



City Council  
**COMMITTEE OF THE WHOLE**  
*City of Belvidere, Illinois*

Aldersperson Natalie Mulhall	Chairman Building
Aldersperson Sandra Gramkowski	Vice-Chairman Building
Aldersperson Wendy Frank	Chairman Finance and Personnel
Aldersperson Ric Brereton	Vice-Chairman Finance and Personnel
Aldersperson Mike McGee	Chairman Planning & Zoning
Aldersperson Clayton Stevens	Vice-Chairman Planning & Zoning
Aldersperson Matthew Fleury	Chairman Public Safety
Aldersperson John Albertini	Vice-Chairman Public Safety
Aldersperson Daniel Snow	Chairman Public Works
Aldersperson Marsha Freeman	Vice-Chairman Public Works

**AGENDA**

April 8, 2024  
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:

1. Building, Planning & Zoning, Unfinished Business: None.
2. Building, Planning & Zoning, New Business:
  - A. Building Department – Update.
  - B. Planning & Zoning Department – Update.

C. Special Use Extension – 1125 N. State Street (Car Wash).

3. Public Works, Unfinished Business: None.

4. Public Works, New Business:

A. Public Works Department – Update.

B. Block Party Request Cloverdale Way.

C. 2024 Sidewalk Replacement Program.

D. 2024 Tree Program Bid Tabulation.

E. 2024 Landscape Maintenance Bid Tabulation.

F. 2024 Mowing Program – Bid Tabulation.

G. Newburg Road STBG Grant Project – Construction Engineering.

H. 2024 MFT Street Maintenance Program.

I. Hawkey Water Main Recapture – Water Department.

J. Asphalt Patch Wagon Replacement – Street Department.

K. WWTP Sump Pump Modifications – Main Equipment Building.

L. Tornado Sirens 2024 Maintenance Agreement - Braniff Communications.

5. Adjournment:

## Gina Delrose

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**From:** Daniel Gunsteen  
**Sent:** Wednesday, March 6, 2024 3:37 PM  
**To:** Gina Delrose  
**Subject:** Extention

This message originated from an **External Source**. DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

I just want to extend SUP 2023-11 to for 90days so that we can start this spring

Thank you,  
Dan Gunsteen



# City of Belvidere • Illinois

City Hall: 401 Whitney Blvd.  
Belvidere, Illinois 61008-3710  
(815) 544-2612 • Fax (815) 544-3060  
cityclerk@ci.belvidere.il.us

## BLOCK PARTY REQUEST FORM Street Closure Required

Name:

Tammy Hall

Applicant's Address:  
(for barricades drop-off and pickup)

1730 Cloverdale Way

Phone Number:

Email:

Date of Block Party/Street  
Closure:

May 26, 2024

Time of Block Party:

2 pm

Estimated number of  
Individuals participating:

75 - 100

Description of Planned  
Activities:

music, games.

Street to be blocked:

Cloverdale Way

From (Street):

Huntington

To (Street):

Fairfield

I confirm that all residents of the affected area have been notified of the closure and there are no objections:

Yes

The undersigned hereby acknowledges, understands and agrees to the following: If this request is authorized by the Belvidere City Council it is the responsibility of participants to place from and return street barricades to the terrace.

Furthermore, section 10-40 of the Belvidere Code of Ordinances prohibits use of alcoholic liquor on any public street or sidewalk. This ordinance states "it shall be unlawful to any person to consume alcoholic liquor or to have any alcoholic liquor in his possession...on any public street, sidewalk, etc." This ordinance applies to block parties.

