



City Council
COMMITTEE OF THE WHOLE
City of Belvidere, Illinois

Alderman Clayton Stevens	Vice Chairman Public Works
Alderman Tom Porter	Chairman Building, Planning & Zoning
Alderman Daniel Snow	Co-Chairman City-County
Alderman Michael Borowicz	Vice-Chairman Finance and Personnel
Alderman Wendy Frank	Vice Co-Chairman City-County
Alderman Thomas Ratcliffe	Chairman Finance and Personnel
Alderman George Crawford	Chairman Public Safety
Alderman Mike McGee	Vice Chairman Building, Planning & Zoning
Alderman Marsha Freeman	Chairman Public Works
Alderman Ric Brereton	Vice Chairman Public Safety

AGENDA

September 9, 2019

6:00 p.m.

City Council Chambers, 401 Whitney Blvd. Belvidere, Illinois

Call to Order: Mayor Chamberlain:

Roll Call:

Public Comment:

Public Forum:

Reports of Officers, Boards, and Special Committees:

Fire Chief Hyser – Recognizing Lt. Craig Wilcox – 30 years of service.

1. Building, Planning & Zoning, Unfinished Business: None.
2. Building, Planning & Zoning, New Business: None.
3. Public Works, Unfinished Business: None.

4. Public Works, New Business:

- (A) Logan Avenue – Right-of-Way Appraisals.
- (B) ComEd Outdoor Lighting Incentives – WWTP.
- (C) Rebuild of Return Sludge Pump #3 – WWTP.
- (D) Street Department Garage – Lift Replacement.
- (E) Bellwood/High School Storm Water Detention Project.

5. Adjournment:

The Retirement Times

50 Cents

Volume 30

Extra, Extra Read all about it!

**Lt. Craig Wilcox
is retiring after 30 years of service with
the BFD. Come celebrate with us.**



**Cake & Coffee will be served at the Belvidere Fire
Dept., 123 S. State St. on Wednesday, September
11th from Noon until 1:00.**

BELVIDERE PUBLIC WORKS

401 Whitney Boulevard

Belvidere, IL 61008

Phone 815-544-9256

Fax: 815-544-4255

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: September 3, 2019
Re: Logan Avenue – Right-of-Way Appraisals

Arc Design Resources has completed the right-of-way plats needed to purchase additional right-of-way from six property owners along the south side of Logan Avenue in order to provide a uniform 66' wide right-of-way along the entire length of the Logan Avenue Rehabilitation Project.

Attached to this memo is a proposal from Davidson & Associates to provide six appraisal reports at a cost of \$1,100.00 each for a total cost of \$6,600.00. The appraisals will be done in accordance with IDOT requirements.

I would recommend approval of the proposal from Davidson & Associates, in the amount of \$6,600.00, to complete six appraisal reports for the Logan Avenue Rehabilitation Project. This work will be paid for from the proceeds of the local motor fuel tax.

Davidson & Associates

Charles S. Davidson, MAI, SRA, AI-GRS
6612 Halverson Drive Rockford, Illinois 61109
Phone (815) 231-7084 Fax (815) 231-1226
commercial@davidsonappraisal.net

COMMERCIAL - INDUSTRIAL - RESIDENTIAL - FARM APPRAISALS

August 29, 2019

Mr. Brent Anderson
Director of Public Works
401 Whitney Boulevard
Belvidere, Illinois 61008

Regarding: Land Acquisition Appraisals for the Logan Avenue Project.

Dear Mr. Anderson:

Per your request, I am submitting a proposal for the appraisal of the above referenced project, located in the City of Belvidere, Boone County, Illinois. The appraisals are intended for the sole and exclusive use of the City of Belvidere, for land acquisition purposes.

The purpose of this appraisal is to estimate the Market Value (land and special land improvements only) of the properties within the project and the compensation due for the part to be acquired. The legal property appraised will be the Fee Simple interest in the properties. The appraisals will be prepared in accordance with 49 CFR part 24, the Uniform Standards of Professional Appraisal Practice (USPAP) and the IDOT Land Acquisition, Policy and Procedures Manual (LAPPM).

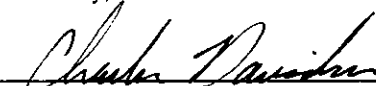
A total of six reports will be performed based on the sales comparison approach only, and reported in a narrative appraisal report, using IDOT form LA 33A. As per our conversation, any items requiring relocation will be handled by the City of Belvidere.

The estimated completion date of the appraisal is not to exceed 6 weeks from the date I receive copies of this letter of engagement signed by you. The appraisal report will be transmitted in electronic format (PDF file). Each appraisal report will be invoiced at \$1,100 (total, \$6,600), due upon completion.

The above terms will be honored through September 20, 2019 after which we may need to adjust the completion time and or fee. Any such adjustments will only be made under mutual agreement.

I will proceed with the preparation of the appraisals upon receipt of a signed copy of this letter. If you have any questions about anything contained in this letter, please contact me.

