



City of East Moline Committee of the Whole

City Council Chambers
915 16th Avenue
East Moline, IL 61244

DATE: **TUESDAY**, January 19, 2016

TIME: Immediately Following the Regular Council Meeting

1	WWTP Boiler Replacement - Engineering Contract	Drake
2	WTP - Bulk Alum Storage Tank Replacement	Drake
3	1314-18 th Avenue Demolition Bid	Motzer
4	1531-8 th Avenue Demolition Bid	Motzer
5	Sell Surplus Lot - 1305-18 th Avenue	Motzer



COMMITTEE OF THE WHOLE

Title WWTP Boiler Replacement - Engineering Contract

Date: 19 January 2016

Agenda Item #1 Presented By: Drake

Description:

The boiler at the wastewater treatment plant is at the end of its useful life and is a critical part of the operation of the treatment facility and needs to be replaced. The boiler not only provides heat for the entire facility it also maintains heat in the sludge digesters year round to maximize the sludge digestion process. In order for the sludge to digest properly we must maintain a year round temperature of 100 degrees (+- 10%) in the digester.

Currently there is only one boiler, as part of the engineering contract, we will be looking to install two boilers for a redundant heating system for the digesters that are properly sized as well as preparing plans, specification and bidding documents and engineering services during construction.

A copy of the engineering contract with Veenstra & Kimm, Inc is attached for your review.

Once actual bids have been received for replacement of the boiler, they will be presented to the Council for consideration.

FINANCIAL

Is this a budgeted item? Yes No

Line Item # 250-4549-743.0 Title: Capital Purchases

Amount Budgeted: \$300,000.00

Actual Cost: \$40,400 Not to Exceed

Under/(Over): \$259,600.00

Funding Sources:

Wastewater Revenues

Departments:

Wastewater Plant

Is this item in the CIP? Yes No CIP Project Number: SWTR-16-01



COMMITTEE OF THE WHOLE

Any previous Council actions:

Action

Date

No

Recommendation:

Approve the engineering contact with Veenstra & Kimm, Inc in the amount of \$40,400.00 for the boiler replacement at the wastewater plant.

Required Action:

ORDINANCE _____

RESOLUTION X _____

NO ACTION REQUIRED _____

Regular Meeting Date for Action

1 February 2016

Additional Comments:

MOTION BY _____

SECONDED BY _____

TO _____

CITY COUNCIL VOTES

VOTES	HELEN HELLAND	GARY ALMELADE	NANCY MULCAHEY	ED DEJAYNES	HUMBERTO AGUILAR	ROBERT CHEFFER	GARY WESTBROOK
YES							
NO							
SENT							
ABSTAIN							



VEENSTRA & KIMM, INC.

1530 46th Avenue - Suite 2B • Moline, Illinois 61265-7085

309-797-0171 • 309-797-0996 (fax) • 877-797-0171 (WATS)

January 5, 2016

City of East Moline
Attn: Leath "Chip" Drake
Director of Wastewater &
Water Facilities
915 Sixteenth Avenue
East Moline, IL 61244

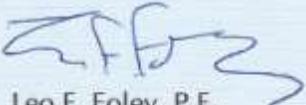
EAST MOLINE, ILLINOIS
WASTEWATER TREATMENT PLANT BOILER REPLACEMENT
ENGINEERING SERVICE AGREEMENT

Enclosed are two copies of the Engineering Services Agreement for the Wastewater Treatment Plant Boiler Replacement project. The project will include replacing the existing boiler with two boilers, associated controls and SCADA interface.

If the Engineering Services Agreement meets with your approval, please arrange for execution of each document and return one copy to this office.

Should you have any questions concerning the proposed Engineering Service Agreement, please contact us at 877-797-0171.

VEENSTRA & KIMM, INC


Leo F. Foley, P.E.

LFF:gfd
Enclosure

ENGINEERING SERVICES AGREEMENT

EAST MOLINE, ILLINOIS WASTEWATER TREATMENT PLANT BOILER REPLACEMENT PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 2016, by and between the **CITY OF EAST MOLINE, ILLINOIS**, hereinafter referred to as the "Owner" or "City," party of the first part, and **VEENSTRA & KIMM, INC.**, a corporation organized and existing under the laws of the State of Iowa, party of the second part, hereinafter referred to as the "Engineers,"

WITNESSETH: THAT WHEREAS, the City is now contemplating construction of certain **Wastewater Treatment Plant Boiler Replacement** improvements, hereinafter referred to as the "Project," and

WHEREAS, the City desires to retain the Engineers to provide complete engineering services on the Project.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that the City does hereby retain and employ the Engineers to act for and represent it in engineering matters in the Project. Such contract of employment shall be subject to the following terms, conditions and stipulations, to wit:

1. **SCOPE OF PROJECT.** It is understood and agreed that the Project shall include the following improvements:
 - a. Evaluate utilizing two (2) boilers to provide similar hot water volume for heating and digester use. Boilers shall run on methane or natural gas and have an automatic switch. Boilers will need to fit into space requirements shown on Attachment 1.
 - b. Evaluate if existing circulation pumps can be utilized and determine new piping and venting requirements.
 - c. Operation Plan – determine how the wastewater treatment plant currently operates with the boiler system. Plan a construction sequence and operations plan. Provide a long term operations plan for optimum usage.
 - d. SCADA and Control Plan – Evaluate existing controls and SCADA monitoring. Determine if new boiler system will require new controls and interface with the SCADA system.

