

Committee-of-the-Whole Agenda

6:30 p.m.

Tuesday, February 28, 2012

Presentation

- Park Board 2012 Strategic Plan (Laura Duran, Parks Recreation Director)
- 2012 Bond Sale Results (Kevin McCanna, Speer Financial)

Questions on the Agenda

Agenda Items

- 1. Approval of a Contract with A.J. Excavating, Inc. for Project #1146, 2012 Alley Reconstruct.** (Scott Hinton, City Engineer)
- 2. Approval of Temporary Technical Assistance Agreements to Help the Engineering Division Implement the FY 2012 Capital Improvement Program** (Scott Hinton, City Engineer)
- 3. Approval of a Revised Pre-Funding Agreement between the City of Moline, Illinois and Genesis Health System** (Ray Forsythe, Planning & Development Director)
- 4. Other**

Informational

City Council Goals Progress Report (Lew Steinbrecher, City Administrator)

Explanation

1. Approval of a Contract with A.J. Excavating, Inc. for Project #1146, 2012 Alley Reconstruct. (Scott Hinton, City Engineer)

Explanation: Bids were opened and publicly read on February 21, 2012, for Project #1146 with the following results:

\$173,674.00	A.J. Excavating, Inc.
\$176,108.50	Centennial Contractors of the Quad Cities, Inc.
\$188,647.00	Langman Construction, Inc.
\$197,984.75	Walter D. Laud, Inc.
\$213,452.25	Brandt Construction Co.
\$248,926.75	Valley Construction Co.

Additional documentation attached.

Staff Recommendation: Staff recommends approval of a contact with the lowest responsible and responsive bidder, A.J. Excavating, Inc.

Fiscal Impact: Funds are budgeted and available as follows:

ACCOUNT	BUDGETED	AS-BID	
Utility Tax	\$230,000.00	\$173,674.00	510-9965-438.08-23
Water			310-1716-434.04-25
WPC			320-1835-433.08-30
Storm			330-1971-433.08-35
	\$230,000.00	\$173,674.00	

Public Notice/Recording: N/A

Goals Impacted: Financially Strong City & Improved City Infrastructure

2. Approval of Temporary Technical Assistance Agreements to Help the Engineering Division Implement the FY 2012 Capital Improvement Program (Scott Hinton, City Engineer)

Explanation: Annually, the City enters into several "Temporary Technical Assistance" agreements with local engineering firms to establish hourly rates for engineering services. These services are used to handle overflow engineering work and provide expertise that staff does not possess. Additional documentation attached.

Staff Recommendation: Staff recommends approval of said agreements with McClure Engineering Associates, Inc., Missman, Inc., Shive-Hattery, and TEAM Services.

Fiscal Impact: \$51,000.00 is budgeted in Account #510-9957-438.03-22, CIP, Professional Technical.

Public Notice/Recording: N/A

Goals Impacted: Financially Strong City & Improved City Infrastructure

3. Approval of a Revised Pre-Funding Agreement between the City of Moline, Illinois and Genesis Health System (Ray Forsythe, Planning & Development Director)

Explanation: On January 10, 2012 City Council approved a Pre-Funding Agreement with Genesis Health System. The attorney for Genesis Health System has requested a change in the language in Section 2.B.(2) to read as follows: “that the maximum amount of reimbursement of Project Costs shall be limited to the percentage of the total costs (*in lieu of public infrastructure costs*) associated with the Redevelopment Project as mutually agreed upon by the City and the developer, plus the amount expended from the Genesis Medical Park TIF Account.” This change is requested so as not to limit Genesis’s potential incentives and is the standard language used by the City in pre-funding agreements. Additional documentation attached. *This item also appears on the February 28, 2012 City Council Agenda under “Items Not on Consent.”*

Staff Recommendation: Approval
Fiscal Impact: The Developer will provide \$40,000.
Public Notice/Recording: N/A
Goals Impacted: Financially Strong City; Strong Local Economy;
Quality Neighborhoods & Vibrant Downtown

CITY OF MOLINE, IL BID TABULATION

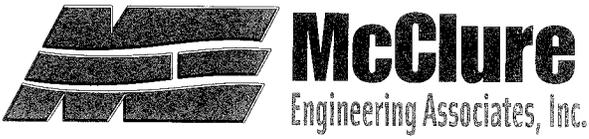
Bid Date and Time: February 21, 2012 11:00 a.m.

Project: 1146 - 2012 Alley Reconstruct

**Centennial Contractors of the
Quad Cities, Inc. Langman Construction, Inc.**

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	A.J. Excavating, Inc.		Centennial Contractors of the Quad Cities, Inc.		Langman Construction, Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Earth Excavation	334	C.Y.	\$11.00	\$3,674.00	\$28.00	\$9,352.00	\$15.00	\$5,010.00
2	Trench Backfill	20	C.Y.	\$23.50	\$470.00	\$30.00	\$600.00	\$35.00	\$700.00
3	Geotechnical Fabric for Ground Stabilization	2035	S.Y.	\$2.00	\$4,070.00	\$1.00	\$2,035.00	\$1.00	\$2,035.00
4	Seeding, Special Complete	380	S.Y.	\$2.00	\$760.00	\$3.50	\$1,330.00	\$1.00	\$380.00
5	Aggregate Base Course, Ty B, 6"	2128	S.Y.	\$12.00	\$25,536.00	\$7.50	\$15,960.00	\$8.00	\$17,024.00
6	HMA Surface Replacement	93	S.Y.	\$20.00	\$1,860.00	\$43.00	\$3,999.00	\$22.00	\$2,046.00
7	Aggregate Surface Course, Ty A, 6"	22	S.Y.	\$10.00	\$220.00	\$10.00	\$220.00	\$12.00	\$264.00
8	PCC Pavement, 7"	2035	S.Y.	\$47.00	\$95,645.00	\$43.50	\$88,522.50	\$50.00	\$101,750.00
9	PCC Driveway Pavement	484	S.Y.	\$38.00	\$18,392.00	\$50.00	\$24,200.00	\$45.00	\$21,780.00
10	PCC Sidewalk, 4"	198	S.F.	\$6.00	\$1,188.00	\$6.00	\$1,188.00	\$6.00	\$1,188.00
11	Pavement Removal	1310	S.Y.	\$8.00	\$10,480.00	\$12.00	\$15,720.00	\$15.00	\$19,650.00
12	Driveway Removal	252	S.Y.	\$8.00	\$2,016.00	\$12.00	\$3,024.00	\$15.00	\$3,780.00
13	Sidewalk Removal	198	S.F.	\$1.00	\$198.00	\$1.00	\$198.00	\$2.50	\$495.00
14	Storm Sewer, 12"	119	L.F.	\$35.00	\$4,165.00	\$40.00	\$4,760.00	\$55.00	\$6,545.00
15	Alley Catch Basin	1	EA	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00
16	Manhole, Ty A, Storm, 4' Dia. w/T.1.F., Closed Lid	1	EA	\$3,500.00	\$3,500.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00
	TOTAL				\$173,674.00		\$176,108.50		\$188,647.00