Sincerely,



Charles Davidson, MAI, SRA, AI-GRS
IL State Certified General Real Estate Appraiser
Lic. No 553.000310 Expires 9/30/2021

Accepted by:

Signature Date

Print name

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 9/3/2019
Re: ComEd Outdoor Lighting Incentives – WWTP

Commonwealth Edison is currently offering an incentive program for upgrading outdoor lighting to LED. The WWTP currently has 26 outdoor lights that will be replaced with 19 LED lights. The total cost of the upgrade is \$11,273.00, with a qualified incentive of \$3,303.00, for a net cost to the city of \$7,970.00. The return on investment for this project is estimated to be three years. The city's net cost will be paid for from WWTP Line Item #61-5-820-6010. If approved for funding, this work would be done by Engel Electric.

I would recommend approval of the proposal from Engel Electric for the outdoor LED lighting upgrade at the WWTP, subject to receiving the ComEd incentive for outdoor lighting, for a net cost to the City of \$7,970.00.

PROPOSAL



**ENGEL ELECTRIC CO.
ELECTRICAL CONTRACTORS
1514 W FOURTH STREET
STERLING, IL 61081
(815) 625-5949 / FAX (815) 625-5987
CELL (815) 716-3644
Visit Our Web-Site @ www.engelectric.com
"An Equal Opportunity Employer"**

08/30/19

To: City of Belvidere (Public Works) / Attn: Brent Anderson / Subject: LED Lighting Upgrade

I am very pleased to have the opportunity to send you this proposal for performing the above project as per the following

Scope of Work:

AREA	TYPE	QTY
Site Pole Mount		
Office	250W Heads	1
W Digester	(2)250W Head to (1) LED	1
N Digester	(1)250W Head to (1) LED	1
South of MEB	(2)250W Head to (1) LED	1
Primary Tanks	(2) 150W (2) LED	1
S Blower Building	(2)250W Head to (1) LED	1
N Service Building	(2)250W Head to (1) LED	1
Blower Build	70W Wall Pack to (1) LED	2
N Tertiary	(2)250W Head to (1) LED	1
Aerration Tank		
Pole Mount	(2) 400W to (1) LED	1
Pole Mount	(1) 400W to (1) LED	4
Pole Mount	(3) 400W Head to (2) LED	1
North MEB Door		
	70W Wall Pack to (1) LED	1

\$11,273.00

ComEd Incentive (Estimated) \$3,303.00

1. Any items of work outside of the above scope that would need to be added/deleted will be handled on an additive/deductive change order basis.
2. No allowance, contingencies, bonds, permits, utility fees, or any other fees of any kind are included.
3. All work performed during our regular scheduled work hours.
4. Material sales tax is not included in our proposal.
5. This proposal signed by both parties is to be the contract. All proposal notes will become part of contract. If a contract will be required it will be mutually agreeable between signatory entities. We will schedule work upon signed receipt of proposal or written notice to proceed.
6. Title to all equipment and materials will remain with Engel Electric Company until payment in full has been made.
7. Engel Electric Company reserves proprietary rights, including copyrights, to this document and the data shown thereon. Said document, drawing, and/or data are the exclusive property of Engel Electric Company and shall not be used or reproduced for any other entity or project without the expressed written consent, approval and participation of Engel Electric Company.

Payment to be made as follows:

Invoiced monthly. Terms net 15 days maximum of 30 days from date of invoice. A 1 1/2 % interest per month charge will be added to all past due accounts.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized

Signature Scott J. McGinn

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal -The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Printed Name: _____

Signature: _____



ENGEL ELECTRIC CO.

1514 W. Fourth Street, Sterling, IL 61081 • Phone:815-625-5949 • Fax:815-625-5987

Belvidere Wastewater Treatment Plant - Return on Investment

<u>Area Controlled</u>	<u>Current System</u>	<u>New LED Lighting</u>
Gross Input Watts (KW)	8,463	2,424
Total (KW) Removed		6,039

Energy Costs

Approx Annual Hours of Operation	4,200	4,200
Rate per KWH	\$0.12	\$0.12
System Wattage	8463	2424
Power Factor %	90	90
Annual KWH of Light Fixtures	35,545	10,181
Total Annual KWH Cost	\$4,265	\$1,222
Total annual KWH savings		25,364

Costs

Total Installed Cost of Lighting		
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Annual Energy Costs	\$4,265	\$1,222
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Total annual maintenance cost		\$0
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Financial

Annual System Operating Cost	\$4,265	\$1,222
Annual Operating Savings		
Com Ed Rebate (Estimated)		\$3,303
Return on Investment (Years)		3

Note: Payback Time is
Project costs-Com Ed
Rebate/Operating
Savings

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 9/3/2019
Re: Rebuild of Return Sludge Pump #3 - WWTP

Attached is a proposal from Illinois Pump for the rebuilding of a Wemco 10" submersible pump at the WWTP. This is the last of three return sludge pumps that transfer sludge to and from the aeration tanks to be rebuilt. RAS pump #1 was done in 2007 and RAS pump #2 was done in 2015. The cost of the rebuild is \$15,386.00 and will have a one-year parts warranty and 90-day labor warranty.

I would recommend approval of the proposal from Illinois Pump, in the amount of \$15,386.00, for rebuilding RAS pump #3 at the WWTP. This work will be paid for from Line Item #61-5-820-6010, Plant Repairs & Maintenance.



WE RESPOND!

COMMERCIAL
MUNICIPAL
INDUSTRIAL
IRRIGATION

24-Hour Emergency Service

ILLINOIS PUMP, INC.

