.47
Sr Construction Tech Representative	\$33.30	\$41.00	\$36.60
Construction Tech Representative II	\$24.50	\$26.00	\$25.25
Resident Project Assistant	\$26.30	\$28.20	\$27.03
Sr Surveyor	\$46.30	\$46.30	\$46.30
Sr Party Chief	\$39.20	\$39.20	\$39.20
Party Chief	\$29.20	\$31.40	\$30.30
Instrument Operator	\$17.70	\$17.70	\$17.70
Sr Inspector	\$31.30	\$42.00	\$37.26
Sr Technical Specialist	\$30.00	\$60.00	\$45.38
Technical Specialist II	\$23.70	\$35.30	\$29.33
Technical Specialist I	\$29.20	\$29.20	\$29.20
Sr Technologist	\$28.00	\$42.60	\$32.81
Technologist II	\$23.00	\$32.10	\$28.35
Technologist I	\$22.80	\$22.80	\$22.80
Intern	\$15.00	\$15.00	\$15.00
Business Development Manager	\$36.50	\$36.50	\$36.50
Senior Business Development Coordinator	\$35.40	\$35.40	\$35.40
Business Development Coordinator	\$23.00	\$24.80	\$23.90
Business Development Assistant	\$20.50	\$21.00	\$20.75
Sr. Office Manager	\$36.20	\$36.20	\$36.20
Office Manager	\$29.60	\$29.60	\$29.60
Division Admin Assist II	\$16.70	\$16.70	\$16.70
Division Admin Assist I	\$17.50	\$17.50	\$17.50
Project Assistant II	\$22.50	\$27.50	\$25.00

Project Assistant I	\$15.40	\$25.00	\$20.20
Office Assistant	\$16.90	\$16.90	\$16.90
IT Specialist	\$27.00	\$27.00	\$27.00
IT Specialist II	\$37.90	\$37.90	\$37.90



## GENERAL CONDITIONS

### SECTION I - SERVICES BY CONSULTANT

#### 1.1 General

CONSULTANT shall provide services under this AGREEMENT only upon request of the CLIENT, and only to the extent defined and required by the CLIENT. These services may include the use of outside services, outside testing laboratories, and special equipment. Attachments to this AGREEMENT are as identified on the signature page to this AGREEMENT or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this AGREEMENT.

#### 1.2 Scope of Services and Fees

The services to be performed by CONSULTANT and the associated fee are attached hereto and made a part of this AGREEMENT or using by serially numbered Work Authorizations, all as identified on the signature page to this AGREEMENT, and shall be performed by the CONSULTANT in accordance with the CLIENT's requirements. It is mutually understood that CONSULTANT'S fee is not a firm contractual amount except the total fee by the CONSULTANT shall not be exceeded unless authorized in writing by the CLIENT. The intent of the Scope of Services is to identify the services to be provided by CONSULTANT. However, it is specifically understood that by written notice to CONSULTANT, CLIENT can decrease or, with concurrence of CONSULTANT, increase the Scope of Services.

### SECTION II - PAYMENTS TO CONSULTANT

#### 2.1 Method of Payment

Payment for CONSULTANT'S personnel services and direct expenses shall be expressed in U. S. dollars, and based on the Method of Payment which is identified on the signature page to this AGREEMENT or serially numbered Work Authorizations, attached hereto, and made a part of this AGREEMENT.

#### 2.2 Payment for Personnel Services

##### 2.2.1 Payment

Payment for the services rendered by CONSULTANT'S personnel shall be based on the hours of chargeable time and in accordance with CONSULTANT'S Schedule of Unit Rates, which is identified on the signature page to this AGREEMENT and attached hereto, and made a part of this AGREEMENT.

##### 2.2.2 Chargeable Time

Chargeable time for CONSULTANT'S personnel is that portion of their time devoted to providing services requested by CLIENT. Chargeable time for field personnel located away from CONSULTANT'S office for more than one week is a minimum of eight hours per day and five days per calendar week, except for federally declared legal holidays or during an employee's sick leave or vacation time. Travel time from CONSULTANT'S office to an assigned work site, and return to CONSULTANT'S office, is chargeable time; or if more economical for CLIENT, CONSULTANT shall lodge its personnel overnight near the work site in lieu of traveling back to CONSULTANT'S office at the end of each work day.

##### 2.2.3 Overtime Rates

The basis for payment to CONSULTANT for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

#### 2.3 Payment for Direct Expenses

##### 2.3.1 Payment

For Direct Expenses incurred by CONSULTANT, payment to CONSULTANT by the CLIENT shall be in accordance with CONSULTANT'S Schedule of Unit Rates.

##### 2.3.2 Direct Expenses

For the purposes of this AGREEMENT, Direct Expenses to be contracted and managed by CONSULTANT and payable by CLIENT to CONSULTANT shall include: Outside Services including the services and reimbursable expenses for firms other than CONSULTANT which are necessary for the work the CONSULTANT is directed to perform; Laboratory Tests and related reports necessary for the work the CONSULTANT is directed to perform, either by the CONSULTANT or by an outside service for the CONSULTANT; Special Equipment expenses including the costs of the CONSULTANT locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by CONSULTANT at the time of the request for services which are necessary to enable CONSULTANT to provide the services requested; vehicles furnished by CONSULTANT for CONSULTANT'S authorized travels and for CONSULTANT'S field personnel; Per Diem expense or actual costs of maintaining CONSULTANT'S field personnel on or near the Project site, for each day of field assignment away from CONSULTANT'S office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

#### 2.4 Payment Conditions

2.4.1 CONSULTANT shall submit monthly invoices for all personnel services and direct expenses under this AGREEMENT and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by CLIENT. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment and the CLIENT will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

2.4.4 If CLIENT fails to make payment in full to CONSULTANT within sixty (60) days after the date of the undisputed invoice, CONSULTANT may, after giving seven (7) days' written notice to CLIENT, suspend services under this AGREEMENT until paid in full, including interest. CONSULTANT shall have no liability to CLIENT for delays or damages caused by such suspension of services. CLIENT agrees to pay all costs of collection, including reasonable attorney's fees, incurred by CONSULTANT as a result of CLIENT'S failure to make payments in accordance with this AGREEMENT. No final plans, documents or reports will be released for any purpose until CONSULTANT has been paid in full.

