



City Council
COMMITTEE OF THE WHOLE
City of Belvidere, Illinois

Alderman Sheryl Prather	Chairman Building
Alderman Natalie Mulhall	Vice-Chairman Building
Alderman Ric Brereton	Chairman Finance and Personnel
Alderman Wendy Frank	Vice -Chairman Finance and Personnel
Alderman Tom Porter	Chairman Planning & Zoning
Alderman Mike McGee	Vice-Chairman Planning & Zoning
Alderman Clayton Stevens	Chairman Public Safety
Alderman Matthew Fleury	Vice-Chairman Public Safety
Alderman Marsha Freeman	Chairman Public Works
Alderman Daniel Snow	Vice-Chairman Public Works

AGENDA

May 9, 2022
6:00 p.m.
City Council Chambers
401 Whitney Blvd., Belvidere, Illinois

Call to Order:

Roll Call:

Public Comment:

Public Forum:

Reports of Officers, Boards, and Special Committees:

Proclamation in Recognition of Gregory DeLeon Celebrating a 100 Years of Life.

1. Building, Planning & Zoning, Unfinished Business: None.

Committee of the Whole
May 9, 2022

2. Building, Planning & Zoning, New Business:
 - A. Building Department - Update.
 - B. Planning & Zoning Department - Update.
3. Public Works, Unfinished Business: None.
4. Public Works, New Business:
 - A. Public Works – Update.
 - B. ICC Stipulated Agreement – Appleton Road Crossing Gates.
 - C. Primary Clarifiers Rehabilitation – Engineering Design – WWTP.
 - D. Florence Court Reconstruction Project – Change Orders.
5. Other:
 - A. Executive Session to discuss Collective Bargaining Matters pursuant to Section 2(c)(2) of the Open Meeting Act.
6. Adjournment:

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 5/4/2022
Re: ICC Stipulated Agreement – Appleton Road Crossing Gates

Attached is Stipulated Agreement 2146 from the Illinois Commerce Commission (ICC) concerning safety improvements of the Union Pacific main line crossing of Appleton Road. The agreement provides for the installation of automatic flashing light signals with gates and bell, controlled by constant warning time circuitry with an event recorder and remote monitor. The improvements will be completed by the Union Pacific Railroad and will be at no expense to the City.

I would recommend approval of Stipulated Agreement 2146 and authorize the Mayor to sign the agreement.

STATE OF ILLINOIS



ILLINOIS COMMERCE COMMISSION TRANSPORTATION BUREAU / RAIL SAFETY SECTION

Brian Verduyse

Rail Safety Program Administrator

June 2, 2021

Mr. Chris T. Keckeisen
Public Projects Engineer
Union Pacific Railroad Company
1400 Douglas, MS 0910
Omaha, NE 68179

Ms. Cynthia Watters, P.E.
Bureau of Safety Programs and Engineering
Illinois Department of Transportation
2300 S. Dirksen Parkway
Springfield, IL 62764
Attn: Bill Pearsall, P.E.

Honorable Clinton Morris
Mayor, City of Belvidere
Belvidere City Hall
401 Whitney Blvd
Belvidere, IL 61008

Dear Ms. Watters & Messrs. Keckeisen and Morris:

Enclosed are copies of Stipulated Agreement 2146 concerning safety improvements at the S. Appleton Road (**AAR/DOT #174475X, railroad milepost 79.44-CNWB**) highway-rail grade crossing of Union Pacific Railroad Company's (UP) track in Belvidere, Boone County, Illinois.

In accordance with the provisions of the Commission's Recommended Procedures for Initiation and Execution of the Stipulated Agreement, all parties must sign the Execution Page of the agreement within 60 days from the date of mailing and return it to our office or the terms of the Agreement shall be renegotiated or declared void.

Please read the entire Agreement before execution. In addition, the UP must submit Project Manager Information (see Exhibit C). If any changes are required, the sheet must be corrected and submitted to this office along with the executed Agreement.

The UP is hereby notified that not less than the prevailing rate of wages, as established by the Illinois Prevailing Wage Act, shall be paid to all laborers, mechanics, and other workers who are not UP's employees but who are retained by UP to perform construction or demolition work under the attached agreement or any related (sub)contract(s). The prevailing rate of wages are revised by the Illinois Department of Labor and are available on that department's official website or by calling (217) 782-6206.

We urge all parties to act expeditiously in executing the agreement so that the Commission will be in a position to enter an early Order in this matter.

Ms. Watters & Messrs. Keckeisen and Morris
June 2, 2021
Page Two

Thank you for your prompt attention to this matter. If you have any questions, or need additional information, please contact Jon Griffith, Railroad Safety Specialist, at (217) 557-5825, or jonathan.griffith@illinois.gov.

Very truly yours,



Brian Vercruysse
Rail Safety Program Administrator

Enclosure

cc: Jeremy Berman, UP
Rich Ellison, UP
Jordon Albers, Alfred Benesch & Company
John Plebanek, Alfred Benesch & Company
Brent Anderson, Belvidere Public Works

JAG

**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT 2146**

This Agreement made and entered into, by and between the State of Illinois acting by and through the Illinois Commerce Commission (Commission), Union Pacific Railroad Company (UP or Company), City of Belvidere (City), and the State of Illinois, Department of Transportation (Department or IDOT).

