

Committee-of-the-Whole Agenda

6:30 p.m.

Tuesday, January 10, 2012

Oath of Office

Oath of office for regular commissioned appointment as a Police Officer to Derrick W. Cullison effective January 4, 2012 (hire date January 4, 2011).

Informational

Quad Cities Multi-Modal Station on John Deere Commons Update (Ray Forsythe, Planning & Development Director)

Questions on the Agenda

Agenda Items

1. **Request For Qualifications for John Deere Commons Development Opportunity, Developing a Regional Anchor for a Transit-Enhanced Business District and Historic Downtown on the Great Mississippi River** (Ray Forsythe, Planning & Development Director)
2. **Bids to demolish the Indeco Building and to construct a 55-space parking lot.** (Ray Forsythe, Planning & Development Director)
3. **Request from Centurylink for a Licensing Agreement to install fiber-optic cable in right-of-way.** (Chris Mathias, Property Management Coordinator)
4. **Police Station HVAC Contract.** (Doug House, Municipal Services Manager/ Trevor Fisk, Police Captain)
5. **Approval of a Letter of Understanding with the Illinois Department of Transportation Related to I-74 Ramp Improvements** (Scott Hinton, City Engineer)
6. **Approval of the Prevailing Wage Ordinance** (Scott Hinton, City Engineer)
7. **Licensing Agreements for 2012 Special Events.** (Tracy Koranda, City Clerk)
8. **Approval to cater food and alcohol on City property for 2012 Special Event approved applications.** (Tracy Koranda, City Clerk)
9. **Other**

Explanation

1. Request For Qualifications for John Deere Commons Development Opportunity, Developing a Regional Anchor for a Transit-Enhanced Business District and Historic Downtown on the Great Mississippi River (Ray Forsythe, Planning & Development Director)

Explanation: Staff has developed a Request For Qualifications to solicit a private developer to propose, design, entitle, develop and operate a transit-enhanced real estate development project on the 1.3 acre parcel, with additional parcel opportunities adjacent to the project site within the development block known as “the John Deere Commons” under a development agreement with the City of Moline. The RFQ will be released on January 16, 2012, with proposals due to the City on March 16, 2012.

Staff Recommendation: Approval
Fiscal Impact: Increased Property, Sales, Utility and Use Taxes; potential sale or lease of the City-owned property
Public Notice/Recording: N/A
Goals Impacted: Strong Local Economy; Quality Neighborhoods & Vibrant Downtown; Desirable Place to Live

2. Approval to seek bids to demolish the Indeco Building at 1710 River Drive and to construct a 55-space parking lot at this location including the property at the SE corner of River Drive and 17th Street. (Ray Forsythe, Planning & Development Director)

Explanation: The City purchased the property located at 1708 River Drive in 2005 and the building at 1710 River Drive in 2006 in order to facilitate the construction of parking to support the Bass Street Landing and surrounding developments. In 2011, the City contracted Iowa-Illinois Taylor Insulation Co. for the removal of asbestos in the building and it is now ready for demolition. The combined lots contain 24,000 square feet, and the plans as developed by the City Engineering Division include a 55 space parking lot and landscaping.

Staff Recommendation: Approval
Fiscal Impact: TIF #1 Funds
Public Notice/Recording: N/A
Goals Impacted: Strong Local Economy, Quality Neighborhoods & Vibrant Downtown; Desirable Place to Live

3. Request from Centurylink for a Licensing Agreement to install fiber-optic cable in right-of-way. (Chris Mathias, Property Management Coordinator)

Explanation: Centurylink wishes to install fiber-optic facilities in right-of-way. The applicant proposes to connect the AT&T Central Office at 1720 6th Avenue to two existing fiber-optic cable access points. The installation will originate from the aerial access point at 1810 5th Avenue, travel through existing underground ducts to 19th Street, a block south to 6th Avenue, three blocks west to 16th Street, and then one half block to the alley north of 619 16th Street (City Hall). From City Hall, south to 7th Avenue and one and a half blocks east to the AT&T location, the applicant will install a new duct underground as there is not an existing duct to utilize. Please see the attachments for a map showing the proposed locations. The applicant has been informed that because 6th Avenue is State right-of-way they must obtain approval from the Illinois Department of Transportation in addition to the City of Moline.

Staff Recommendation: Approval
Fiscal Impact: \$560 application fee and \$30 annual fee to the City
Public Notice/Recording: N/A
Goal Impacted: Improved City Infrastructure and Facilities

4. Police Station HVAC Contract. (Doug House – Public Works / Trevor Fisk - Police)

Explanation: The Police Station is currently without facility-wide preventative maintenance and service coverage. This work had been done previously under a \$90,000 agreement with Tri City Electric that expired on December 31, 2011. The work is currently being done on a time and materials basis by a variety of contractors. The attached TMI proposals will provide for HVAC “Total Coverage Maintenance” providing both preventative maintenance and replacement of covered components and wear parts and “Premium Programmed Maintenance” providing other required preventative maintenance inspections for a period concurrent with existing TMI contracts beginning January 2012 and ending October 31, 2014.

Staff Recommendation: Staff recommends Council approval of the two attached TMI agreements numbered PPM-11101 and TA-11099 providing for the necessary mechanical maintenance and inspections for the Police Station and coverage under the existing City-wide building maintenance agreement.

Fiscal Impact: Currently \$90,000.00 is budgeted for preventative maintenance service contracts in the 2012 budget. This agreement will save the City \$24,408.00 each year on the base service contracts alone and will result in additional savings from the premier service included under the “Total Coverage Maintenance” program. Savings over the two year and ten month contract will exceed \$61,722.24.

Contract TA-11099	\$43,608.00	2012 Cost	\$65,592.00
Contract PPM-11101	<u>21,984.00</u>	2013 Cost	65,592.00
Total Annual Cost:	\$65,592.00	2014 Cost	<u>54,662.00</u> (10 months)
		Total Cost	\$185,850.00

Public Notice/Recording: N/A

Goal Impacted: Improved City Infrastructure & Facilities; Financially Strong City

5. Approval of a Letter of Understanding with the Illinois Department of Transportation Related to I-74 Ramp Improvements (Scott Hinton, City Engineer)

Explanation: The Illinois Department of Transportation (IDOT) will make improvements to the northbound I-74 to westbound John Deere Road (JDR) ramp during the 2012 construction season. The improvements will require the closure of the ramp for approximately four weeks. During this closure, IDOT proposes to detour northbound I-74 traffic to the Avenue of the Cities (AOC) exit, west across the AOC bridge, then south on I-74 to the westbound JDR ramp. Since the AOC bridge is under the City of Moline’s jurisdiction, IDOT needs the City’s concurrence to proceed with the proposed detour route. The Letter of Understanding proposes the detour route and states that IDOT will make any repairs necessary due the detour traffic.

Staff Recommendation: Staff recommends approval of the Letter of Understanding.

Fiscal Impact: N/A

Public Notice/Recording: N/A

Goal Impacted: Improved City Infrastructure & Facilities; Financially Strong City

6. Approval of the Prevailing Wage Ordinance (Scott Hinton, City Engineer)

Explanation: State Statute requires the City to annually adopt an ordinance requiring prevailing wages to be paid on City-funded construction projects. This Special Ordinance repeals Special Ordinance No. 4004-2011 which declared the prevailing wages for 2011.

Staff Recommendation: Staff recommends approval of the Special Ordinance.
Fiscal Impact: N/A
Public Notice/Recording: N/A
Goal Impacted: Improved City Infrastructure & Facilities; Financially Strong City

7. A Resolution authorizing staff to execute Licensing Agreements for 2012 Special Events. (Tracy Koranda, City Clerk)

Explanation: This resolution seeks to streamline the Special Events procedure and provide efficient customer service. Each individual street closure and highway permit will continue to be presented to the Council for approval. Security issues, traffic detail, insurance requirements, and all essential licenses will continue to be reviewed and approved by the Special Events Committee.

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

8. A Special Ordinance authorizing catering of food and alcohol on City property known as the Bass Street Landing Plaza, the Historic Block Courtyard, and Parking Lot U, for 2012 Special Event approved applications. (Tracy Koranda, City Clerk)

Explanation: State statute requires a municipality to authorize catering of food and alcohol at such events that take place on municipal property. In an effort to streamline the coordination of special events and to provide efficient customer service, staff requests this approval for 2012 Special Event approved applications. Staff will continue to approve security issues, traffic detail, insurance requirements, and all essential licenses. Additionally, permission from the Local Liquor Control Commissioner must also be sought to serve alcohol on these premises.

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



Donald P. Welvaert
Mayor

619 – 16th Street
Moline, Illinois 61265

Phone: (309) 524-2001
Fax: (309) 524-2031
Email:
dwelvaert@moline.il.us

January 16, 2012

Open Letter Inviting the Interest of Private Developers

Attached please find a Request for Qualifications for a unique redevelopment opportunity in Moline, Illinois. The City of Moline and Quad Cities Region welcomes the interest of private developers in the Development Opportunity of the Quad Cities Multi-Modal Station on the John Deere Commons.

The City of Moline has defined a vision for a truly vibrant sustainable future in the Quad Cities. This vision includes alternative modes of transportation, a walkable downtown, and direct access to Chicago via passenger rail. This project site is a great opportunity that leverages public funds in a way that developers and taxpayers can appreciate.

Moline is a place of innovation, Midwest common sense, and an industrial hub. Moline will continue to be a shining light in the Midwest for innovation, technology and industry. The heart of America is strong and Moline invites private developers to see what this community has to offer perspective developers interested by this unique opportunity.

This is an opportunity to create a mixed-use development that envelope the ideas of the future with adaptive re-use of a quintessential turn-of-the-century historical warehouse incorporating USGBC LEED standards. The City of Moline and other Stakeholders have worked for many years to reach this pivotal point in the development of passenger rail and Transit-enhanced downtown. With a vision defined and a framework of the possibilities available, now is the time to attract more private investment. The rebirth of Moline over the past 15 years has created landmarks such as the i wireless Center, KONE North-American Headquarters and the John Deere Commons.

Careful consideration of this opportunity is appreciated.

Sincerely,

Donald P. Welvaert
Mayor

Executive Summary

Quad Cities Multi-Modal Station on the John Deere Commons Development Opportunity – Moline, Illinois January 2012

- Opportunity:** To propose, design, entitle, develop and operate a transit-enhanced real estate development project on a 1.3 acre parcel, with additional parcel opportunities adjacent to the project site within the development block known as the “John Deere Commons” under a development agreement with the City of Moline.
- Location:** Downtown Moline, Illinois, part of the Quad Cities Region, located on the Mississippi River and 160 miles west of Chicago (see attached map).
- Historic Building:** Retain and rehabilitate approximately 65,000 square feet of historic structure, complying with Section 106 review.
- New Development Capacity:** Approximately 165,000 square feet on 1.28 acre development site in conjunction with a \$16 million public investment.
- Jobs Center Use:** Professional office, retail, food service, extended stay and/or overnight lodging... connected to multiple modes of transportation.
- Financial Requirements:** Private developer will be required to secure entitlements, make substantial improvements to the interior spaces, operate and maintain privately-held improvements, and participate in cost-sharing allocations for improvements.
- Lease term/Ownership:** This property is available from the City of Moline for sale or lease pursuant to negotiations of a development agreement between the private developer and the City of Moline.
- Selection Process:** RFQ submittals will be reviewed against the Evaluation Criteria described in the accompanying Request for Qualifications. An evaluation panel consisting of staff from the City of Moline, Renew Moline, QC Rail Coalition, MetroLINK (RICMMTD) and consultants. The recommendations of the developer to be selected for exclusive negotiations will be forwarded to the Moline City Council for review and action.
- Submittal Due Date:** March 16th, 2012
City of Moline, Moline Illinois 61265
- Contact:** Lew Steinbrecher, City Administrator or Ray Forsythe, Community and Economic
City of Moline Development Director, City of Moline
619 16th Street, Moline, Illinois 61265 619 – 16th Street, Moline, Illinois 61265
309-524-2003 309-524-2032
lsteinbrecher@moline.il.us rforsythe@moline.il.us

Quad City Region, USA



REQUEST FOR QUALIFICATIONS

MOLINE, ILLINOIS

Request for Statement of Qualifications for a Redevelopment Opportunity on the John Deere Commons – A Transit-Enhanced Development Opportunity on the Mississippi River that Anchors both a Region and a Historic Downtown

NOTE: A detailed Development Guidebook expands upon and is an integral part of this RFQ. Defined terms in each are interchangeable. The Guidebook can be found on-line at the Quad City MetroLINK website.

