

AGENDA

PARK AND RECREATION BOARD SPECIAL MEETING

Thursday, April 6, 2017
3:30 p.m.

Location: Public Works
3635 Fourth Avenue, Moline, Illinois

CALL TO ORDER

ROLL CALL

PUBLIC COMMENT

BOARD MEMBER	PRESENT	ABSENT
Welvaert		
Knaack		
Bull		
Clawson		
Navarro		
Schrier		
Waldron		

NON-CONSENT AGENDA ITEMS

- Approval of contract with Ryan and Associates for Prospect Pavilion wood columns. (Lori Wilson, Parks Recreation Director)**

Explanation: Staff is seeking Park Board approval to enter into a contract with Ryan and Associates for Prospect Pavilion wood columns. Work on this project would be scheduled to begin in mid-April.

Attachment: Yes

Staff Recommendation: Staff is seeking approval.

Fiscal Impact: \$39,500 budgeted in 120-1525-452-08-50

Board Member	Aye	Nay
Welvaert		
Knaack		
Bull		
Clawson		
Navarro		
Schrier		
Waldron		

- Powers Gift Fund for Tennis Court Lighting. (Lori Wilson, Parks Recreation Director)**

Explanation: Staff is seeking Park Board approval to use \$5,695 from the Powers Gift to balance the cost of the LED lighting for Riverside Tennis Courts..

Attachment: Yes

Staff Recommendation: Staff is seeking approval.

Fiscal Impact: \$15,341.19 is in the Powers Gift Fund to be used at Riverside. Needed for project is \$5,695. Balance of the gift will be \$9,646.19.

Board Member	Aye	Nay
Welvaert		
Knaack		
Bull		
Clawson		
Navarro		
Schrier		
Waldron		

3. Tennis court resurfacing and lighting. (Lori Wilson, Parks Recreation Director)

Explanation: Staff is seeking Park Board approval to enter into a contract with All Weather Courts for tennis court resurfacing, crack repair and court lighting.

Attachment: Yes

Staff Recommendation: Staff is seeking approval.

Fiscal Impact: \$97,050 is budgeted in 120-1525-452-08-50, \$10,000 from Moline Foundation Grant, \$15,500 from Purses for Parks (Moline Foundation), \$5,695 Powers/Riverside gift fund.

Board Member	Aye	Nay
Welvaert		
Knaack		
Bull		
Clawson		
Navarro		
Schrier		
Waldron		

INFORMATIONAL

1. Ben Butterworth Resurfacing Project (Lori Wilson, Parks Recreation Director)
2. Cemetery Mausoleum Project (Lori Wilson, Parks Recreation Director)

Any person with disabilities who wishes to attend the meeting who requires a special accommodation in attending the meeting should notify the Park Office, (309)524-2424, at least 24 hours prior to the scheduled meeting.

CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this ____ day of _____, A.D., 2017, between **RYAN & ASSOCIATES** of **10955 160TH STREET, DAVENPORT, IA 52804** hereinafter referred to as the “CONTRACTOR,” and the CITY OF MOLINE, ILLINOIS, hereinafter referred to as the “CITY;”

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **THIRTY NINE THOUSAND FIVE HUNDRED AND 00/100 (\$39,500.00) DOLLARS** hereby covenants and agrees, to and with the CITY, that it shall and will in good and workmanlike manner, furnish all the labor and material for **PROJECT #1276, PROSPECT PARK COLUMN REPAIR** as set out in the plans and specifications.

Such work to be under the direction and to the satisfaction of the City Engineer, and in accordance with the plans and specifications, which are a part of this contract. The work to be commenced not later than 10 days after the execution of this contract; to progress regularly and uninterruptedly after it shall have been begun excepting as shall otherwise be ordered by the City Council of the City of Moline (hereinafter referred to as the “City Council”), or its authorized representative, and shall be finished and fully completed within the timeframe set forth in the specifications; the time of commencement, rate of progress and time of completion being essential conditions of this contract; PROVIDED, however that if the time of the performance of the contract herein be for any reason either expressly or by implication extended, such extension shall not affect the validity of this contract.

The Contractor further agrees that the unit prices submitted are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their

respective unit prices, the latter shall apply. When this contract shall be wholly carried out and completed on the part of the Contractor, and when said work has been accepted by the City, a sum of money shall be computed by multiplying the following unit prices by the quantity of items completed, it being understood that the following total sum of money listed is for the purpose of determining the amount of the performance, labor, material and maintenance bond only. Such payment shall be made as provided for in the said specifications.

This Contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors, subcontractors, and truckers to pay laborers, workers, and mechanics performing services on public works projects not less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The prevailing wage rates for projects for the City of Moline required by Moline Special Ordinance 4031-2016 are updated monthly by the Illinois Department of Labor and may be found at:

http://www.illinois.gov/idol/Laws-Rules/CONMED/rates/2015/june/ROCK_ISL.htm.

All contractors, subcontractors, and truckers rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. All contractors, subcontractors, and truckers shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons and shall preserve their weekly payroll records for a period of three (3) years from the date of completion of the contract. Weekly certified payrolls shall be sent to the City Engineer.

For further information, please refer to the Illinois Department of Labor’s website at:
<http://www.state.il.us/agency/idol>.

