

Memorandum

Community and Economic Development Department

To: Rock Island City Council
Subject: 1830 32nd Street Rehabilitation
Date: March 16, 2023



The Community Development Division has been putting out invitations to bid on the four phases of the whole house rehabilitation project at 1830 32nd Street. Bids have come back and Phase 1 is much more expensive than the in-house estimate. The other three phases, conversely, are much *less* expensive than the in-house estimate. Staff suspects that the reason for this is the tightening of the regional labor market which would have the greatest effect on the types of work in Phase 1. The other phases, in contrast, are less susceptible. As discussed in the attached memo from October 2022, any phase with a cost exceeding 20% of the in-house estimate must return to the City Council for approval. There were the in-house cost estimates.

Phase	Scope of Work	Estimated Cost
1	Roofing, siding, and window replacements with deck removal.	\$27,602
2	Interior framing with electrical, plumbing, and HVAC rough-in.	\$54,000
3	Drywalling interior.	\$18,500
4	Install trim, cabinets, counters, doors, and millwork. Insulating the attic and installing furnace and water heater. Paint walls and install fixtures.	\$48,300
Total		\$148,402

Below are the bid results. Staff notes that there were no bidders on the insulation part of Phase 3, but there were on drywall installation. It is anticipated that after rebidding the cost for that work will be no more \$5,000.

Phase	Scope of Work	Contractors bids	Lowest Bidder
1	Roofing, siding, and window replacements with deck removal.	Landeros: \$43,300 Olde Town: \$52,800 Iossi: \$46,990	\$43,000
2	Interior framing with electrical, plumbing, and HVAC rough-in.	<i>Plumbing</i> McIntock: \$19,600 Peterson: \$14,990 <i>HVAC</i> Kale: \$14,480 Olde Town: \$15,846 Gabrilson: \$12,128 <i>Electrical</i> Olde Town: \$15,625 TriCity: \$12,283	<i>Plumbing</i> \$14,990 <i>HVAC</i> \$12,128 <i>Electrical</i> \$12,283
3	Drywalling interior.	<i>Insulation</i> No bids.	<i>Insulation</i> No bids.

		<i>Drywall</i> R&B: \$8,320 Dassie: \$12,292	<i>Drywall</i> \$8,320
4	Install trim, cabinets, counters, doors, and millwork. Insulating the attic and installing furnace and water heater. Paint walls and install fixtures.	<i>Trim</i> Yoyo Man: \$47,745 Landeros: \$19,300 Olde Town: \$28,500 Dassie: \$23,197 <i>Flooring</i> Olde Town: \$7,625 <i>Painting</i> Olde Town: \$9,238 Dassie: \$4,728	<i>Trim</i> \$19,300 <i>Flooring</i> \$7,625.00 <i>Painting</i> \$4,728
Total			\$126,674

As the bids show, the overall project cost will actually be less than the original in-house estimate. The total, minus the insulation, is \$126,374. The original in-house total cost estimate is \$148,200. Staff is seeking approval from the City Council to approve the higher Phase 1 cost with the understanding that the other phases being less expensive reduce the overall project cost. Staff will also put the insulation work back out to bid.

Attached is a sample contract document that will be adapted for each trade on the project.

Recommendation:

The Community & Economic Development Department recommends that the City Council approve the bids as shown, consent to rebidding for insulation contractors, and direct the City Manager to execute the contracts for all phases subject to minor attorney modifications.

Submitted by: Nichole Mata, Community Development Manager
Miles Brainard, Community & Economic Development Director

Approved by: Todd Thompson, City Manager

Memorandum

Community and Economic Development Department

To: Rock Island City Council

Subject: 1830 32nd Street Whole House Rehabilitation

Date: October 12, 2022



The Community Development team is ready to proceed with the whole-house rehabilitation project at 1830 32nd Street. Acquisition of that house was approved by the City Council in October 2021 and cost \$909 at tax auction. It has sat vacant since that time while staff transitions have been underway. Now that the Community Development team is fully staffed and up to speed, it is time to return to this affordable housing project. The team is eager to apply lessons learned from the previous project house completed at 1435 15th Avenue.