INTRODUCTION:

The Quad Cities Multi-Modal Station (MMS) site, located at the northeast corner of 12th Street and 4th Avenue, is the designated location for new passenger rail service to a community that has gone without it for over 30 years. The site is currently improved with a six-story warehouse, known as the O'Rourke Building, built in 1917 and that is the subject of the available real estate development opportunity. As part of the initiative to restore passenger rail service to the Quad Cities area, the O'Rourke will be renovated, with portions of its first floor reserved for transportation purposes and the balance of the building available for private development. The building is on a parcel of largely unimproved land owned by the City, which is 1.28 acres, allowing for a total gross floor area (including the O'Rourke Building) of approximately 165,000.

The future Moline Multi-Modal Station is a pivotal project for the City of Moline, both in terms of its physical location as well as its economic potential. The project has the opportunity to draw on a mix of supporting districts, serving as a "missing link" that can unify much of the western end of downtown Moline. The O'Rourke Building and site showcase much of what has made Moline so successful –a community that has gracefully learned how to preserve its past while also evolving into a community with a global reach through its corporate and military activities. The development team selected for this project will be expected to craft a strategy and solution for this site that addresses and leverages the prominent components of this site.

PROJECT CONTEXT:

On January 30, 2010, State of Illinois Governor Quinn committed \$45 million in State Capital funds to implement Amtrak service from Chicago to the Quad Cities. After careful consideration, it was decided that the station serving the Quad Cities metropolitan region would be located in Downtown Moline, Illinois. This decision allows the City of Moline to achieve its 20 year old goal of having a true intermodal station within its Downtown. Through careful long-range planning and thoughtful economic development strategies, the community has

reinvigorated its riverfront and downtown, capitalizing on a strong base of tourism, education, and corporate business. The Multi Modal Station (MMS) is intended to be a catalytic project representing a significant reinvestment in downtown Moline to spur additional private investment in the surrounding area.

In 2011, over \$16 million was allocated to make the Multi Modal Station a reality, including \$10 million of federal TIGER II funds. As part of the initiative to build a multi modal station, MetroLINK and the City of Moline wish to engage in a public-private partnership to add transit oriented development to the project site. The partners intend to provide development rights for the rehabilitation of a six story historic structure to be located on top of the planned Amtrak station, as well as undeveloped parts of this site on which the station is planned. It is anticipated that the developer selected for this project will have the opportunity to work in tandem with the construction of the multi modal station so as to seamlessly integrate public and private components.

This development opportunity offers both the opportunity to capitalize on market opportunities generated from a true multi modal facility that integrates rail, bus and river transportation, as well as connectivity to the burgeoning district of downtown Moline, an area that is expected to see hundreds of millions in new investment over the next half decade.

A number of studies have been conducted on the potential of the multi-modal station and associated private development. These can be found on the Quad Cities MetroLINK website:

- Quad Cities Multi-Modal Station-On John Deere Commons - 2011
- Quad Cities Amtrak Schematic Concept “Green Line” Station, 2010
- Quad Cities TOD + Intermodal Plan, 2009

Each of these studies shows conceptual development and build-out scenarios for the Multi-Modal Station site, as well as potential development opportunities on adjacent blocks. Those interested in submitting their qualifications for this project are encouraged to review these previous studies to understand previous planning and development analysis that has taken place on this site.

For more information about the planning behind the Amtrak and High Speed Rail lines, the following studies are also available for reference:

- “Moline-Rock Island Metropolitan Rail Study” (2008)
- “Feasibility Report on Proposed Amtrak Services (2008)
- “Green Line Vision and Approach for the Chicago-Iowa City High Speed Intercity Passenger Rail Program” (2009)

Private developers interested in viewing preliminary conceptual schematics of what had been envisioned in previous planning studies as possible examples of what might have been possible may do so at the City of Moline's website at:

http://moline.il.us/departments/planning/economic/Multimodal_Station.asp.

The December 2011 Market Assessment for the Multi-Modal Transportation Station is also available on the City's website.

Additionally, the "Developer Guidelines for the Quad Cities Multimodal Station on John Deere Commons" can be viewed separately at the following web address:

<http://moline.il.us/departments/planning/economic/pdf/QCMulti-ModalGreenReport.pdf>

DESCRIPTION OF THE PROJECT:

The Moline Multi-Modal development opportunity should be thought of as consisting of two specific investment types. The first investment type is exclusively a public investment in an enhanced multi-modal facility. Approximately \$16 million has been secured to support the building of a first class LEED Silver designated transit station. The second investment type is primarily a private investment which will take advantage of current and future market dynamics in a vibrant revitalized urban center that is downtown Moline. Downtown Moline represents a strong mixed-use opportunity with commercial, hospitality and residential as strong market forces.

The two investment types, one led by public sources of funds, the other with primarily private sources of funds will focus primarily on the O'Rourke Building and Site. It is clear that each investment type will benefit the other. The multi-modal station will serve as a stable long term use generating new customers in and around the station daily. The new private investment will activate the majority of the O'Rourke Building and Site, creating improvements and services that will benefit transit users and the general community at the same time. Additionally, the public investment in the building and site, while made to benefit the creation of a transit station, will indirectly benefit both the developer and future users of the property due to the resulting improvements.

The adaptive reuse of the O'Rourke building will create a minimum of 6,000 square feet of 1st floor transit related space by the Fall of 2014. In addition, a minimum of 46,000 square feet of renovated space (floors 2-6) will house a mix of uses. It is strongly encouraged that the remainder of the O'Rourke site be redeveloped creating yet additional private investment opportunity.

The "development transaction" for these two investments will be determined once a developer has been chosen to work with the existing public and quasi-public partners (Multi-Modal Team) to redevelop the property. It is possible that the selected developer will be responsible for coordinating and/or executing both the public and private improvements to the O'Rourke Building. If a master developer structure is to be used for the redevelopment of the Building and Site, the private development team must have experience in not only building similar facilities but also in dealing with federal, state and local public regulations and sources of funds. No

matter what development structure is ultimately formed to oversee the execution of this redevelopment program, a qualified team of public and private members will be assembled to assure an efficient and effective process for delivering the final product.

STATEMENT OF QUALIFICATIONS:

Each prospective respondent must submit a Statement of Qualifications which includes the following:

1. Name, address and brief description of firm.
2. Resume of person(s) to be assigned to this project
3. Description of expertise, experience and resources directly relevant and available for the proposed project with emphasis on mixed-use transit enhanced developments and historic building adaptive re-use.
4. Description of firm's knowledge of regional development and planning issues.
5. Initial vision for redevelopment of the building and site and your firm's role in working with Quad-City Leadership Team.
6. Outline of proposed development approach designed to satisfy transit/development objectives and timelines
7. Detailed examples of relevant projects accompanied with public/private references

EVALUATION CRITERIA:

The Quad City Leadership Team will evaluate the qualification submittals and determine which, if any of the respondents will be asked to submit a complete project proposal in response to a request for proposals to be issued April 6, 2012. The following criteria will be used to determine which respondents may be requested to submit a proposal.

1. Specialized experience or technical expertise of the firm and its personnel in connection with the project objectives associated with the development of the Quad City Multi-Modal Station on John Deere Commons. Special attention should be given to the following; technical application of LEED, integrating transit and mixed-use components, redevelopment in a well preserved historic district. It is important that the respondent demonstrate expertise in, managing the historic review process. and utilization of historic tax credits as part of a redevelopment process
2. Prior experience on projects of a similar size and scope, including quality of work, timeliness and cost control.
3. Depth of designated development team in both experience and availability. If firm is not headquartered in region speak to organizational logistics in working with Quad City Leadership Team.
4. Level and quality of proposal regarding project approach and opportunity.
5. Knowledge of, and experience in working with, federal funding requirements and agencies.
6. Demonstrated capacity to assemble private sources of funds to successfully implement the private development objectives.

7. Experience in successfully partnering with multiple public sector partners to form productive public-private partnerships.
8. Reference check on previous projects.

SUBMISSION OF QUALIFICATIONS AND DEADLINE:

Respondents are asked to submit their qualifications packet by 5 PM March 16, 2012. Each respondent should submit one (1) unbound hard copy and one (1) electronic copy. Qualification packets should be submitted to:

Low Steinbrecher
Moline City Administrator
619 – 16th Street (City Hall)
Moline, Illinois 61265
lsteinbrecher@moline.il.us

The City Administrator’s Office will coordinate a review of all qualification packet submittals by the Multi-Modal Team which includes MetroLINK, City of Moline and Renew Moline. Using the evaluation criteria, the Team will determine if one or more of the respondents will be asked to participate in the request for proposals phase of the developer selection process. In the event that a short list of respondents is established, all entities placed on the list will be notified and provided a request for proposals on or about April 6, 2012. It is anticipated that a development firm will be selected by June 5, 2012.

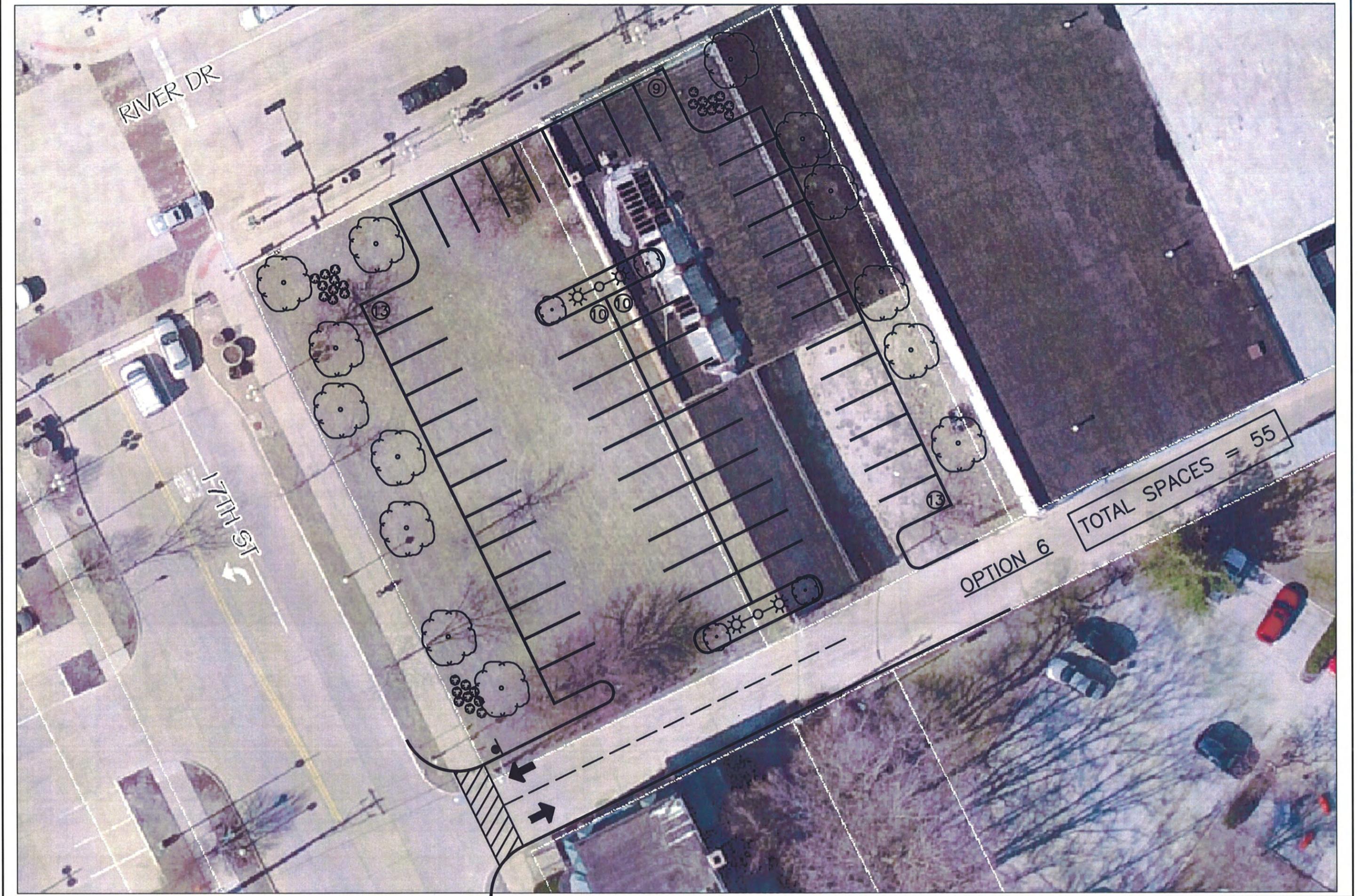
Respondents with questions regarding available reports or project details can email questions to Ray Forsythe, Moline Community and Economic Development Director at rforsythe@moline.il.us. The questions received with city responses will be posted daily starting January 23, 2012 thru March 12, 2012.