- e. Demolition Plan – Determine sequence of removal and safety requirements. It is currently believed that the boiler does not have asbestos.
 - f. Improvement Plan – Provide a plan with sizes and details for all improvements related to the boiler system. Plan will include engineers cost estimate.
 - g. Details and Bid Documents – Engineering details required to publicly bid the project per State of Illinois guidelines.
2. **DESIGN SURVEYS.** The Engineers will not require topographic surveys.
 3. **DESIGN CONFERENCES AND REPORTS.** The Engineers shall attend such design conferences with the Owner as may be necessary to make decisions as to the details of design of the Project. The Engineers shall make periodic progress reports to the City Council, as necessary.
 4. **REGULATORY REQUIREMENTS.** The design, and plans and specifications shall comply with the requirements of all applicable regulatory agencies including, but not limited to, the Illinois Environmental Protection Agency.
 5. **PLANS AND SPECIFICATIONS.** The Engineers shall prepare such detailed plans and specifications as are reasonably necessary and desirable for construction of the Project. The plans and specifications set forth all the details required for the construction of the improvements. The specifications will indicate the quality standards for the materials to be used and will, in general, set forth the requirements of the City and the governmental agencies as to the standards for workmanship. Two (2) sets of final plans and specifications shall be submitted to the Owner.
 6. **ESTIMATE OF COST.** The Engineers shall prepare an estimate of cost for the construction contract. The estimate of cost shall be based on the Engineers' best knowledge at the time of preparation of the estimate of cost. The Engineers shall not be responsible if the construction contract awarded for the Project varies from the Engineers' estimate of cost. The Engineers shall advise and assist the City, if necessary, in adjusting the scope and extent of the Project to allow the Project to be constructed within available budget limitations.
 7. **ADVERTISEMENT FOR BIDS.** The Engineers shall assist in the preparation of notice to bidders and shall provide plans and specifications to bidders for contract letting. The Engineers will charge a non-refundable plan deposit to defray a portion of the cost of printing and distribution of the plans and specifications to construction contractors, subcontractors, suppliers and other interested parties.

- 8. BID OPENING AND AWARD OF CONTRACT.** The Engineers shall provide services to assist in the bid letting process, and shall prepare a tabulation of bids for the Owner and shall advise the Owner in making award of contract. After award of contract is made, the Engineers shall assist in the preparation of the necessary contract documents. During the bidding phase, the Engineers shall advise the Owner of the responsiveness of each proposal submitted. The Engineers shall not be responsible for advising the Owner as to the responsibility of any bidder.
- 9. PRECONSTRUCTION CONFERENCE.** The Engineers shall conduct a preconstruction conference following award of the construction contract. Said conference to be attended by representatives of the Owner, the Engineers, Contractor and utility companies affected by the Project. At this conference a detailed construction schedule will be determined.
- 10. GENERAL SERVICES DURING CONSTRUCTION.** The Engineers shall provide general services during construction including, but not limited to, the following:

 - a. Consult with and advise Owner.
 - b. Coordinate work of testing laboratories on asbestos if required.
 - c. Assist in interpretation of plans and specifications.
 - d. Review drawings and data of manufacturers.
 - e. Process and certify payment estimates of the Contractor to Owner.
 - f. Prepare and process necessary change orders or modifications to the construction contract.
 - g. Make routine and special trips to the Project site as required.
 - h. Make final reviews after construction contracts are completed to determine that the construction complies with the plans and specifications and certify that the reviews were made and that to the best of the knowledge and belief of the Engineers, the work on the contracts has been substantially completed.
- 11. RESIDENT REVIEW SERVICES.** Resident review services are understood to include the detailed observation and review of the work of the contractor and materials for substantial compliance with the plans and specifications.

The Engineers shall provide resident review services by assigning resident engineers and/or engineering technicians to the Project for such periods as may be reasonably required to observe and review the construction work. The personnel assigned and the period of such assignment shall be subject to the agreement of the parties hereto.