**2.4.5** The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with CONSULTANT's costs of doing business, subject to CLIENT's review and concurrence.

### **SECTION III - Term of Agreement**

#### **3.1 Term**

CONSULTANT's obligations to perform under this AGREEMENT shall extend from the date of execution until terminated by either party.

#### **3.2 Abandonment of Work**

CLIENT shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

#### **3.3 Termination of AGREEMENT**

##### **3.3.1 Termination with Cause**

The obligation to provide further services under this AGREEMENT may be terminated with cause by either party. In the event of such termination, either party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. In the event of termination by CONSULTANT caused by failure of the CLIENT to perform in accordance with the terms of this AGREEMENT, CLIENT shall pay for all services performed prior to the effective date of the termination, including all project termination expenses, collection fees and legal expenses. CONSULTANT shall prepare a progress report, including information as to all the services performed by CONSULTANT and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this AGREEMENT to the CLIENT upon receipt of final payment. In the event of termination by the CLIENT caused by failure by CONSULTANT to perform in accordance with the terms of this AGREEMENT, CONSULTANT shall prepare a progress report, including information as to all the services performed by CONSULTANT and the status of the services as of the date of the termination and provide information and documents developed under the terms of this AGREEMENT to the CLIENT. Upon receipt of all other information and documents, CLIENT shall pay CONSULTANT for services performed prior to the effective date of the termination.

##### **3.3.2 Termination without Cause**

Either party may, at its sole discretion, terminate this AGREEMENT without cause at any time. In the event of such termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, CONSULTANT shall prepare a progress report, including information as to all the services performed by CONSULTANT and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this AGREEMENT to the CLIENT upon receipt of final payment.

#### **3.4 Payment for Work Upon Abandonment or AGREEMENT Termination**

If CLIENT abandons requested work or terminates this

AGREEMENT, CONSULTANT shall be paid on the basis of work completed to the date of abandonment or effective date of termination. CONSULTANT shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

### **SECTION IV - General Considerations**

#### **4.1 Assignment and Responsibility for Personnel**

**4.1.1** The assignment of personnel and all phases of the undertaking of the services which CONSULTANT shall provide hereunder shall be subject to the oversight and general guidance of CLIENT.

**4.1.2** While upon the premises of CLIENT or property under its control, all employees, agents, and subconsultants of CONSULTANT shall be subject to CLIENT's rules and regulations respecting its property and the conduct of its employees thereon.

**4.1.3** However, it is understood and agreed that in the performance of the work and obligations hereunder, CONSULTANT shall be and remain an independent Consultant and that the employees, agents or subconsultants of CONSULTANT shall not be considered employees of or subject to the direction and control of CLIENT. CONSULTANT shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

#### **4.2 Insurance**

**4.2.1** CONSULTANT shall furnish CLIENT a certificate of insurance upon request showing amounts and types of insurance carried by CONSULTANT, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by CONSULTANT under this AGREEMENT it will give CLIENT notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.

#### **4.3 Successors and Assigns**

**4.3.1** CLIENT and CONSULTANT each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this AGREEMENT and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this AGREEMENT.

**4.3.2** Neither CONSULTANT nor CLIENT shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent consultants, associates, and subconsultant's as it may deem appropriate to assist in the performance of services hereunder.

**4.3.3** Nothing herein shall be construed to give any rights or benefits hereunder to any one other than CLIENT and CONSULTANT except as otherwise provided herein.

#### **4.4 Compliance with Law**

**4.4.1** CONSULTANT shall comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations

relating to the performance of the services CONSULTANT is to perform under this AGREEMENT.

**4.4.2** Neither the CONSULTANT nor the CONSULTANT's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this AGREEMENT with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

#### **4.5 Ownership and Reuse of Documents**

**4.5.1** All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by CLIENT prior to this AGREEMENT shall remain CLIENT's property. CONSULTANT shall be permitted to rely on CLIENT furnished documents and CLIENT shall make available to CONSULTANT copies of these materials as necessary for the CONSULTANT to perform the services requested hereunder.

**4.5.2** All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and subconsultants) under this AGREEMENT, are instruments of service in respect to the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. CLIENT may make and retain copies for information and reference in connection with the use and the occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Further, CONSULTANT makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by CONSULTANT in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to CLIENT. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT's independent professional associates or subconsultants, and CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

#### **4.6 Severability**

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

#### **4.7 Location of Underground Utilities**

It shall be the CLIENT's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If the CLIENT elects not to assume this responsibility, CLIENT shall notify CONSULTANT and shall compensate CONSULTANT for all costs associated with locating and physically marking said underground utilities and structures over and above the estimated project fee. CLIENT shall indemnify and hold CONSULTANT harmless

from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, CONSULTANT will not begin work until this has been accomplished.

#### **4.8 Subsurface Investigations**

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the CONSULTANT.

#### **4.9 CONSULTANT's Personnel at Project Site**

**4.9.1** The presence or duties of the CONSULTANT personnel at a Project site, whether as onsite representatives or otherwise, do not make the CONSULTANT or its personnel in any way responsible for those duties that belong to the CLIENT and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The CONSULTANT and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except CONSULTANT's own personnel.

**4.9.2** The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to CLIENT a greater degree of confidence that the completed work will conform generally to the project documents and that the integrity of the design concept as reflected in the project documents has been implemented and preserved by the contractor(s). CONSULTANT neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

#### **4.10 Opinions of Cost, Financial Considerations, and Schedules**

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, the CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. CONSULTANT's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of CONSULTANT's experience and qualifications and represent CONSULTANT's judgments as an experienced and qualified professional consultant familiar with the construction industry. CONSULTANT makes no warranty that the CLIENT's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the CONSULTANT's opinions, analyses, projections, or estimates. If CLIENT wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, CLIENT will employ an independent cost estimator, contractor, or other appropriate advisor.

#### **4.11 Disposition of Samples and Equipment**

##### **4.11.1 Disposition of Samples**

No samples and/or materials will be kept by CONSULTANT longer than thirty (30) days after submission of the final report unless agreed otherwise.