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	Walter D. Laud, Inc.		Brandt Construction Co.		Valley Construction Co.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Earth Excavation	334	C.Y.	\$25.00	\$8,350.00	\$33.00	\$11,022.00	\$40.00	\$13,360.00
2	Trench Backfill	20	C.Y.	\$10.00	\$200.00	\$24.00	\$480.00	\$15.00	\$300.00
3	Geotechnical Fabric for Ground Stabilization	2035	S.Y.	\$1.35	\$2,747.25	\$1.40	\$2,849.00	\$1.50	\$3,052.50
4	Seeding, Special Complete	380	S.Y.	\$0.50	\$190.00	\$8.00	\$3,040.00	\$2.50	\$950.00
5	Aggregate Base Course, Ty B, 6"	2128	S.Y.	\$9.25	\$19,684.00	\$10.00	\$21,280.00	\$13.50	\$28,728.00
6	HMA Surface Replacement	93	S.Y.	\$30.00	\$2,790.00	\$59.50	\$5,533.50	\$50.00	\$4,650.00
7	Aggregate Surface Course, Ty A, 6"	22	S.Y.	\$20.00	\$440.00	\$24.50	\$539.00	\$10.90	\$239.80
8	PCC Pavement, 7"	2035	S.Y.	\$52.50	\$106,837.50	\$49.00	\$99,715.00	\$58.25	\$118,538.75
9	PCC Driveway Pavement	484	S.Y.	\$40.00	\$19,360.00	\$61.00	\$29,524.00	\$67.75	\$32,791.00
10	PCC Sidewalk, 4"	198	S.F.	\$11.50	\$2,277.00	\$11.00	\$2,178.00	\$11.90	\$2,356.20
11	Pavement Removal	1310	S.Y.	\$11.50	\$15,065.00	\$16.00	\$20,960.00	\$19.50	\$25,545.00
12	Driveway Removal	252	S.Y.	\$33.00	\$8,316.00	\$16.00	\$4,032.00	\$19.50	\$4,914.00
13	Sidewalk Removal	198	S.F.	\$1.50	\$297.00	\$2.25	\$445.50	\$2.50	\$495.00
14	Storm Sewer, 12"	119	L.F.	\$49.00	\$5,831.00	\$55.75	\$6,634.25	\$63.50	\$7,556.50
15	Alley Catch Basin	1	EA	\$3,100.00	\$3,100.00	\$3,055.00	\$3,055.00	\$2,875.00	\$2,875.00
16	Manhole, Ty A, Storm, 4' Dia. w/T.1.F., Closed Lid	1	EA	\$2,500.00	\$2,500.00	\$2,165.00	\$2,165.00	\$2,575.00	\$2,575.00
	TOTAL				\$197,984.75		\$213,452.25		\$248,926.75



January 5, 2012

Mr. Scott Hinton, P.E.
City Engineer
City of Moline
Public Works Department
3635 4th Avenue
Moline, IL 61265

RE: 2012 Hourly Rate Schedule

Dear Mr. Hinton:

As requested, we have enclosed a schedule of our current hourly rates.

We have a staff of 34 associates, including 12 licensed professionals, assigned to the Quad City Division with the necessary training and experience to assist the City with any project. We have capabilities in general municipal, transportation, water, wastewater, drainage, structural and geotechnical engineering and surveying. In addition, we have full-time dedicated staff for construction management, observation, inspection, layout and materials testing. In most cases we will be able to respond on short notice to your requests for assistance with our total staff of over 124 associates company-wide.

We would be happy to meet with you to discuss staffing any specific project needs for the City. If you desire to utilize our staff for any specific projects we would be pleased to prepare an agreement with a specific scope of services and fee or work from a City purchase order. If you have any questions or comments, please do not hesitate to contact us.

Thank you for this opportunity and we look forward to working with the City again.

Sincerely,

McClure Engineering Associates, Inc.

A handwritten signature in cursive script, appearing to read 'Brett J. Fetter'.

Brett J. Fetter, P.E.
Division Manager/Vice President

A handwritten signature in cursive script, appearing to read 'Steven P. Math'.

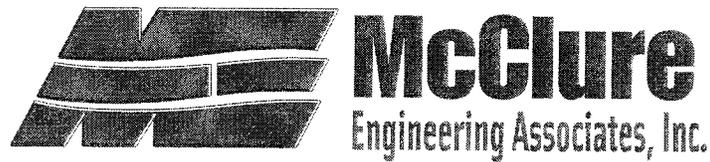
Steven P. Math, P.E.
Project Manager

Mayor – City of Moline

Cc: Ali Gharamti

Date

Encl. (1) 2012 Hourly Rate Schedule



2012 Hourly Rate Schedule

Principal In Charge.....	\$140.00/hr
Project Manager	\$115.00/hr
Project Engineer/Professional Engineer.....	\$105.00/hr
Survey Crew (Two Man).....	\$135.00/hr
Licensed Land Surveyor.....	\$110.00/hr
Licensed Structural Engineer	\$135.00/hr
Resident Engineer	\$88.25/hr
Engineering Intern.....	\$74.50/hr
CAD Technician.....	\$61.50/hr
Sr. Field/Design Technician	\$88.25/hr
Field/Design Technician III	\$80.00/hr
Field/Design Technician II.....	\$62.75/hr
Field/Design Technician I	\$52.50/hr
Clerical	\$55.00/hr
Nuclear Density Testing Equipment	\$11.00/test
Concrete Cylinder Testing.....	\$15.00/ea
Concrete Cylinder Molds	\$2.00/ea
Concrete Beam Testing	\$25.00/ea
GPS Equipment.....	\$400.00/day
Mileage.....	\$0.75/mi
Survey Pin with Cap.....	\$3/ea
Concrete Monuments	\$50.00/ea
Copies.....	\$0.20/ea
Prints (24" x 36")	\$2/ea
Per Diem.....	\$26/day
Lodging & Other Transportation.....	Cost
Sub-Consultants	Cost + 5%
Reimbursable Expenses.....	Cost +10%
Overtime Rates	Hourly Rate +35%
25% Surcharge for Depositions & Expert Witness Testimony	

Rates effective through December 2012

Updated 12/22/11
u:\eer\misc\hourly rate schedule 2012.doc



January 6, 2012

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

Re: Temporary Technical Services

Dear Rhonda:

We are pleased to submit hourly rates for various classifications of employees for work on upcoming City of Moline projects in 2012. These rates would be in effect until December 31, 2012 and are as follows:

Project Hourly Rate Schedule	
Classification	Rate
Principal	\$165.00
Senior Project Manager	\$135.00
Project Manager	\$125.00
Project Engineer	\$110.00
Design Engineer	\$75.00
Land Survey Manager	\$125.00
Land Surveyor	\$115.00
Survey Party Chief	\$75.00
Survey Technician	\$50.00
Senior Engineering Technician	\$95.00
Engineering Technician	\$60.00
CAD Operator	\$50.00
Construction Services Manager	\$125.00
Construction Services Senior Technician	\$85.00
Construction Services Technician	\$70.00
Project Coordinator	\$70.00
Environmental Scientist	\$70.00
Network Manager	\$100.00
Clerical & Administration	\$45.00
Engineering Intern	\$30.00
Survey – Two Man Crew	\$130.00
Survey – Robotic	\$95.00
Survey – RTK	\$110.00

January 1, 2012
Missman, Inc.