- 12. FINAL REVIEW.** The Engineers shall make a final review after construction is complete to determine that construction is substantially in compliance with the plans and specifications. The Engineers shall certify to the City that construction is substantially in compliance with the plans and specifications.
- 13. RECORDS AND REPORTS.** After completion of construction, the Engineers shall provide the City with two (2) complete sets of plans showing final construction. Information on details determined in the field during construction will be incorporated on the final plans in accordance with information furnished by the resident engineer and/or inspector, the City and the contractor. As built drawings are based on the best available information and are not verified for accuracy.
- 14. COMPENSATION.** The Owner shall compensate the Engineers for their services by payment of the following fees:
 - a. The fee for planning and design services, design conferences and preparation of the plans and specifications for the Project shall be the lump sum fee of Thirty Thousand Two Hundred Sixty Dollars (\$30,260).
 - b. The total fee for general services during construction and final review of the Project shall be the lump sum fee of Three Thousand Nine Hundred Eighty Dollars (\$3,980).
 - c. The total fee for resident review for the Project shall be based on the standard hourly fees for the time the Engineers' personnel are actually engaged in the performance of the work, plus direct out-of-pocket costs incurred by personnel who are actually engaged in the work. Based on the providing of not more than 80 hours of resident review during the original construction contract, the total fee for resident review services shall not exceed the sum of Six Thousand One Hundred Sixty Dollars (\$6,160).
 - d. The total fee for all engineering services for the Project shall not exceed the sum of Forty Thousand Four Hundred Dollars (\$40,400). See Attachment 2 for a work breakdown spreadsheet for the project.
- 15. PAYMENT.** The fees shall be due and payable as follows:

- a. For design, preparation of plans and specifications, right of way and general services during construction and final review, the fee shall be due and payable monthly based on that proportion of the fee which the Engineers have completed as of the time of the applicable billing.
 - b. For resident review, the fee shall be due and payable monthly.
- 16. LEGAL SERVICES.** The Owner shall provide the services of the City Attorney in legal matters pertaining to the Project. The Engineers shall cooperate with said attorney and shall comply with his requirements as to form of contract documents and procedures relative to them.
- 17. SERVICES NOT INCLUDED.** The above-stated fees do not include compensation for the following items:
- a. If, after the plans and specifications are completed and approved by the City, the Engineers are required to change plans and specifications because of changes made by the City, the Engineers shall receive additional compensation for such changes which shall be based upon standard hourly fees plus expenses for personnel engaged in performance of the work associated with making the required changes.
 - b. Construction staking is not included in this Agreement.
 - c. Material testing other than that done as a part of resident review on the site of the Project.
 - d. Asbestos testing is not included in this Agreement.
 - e. Service related to or regarding arbitration or litigation of a construction contract between a construction contractor and the City regarding the Project.
 - f. Resident review services beyond the 80 hours of on-site review is not included in this Agreement. Additional resident review shall be considered Extra Work.
- 18. CHANGES AND EXTRA WORK.** The above-stated fees cover the specific services as outlined in this Agreement. If the City requires additional services of the Engineers in connection with the Project, the Engineers shall receive additional compensation for changes which shall be based upon the standard hourly fees plus expenses of the personnel engaged in the performance of the work.

The method of compensation for authorized Extra Work shall be mutually agreed upon between the City and Engineers at the time the work shall be authorized by the City.

- 19. TIME OF COMPLETION.** The City desires to initiate the design beginning in the spring of 2016 with plans and specifications complete by August 31, 2016. Engineers shall proceed with their work according to this schedule. The Engineers shall not be responsible for delays in approval or other actions by governmental agencies which may delay the completion date.
- 20. INDEMNIFICATION.** The Engineers shall and hereby agree to hold and save the Owner harmless from any and all claims, settlements, and judgments, to include all reasonable investigative fees, attorneys' fees, suit and court costs for personal injury, property damage, and/or death arising out of the Engineers' or any of its agents', servants', and employees' errors, omissions or negligent acts for services under this Agreement, and for all injury and/or death to any and all of the Engineers' personnel, agents, servants, and employees occurring under the Workers' Compensation Act of the State of Illinois.
- 21. INSURANCE.** The Engineers shall furnish the Owner with certificates of insurance by insurance companies licensed to do business in the State of Illinois, upon which the Owner is endorsed as an additional named insured, in the following limits. It must be clearly disclosed on the face of the certificates that the coverage is on an occurrence basis.
- | | |
|---|------------|
| General Liability | \$ 500,000 |
| Automobile Liability | 500,000 |
| Excess Liability (Umbrella)* | 1,000,000 |
| Workers' Compensation, Statutory Benefits Coverage B* | 100,000 |
| Professional Liability | 1,000,000 |
- *The Owner is not to be named as an additional insured.
- 22. TERMINATION.** Should the City abandon the Project before the Engineers have completed their work, the Engineers shall be paid proportionately for the work and services performed until the date of termination.
- 23. ASSISTANTS AND CONSULTANTS.** It is understood and agreed that the employment of the Engineers by the Owner for the purposes aforesaid shall be exclusive, but the Engineers shall have the right to employ such assistants and consultants as they deem proper in the performance of the work.
- 24. ASSIGNMENT.** This Agreement and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto.

The undersigned do hereby covenant and state that this Agreement is executed in duplicate as though each were an original and that there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, nor have any of the above been implied by or for any party to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names on the date first written above.

CITY OF EAST MOLINE, ILLINOIS

ATTEST:

By _____

By _____

VEENSTRA & KIMM, INC.