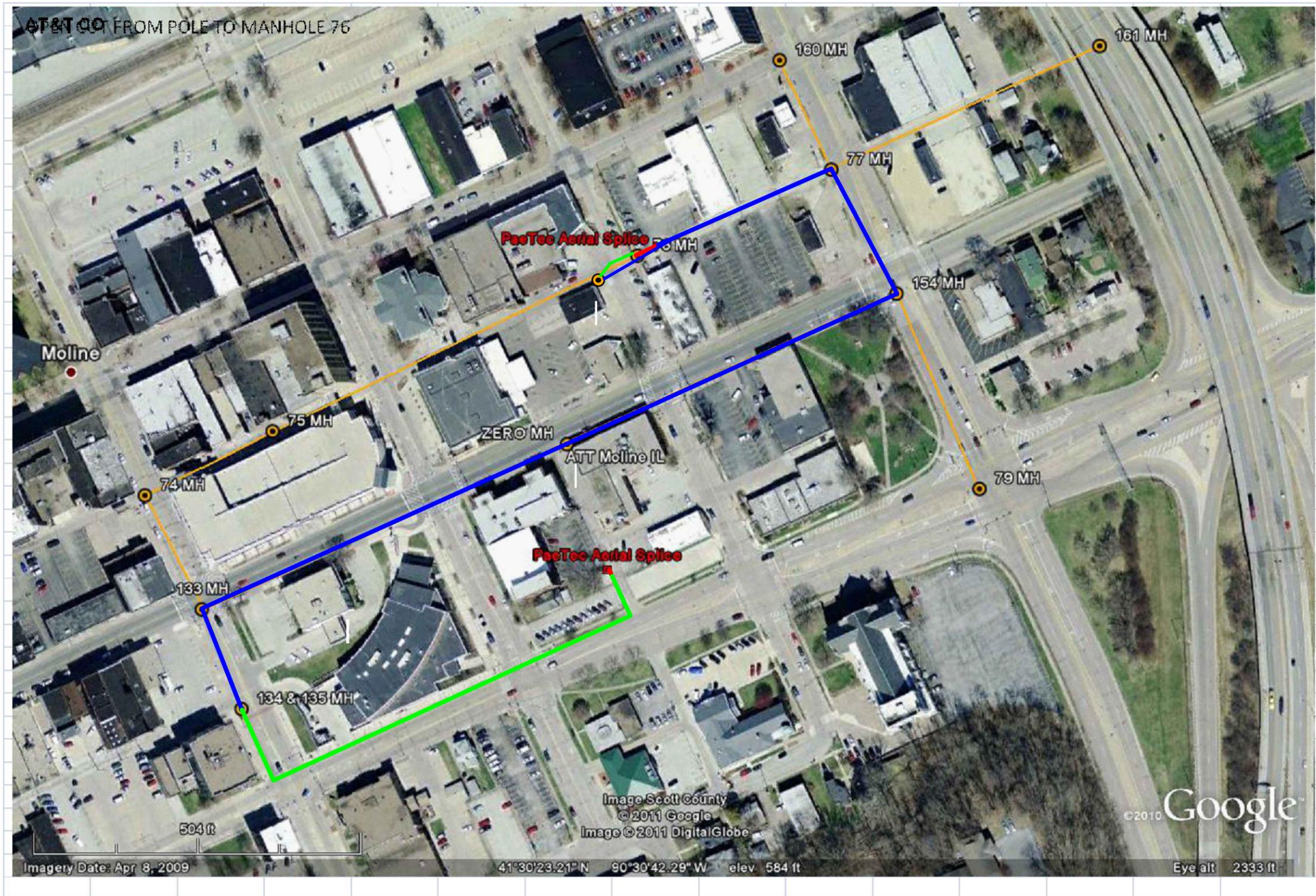
RIVER DR

17TH ST

OPTION 6

TOTAL SPACES = 55





LEGEND

- RED - OPEN CUT (FROM POLE TO MANHOLE 76)
- BLUE - PLACEMENT IN EXISTING DUCT SYSTEM
- GREEN - PROPOSED BORE PLACEMENT



*Proposal for: City of Moline
Police Department*

PPM-11101

Premium Programmed Maintenance Agreement

By and Between:

"TMI"

**Total Maintenance, Inc.
1017 State Street
Bettendorf, IA. 52722-4855**

"Client"

**City of Moline
3635 4th Avenue
Moline, IL 61265
Doug House 524-2401**

Services will be provided at the following location:

**Moline Police Department
1640 – 6th Avenue
Moline, IL 61265**

**Prepared by: Rob Schmit
December 28, 2011**

PREVENTIVE MAINTENANCE TO INCLUDE: Roofing inspections, fire suppression inspections, backflow preventer inspections, alarm inspections, water cooler inspections, electrical inspections and technology(audio/visual) inspections.

This Proposal is of a proprietary nature. It remains the property of Total Maintenance, Inc.

AGREEMENT FOR PERIODIC MAINTENANCE

MAINTENANCE INSPECTIONS WILL INCLUDE:

- A. Roofing preventive maintenance service **twice per year**.
- B. Wet pipe fire suppression system (**annual**).
- C. **Annual** backflow inspection and preventive maintenance (repairs are not included).
- D. Electric water cooler preventive maintenance **twice per year**.
- E. Electrical preventive maintenance to include:
 - Receptacle preventive maintenance **four times per year**.
 - Switchboard and panel preventive maintenance.
 - Variable Frequency Drive preventive maintenance.
 - Lighting preventive maintenance.
 - Fire alarm preventive maintenance **annually**.
- F. Technology preventive maintenance to include:
 - Audio visual preventive maintenance.
 - Uninterruptable power system preventive maintenance.
 - Access control system preventive maintenance **twice per year**.
 - Parking control equipment preventive maintenance(**annual**).
 - Video surveillance system preventive maintenance.

TMI SERVICES

TMI will provide periodic maintenance service **annually or as stated above** under this agreement.

GENERAL PROVISIONS

Normal working hours under this agreement are from 8:00 a.m. to 4:30 p.m. each day, Monday through Friday inclusive except for legal holidays. scheduled work will not be performed during other hours.

If a call other than a scheduled call is made at the request of the customer, it is to be charged at the prevailing hourly service rate plus transportation charges and expenses.

The customer agrees to pay for any parts used or replacement devices required under this Agreement. This Agreement does not include labor or parts for repairs.

The client will provide reasonable means of access to all equipment covered by this agreement. TMI will be free to start and stop all primary equipment incidental to the operation of the mechanical systems, as arranged with client's representative.

SERVICE DOCUMENTATION

We will document all scheduled and unscheduled service work showing the time, date, name of service technician, equipment identification and brief description of work. This documentation will be made available so that you can keep an accurate maintenance log for your equipment.

LIMITATION OF LIABILITY

TMI is not responsible for any additional labor, material, expenses, or equipment required to comply with laws or regulations imposed or set forth by governmental agencies, including, but not limited to, the storage, handling, recovery and/or recycling of refrigerants, asbestos removal and indoor air quality.

ENTIRE AGREEMENT

TMI SHALL BE REQUIRED TO PERFORM ONLY THE WORK SPECIFIED IN THIS AGREEMENT. THIS AGREEMENT SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES.

YOUR PROGRAM INVESTMENT

Client agrees to pay TMI the annual sum of **Twenty-One Thousand Nine Hundred Eighty-Four and No/100 (\$21,984.00/Year)** payable (in advance) upon presentation of an invoice as follows:

Annually Semi-annually Quarterly Monthly

There will be a 4% discount if paid annually in full within 30 days of invoice date.

The mechanical maintenance service under this Programmed Maintenance Agreement shall begin on the _____ day of _____, 2012, and shall continue through October 31, 2014. This agreement can be extended by mutual agreement of both parties. Either party may terminate this agreement by giving thirty (30) days written notice to the other party prior to the anniversary date hereof.

The price may be adjusted yearly by TMI based upon prevailing labor, material and other associated costs.

In addition to the price set forth herein, client shall pay any present or future taxes or other governmental charges now or hereafter imposed with respect to the sale, transfer, use, ownership or possession of the services and/or equipment sold under the PMA.

Proposal Expiration

The proposed price quoted herein shall expire in 90 days from proposal date at bottom of page.

CITY OF MOLINE

TOTAL MAINTENANCE, INC.

BY _____

Print

Rob Schmit

BY _____

By _____

Title _____

Title _____

Date _____

Date _____

Proposal No.: PPM-11101

SPECIAL NOTES:

Emergency service calls under this agreement are not subject to the preferred hourly rate offered to the City of Moline for heating, air conditioning, plumbing and drain cleaning.

DETAILED BREAKDOWN:

	<u>Subtotal</u>
Video/Technology	\$8,088
Electrical	\$9,720
Fire Alarm	\$768
Sprinkler	\$924
Roofing	\$1,248
Backflow Inspections	\$624
Water Cooler Inspections	\$612
TOTAL:	<u>\$21,984</u>



*Proposal for: City of Moline
Police Department
TA-11099*

Total Coverage Maintenance Agreement

By and Between:

"TMI"

**Total Maintenance, Inc.
1017 State Street
Bettendorf, IA. 52722-4855**

"Client"

**City of Moline
3635 4th Avenue
Moline, IL 61265
Doug House 524-2401**

Services will be provided at the following location:

**Moline Police Department
1640 – 6th Avenue
Moline, IL 61265**

**Prepared by: Rob Schmit
December 28, 2011**

This Proposal is of a proprietary nature. It remains the property of Total Maintenance, Inc.

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1. EXECUTIVE SUMMARY

Total Maintenance, Inc. (TMI) would like to thank you for this opportunity to propose the following custom tailored mechanical maintenance solution for your heating, ventilation and air conditioning (HVAC) equipment.

In today's economy, organizations are charged with finding ways to squeeze as much value as possible out of their investments. When facing such challenges, effective strategic decision-making is crucial to meeting these higher standards. TMI is a resource that offers turnkey, integrated mechanical maintenance solutions designed to help meet these goals. TMI is dedicated to identifying, developing and implementing strategies that will reduce your cost structure through the implementation of optimally designed mechanical maintenance programs and innovative procurement strategies.