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



City of Moline
January 6, 2012
Page 2

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

We look forward to working with you this year.

Respectfully,

MISSMAN, INC.

By Patrick D. Eikenberry
Patrick D. Eikenberry
President

Accepted this _____ day of _____, 2012

CITY OF MOLINE

By _____

Title _____

January 5, 2012

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

RE: Proposal for Agreement for Professional Consulting Services

Dear Mr. Hinton:

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

PROJECT DESCRIPTION

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

SCOPE OF SERVICES

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

ENGINEERING SERVICES DOCUMENTATION

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

YOUR RESPONSIBILITIES

It will be your responsibility to provide the following:

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

SCHEDULE

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

COMPENSATION

We will provide the Scope of Services on an hourly rate plus reimbursable expenses based on our Standard Hourly Fee Schedule in effect at the time that the services are performed. See the attached Standard Hourly Fee Schedule. The terms of this agreement are valid for the calendar year 2012.

AGREEMENT

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

TERM

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

Thank you for considering this proposal.

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

Sincerely,

SHIVE-HATTERY, INC.



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

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT NAME: CITY OF MOLINE

BY: _____ TITLE: _____

DATE ACCEPTED: _____

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

MKS/als

STANDARD HOURLY FEE SCHEDULE
Effective January 1, 2012 to December 31, 2012

PROFESSIONAL STAFF:

Grade 1	\$ 76.00
Grade 2	\$ 88.00
Grade 3	\$ 99.00
Grade 4	\$110.00
Grade 5	\$120.00
Grade 6	\$131.00
Grade 7	\$145.00
Grade 8	\$159.00
Grade 9	\$174.00

TECHNICAL STAFF:

Grade 1	\$ 51.00
Grade 2	\$ 61.00
Grade 3	\$ 70.00
Grade 4	\$ 79.00
Grade 5	\$ 88.00
Grade 6	\$ 98.00
Grade 7	\$109.00

ADMIN STAFF: \$ 51.00

SURVEY STAFF:

One Person	\$100.00
Two Person	\$154.00

REIMBURSABLE EXPENSES:

TRAVEL

Mileage- Car/Truck	\$0.55/ Mile
Mileage- Survey Trucks	\$0.65/ Mile
Lodging, Meals	Cost + 10%
Airfare	Cost + 10%
Car Rental	Cost + 10%

IN-HOUSE SERVICES

Prints/Plots:

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

OUTSIDE SERVICES

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

Color Prints:

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

3-D Scanner/Hour

\$300.00

STANDARD TERMS AND CONDITIONS

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

PARTIES.

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

LIMITATION OF LIABILITY.

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

HAZARDOUS MATERIALS - INDEMNIFICATION.

CLIENT hereby understands and agrees that S-H has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project and Agreement with respect to which S-H has been retained to provide services. The compensation to be paid S-H for said services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Likewise, S-H hereby understands and agrees that no exposure of persons or property to such substances or conditions, as referenced above, have been made or will be made by CLIENT in any manner whatsoever. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H (including its officers, directors, shareholders, employees, agents and S-H's consultants and affiliated companies, and any of them) harmless from and against any and all claims, losses, costs or damages of any nature whatsoever, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not, unless such claims, losses, costs, or damages, as referenced above, result from the negligence, errors, or omissions of S-H (including its officers, directors, shareholders, employees and S-H's consultants and affiliated companies, and any of them). Should any exposure of persons or property to such substances or conditions be caused by, arise out of, relate to, or result from, the negligence, error or omissions of S-H (including its officers, directors, shareholders, employees, agents and S-H's consultants and affiliated companies, and any of them), then S-H agrees to defend, indemnify, and hold CLIENT harmless from and against any and all claims, losses, costs, or damages of any nature whatsoever, arising out of, or resulting

from, the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

STANDARD OF CARE.

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

RIGHT OF ENTRY.

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment.

PAYMENT.

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall be increased for interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION.

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses.

INFORMATION PROVIDED BY OTHERS.

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is impossible for S-H to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold S-H (including its officers, directors, shareholders, employees, agents and S-H's consultants and affiliated companies, and any of them) harmless from and against any and all claims, losses, costs or damages of any nature whatsoever for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT to S-H.

STANDARD TERMS AND CONDITIONS

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

SHOP DRAWING REVIEW.

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST.

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION.

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

OTHER SERVICES.

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment To Agreement that contains an alternative compensation provision.

OWNERSHIP AND REUSE OF INSTRUMENTS OF SERVICE.

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold S-H (including its officers, directors, shareholders, employees, agents and S-H's consultants and affiliated companies, and any of them) harmless from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

DISPUTE RESOLUTION.

Any claims or disputes between the CLIENT and S-H made during or after the providing of services under this Agreement shall be submitted to non-binding mediation.

DELAYS.

S-H is not responsible for delays caused by factors beyond S-H's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, or delays caused by faulty performance by the CLIENT or by contractors of any level. When such delays beyond S-H's reasonable control occur, the CLIENT agrees S-H is not responsible for damages, nor shall S-H be deemed to be in default of this Agreement.

ASSIGNMENT.

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER.

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW.

This Agreement shall be governed pursuant to the laws of the state of Illinois.

EQUAL EMPLOYMENT OPPORTUNITY.

It is the policy of S-H to provide equal employment opportunities for all. S-H will not discriminate against any employee or applicant because of race, color, religion, sex, marital status, national origin, age, ancestry, veteran status, physical or mental handicap, unless related to performance of the job with or without accommodation.

COMPLETE AGREEMENT.

These Terms and Conditions, along with the attached letter for scope of services, schedule, and fees, constitute the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take precedence in the event of a conflict of terms.