ATTEST:

By  _____
Office Manager

By  _____

**EAST MOLINE, ILLINOIS
BOILER IMPROVEMENT PROJECT**

Attachment 2

Task/Responsible Party	# Hours	Hourly Rate	Cost
a. Boiler Sizing/Evaluation			
Project Manager - LFF	16	\$ 158.00	\$ 2,528.00
Mechanical Design - PNR	10	\$ 175.00	\$ 1,750.00
b. Alignment and Piping			
Project Manager - LFF	8	\$ 158.00	\$ 1,264.00
Process Design - TJO	10	\$ 175.00	\$ 1,750.00
Engineering Tech - JAL	16	\$ 56.00	\$ 896.00
c. Operation Plan			
Project Manager - LFF	10	\$ 158.00	\$ 1,580.00
Process Design - TJO	10	\$ 175.00	\$ 1,750.00
d. SCADA and Control Plan			
Mechanical Design - PNR	10	\$ 175.00	\$ 1,750.00
Engineering Tech - JAL	10	\$ 56.00	\$ 560.00
e. Demolition Plan			
Process Design - TJO	8	\$ 175.00	\$ 1,400.00
Engineering Tech - JAL	8	\$ 56.00	\$ 448.00
f. Improvement Plan			
Project Manager - LFF	8	\$ 158.00	\$ 1,264.00
Process Design - TJO	16	\$ 175.00	\$ 2,800.00
Engineering Tech - JAL	16	\$ 56.00	\$ 896.00
g. Details			
Engineering Tech - JAL	20	\$ 56.00	\$ 1,120.00
h. Bid Documents			
Project Manager - LFF	8	\$ 158.00	\$ 1,264.00
Process Design - TJO	16	\$ 175.00	\$ 2,800.00
Mechanical Design - PNR	16	\$ 175.00	\$ 2,800.00
Clerical - GFD	40	\$ 41.00	\$ 1,640.00
Planning and Design Cost			\$ 30,260.00
General Services			
Project Manager - LFF	20	\$ 158.00	\$ 3,160.00
Clerical - GFD	20	\$ 41.00	\$ 820.00
Inspection			
Inspector - ADR	80	\$ 77.00	\$ 6,160.00
			\$ 40,400.00

1/5/2016



COMMITTEE OF THE WHOLE

Title Water Filtration Plant - Bulk Alum Storage Tank Replacement

Date: 19 January 2016

Agenda Item #2 Presented By: Drake

Description:

Currently we have five (5) alum bulk storage tanks were installing in 1980 and are beyond their 30 year useful life. These tanks are showing spider web cracks in the structure of the tanks an need to be replaced before there is a failure.

Prices from manufactures been received to replace these five (5) tanks and are as follows:

Harrington Industrial Plastics LLC	\$18,335.75 Freight Included
Carrier & Sandstedt Enterprises, Inc	\$13,425.00 Freight Included
ProTank Liquid Handling Products	\$10,365.00 Freight Included
Smith Ecological Systems Company	\$19,995.00 + Freight

To keep costs at a minimum for this project the tanks will be installed by the Maintenance Crew at the Water Plant. Purchase of ancillary materials such as piping will be required to complete the installation of the tanks.

FINANCIAL

Is this a budgeted item? Yes No

Line Item # 200-4522-743.0 Title: Capital Purchases

Amount Budgeted: \$16,000.00

Actual Cost: \$10,365.00

Under/(Over): \$5,635.00

Funding Sources:

Water Revenues

Departments:

Water Plant

Is this item in the CIP? Yes No CIP Project Number: WTRT-16-04



COMMITTEE OF THE WHOLE

Any previous Council actions:

Action

Date

No

Recommendation:

Approve the purchase of five bulk alum storage tanks in the amount of \$10,365.00 from, ProTank Liquid Handling Products.

Required Action:

ORDINANCE _____

RESOLUTION X _____

NO ACTION REQUIRED _____

Regular Meeting Date for Action

1 February 2016

Additional Comments:

MOTION BY _____

SECONDED BY _____

TO _____

CITY COUNCIL VOTES

VOTES	HELEN HELLAND	GARY ALMELADE	NANCY MULCAHEY	ED DEJAYNES	HUMBERTO AGUILAR	ROBERT CHEFFER	GARY WESTBROOK
YES							
NO							
SENT							
ABSTAIN							



COMMITTEE OF THE WHOLE

Title Demolition Bid - 1314-18th Avenue

Date: January 19, 2016

Agenda Item #3 Presented By: Butch Motzer

Description:

Approval to accept low bid for demolition at 1314- 18th Avenue as required by city bid.

Bids received for this project were received and opened on December 16th. Results were as follows:

Coopman Trucking & Excavating, Inc.	\$ 9,475.00
Olson Concrete Services, Inc.	\$ 13,116.00
Valley Construction Company	\$ 13,684.00
Miller Trucking & Excavating	\$ 23,500.00

FINANCIAL

Is this a budgeted item? Yes No

Line Item # 039-4100-453-0 Title: Demolition

Amount Budgeted: _____

Actual Cost: _____

Under/(Over): _____

Funding Sources:

Departments:

Is this item in the CIP? Yes No CIP Project Number: _____



COMMITTEE OF THE WHOLE

Any previous Council actions:

Action

Date

COW - Approval to Get Bids

November 2, 2015

Recommendation:

Approval to accept low bid from Coopman Trucking & Excavating, Inc. in the amount of \$9,475.00 for demolition at 1314-18th Avenue as required by city bid.