TMI is not only one of the best, but also one of the largest locally owned service organizations in the area with the most sophisticated computerized dispatch and maintenance management system available. In addition, our purchasing power helps keep our costs lower, which in turn benefits you directly in all categories of HVAC work we perform on your behalf. We have, for more than 38 years, been able to provide our clients with the best value for their investment dollar.

Each proposal is designed to match your specific needs with our capabilities and provide you with reduced energy costs, improved equipment efficiency, better comfort, extended equipment life and general peace of mind, related to HVAC/R.

After a careful and thorough survey and review of your mechanical systems, we present the following recommendations for your approval.

Thank you again for your time and effort put toward this matter. We look forward to working with you.

2. BENEFITS OF PROGRAMMED MAINTENANCE

The Total Coverage Maintenance Agreement you are about to review is the optimum choice for Moline Police Department to maintain its HVAC equipment operation at peak efficiency. This program is customized to meet all of the unique requirements of your specific HVAC equipment. Moline Police Department will derive many benefits from a well-designed and implemented programmed maintenance agreement such as the one we are offering here.

TMI's maintenance programs are designed to help you reduce the cost of operating and maintaining your HVAC systems. Studies have shown that our type of maintenance program can help you:

- Avoid expensive downtime, employee productivity losses, or tenant turnover
- Avoid utility overpayment by 5-20% (Possibly more!!)
- Extend the useful life of your equipment by 20% or more
- Reduce administrative costs associated with managing HVAC services

Our goal is to help you control your overall maintenance costs via an optimum blend of predictive, diagnostic and scheduled maintenance tasking services. With this Total Coverage Maintenance Agreement, Moline Police Department will receive the following benefits:

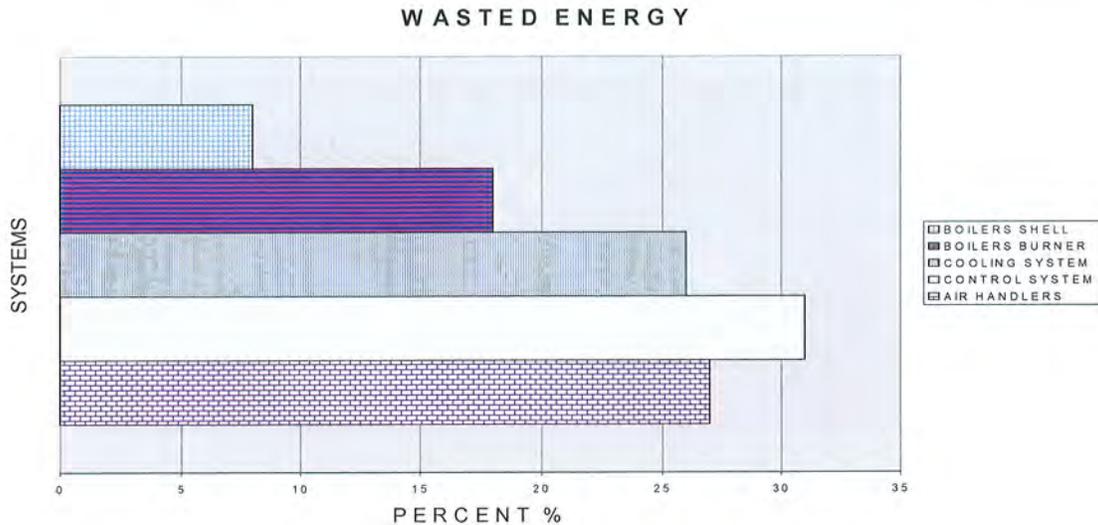
- 2.1 Elimination of Utility Overpayment**
- 2.2 Operating Cost Savings**
- 2.3 Elimination of Expensive Down Time**
- 2.4 Extended Equipment Life**
- 2.5 Improved Indoor Air Quality**
- 2.6 Increased Comfort Control**
- 2.7 Programmed Maintenance**
- 2.8 Engineering Support**
- 2.9 True 24 Hour Emergency Service**
- 2.10 Stabilized Budget**
- 2.11 Single Source Accountability**
- 2.12 Reduced Administrative Time**
- 2.13 Peace of Mind**

Other: _____

2.1 Elimination of Utility Overpayment

Programmed maintenance keeps your building's equipment in peak operating condition, thereby eliminating overpayment to your utility company. Our program will provide the proper maintenance tasking procedures that will include cleaning all heat transfer surfaces and calibrating your equipment to operate at peak performance.

Without thorough and professional preventive maintenance, your system's performance will deteriorate while energy consumption and your operating costs will increase. **(SEE BELOW)**



BOILERS: Soot build up (1/8"), Burner Efficiency. COOLING SYSTEM: Scale build up (1/8"). CONTROL SYSTEMS: Thermostat malfunction (3°). AIR HANDLERS: Dirty filters and coils. Source: ASHRAE

PMA SERVICE:

- Cleaning, adjustment, lubrication and calibration of all equipment
- Automatic temperature control service
- Operational analysis of the system
- Cleaning of equipment

YOUR BENEFITS:

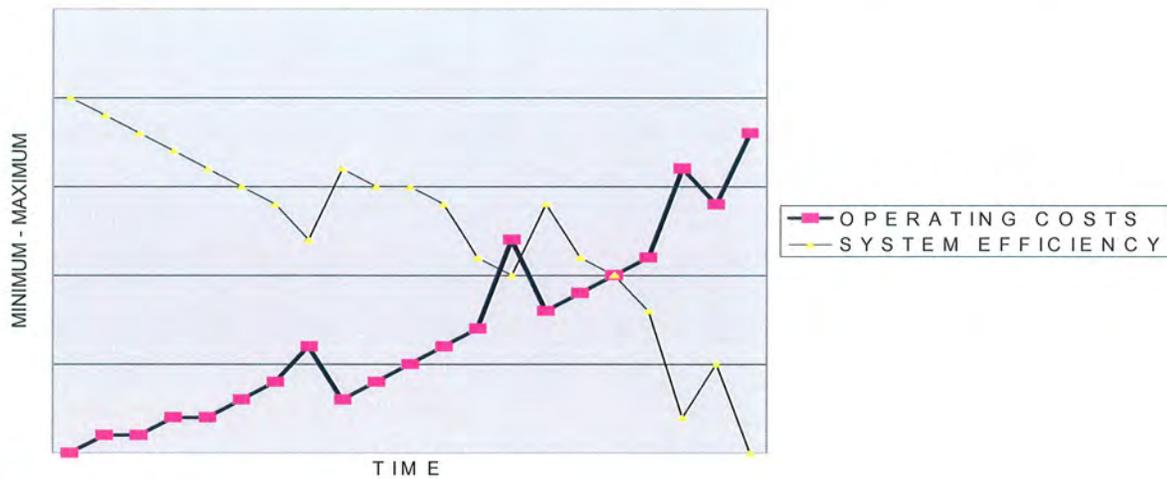
- Reduced system downtime saves you administrative time
- Maintaining equipment protects your investment in the system
- Extended equipment life reduces ownership costs
- Optimum energy consumption eliminates utility overpayment

2.2 Operating Cost Saving

Our program will save you money in two ways. First, TMI is part of a national HVAC materials and parts procurement network. Our clients benefit from our ever-growing economies of scale. This aggregated buying power allows us to pass along the lowest possible price and still provide the highest quality and most efficient service possible.

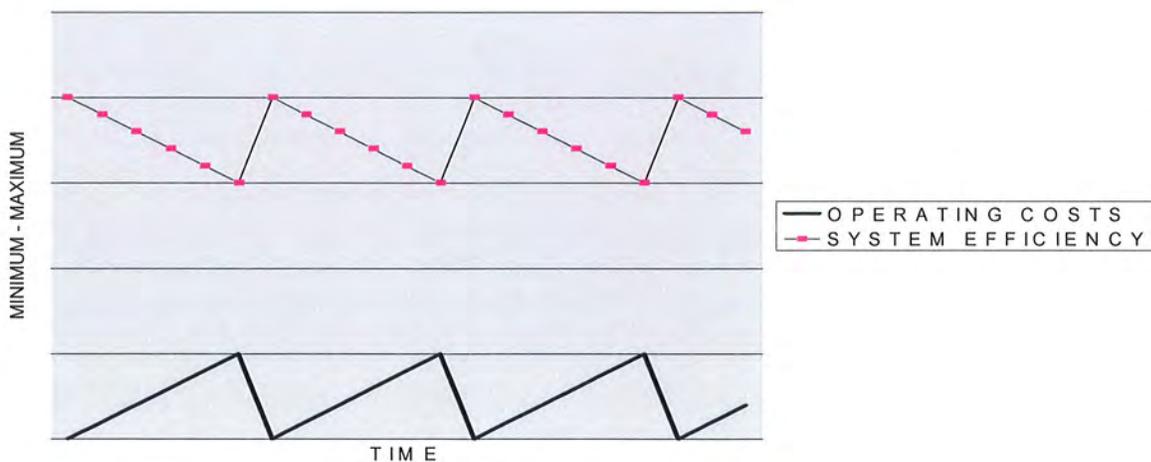
Second, as we implement the maintenance agreement, system efficiency is returned to an optimum level and operating costs and productivity losses are reduced to a minimum.

Reactive Maintenance... Operating costs rise and efficiency drops. Your system is heading for early replacement. Your discomfort and problems increase and reliability is non-



existent.

Proactive Maintenance... A proactive maintenance program maximizes your system's efficiency. Your operating costs remain level. Your system's life increases. Occupants are kept comfortable.



2.3 Elimination of Expensive Down Time

Proper functioning equipment means money in your pocket. This Programmed Maintenance Agreement provides the manufacturers recommended maintenance tasking procedures for your equipment on a predetermined schedule. Our program reduces equipment failures, and costly equipment downtime while increasing employee productivity.

2.4 Extending Equipment Life

TMI's Programmed Maintenance Agreement keeps your equipment in optimum condition. This agreement is custom tailored to increase the life expectancy of your equipment over that of improperly maintained equipment. This results in the deferral of costly replacement expenditures.

2.5 Improved Indoor Air Quality

This program is designed to allow your equipment to operate within the original design environmental specifications they were engineered to provide. The first line of defense against possible perceived or real environmental complaints is proof of a verifiable maintenance program that provides for proper ventilation, filter changes and comfort control. Our program will help you meet these challenges plus provide an environment that is as healthy as possible.

2.6 Increased Comfort Control

Studies have shown that consistent indoor air comfort goes a long way in providing a happy work place. By including a building's environmental controls into the maintenance agreement, indoor air comfort is maximized therefore maintaining productivity levels at peak performance.

2.7 Programmed Maintenance

TMI takes into account your business and technical requirements when designing a maintenance program. Our call center automatically dispatches the manufacturer's recommended maintenance tasking procedures for your equipment on a predetermined schedule that best meets both your business and your equipment requirements. Computer generated tasking lists, radio dispatching and top notch personnel all work together to ensure the best possible service.

2.8 Engineering Support

This maintenance program includes engineering support services to include identifying indoor air quality problems, solving comfort complaints, and or modifications to reduce or add air conditioning, heating or ventilation capacity in your facility. As with this and any of our programs, we provide written performance guarantees with all of our engineered solutions.

2.9 True 24 Hour Emergency Service

Our maintenance agreement has continuously proven to reduce emergency or trouble calls. However, when one does occur, you will receive our highest priority response. TMI responds to emergency service or trouble calls 24/7.

2.10 Stabilized Budget

TMI's Programmed Maintenance Agreement provides a single investment that covers all preventative maintenance as well as parts and labor pertaining to any worn, failed, or doubtful components. Our agreement clients have the flexibility of paying monthly, quarterly, or annually.