##### **4.11.2 Hazardous or Potentially Hazardous Samples and Materials**

In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, CONSULTANT will, after completion of testing, return such samples and materials to CLIENT, or have the samples and materials disposed of in accordance with CLIENT's directions and all applicable laws. CLIENT agrees to pay all costs associated with the storage, transportation, and disposal of samples and materials. CLIENT recognizes and agrees that CONSULTANT at no time assumes title to said samples and materials, and shall have no responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

##### **4.11.3 Contaminated Equipment**

All laboratory and field equipment contaminated in CONSULTANT's performance of services will be cleaned at CLIENT's expense. Contaminated consumables will be disposed of and replaced at CLIENT's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of CLIENT. At CLIENT's expense, such equipment shall be delivered to CLIENT, or disposed of in the same manner specified in 4.11.2 above. CLIENT agrees to pay CONSULTANT the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to CLIENT pursuant to this AGREEMENT.

#### **4.12 Discovery of Unanticipated Pollutant and Hazardous Substance Risks**

**4.12.1** If CONSULTANT, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of CONSULTANT's services will be reconsidered and that this AGREEMENT shall immediately become subject to renegotiation or termination.

**4.12.2** In the event that the AGREEMENT is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that CONSULTANT shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this AGREEMENT, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

**4.12.3** CLIENT also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for CONSULTANT to take immediate measures to protect health and safety. CONSULTANT agrees to notify CLIENT as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. CLIENT authorizes CONSULTANT to take measures that in CONSULTANT's sole judgment are justified to preserve and protect the health and safety of CONSULTANT's personnel and the public. CLIENT agrees to compensate CONSULTANT for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon CONSULTANT any duties or obligations other than those imposed by law.

## **SECTION V - Professional Responsibility**

### **5.1 Performance of Services**

Client acknowledges that the performance of professional services is not an exact science, and errors and omissions may occur that are within the industry standard of practice which states that CONSULTANT will strive to perform services under this AGREEMENT in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, or otherwise.

### **5.2 Limitation of Liability**

CLIENT and CONSULTANT agree to allocate certain of the risks so that, to the fullest extent permitted by law, CONSULTANT's total liability to CLIENT is limited to the available limit of CONSULTANT's insurance coverage or the total fee for Services rendered on this Project, whichever is less, this being the CLIENT's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this AGREEMENT from any cause or causes. Such causes include, but are not limited to, CONSULTANT's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

### **5.3 No Special or Consequential Damages**

CLIENT and CONSULTANT agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

### **5.4 Indemnification**

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold CONSULTANT, its officers, directors, employees, and, subconsultants harmless from and against any and all claims, damages, losses and expenses, defense costs including attorneys' fees, and court or arbitration costs and other liabilities arising out of or resulting from, wholly or in part, the performance of CONSULTANT's services hereunder; provided that CLIENT shall not indemnify CONSULTANT against liability for damages or expenses to the extent caused by the negligence of CONSULTANT, its officers, directors, employees, or subcontractors.

### **5.5 No Third Party Beneficiaries**

CLIENT and CONSULTANT expressly agree that AGREEMENT does not confer upon any third party any rights as beneficiary to this AGREEMENT. CONSULTANT accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

CLIENT agrees that CONSULTANT's services and work products are for the exclusive present use of CLIENT. CLIENT agrees that CONSULTANT's compliance with any request by CLIENT to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this AGREEMENT nor does it create or confer any third party beneficiary rights on any third party.

## **SECTION VI - Miscellaneous Provisions**

### **6.1 Notices**

Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

### **6.2 Joint Preparation**

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this AGREEMENT, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

### **6.3 Headings**

Headings used in this AGREEMENT are for the convenience of reference only and shall not affect the construction of this AGREEMENT

### **6.4 Dispute Resolution**

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that each dispute, claim or controversy arising from or related to this AGREEMENT or the relationships which result from this AGREEMENT shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

Furthermore, in no circumstances shall a party to this AGREEMENT be joined by the other party to any other lawsuit, dispute or legal proceeding involving a party and any of the party's, consultants, subconsultants, lower tier subconsultants, other design professionals, construction managers, or other individuals or entities unless the parties agree to be joined in writing.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

### **6.5 Governing Law**

This AGREEMENT is to be governed by the laws of the jurisdiction in which the project is located. For locations outside of the United States, this AGREEMENT shall be governed by the laws of the State of Illinois.

### **6.6 Entire Agreement**

This AGREEMENT, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire AGREEMENT between the parties hereto and no changes,

modifications, extensions, terminations, or waivers of this agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

May 2, 2016

Scott Hinton  
City of Moline  
3635 4<sup>th</sup> Avenue  
Moline, IL 61265

RE: Prospect Park Pavilion – Structural Evaluation

Dear Scott,

This report will outline the structural observations, evaluations, and recommendation for the renovations and repairs required to the Prospect Park Pavilion to fix the leaning structure and cracking foundation walls.

**Summary of 2014 Missman, Inc. Report:**

The City of Moline provided Shive-Hattery (S-H) with a copy of structural assessment report developed by Missman, Inc. dated September 19, 2014. In this report the following structural problems and recommended repairs were outlined:

1. Pavilion structure has undergone significant lateral movement due to hydrostatic soil loads from the north hillside. The lower foundations have 2" to 3" of lateral movement towards the south.  
Recommended Repair: Adding a new drainage system to the uphill side of the structure and replacement of the fill material with load resisting Geofam blocks to relieve the pressure from the north foundation wall.
2. The upper portion of the structure is out of plumb by 2" to 3" towards the south relative to the lower portion of the structure.  
Recommended Repair: Straightening of the upper portion of the wood structure and installation of cable or rod bracing to maintain lateral stability.
3. The base of several of the wood columns has severe wood rot and deterioration.  
Recommended Repair: Removal and replacement of a 2'-0" section of the deteriorated timber column bases.
4. The foundation walls along the east and west elevations have large vertical cracks. The concrete piers along the south are cracked and deteriorated.  
Recommended Repair: Patching concrete walls along cracks and repair concrete piers at the deteriorated timber columns.
5. The lower walls in the restrooms have many cracks in the wall tiles due to the lateral movement of the structure.  
Recommended Repair: Repair of the glazed tile walls in the two restrooms.