Funding for the project was approved by the City Council as part of the 2022 Annual Action Plan (AAP). Additional funding for the project comes from a grant from the Illinois Housing Development Authority (IHDA). To better control for costs, staff propose a different approach from the one used on the first house. Instead of hiring a general contractor to run the entire project, staff propose running the project directly and breaking it into manageable phases.

Phase	Scope of Work	Estimated Cost
1	Roofing, siding, and window replacements with deck removal.	\$27,602
2	Interior framing with electrical, plumbing, and HVAC rough-in.	\$54,000
3	Drywalling interior.	\$18,500
4	Install trim, cabinets, counters, doors, and millwork. Insulating the attic and installing furnace and water heater. Paint walls and install fixtures.	\$48,300
Total		\$148,402

If the project is run this way, with the Construction Officer acting as the general contractor, staff estimate about a 20% reduction in project costs. It will also ensure that staff have full control of the materials purchased and used, can directly negotiate and supervise subcontractors, and achieve better quality control. In effect, each phase will be similar to smaller projects done in the long-established owner-occupied housing rehabilitation program.

In order to proceed in an efficient and timely manner, the Community Development team is requesting that the City Council delegate authority to the City Manager to execute contracts for each of the four project phases. The City Manager would be able to sign off on each of the contracts without bringing them back for Council approval each time so long as each one is solicited through a sealed bidding process and the bid amounts are within 20% of in-house cost estimates. This too would be similar to the way the contracting awarding process works for the owner-occupied housing rehabilitation program.

Upon project completion, staff intends to list the house on the open market with a real estate agent as before. Parties interested in purchasing the house will need to prove that their household income is less than 80% of area median income (AMI), which is the US Department of Housing & Urban Development's (HUD) definition of low to moderate income (LMI). The goal is for the purchaser to have a normal purchasing experience. The listing price for the house will be determined with the assistance of the real estate agent.

As the City Council will recall, HUD wants to see entitlement communities like Rock Island use the Community Development Block Grant (CDBG) funds they receive on a wide array of housing and economic development programs that benefit LMI households. That means developing a mix of different housing rehabilitation programs ranging from basic furnace replacement all the way up to a whole house rehabilitation. Failure to have that multifaceted approach is a failure to meet HUD expectations, plain and simple.

Further, when looking at neighboring entitlement communities, they are undertaking similar whole-house programs. In Davenport, CDBG funds are used to support a homestead program very similar to what is being developed here in Rock Island. They are also using HUD HOME funds on new in-fill construction. Next door in Moline, they are undertaking similarly extensive rehabilitations and pursuing non-HUD funding, sometimes from IHDA, to do in-fill housing projects as well. Rock Island needs to continue “resume building” by expanding its operations. Demonstrating a capacity to do more ambitious projects will help secure additional funding and resources in the future like those Davenport and Moline are able to access.

Earlier this year, the City was monitored by HUD. This is sometimes referred to as a “HUD audit” and is a normal part of the CDBG planning and reporting cycle that occurs every few years. During that monitoring, HUD asked that the City do a comprehensive policy and procedures update for all of its CDBG-funded housing rehabilitation programming. Staff knew that they would ask for this and had already begun working on it. That included, as the Council will recall, development of this Homestead Program. When the comprehensive update is completed, it will be brought to the City Council for consideration. The Council will have the opportunity at that time to decide whether or not to include the Homestead Program in the City’s suite of housing rehabilitation programs. Staff hopes that the success of the 15th Avenue project and the soon to be successful completion of the 32nd Street project will show that a Homestead Program is worth adding to the mix.

Recommendation:

The Community & Economic Development Department recommends that the City Council approve the project and delegate authority to the City Manager to execute contracts as described above.