WITNESSETH:

WHEREAS, it has come to the attention of the Commission through staff evaluation that inquiry should be made into the matter of improving public safety at the S. Appleton Road (AAR/DOT #174475X, railroad milepost 79.44-CNWB) highway-rail grade crossing of the Company's track in Belvidere, Boone County, Illinois; and

WHEREAS, proper investigation has been made of the circumstances surrounding the subject crossing by a representative of the Commission's Transportation Division Railroad Section; and

WHEREAS, the physical aspects, including geometrics of the intersection, train movements, vehicular traffic volume, and sight distances and other pertinent data relating to the crossings have been obtained and shown on Exhibit A, attached to this Agreement; and

WHEREAS, the parties are mutually agreeable to accomplish proposed improvements to the crossing upon determination of the Commission by Order.

NOW, THEREFORE in consideration of the premises and of the mutual covenants and agreements as hereinafter contained the parties pray that the Commission enter an Order according to the provisions of Section 18c-7401 of the Illinois Commercial Transportation Law, 625 ILCS 5/18(c)-7401, requiring that certain improvements as hereinafter stated be made and that the cost for the proposed improvements be divided among the parties according to law and that in the interest of the traveling public the Grade Crossing Protection Fund (GCPF) of the Motor Fuel Tax Law (MFT) be required to bear a substantial portion of the cost; To Wit the parties agree as follows:

Section 1 All improvements encompassed by this Agreement shall be made in accordance with all applicable State laws, rules, standards, regulations and orders and procedures in general.

Section 2 The parties are of the opinion that the following improvements in the interest of public safety at the aforesaid crossing should be:

- (a) Installation of automatic flashing light signals and gates with a bell, controlled by constant warning time circuitry, and equipped with an event recorder and remote monitor, by the Company.

Section 3 UP has provided preliminary a “round figure” cost estimate (Exhibit B) for the installation of automatic flashing light signals and gates at the subject crossing. UP shall, upon issuance of a Commission Order, according to the requirements contained therein, prepare and submit duplicate copies of detailed drawings, detailed circuit plans, cost estimates and any required specifications for the proposed improvements for the approval of the Commission. The Company agrees that an appropriate time for the submission of plans should be ninety (90) days from the date of a Commission Order approving this Agreement.

Section 4 UP shall upon Order, according to the requirements contained therein, proceed toward the completion of the proposed improvements, accomplishing the work with its own forces and agrees that an appropriate time for the completion of the proposed improvements should be twelve (12) months from the date of a Commission Order approving this Agreement.

Section 5 The parties agree that an equitable division of cost for the proposed improvements is as follows:

COST DIVISION TABLE

IMPROVEMENT	EST. COST	GCPF	TOWNSHIP	COMPANY	IDOT
Install automatic flashing light signals and gates with a bell, controlled by constant warning time circuitry, and equipped with an event recorder and remote monitor.	\$255,133	(95%) \$242,376 ¹	\$0	(5%) \$12,757 ²	\$0
TOTALS	\$255,133	\$242,376¹	\$0	\$12,757²	\$0

Notes:

¹Total Grade Crossing Protection Fund (GCPF) assistance for the installation of new automatic warning devices not to exceed \$242,376; any installation costs above the total estimated amount of \$242,376 will be divided in the same percentages noted above, upon submittal and review of evidence to support the additional cost and subject to approval by the Commission.

²Company responsible for all future operating and maintenance costs associated with the new automatic warning devices.

Section 6 The City is not required to incur any cost for this project.

Section 7 Special Provisions: The Company is responsible for all future costs associated with the operation and maintenance of the new automatic warning devices in accordance with the following parts of Title 49 - Code of Federal Regulations (CFR): 49 CFR 214 - Railroad Worker Safety; 49 CFR 228 - Hours of Service of Railroad Employees; 49 CFR 233 - Signal Systems Recording Requirements; and, 49 CFR 234 - Grade Crossing Signal System Safety.

UP shall review the Project Manager Information portion of the Project Status Report (PSR), attached as Exhibit C. If any changes are required, the PSR is to be corrected and returned with this executed Agreement.

UP shall, at six (6) month intervals from the date of the Commission Order approving this Agreement, submit to the Director of Processing and Information, Transportation Bureau of the Commission, a PSR, attached as Exhibit C, regarding the progress it has made toward completion of the work required by this Agreement. Each PSR shall include the Commission Order's docket number, the Order date, the project completion date as noted in the Order, crossing information (inventory number and railroad milepost), type of improvement, and the name, title, mailing address, phone number, facsimile number, and electronic mailing address of the Company Project Manager.

All bills for the installation of automatic warning devices specified in Section 2 of this Agreement authorized for reimbursement from the Grade Crossing Protection Fund shall be submitted to the Fiscal Control Unit, Bureau of Local Roads and Streets, Illinois Department of Transportation, 2300 S. Dirksen Parkway, Springfield, IL 62764 (See page 2 of Exhibit F). All bills shall meet the minimum documentation requirements set forth in Section 8 of this Agreement. All bills will be paid in accordance with the State Prompt Payment Act as currently enacted (Illinois Compiled Statutes, 30 ILCS 540/).

The Department shall send a copy of all invoices to the Director of Processing and Information, Transportation Bureau of the Commission. All bills shall be submitted no later than twelve (12) months from the completion date specified in the Commission Order approving this Agreement or any Supplemental Order(s) issued for the project. The final invoice for expenditures from each party shall be clearly marked "Final Invoice". The Department shall not obligate any assistance from the GCPF for the cost of proposed improvements described in this Agreement without prior approval by the Commission. The Commission shall, at the end of the 12th month from the completion date specified in the Commission Order approving this Agreement, or any Supplemental Order(s) issued for this project, conduct a review to determine if any unused assistance from the GCPF should be de-obligated. Upon completion of the review, the Commission shall notify the Department to de-obligate all residual funds accountable for installation costs for this project. Notification may be by regular mail, electronic mail, fax, or phone.