Tammy Hall 4/3/24

Signature of Resident

Date

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 3/14/2024  
**Re:** 2024 Sidewalk Replacement Program

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The following bids were received for the City's annual sidewalk replacement program:

Bidder	Amount
1. Globe Construction 1781 W Armitage Ct Addison, IL 60101	\$216,250.00
2. Campos Construction 1201 12 <sup>th</sup> Street Rockford, IL 61104	\$247,775.00
3. Stenstrom Excavation & Blacktop Group 2422 Center Street Rockford, IL 61108	\$252,575.00
4. Alliance Contractors Inc. 1166 Lake Avenue Woodstock, IL 60098	\$363,955.00

I would recommend approval of the low bid from Globe Construction in the amount of \$216,250.00, for the City's annual sidewalk program. The unit prices are \$12.00/sf for removal and replacement of 4" sidewalk and \$10.00/sf for removal and replacement of 6" sidewalk. This work will be paid for from Line Item #01-5-310-6003 and Line Item #41-5-110-7900.

- 2023 unit prices: \$11.00/sf for 4" and \$10.80/sf for 6"
- 2022 unit prices: \$8.10/sf for 4" and \$7.10/sf for 6"
- 2021 unit prices: \$8.15/sf for 4" and \$7.20/sf for 6"
- 2020 unit prices: \$8.73/sf for 4" and \$7.50/sf for 6"
- 2019 unit prices: \$10.45/sf for 4" and \$8.80/sf for 6"

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 3/14/2024  
**Re:** 2024 Tree Program Bid Tabulation

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The following bids were received for the 2023 Tree Work Program:

- |   |             |
|---|-------------|
| 1. Trees "R" Us, Inc<br>P.O. Box 6014<br>Wauconda, IL 60084                 | \$68,600.00 |
| 2. Tree Care Enterprises, Inc.<br>5563 Kilburn Avenue<br>Rockford, IL 61101 | \$74,000.00 |

I would recommend approval of the low bid from Trees "R" Us, Inc, in the amount of \$68,600.00, for tree work from May 1, 2024 to April 30, 2025 for the City of Belvidere.

The unit prices for this contract are as follows:

	2024	2023	2022
1. Tree Removal (6" to 15" Dia)	\$22.00/InDia	\$17.00/In Dia	\$17.00/In Dia
2. Tree Removal (Over 15" Dia)	\$44.00/InDia	\$34.00/In Dia	\$30.50/In Dia
3. Stump Grinding	\$9.50/InDia	\$7.00/In Dia	\$7.00/In Dia

This work will be paid for from Forestry Funds. The budget for this work is \$65,000.00.

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 4/2/2024  
**Re:** 2024 Landscape Maintenance Bid Tabulation

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The following bids were opened today for the 2024 landscape maintenance program:

- 1. Lawn Maintenance Services \$23,480.00  
3344 Garden Prairie Road  
Garden Prairie, IL 61038
  
- 2. LawnCare by Walter, Inc. \$28,246.00  
31745 North Alleghany Road  
Grayslake, Illinois 60030
  
- 3. Nico's Landscaping \$29,600.00  
2706 Winfield Lane  
Belvidere, IL 61008

I would recommend approval of the low bid from Lawn Maintenance Services, in the amount of \$23,480.00, for the 2024 landscape maintenance program. This work will be paid for from Street Department Line Items #01-5-310-6002 and #01-5-310-6826.

2023 Price: \$22,690.00  
2022 Price: \$21,775.00  
2021 Price: \$23,404.98  
2020 Price: \$23,705.00  
2019 Price: \$23,721.00

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 3/14/2024  
**Re:** 2024 Mowing Program – Bid Tabulation

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The following bids were received for the mowing of Water Department properties, Public Works properties and the Farmington Ponds:

1. Nico's Landscaping 2706 Winfield Lane Belvidere, IL 61008	Water: \$600.00 per mowing, \$800.00 herbicide Public Works: \$1,300.00 per mowing, \$2,250.00 herbicide Ponds: \$425.00 per mowing, \$960.00 herbicide
2. LawnCare by Walter, Inc. 1515 S Meridian Rd Rockford, IL 61102	Water: \$620.00 per mowing, \$984.00 herbicide Public Works: \$900.00 per mowing, \$2,388.00 herbicide Ponds: \$410.00 per mowing, \$1,200.00 herbicide

Based on review of the bids, I would recommend the following:

Approval of the low bid from Nico's Landscaping, in the amount of \$600.00 per mowing, for the mowing of Water Department Sites. This work will be paid from Water Department Line Item #61-5-810-6040.