1801 Winnetka Circle
Rolling Meadows, IL 60008
PHONE: (847) 368-PUMP(7867)
FAX: (847) 368-7868
www.illinoispump.com

Quote #19-IP-009168

Monday, August 26th, 2019

Page 1 of 3

Sent via: E-MAIL

Bill to: **City of Belvidere WWTP**

2001 Newburg Road
Belvidere, IL 61008

Contact: **Mr. Dean Chambers**

Ph: (815) 544-2072 Fax: (815) 544-3991

Cell: 815-871-8325 e-mail: belviderewwtp@yahoo.com

Site: **City of Belvidere WWTP**

2001 Newburg Road
Belvidere, IL 61008

Contact: **Mr. Dean Chambers**

Ph: (815) 544-2072 Fax: (815) 544-3991

Cell: 815-871-8325 e-mail: belviderewwtp@yahoo.com

Subject: Rebuild 10" Submersible Pump – WWTP; Return Sludge Pump #3

Dear Dean:

Thank you for the opportunity to quote on your submersible return sludge pump service. Our inspection determined that the equipment is in generally good condition with the exception of the impeller & impeller flange, replace hardware for cooling jacket and some minor motor work (dip & bake) to restore the windings insulation. Our rebuild proposal is outlined in the attached scope of supply.

Attached please find our recommended:

- Scope of Supply
- Special Notes
- Terms & Conditions

We will schedule your formal "work order" upon receipt of this signed proposal. Please sign the last page in the space provided and e-mail or fax all pages to the number noted above. Upon receipt we will contact you to schedule a firm date for installation.

If you have any questions, please contact me directly.

Best regards,

Rhonnie Maheu



WE RESPOND!

ILLINOIS PUMP, INC.

COMMERCIAL
MUNICIPAL
INDUSTRIAL
IRRIGATION

1801 Winnetka Circle
Rolling Meadows, IL 60008
PHONE: (847) 368-PUMP(7867)
FAX: (847) 368-7868
www.illinoispump.com

24-Hour Emergency Service

Quote #19-IP-009168

Monday, August 26th, 2019

Page 2 of 3

Scope of Supply: Turnkey Rebuild 10" Submersible Pump – WWTP; Return Sludge Pump #3

Illinois Pump will provide labor, material, and equipment to...

1. Removal and transportation to our shop completed on previous job IP-12341
2. Disassembly & inspection
3. Pump & Motor Repair (20.1/11 HP):
 - Motor bench tests: continuity, meg ohm, and run test (to confirm if motor repair is logical)
 - Disassemble pump & motor check all parts to our "rebuild" and factory specifications
 - Parts to be replaced:
 - upper & lower ball bearing
 - motor oil
 - double mechanical seal (assumes standard seal)
 - seal chamber oil
 - gaskets
 - grade 5 hardware
 - Impeller (cast iron), impeller bolt & impeller flange
 - Steam clean, dip & bake motor windings
 - Replace hardware for cooling jacket
 - Clean & sandblast all surfaces (inside and out)
 - Assemble & test
 - Prime & paint
4. Transport re-built pump and other equipment back to job site
5. Install re-built pump in same position with our crane truck
 - if confined space entry required, adder may apply
6. Field test to confirm proper operation after installation
7. Set to auto mode
8. Remove & discard all worn and/or replaced items
9. Clean and tidy immediate area around pump, final clean-up by others

Pump Manufacturer: *Wemco* Model: *F10K-HD-FE4A7* Serial Number: *07DW06632-01*

Estimated Total Cost (as listed above):.....\$15,386.00 Total

Options: (option pricing is valid when added at the same time as pump rebuild)

1. No options available

Special Discounts:

- Deduct \$1,000 from the price listed above if we receive your order by Friday, August 30th, 2019!
 - Your net price with the Special Discount will be 14,386 if ordered by the specified date.

→→→ Please clearly designate optional adders and discounts when entering your order!

End of Scope of Supply!



WE RESPOND!

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IRRIGATION

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Quote #19-IP-009168

Monday, August 26th, 2019

Page 3 of 3

Special Notes:

- **Work Schedule:** Pricing of this work is based on completion during regular business hours (07:00AM to 3:00PM). Work can be scheduled at other times at an additional cost.
- **Additional Parts:** Our experience tells us that as a minimum you will need the parts as outlined above. We will be unable to verify the condition of the internal components until the pump/motor is disassembled in our shop for further inspection. We will notify you in writing before proceeding of the costs for any additional parts that are required for proper repair. Our open-door policy invites you to visit our shop at any time during business hours to inspect the condition of your pump.
- **Sludge & Debris:** We will clean the pit as best we can to accommodate the removal of the pumps. We will advise if you need to have a "sludge removal company" clean the pit further for reinstallation.
- **Check Valve:** A properly functioning check valve is required to maintain our pump warranty. If the existing check valve is not functioning properly at start-up of the rebuilt pump, we will replace it with a new check valve and add this as a separate line item to our invoice.
- **Controls & Electrical Connections:** We will provide a general inspection of the controls and electrical connections during our service work. Proper controls and electrical connections are required to maintain our warranty. We will advise you if we find any control or electrical issues.
- **Parking & Access:** The closest, convenient on-site parking, along with clear, clean, and safe access to the equipment during our on-site service is required.
- **Extra Labor & Material:** Any work or material that is needed beyond what has been described in our proposal will be at additional cost. If additional costs are required, we will notify you before proceeding.