SECTION 8 Billing: For all work specified in Section 2 of this Agreement, and authorized by an Order of the Commission, the Company shall assure that sufficient documentation for all bills is made available for review by the Department of the Department's representative. The minimum documentation that must be made available is outlined below:

- a) Labor Charges (including additives) - Copies of employee work hours charged to the project.
- b) Equipment Rental - Copies of rental agreements for the equipment used, including the rental rate; and the number of hours the equipment was used on the project.
- c) Material - An itemized list of all materials purchased and installed at the crossing location. If materials purchased are installed at multiple crossing locations, a notation must be made to identify the crossing location.
- d) Engineering - Copies of employee work hours charged to the project.
- e) Supervision - Copies of employee work hours charged to the project.
- f) Incidental Charges - An itemized list of all incidental charges along with a written explanation of those charges.
- g) Service Dates - Invoice shall include the beginning and ending date of the work accomplished for the invoice.
- h) Final or Progressive - Each invoice shall be marked as a Progressive or a Final Invoice.
- i) Reference Numbers - Each invoice shall include the AAR/DOT number, the ICC Order number and the state job number when federal funds are involved.
- j) Locations - Each invoice shall show the location, with the street name and AAR/DOT crossing inventory number.
- k) Travel - Each invoice shall include copies of all costs incurred, such as lodging, meals, per diem, rates and totals. Rail carriers shall provide an electronic copy of its current Rail Carrier Travel Policy. Reimbursement of travel costs shall be in accordance with State of Illinois travel regulations under 9 Illinois Administrative Code part 3000 and appendices. Any proposal or attempt to use an alternative travel reimbursement method must be reviewed and approved by the Department prior to travel.

Reimbursement of labor additives will be for the most current audited and Federal Highway Administration approved company rates that have been entered into the Company billing system, as of the date of an invoice, for application to invoices for this project covered by this Agreement. Reimbursement of labor additives will be limited to only the most current direct labor additives, small tools additives, equipment additive rate, if so developed, and public liability/property damage liability insurance rates as audited and approved by a cognizant State agency and the Federal Highway Administration. Indirect overhead or general and administrative expenses, or those expenses which may be classified as such under generally accepted accounting principles, are not eligible for reimbursement on this project. Surcharges will be subject to review and approval by the Department.

Section 9 This Agreement shall be binding upon the parties hereto, their successors or assigns. Upon execution of this Agreement by all parties, the Commission shall enter an appropriate Order, within 60 days accepting or rejecting such stipulation according to the provisions contained herein.

In Witness Whereof, the parties have caused this Agreement to be executed by their duly

authorized officers, as of the dates indicated on their respective Execution Pages, attached hereto.

Executed by the Commission this 2nd day of June 2021.



Brian Vercruyse
Rail Safety Program Administrator

Illinois Commerce Commission Stipulated Agreement 2146, executed by Commission Staff on June 2, 2021, concerning improvements at the S. Appleton Road (AAR/DOT #174475X, railroad milepost 79.44-CNWB) highway-rail grade crossing of the Union Pacific Railroad Company's track, located in Belvidere, Boone County, Illinois.

Executed by the City of Belvidere this _____ day of _____ 2021.

City of Belvidere

By: _____

Illinois Commerce Commission Stipulated Agreement 2146, executed by Commission Staff on June 2, 2021, concerning improvements at the S. Appleton Road (AAR/DOT #174475X, railroad milepost 79.44-CNWB) highway-rail grade crossing of the Union Pacific Railroad Company's track, located in Belvidere, Boone County, Illinois.

Executed by Union Pacific Railroad Company this _____ day of _____ 2021.

UNION PACIFIC RAILROAD COMPANY

By: _____

Illinois Commerce Commission Stipulated Agreement 2146, executed by Commission Staff on June 2, 2021, concerning improvements at the S. Appleton Road (AAR/DOT #174475X, railroad milepost 79.44-CNWB) highway-rail grade crossing of the Union Pacific Railroad Company's track, located in Belvidere, Boone County, Illinois.

Executed by the Illinois Department of Transportation this _____ day of _____ 2021.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____

Cynthia Watters, P.E.
Bureau Chief of Safety
Programs and Engineering

**ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT
CROSSING DATA FORM**

GENERAL INFORMATION: See Location Sketch (Page 3)

RAILROAD	Union Pacific Railroad Company
USDOT#, MILEPOST	174475X, railroad milepost 79.44-CNWB
STREET, CITY, COUNTY	S. Appleton Road, Belvidere, Boone County
JURISDICTION (RDWY)	City of Belvidere
LOCATION	Rural
STREET SURFACE	Oil/Chip; Fair Condition

CROSSING DATA: Also see Location Sketch (Page 3) for roadway profile.

TRACK (W-E or N-S)	SURFACE TYPE	SURFACE WIDTH	SURFACE CONDITION
W-E	Concrete	40'	Good

ROADWAY DATA: See Location Sketch (Page 3)

INTERSECTING ROADS:	None
TRAFFIC CONTROL	NA
ADT & SPEED	9500 ADT @ 40 mph
TRAFFIC TYPE	Passenger, all possible.
ADVANCE WARNING	Yes
PAVEMENT MARKING	Yes

RAILROAD DATA: See Location Sketch (Page 3)

FREIGHT TRAFFIC	2/day @ 25 MPH
PASSENGER TRAFFIC	None
WARNING DEVICES	AFLS

NOTES:

Separate UP crossing approx. 250 south; exist. signal bungalow in SE quad;
new bungalow to be located in same quadrant; overhead power source.