Submitted by: Nichole Mata, Community Development Manager
Miles Brainard, Community & Economic Development Director

Approved by: Todd Thompson, City Manager

**AGREEMENT FOR HOUSING REHABILITATION PROJECT AT 1830 32ND STREET
BETWEEN THE CITY OF ROCK ISLAND AND CONTRACTOR**

THIS AGREEMENT made as of **Date** by and between the City of Rock Island, herein after referred to as the “City,” and **Contractor**, herein after referred to as the “Contractor.”

WITNESSETH:

WHEREAS, the City is the owner of a single-family house at 1830 32nd Street; and

WHEREAS, the City wishes to undertake a rehabilitation of the house (the “Project”) using grant funds for the purposes of neighborhood stabilization and to create a unit of affordable housing; and

WHEREAS, the City wishes to employ the Contractor to undertake the Project and the Contractor wishes to perform the Project for the City; and

WHEREAS, the City and the Contractor recognize that the use of said grants obligates them to comply with all Federal, State and local fair housing law, common laws, ordinances, rules, regulations, circulars, and executive orders applicable to the Project.

IN CONSIDERATION of the recitals set forth above and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by this reference.
2. Contract. This Contract shall consist of the Contract and the specifications of the scope of work utilized to solicit contractor bids and created by Sponsor which is attached hereto as Exhibit A and made a part hereof ("Scope of Work"). The City agrees to employ the Contractor to perform the services and to supply the materials set forth in the Scope of Work. The Contractor agrees to perform, or cause to be performed, all the services and to supply all the materials necessary to make the improvements and repairs described in the Scope of Work to complete the Project (collectively, "Work") for the City.
3. Bid and Proposal. That the Bid and Proposal of the Contractor has been accepted by the City; however, no work shall be commenced by the Contractor until the Contractor has received a written "Proceed Order" from the City.
4. Proceed Order and Term for Completion of Work. The City is obligated to execute a written "Proceed Order" within three (3) days from the date of acceptance of this Contract. If the Order is not received by the Contractor within this period, the Contractor has the option of withdrawing the Bid and Proposal. Contractor shall commence Work within ten (10) days after issuance of the Proceed Order and satisfactorily complete the Work within thirty (30) days after the issuance of the Proceed Order (“Termination Date”). ("Days" as referred to in this Contract, mean calendar days, not working days,

unless otherwise specified. "Working days" mean any calendar day except Saturday, Sundays or holidays observed by the City of Rock Island.)

5. Contract Price; Payment; Acceptance of Work. The Contractor shall be paid for the performance of the Work not to exceed ("Contract Price"). The Contractor will be paid **Contract Price** in one lump sum amount by the City after the work is satisfactorily completed. Payments due the Contractor will be paid within 30 days after the City receives the Contractor's invoice, Contractor's Request for Payment, any approved Change Orders, Sworn Statement and Final Lien Waivers for subcontractors, laborers, and material suppliers for completed work or installed materials subject to the following:
 - a. As of the date of completion of the Project, all materials and labor used in connection with the Project must be in place.
 - b. No payment shall be made for materials stored and not used in connection with the Project.
 - c. Payments otherwise due to the Contractor hereunder may be withheld by the City, in the City's sole discretion, on account of defective Work not corrected to the City and the City's satisfaction; use of unsatisfactory materials or use of substituted materials, which substitution has not been consented to in writing by the City; liens filed against the Property; claims made against the Owner by third parties in relation to the Work and not resolved by the Contractor to the Owner's satisfaction; or failure to make payments properly to agents or subcontractors for materials or labor.
 - d. No payment shall be due under the contract until the Contractor has completed the Work in a satisfactory manner, as determined by the City, and has delivered to the City a complete release of all liens arising out of the Work
 - e. The making and acceptance of payment for the Work shall constitute a waiver of all claims made by the City, other than those arising from unsettled liens or from faulty or defective Work appearing after such payment, and (ii) the Contractor, which occurred prior to the acceptance of such payment.
 - f. Bidders must adhere to Federal Davis Bacon prevailing wage rates as shown in the attached General Wage Decision **NUMBER**, Modification **NUMBER**. It is the policy of The City of Rock Island that all projects will use commercial wage rates. Bidders must complete the attached "Project Wage Rate Sheet" and include it with their bid. It must clearly identify the wage and fringe benefits of each worker with their job classification. Owner-operators are not exempt and must pay themselves prevailing wage rates. HUD Form 4010, "Labor Standards Provisions," is also attached and provides additional guidance. Finally, a sample certified payroll form is attached for reference. HUD Form WH-1321 must be visible posted on-site of the project before work begins. Apprentice certification from the DOL required for all apprentices. The City also reserve the right, even after full completion and acceptance of the work, to refuse payment of the final ten percent (10%) due the Contractor, until it is satisfied that all subcontractors, material suppliers, and employees of the Contractor have been paid in full. If the City deem it expedient to accept work not completed in accordance with the Contract, an equitable adjustment will be made with a proper deduction from the Contact price for unsatisfactory work.