Terms & Conditions:

- **Delivery:** (after receipt of signed quote & formal order; subject to prior inventory levels)
 - Approx. 2-3 weeks
- **Payment Terms:**
 - Net 30 Days from invoice date (subject to credit approval)
 - Illinois Pump, Inc. standard terms applies; invoices not paid by due date are subject to a \$25 monthly late charge and 1.5% monthly compounding interest, plus all related collections costs, court costs, and reasonable legal fees; terms inconsistent with Illinois Pump standard terms and conditions which may appear on purchaser's formal order will not be binding on seller.
- **Sales Tax:**
 - please provide your tax-exempt certificate with your order
- **F.O.B.:** Local freight to your site included; factory freight to our shop will be added to your invoice
- **Warranty:** Illinois Pump, Inc. standard warranty applies, copy available on request
- **Validity:** Proposal is valid for thirty (30) days

Acceptance of Proposal:

The undersigned is authorized to sign on its company's behalf and hereby accepts this proposal as outlined above, subject to all of the terms and conditions set forth and agree to perform the same.

Approved By: _____ Title/Position: _____

(print name): _____ Acceptance Date: _____

PO# _____



WE RESPOND!

SALES • SERVICE • PARTS

24-Hour Emergency Service

ILLINOIS PUMP, INC.

1801 Winnetka Circle
 Rolling Meadows, IL 60008
 PHONE: (847) 368-7867
 FAX: (847) 368-7868
 www.illinoispump.com

ILLINOIS PUMP, INC.

THIS IS A LIMITED WARRANTY

Illinois Pump, Inc. warrants the products it supplies against defects in materials and workmanship under normal use, proper installation and service, for the respective time frame noted in the table below. Illinois Pump's liability and its customer's exclusive remedy under this warranty or any other warranty express or implied, is expressly limited to the purchase price, repair or replacement, at Illinois Pump's option, during said period, upon prompt written notice and proof of the defects satisfactory to Illinois Pump.

Type of Product/Service	Parts Warranty	Labor Warranty
Shop repairs only (no field labor)	90 days from date of shipment	30 days for shop labor from date of shipment
Shop repair install (customer removal, then IP field installation & start-up)	Six (6) months from date of installation	60 days from date of installation
Turnkey repairs (removal, shop repair, installation & start-up)	One (1) year from date of installation	90 days from date of installation
New products only (no field labor)	Respective manufacturer's warranty applies	30 days for shop labor from date of shipment
New products with installation & start-up	Respective manufacturer's warranty applies	90 days from date of installation

For applications not designed by Illinois Pump, Illinois Pump does not guarantee the suitability of any pump or part for a particular operation and shall not be liable for any incidental or consequential damage or expense (including without limitation loss of profits) arising from a breach of the foregoing warranty or misuse of its products.

This warranty does not apply to products altered or repaired by others, nor will Illinois Pump reimburse purchaser for any such alteration or repair.

Failure due to normal wear, misapplication, misuse, abuse or modifications not in compliance with manufacturer instructions are excluded from this warranty. There are no express warranties other than those contained in this agreement, unless specified in our written quotation dated prior to any work or service being provided.

All decisions as to the cause of failure are the sole determination of Illinois Pump.

All warranty claims must be submitted to Illinois Pump prior to the expiration of the warranty period. Prior approval must be obtained from Illinois Pump for return of any items for warranty consideration. A Return Goods Authorization Number obtained from Illinois Pump must be marked on items, which must be shipped freight prepaid.

Last updated April 5th, 2013

Your reliable source for pumps, motors, equipment and professional service

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 9/4/2019
Re: Street Department Garage – Lift Replacement

Both of the vehicle lifts at the Street Department garage have been red-tagged during the OSHA facility inspection and cannot be used until the necessary repairs are made. The cost of repairs to both lifts is \$6,633.27. Due to the age and the limited lifting capacity of 8,000 pounds, we have also looked at replacement lifts. We have received the following proposals for a new 12,000-pound lift:

- | | |
|---|------------|
| 1. Northern Tool Company
2118 W Beltline
Madison, WI 53713 | \$5,635.00 |
| 2. Snap-On Tool Company
309 Exchange Avenue
Conway, AR 72032 | \$6,500.00 |
| 3. NAPA Auto Parts
1200 Old Beloit Road
Belvidere, IL 61008 | \$6,858.61 |
| 4. Howard Lee & Sons
4093 Perryville Road
Cherry Valley, IL 61016 | \$7,165.00 |

I would recommend approval of the proposal from Northern Tool Company, in the amount of \$5,635.00, for the purchase of a BendPak Super Duty 2 post 12,000-pound lift for the Street Department garage. The price for the new lift is material only. Street Department Employees will remove the two existing lifts and install the new lift. The new lift will be paid for from Street Department Line Item #01-5-310-6010.

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 9/4/2019
Re: Bellwood/High School Storm Water Detention Project

The City's waiver request from IDOT for the Bellwood/High School storm water detention project has been approved (letter attached) which will allow us to proceed with the bidding and construction phases of this project. The estimated construction cost for this project is \$600,000. Also attached to this memo is a Construction Engineering Services Agreement submitted by CES, Inc, an amount not-to-exceed \$39,192.00. The cost is based on 25 days of actual construction and will be billed on a time and material basis.