2.11 Single Source Accountability

TMI offers "one stop shopping" for all of your building's HVAC needs. Our expert staff works with all types of equipment from boilers to rooftop units. Our technicians are familiar with the full range of manufacturer's products including computerized building automation systems. Under the umbrella of our Total Coverage Maintenance Agreement, you would have one source for all of your heating and air conditioning solutions. Single source accountability eliminates issues as to who is responsible for which parts of the HVAC system.

2.12 Reduced Administrative Time

By rolling preventive maintenance, emergency calls, parts and comfort control issues into the Programmed Maintenance Agreement with a single investment amount, other individuals within the building, including tenants, can be empowered to arrange for service calls.

2.13 Peace of Mind

An intangible benefit maintenance agreement clients realize is peace of mind. Heating and air conditioning is something that is rarely thought of when it is working properly. Many of the features of the Programmed Maintenance Agreement are designed to work toward minimizing emergency calls and maximizing indoor air comfort.

3. FEATURES OF THE PROGRAMMED MAINTENANCE AGREEMENT

3.1 Planned Maintenance

TMI will provide mechanical maintenance service **Twelve(12) times** per year under the PMA. Under the Programmed Maintenance Agreement, TMI will maintain the mechanical system(s) consisting of the components described in Schedule A. We will use trained personnel directly employed or supervised by us. The maintenance tasking procedures, which our technicians precisely follow, are determined by the manufacturer's recommendations, equipment application, equipment run time and our extensive experience.

3.2 Predictive Maintenance

TMI will replace worn, failed, or doubtful components and parts. These replacements will be of like or current design to minimize system depreciation and obsolescence. Where experience on similar equipment indicates that the failure point is approaching for any component, such component may be repaired or replaced in advance to prevent a system failure.

3.3 Emergency and Trouble Call Coverage

Every activity performed under the maintenance agreement is designed to minimize the incidence of emergency situations. However, backup emergency service will be provided 24 hours a day, 7 days a week, 365 days a year to minimize downtime and inconvenience. **The cost of emergency service labor and materials will be covered regardless of the time of day.**

3.4 Service Documentation

We will document all scheduled and unscheduled service work showing the time, date, name of service technician, equipment identification and brief description of work. This documentation will be made available so that you can keep an accurate maintenance log for your equipment.

3.5 General Provisions

All planned maintenance service under the PMA will be performed during normal working hours. The client will provide reasonable means of access to all equipment covered by this agreement. TMI will be free to start and stop all primary equipment incidental to the operation of the mechanical systems, as arranged with client's representative.

In the event the client's system is altered, modified, changed or moved the PMA may be immediately terminated at TMI's option.

3.6 Limitation Of Liability

- A. TMI will not be liable for the repair or the replacement of any part of the mechanical system(s) with damages resulting from fire, flood, corrosive substances in the air, war, act of God or any other reason beyond TMI's reasonable control. Further, TMI will not be liable for any delay in furnishing or failure to furnish service due to strike, lockout, dispute with workers, or inability to obtain materials.
- B. If a mechanical part or component is determined to be no longer available due to obsolescence, TMI will make every effort to obtain a similar part or component that will provide a satisfactory solution. TMI will not be responsible should the satisfactory solution require replacement or rebuilding of peripheral parts, components, or an entire piece of equipment.
- C. TMI shall not be responsible for any utility service connected to or essential to the operation of the equipment, nor for failure thereof. TMI will not be liable for damages sustained to the equipment due to failure thereof. TMI specifically shall not be responsible for damages sustained through power failure, low voltage conditions, lightning, single phasing, damages caused by animals or other electrical abnormalities.
- D. TMI does not guarantee the operability of the client's systems and in no event shall TMI be liable for speculative, indirect or consequential damages.
- E. TMI shall not be required to make safety tests or to install new attachments, additional controls or equipment as recommended or directed by any insurance company or laboratory or to make replacements mentioned herein with parts or devices of a different design for any reason.
- F. TMI is not responsible for any additional labor, material, expenses or equipment required to comply with laws or regulations imposed or set forth by governmental agencies, including but not limited to, the storage, handling, recovery and/or recycling of refrigerants, upgrading to new refrigerants, asbestos removal and indoor air quality. Further, TMI shall not be responsible for repair or replacement of obsolete parts or components due to the obsolescence of R22 or any other refrigerant.
- G. The equipment covered under the scope of the PMA is presupposed to be in maintainable condition. If, during the initial inspection and/or the initial seasonable start-up, equipment is found to be non-maintainable, TMI shall provide a written quote to the client within thirty (30) days. If the client elects to not place the equipment in maintainable condition, that equipment will be deleted from the PMA and the price adjusted accordingly.

- H. It is understood that the repair, replacement, and emergency service provisions apply only to the systems and equipment covered by the PMA (see SCHEDULE A). Repair or replacement of non-maintainable parts of the system such as, but not limited to, ductwork, piping, shell and tubes (for boilers, evaporators, condensers, and chillers), heat exchangers of all kinds, unit cabinets, boiler refractory material, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports, and other non-moving parts, is not included under the Planned Maintenance Agreement. Peripheral systems such as but not limited to variable frequency drives are not covered under this agreement.

- I. TMI will not make repairs or replacements necessitated by reason of negligence or misuse of the equipment by others or by reason of any other cause beyond our control except ordinary wear and tear.

- J. If an emergency service call is made at the client's request and inspection does not reveal any defect for which TMI is liable under the PMA, we reserve the right to charge the client our regular charges prevailing for such service.

3.7 The Entire Agreement

TMI shall be required to perform only the work specified in the Programmed Maintenance Agreement. THE PMA Shall Constitute The Entire Agreement Between The Parties.

4.

SCHEDULE A

The following HVAC equipment was identified during our survey and will be covered as a part of the Programmed Maintenance Agreement.

MECHANICAL ROOM

- 1 ClimateCraft Air Handling Unit AHU #3
Model #CAH78X90E
Serial # 21646
 - 1 Supply Fan Motor 30 HP
 - 9 24x24x2
 - 3 24x12x2 +Bag Filters

- 3 Thermal Solutions Boilers
Model #EVA2000BN1
Serial # 64796517,16,18
 - 1ea. Natural Gas Burner Assembly 2,000,000 BTU
 - 1ea. Marathon Pump 1 HP ea.
Model # 145TTDR5378AB

- 2 Baldor Hot Water Supply Pumps
Cat# EMZ513T 15 HP ea.

- 1 McQuay Chiller CHR #1
Modle # WGS190AW27-ER10
Serial #STNU051100036

- 1 Baldor Pump
Cat # EM2513T 15 HP

- 1 Baldor Pump
Cat # EMEE11T 7.5 HP

- 1 Cooling Tower Filter – 1 Leeson Pump 1HP

- 1 Maxim Water heater 125 Gallon
Model # 54P 125A-MX
Serial # 1105117183
 - 1 Pump Motor 1/5 HP
 - 1 Natural Gas Burner 540,000 BTU

GARAGE

- 1 Bell & Gossett Cooling Tower Pump 10 HP

- 5 Hanging Unit Heaters
Model # FUHH1340AA00
Serial # 15010406
 - 1ea. Fan Motor ½ HP

- | | | |
|---|----------------------------------|----------------|
| 1 | Exhaust Fan(CO) | EF#1 |
| 1 | Motor | 1.5 HP |
| 4 | Storm Water Ejection Pumps | |
| 2 | Sewage Ejector Pumps | |
| 1 | BAC- Baltimore Air Cooling Tower | |
| | Model # 15200 | |
| | Serial #U052935701 | |
| 1 | Fan Motor | 1 Belt=3R-B136 |

2ND FLOOR MECHANICAL ROOM

- | | | |
|----|--------------------------|------------|
| 1 | McQuay Air Handling Unit | AHU# 2 |
| | Model # CAH040GDAC | Belt= V71 |
| | Serial #FB0U051200700 | |
| 1 | Return Air Fan | 10HP |
| 1 | Baldor Supply Fan Motor | 20HP |
| 4 | 24x24x2 | |
| 16 | 20x24x2 | |
| 4 | 12x24x2 | |
| 1 | McQuay Air Handling Unit | AHU# 1 |
| | Model # CAH017GDAC | Belt= BX46 |
| | Serial #FB0U051200701 | |
| 1 | Return Air Fan | |
| 1 | Baldor Supply Fan Motor | 10HP |
| 3 | 24x24x2 | |
| 6 | 20x24x2 | |
| 3 | 12x24x2 | |
| 1 | McQuay Unit Heater | |

ROOFTOP

- | | | |
|----|--------------------------|--------|
| 1 | McQuay Air Handling Unit | RTC #1 |
| | Model # 0AH017DAC | |
| | Serial # FB0U051201300 | |
| 1 | Supply Fan Motor | |
| 1 | Return Fan Motor | |
| 1 | McQuay Air Handling Unit | RTC #2 |
| | Model # 0AH017GDAC | |
| | Serial # FB0U051201301 | |
| 1 | Supply Fan Motor | |
| 1 | Return Fan Motor | |
| 60 | VAV Boxes | |
| 4 | Work Stations | |

All backflow preventers

ALL AUTOMATIC TEMPERATURE CONTROLS ASSOCIATED WITH THE ABOVE LISTED EQUIPMENT IN THE PRESENT BUILDING COMPLEX.

5. SCHEDULE B

FILTER SCHEDULE

Furnish and install replacement media for the following air filters.

All units listed on schedule A

And make **FOUR (4)** media changes per annum.

IT IS FURTHER AGREED that should experience show that additional or more frequent changes are required such charges will be made after mutual consent at the established selling prices per additional filter changes.

6. SCHEDULE C

BOILER/CHILLER WATER TREATMENT

Provide water treatment service on the following boiler including the services listed below:

- | | MAKE | MODEL | FIXTURE |
|----|---|-------|---------|
| 1. | <u>CHILLER AS LISTED ON SCHEDULE A</u> | | |
| 2. | <u>BOILERS(3) AS LISTED ON SCHEDULE A</u> | | |

- a. To make an analysis of the boiler water to determine the proper kind and amount of additives needed.
- b. To furnish needed additives in the amounts required.
- c. To provide the necessary labor to inspect the boiler water as required.
- d. To furnish the necessary labor to add the correct compounds.
- e. To make periodic water analysis and submit a report of our findings to the client.

7.

YOUR PROGRAM INVESTMENT

Client agrees to pay TMI the annual sum of **Forty-Three Thousand Six Hundred Eight and No/100 (\$43,608.00/Year)** payable (in advance) upon presentation of an invoice as follows:

() Annually () Semi-annually () Quarterly Monthly

There will be a 4% discount if paid annually in full within 30 days of invoice date.

The mechanical maintenance service under this Programmed Maintenance Agreement shall begin on the _____ day of _____, 2012, and shall continue through October 31, 2014. This agreement can be extended by mutual agreement of both parties. Either party may terminate this agreement by giving thirty (30) days written notice to the other party prior to the anniversary date hereof.

The price may be adjusted yearly by TMI to account for annual increases in prevailing labor, material and other associated costs.

In addition to the price set forth herein, client shall pay any present or future taxes or other governmental charges now or hereafter imposed with respect to the sale, transfer, use, ownership or possession of the services and/or equipment sold under the this agreement.

Proposal Expiration

The proposed price quoted herein shall expire in 90 days from proposal date at bottom of page.

CITY OF MOLINE

TOTAL MAINTENANCE, INC.