**Summary of Terracon Geotechnical Study:**

As part of our contract with the City of Moline, we were asked to obtain a geotechnical engineer to determine if any subsoil slope stability issues are present at the hillside supporting the pavilion structure. Terracon Consultants was contracted to sample a soil boring and complete a geotechnical analysis to determine if any slope stability issues are present in the subgrade of the hillside. One soil boring was taken on March 1, 2016 along the north slope of the hillside adjacent to the pavilion structure. Terracon issued a geotechnical report dated March 18, 2016, outlining their findings and analysis of the sampled soils. Their report indicated, "The subsurface conditions present at the boring location along with the current conditions of the slope do not indicate that deep seated slope movement has occurred."



### **Shive-Hattery Structural Observation of the Pavilion:**

On February 24, 2016, S-H conducted a structural observation of the Prospect Park Pavilion to evaluate the current condition of the structural elements. During our visit we were able to confirm many of the same structural issues outlined in the Missman report. We also conclude that the cause of the lateral movement in the foundations is related to the hydrostatic soil pressure acting along the north hillside foundation wall.

There are three possible options to alleviate the lateral foundation movement.

Option 1: Excavate the soil along the north side of the pavilion structure and install a drainage system to the surface of the foundation wall. The drainage system would be composed of a drainage mat adhered to the foundation wall which will channel the subgrade water down to a perforated drain tile. The drain tile would be extended to release the water at the adjacent pond. The backfill material would be free draining granular material (IDOT CA7) graded to prevent the intrusion of fines. Refer to S101 for the building elevation diagraming this foundation repair option.

Option 2: Excavate the soil along the north side of the pavilion and install rigid cellular polystyrene geofoam meeting ASTM D6817 material requirements. Geofoam stacked along the north foundation wall will eliminate the soil backfill pressure against the wall. A drainage system mat would also be applied to the outside of the north foundation wall to channel the water down to a perforated drain tile at the base of the wall. Free draining granular fill would be placed along the new cut slope of the hillside where the Geofoam is stacked against. This will provide a means for below grade water to flow away from the wall and into the drainage system. Refer to S102 for the building elevation diagraming this foundation repair option.

Option 3: Excavate the soil along the north side of the pavilion and install a new concrete retaining wall 5'-0" to the north of the pavilion. This retaining wall would be designed and constructed to resist the lateral soil pressures from the hillside soils and provide an edge wall along the walking path. Refer to S103 for the building elevation diagraming this foundation repair option.

The concrete walks and steps on the east and west sides of the pavilion are in poor shape. They have multiple cracks and chipped edges which are a potential tripping or slipping hazard to the public using them. As part of the work to excavate the soil on the north side of the pavilion, all of the concrete sidewalks and stair will need to be removed and replaced. This will allow the heavy excavating equipment access to the north side of the structure. The existing dry-stack block landscape retaining wall along the hillside will also need to be removed and reinstalled for foundation repair Options 2 and 3. Refer to S100 Pavilion Plan for additional information.

The upper portion of the wood pavilion structure appears to have shifted laterally due to insufficient lateral rigidity in the original structural system. The use of the knee braced frames along the outside columns was not constructed with sufficient strength to maintain a plumb structure. We recommend the installation of steel x-bracing rods in a single bay along each outside column row to resist lateral loads and maintain a vertically plumb structure.

We also observed the wood rot and deterioration of the lower level timber column bases. We recommend the bottom 24" of the wood be removed and replaced with treated wood members lapped and anchored to the remaining sound wood. If the column base is completely deteriorated, then a new treated timber section should be use to replace the base of the column with steel anchoring plates used to tie the new section to the original column.

The walls of the pavilion restrooms have many cracks and broken tiles due to the long term structural movement. The doors to the restrooms do not open properly due to the lateral movement of the door frames mounted in the walls. While structural renovations are occurring, the two restrooms should be completely remodeled with new floor and wall tiles, and new sinks, toilets and urinals. This would give the City an opportunity to upgrade the restroom facilities with more modern and water efficient fixtures.

**Opinion of probable construction cost:**

Shive-Hattery has worked with local contractors to develop a project construction budgetary range of \$315,000 to \$400,000 to complete these renovations depending on which foundation repair option is chosen. The following table outlines the costs calculated to achieve this budgetary range.

ITEMS	QTY	UNIT COST	TOTAL COST
<b>FOUNDATION REPAIR - OPTION 1</b>			
• Remove sidewalks, stairs and handrails	1750 SF	\$4/SF	\$7,000
• Excavate soils along the north side of the pavilion.	650 CY	\$20/CY	\$13,000
• Install drain tile at base of wall.	200 LF	\$12/LF	\$2,400
• Install drainage mat system.	1300 SF	\$10/SF	\$13,000
• Patching cracks in foundation walls	24 LF	\$125/LF	\$3,000
• Backfill with free draining granular fill.	650 CY	\$50/CY	\$32,500
• New Handrails	120 LF	\$120/LF	\$14,400
• Install new sidewalk slab sub-base.	1750 SF	\$15/LF	\$26,250
• Repair landscaping	500 SF	\$16/SF	\$8,000
FOUNDATION REPAIR – OPTION 1 SUB-TOTAL			\$119,550.00
<b>FOUNDATION REPAIR – OPTION 2</b>			
• Remove sidewalks, stairs and handrails	1750 SF	\$4/SF	\$7,000
• Excavate soils along the north side of the pavilion.	805 CY	\$20/CY	\$16,100
• Install drain tile at base of wall.	200 LF	\$12/LF	\$2,400
• Install drainage mat system.	1300 SF	\$10/SF	\$13,000
• Patching cracks in foundation walls	24 LF	\$125/LF	\$3,000
• Backfill with free draining granular fill.	450 CY	\$50/CY	\$22,500
• Install Geofam blocks as fill on north side of foundation.	280 CY	\$175	\$49,000
• Install new sidewalk slab sub-base over Geofam.	1750 SF	\$15/SF	\$26,250
• New Handrails	120 LF	\$120/LF	\$14,400
• Reinstall landscape block wall along sidewalk path.	320 SF	\$40/SF	\$12,800
• Repair landscaping	500 SF	\$16/SF	\$8,000
FOUNDATION REPAIR OPTION 2 SUB-TOTAL			\$174,450.00
<b>FOUNDATION REPAIR – OPTION 3</b>			
• Remove sidewalks, stairs and handrails	1750 SF	\$4/SF	\$7,000
• Excavate soil along the north side of the pavilion.	960 CY	\$20/CY	\$19,200
• Construct new retaining wall.	100 CY	\$600/CY	\$60,000
• Install drain tile at base of wall.	200 LF	\$12/LF	\$2,400