insure that all Work, including any portion thereof performed by all subcontractors, complies with such codes and ordinances.

10. Subcontractors. Upon request, the Contractor shall notify the City in writing of the names of the subcontractors proposed on the Contract and shall not employ a subcontractor that the City, objects to as incompetent or unfit. The Contractor agrees to be fully responsible to the City for the acts or omissions of the subcontractors and for anyone employed directly or indirectly by the Contractor or subcontractors. This Contract obligation shall be in addition to the liability imposed by law upon the Contractor. Nothing contained in the Contract documents shall create any contractual relationship between any subcontractor and the City. Contractor agrees to bind every subcontractor (and every subcontractor of a subcontractor) by the terms and conditions of this Contract, and the plans and specifications as far as applicable to his/her work, unless specifically noted to the contrary in the subcontract approved in writing as adequate by the City.
11. Non-Discrimination and Other Requirements. The Contractor shall abide by federal and local regulations pertaining to Equal Employment and all the provisions of Paragraph 313 of the Act, and all provisions of Federal, State and local laws relating to nondiscrimination, as applicable.
 - a. Debarment. The Contractor shall certify, in the form attached that it is not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from Federal contracts and Federally assisted construction contracts.
 - b. Lead-Based Paint. The Contractor acknowledges that if the Scope of Work identifies the use of interim controls where Lead-Based Paint Hazards have been identified or presumed, the Contractor is required to have necessary licenses for residential rehabilitation pursuant to the Lead Safe Housing Rule (24 CFR 570.608 and part 35). In that instance, the Contractor shall abide by lead-based paint requirements where applicable.
 - c. Conflicts. The Contractor shall not, in connection with the Project, enter into any contract which presents a conflict of interest as determined by the City.
 - d. Contractor's Employees. The Contractor shall employ none but competent and skilled workers in the conduct of work on this Contract. The City shall have the authority to order the removal of any Contractor's employee who refuses or neglects to obey any of the instructions of the City relating to the provisions and intent of the Contract, or who is incompetent, abusive, threatening, or disorderly in his/her conduct, and any such person shall not be employed again on this project.
12. Assignment. The Contractor shall not assign the Contract without written notice from the City. The request for assignment shall be addressed to the Community Development Division, City of Rock Island, 1528 Third Avenue, Rock Island, Illinois.
13. Warranty and Guarantees. The Contractor shall guarantee the work performed by way of an executed Warranty attached hereto as Exhibit D, which shall be for a period of twelve (12) months from the date of final acceptance of all the work required by the Contract. Furthermore, the Contractor shall furnish to the City, whom is/are in care of the

Community Development Division, with all manufacturers/supplier's written guarantees and warranties covering materials and equipment furnished under the Contract. The City and Contractor also shall permit the U.S. government or its designee to examine or inspect the work.