I would recommend approval of the Construction Engineering Services Agreement from CES, Inc, in an amount not-to-exceed \$39,192.00, for the Bellwood/High School Storm Water Detention Project. This work will be paid for from Capital Funds.



Illinois Department of Transportation

Office of Highways Project Implementation / Region 2 / District 2
819 Depot Avenue / Dixon, Illinois 61021-3500

August 23, 2019

Mr. Brent Anderson
City of Belvidere - Department of Public Works
401 Whitney Boulevard
Suite 200
Belvidere, Illinois 61008

RE: Public Act 86-616 Waiver Request for Bellwood/ High School Storm
Water Detention

Dear Mr. Anderson:

This letter is in response to your letter dated July 23, 2019 requesting the issuance of a waiver from Public Act 86-616 for the proposed construction of the Bellwood detention pond and modification of the Belvidere High School detention pond.

The purpose of Public Act 86-616 is to ensure that sufficient right-of-way is available between detention areas and existing roadways to allow for the future addition of roadway lanes. In this particular location we believe that any such future additional lanes would be constructed from the median edge of the existing roadway. As such, the detention ponds would not be impacted if such a roadway expansion project were to occur.

Per Illinois Department of Transportation's Bureau of Design and Environment Manual, no more than two feet of water may be ponded at the roadway clear zone during a 100-year event. The Bellwood Ponds are well within the requirements of this policy as they are offset considerably from the right-of-way. The Belvidere High School pond has been evaluated and will meet this requirement. Please note that, due to its proximity to the right-of-way, there is no additional threshold for expansion of the high school pond beyond the limits that were included in the permit application.

The waiver is hereby granted. If you have further questions, please contact Rich Guise at 815-284-5361.

Sincerely,

A handwritten signature in black ink, appearing to read 'Masood Ahmad'.

Masood Ahmad, P.E.
Region Two Engineer

rg-0284:kjo



700 West Locust Street
Belvidere, Illinois 61008

Phone: (815) 547-8435

Fax: (815) 544-0421

Email: kevin.bunge@civilideas.com

August 16, 2019

Mr. Brent Anderson
Director of Public Works
City of Belvidere
401 Whitney Boulevard #200
Belvidere, IL 61008

SUBJECT: Proposal for Construction Engineering
Services Belvidere Ponds - B.H.S. & Bellwood

Dear Brent:

C.E.S. Inc. is pleased to submit this proposal for Construction Engineering services for the Belvidere Ponds - B.H.S. & Bellwood project. The proposal has been prepared in accordance with our recent telephone conversation, our experience on previous phases of the project and our knowledge of the project area.

Project Understanding

C.E.S. Inc. has completed plans for the "Belvidere Ponds - B.H.S. (Base Bid) & Bellwood (Alternate Bid)" project.

The B.H.S. pond is an expansion of the existing Belvidere High School detention pond located at the northeast quadrant of the intersection of East Avenue and U.S. Route 20.

Construction will include excavation around the pond perimeter, concrete channel, regrading of the pond bottom, rip rap placement and erosion control. This project will be publicly bid by the City of Belvidere.

The Bellwood Pond consists of two new detention ponds located North of U.S. Route 20.

The West pond is located along the easterly property line of Hope Evangelical Lutheran Church. This pond will not be constructed at this time.

The East pond consists of excavation of a new pond, outlet pipe and outlet manhole, and erosion control. This pond will be publicly bid as an alternate add-on to the B.H.S. Pond.

The City of Belvidere now desires to retain C.E.S. Inc. to provide Construction Engineering services for the proposed pond improvements described above. C.E.S. Inc. will provide construction observation services, construction administration including pay request and change order review, staking of improvements and record drawings.

Scope of Services

C.E.S. Inc. will provide construction phase services in accordance with the following work plan:

1. Meetings/Coordination - Meet with contractor and City of Belvidere staff, and others as required throughout the project duration to review progress and discuss relevant issues.
2. Construction Observation - This task involves on-site observation of contractor operations to ensure conformance with the contract documents. It is our intention to provide full-time observation including a resident engineer throughout the project duration.

Construction observation tasks will include:

- 21 Serving as the City's liaison with the Contractor primarily through the Contractor's superintendent, public/private utilities and various jurisdictional agencies.
 - 22 Relay public concerns, and answer questions from the public and property owners.
 - 23 Daily review and inspection of erosion control items. Provide IEPA NPDES inspection reports.
 - 24 Maintain a database of names, addresses and telephone numbers of subcontractors, contractors, suppliers, and utility companies and other agencies involved with the project.
 - 25 Alert the Contractor's field superintendent when un-approved materials or equipment or methods are being used and advise the City.
 - 26 Prepare Final "Punchlist".
3. Material Testing - It is anticipated that material testing will not be required for these projects.
 4. Construction Staking – Setting of stakes for site grading and storm sewer/structure construction as required.
 5. Documentation - Documentation services include tracking of actual quantities and record keeping including inspector's daily reports, quantity certifications, and weekly progress reports. We will utilize IDOT forms and procedures.
 6. Construction Administration – Review of Contractor's monthly pay requests and lien waivers, and change order recommendations and review.
 7. Record Drawings - Upon final completion, as-built record drawings will be prepared based on field survey completed by C.E.S. Inc. These drawings will show actual constructed conditions including storm sewer, structure rim and invert elevations, pond grading and any changes to the proposed improvements as detailed in the contract plans. One set of record drawings will be provided to the City in printed and electronic formats.