VISIBILITY STUDY: See Location Sketch (Page 3)

Train Speed		MPH
Roadway Speed		MPH
Required Stopping Sight Distance (SSD)		
Along Roadway		FEET
Along Tracks		FEET
Reqd. Clearing Sight Dist. (CSD) (Along Tracks)		FEET

Distances calculated per American Association of State Highway and Transportation Officials (AASHTO), A Policy on Geometric Design of Highways and Streets, 2001, Fourth Edition.

QUADRANT	CSD (FT)	OBSTRUCTION	SSD (FT)	OBSTRUCTION
NE				
NW				
SE				
SW			50	Trees

*Note: Automatic flashing light signals and gates (AFLSG) eliminate the need to satisfy minimum Sight Distance criteria.

APPROACH GRADES: See Location Sketch (Page 3)

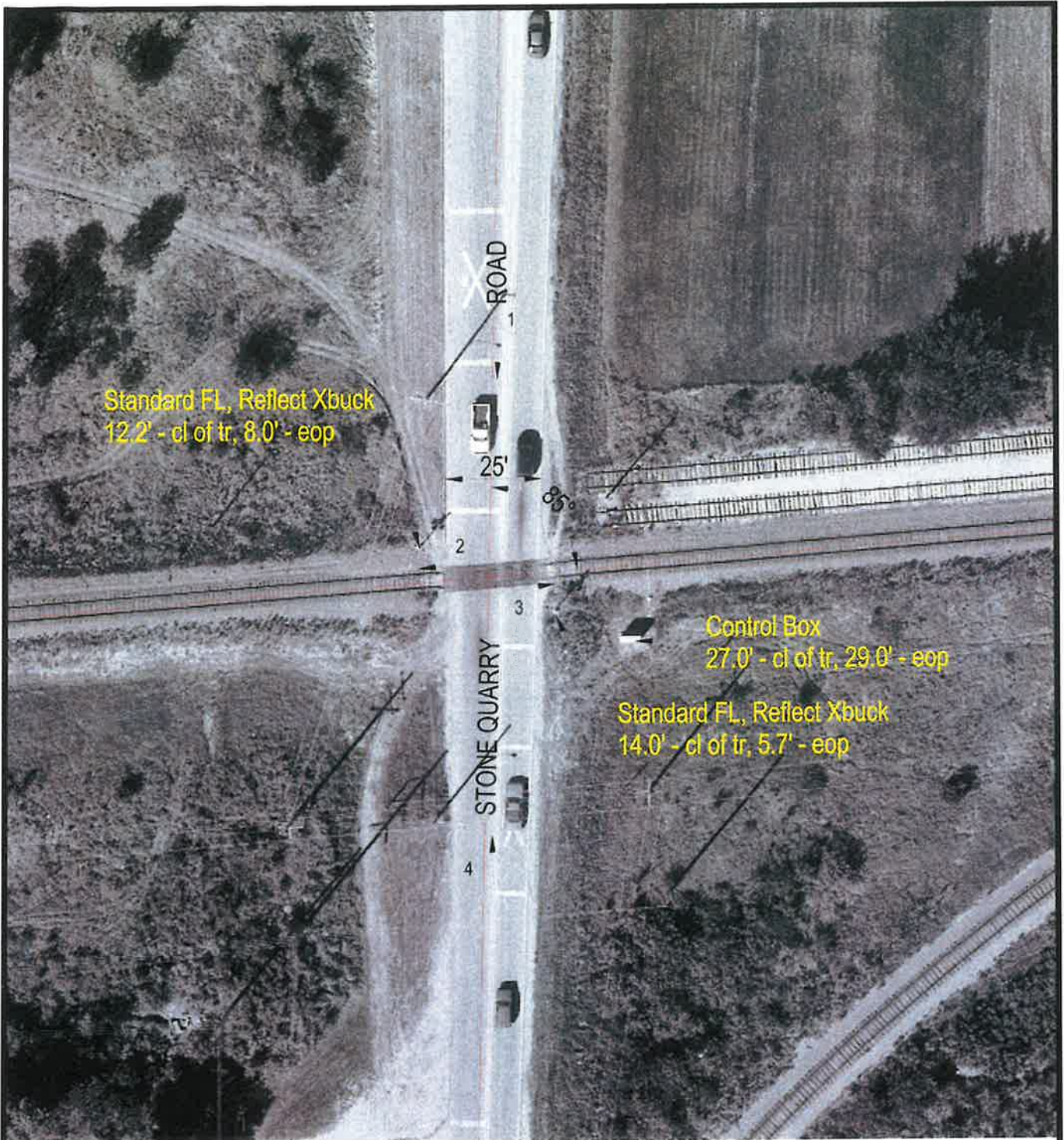
DIRECTION/West			DIRECTION/East		
DISTANCE (FT)	ELEVATION (FT)	GRADE (%)	DISTANCE (FT)	ELEVATION (FT)	GRADE (%)
0	100'	---	0	100'	---

Distance measured from outermost rail.

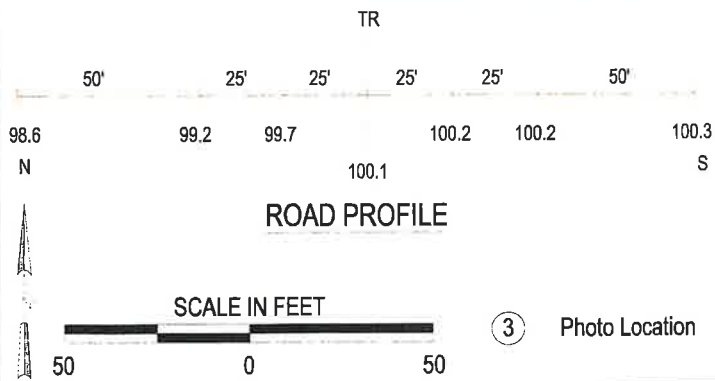
COMMENTS:

See Page 3 for a Location Sketch (Aerial Photo) of the crossing.