14. Conduct of Work.

- a. All Work performed by the Contractor and any subcontractors shall be performed in a workmanlike manner to the reasonable satisfaction of the City. All Work shall be performed by persons skilled in their respective trades in accordance with the best practices of such trades, and the Contractor or subcontractors shall not employ any person to perform any portion of the Work who is unfit or without enough skills to perform the job for which such persons are employed. If the Work fails to meet these standards, the Contractor shall have the Work redone at the Contractor's expense. Further, the Contractor shall always maintain strict discipline on the Property or the Work site.
- b. The Contractor and all subcontractors shall keep the premises clean and orderly during the Project. The Contractor and all subcontractors shall remove all rubbish, refuse, debris, garbage, or litter from the Property at the end of each work day. The Contractor shall also remove all equipment and unused materials from the Property and street immediately at the completion of the Project. All removals required by this subparagraph shall be at the Contractor's expense. The unused materials shall belong to the Contractor, unless paid for by the City or otherwise stipulated to by the City and the Contractor in writing.
- c. The Contractor shall be solely responsible for all construction under this Contract, including the techniques, sequences, procedures, means and coordination of all Work; for the proper fitting of all Work; and for the condition of the operations of all trades, subcontractors or material suppliers engaged in connection with the Project. The Contractor shall provide to each subcontractor and supplier, and shall guarantee the accuracy of, the locations and measurements which they may require for the proper fitting of their portion of the Work to all surrounding Work. The Contractor shall supervise and direct the Work to the best of its ability, giving all attention necessary for the proper coordination, cooperation, supervision and direction of the Work.
- d. In occupied areas of the Property, the Contractor shall cover all carpets and furniture in the Work area with drop cloths, shall keep passageways and hallways free of debris, lumber and equipment, and shall perform the Work during reasonable working hours, unless otherwise agreed to by the City. Bulk materials shall not be stored on the Property.
- e. The Contractor may store non-hazardous materials in unoccupied areas of the Property, as directed by the City; provided, however, the Contractor stores such materials at the Contractor's risk.
- f. The Contractor shall make repairs to all surfaces damaged by the Contractor or all subcontractors resulting from their Work, acts or omissions. These repairs shall be made at no additional cost to the City.
- g. Where "repair of the Property" is called for under this Contract, the feature of the Property to be repaired, excluding ornamentation, shall be placed in "equal to

new condition", either by patching or replacement, because existing structures cannot be made "as new" and that some lines and surfaces may remain irregular, or slightly out of level or plumb. All damaged, loosened, or rotted parts of wood, metal or plaster shall be removed and replaced, and the finished Work shall match adjacent areas of the Property in design and dimension. Such patching and replacement shall be made to blend with existing areas of the Property so that the portion of the Work consisting of the patching or replacement will be inconspicuous.