2023: \$470.00 per mowing  
2022: \$420.00 per mowing  
2021: \$350.00 per mowing

Approval of the low bid from LawnCare by Walter, in the amount of \$900.00 per mowing, for the mowing of the Public Works Sites. This work will be paid from Street Department Line Item #01-5-310-6002.

2023: \$850.00 per mowing  
2022: \$800.00 per mowing  
2021: \$720.00 per mowing

Approval of the low bid from LawnCare by Walter, in the amount of \$410.00 per mowing, for the Farmington Ponds. This work will be paid from the Farmington Pond Maintenance Fund.

2023: \$250.00 per mowing  
2022: \$225.00 per mowing  
2021: \$225.00 per mowing



# Memo

**To:** Mayor & City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** April 1, 2024  
**Re:** Newburg Road STBG Grant Project – Construction Engineering

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The Council has approved the low bid from Rock Road Companies for the Newburg Road STBG Grant Project in the amount of \$636,212.16. Attached to this memo is a proposal from IMEG for the construction engineering services required for this project. The project will provide a new bituminous surface and paved shoulders on Newburg Road from Irene Road to the Kishwaukee River bridge. The proposal is on a time and material basis with a total cost not-to-exceed \$78,806.00. The cost includes required material sampling and testing to support the construction of the project.

I would recommend approval of the construction engineering services agreement with IMEG, in an amount not-to-exceed \$78,806.00, for the Newburg Road STBG Project. This work will be paid for from MFT funds.



**Local Public Agency  
Engineering Services Agreement**

Using Federal Funds?  Yes  No      Agreement For:       Agreement Type:

**LOCAL PUBLIC AGENCY**

Local Public Agency	County	Section Number	Job Number
Belvidere	Boone	23-00117-00-RS	C-92-075-23
Project Number	Contact Name	Phone Number	Email
SIPS-015	Brent Anderson	(815) 544-2612	banderson@belvidereil.gov

**SECTION PROVISIONS**

Local Street/Road Name	Key Route	Length	Structure Number
Newburg Road	FAU 5009	1.4 mi.	N/A
Location Termini			Add Location
Kishwaukee River Bridge to Irene Road			Remove Location

Project Description  
 Milling and resurfacing of Newburg Road and constructing 6-ft wide shoulders (2-ft asphalt and 4 ft-aggregate) along both the east and westbound lanes. Restoration is limited to topsoil and seeding adjacent to the shoulders to tie into the existing slope.

Engineering Funding       MFT/TBP     State     Other

Anticipated Construction Funding     Federal     MFT/TBP     State     Other

**AGREEMENT FOR**

Phase III - Construction Engineering

**CONSULTANT**

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
IMEG Consultants Corp	Eric Moe	(309) 296-0407	Eric.C.Moe@imegcorp.com
Address	City	State	Zip Code
401 E. State St., 4th Floor	Rockford	IL	61104

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer      Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
- Resident Construction Supervisor      Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
- In Responsible Charge      A full time LPA employee authorized to administer inherently governmental PROJECT activities
- Contractor      Company or Companies to which the construction contract was awarded

## AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant (CECS) Services Worksheet (BLR 05513 or BLR 05514 )
- EXHIBIT \_\_\_ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- EXHIBIT E: Geocon Proposal
- \_\_\_\_\_
- \_\_\_\_\_

### I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Construction Engineering Contracts:
  - (a) For Quality Assurance services, provide personnel who have completed the appropriate STATE Bureau of Materials QC/QA trained technical classes.
  - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
10. That engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

### II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
  - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
  - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:
  - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
  - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as

determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

- (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
- (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

Percent

Lump Sum

Specific Rate

Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = ( 0.33 + R ) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

**Field Office Overhead Rates:** Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

6. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

### III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy. The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data

if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
  - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
  - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
  - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (e) and
  - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT < or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (a) abide by the terms of the statement; and
    - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