ITEMS	QTY	UNIT COST	TOTAL COST
• Install new drainage mat and drain tile.	1300 SF	\$10/SF	\$13,000
• Patching cracks in foundation walls	24 LF	\$125/LF	\$3,000
• Backfill with free draining granular fill.	620 CY	\$50/CY	\$31,000
• Install new sidewalk sub-base above granular fill.	1750 SF	\$15/SF	\$26,250
• New Handrails	120 LF	\$120/LF	\$14,400
• Reinstall landscape block wall along sidewalk path.	320 SF	\$40/SF	\$12,800
• Repair landscaping	500 SF	\$16/SF	\$8,000
FOUNDATION REPAIR – OPTION 3 SUBTOTAL			\$197,050.00
<b>TIMBER COLUMN BASE REPAIRS</b>			
• Remove decorative wood trim to expose column for repair.	10	\$200 EA	\$2,000
• Shore up existing structure to replace bottom 24" of columns.	10	\$2,500EA	\$25,000
• Concrete pier repairs	10	\$1,000	\$10,000
• Remove and replace bottom 24" of wood columns.	10	\$1000 EA	\$10,000
• Reinstall decorative wood trim.	10	\$300 EA	\$3,000
• Repaint wood trim on columns.	10	\$280 EA	\$2,800
TIMBER COLUMN BASE REPAIRS SUB-TOTAL			\$42,800.00
<b>NEW LATERAL X-BRACING</b>			
• Remove and replace the decorative wood trim to install bracing.	20	\$400 EA	\$8,000
• Fabricate and install new galvanized 3/4" rods with mounting plates and turnbuckles.	10	\$2,000 EA	\$20,000
NEW LATERAL X-BRACING SUB-TOTAL			\$28,000.00
<b>RESTROOM REMODELING</b>			
• Demolition of out restrooms	360 sf	\$10/SF	\$3,600
• New floor tile	360 SF	\$20/SF	\$7,200
• New wall tile	1090 SF	\$20/SF	\$21,800
• New ceilings and lighting	360 SF	\$10/SF	\$3,600
• New plumbing fixtures	6	\$1,500	\$9,000
RESTROOM REMODEL SUB-TOTAL			\$45,200.00

10 % CONTINGENCY	\$30,000
AE FEE	\$30,000
<b>BUDGETARY RANGE: \$300,000 - \$400,000</b>	

Also attached to this report are sketches of the plan and building sections outlining the foundation repair options and work recommended in this report, which includes the following:

- S100 – Pavilion Plan
- S101 – Building Elevation – Option 1: Free Draining Granular Backfill
- S102 – Building Elevation – Option 2: Geofoam Backfill
- S103 – Building Elevation – Option 3: New Retaining Wall
- Photos: Outlining bracing locations and column repairs.

We appreciate the opportunity to assist the City of Moline with this structural study and report. Please contact us if you have any questions about this information.

Sincerely,

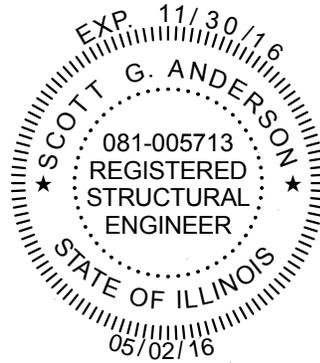
SHIVE-HATTERY, INC.