January 24, 2012

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

TEAM Services
Geotechnical & Material Consultants
Testing Laboratory Cert 576.01
Validated by the U.S. Army Corps of Engineers

Attn: Rhonda Bartz

Email: rbartz@moline.il.us

Re: Construction Testing & Inspection Services
Testing Services for Construction Materials 2012
Moline IL
TEAM Proposal No. 18-714.0

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

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

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

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

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

Page 1 of 3

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

717 SE 6th St • Des Moines, IA 50309 • ph: 515-282-8818 • fx: 515-282-8741 • staff@teamsvcs.com • www.teamsvcs.com
Des Moines • Fort Dodge • Spirit Lake • Sioux Falls • Mason City • Cedar Rapids • Waterloo • Davenport

	Observations/tests to be performed	\$ Unit rates	Units
1.	• Services of Principal Engineer	\$110.00	/hour
2.	• Services of Project Engineer	\$67.00	/hour
3.	• Services of Senior Project Engineer	\$82.00	/hour
4.	• Services of Senior Engineering Technician	\$54.00	/hour
5.	• Services of Batch Plant Technician	\$48.00	/hour
6.	• Services of Lab Technician Level II	\$39.50	/hour
7.	• Services of Lab Technician Level III	\$42.00	/hour
8.	• Services of Field Technician	\$39.50	/hour
9.	• Services of AWS CWI Welding Inspector	\$60.00	/hour
10.	Compressive Strength Tests of 6 x 12 in. Cylinder, including Molds	\$10.50	/test
11.	Compressive Strength Tests of 6 x 12 in. Cylinder, including Recycled Molds	\$10.00	/test
12.	Standard Proctor Test (ASTM D-698)	\$95.00	/test
13.	Sieve Analysis (unwashed)	\$35.00	/test
14.	Transportation Charges, Private Car or Company Vehicle	\$0.69	/mile

Please note our attached general terms and conditions. These should be considered a part of our contract for services. Should you find that this proposal meets your needs, please sign in the space provided below and return a signed copy to us. If you have any questions regarding this proposal, please do not hesitate to contact us. We appreciate the opportunity to be of service.

Sincerely,
 TEAM Services

 (es) Chad Hale
 Quad Cities Construction Manager

Attachments: General Terms and Conditions, Scope of Accreditation

ACCEPTANCE

BY: _____ FOR: _____ DATE: _____
 (Name of Individual) (Name of Firm)

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

TEAM SERVICES TERMS AND CONDITIONS

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

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

INSURANCE – TEAM Services maintains Worker's Compensation and Employer's liability Insurance in conformance with applicable state law. In addition we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury limits of \$500,000/\$500,000 and property damage limits of \$100,000. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that ten days written notice be given prior to cancellation. Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, TEAM Services will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.

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

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

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

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

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

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

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

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

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

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

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2005
TEAM SERVICES, INC.
717 SE 6th Street
Des Moines, IA 50309
Jeff Roberts Phone: 515 282 8818

Valid To: April 30,2011

Certificate Number: 0576.01

In recognition of the successful completion of the A2LA evaluation process, accreditation is granted to this laboratory for:

CONSTRUCTION MATERIALS ENGINEERING

ASTM: C1077 (concrete), D3666 (bituminous), D3740 (soils), E329 (construction materials)

CONSTRUCTION MATERIALS TESTING

Concrete:

ASTM:	C31*	C39	C42*	C78	C138*	C143*	C172*	C173*	C174
	C192	C231*	C293	C617	C805*	C1064*	C1019	C1231	C1314
	E1155*								

Cement:

ASTM:	C109	C183							
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Masonry:

ASTM:	C140	C780 (Annex 1 and 7)		C1019	C1314				
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Aggregates:

ASTM:	C29	C40	C70	C88	C117	C127	C128	C131	C136
	C566	C702	D75*	D4791	D5821				
AASHTO:	T304								

Soils:

ASTM:	D421	D422	D698	D854	D1140	D1556*	D1557	D2216	D2419
	D2487	D2488*	D4253	D4254	D4318	D4643	D4718	D6938	

Bituminous:

ASTM:	D75*	D979*	D204I	D2172 (Reflux Only)	D2726	D2950*	D3203
	D3549	D3665	D4867	D6307	D6925	D6926	D6927
AASHTO:	T30	T245	TP4				

Steel:

Field:	AWS.D 1.1, Erection Shop:	AWS, D1.1, Visual Welder Inspection
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Fireproofing:

ASTM:	E605
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Fireproofing Adhesion:

ASTM:	E736
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** This laboratory meets A2LA R104 -General Requirements: Accreditation of Field Testing and Field Calibration Laboratories for these tests or calibrations*



DEPARTMENT OF THE ARMY

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

Reply to the attention of:

May 13, 2010

Concrete and Materials Branch

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

An inspection of your materials testing laboratory was performed on March 24-25, 2010. You provided deficiency corrections to the materials Testing Center (MTC) on May 13, 2010. These deficiency corrections were compared to the ASTM Standards for compliance and found to be satisfactory.

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

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

Bituminous Tests: ASTM D140, D2041, D2172, D2726, D2950, D3203, D3665, D3666, D5444, D6926, D6927, E329, and CRD-C650.

Concrete Tests: ASTM C31, C39, C138, C143, C172, C231, C1064, C42, C174, C470, C496, C511, C617, C1077, C1231, and E329.

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

We will add your laboratory to the list of commercial laboratories qualified to conduct material tests for the U.S. Army Corps of Engineers; see the MTC page at <http://www.wes.army.mil/SL/MTC/mtc.htm>. All Corps offices will be notified of this decision and will have the opportunity to use your services. TEAM Services, Inc., Des Moines, IA will remain on our list of laboratories qualified to conduct material tests until March 25, 2012 two (2) years from the date of the inspection.

Sincerely,

Alfred B. Crawley, PE
Director
Materials Testing Center

Copy Furnished:
Doug Comer / Louisville District

PRE-FUNDING AGREEMENT

BETWEEN THE CITY OF MOLINE, ILLINOIS AND GENESIS HEALTH SYSTEM

This Agreement is entered into between the CITY OF MOLINE, Rock Island County, Illinois, a municipal corporation organized and existing under the laws of the State of Illinois (the “City”) and GENESIS HEALTH SYSTEM, an Iowa/Illinois Corporation and FRAUENSHUH HEALTH CARE REAL ESTATE SOLUTIONS, LLC, a Minnesota Limited Liability Company (the “Developer”) for the proposed establishment of a redevelopment project area and adoption of tax increment financing (“TIF”) with respect thereto.