It is further provided that the CONTRACTOR shall upon the sealing of this contract, file with the CITY a good and sufficient bond in the penal sum of **THIRTY NINE THOUSAND FIVE**

HUNDRED AND 00/100 (\$39,500.00) DOLLARS conditioned upon the faithful performance and execution of the work covered by this contract according to the complete and detailed specifications and full and complete drawings, profiles and models therefore, and according to the terms and conditions of this contract, and conditioned also that the CONTRACTOR shall pay all debts incurred by said CONTRACTOR in the prosecution of such work, including those for labor and materials furnished. The CONTRACTOR further agrees to pay liquidated damages as set forth in the specifications for failure to complete the Project by the date specified.

IN WITNESS WHEREOF, the said Parties have executed these presents on the date above mentioned.

CONTRACTOR:

By: _____

CITY:

CITY OF MOLINE, ILLINOIS

By: _____

Mayor

Attest: _____

City Clerk

Approved as to form:

City Attorney

Date: _____

Date: _____

Performance Bond Attached

Certificate of Insurance Attached

CITY OF MOLINE, IL BID TABULATION

Bid Date and Time: March 28, 2017 11:00 a.m.

Project: 1276 - Prospect Park Column Repair

ITEM NO.	ITEM	UNIT	QUANTITY	Ryan & Associates		Valley Construction		Old Town Roofing	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	ENTIRE PROJECT IMPROVEMENTS	L.SUM	1	39,500.00	\$39,500.00	\$42,350.00	\$42,350.00	\$50,100.00	\$50,100.00
	TOTAL				\$39,500.00		\$42,350.00		\$50,100.00

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

CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this ____ day of _____, A.D., 2017, between **ALL WEATHER COURTS, INC.** of **103 WEST MAIN, P.O. BOX 276, DAWSON, IL 62520** hereinafter referred to as the “CONTRACTOR,” and the CITY OF MOLINE, ILLINOIS, hereinafter referred to as the “CITY;”

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **ONE HUNDRED TWENTY EIGHT THOUSAND TWO HUNDRED FORTY FIVE AND 00/100 (\$128,245.00) DOLLARS** hereby covenants and agrees, to and with the CITY, that it shall and will in good and workmanlike manner, furnish all the labor and material for **PROJECT #1277, RIVERSIDE TENNIS COURTS** as set out in the plans and specifications.

Such work to be under the direction and to the satisfaction of the City Engineer, and in accordance with the plans and specifications, which are a part of this contract. The work to be commenced not later than 10 days after the execution of this contract; to progress regularly and uninterruptedly after it shall have been begun excepting as shall otherwise be ordered by the City Council of the City of Moline (hereinafter referred to as the “City Council”), or its authorized representative, and shall be finished and fully completed within the timeframe set forth in the specifications; the time of commencement, rate of progress and time of completion being essential conditions of this contract; PROVIDED, however that if the time of the performance of the contract herein be for any reason either expressly or by implication extended, such extension shall not affect the validity of this contract.

The Contractor further agrees that the unit prices submitted are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their

respective unit prices, the latter shall apply. When this contract shall be wholly carried out and completed on the part of the Contractor, and when said work has been accepted by the City, a sum of money shall be computed by multiplying the following unit prices by the quantity of items completed, it being understood that the following total sum of money listed is for the purpose of determining the amount of the performance, labor, material and maintenance bond only. Such payment shall be made as provided for in the said specifications.

This Contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors, subcontractors, and truckers to pay laborers, workers, and mechanics performing services on public works projects not less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The prevailing wage rates for projects for the City of Moline required by Moline Special Ordinance 4031-2016 are updated monthly by the Illinois Department of Labor and may be found at:

http://www.illinois.gov/idol/Laws-Rules/CONMED/rates/2015/june/ROCK_ISL.htm.

All contractors, subcontractors, and truckers rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. All contractors, subcontractors, and truckers shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons and shall preserve their weekly payroll records for a period of three (3) years from the date of completion of the contract. Weekly certified payrolls shall be sent to the City Engineer.

For further information, please refer to the Illinois Department of Labor’s website at:
<http://www.state.il.us/agency/idol>.

It is further provided that the CONTRACTOR shall upon the sealing of this contract, file with the CITY a good and sufficient bond in the penal sum of **ONE HUNDRED TWENTY**

EIGHT THOUSAND TWO HUNDRED FORTY FIVE AND 00/100 (\$128,245.00)

DOLLARS conditioned upon the faithful performance and execution of the work covered by this contract according to the complete and detailed specifications and full and complete drawings, profiles and models therefore, and according to the terms and conditions of this contract, and conditioned also that the CONTRACTOR shall pay all debts incurred by said CONTRACTOR in the prosecution of such work, including those for labor and materials furnished. The CONTRACTOR further agrees to pay liquidated damages as set forth in the specifications for failure to complete the Project by the date specified.

IN WITNESS WHEREOF, the said Parties have executed these presents on the date above mentioned.

CONTRACTOR:

CITY:

CITY OF MOLINE, ILLINOIS

By: _____

By: _____

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

Date: _____

Date: _____

Performance Bond Attached

Certificate of Insurance Attached

CITY OF MOLINE, IL BID TABULATION

Bid Date and Time:

March 28, 2017

11:00 a.m.

Project: 1277 - Riverside Tennis Courts

All Weather Courts

MTJ Sports

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	TENNIS COURT RESURFACING	SF	48,000	\$ 0.95	\$45,600.00	\$1.18	\$56,640.00
2	CRACK REPAIR	LF	2,000	\$ 15.00	\$30,000.00	\$19.75	\$39,500.00
3	TENNIS COURT LIGHTING	L.SUM	1	\$ 52,645.00	\$52,645.00	\$52,675.00	\$52,675.00
TOTAL					\$128,245.00		\$148,815.00