Staff recommends that the GCPF be used pay 95% of the cost to replace existing automatic flashing light signals (AFLS) with new automatic flashing lights signals & gates (AFLSG), event recorder, remote monitor, and track circuits, and that the UP pay all remaining installation costs. Staff also recommends that the UP be responsible for all future maintenance and operating costs for the new automatic warning devices.



J:\BOONE\174475X\174475X.DWG 06/27/00 09:59 JLC



Crossing #: 174475X

Location: Boone Co., City of Belvidere (In)

Lat/Long: 42°15'06" / 88°51'41"

Railroad: UP

Street: Stone Quarry Road

Railroad Milepost: 79.39

Crossing Protection: Train Activated Devices

Material And Force Account Estimate ICC

Estimate Creation Date: 03/01/2021 Number: 133128 Version: 1

Estimate Good Until 03/02/22

Location: ROCK ISLAND IND LD, INDL, 0-1.27

Buy America: Yes

Description of Work: BELVIDERE, IL, SOUTH APPLETON ROAD, M.P. 79.44, ROCKFORD INDUSTRIAL LEAD, DOT#174475X, WO#57983, PID#116795, 95% ICC / 5% UPRR)

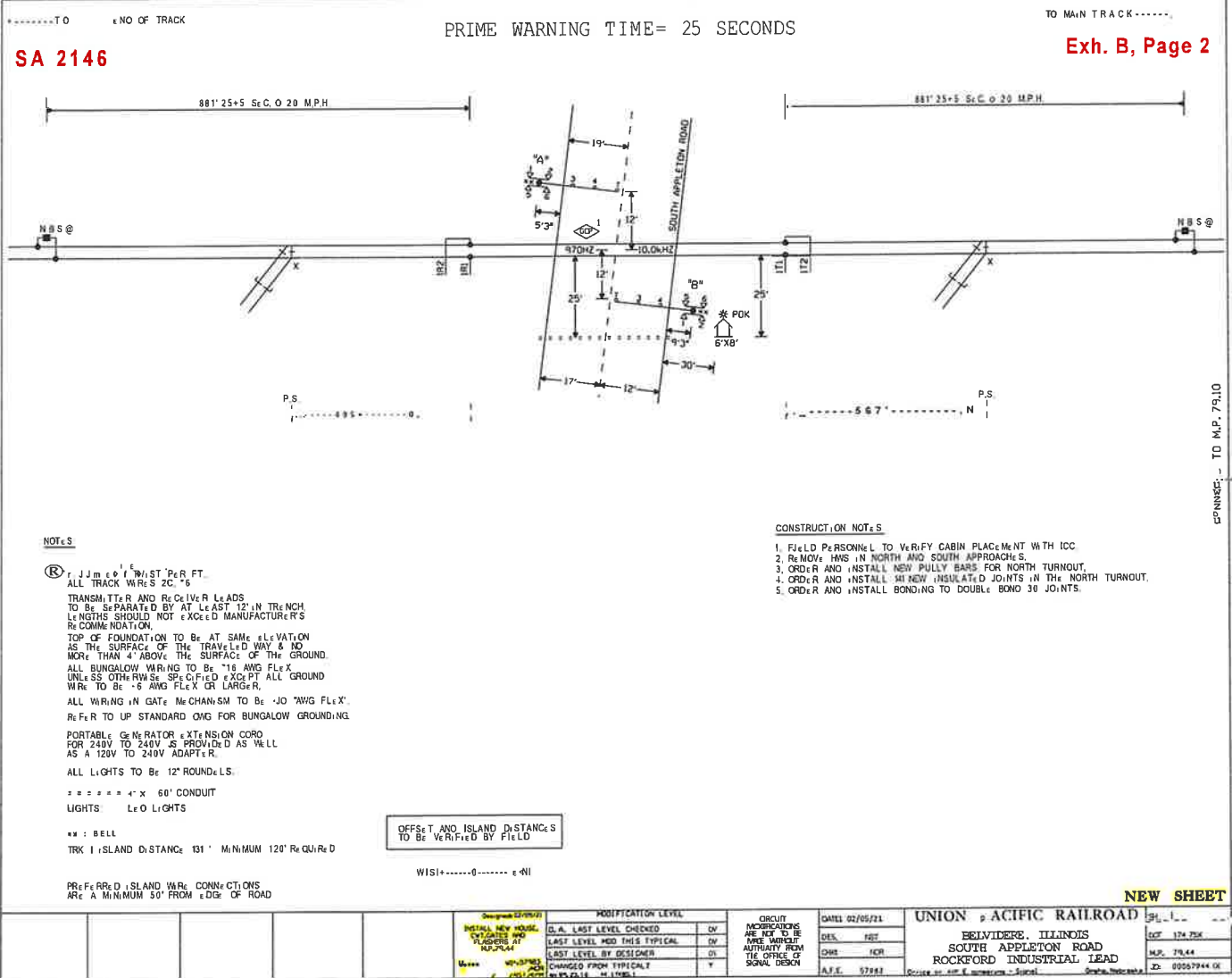
COMMENTS	Description	QTY	UOM	Unit Cost	LABOR	MATERIAL	TOTAL	UP 05%	Agncy 95%
SIGNAL									
	Xing - Engineering Design	1	LS	3,734.00	3,734	0	3,734	187	3,547
	Xing - 1 Trk CWE w/Gates	1	EA	131,584.00	41,200	90,384	131,584	6,579	125,005
	Xing - CAR14/24 (IL)	1	LS	6,482.00	3,840	2,642	6,482	324	6,158
	Xing - Install Web and Head Bonds per 1000 TF	2	EA	1,865.00	3,200	530	3,730	187	3,544
	Xing - Meter Service	1	LS	20,000.00	0	20,000	20,000	1,000	19,000
	Xing - Fill/Rock/Gravel	1	LS	8,000.00	0	8,000	8,000	400	7,600
	Xing - Boring	1	LS	10,000.00	0	10,000	10,000	500	9,500
MIPP-C SERVICES	Xing - Misc.	1	LS	10,000.00	0	10,000	10,000	500	9,500
	Xing - Remove Location	1	LS	2,000.00	2,000	0	2,000	100	1,900
FEDERAL W/O 110.43% (SIG)	Xing - Labor Additive	1	LS	59,603.49	59,603	0	59,603	2,980	56,623
Sub-Total =					113,577	141,556	255,133	12,757	242,377
Totals =					113,577	141,556	255,133	12,757	242,377
Grand Total =							\$255,133		