BY _____
Print

Rob Schmit

BY _____

By _____

Title _____

Title _____

Date _____

Date _____

Proposal No. TA-11099

SPECIAL NOTES:

THIS AGREEMENT INCLUDES:

**ALL LISTED COOLING EQUIPMENT
ALL LISTED HEATING EQUIPMENT
ALL LISTED AIR HANDLING UNITS
ALL LISTED EXHAUST FANS AND POWER VENTILATORS
ALL CHEMICAL TREATMENT FOR BOILERS AND CHILLER
ALL DOMESTIC WATER HEATERS**



Illinois Department of Transportation

Division of Highways / Region 2 / District 2
819 Depot Avenue / Dixon, Illinois / 61021-3500
Telephone 815/284-2271

COPY

PROGRAM DEVELOPMENT

Project Support – Letter of Understanding
FAI Route 74 (Interstate 74)
Section (81-2HB-1)M
Rock Island County, Job No. C-92-054-12
Contract No. 64H71
Agreement No. LU-2-12-028

December 9, 2011

Honorable Don Welvaert
Mayor of Moline
619 16th Street
Moline, IL 61265

Dear Mayor Welvaert:

The Illinois Department of Transportation has prepared contract plans for bridge repairs on the structures carrying Illinois Route 5 over Interstate Route 74 in Moline (structure numbers 081-0097 and 081-0098). This project is tentatively scheduled for the April 27, 2012 contract letting.

For approximately four weeks during construction the northbound Interstate Route 74 ramp to westbound Illinois Route 5 will need to be closed. The department proposes to detour traffic northbound on Interstate Route 74 to Avenue of the Cities (23rd Avenue) and direct traffic to enter Interstate Route 74 southbound to access Illinois Route 5 westbound. The department will be responsible for all signing and barricades required for the detour.

The department's records indicate that Avenue of the Cities (23rd Avenue) is under the city's jurisdiction at its intersection with Interstate Route 74. Prior to the department marking the detour, a field inspection will be held by city and department representatives to review the present condition of the portion of Avenue of the Cities (23rd Avenue) to be utilized for the detour and department construction representatives will prepare a video tape. Upon the department removing the marked detour, an inspection will again be held to determine any needed repairs or restoration. Any repairs or restoration will be at the department's expense.

All covenants contained in previous agreements or letters of understanding relating to city owned utilities, maintenance, electrical energy, enactment of ordinances, etc., on the section to be improved within the city limits, shall remain unchanged. Any costs involved with the relocation of city owned

Mayor Don Welvaert
December 9, 2011
Page Two

utilities (water, sewer, streetlights, etc.) that are in conflict with the department's improvement project shall be relocated at the cost of the city of Moline. The Department of Transportation will assume all other costs for construction and engineering.

Your acceptance of this letter of understanding shall be considered as your approval of all terms described herein. There are two copies of this letter enclosed. One copy is to be signed by you and returned to this office. The other copy may be retained for your files.

If you should have any questions, please contact Mr. Mahmoud Etemadi of this office at (815)284-5393.

Sincerely,



Eric S. Therkildsen, P.E.
Acting Deputy Director of Highways,
Region Two Engineer

APPROVED:

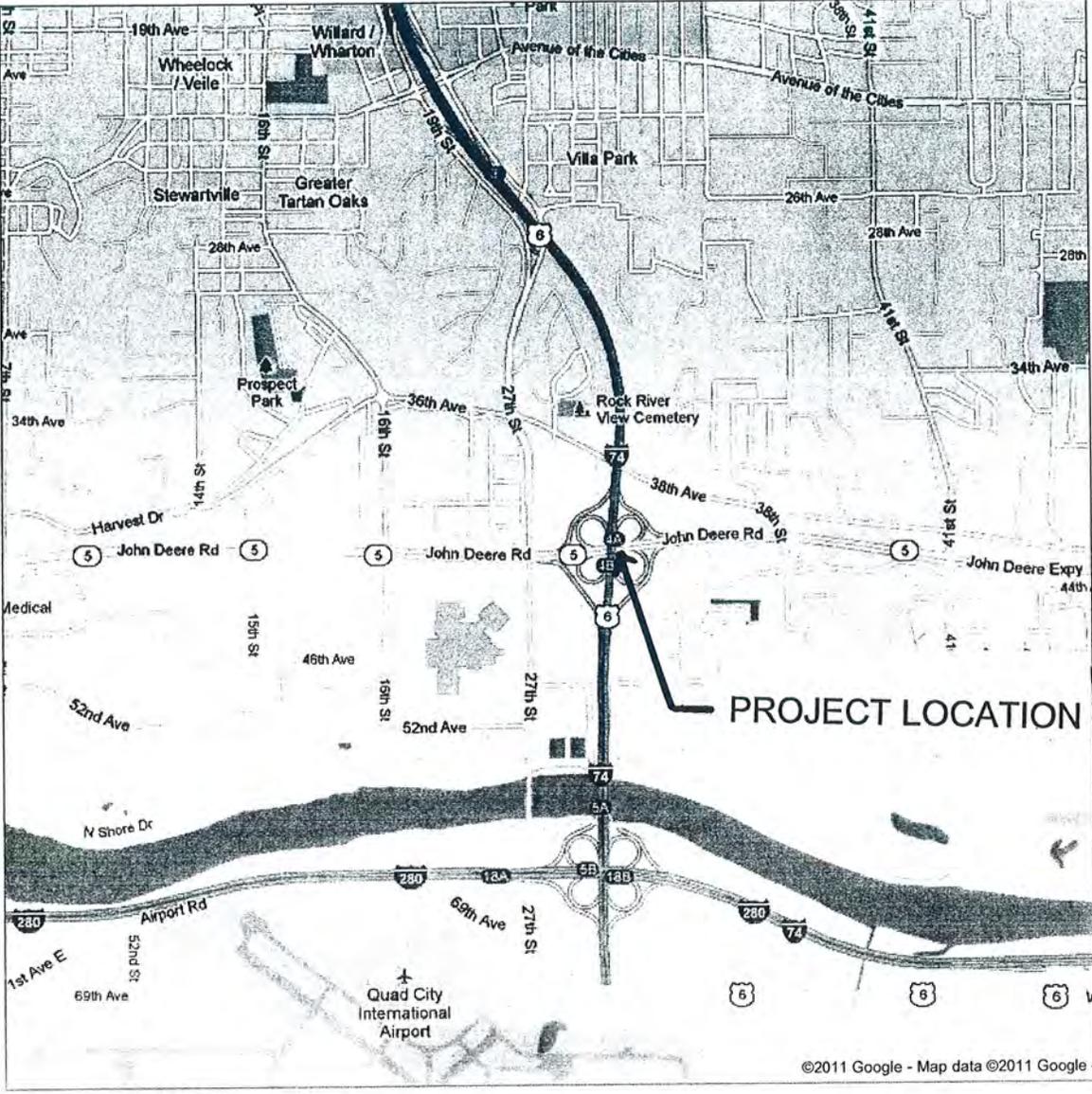
Don Welvaert
Mayor of Moline

Date: _____

Attachment

c: Scott Hinton, City Engineer
LM.let.und.moline.LU-2-12-028

LOCATION MAP CITY OF MOLINE



FAI ROUTE 74 (INTERSTATE 74)
SECTION (81-2HB-1)M
ROCK ISLAND COUNTY
JOB NO. C-92-054-12
CONTRACT NO. 64H71

FOR INDEX OF SHEETS, SEE SHEET NO. 2
FOR STATE STANDARDS, SEE SHEET NO. 2

PROJECT LOCATED IN THE
CITY OF MOLINE

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
**PROPOSED
HIGHWAY PLANS**
FAP 74 & JOHN DEERE ROAD
S.N. 081-0097 & S.N. 081-0098 OVER I-74
BRIDGE REHABILITATION
SECTION (81-2HB-1)M
ROCK ISLAND COUNTY
C-92-054-12

R. 1 W.

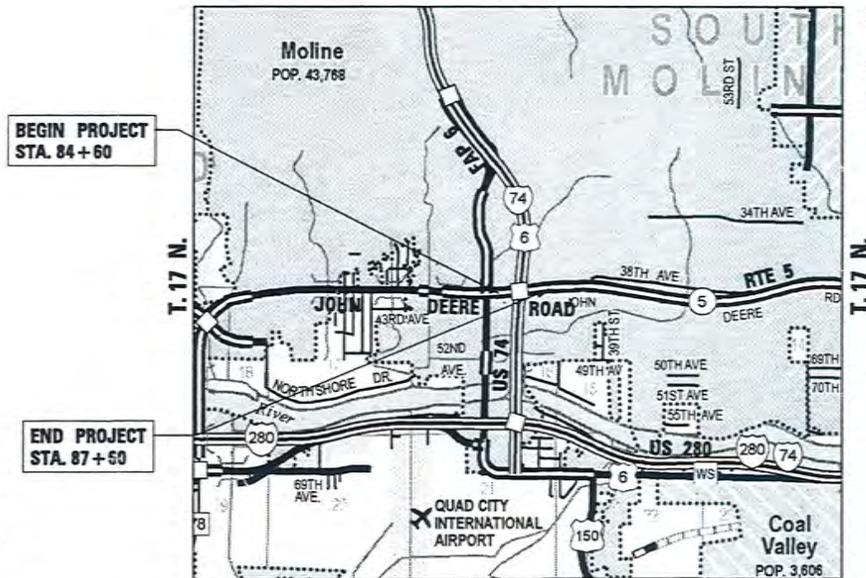


FULL SIZE PLANS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALES. REDUCED SIZED PLANS WILL NOT CONFORM TO STANDARD SCALES. IN MAKING MEASUREMENTS ON REDUCED PLANS, THE ABOVE SCALES MAY BE USED.

J.U.L.I.E.
JOINT UTILITY LOCATING INFORMATION FOR EXCAVATORS
1-800-892-6123
OR 811

PROJECT MANAGER : MAHMOUD ETEMADI (815) 284-5393

CONTRACT NO. 64H71



MOLINE TOWNSHIP

NOT TO SCALE

GROSS LENGTH OF PROJECT = 320 LIN. FT.

NET LENGTH OF PROJECT = 320 LIN. FT.

P.E. / RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
74	181-2HB-12M	ROCK ISLAND	1	1
ILLINOIS			CONTRACT NO. 64H71	

D-92-045-12



LOCATION OF SECTION INDICATED THERE -

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

SUBMITTED _____ 20____

DEPUTY DIRECTOR OF HIGHWAYS, REGION ENGINEER
_____ 20____

ENGINEER OF DESIGN AND ENVIRONMENT
_____ 20____

DIRECTOR OF HIGHWAYS, CHIEF ENGINEER
_____ 20____



BRINDLEY S. SACHDEVA, P.E.
EXPIRES: 11-30-2011

CR & A
CHRISTIAN-ROGE & ASSOCIATES, INC.
ENGINEERS - PLANNERS - SURVEYORS
211 W. WACKER DRIVE CHICAGO, IL 60606
TELEPHONE: 312-373-2022

**PRINTED BY THE AUTHORITY
OF THE STATE OF ILLINOIS**

Council Bill/Special Ordinance: _____

Sponsor: _____

A SPECIAL ORDINANCE

REPEALING Special Ordinance No. 4004-2011 which declared the prevailing rate of wages to be paid workers on public works projects; and

ASCERTAINING
and DECLARING the prevailing rate of wages to be paid to certain laborers, mechanics and other workers performing public works for the City of Moline within Rock Island County.

WHEREAS, the State of Illinois has enacted “An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by any one under contract for public works,” approved June 26, 1941, as amended, (820 ILCS 130/1 et seq., as amended); and

WHEREAS, the aforesaid Act requires that the City Council of the City of Moline investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of this City employed in performing construction of public works, for this City.

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

Section 1. That Special Ordinance No. 4004-2011 declaring the prevailing rate of wages to be paid to certain laborers, mechanics, and other workers performing public works for the City of Moline within Rock Island County is hereby repealed.