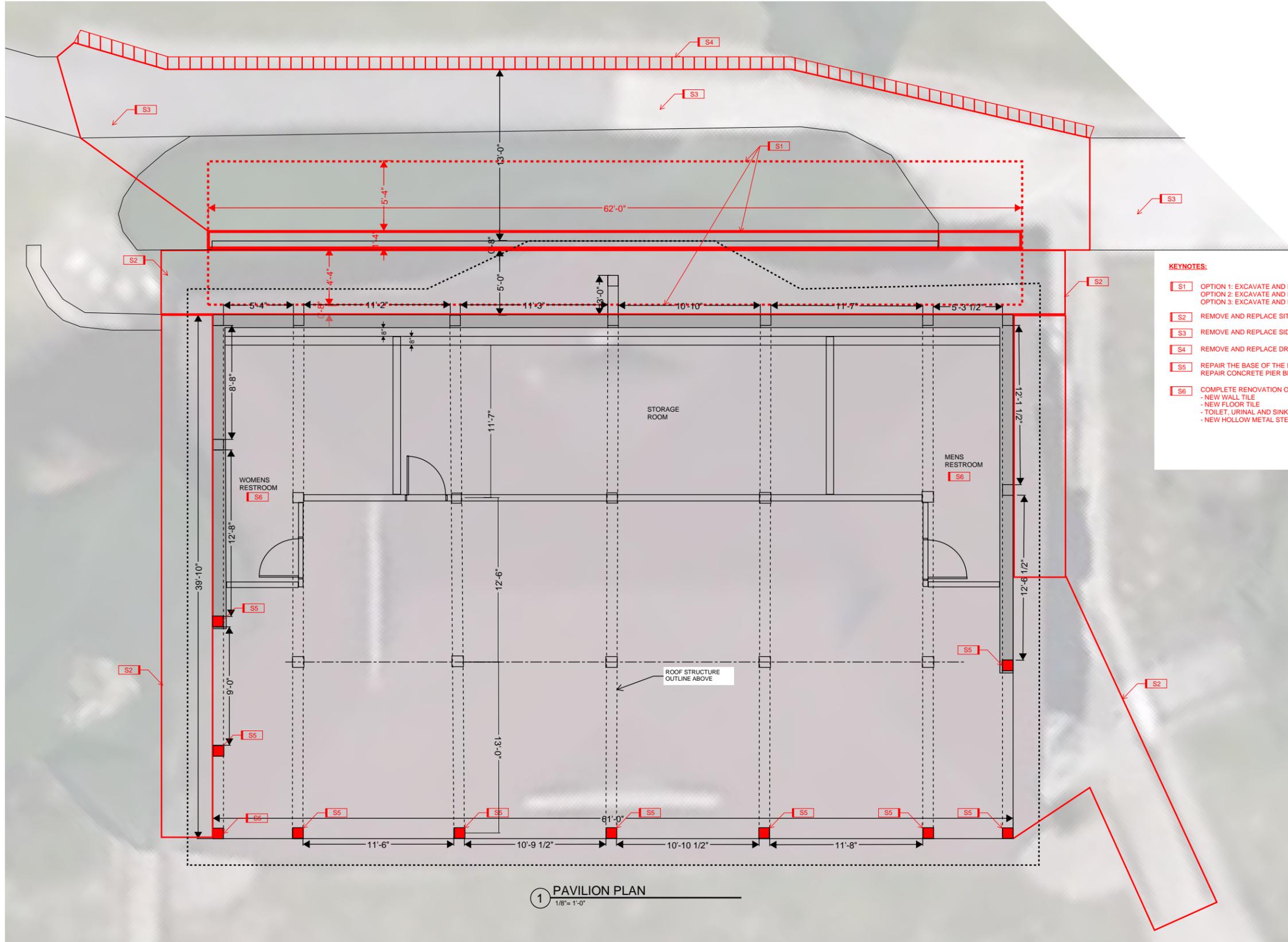


Scott G. Anderson, SE, PE LEED AP

SGA/rf

Enc.: S100, S101, S102, S103, Photos





**KEYNOTES:**

- S1** OPTION 1: EXCAVATE AND INSTALL DRAIN TILE AND FREE DRAINING GRANULAR FILL.  
OPTION 2: EXCAVATE AND INSTALL GEOFOAM BACKFILL WITH DRAIN TILE AND GRANULAR BASE.  
OPTION 3: EXCAVATE AND INSTALL NEW RETAINING WALL ALONG NORTH SIDE OF PAVILION
- S2** REMOVE AND REPLACE SITE PAVING AND STAIRS ALONG EAST AND WEST SIDES OF PAVILION
- S3** REMOVE AND REPLACE SIDEWALK PAVING AS REQUIRED TO INSTALL RETAINING WALL
- S4** REMOVE AND REPLACE DRY STACK BLOCK LANDSCAPE RETAINING WALL
- S5** REPAIR THE BASE OF THE EXISTING WOOD COLUMN WITH NEW TREATED WOOD SECTIONS.  
REPAIR CONCRETE PIER BELOW WOOD COLUMNS.
- S6** COMPLETE RENOVATION OF THE EXISTING RESTROOMS.  
- NEW WALL TILE  
- NEW FLOOR TILE  
- TOILET, URINAL AND SINK FIXTURES.  
- NEW HOLLOW METAL STEEL DOOR.

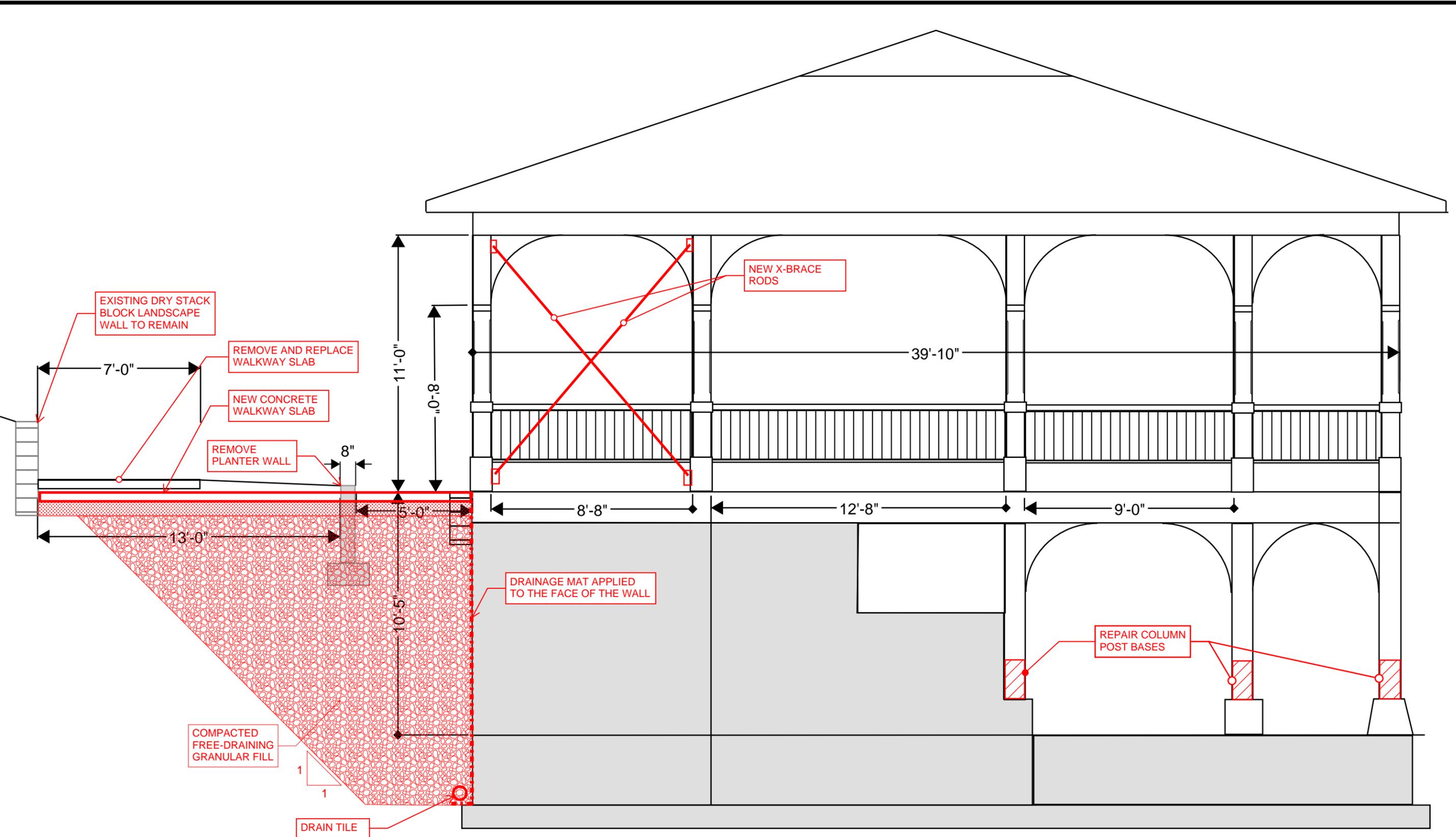
**1 PAVILION PLAN**  
1/8" = 1'-0"