- h. All Work materials must be incorporated in the Property in accordance with the applicable manufacturer's last instructions or applicable codes, whichever are more stringent. The Contractor must obtain the City's written consent to vary the application from such instructions or codes, as applicable.
 - i. The Contractor shall not use lead-based paint in the Project, and if the Scope of Work requires the removal of lead-based paint, it shall be removed in accordance with Federal regulations and the specifications outlined in the Scope of Work.
 - j. The Contractor shall provide for and oversee all safety orders, precautions and programs necessary to the reasonable safety of the Work. The Contractor shall take reasonable precautions for the safety of all subcontractors, agents and employees and the persons whom the Work might affect, all Work and materials included in the Project, and all property and improvements on the Property and adjacent thereto, complying with all applicable laws, ordinances, rules, regulations, and orders.
 - k. The Contractor shall furnish all cartage, labor, equipment, and other items necessary for the Project, at the Contractor's expense.
 - l. The Contractor shall always exercise proper precautions for the protection of persons and property and shall be responsible for all property damage and personal injury, either on or off the Property, which may occur as the result of the Work.
15. Material(s) Quality; Substitution; Replacement. All materials provided by the Contractor, all subcontractors and material suppliers engaged by the Contractor pursuant to this Contract, shall be new, and of the same grade, quality, dimensions and design as that originally installed in the Property, unless otherwise specified in this Contract. The Contractor shall not, and shall not allow any subcontractor to, substitute materials from those listed in this Contract without the written consent of the City. If the materials used in the Project fail to meet these standards, fail to conform to the specifications or have been substituted without the City's written consent, the Contractor shall replace and reinstall the materials at the Contractor's expense. No changes to the specifications within the Scope of Work under this Contract may be made, substituted or replaced except by written instrument signed by the Contractor, and approved by the City prior to the changes being incorporated. No changes made without prior approval will be accepted and it will be the Contractor's obligation to remedy the changes made without approval.
16. Utilities. The City shall permit the Contractor to use, at no cost, existing utilities such as light, heat, power, and water necessary to the completion of the work. Also, the City shall cooperate with the Contractor to facilitate the performance of the work, including the

removal and replacement of rugs, coverings, and furniture, etc. as necessary. The premises may be either occupied or vacant during construction work.

17. Extensions. The Contract provides a specified number of days to complete the work (thirty (30) days), and it is understood that completion of the work within the specified time is an essential part of the Contract. A request for an extension of time may be initiated by either the Contractor or the City. If the reasons for the request are approved by the City, an extension of time, which seems reasonable and proper, may be granted by the City. The extended number of days for completion shall then be considered as in effect the same as if it were the original time for completion. No extension may be granted without a written request for one being submitted to Sponsor. There shall be deducted from the Contract Price One Hundred (\$100.00) dollars for each day that the completion of the Project extends beyond the Termination Date or the Extension Date, as applicable, and, at the election of Sponsor, any such savings shall result in a reduction of the Contract Price disbursed to Contractor. The Contractor shall not be liable, however, for excusable delays, which include, but are not limited to:
 - a. Acts of a government restricting labor, equipment or materials by reason of a declared emergency;
 - b. Causes beyond the control and without the fault or negligence of the Contractor, including, but not limited to, acts of God, fires, floods, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes, weather conditions of unusual severity, unavoidable delay in transportation, and unusual casualties; or
 - c. Changes ordered in the Work pursuant to any Change Orders.
18. City Cooperation. The City shall cooperate with the Contractor to facilitate the performance of the Work, including providing access to the Property and the Work areas therein and removing and replacing rugs, coverings and furniture, as necessary. The City shall not do anything that causes substantial delay of the Project or makes it practically impossible for the Contractor to perform.
19. City's Responsibilities.
 - a. The City shall, at the appropriate stage after the execution of this Contract, but prior to the initiation of the Work, make color choices and other discretionary selection of materials. After such choices and selections, there shall be no change in such selections that would materially alter or interfere with the progress of Work by the Contractor.
 - b. The City shall not assume the role of inspector and shall report all complaints or problems to the Contractor and, if appropriate, report them to any subcontractor or other workers performing Work on the Property.
 - c. The City shall notify the Contractor in writing of all breaches of the Contract by the Contractor, any subcontractor or other workers.
 - d. The City shall authorize Change Orders only as provided in Paragraph 6 hereof.
 - e. The City shall notify the Contractor, prior to the commencement of the Project, of any items scheduled for removal that the City wishes to salvage for personal use. The City shall take appropriate measures to store or otherwise dispose of such items.