Fees

Fees for engineering services described are to be billed on a time and material basis. A Construction Engineering Fee Estimate along with our 2019 Rate Structure are attached to this letter proposal.

We appreciate the opportunity to provide this information and we trust that it meets with your approval. If acceptable, please execute this proposal where indicated below for the desired phase of work. Receipt of an executed copy of this proposal will serve as authorization to proceed with the work.

If you have any questions, please contact me at 815-547-8435 or kevin.bunge@civilideas.com.

Very truly yours,

C.E.S. Inc.

Kevin Bunge, P.E.
President

KB

Attachments/Enclosure



Exhibit 1

**Acceptance & Authorization Form – July 26, 2019 Proposal
Construction Engineering Services – Belvidere Ponds - B.H.S. & Bellwood**

C.E.S. Inc.

City of Belvidere


Authorized Signature

Authorized Signature

Kevin C. Bunge President

Printed Name and Title

Printed Name and Title

700 West Locust St. Belvidere,
Illinois 61008
815-547-8435 t, 815-544-0421 f

Date





700 West Locust Street
 Belvidere, Illinois 61008
 Phone: (815) 547-8435
 Fax: (815) 544-0421
 Kevin.Bunge@Civillideas.com

**BELVIDERE PONDS B.H.S & BELLWOOD
 CITY OF BELVIDERE, IL
 CONSTRUCTION ENGINEERING FEE ESTIMATE
 8/1/19**

BELVIDERE HIGH SCHOOL POND (BASE BID)

#	TASK	PRINCIPAL		SENIOR		STAFF		CONSTR.				
		ENG. HOURS	ENG. HRS	ENG. HRS	ENG. HRS	CREW HRS	DRAFTER HRS	INSPECTOR HRS	ADMIN HRS			
1	MEETINGS/COORDINATION	6	4	4	6	0	0	0	0	6	0	
2	CONSTRUCTION OBSERVATION	4	4	4	20	0	0	160	0			
3	CONSTRUCTION STAKING	0	0	0	4	12	6	0	0			
4	DOCUMENTATION	2	4	4	0	0	0	20	6			
5	CONSTRUCTION ADMINISTRATION	2	4	4	4	0	4	4	6			
6	RECORD DRAWINGS	0	0	0	4	8	8	2	2			
TOTAL HRS		14	16	16	38	20	18	192	14			
HOURLY RATE		\$147.00	\$120.00	\$120.00	\$100.00	\$140.00	\$89.50	\$79.50	\$47.50			
SUB-TOTAL		\$2,058.00	\$1,920.00	\$3,800.00	\$2,800.00	\$1,611.00	\$15,264.00	\$665.00				
TOTAL		\$28,118.00										

NOTES:

1. THIS FEE ESTIMATE IS FOR BUDGET PURPOSES ONLY. THE FEES FOR THE PROJECT WILL BE BILLED ON A TIME AND MATERIAL BASIS.
2. THE FEE ESTIMATE IS BASED ON A 35 CALENDAR DAY CONSTRUCTION PERIOD AND 20 ACTUAL DAYS OF CONSTRUCTION.

BELLWOOD POND (ALTERNATE BID)

#	TASK	PRINCIPAL		SENIOR		STAFF		CREW		DRAFTER		INSPECTOR		ADMIN	
		ENG. HOURS	ENG. HRS	ENG. HRS	ENG. HRS	ENG. HRS	ENG. HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS
1	MEETINGS/COORDINATION	4	4	4	4	0	0	0	0	0	0	4	4	0	0
2	CONSTRUCTION OBSERVATION	2	2	2	6	0	0	0	0	0	0	40	40	0	0
3	CONSTRUCTION STAKING	0	0	0	3	6	4	0	0	0	0	0	0	0	0
4	DOCUMENTATION	0	0	4	0	0	0	0	0	0	0	6	6	0	0
5	CONSTRUCTION ADMINISTRATION	1	2	2	2	0	0	0	0	2	2	3	3	3	3
6	RECORD DRAWINGS	0	0	0	2	4	4	4	4	4	4	2	2	2	2
TOTAL HRS		7	12	12	17	10	10	10	10	10	10	55	55	5	5
HOURLY RATE		\$147.00	\$120.00	\$120.00	\$100.00	\$140.00	\$140.00	\$140.00	\$140.00	\$89.50	\$89.50	\$79.50	\$79.50	\$47.50	\$47.50
SUB-TOTAL		\$1,029.00	\$1,440.00	\$1,440.00	\$1,700.00	\$1,400.00	\$1,400.00	\$1,400.00	\$895.00	\$895.00	\$4,372.50	\$4,372.50	\$237.50	\$237.50	\$237.50
TOTAL		\$11,074.00													

TOTAL \$11,074.00

NOTES:

1. THIS FEE ESTIMATE IS FOR BUDGET PURPOSES ONLY. THE FEES FOR THE PROJECT WILL BE BILLED ON A TIME AND MATERIAL BASIS.
2. THE FEE ESTIMATE IS BASED ON A 35 CALENDAR DAY CONSTRUCTION PERIOD AND 5 ADDITIONAL ACTUAL DAYS OF CONSTRUCTION.