Required Action:

ORDINANCE

RESOLUTION

X

NO ACTION REQUIRED

Regular Meeting Date for Action

February 1, 2016

Additional Comments:

MOTION BY

SECONDED BY

TO

CITY COUNCIL VOTES

VOTES	HELEN HELLAND	GARY ALMELADE	NANCY MULCAHEY	ED DEJAYNES	HUMBERTO AGUILAR	ROBERT CHEFFER	GARY WESTBROOK
YES							
NO							
SENT							
ABSTAIN							



COMMITTEE OF THE WHOLE

Title Demolition Bid - 1531-18th Avenue

Date: January 19, 2016

Agenda Item #4 Presented By: Butch Motzer

Description:
 Approval to accept low bid for demolition at 1531-8th Avenue as required by city bid.

Bids received for this project were received and opened on January 11, 2016. Results are as follows:

Precision Demolition	\$10,898.00
Olson Concrete Services, Inc.	\$12,388.00
Coopman Trucking & Excavating, Inc.	\$14,600.00
Valley Construction Company	\$15,943.00
Miller Trucking & Excavating	\$24,000.00

FINANCIAL

Is this a budgeted item? Yes No

Line Item # 039-4100-453-0 Title: Demolition

Amount Budgeted: _____

Actual Cost: _____

Under/(Over): _____

Funding Sources:

Departments:

Is this item in the CIP? Yes No CIP Project Number: _____



COMMITTEE OF THE WHOLE

Any previous Council actions:

Action

Date

_____	_____
_____	_____

Recommendation:

Approval to accept the low bid from Precision Demolition in the amount of \$10,898.00 for demolition at 1531-8th Avenue as required by city bid/specs.

Required Action:

ORDINANCE _____ RESOLUTION X NO ACTION REQUIRED _____

Regular Meeting Date for Action February 1, 2016

Additional Comments:

MOTION BY _____ SECONDED BY _____

TO _____

CITY COUNCIL VOTES

VOTES	HELEN HELLAND	GARY ALMELADE	NANCY MULCAHEY	ED DEJAYNES	HUMBERTO AGUILAR	ROBERT CHEFFER	GARY WESTBROOK
YES							
NO							
SENT							
ABSTAIN							



COMMITTEE OF THE WHOLE

Title Sale of Surplus Property - Accept Bid

Date: January 19, 2016

Agenda Item #5 Presented By: Butch Motzer

Description:

Sale of Surplus Property located at 1305-18th Avenue.

The property was advertised for sale from December 11th to December 26, 2015. The bid winner would receive the title to the property free and clear when bid was paid within 60 days of executed contract and demolition of existing building is completed. A minimum bid of \$2,136.93 was required to cover outstanding legal fees. If these conditions are not met, the property shall automatically revert to the City of East Moline without any further action to enforce such reverter. If the property reverts, the successful bidder shall have both lost the purchase bid price/amount and the right to own such property.

One bid was received by Jerry Bender (who owns the property next door) in the amount of \$2,200.00. Mr. Bender's bid includes a request for 90 days instead of the 60 days listed in the bid.

FINANCIAL

Is this a budgeted item? Yes No

Line Item # _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/(Over): _____

Funding Sources:

Departments:

Is this item in the CIP? Yes No CIP Project Number: _____



COMMITTEE OF THE WHOLE

Any previous Council actions:

Action

Date

COW - Advertise for Bids

November 2, 2016

Recommendation:

Accept bid of \$2,200.00, and proceed with an official agreement drawn up by the city attorney allowing him the 90 days to complete the process and stipulations regarding the property being reverted back to the city in the event the requirements are not met as listed in the agreement.

Required Action:

ORDINANCE _____

RESOLUTION

X

NO ACTION REQUIRED _____

Regular Meeting Date for Action _____

Additional Comments:

MOTION BY _____

SECONDED BY _____

TO _____

CITY COUNCIL VOTES

VOTES	HELEN HELLAND	GARY ALMELADE	NANCY MULCAHEY	ED DEJAYNES	HUMBERTO AGUILAR	ROBERT CHEFFER	GARY WESTBROOK
YES							
NO							
SENT							
ABSTAIN							

January 7th,2016

I Jerry A. Bender president of Jerry Bender Inc. 1315 18th Avenue East Moline Il., 61244. Do hereby submit a bid of \$2,200, for the property at 1305 18th Avenue East Moline, Il,61244.

Lot 15 and the East 16 ½ feet of Lot 14 In Block 151 in the town of now East Moline situated in the County of Rock Island, in the state of Illinois, also known as Hampton Township Parcel 5354

If I aquire said property, I will have it torn down within 90 days of purchase.