Please Note: The above figures are estimates only and are subject to fluctuation. In the event of an increase or decrease in the cost or amount of material or labor required, ICC will pay actual construction costs at the current rates effective thereof.

SA 2146

PRIME WARNING TIME = 25 SECONDS

Exh. B, Page 2



NOTES

- ① r J J m e o f W i s T P e R F T .
- ALL TRACK WIRE S 2C, *6
- TRANSMITTER AND RECEIVER LEADS TO BE SEPARATED BY AT LEAST 12" IN TURN LENGTHS SHOULD NOT EXCEED MANUFACTURER'S RECOMMENDATION.
- TOP OF FOUNDATION TO BE AT SAME ELEVATION AS THE SURFACE OF THE TRAVELLED WAY & NO MORE THAN 4" ABOVE THE SURFACE OF THE GROUND.
- ALL BUNGALOW WIRING TO BE #16 AWG FLX UNLESS OTHER PROVIDED AS WELL.
- WIRE TO BE #6 AWG FLX OR LARGER.
- ALL WIRING IN GATE MECHANISM TO BE #10 AWG FLX.
- REFER TO UP STANDARD OMG FOR BUNGALOW GROUNDING.
- PORTABLE GENERATOR EXTENSION CORD FOR 240V TO 240V IS PROVIDED AS WELL AS A 120V TO 240V ADAPTER.
- ALL LIGHTS TO BE 12" ROUND L.S.
- ===== 4" X 60' CONDUIT
- LIGHTS LED LIGHTS
- ** : BELL
- TRK ISLAND DISTANCE 131' MINIMUM 120' REQUIRED
- REFERRED ISLAND WIRE CONNECTIONS ARE A MINIMUM 50' FROM EDGE OF ROAD

OFFSET AND ISLAND DISTANCES TO BE VERIFIED BY FIELD

WIS1+-----0-----e#1

CONSTRUCTION NOTES

1. FIELD PERSONNEL TO VERIFY CABIN PLACEMENT WITH ICC
2. REMOVE HWS IN NORTH AND SOUTH APPROACHES.
3. ORDER AND INSTALL NEW PULLY BARS FOR NORTH TURNOUT.
4. ORDER AND INSTALL NEW INSULATED JOINTS IN THE NORTH TURNOUT.
5. ORDER AND INSTALL BONDING TO DOUBLE BONO 30 JOINTS.

NEW SHEET

UNION PACIFIC RAILROAD		DATE 02/05/21	
BELVIDERE, ILLINOIS		DES. SET	
SOUTH APPLETON ROAD		DWS. HCR	
ROCKFORD INDUSTRIAL LEAD		A.P.E. 57882	
SCHEMATIC NO. 100-1-1000000-1000000		SCALE 1"=40'	
SHEET 174.75K		M.P. 79.44	
ID: 00057244.08			

CONTINUED TO M.P. 79.10

**ILLINOIS COMMERCE COMMISSION
TRANSPORTATION BUREAU / RAIL SAFETY SECTION
PROJECT STATUS REPORT:**

TYPE: (CHECK ONE)

PROGRESS	<input type="checkbox"/>
COMPLETION	<input type="checkbox"/>

DATE	<input type="text"/>
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PROJECT INFORMATION:

Reporting Party:	Union Pacific Railroad Company
Docket/Order #; Date:	
Status Report (s) Due:	Within 6 Months and 9 Months from Order Date
Ordered Completion Date:	12 Months from Order Date
Completion Report Due:	5 Days after completion of work
AAR/DOT#, Milepost:	AAR/DOT #174475X, railroad milepost 79.44-CNWB
Street, (in/near) City, County:	S. Appleton Rd, Belvidere, Boone County
Railroad Company:	Union Pacific Railroad Company

PROJECT MANAGER INFORMATION:

Name:	Jordan Albers
Title:	Contractor (for UP)
Representing:	Benesch
Street Address:	
City, State, Zip:	
Office Phone:	
Office Fax:	
Cellular Phone:	
E-Mail Address:	jalbers@upcontractor.up.com

DESCRIPTION OF IMPROVEMENT(S) ORDERED:

Install new automatic warning devices (flashing lights signals and gates, event recorder, remote monitor, track circuits) at the S. Appleton Road crossing, in Belvidere, Boone County, Illinois.