GENERAL CONDITIONS & TERMS

ARTICLE 1 - SCOPE OF SERVICES TO BE PROVIDED BY CLIENT

The Client will furnish items and perform those services for fulfillment of the contract as follows:

- 1) Readily available paper and digital copies (in AutoCad format) of any services provided by others and necessary for the completion of the Engineer's work including but not limited to boundary surveys, topographical surveys, easements surveys, adjacent land information, land plan, soils report and any other relevant data.
- 2) Title Policy and/or Legal Description of subject property.
- 3) Copies of all correspondence regarding this project with any agency, consultant and/or individual.
- 4) Access to the property via 4-wheel drive pickup truck for investigational purposes.

ARTICLE 2 - SCOPE OF SERVICES TO BE PROVIDED BY ENGINEER

The Engineer shall perform those Engineering Services for the fulfillment of the contract as identified in the proposal letter attached hereto and made a part thereof this contract. C.E.S. Inc. will perform the required work as described in the "Contract" within a reasonable time frame. As with this type of work and the variable "unknowns" that may or may not exist; C.E.S. Inc. can not be held responsible for delays in the progress of a project due to unforeseen circumstances such as: delays or requests from clients, review agencies or authorities, changes in the scope of the project, soil conditions, etc.

ARTICLE 3 - COMPENSATION AND METHOD OF PAYMENT

The amounts payable under this contract shall be billed on a time and material basis as indicated in the proposal letter. An estimate of the fee is provided for information only. Engineer shall prepare and submit to the Client, no more frequently than once per month, an invoice and a progress report stating the percent completion of the work accomplished during the billing period. The invoice and progress report shall contain sufficient detail such that the billing can be reviewed for compliance with both the work schedule and fee schedule. C.E.S. inc. requires full payment of invoices within 15 days of the invoice date. Interest will be charged at the rate of 1.75% per month on invoices that become past due. Lack of payment within the stated time frame will result in a lien being filed against the property and work will be stopped and will not resume until payment in full has been made including any interest charges that may have been incurred. Furthermore an additional retainer may be required before work resumes. C.E.S. inc. will not be responsible for delays in a project because of a "Work Stoppage" due to lack of payment from clients.

ARTICLE 4 - PROGRESS

The Engineer shall, from time to time during the progress of the work, confer with the Client. The Engineer shall prepare and present such information as may be pertinent and necessary, or as may be requested by the Client, in order to evaluate features of the work. At the request of the Client or the Engineer, conferences shall be held at the Engineer's office. These conferences shall also include an evaluation of the Engineer's services and work when requested by the Client. Should the Client determine that the progress in production of the work does not satisfy the work schedule, the Client will review the work schedule with the Engineer to determine corrective action needed. The Engineer shall promptly advise the Client in writing of events which have a significant impact upon the progress of work, including: problems, delays, or adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure will be accompanied by a statement of the action taken, or contemplated, and any Client assistance needed to resolve the situation. Favorable developments or events which would enable meeting the work schedule goals sooner than anticipated shall also be communicated.

ARTICLE 5 - SUSPENSION

The Client may suspend the work, but not terminate the contract, by giving written notice a minimum of thirty (30) calendar days prior to the date of suspension. The thirty (30) day notice may be waived if approved in writing by both parties. The work will be reinstated and resumed in full force and effect within sixty (60) calendar days of receipt of written notice from the Client to resume the work. The sixty (60) day notice may be waived if approved in writing by both parties.

ARTICLE 6 - ADDITIONAL WORK

If the Engineer determines that any work it has been directed to perform is beyond the scope of this agreement and constitutes extra work, it shall promptly notify the Client in writing. In the event the Client agrees that such work constitutes extra work, the Client shall so advise the Engineer and a supplemental agreement may be executed, as provided in Article 8 - Supplemental Agreements. The Engineer shall not perform any additional work or incur any additional costs prior to the execution, by both parties, of a supplemental agreement. The Client shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to additional work not directly associated with the performance of the work authorized in this contract or as amended.

ARTICLE 7 - CHANGES IN WORK

If the Client finds it necessary to request changes to previously completed work or parts thereof which involve changes to the original scope of services or character of work under the contract, the Engineer shall make such revisions if requested and as directed by the Client. This will be considered additional work and paid for as specified under Article 6 - Additional Work. The Engineer shall make such revisions to the work to correct errors appearing therein. No additional compensation will be paid for the correction of errors.

ARTICLE 8 - SUPPLEMENTAL AGREEMENTS

The terms of this contract may be modified by supplemental agreement if the Client determines that there has been a significant change in the scope, complexity, or character of the service to be performed, or the duration of the work. No claim for extra work done or materials furnished shall be made by the Engineer until full execution of the supplemental agreement and authorization to proceed is issued by the Client.

ARTICLE 9 - DATA OWNERSHIP

All data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of this contract are the exclusive property of the Engineer. All documents prepared by the Engineer and all documents furnished to the Engineer by the Client shall be the property of the Engineer. The Client, at its own expense, may retain copies of such documents or any other data which it has furnished the Engineer under this contract.

ARTICLE 10 - PERSONNEL, EQUIPMENT AND MATERIAL

The Engineer shall furnish and maintain, at its own expense, office space for the performance of all services, and adequate and sufficient personnel and equipment to perform the services as required. All employees of the Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. The Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the services required under this contract.