RECITALS:

WHEREAS, the Developer is interested in pursuing the redevelopment of a portion of the property generally located south of 26th Avenue, east of 36th Street and west of 41st Street (collectively, the “Subject Property”) as shown on Exhibit “A” attached hereto; and

WHEREAS, the Developer proposes to build within the Subject Property a new mixed use development, the Genesis Medical Park, (the “Redevelopment Project”),” and

WHEREAS, due to the extraordinary costs associated with redeveloping the Subject Property, the City acknowledges that the Developer cannot proceed with the Redevelopment Project absent financial assistance as may be provided for under the Illinois Tax Increment Allocation Redevelopment Act, *65 ILCS 5/11-74.4-1 et. seq.*, (the “TIF Act”); and

WHEREAS, the City will incur certain expenses, including professional fees, legal fees, and related costs in pursuing the establishment of a redevelopment project area pursuant to the requirements of the TIF Act and the Developer is prepared to advance funds to the City to offset such City incurred expenses.

NOW, THEREFORE, in consideration of the premises and mutual covenants and findings contained in this Agreement, the City and Developer agree as follows:

Section 1. The Developer Agrees To:

- a. As soon as practical after the execution of this Agreement, the Developer shall pay to the City an amount of not less than forty-thousand dollars (\$40,000) to be deposited by the City into an account to be identified as the

“Genesis Medical Park TIF Account”. These funds shall be drawn upon by the City for payment of all reasonable or necessary costs incurred by the City to complete the TIF process, including those tasks outlined in Section 2.a. below and to prepare the redevelopment agreement between the City and the Developer with respect to the Subject Property. The use of these funds shall be limited to that which is permitted by the TIF Act under Section 11/74.4-3(q)(1). At the request of the Developer, the City shall provide the Developer with reasonable supporting documentation evidencing such costs. An estimated budget is attached as Exhibit B.

- b. Proceed with the Redevelopment Project, in compliance with the applicable codes and ordinances of the City, provided that said Redevelopment Project may be initiated after the City passes the TIF Ordinances.

Section 2. The City Agrees To:

- a. Upon receipt of the funds from the Developer, as provided for in Section 1.a. above, the City intends to diligently and in good faith proceed with the TIF process including conducting an eligibility/feasibility study, preparing a redevelopment plan, designating a redevelopment project area and adopting tax increment financing with respect to the Subject Property pursuant to the TIF Act.
- b. The City shall utilize good faith efforts to enter into a redevelopment agreement (“Redevelopment Agreement”) with the Developer, the terms and conditions thereof shall be acceptable to the City and Developer, but which shall definitely provide:
 - (1) for the reimbursement of redevelopment project costs (“Project Costs”) incurred in connection with the Redevelopment Project and any such costs that are incidental to the Redevelopment Project authorized under the TIF Act and as may be more particularly described in the Redevelopment Plan to be adopted by the City with respect to the Subject Property.
 - (2) that the maximum amount of reimbursement of Project Costs shall be limited to the percentage of the total costs associated with the Redevelopment Project as mutually agreed upon by the City and the Developer, plus the amount expended from the Genesis Medical Park TIF Account.
 - (3) that the Redevelopment Agreement shall remain in effect for the maximum term allowable under the TIF Act or until all Project Costs have been reimbursed, whichever occurs first.
 - (4) that the agreed upon percentage of the “net incremental ad valorem tax revenues” received by the City from the Redevelopment Project

Area shall be allocated to reimburse the Developer for Project Costs incurred as set forth and limited herein. The “net incremental ad valorem tax revenues” shall be the gross incremental ad valorem tax revenues less annual administrative costs associated with implementing the TIF program for this Redevelopment Project Area. Annual implementation costs may include, but are not necessarily limited to audit and related fees, annual notices and annual reports to the Illinois Comptroller. It is anticipated that the City’s annual costs of implementation will be relatively small, but in no case shall such costs exceed five percent (5%) of the gross incremental ad valorem tax revenues from the Subject Property.

Section 3. Release of Unexpended Funds: If after the City has passed the TIF Ordinances there remains a balance of unexpended funds in the Genesis Medical Park TIF Account, not otherwise obligated to pay for costs incurred under Section 1.a. of this Agreement, these funds shall be released and paid to the Developer within 60 days of passing said TIF Ordinances.

Section 4. Abandonment of Redevelopment Project:

- a. If the Developer decides not to proceed with the Redevelopment Project prior to the City adopting the TIF Ordinances, Developer shall notify the City. The City shall immediately suspend all work related to the Redevelopment Plan and Project, including notifying any professional firms and legal counsel retained by the City to assist with this Redevelopment Plan and Project, to suspend all work. The City will be allowed to expend funds from the Genesis Medical Park TIF Account to pay all costs incurred to the date of such suspension. Any balance of unexpended funds in the Genesis Medical Park TIF Account, not otherwise obligated to pay for costs incurred under Section 1.a. of this Agreement, shall be released and paid to the Developer within 60 days of abandonment.
- b. If the Developer decides not to proceed with the Redevelopment Project after the City adopts the TIF Ordinances, Developer shall not be entitled to any reimbursement of funds advanced to the City pursuant to Section 1.a. of this Agreement, except as provided for in Section 3 of this Agreement.

Section 5. Failure to Approve the TIF Ordinances:

If the conclusion of the initial eligibility study indicates that the proposed Redevelopment Project Area does not meet the definition of a “blighted area,” “conservation area” or a combination thereof, then the City shall notify the Developer in writing that the proposed Redevelopment Project Area does not qualify and will terminate the TIF process. The City shall suspend all work related to the Redevelopment Plan and Project, including notifying the professional firms and legal counsel retained by the City to assist with this Redevelopment Plan and Project to suspend all work. The City will be allowed to expend funds from the Genesis Medical Park

TIF Account to pay all costs incurred to the date of such suspension. Any balance of unexpended funds in the Genesis Medical Park TIF Account, not otherwise obligated to pay for costs incurred under Section 1.a. of this Agreement, shall be released and paid to the Developer within 60 days of termination.

Section 6. Notices: Any notice or other communication to be given to either party hereunder shall be delivered by any of the following methods: (i) by personal, hand delivery, in writing, (ii) by nationally recognized overnight courier for next day delivery, or (iii) by U.S. Certified Mail, return receipt requested, and addressed to the addresses set forth below. Any notice shall be deemed effectively given, if personally delivered, upon receipt thereof, and if by methods (ii) and (iii) upon the date of deposit therein. The address for notices shall be as follows:

If to Developer:
Genesis Health System
1228 East Rusholme Street
Davenport, IA 52803
Attn: Florence Spyrow

If to the City:
City of Moline
619 16th Street
Moline, IL 61265
Attn: City Administrator and City Clerk

Frauenschuh HealthCare Real Estate Solutions
7101 West 78th Street
Suite #100
Minneapolis, MN 55439

With a copy to:
City of Moline
619 16th Street
Moline, IL 61265
Attn: City Attorney

With a copy to:
Ronald S. Cope
Ungaretti & Harris
Three First National Plaza
70 West Madison
Chicago, IL 60602

With a copy to:
City of Moline
619 16th Street
Moline, IL 61265
Attn: Planning & Development Director

Section 7. Enforcement: Either party herein may use any remedy provided at law or in equity to enforce compliance by and/or obtain relief or redress from the other party pursuant to the provisions of this Agreement. The election and/or use of any remedy at law or in equity shall not at any time prevent the use of any other remedy provided at law or in equity or the subsequent use of the same remedy, except as provided by law.