STATUS OF WORK:

**ILLINOIS COMMERCE COMMISSION
TRANSPORTATION BUREAU / RAIL SAFETY SECTION**

Mail directed to the **Rail Safety Section** or the **Director of Processing and Information**,
Transportation Bureau of the Commission should be addressed to:

Illinois Commerce Commission
527 E. Capitol Avenue
Springfield, IL 62701-1827

If you have questions contact: Jonathan Griffith, Rail Safety Specialist
Phone: (217) 557-5825
Email: jonathan.griffith@illinois.gov

A **Form 3** can be obtained from the Illinois Commerce Commission by calling (217) 782-7660 or on the web at:

<http://www.icc.illinois.gov/forms/results.aspx?st=4>

The billing address for **Grade Crossing Protection Fund** reimbursement is:

SIGNAL WORK

Illinois Department of Transportation
Fiscal Control Unit
Bureau of Local Roads and Streets
2300 S. Dirksen Parkway
Springfield, Illinois 62764

Copies of the **United States Department of Transportation Inventory Form #6180.71**
can be obtained on the web at:

<http://www.fra.dot.gov/eLib/details/L02727> (PDF)
<http://www.fra.dot.gov/eLib/details/L03076> (Word Document)

Submit Inventory forms to:

Federal Railroad Administration Office of Safety 1200 New Jersey Ave, SE Washington, DC 20590 <i>or (data processing contractor)</i> Inventory Crossing Updates FRA Project Office Creative Information Technology, Inc. 4601 N. Fairfax Drive, Suite 1100 Arlington, VA 22203 RsisRXIupdates@dot.gov	<u>And</u>	Chief of Data Services Illinois Department of Transportation 2300 S. Dirksen Parkway Springfield, IL 62764 IL.RRXUpdates@Illinois.gov
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Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 5/4/2022
Re: Primary Clarifiers Rehabilitation – Engineering Design - WWTP

Attached is a proposal from Baxter & Woodman, in an amount not-to-exceed \$84,000.00, to complete the design engineering for the rehabilitation of the primary clarifiers and pump house at the WWTP.

I would recommend approval of the proposal from Baxter & Woodman, in an amount not-to-exceed \$84,000.00, for the design engineering for the primary clarifiers rehabilitation project. This work will be paid for from ARPA Funds, Line Item #41-5-110-8029.

**CITY OF BELVIDERE, ILLINOIS
PRIMARY CLARIFIER REPAIRS
ENGINEERING SERVICES
WORK ORDER**

ENGINEERS' PROJECT NO. 201087.40

Project Description:

The Engineer will provide design of equipment replacement and minor structural repairs for the two primary clarifiers and the Pump House at the Wastewater Treatment Plant as described in Attachment A.

Engineering Services:

The general provisions of this contract are enumerated in the Professional Engineering Services Agreement between the City and Engineers dated September 22, 2009.

Compensation:

Compensation for the services to be provided under this Work Order will be in accordance with the Engineering Services Agreement dated September 22, 2009. The Owner shall pay the Engineer for the services performed or furnished under Attachment A, based upon the Engineer's standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses, which in total will not exceed **\$84,000**.

Please sign and return one copy for our files.

Submitted by: **Baxter & Woodman, Inc.**

By: *Brent W. Perry*

Title: Associate Vice President

Date: May 2, 2022

Approved by: **City of Belvidere, Illinois**

By: _____

Title: _____

Date: _____

Additional Comments and Conditions:

PROJECT DESCRIPTION

This Project follows the Primary Clarifier Condition Assessment technical memorandum dated November 12, 2020. The Engineer will provide Professional Engineering Services for design of the recommended repairs for the two primary clarifiers, including the following:

1. Structural repairs for deteriorated portions of the clarifier walls and effluent boxes.
2. Replacement or repainting of the primary clarifier railing.
3. Replacement of the primary clarifier mechanisms and scum arm, scum ramp and trough, and bridges and platforms.
4. Replacement of the primary clarifier weirs and scum baffle.
5. Modification to the sludge hopper

The Project will also include design of equipment replacements and minor building repairs for the Pump House (Primary Facilities) including the following:

1. Replacement of the two primary sludge plunger pumps, in kind.
2. Piping and valve replacements within the Pump House and wet wells.
3. Scum collector and telescoping valves replacement.
4. Minor masonry repairs and door replacement.

The Engineer will prepare plans and specifications for the above mentioned design items and will provide assistance during bidding.

SCOPE OF SERVICES

The following scope of services details the anticipated tasks necessary to successfully complete this Project.

- A. **PROJECT ADMINISTRATION & MEETINGS** – Confer with the City's Director of Public Works, and his staff, from time to time, to clarify and define the general scope, extent, and character of the Project. Plan, schedule, and control the activities that must be performed to complete the Project. These activities include, but are not limited to, budget, schedule, and scope.

B. PRELIMINARY DESIGN

1. PRELIMINARY DESIGN
 - a. Obtain and review information relevant to the Project.
 - b. Determine general design requirements including applicable codes and permits.
2. PRELIMINARY DESIGN DOCUMENTS
 - a. Prepare Design Documents consisting of Drawings showing the extent and character of construction work to be furnished and performed by the Contractor(s) selected by the City.
 - b. Prepare preliminary plan sheets (30%) that indicate proposed layout of design elements.
3. PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST – Prepare a preliminary opinion of the probable total Project cost including construction cost, construction engineering services, contingencies, and, on the basis of information furnished by the City, allowances for legal services, financial consultants, and any administrative services or other costs necessary for completion of the Project.