ARTICLE 11 - SUBCONTRACTING

The Engineer shall not assign, subcontract or transfer any portion of the work under this contract without prior written approval of the Client. All subcontracts shall include the provisions required in this contract and shall be approved as to form, in writing, by the Client prior to work being performed under the subcontract.

ARTICLE 12 - EVALUATION OF WORK

The Client and its authorized representatives shall have the right at all reasonable times to review or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If a review or evaluation is being made on the premises of the Engineer or a subcontractor, the Engineer shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the Client representatives in the performance of their duties.

ARTICLE 13 - SUBMITTAL OF REPORTS

All applicable study reports shall be submitted in preliminary form for review by the Client before a final report is issued. Where applicable, the Client's comments on the Engineer's preliminary report shall be addressed in the final documents.

ARTICLE 14 - COMPUTER DOCUMENTS AND INFORMATION EXCHANGE

All computer files must be compatible with the Engineer's computer systems without conversion or modifications and must plot consistent with any reproducible plots submitted. All plots and graphics media provided by the Client shall be delivered to the Engineer.

ARTICLE 15 - VIOLATION OF CONTRACT TERMS / BREACH OF CONTRACT

Violation of the contract terms or breach of contract by the Client shall be grounds for termination of the contract and any increased cost arising from the Client's default, breach of contract,

or violation of contract terms shall be paid by the Client. This agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

ARTICLE 16 - TERMINATION

This contract may be terminated by any of the following conditions:

By mutual agreement and consent, in writing, of both parties;

By the Client, by notice in writing to the Engineer as a consequence of failure by the Engineer to perform the services set forth herein in a satisfactory manner;

By either party, upon the failure of the other party to fulfill its obligations as set forth herein;

By the Client, for reasons of its own and not subject to the mutual consent of the Engineer upon not less than thirty (30) calendar days written notice to the Engineer; and

By written notice from the Client upon satisfactory completion of all services and obligations described herein.

Should the Client terminate this contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Engineer. Compensation for work at termination will be based on a percentage of the work completed at that time.

ARTICLE 17 - COMPLIANCE WITH LAWS

The Engineer shall comply with all applicable Federal, State, and local laws, statutes, codes, ordinances, rules, regulations, and the orders and decrees of any court, administrative bodies or tribunals, in any manner affecting the performance of this contract, including, without limitation, worker's compensation laws, minimum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Engineer shall furnish the Client with satisfactory proof of its compliance.

ARTICLE 18 - ENGINEER'S RESPONSIBILITY

The Engineer shall be responsible for the accuracy of its work and shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts without compensation. The Engineer will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the project has been completed.

ARTICLE 19 - ENGINEER'S SEAL

The responsible Engineer shall sign, seal, and date all appropriate engineering submissions in accordance with the rules of the State Board of Registration for Professional Engineers.

ARTICLE 20 - RETENTION, AVAILABILITY OF RECORDS AND AUDIT REQUIREMENTS

The Engineer shall maintain all books, documents, papers, and shall make such materials available at its office during the contract period and for one (1) year from the date of final payment under this contract. The Client or any of its duly authorized representatives shall have access during normal business hours to any and all books, documents, papers, and records (not including financial) of the Engineer which are directly pertinent to this contract for the purpose of making examinations, and for checking the amount of work performed by the Engineer.

ARTICLE 21 - INSURANCE

The Engineer shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows: Workers' Compensation, in the amount of the statutory obligations imposed under the Workers' Compensation Law.

Commercial General Liability, in limits of liability not less than one million dollars (\$1,000,000) combined single limit each occurrence and in the aggregate for bodily injury and property damage. Business Automobile Policy, in limits of liability not less than two hundred fifty thousand dollars (\$250,000) each person for bodily injury, and one hundred thousand dollars (\$100,000) each occurrence for property damage. Professional Liability in limits of one million dollars (\$1,000,000) each occurrence and in the aggregate. The Engineer shall furnish proof of insurance by means of a completed Certificate of Insurance Form. The Engineer will be considered in breach of contract should the Engineer fail to maintain the required insurance coverage during the contract period of this contract.

ARTICLE 22 - SUCCESSORS AND ASSIGNS

The Engineer and the Client do hereby bind themselves, their successors, executors, administrators, and assigns to each other party of this agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract. The Engineer shall not assign, subcontract, or transfer its interest in this contract without the prior written consent of the Client.

ARTICLE 23 - SEVERABILITY

In the event any one or more of the provisions contained in this contract, for any reason, shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof. This contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 24 - PRIOR CONTRACT SUPERSEDED

This contract constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matters defined herein.

ARTICLE 25 - NOTICES

All notices to either party by the other, required under this contract, shall be personally delivered or mailed to such party at the following respective address:

CLIENT

City of Belvidere - Public Works Department

401 Whitney Boulevard #200

Belvidere, Illinois 61008

Attn: Brent Anderson

ENGINEER

C.E.S Inc.

700 W. Locust Street

Belvidere, IL 61008

Attn: Kevin C. Bunge, P.E.

Congratulations



Jason Swanson on his promotion to Lieutenant

The promotional ceremony will be held at City Hall – 11:00 am.

Friday, September 13th, 2019

**Reception will be immediately after in the
Station#1 training room; located at 123 S. State St.**

Cake & Coffee will be served

*Please come and congratulate Jason on his
accomplishment.*