If either party brings or commences any legal action or proceeding to enforce any of the terms of this Agreement (or for damages by reason of an alleged breach of this Agreement), the party prevailing substantially on the merits in such action shall be entitled to recovery of all costs and expenses, including, without limitation, reasonable attorneys' fees, expert witness fees, consultant fees and litigation costs.

- Section 8. Controlling State and Court: The City and Developer stipulate and agree that this Agreement shall be interpreted and applied pursuant to the laws of the State of Illinois. The City and Developer also stipulate and agree that the Circuit Court of the jurisdiction of Rock Island County, Illinois, shall be the sole and exclusive Court of jurisdiction and venue for any and all legal actions, in law or in equity, arising between the City and Developer pursuant to the provisions of the Agreement. Each party to this Agreement agrees and consents to being estopped and barred from using any other Court or alternative dispute resolution in any other jurisdiction or venue for such actions. In the event that either the City or Developer files any legal action, in law or in equity, in any other Court, jurisdiction, or venue, then the other party shall be entitled to recover all damages, expenses, reasonable attorney fees, and reasonable costs it incurs in defending against, responding to, and/or obtaining relief from such action in such Court.
- Section 9. Invalidity or Unenforceability: If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provisions to persons, other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.
- Section 10. Entire Agreement: This Agreement, including the Exhibits, constitutes the entire agreement between the City and Developer and supersedes all prior written and verbal agreements, promises, or understandings, if any, between the parties herein.
- Section 11. Warranty: Each individual executing this Agreement represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of the entity for which said individual is executing on behalf of and that this Agreement is binding upon the entity for which said individual is executing on behalf of.
- Section 12. Exhibits:. All exhibits attached hereto form a part of this Agreement and are incorporated herein.

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed
this _____ day of _____, 2012.

CITY:

CITY OF MOLINE, ILLINOIS,
an Illinois municipal corporation

By: _____
Donald P. Welvaert, Mayor

ATTEST:

Tracy A Koranda, City Clerk

Approved as to Form:

Maureen Riggs, City Attorney

DEVELOPER:

Genesis Health System

By: _____

By: _____

Frauenshus HealthCare Real Estate Solutions

By: _____

By: _____

Exhibit A

Exhibit B
ESTIMATED BUDGET

TIF Consultant	\$30,000	
TIF Consultant Expenses	\$ 3,000	
Legal Notices & Mailings	\$ 1,500	
Engineering Consultant	\$ 3,000	
Legal Description	<u>\$ 2,500</u>	\$40,000

CITY COUNCIL GOALS AND PRIORITIES – COMMITTEE UPDATES
February 2012

<u>City Council Top Priorities:</u>	<u>Page</u>
RiverTech Development – Development Agreements on E3 Building and Flex Tech Building.....	1
Projected Financial Deficit on the TIF #1 Fund	2
SouthPark Mall TIF District	2
5 th Avenue Reconstruction between 17 th & 19 th Streets	3
HVAC Mechanical System at the Central Fire Station	3

<u>City Council High Priorities:</u>	<u>Page</u>
Transit Oriented Development Project – Select Preferred Developer and Negotiate Development Agreement	4
Unfunded Liability Problem with Police and Fire Pension Funds	4
Employee Compensation Packages – Reduce Labor Costs.....	5
Hawk Hallow Residential Development Project	5
Façade Program for Uptown, Old Towne and Avenue of the Cities Business Districts	5
Municipal Solid Waste Collection Services to Coal Valley	6

<u>Management Agenda Top Priorities:</u>	<u>Page</u>
Case Creek Trails Business Park	6
Western Illinois University Quad Cities Riverfront Campus	6
Labor Negotiations with Four Bargaining Units	7
Bluffs at Case Creek Residential Subdivision – Development	7

<u>Management Agenda High Priorities:</u>	<u>Page</u>
Efficiency Plan for City Services	7
Discolored Water Issues in Isolated Areas within Distribution System.....	8
John Deere Road Pedestrian Overpass	8
Hydraulic Overloading at North Slope WPC Facility	8
Inflow Issues into Sanitary Sewer System – Illegally Connected Sump Pumps in Private Residences	9

RIVERTECH DEVELOPMENT – Development Agreements on e3 Building and Flex Tech Building

Team: Lew Steinbrecher (Chair), Ray Forsythe, Jeff Anderson, Scott Hinton, Kathy Carr, Nate Scott

Completed:

- The EDA Portion of RiverTech Boulevard has been completed, utilities installed and the site filled; staff is in the process of closing out the project and requesting the outstanding balance of the grant
- Met with several developers who have expressed interest in student housing and other services to support WIU
- Continuing negotiations with Heart of America on the development of the e3 building. Proformas have been developed and staff is working with Renew to identify sources of

funding to fill the estimated gap in financing. The developer continues to market the project in an effort to secure tenants.

- Attended a Visioning Session with Western Illinois University Staff and architects, City Council members and other local leaders, businesses and Renew Moline to discuss Phase II of the campus which has been funded and \$39,000,000 released to the Capital Development Board. Construction Documents are approximately 50% complete; it is estimated that construction of the five interconnected buildings will begin in Fall 2012 with completion in January 2014.
- Submitted revised plans and studies to Illinois Department of Transportation in order to secure the necessary permits/approvals for the completion of RiverTech Boulevard on WIU's property

Upcoming:

- Complete negotiations on the terms and conditions of a Development Agreement with Heart of America on the e3 Building
- Complete construction of RiverTech Boulevard on the WIU site in Spring/Summer 2012
- Continue strategic planning with Renew Moline to define development options on the RiverTech property

PROJECTED FINANCIAL DEFICIT ON THE TIF #1 FUND

Team: Kathy Carr (Chair), Ray Forsythe, Maureen Riggs, Lew Steinbrecher, Scott Hinton

Completed:

- The Long Term Financial Projection Report was reviewed by the Committee and updated on January 9, 2012 and still shows a deficit position through the life of the TIF; the report was also shared and discussed with Renew Moline on January 10, 2012

Upcoming:

- Committee scheduled to meet again on April 9, 2012

SOUTHPARK MALL TIF DISTRICT

Team: Ray Forsythe (Chair), Kathy Carr, Shawn Christ, Pam Owens & Lew Steinbrecher

Completed:

- On December 31, 2011, Simon and Macerich ended their partnership; ownership of SouthPark Mall was transferred to Macerich
- Macerich has reached out to the Mayor and City staff to establish a relationship. Staff has attended meetings with Macerich to discuss redevelopment of the property:
 - Mayor, Lew Steinbrecher and Ray Forsythe met with the Mall Manager, Regional Manager and support staff on January 18, 2012
 - Mayor, Steinbrecher, Forsythe and Paul Rumler of the Quad City Chamber of Commerce SouthPark Mall Task Force met with a Macerich representative on February 8, 2012
 - While attending the Quad City Chamber Annual DC-Fly In, the group met with the Regional Manager in Virginia to tour Macerich's retail center and pursue discussions

All three meetings have been positive. Macerich is in the process of analyzing the existing leases and financials and is conducting a market study to assist with a redevelopment plan.