C. DETAILED DESIGN

1. FINAL DESIGN
 - a. Review and respond to Preliminary plan sheets comments.
 - b. Prepare Design Documents consisting of Drawings showing the general scope, extent, and character of construction work to be furnished and performed by the Contractor(s) selected by the City and Specifications, which will be prepared in conformance with the format of the Construction Specification Institute.
2. PEER AND CONSTRUCTABILITY REVIEWS
 - a. Conduct QA/QC peer reviews of drawings, specifications, and EOPC.
 - b. Utilize Construction Department personnel to provide a review of drawings, specifications, and EOPC.
 - c. Make revisions based upon comments from both engineering and construction department comments.
3. CONTRACT DOCUMENTS – Prepare for review and approval by the City and its legal counsel the forms of Construction Contract Documents consisting of Advertisement for Bids, Bidder Instructions, Bid Form, Agreement, Performance Bond Form, Payment Bond Form, General Conditions, and Supplementary Conditions, where appropriate, based upon documents prepared by the Engineers Joint Contract Document Committee (EJCDC).

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4. FINAL OPINION OF PROBABLE COST – Refine Opinions of Probable Construction and Total Project Costs (EOPC) for the Project based on the Design Documents.

D. ASSISTANCE DURING BIDDING

1. BID PERIOD – Assist the City in solicitation of construction bids from as many qualified bidders as possible, attend pre-bid meeting, answer bidders' questions during bid period, and issue necessary Addenda to plan holders.
2. BID OPENING – Attend bid opening with City Staff and assist in reviewing and checking of bid package submittals as required.
3. ANALYZE BIDS – Tabulate bids received and review bid submittals to verify low bid is responsive and responsible.
4. LETTER OF RECOMMENDATION – Issue a Letter of Recommendation to the City for their action to Award the construction contract.

Exclusions

The following items are excluded from this scope of services:

1. Construction Engineering.
2. Hydraulic modeling – Not anticipated to be necessary for design.

PROJECT SCHEDULE

Baxter & Woodman, Inc. shall be authorized to commence the Services set forth herein upon execution of this Agreement. Project tasks shall be completed according to the below schedule.

<u>Milestone</u>	<u>Date</u>
Authorization to Proceed	May 2, 2022
Kickoff Meeting	May 18, 2022
Preliminary Design Meeting	July 13, 2022
60% Design Meeting	August 17, 2022
Final Design Meeting	September 14, 2022
Advertise for Bids	October 19, 2022

CONSULTING SERVICES FEES

Our engineering fee for the above stated scope of services will be based on our hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel, which in total will not exceed **\$84,000**.

**City of Belvidere, Illinois
Primary Clarifier Repairs
Engineering Services
Work Order 201087.40**

Attachment A

Deliverable		Man Hours	Fee
110	PROJECT ADMINISTRATION AND MEETINGS	63	\$11,200
120	PRELIMINARY DESIGN	203	\$29,600
130	DETAILED DESIGN	199	\$30,600
140	ASSISTANCE DURING BIDDING	83	\$12,600
TOTAL		548	\$84,000

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 5/5/2022
Re: Florence Court Reconstruction Project – Change Orders

The Florence Court Reconstruction Project is progressing and the following change order items are required:

1. Replace the two 4" line stops called for in the plans to 4" insert valves. This change will allow for additional control of the water system when completed. Addition to contract is \$7,528.06.
2. Lower existing 4" water main. The elevation of the existing 4" watermain was lower than anticipated and conflicts with the new sanitary sewer main for Florence Court. Therefore, the existing water main needs to be lowered. Addition to contract is \$8,705.50

I would recommend approval of the change order proposals from Dale's Plumbing, in the amount of \$16,233.56, for Change Order #1 and Change Order #2 for the Florence Court Reconstruction project. The original contract price for this project was \$281,862.20 and these change orders represent a 5.8% increase. This work will be paid for from Line Item #41-5-110-8027.

CHANGE ORDER PROPOSAL

DALE'S PUMBING INC.

ADDRESS: 15949 TELEGRAPH RD.
PECATONICA IL. 61063

Phone: 815-239-2731

E-Mail: dalesplumbing84@gmail.com

DATE: 3/23/2022

QUOTE TO: ARC DESIGN

PHONE: 815-484-4300

FAX:

E-MAIL: Kthomas@arcdesign.com

PROJECT NAME: FLORANCE COURT BELVIDERE

OWNER:

ADDRESS:

DATE ON PLANS: N/A

PLAN REVISIONS: N/A

ADDENDA: 3

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	4" INSERTA VALVE WITH BOX (ADD)	2	EA	\$ 8,749.03	\$ 17,498.06
2	4" LINE STOP (DELETE)	2	EA	\$ (4,985.00)	\$ (9,970.00)
				ESTIMATE TOTAL:	\$ 7,528.06

GENERAL NOTES:

Sincerely,

DALE'S PLUMBING INC.

Ryan Hathaway

CELL: 815-618-5867

OFFICE: 815-965-7283

CHANGE ORDER PROPOSAL #2

DALE'S PUMBING INC.

ADDRESS: 15949 TELEGRAPH RD.
PECATONICA IL. 61063

Phone: 815-239-2731

E-Mail: dalesplumbing84@gmail.com

DATE: 4/21/2022

QUOTE TO: ARC DESIGN

PHONE: 815-484-4300

FAX:

E-MAIL: kthomas@arcdesign.com

PROJECT NAME: FLORANCE COURT BELVIDERE

OWNER: CITY OF BELVIDERE

ADDRESS: LOGAN AND FLORANCE CT

DATE ON PLANS: N/A

PLAN REVISIONS: N/A

ADDENDA: 3

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	LOWER EXISTING 4" WATER MAIN	1	EA	\$ 8,705.50	\$ 8,705.50
				ESTIMATE TOTAL:	\$ 8,705.50

GENERAL NOTES:

Sincerely,
DALE'S PLUMBING INC.
Ryan Hathaway
CELL: 815-618-5867
OFFICE: 815-965-7283