- (b) Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's or contractor's policy to maintain a drug free workplace;
  - (3) Any available drug counseling, rehabilitation and employee assistance program; and
  - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (b) paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the DEPARTMENT agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq).
- 11. For Construction Engineering Contracts:
  - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee in Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
  - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
  - (c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
  - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
  - (e) Inspection of all materials when inspection is not provided at the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

**AGREEMENT SUMMARY**

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
IMEG Consultants Corp	47-5145628	\$66,776.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Geocon	45-0644817	\$10,030.00
Subconsultant Total		\$10,030.00
Prime Consultant Total		\$66,776.00
Total for all work		\$76,806.00

**AGREEMENT SIGNATURES**

Executed by the LPA:

Local Public Agency Type

Local Public Agency

Attest:

The

City

of

Belvidere

By (Signature & Date)

[Signature & Date box for LPA representative]

By (Signature & Date)

[Signature & Date box for Engineer representative]

Local Public Agency

Local Public Agency Type

Title

Belvidere

City

Clerk

Mayor

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

IMEG Consultants Corp

By (Signature & Date)

[Signature: J.A. P... Date: March 27, 2024]

Title

Administrative Assistant

By (Signature & Date)

[Signature: Eric C. Moore Date: March 27, 2024]

Title

Client Executive

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

[Signature & Date box for Regional Engineer]

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Belvidere	IMEG Consultants Corp	Boone	23-00117-00-RS

**EXHIBIT B  
PROJECT SCHEDULE**

Project will start late Spring, 2024 and there are 25 working days.



Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Belvidere	IMEG Consultants Corp	Boone	23-00117-00-RS

**Exhibit C  
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

**Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.**

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>
5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input type="checkbox"/>
Project Criteria		Weighting	
8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>
Selection committee (titles) for this project			
Top three consultants ranked for this project in order			
1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input type="checkbox"/>	<input type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input type="checkbox"/>	<input checked="" type="checkbox"/>



EXHIBIT D  
 COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET  
 FIXED RAISE

<b>Local Public Agency</b> City of Belvidere	<b>County</b> Boone	<b>Section Number</b> 23-00117-00-RS
<b>Prime Consultant (Firm) Name</b> IMEG Consultants Corp.	<b>Prepared By</b> Lesly Pavlas	<b>Date</b> 3/18/2024
<b>Consultant / Subconsultant Name</b> IMEG Consultants Corp.	<b>Job Number</b> C-92-075-23	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

**Remarks**

**PAYROLL ESCALATION TABLE**

CONTRACT TERM	6	MONTHS	OVERHEAD RATE	170.33%
START DATE	4/15/2024		COMPLEXITY FACTOR	
RAISE DATE	5/1/2024		% OF RAISE	2.00%
END DATE	10/14/2024			

**ESCALATION PER YEAR**

Year	First Date	Last Date	Months	% of Contract
0	4/15/2024	5/1/2024	1	16.67%
1	5/2/2024	10/1/2024	5	85.00%

---

**The total escalation = 1.67%**









Local Public Agency

City of Belvidere

County

Boone

Section Number

23-00117-00-RS

Consultant / Subconsultant Name

IMEG Consultants Corp.

Job Number

C-92-075-23

AVERAGE HOURLY PROJECT RATES
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 2

Table with columns: PAYROLL CLASSIFICATION, AVG HOURLY RATES, TOTAL PROJ. RATES (Hours, % Part, Wgtd Avg), Project Administration (Hours, % Part, Wgtd Avg), Construction Observation (Hours, % Part, Wgtd Avg), Meetings (Hours, % Part, Wgtd Avg), Site Visits (Hours, % Part, Wgtd Avg), Documentation & File Mgmt (Hours, % Part, Wgtd Avg). Includes rows for Client Executive, Senior Construction Admini, Senior Surveyor III, Crew Chief II, and a TOTALS row.

**Local Public Agency**

City of Belvidere

**County**

Boone

**Section Number**

23-00117-00-RS

**Consultant / Subconsultant Name**

IMEG Consultants Corp.