- The Quad City Chamber of Commerce has agreed to fund the Redevelopment Plan and costs to establish a TIF District; Council has approved the contract with PGAV and preliminary analysis is underway to verify eligibility
- Mills Chevrolet has substantially completed its redevelopment; Key Chrysler Jeep and Dodge has been completed and they have begun to sell vehicles in this line

Upcoming:

- The TIF study will continue and the process to establish the TIF District should be complete in Spring 2012
- Additional meetings with the SouthPark Mall Task Force have been scheduled
- Follow up meetings with Macerich staff will be scheduled and a redevelopment plan established

5TH AVENUE RECONSTRUCTION BETWEEN 17TH & 19TH STREETS

Team: Scott Hinton

Completed:

- Plans and specifications approved by IDOT
- Bids solicited and contract approved by Council

Upcoming:

- Construction to begin April 2012

HVAC MECHANICAL SYSTEM AT THE CENTRAL FIRE STATION

Team: Doug House (Chair), Kathy Carr, Rich Westmoreland, Keith Verbeke

Completed:

- Developed budget for HVAC repairs to the existing system; estimated at \$140,000
- Council approved \$69,500 from the contingency fund for Phase One Winter Repairs at its October 11, 2011 meeting
- Phase One work was completed in December 2011 and was under budget by \$4,389
- Budgeted Phase Two repairs started in January 2012

Upcoming:

- Complete the identified HVAC repairs before May 2012
- Train City staff on the proper operation of the HVAC System before June 2012

TRANSIT ORIENTED DEVELOPMENT PROJECT

Team: Lew Steinbrecher (Chair), Ray Forsythe, Scott Hinton, Jeff Anderson, Maureen Riggs

Completed:

- The Iowa Department of Transportation has requested that the federal government divide the \$230 million High Speed Rail Grant it shares with Illinois for passenger rail service between Chicago and Iowa City into two parts; this request has been approved and Illinois will receive \$177 million.
- MetroLINK released a Request for Qualification (RFQ) for Architectural and Engineering services for the TIGER II project. There were 8 proposals submitted; staff has reviewed and is in the process of negotiating an agreement with a firm which will be reviewed by the MetroLINK Board in early March; a contract will be signed and work will begin.
- Neighborhood Capital Institute (NCI) completed its work on the Transit Oriented Development Planning and the Developer Guidelines have been released. Several meetings were held in Moline and Chicago with Developers who have expressed interest in the private portion of the project. The City released a Request for Qualifications seeking a private developer who will develop the upper floors of the Multi-Modal Station as well as adjacent property.
- Region 5 EPA was awarded a \$40,000 grant from the Regional Land Revitalization fund to be used for technical assistance in the areas of green building and historic preservation for the Moline Multi-Modal Station project. Several case studies have been developed and published which provides the City with access to additional resources and expertise.

Upcoming:

- The RFQ for a qualified Developer for the private development within the Moline-Multimodal Station and Surrounding TOD process will continue; proposals are due to the City on March 9, 2012. Staff will review the proposals and make a recommendation to the City Council on a preferred developer; upon Council approval, staff will negotiate a Development Agreement and finalize plans for the TOD.
- A project DBMT was created with the City, MetroLINK, Renew Moline and Quad City Passenger Rail Coalition as members; the DBMT will continue to meet to facilitate the project and will be working to provide guidance on both the public and private development.

UNFUNDED LIABILITY PROBLEM WITH POLICE AND FIRE PENSION FUNDS

Team: Kathy Carr (Chair), Lew Steinbrecher, Maureen Riggs, Alison Fleming

Completed:

- 2011 Property Tax Levy adopted on November 22, 2011

Upcoming:

- Committee to meet in May 2012 to discuss update of Actuarial Reports for 2012 Levy

EMPLOYEE COMPENSATION PACKAGES – REDUCE LABOR COSTS

Team: Alison Fleming (Chair), Lew Steinbrecher, Maureen Riggs, Mike Waldron

Completed:

- Met with City Council for direction on bargaining
- Distributed payroll projections to departments with 0% GWI, 0% anniversary increases and 0% lump sum payments to be included in the 2012 budget
- Calculated costs of potential wage and health insurance cost increases
- Started contract negotiations with AFSCME, FOP, IAFF and UAW

Upcoming:

- Continue contract negotiations with AFSCME, FOP, IAFF and UAW
- Draft proposals to lower labor costs and present same to City Council

HAWK HALLOW RESIDENTIAL DEVELOPMENT PROJECT

Team: Lew Steinbrecher (Chair), Pat Burke, Shawn Christ, Maureen Riggs, Scott Hinton, Ray Forsythe

Completed:

- Negotiated Term Sheet with a Midwest developer to establish an exclusive relationship by removing the City-owned Hawk Hallow property from the market, thereby allowing the City and Developer to solely negotiate the conditions of a Development Agreement:
 - Property to be sold at market value
 - Developer interested in market rate housing units geared specifically for affluent seniors
 - City economic incentives to install public infrastructure improvements
 - Developer given reasonable time limits to perform financial due diligence on the economic and market feasibility of the project
- City Council approved Term Sheet with Midwest developer and authorized Administration to initiate negotiations on the terms and conditions of a Development Agreement, including provisions for certain reasonable economic incentives to enable the construction of public infrastructure improvements and market rate housing development

Upcoming:

- Negotiations with a Midwest developer on a Development Agreement for new residential development at Hawk Hallow

FACADE PROGRAM FOR UPTOWN, OLD TOWNE AND AVENUE OF THE CITIES BUSINESS DISTRICTS

Team: Pat Burke

Completed:

- At the November 15, 2011 City Council meeting, Council concurred with CACUP's recommendation not to fund the program and no other funding sources have been identified; this façade program will not operate in 2012

Upcoming:

- Staff will submit a nomination March 29, 2012 to the Illinois Historic Preservation Agency to create the Belgian Bluff Historic District, a nationally designated historic district which would encompass Olde Towne

MUNICIPAL SOLID WASTE COLLECTION SERVICES TO COAL VALLEY

Team: Mike Waldron (Chair), Doug House, Rich Westmoreland

Completed:

- Work on this goal was completed during the last review period. Coal Valley received RFP bids and opted to remain/contract with a private vendor.