Section 2. That to the extent and as required by “An Act regulating wages of laborers, mechanics and other workers employed in any public works by state, county, city or any public body or any political subdivision or by any one under contract for public works,” approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of this City is hereby ascertained to be the same as the prevailing rate of wages for construction work in Rock Island County area as determined by the Department of Labor of the State of Illinois as of January 2012, a copy of that determination being attached hereto and incorporated herein by reference thereto as Exhibit “A”. The definition of any terms appearing in this Ordinance, which are also used in the aforesaid Act, shall be the same as in said Act.

Section 3. That nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except statutorily defined public works construction of this City to the extent required by the aforesaid Act.

Section 4. That the City Clerk shall publicly post or keep available for inspection by any interested party in the office of the City Clerk this determination or any revisions of such prevailing rate of wages. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

Section 5. That the City Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

Section 6. That the City Clerk shall promptly file a certified copy of this Ordinance with both the Secretary of State Index Division and the Department of Labor of the State of Illinois.

Section 7. That whenever a request in writing is made to determine the prevailing rate of wages for an occupational classification not contained upon Exhibit "A," said request shall be referred to the Department of Labor of the State of Illinois for review. Within thirty days from the date of the referral, the City Council shall ascertain the prevailing rate of wages for the public occupational classification contained within the written request. The Council shall endeavor to review the report and recommendations of the Department of Labor of the State of Illinois prior to making its determination.

Section 8. That the City Clerk shall cause this ordinance to be published in The Dispatch, a newspaper of general circulation, and this ordinance shall be in full force and effect from and after passage, approval, and publication as required by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

Rock Island County Prevailing Wage for January 2012

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		BLD		23.010	23.510	1.5	1.5	2.0	5.750	5.550	0.000	0.800
ASBESTOS ABT-GEN		HWY		25.090	26.090	1.5	1.5	2.0	6.150	6.720	0.000	0.800
ASBESTOS ABT-MEC		BLD		20.500	21.500	1.5	1.5	2.0	6.250	3.500	0.000	0.000
BOILERMAKER		BLD		34.170	37.170	2.0	2.0	2.0	6.820	8.550	0.000	0.350
BRICK MASON		BLD		26.450	27.950	1.5	1.5	2.0	7.750	5.150	0.000	0.470
CARPENTER		BLD		26.380	27.700	1.5	1.5	2.0	7.790	7.660	0.000	0.600
CARPENTER		HWY		27.640	29.390	1.5	1.5	2.0	8.230	10.34	0.000	0.450
CEMENT MASON		BLD		24.820	26.820	1.5	1.5	2.0	5.850	8.420	0.000	0.500
CEMENT MASON		HWY		24.670	25.670	1.5	1.5	2.0	5.850	8.590	0.000	0.500
CERAMIC TILE FNSHER		BLD		18.460	0.000	1.5	1.5	2.0	7.750	5.140	0.000	0.230
ELECTRIC PWR EQMT OP		ALL		27.850	0.000	1.5	1.5	2.0	5.000	8.360	0.000	0.210
ELECTRIC PWR GRNDMAN		ALL		23.280	0.000	1.5	1.5	2.0	5.000	6.990	0.000	0.170
ELECTRIC PWR LINEMAN		ALL		35.130	38.640	1.5	1.5	2.0	5.000	10.53	0.000	0.260
ELECTRICIAN		BLD		31.520	33.520	1.5	1.5	2.0	7.220	10.52	0.000	0.310
ELECTRONIC SYS TECH		BLD		23.500	25.250	1.5	1.5	2.0	6.670	5.060	0.000	0.310
ELEVATOR CONSTRUCTOR		BLD		39.140	44.030	2.0	2.0	2.0	11.03	11.96	2.350	0.000
GLAZIER		BLD		25.780	27.280	1.5	1.5	2.0	6.670	6.120	0.000	0.350
HT/FROST INSULATOR		BLD		28.860	30.060	1.5	1.5	2.0	5.250	12.05	0.000	0.800
IRON WORKER		ALL		27.500	29.700	1.5	1.5	2.0	8.890	10.18	0.000	0.620
LABORER		BLD 1		21.580	22.440	1.5	1.5	2.0	6.150	6.720	0.000	0.800
LABORER		BLD 2		23.080	24.000	1.5	1.5	2.0	6.150	6.720	0.000	0.800
LABORER		BLD 3		23.730	24.680	1.5	1.5	2.0	6.150	6.720	0.000	0.800
LABORER		HWY 1		24.590	25.590	1.5	1.5	2.0	6.150	6.720	0.000	0.800
LABORER		HWY 2		25.090	26.090	1.5	1.5	2.0	6.150	6.720	0.000	0.800
LABORER		HWY 3		25.720	26.720	1.5	1.5	2.0	6.150	6.720	0.000	0.800
LATHER		BLD		26.380	27.700	1.5	1.5	2.0	7.790	7.660	0.000	0.600
MACHINIST		BLD		43.160	45.160	1.5	1.5	2.0	7.980	8.950	0.000	0.000
MARBLE FINISHERS		BLD		18.460	0.000	1.5	1.5	2.0	7.750	5.140	0.000	0.230
MARBLE MASON		BLD		22.800	23.300	1.5	1.5	2.0	7.750	5.140	0.000	0.230
MILLWRIGHT	N	BLD		34.400	37.840	1.5	1.5	2.0	7.100	11.94	0.000	0.500
MILLWRIGHT	S	BLD		27.250	28.950	1.5	1.5	2.0	6.400	9.640	0.000	0.500
OPERATING ENGINEER		BLD 1		29.400	30.400	1.5	1.5	2.0	13.95	6.600	1.500	0.800
OPERATING ENGINEER		BLD 2		27.800	30.400	1.5	1.5	2.0	13.95	6.600	1.500	0.800
OPERATING ENGINEER		BLD 3		26.650	30.400	1.5	1.5	2.0	13.95	6.600	1.500	0.800
OPERATING ENGINEER		BLD 4		29.650	30.650	1.5	1.5	2.0	13.95	6.600	1.500	0.800
OPERATING ENGINEER		BLD 5		30.150	31.150	1.5	1.5	2.0	13.95	6.600	1.500	0.800
OPERATING ENGINEER		BLD 6		30.650	31.650	1.5	1.5	2.0	13.95	6.600	1.500	0.800
OPERATING ENGINEER		BLD 7		30.400	31.400	1.5	1.5	2.0	13.95	6.600	1.500	0.800
OPERATING ENGINEER		HWY 1		29.400	30.400	1.5	1.5	2.0	13.95	6.600	1.500	0.800
OPERATING ENGINEER		HWY 2		27.800	30.400	1.5	1.5	2.0	13.95	6.600	1.500	0.800
OPERATING ENGINEER		HWY 3		26.650	30.400	1.5	1.5	2.0	13.95	6.600	1.500	0.800
OPERATING ENGINEER		HWY 4		29.650	30.650	1.5	1.5	2.0	13.95	6.600	1.500	0.800
OPERATING ENGINEER		HWY 5		30.150	31.150	1.5	1.5	2.0	13.95	6.600	1.500	0.800
OPERATING ENGINEER		HWY 6		30.650	31.650	1.5	1.5	2.0	13.95	6.600	1.500	0.800
OPERATING ENGINEER		HWY 7		29.900	30.900	1.5	1.5	2.0	13.95	6.600	1.500	0.800
OPERATING ENGINEER		HWY 8		30.400	31.400	1.5	1.5	2.0	13.95	6.600	1.500	0.800
PAINTER		ALL		26.370	27.370	1.5	1.5	1.5	4.950	6.100	0.000	0.600
PAINTER OVER 30FT		ALL		27.620	28.620	1.5	1.5	1.5	4.950	6.100	0.000	0.600
PAINTER PWR EQMT		ALL		26.870	27.870	1.5	1.5	1.5	4.950	6.100	0.000	0.600
PILEDRIVER		BLD		26.380	27.700	1.5	1.5	2.0	7.790	7.660	0.000	0.600
PILEDRIVER		HWY		27.640	29.390	1.5	1.5	2.0	8.230	10.34	0.000	0.450
PIPEFITTER		ALL		35.700	39.270	1.5	1.5	2.0	5.150	11.35	0.000	1.000
PLASTERER		BLD		27.800	29.800	1.5	1.5	2.0	6.500	5.950	0.000	0.500
PLUMBER		ALL		35.700	39.270	1.5	1.5	2.0	5.150	11.35	0.000	1.000

ROOFER	BLD	24.630	25.880	1.5	1.5	2.0	8.110	5.370	0.000	0.250
SHEETMETAL WORKER	BLD	29.930	31.920	1.5	1.5	2.0	7.140	10.24	0.000	0.540
SPRINKLER FITTER	BLD	36.140	38.890	1.5	1.5	2.0	8.100	8.200	0.000	0.350
STONE MASON	BLD	26.450	27.950	1.5	1.5	2.0	7.750	5.150	0.000	0.470
TERRAZZO FINISHER	BLD	18.460	0.000	1.5	1.5	2.0	7.750	5.140	0.000	0.230
TERRAZZO MASON	BLD	22.800	23.300	1.5	1.5	2.0	7.750	5.140	0.000	0.230
TILE LAYER	BLD	26.380	27.700	1.5	1.5	2.0	7.790	7.660	0.000	0.600
TILE MASON	BLD	22.800	23.300	1.5	1.5	2.0	7.750	5.140	0.000	0.230
TRUCK DRIVER	ALL 1	30.460	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250
TRUCK DRIVER	ALL 2	30.890	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250
TRUCK DRIVER	ALL 3	31.120	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250
TRUCK DRIVER	ALL 4	31.380	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250
TRUCK DRIVER	ALL 5	32.200	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250
TRUCK DRIVER	O&C 1	24.370	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250
TRUCK DRIVER	O&C 2	24.710	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250
TRUCK DRIVER	O&C 3	24.900	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250
TRUCK DRIVER	O&C 4	25.100	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250
TRUCK DRIVER	O&C 5	25.760	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250
TUCK POINTER	BLD	26.450	27.950	1.5	1.5	2.0	7.750	5.150	0.000	0.470

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday)
 OSA (Overtime is required for every hour worked on Saturday)
 OSH (Overtime is required for every hour worked on Sunday and Holidays)
 H/W (Health & Welfare Insurance)
 Pensn (Pension)
 Vac (Vacation)
 Trng (Training)

Explanations

ROCK ISLAND COUNTY

MILLWRIGHT (SOUTH) - South of Interstate 80.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installing, assembling and maintaining sound and intercom, protection alarm (security), master antenna television, closed circuit television, computer hardware and software programming and installation to the network's outlet and input (EXCLUDING all cabling, power and cable termination work historically performed by wiremen), door monitoring and control, nurse and emergency call programming and installation to the system's outlet and input (EXCLUDING all cabling, power and cable termination work historically performed by wiremen), clock and timing; and the installation and maintenance of transmit and receive antennas, transmitters, receivers, and associated apparatus which operates in conjunction with the above systems. All work associated with these system installations will be included EXCEPT (1) installation of protective metallic conduit, excluding less than ten-foot runs strictly for protection of cable, and (2) 120 volt AC (or higher) power wiring and associated hardware.

LABORER - BUILDING

Class 1: General laborer, carpenter tender, tool cribman, salamander tender, flagman, form handler, floor sweeper, material handler, fencing laborer, cleaning lumber, landscaper, unloading explosives, laying of sod, planting/removal of trees, wrecking laborer, unloading of Re-Bars, scaffold worker, signal man on crane.

Class 2: Handling of materials treated with creosote, kettle men, prime mover or motorized unit used for wet concrete or handling of building materials, vibrator operator, mortar mixer, power tools used under the jurisdiction of laborers, sand points, gunnite nozzle men, welders, cutters, burners and torchmen, chain saw operator, jackhammer and drill operators, paving breakers, air tamping hammerman, concrete saw operator, concrete burning machine operator, coring machine operator - hod carrier and plasterer tender.

Class 3: Caisson worker after 6 foot depth, dynamite man, asbestos abatement worker, tunnel miners - mixerman (plaster only), pump man.