**PROSPECT PARK PAVILION**  
RENOVATIONS  
MOLINE, IL

DATE	05/02/2016
DRAWN	SGA
APPROVED	SGA
SCALE	AS INDICATED
FIELD BOOK	
REVISION	

PROJECT NO.  
**3164800**

SHEET NO.  
**S100**

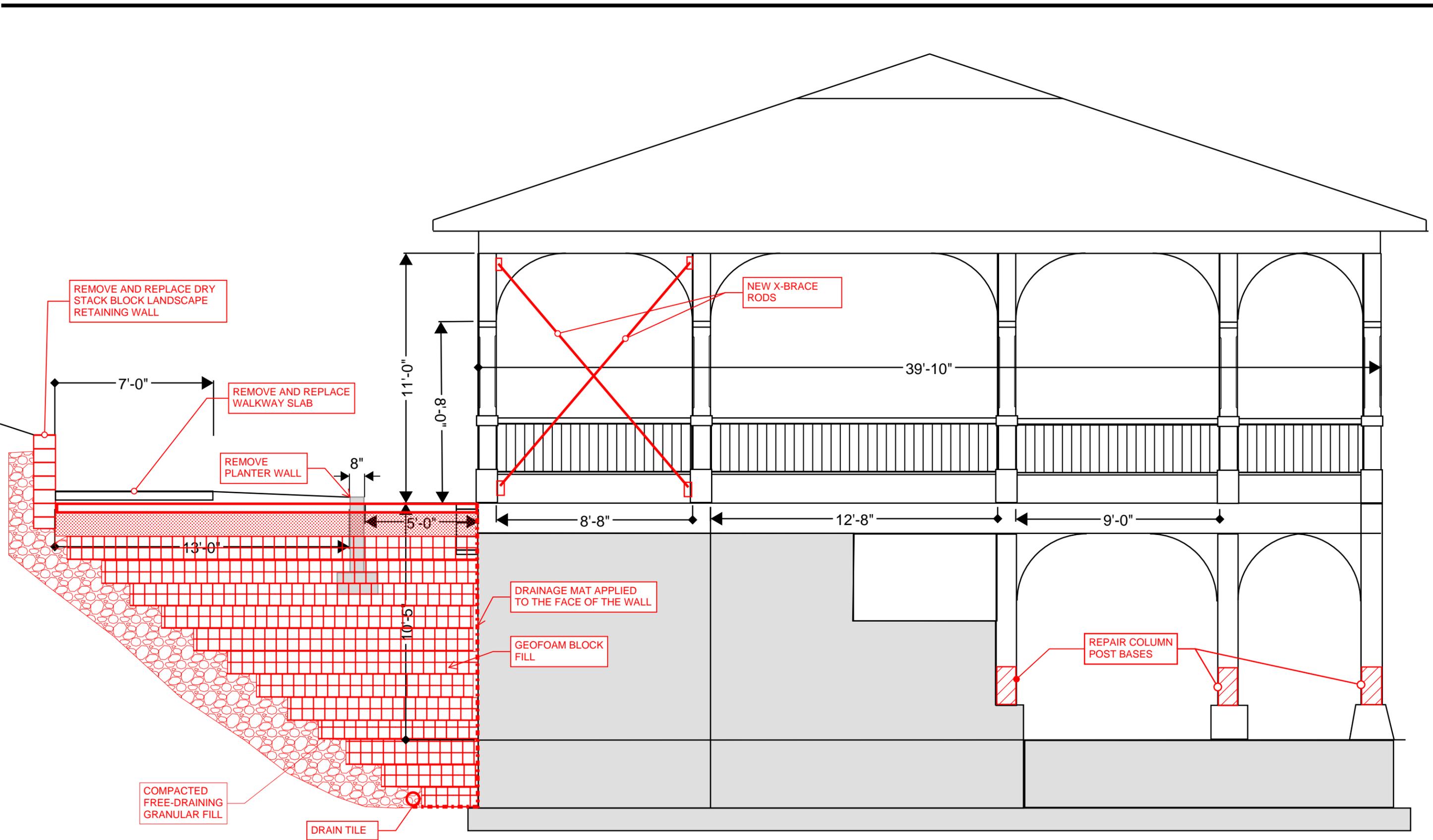


**1 BUILDING ELEVATION - OPTION 1: FREE DRAINING GRANULAR BACKFILL**  
 1/4" = 1'-0"

PROSPECT PARK PAVILION RENOVATIONS MOLINE, IL		SCALE AS INDICATED
DATE 05/02/2016	DRAWN SGA	FIELD BOOK
APPROVED SGA		REVISION