20. Hold Harmless and Indemnification.

- a. The Contractor shall indemnify and hold harmless the City and its officers, agents, or employees against and hold them harmless from liabilities, claims, damages, losses and expenses, including, but not limited to, legal defense costs, attorneys' fees, settlements or judgments, whether by direct suit or from third parties, arising out of any acts or omissions of the Contractor or any and all subcontractors, material suppliers, tradesmen or mechanics, or the officers, agents, or employees of any of them, in a claim or suit brought by any person or third party against the City, or its officers, agents, or employees from any and all loss or claim whatsoever for damage to property or persons resulting from any act or omission on the part of Contractor under this Contract.
- b. If a claim or suit is brought against the City in connection with the Work, City officers, agents, employees for which the Contractor is responsible for pursuant to the terms of this Contract, the Contractor shall defend, at the Contractor's cost and expense, any suit or claim and shall pay any resulting claims, judgments, damages, losses, expenses, or settlements against the City, or its officers, agents, or employees.
- c. The indemnification under this Contract shall not be limited in any way by the limitations in the amount or types of damages, compensation or benefits payable by or for Contractor under any law or by limitations on the amount of insurance held by the Contractor.

21. Mediation. The City and the contractor have made good faith efforts to resolve their differences without success, they shall seek resolution through legal means as appropriate.

22. Termination of Contract; Finishing Project.

- a. The City, upon ten (10) business days' written notice to the Contractor, may terminate this Contract prior to the completion of the Project and without prejudice to any other remedy that the City may have, upon the occurrence of (I) a violation of any of the terms of this Contract by the Contractor or (ii) upon the bankruptcy or insolvency of the Contractor (each an "Event of Default"). The notice of Event of Default shall be served personally or by certified mail, return receipt requested and shall state:
 - I. the nature of the Event of Default causing the termination;
 - II. that the Contractor has ten (10) business days from the receipt of the notice to cure the Event of Default stated in the notice; and
 - III. that the failure to cure such Event of Default will cause the Contract to be terminated after the tenth (10th) business day from the receipt of such notice, unless the time for cure is extended, by the City, in their sole discretion.
- b. The Contractor may, upon ten (10) business days' written notice to the City, terminate this Contract prior to the completion of the Project upon a violation of this Contract by the City ("City Default"). The notice of City Default shall be served personally or by certified mail, return receipt requested and shall state:
 - I. the nature of the city Default causing the termination;

- II. that the city has ten (10) business days from the receipt of the notice to cure the city Default stated in the notice; and
- III. that the failure to cure such city Default will cause the Contract to be terminated on the tenth (10th) business day, unless the time for cure is extended, in the Contractor's sole discretion.
- IV. If the Contract is terminated pursuant to this Paragraph 22, the Contractor shall be paid only for that portion of the Work completed in a satisfactory manner, as determined by the City and for which Contractor has delivered lien waivers to City.

- 23. Changes to Scope of Work. Notwithstanding anything to the contrary contained in Paragraph 6, the City and the Contractor agree that no changes, modifications, additions or deletions to the Scope of Work shall be made without prior written approval of the City.
- 24. Notices. Any Notice required by this Contract shall be sent to City or Contractor at their respective addresses.
- 25. Applicable Law. This Contract shall be construed in accordance with the laws of the State Illinois.
- 26. Partial Invalidity. If any of the provisions of the Contract shall contravene, or be invalid under, the laws of the State of Illinois, such contravention or invalidity shall not invalidate the entire Contract, but it shall be construed as if not containing the provisions or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and attested by their authorized representatives.

CONTRACTOR: _____

BY: _____

Date: _____

City of Rock Island, an Illinois unit of local government

BY: _____
Nichole Mata, Community Development
Manager

Date: _____

State of Illinois)
) ss
County of Rock Island
)

I, the undersigned _____, a Notary Public in and for said county and state, do hereby certify that _____ personally known to me to be the same person(s) whose name is (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____,
.

Notary
Public

State of Illinois)
) ss
County of Rock Island
)

I, the undersigned _____, a Notary Public in and for said county and state, do hereby certify that _____ of _____ personally known to me to be the same person(s) whose name is (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____,
.

Notary
Public