LABORER - HEAVY & HIGHWAY

Class 1: Rod or chain man, flagman, dumpman, spotter, broom man, landscaper, planting and removal of trees, fencing laborers, dispatcher, ticket writer, scaleman, cleaning of forms or lumber (in bone yard), laying of sod, moving and/or maintenance of flares and barricades.

Class 2: Operation of all hand, electric, air, hydraulic or mechanically powered tools under the jurisdiction of Laborers' including jackhammers, tempers, air spades, augers, concrete saws, chain saws, utility saws, rock drills, vibrators, mortar mixer, power and hand saw (when clearing timber) general laborer (not elsewhere covered), craft-tender, material checker, material handler, form handler, concrete dumper, puddler, form setter helper, explosives handler, dynamite helper, center strip, reinforcing in concrete, wire mesh handler and installer, prime mover or any mechanical device taking the place of concrete buggy or wheelbarrow, sandpoint setter, asphalt kettleman. Sheeting hammer drivers, laying and jointing of telephone conduit, gas distribution men, pipe setter on laterals, drain tiles, culvert pipe, and storm sewer catch basin leads, catch basins, manholes, batch dumpers, tank cleaners, cofferdam workers, bankman on floating plant, jointman with pipelayers. Back-up man (corker, joint maker) with pipe setter on sewer and water mains, batterboard man or laser operator on sewer and water main, labor in ditch, or tunnel, on sewer or water mains and telephone conduit. Cutters, burners, torchman, gravel box man, asphalt plant laborers, concrete plant laborer, deck hand, unloading of steel and rebar, laser beam operator, wrecking laborers.

Class 3: Asphalt raker or luteman, head form setter, head dynamite man (powderman) head string or wireline man (on paving), pipe setter on sewer or water main, gunnite nozzle man, asphalt or concrete curb machine operator, head grade man, head tunnel miner, concrete burning machine operator, coring machine operator, welder.

OPERATING ENGINEERS - BUILDING

Class 1. Shovel; Concrete Spreader; Dipper Dredge Operator; Dipper Dredge Crane man; Dual Purpose Truck (boom, Boom, Winch, etc.); Mechanic-Welder; Pile Driver; Boom Tractor or Side Boom; Trenching Machine (40 H.P. and over); Building Hoist (1, 2 or 3 drums); Cleaning and Priming Machine; Backfiller (throw bucket); Locomotive Engineer; Concrete Paver; Slip Form Paver; Caisson Augering Machines; Mucking Machine; Asphalt Heater-Planer Unit; Laser Screed; Pug Mill; Concrete Conveyor or Pump; Mechanical loaded Log Chippers or similar machines; Group Equipment Greaser; Off-Road Haul Units; Pipe Bending; Automatic Curbing Machines; Blastholer; Self-Propelled Rotary Drill or similar machines; Work Boat; Combination Concrete Finishing Machine and Float; Asphalt Paver Screed Operator; Forklift (6,000 lb. cap. or over or working heights 28 ft. and above); Chip Spreader; Straddle Carrier; Asphalt Paver; Asphalt Plant Operator; Boring Machine (Directional, Vertical, or Horizontal); Central Redi-Mix Plant Operator; Combination Backhoe Front End loader; Concrete Breaker or Hydro-Hammer (excluding walk-behinds); Concrete Wheel Saw (Large self-propelled - excluding walk-behinds); Crusher (Stone, Concrete, Asphalt, etc.); Curing-Tinning Machine; Excavator; Farm-type Tractor Operating Scoop or Scraper or with Power Attachment; Grader; Motor Grader; Motor Patrol; Auto Grader; Form Grader; Pull Grader; Sub Grader; Elevating Grader; Guard Rail Post Driver; Hoists; Hydraulic Dredge Leverman or Engineer; Hydro-Vac truck mounted or pull type (excluding hose work), and similar equipment; Loader (Track, Rubber Tire, or Articulated); Milling Machine (excluding walk-behinds); Road Widener-Shoulder Spreader; Scraper (Self-Propelled); Self-Propelled Roller or Tire Roller (on asphalt or Blacktop); Sheep Foot or Pad Foot Compactor (excluding walk-behinds); Steel Track-Type Tractor (Dozer, Push Cat, etc.); Transfer or Shuttle Buggy (excluding motorized wheel barrows

and Georgia buggies).

Class 2. Asphalt Booster; Fireman and Pump Operator at Asphalt Plant; Mud Jack; Distributor; Self-propelled Roller (other than provided for in Class I); Pump Operator (more than one well-point pump); Trench Machine (under 40 H.P.); Forklift (less than 6,000 lb. cap. or working heights below 28 ft.); Gypsum Pump; Conveyor over 20 H.P.; Light Plant; Boiler (Engineer or Fireman); Mechanical Broom; Driver on Truck Crane or similar machines; Elevator (Permanent inside or Temporary outside); Farm-Type Tractor (without Power Attachment); Grout Pump (excluding hose work).

Class 3. Skid Loader; Oiler; Mechanic's Helper; Mechanical Heater (other than steam boiler); Small Outboard Motor Boat (Safety Boat and Life Boat); Engine Driven Welding Machine; Water Pumps; Air Compressor (400 c.f.m. or over); Deck Engineers.

Class 4. Leadman - Mechanic or Equipment Greaser.

Class 5. Track Excavator with Bucket (4 cubic yard and up to but not including 6 cubic yard).

Class 6. Track Excavator with Bucket (6 cubic yard and over).

Class 7. Crane (Friction or Hydraulic, regardless of size or attachments); Tow or Push Boat.

OPERATING ENGINEERS- HIGHWAY

Class 1. Shovel; Concrete Spreader; Dipper Dredge Operator; Dipper Dredge Crane man; Dual Purpose Truck (Boom, Winch, etc.); Mechanic-Welder; Pile Driver; Boom Tractor or Side Boom; Building Hoist (1, 2 or 3 drums); Cleaning and Priming Machine; Backfiller (throw bucket); Locomotive Engineer; Concrete Paver; Slip Form Paver; Caisson Augering Machines; Mucking Machine; Asphalt Heater Planer Unit; Laser Screed; Pug Mill; Concrete Conveyor or Pump (excluding truck-mounted); Mechanical loaded Log Chippers or similar machines; Group Equipment Greaser; off-road haul units; Pipe Bending; Automatic Curbing Machines; Blastholer; Self-propelled Rotary Drill or similar machines; Work Boat; Combination Concrete Finishing Machine and Float; Asphalt Paver Screed Operator; Forklift (6,000 lb. cap. or over or working heights above 28 ft.); Chip Spreader; Asphalt Paver; Asphalt Plant Operator; Boring Machine (Directional, Vertical, or Horizontal); Central Redi-Mix Plant Operator; Combination Backhoe Front End loader; Concrete Breaker or Hydro-Hammer (excluding walk-behinds); Concrete Wheel Saw (Large self-propelled - excluding walk-behinds); Crusher (Stone, Concrete, Asphalt, etc.); Curing-Tinning Machine; Excavator; Farm-Type Tractor Operating Scoop or Scraper with Power Attachment; Grader; Motor Grader; Motor Patrol; Auto Grader; Form Grader; Pull Grader; Sub Grader; Elevating Grader; Guard Rail Post Driver; Hoists; Hydraulic Dredge Leverman or Engineer; Hydro-Vac truck mounted or pull type, and similar equipment; Loader (Track, Rubber Tire, or Articulated); Milling Machine (excluding walk-behinds); Road Widener-Shoulder Spreader; Scraper (self-propelled); Self-propelled Roller or Tire Roller (on asphalt or Blacktop); Sheep Foot or Pad Foot Compactor (excluding walk-behinds); Steel Track-Type Tractor (Dozer, Push Cat, etc.); Transfer or Shuttle Buggy (excluding motorized wheel barrows and Georgia buggies); Trenching Machine (40 H.P. and over).

Class 2. Asphalt Booster; Fireman and Pump Operator at Asphalt Plant; Mud Jack; Farm-Type Tractor without Power attachment; Distributor; Straddle Carrier; Self-propelled Roller or Compactor (other than provided for in Class I); Pump Operator (more than one well-point pump); Trench Machine (under 40 H.P.); Forklift (less than 6,000 lb. capacity or working heights below 28 ft.); Conveyor over 20 H.P.; Air Compressor (400 c.f.m. or over); Light Plant; Boiler (Engineer or Fireman); Mechanical Broom; Driver on Truck Crane or similar machines; Elevator (Permanent inside or Temporary outside); Grout Pump (excluding hose work).

Class 3. Oiler; Mechanic's Helper; Mechanical Heater (other than steam boiler); Small Outboard Motor Boat (Safety Boat and Life Boat); Engine Driven Welding Machine; skid steer.

Class 4. Leadman - Mechanic or Equipment Greaser.

Class 5. Track Excavator with Bucket (4 cubic yard and up to but not including 6 cubic yard).

Class 6. Track Excavator with Bucket (6 cubic yard and over).

Class 7. Truck mounted Concrete Conveyor or Pumps Extending to 90 ft. or more.

Class 8. Crane (Friction or Hydraulic, regardless of size or attachments); Tow or Push Boat.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vector trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract.

The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

LICENSEE: 2012 Special Event

LICENSING AGREEMENT

PARTIES: The LICENSOR is the City of Moline, Illinois, a municipal corporation, hereinafter called the CITY.

The LICENSEE is *2012 Special Event* hereinafter called the LICENSEE.

PREMISES: *Public right-of-way or council adopted street closure*

USE: LICENSEE shall be allowed only to: Use a public roadway, other right-of-way, and City property for the festival/parade/race event.

INTEREST LICENSEE acquires only the right to: Use a public roadway, other right-of-way, and City property in conjunction with the *2012 Special Event*.

The Licensing Agreement is not assignable without prior written approval of the CITY and the LICENSEE shall give the CITY at least twenty-one (21) days notice in writing of the intention to assign. If assignment is made without notice and approval, the CITY, in addition to any remedies for breach hereof, may hold the LICENSEE responsible for all things to be done, fees to be paid and documents to be filed under the terms hereof. No proprietary, ownership, possessory, possessatory, or other rights, except as specifically given herein, are to be acquired by the LICENSEE.

TERM: *The term of this Licensing Agreement is from:*

date and time of Council approved street closure or use of City Property (Bass Street, Historic Block Courtyard, or Parking Lots J, M, N, P, T, U, W and Y.)

FEE: The usage charge is waived.

CONDITIONS: LICENSEE shall indemnify and hold the CITY harmless from all acts in connection with use or misuse of the premises, and from any/all accidents on the premises. The LICENSEE shall procure, at its own expense, an Insurance Policy also **naming the CITY as additional insured** to protect the CITY from all damages to person or property on the premises resulting from accidents on the premises and also **naming the STATE OF ILLINOIS as an additional insured, if applicable**. Said policy or certificate shall be deposited with the CITY prior to the event and shall be in an amount not less than \$_____, and **shall contain language satisfactory to the City of Moline**, pursuant to Chapter 6, Section 2104, of the Moline Code of

Ordinances.

LICENSEE shall be the primary insured.

LICENSEE shall have the duty and responsibility to maintain the premises in a safe and neat condition, as determined by the CITY.

Upon termination of the Licensing Agreement, LICENSEE shall restore the premises to its condition prior to issuance of Licensing Agreement, or property on the premises shall become the property of the CITY - at the CITY' s option.

Any construction on the premises shall be done under the direction of the CITY. The CITY and its authorized agents shall have the right to enter upon the premises for municipal purposes.

LICENSEE:

2012 Special Event Coordinator

By: _____

Address and Telephone:

Date: _____

CITY OF MOLINE, ILLINOIS:

By: _____
Mayor

Attest: _____
City Clerk

Approved as to Form:

Law Director