**Job Number**

C-92-075-23

**AVERAGE HOURLY PROJECT RATES**

**EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET**

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Staking			Geocon QA Testing														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Client Executive	79.94																		
Senior Construction Administ	42.48																		
Senior Surveyor III	52.12	4	20.00%	10.42															
Crew Chief II	34.70	16	80.00%	27.76															
<b>TOTALS</b>		20.0	100%	\$38.18	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00





Construction Testing Cost Estimate - Proposal No. 24-P301  
Newburg Rd. 23-00117-00-RS – Belvidere, IL - March 27, 2024

**ITEM 1 & 2: Concrete Testing & Inspection and Bituminous Paving Inspection and Testing**

Senior Engineering Technician: Perform Concrete Testing and Asphalt Density Testing for HMA.

Estimated Total Hours:	0 days @	8 hrs./day	0.0 Hours	Subgrade/Subbase Testing and Inspection
	0 days @	4 hrs./day	0.0 Hours	Subgrade/Subbase Testing and Inspection
	0 days @	8 hrs./day	0.0 Hours	Concrete Testing and Inspection
	0 days @	4 hrs./day	0.0 Hours	Concrete Testing and Inspection
	7 days @	8 hrs./day	56.0 Hours	Asphalt Paving
	0 days @	4 hrs./day	0.0 Hours	Asphalt Paving
	0 days @	4 hrs./day	0.0 Hours	Plant Sampling
	0 days @	2 hrs./day	0.0 Hours	Cylinder Pick Up
	7 days		56.0	
	3 days	2.0 hrs/day	6.0 Hours	(Overtime)
			6.0 Hours	

Item	Quantity	Unit Fee	Total
Senior Engineering Technician	56.0 Hours	\$ 125.00	\$ 7,000.00
Senior Engineering Technician-Overtime	0.0 Hours	\$ 188.00	\$ -
Asphalt Core (Gmb), per core (not anticipated but included if chosen)	24.0 Cores	\$ 60.00	\$ 1,440.00
HMA Gyration Compaction Test (Gmm, Gmb, Voids)	0.0 Tests	\$ 275.00	\$ -
HMA Extraction test	0.0 Tests	\$ 220.00	\$ -
Trip Charge	7.0 Trips	\$ 60.00	\$ 420.00
Moisture Density Relationship (Std./Mod. Proctor)	0.0 Each	\$ 275.00	\$ -
Concrete Compression Tests, per cylinder	0.0 Tests	\$ 25.00	\$ -
Nuclear Density Gauge, per day	6.0 Days	\$ 50.00	\$ 300.00
Project Engineer	6.0 Hours	\$ 145.00	\$ 870.00
Senior Engineer	0.0 Hours	\$ 189.00	\$ -

**Total Estimated Cost: \$ 10,030.00**

- All field testing will be billed portal to portal to and from our office with a minimum charge of 4 hrs, including same day cancellations. If total testing exceeds 6 hours, it will be billed for a minimum 8 hour day. Full time testing, starting on the sixth consecutive 8 hour day will be billed for onsite time only.
- Client and or contractor is responsible for providing safe access to all areas needing to be tested and or inspected including manlifts, scaffolds etc.
- Overtime approved by the Client will be invoiced at 1.5x standard rate for work beyond eight (8) hours/day, work outside the standard 7:00-3:00 shift, and Saturdays. Sundays and Holidays will be 2.0 x standard rates. Sundays and Holidays will be 2.0 x standard rates.
- Night shift work will be invoiced at 1.25 x standard rate.
- All fixed hourly labor rates included in GEOCON's proposal that are governed by the Collective Bargaining Agreement (CBA) with Local 150 are subject to automatically increase March 1st of every year based on the % increase included in the governing CBA.
- Lab testing performed on Saturdays at the request of the client will include an additional lab fee of \$200 per day.
- Services and fees not listed will be quoted upon request. The above prices include one hard copy of reports distributed as requested and electronic distribution as needed to applicable parties.
- Invoices will be due within 30 days from the date of issue.