Jerry A. Bender

AGREEMENT FOR SALE OF COMMERCIAL REAL ESTATE
THIS IS A LEGAL AND BINDING PURCHASE CONTRACT WHEN EXECUTED BY ALL PARTIES

This Form Has Been Approved By The Rock Island County Bar Association
And The Illinois Quad City Area Realtor Association

The SPECIFIC TERMS OF THE AGREEMENT, attached hereto and hereinafter referred to by Section are an integral part of this Agreement for the Sale of Commercial Real Estate and are by this reference incorporated into the provisions of this agreement as if fully set forth in each case. THIS AGREEMENT, executed in duplicate, is made and entered into as of the date listed in Section A, by and between the person(s) listed in SECTION B, HEREINAFTER CALLED THE **Seller**, and the person(s) listed in SECTION C, hereinafter called the **Purchaser**. In consideration of the mutual promises, conditions and covenants contained herein the parties agree as follows:

SALE AND PURCHASE: The Purchaser agrees to purchase from the Seller and the Seller agrees to sell to Purchaser the real estate commonly known and legally described as set forth in SECTION D for the total sum of the purchase price set forth in SECTION E.

EARNEST MONEY: The amount indicated as Earnest Money in SECTION E HAS BEEN DEPOSITED BY THE Purchaser with the party listed in SECTION E and shall be held and receipt of which is hereby acknowledged by that party in escrow for the benefit of the parties hereto.

FINANCING: *If applicable*, this agreement is contingent upon Purchaser obtaining, on or before the date set out in SECTION E, a loan commitment on the subject property of the type and in the amount or percentage of the purchased price set forth in SECTION F. Purchaser agrees to apply immediately, to use all diligence, and to fully cooperate in obtaining the loan. In the event, after having used all diligence, Purchaser is unable to obtain such a loan commitment within the number of days indicated in SECTION F from the date hereof, the earnest money and any additional down payment shall be refunded in full, and this Agreement shall be void.

CLOSING AND POSSESSION: Closing shall be on or about the date set forth in SECTION G and Seller shall deliver possession concurrently with closing, **UNLESS** SECTION H contains information, in which case Seller shall deliver possession to Purchaser on or before the number of days after closing set forth in SECTION H. Per diem liquidated damages in the amount set forth in SECTION F from the date hereof, the earnest money and any additional down payment shall be refunded in full, and this Agreement shall be void.

- a) Possession shall be deemed delivered when Seller has vacated the premises and delivers the keys to Purchaser or Purchaser's agent.
- b) Necessary timely legal notices to tenants, if any, shall be given by Seller unless otherwise.
- c) If Seller shall fail for any reason whatsoever to vacate said premises on the date set forth in SECTION H the Purchaser shall in addition to all other remedies have the right to commence any legal action or proceeding to evict and remove the Seller from the premises with Seller hereby agreeing to reimburse Purchaser for all reasonable attorney fees and expenses incurred by the Purchaser in the enforcement of Purchaser's rights under this agreement.

The parties agree that nothing contained herein is intended to create a landlord and tenant relationship between them.

ASSESSMENTS: Special assessments for improvements, which are a lien on the property as of the date of closing, shall be paid by SELLER. Seller warrants that prior to the execution of this agreement Seller has no knowledge of and no notice has been received from any municipal authority concerning improvements which could result in a special assessment on the property to be sold herein. Tap on fees, if any, which exist for municipal services to the property, shall be paid by SELLER, if payment is currently required by the municipality.

-----NOTHING FURTHER ON THIS PAGE-----

FIXTURES AND PERSONAL PROPERTY: All fixtures presently installed on the premises, including but not limited to: window shades and blinds; all attached carpeting; existing storm and screen windows and doors; all attached cooling, heating, plumbing and electrical systems; all planted vegetation; sump pump; ceiling fans; water softener; and garage door openers and all remote units shall be left by the Seller in or upon the premises exactly as they are as of the date of this agreement and shall be deemed a part of the real estate and title thereto shall pass to Purchaser at closing.

The additional items of person property, if any, listed in SECTION I ("Personal Property to Stay") are included in the sale and shall be transferred to Purchaser **in the same condition as they are as of the date of this agreement** by a bill of sale with warranty of title at the closing, if requested, by Purchaser.

The fixtures, if any, listed in SECTION I ("Fixtures to Go") are to be retained and removed by the Seller prior to the date of possession and are excluded from this agreement.

All other items of personal property on the premises shall be removed by Seller no later than the delivery of possession and are excluded from this agreement.

CONDITION OF PREMISES: The parties agree that the purchase price reflects the condition of the property and Purchaser acknowledges that Purchaser has inspected the real estate and the improvements thereof, is acquainted with the condition thereof, and accepts the same under one of the following according to SECTION J:

- a) "AS-IS" condition, or
- b) "AS-IS" condition except Seller warrants the plumbing, septic system, sewer and water lines, heating, electrical and air conditioning systems and the built-in appliances to be in normal working condition on date of possession. In the event the condition of the air conditioning system cannot be determined upon possession due to the season of the year, the warranty on it shall be extended for the number of days listed in SECTION J. The warranty contained herein shall survive the closing of the transaction.

Notice of breach of warranty contained in (b) must be served upon Seller, Seller's attorney, or Seller's agent within three (3) days (in this agreement "days" means calendar days) after the date of possession or within the specified number of days listed in SECTION J. Failure to give written notice within the specified period shall constitute a waiver of the right to recover for damages pursuant to this paragraph. Purchaser shall have the right to inspect the property during the 48-hour period immediately prior to closing.