CASE CREEK TRAILS BUSINESS PARK

Team: Ray Forsythe (Chair), Maureen Riggs, Jeff Anderson, Scott Hinton, Lew Steinbrecher

Completed:

- Preliminary FAA Forms have been submitted and are under review
- Meetings with the Developer, Airport and City staff have been held and are ongoing

Upcoming:

- Engineering Plans for the Public Infrastructure have been completed and are under review; once the FAA, City and Airport approvals are granted, the project will be let for bid and construction will commence
- The Developer continues to negotiate a land lease and designs for Phase I buildings are underway; once final designs are complete, they will be reviewed by all parties and submitted to the FAA for approval

WESTERN ILLINOIS UNIVERSITY QUAD CITIES RIVERFRONT CAMPUS

Team: Ray Forsythe (Chair), Scott Hinton, Jeff Anderson, Chris Mathias, Lew Steinbrecher

Completed:

- Phase I is complete and a grand opening was conducted; classes started in January 2012 with approximately 950 students in the new building
- \$39,000,000 for Phase II has been released to the Capital Development Board
- Streetscape along 34th Street and River Drive was completed by the end of 2011; the traffic signal at River Drive and 34th Street was installed and operational in January
- The EDA project is complete; it included fill and utility work and the construction of RiverTech Boulevard. Final paperwork has been submitted to EDA and reimbursement is expected soon.

Upcoming:

- WIU Architects from Holibird & Root have completed 50% of the building plans for Phase II and the project is expected to be let for bid by September 2012 with completion by January 2014
- The plans for the earmarked funded portion of RiverTech Boulevard have been revised and resubmitted to IDOT; staff estimates that the project will be on a late spring/early summer 2012 bid letting and construction will begin once all contracts are issued

LABOR NEGOTIATIONS WITH FOUR BARGAINING UNITS

Team: Maureen Riggs (Chair), Lew Steinbrecher, Alison Fleming, Mike Waldron

Completed:

- Performed market research on wage comparisons for bargaining for all union employees
- Prepared proposals for IAFF, FOP, AFSCME and UAW
- Conferred with Council on upcoming negotiations
- Started negotiations with all four bargaining units
- Reached tentative agreement with UAW

Upcoming:

- Continue bargaining with IAFF, AFSCME, and FOP
- Approval of tentative agreement with UAW

BLUFFS AT CASE CREEK RESIDENTIAL SUBDIVISION – DEVELOPMENT

Team: Jeff Anderson (Chair), Lew Steinbrecher, Ray Forsythe, Scott Hinton, Maureen Riggs, Shawn Christ

Completed:

- Public Utilities Easement for Case Creek sanitary sewer main and lift station was reviewed and approved by City Council at its February 14, 2012 meeting
- Moline staff met with Milan staff to discuss next steps for Case Creek development activity
- Staff has scheduled a meeting with the project developer for the purpose of establishing 2012 development activity benchmarks
- Reviewed 2011 year-end and 2012 year-start area housing development activity statistics to gauge market demand potential
- Staff has worked with project consultant for the South Airport District Development Plan to validate the land use and development framework prior to preparation of the final plan draft

Upcoming:

- Monitor developer's ability to initiate development actions
- Review alternate development strategies if necessary
- Conduct Housing Market Analysis and/or Feasibility Study to validate and guide specific housing development proposals
- Consider drafting a housing action plan to identify and respond to development barriers
- Expand homebuilder and developer network for potential project interest
- Complete final draft of the South Airport District Development and Marketing Plan and market the area for potential development projects

EFFICIENCY PLAN FOR CITY SERVICES

Team: Maureen Riggs (Chair), Alison Fleming, Mike Waldron, Bob Hafeman

Completed:

- Established main objectives of committee: 1) to establish plan for better energy efficiency in City; and 2) to establish staffing efficiency through unpaid internship program
- Recommended demolition of East Annex Building as a highly inefficient building; demolition has been completed

- Reviewed Green Committee's recommendations and determined that there are no other suggestions that could be implemented at no cost or with a short term payback cost
- Initiated search for USGBC grants for which the City may qualify to provide green solutions to growing energy problems

Upcoming:

- Continue to research potential grant opportunities for improved energy efficiency in City buildings
- Contact local colleges and universities to establish unpaid internship program
- Draft Energy Efficient Plan

DISCOLORED WATER ISSUES IN ISOLATED AREAS WITHIN DISTRIBUTION SYSTEM

Team: Greg Swanson (Chair), Tony Loete, Dave Owens, Bob Bohannon, Mike Waldron, Scott Hinton

Completed:

- Major goal accomplished: Approval and implementation of 3-year program of water rate adjustments required to support water main replacements
- Selected four water main replacement projects for 2012
- Completed preliminary design work for these water main replacement projects

Upcoming:

- Complete final design for the four water main replacement projects
- Develop GIS layer to support integration of discolored water related main replacements into overall CIP planning
- Plan additional "in-place" cleaning pilot projects
- Plan unidirectional flushing pilot project

JOHN DEERE ROAD PEDESTRIAN OVERPASS

Team: Scott Hinton (Chair)

Completed:

- Work on this goal was completed during the last review period. Repair work was done and the overpass was reopened; no additional work is scheduled.

HYDRAULIC OVERLOADING AT NORTH SLOPE WPC FACILITY

Team: Greg Swanson (Chair), Rob Barnard, Mark Orey, Mike Waldron, Scott Hinton

Completed:

- Completed lining of 16 Street sewer main 12th to 18th Avenues
- Project team met to assess progress to date and finalize key project findings
- Completed Summary & Evaluation of North Slope System Facilities
- Completed North Slope Waste-load and Flow Forecast

Upcoming:

- Develop and evaluate North Slope System upgrade alternatives and costs and present resulting recommendations to City Council in Spring of 2012
- Develop GIS layer to support integration of sewer collection system replacements into overall CIP planning
- Continue follow-up monitoring of interceptor and selected basins

INFLOW ISSUES INTO SANITARY SEWER SYSTEM – ILLEGALLY CONNECTED SUMP PUMPS IN PRIVATE RESIDENCES

Team: Mike Waldron (Chair), Greg Swanson, Scott Hinton, Mark Orey, Erica Williams

Completed:

- Conducted meetings to assess private I&I control program from Greencastle, Indiana, which was cited by Symbiont as being aligned with Moline goals and needs
- Continued developing conceptual components of Moline private I/I control program

Upcoming:

- Identify and summarize positive and negative ramifications of implementing a time of sale inspection program in Moline
- Present committee findings to City Council and request direction from Council