PROJECT NO.  
3164800

SHEET NO.  
**S101**

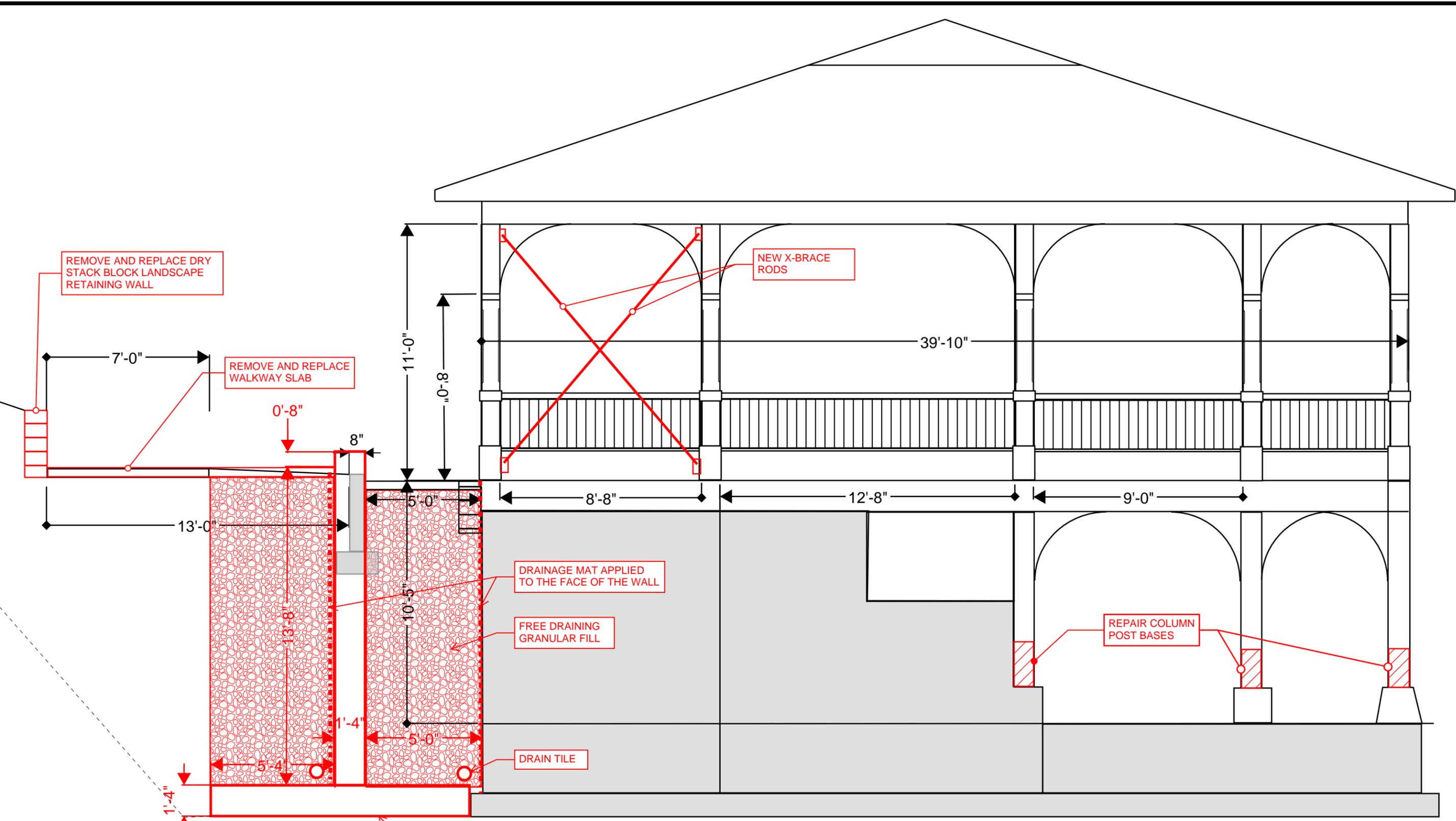


**2** BUILDING ELEVATION - OPTION 2 : GEOFOAM BACKFILL  
 1/4" = 1'-0"

PROJECT PARK PAVILION RENOVATIONS MOLINE, IL		SCALE AS INDICATED
DATE 05/02/2016	DRAWN SGA	FIELD BOOK
APPROVED SGA		REVISION

PROJECT NO.  
3164800

SHEET NO.  
**S102**



**3** BUILDING ELEVATION - OPTION 3 : NEW RETAINING WALL  
 1/4" = 1'-0"

PROSPECT PARK PAVILION RENOVATIONS MOLINE, IL		SCALE AS INDICATED
DATE 05/02/2016	DRAWN SGA	FIELD BOOK
APPROVED SGA		REVISION



PAVILION - EAST ELEVATION

PROVIDE X-BRACE TO STABILIZE THE ROOF IN THE NORTH/SOUTH DIRECTION



PAVILION - SOUTH ELEVATION

PROVIDE X-BRACE TO STABILIZE THE ROOF IN THE EAST/WEST DIRECTION

REMOVE AND REPLACE THE CONCRETE WALKS AND STEPS ON THE EAST SIDE

REMOVE AND REPLACE THE CONCRETE WALKS AND STEPS ON THE WEST SIDE

REPAIR CONCRETE PIERS UNDER POSTS

SHORE AND BRACE STRUCTURE TO REPAIR BOTTOM 24" DAMAGED COLUMNS WITH NEW TREATED TIMBER MEMBERS



PAVILION - SOUTHEAST ELEVATION

PROVIDE X-BRACE TO STABILIZE THE ROOF IN THE EAST/WEST DIRECTION

PROVIDE X-BRACE TO STABILIZE THE ROOF IN THE NORTH/SOUTH DIRECTION

REPAIR CONCRETE PIERS UNDER POSTS

REMOVE AND REPLACE THE CONCRETE WALKS AND STEPS ON THE EAST SIDE

SHORE AND BRACE STRUCTURE TO REPAIR BOTTOM 24" DAMAGED COLUMNS WITH NEW TREATED TIMBER MEMBERS

PROVIDE X-BRACE TO STABILIZE THE ROOF IN THE NORTH/SOUTH DIRECTION



PAVILION - SOUTHWEST ELEVATION

PROVIDE X-BRACE TO STABILIZE THE ROOF IN THE EAST/WEST DIRECTION

REMOVE AND REPLACE THE CONCRETE WALKS AND STEPS ON THE EAST AND WEST SIDE

REPAIR CONCRETE PIERS UNDER POSTS

PROVIDE X-BRACE TO STABILIZE THE ROOF IN THE NORTH/SOUTH DIRECTION

PROVIDE X-BRACE TO STABILIZE THE ROOF IN THE EAST/WEST DIRECTION

PROVIDE X-BRACE TO STABILIZE THE ROOF IN THE NORTH/SOUTH DIRECTION



PAVILION - ELEVATION LOOKING NORTH

REMOVE PLANTER WALL AND BUSHES. REPLACE WITH NEW SLAB ONCE BACKFILL HAS BEEN COMPLETED.