EXPENSES OF TRANSFER

Seller shall pay:

- a) Seller's Broker commission, if any;
- b) Cost of Seller's abstracting or owner's title insurance policy;
- c) Revenue stamps and recording of any releases.

Purchaser shall pay:

- a) Purchaser's Broker commissions, if any;
- b) Recording fee for deed and mortgage;
- c) Cost of Purchaser's abstracting or mortgage title insurance policy as required by lender.

Each party shall be responsible for that party's own attorney fees and customary closing costs. Closing costs do not ordinarily include charges incident to the Purchaser's financing, and such charges shall be paid by Purchaser.

WOOD INFESTATION REPORT: At least five (5) but not more than thirty (30) days prior to closing, the party set forth in SECTION K shall, at that party's expense, provide the other party with a written report from a pest control firm certifying to Purchaser that the premises have been inspected for termite and other wood-destroying insect infestation. **If active infestation is found, the premises shall be treated at Seller's expense.** If structurally damage due to prior or existing infestation is found, repairs shall be made at Seller's expense; provided that if the estimated cost of such repairs exceeds the amount set forth in SECTION K then at the option of either Seller or Purchaser, this agreement may be terminated and the earnest money refunded to the Purchaser.

----- NOTHING FURTHER ON THIS PAGE -----
P: _____ S: _____

DEFAULT: If Purchaser fails to make any payment or to perform any obligation imposed upon Purchaser by this agreement, Seller may serve written notice of default upon Purchaser and if such specified default is not corrected within ten (10) days thereafter, Seller, subject to the terms of any listing agreement, may accept the earnest money and any additional down payment as damages or may pursue any available legal remedy including specific performance. In the event Seller fails to perform any obligation imposed upon Seller by this agreement, Purchaser may serve written notice of default upon Seller and if such default is not corrected within ten (10) days thereafter, earnest money and any additional down payment deposit shall be refunded to Purchaser without prejudicing the Purchaser's right to any available legal remedy including specific performance. In the event of default, the defaulting party shall be liable to the other party for reasonable attorney fees and expenses incurred by reason of the default.

CASUALTY CLAUSE: This agreement shall be subject to the Illinois Uniform Vendor and Purchaser Act as currently in effect. Seller shall keep adequate insurance, including fire and other extended coverage, on improvements on the above premises until title has passed to Purchaser or possession is delivered to Purchaser, whichever occurs first. Purchaser shall be responsible for insurance coverage upon taking title or possession of above premises, whichever occurs first.

DWELLING CODE VIOLATION: Seller expressly warrants that prior to the execution of this agreement, neither Seller nor Seller's agent has received any notice issued by any city, village or governmental authority of any existing dwelling code violations in the dwelling structure upon the premises herein described.

LEAD PAINT POISONING PREVENTION DISCLOSURES: If the commercial real estate which is the subject of the agreement was constructed before 1978, the Lead-Based Paint Hazards Rider must be attached to this agreement. This agreement is subject to the provisions of the Federal Commercial Lead-Based Paint Hazard Reduction Act (42 U.S.C.A. Sec.4851 et seq. [1992]) and the Seller of any interest in commercial real estate may be required to provide the Purchaser with the information on lead-based paint hazards from risk assessments or assessments in the Seller's possession and notify the Purchaser of any known lead-based paint hazards. If required, the Seller has provided to and the Purchaser has received a copy of the disclosure of information on lead-based paint and/or lead-based paint hazards that is attached to this agreement prior to or at the time of signing this agreement.

ESCROW: This agreement will be closed through an escrow with the Purchaser's attorney, mortgage lender or agent acting as an escrow agent in accordance with the general custom of the community and in conformity with this agreement. The funds held in escrow shall be paid out upon recording of the necessary documents and the vesting of merchantable title in the Purchaser.

NOTICE: Any communication between the parties leading up to this agreement and all notices required pursuant to this agreement shall be in writing and signed by the party or the party's agent (an "agent" shall be any person or persons designated in writing as such by a party) and shall be given to the other party or that party's agent by:

- a) Personally served upon the other party or that party's agent, in which case notice shall be effective upon the date of delivery;
- b) By facsimile transaction to the other party or that party's agent, in which case notice shall be effective on the date of the facsimile transaction; or
- c) Certified or registered mail, return receipt requested, and sent to the address of the party set forth in SECTION B or C, in which case notice shall be effective on the date of mailing.

Notice to any one party of a multiple person party shall be sufficient to all.

ENTIRE AGREEMENT: This agreement, including the preprinted riders indicated in SECTION L, constitutes the entire agreement between the parties and there are no oral representations, warranties or covenants other than those set forth herein and on my riders attached hereto and made a part hereof. This agreement shall extend to and be binding upon the heirs, executors, administrators, and assigns of the respective parties hereto.

ACCEPTANCE: Until accepted by the party to whom it is tendered, this document constitutes an offer (or counteroffer, if so indicated in SECTION M) of the terms stated above and in the Specific Terms. This offer/counteroffer must be accepted by the party to whom it is tendered and notice given of such acceptance on or before the date and time set forth in SECTION M. If not so accepted, the offer/counteroffer shall be void and earnest money returned to Purchaser.

----- NOTHING FURTHER ON THIS PAGE -----

TITLE INSURANCE: Within a reasonable time, Seller shall deliver one of the following to Purchaser as assurance of Seller's title:

- a) A merchantable Abstract of Title showing merchantable title of record to the real estate in Seller and certified to a current date by an abstractor regularly doing business in the county where the premises are located; or
- b) A Commitment for Title Insurance issued by a title insurance company regularly doing business in the country where the premises are located, committing the company to issue an owner's policy in the usual form insuring merchantable title to the real estate in Purchaser for the amount of the purchase price.

If title evidence discloses exceptions other than those permitted under the rules for examination for title adopted by the Rock Island County Bar Association, Purchaser, or Purchaser's attorney shall give written notice of such exceptions to Seller within a reasonable time. Seller shall have a reasonable time to have such title exceptions removed, or any such exception which may be removed by the payment of money may be cured by deduction from the purchase price at the time of closing. If Seller is unable to cur such exception, then Purchaser shall have the option to terminate this agreement in which case Purchaser shall be entitled to refund of the earnest money. Furnishing a title insurance policy insuring over an exception shall constitute a cure of such exception. *In the event the property to be sold hereunder is a unit in a condominium, the terms and conditions of the condominium Unit Purchase Rider (which is attached hereto) are incorporated by this reference as apart of the terms of this agreement.*

CONVEYANCE OF TITLE AND DOCUMENTS OF SALE: At closing Seller shall deliver either:

- a) A warranty deed or fiduciary's deed, if applicable, to Purchaser or such party or parties as Purchaser may direct, conveying title together with such other documents as may be required to record the deed, transfer personal property, if any, and protect Purchaser from mechanics' liens; or
- b) In the event Paragraph 1B of the Seller Financing rider applies to this agreement, then the executed Agreement for Deed shall be delivered and exchanged at closing.

PRORATIONS AND ADJUSTMENTS: The following items shall be prorated at closing as of the date of delivery of possession

Prorations:

- a) Real estate taxes, based on the most recent tax information available, which, in the absence of fraud, shall be final;
- b) Rent, if any, (with transfer in full of any security/damage deposits);
- c) Interest on any assumed indebtedness;
- d) Insurance premiums if policy assigned to Purchaser;
- e) Other income and operation expenses, if any;

Adjustments: Utility charges shall be adjusted by the parties by appropriate meter readings at or about the time of delivery and surrender of possession.

LEGAL ASSISTANCE: *The Seller and Purchaser are aware that when fully signed, this is a legal binding agreement for the sale and purchase of real estate and that in order to protect their interests in connection with the contractual, title and other aspects of this transaction, they have the right to consult legal counsel before this agreement is signed.*

This agreement, **consisting of 5 pages**, has been read and executed on the dates below our signatures.

Executed by Purchaser(s):

Executed by Sellers(s):

Dated: _____

Dated: _____

ADDITIONAL CONDITIONS

This is a supplement to and part of the Agreement for Sale of Commercial Real Estate dated **January _____, 2016;**

Between the Seller, City of East Moline

And the Purchaser, Jerry A. Bender

On property located 1305 18th Avenue, East Moline, IL, 61244

1. **Purchaser agrees within ninety (90) days of purchase to have the property demolished at his expense;**
2. **Purchaser agrees within ninety (90) days of purchase to bring property up to all city codes and ordinances;**
3. **If Purchaser fails to demolish and bring property up to City Code and Ordinance as outlined above the property shall revert back to the City of East Moline, at the Purchaser expense, and the Purchaser shall sign a warrantee deed back to the City of East Moline;**
4. **The City of East Moline understands certain things may be out of purchaser's control (i.e. weather). Should purchaser fail to meet the above guidelines due to such events the City of East Moline will give extensions as long as purchaser can show he has made reasonable attempts to comply with the guidelines set forth in this rider.**
5. **The Seller and Purchaser are aware that when fully signed, this is a legally binding agreement for the sale and purchase of real estate and that in order to protect their interest in connection with contractual title, and other aspects of this transaction, they have the right to consult an attorney before this agreement is signed.**
6. **The defaulting party of this rider shall be responsible for reasonable attorneys' fees and costs incurred as a result of a default by Seller or Purchaser of any of the provisions of this Agreement, or in the defense of any proceeding to which either Seller or Purchaser is named as a Defendant as a result of the actions of the other.**
7. **The Purchaser shall not transfer title/ownership of property until all provisions of this rider is met, nor shall he allow any liens or encumbrances attached until the above covenants are completed.**
8. **The Purchaser shall hold the City of East Moline harmless, insure, defend, and pay any and all expenses encounter by the City in enforcement of this Agreement.**

In the situation that the property fails to appraise, either party may void the entire agreement, or the parties may negotiate an acceptable purchase price.

Seller

Purchaser

Seller

Purchaser

Dated

Dated