**Item 1. Scope of Work.** GEOCON Professional Services, LLC (GEOCON) shall perform services in accordance with an "agreement" made with the "client". The agreement consists of GEOCON's proposal, Standard Fee Schedule, and these General Conditions. The "client" is defined as the person or entity requesting and/or authorizing the work, and in doing so, client represents and warrants that he is duly authorized in this role, even if performed on behalf of another party or entity, in which case the other party or entity is also considered as the client. The hiring of GEOCON signifies the acceptance of this proposal and the terms of this agreement.

The fees for services rendered will be billed in accordance with the Standard Fee Schedule; unit rates for services not covered in the Fee Schedule or elsewhere in the agreement can be provided. Any cost estimates stated in this contract shall not be considered as a firm figure unless otherwise specifically stated in this contract. The standard prices proposed for the work are predicated upon the client's acceptance of the conditions and allocations of risks and obligations described in the agreement. The client agrees to impart the terms of this agreement to any third party to whom client releases any part of GEOCON's work, GEOCON shall have no obligations to any party other than those expressed in this agreement. All fixed hourly labor rates included in GEOCON's proposal that are governed by the Collective Bargaining Agreement (CBA) with Local 150 are subject to automatically increase March 1<sup>st</sup> of every year based on the % increase included in the governing CBA.

**Item 2. Site Access.** The client will provide for the right-of-access to the work site. In the event the work site is not owned by the client, client represents to GEOCON that all necessary permissions for GEOCON to enter the site and conduct the work have been obtained. While GEOCON shall exercise reasonable care to minimize damage to the property, the client understands that some damage may occur during the normal course of work, that GEOCON has not included in its fee the cost of restoration of damage, and that client will pay for such restoration costs.

**Item 3. Personnel Responsibility.** The presence of GEOCON field representatives will be for the purpose of providing observation and field testing and does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor (s) for this project should be so advised. The contractor should also be informed that neither the presence of, nor the observation and testing by GEOCON personnel shall excuse the contractor in any way for defects discovered in his work. It is understood that GEOCON will not be responsible for job or site safety of the project. Job and site safety will be the sole responsibility of the contractor unless contracted to others.

**Item 4. Observations and Tests.** The term "observation" implies only that GEOCON should observe the applicable portions of the work we have agreed to be involved with and perform tests, from which to develop an opinion as to whether the work essentially complies with the job requirements. Client shall cause all tests and observation of the site, materials and work performed by GEOCON or others to be timely and properly performed in accordance with the plans, specifications and contract documents, and GEOCON's recommendations. No claims for loss, damage or injury shall be brought against GEOCON by client or any third party unless all tests and observations have been so performed and unless GEOCON's recommendations have been followed.

**Item 5. Accuracy of Test Locations and Elevations.** The accuracy and proximity of provided survey control will affect the accuracy of in-situ test location and elevation determinations. Unless otherwise noted, the accuracy of test locations and elevations will be commensurate only with pacing and approximate measurements or estimates.

**Item 6. Degree of Certainty of Compliance.** With any manufactured product, there are statistical variations in its uniformity, and in the accuracy of tests used to measure its qualities. As compared with other manufactured products, field construction usually has wider fluctuations in both product and test results. Thus, even with the very careful observations and testing, it cannot be said that all parts of the product comply with the job requirements. Our proposal is for the Scope of Services requested by our client and as scheduled by the client or client's representative. The degree of certainty for compliance with project specifications is much greater with full-time observation and testing than it is with intermittent observation and testing.

**Item 7. Hazardous Materials and Conditions.** Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the client, or other involved or contacted parties, to advise GEOCON of any known or suspected undocumented fills, hazardous materials, by-products, or constituents, and any known environmental, geologic, and geotechnical conditions, which exist on or near any premises upon which work is to be performed by GEOCON employees or subcontractors or which in any other way may be pertinent to GEOCON's proposed services.

The discovery of unanticipated hazardous materials, or suspected hazardous materials, may require that special and immediate measures be exercised to protect the health and safety of GEOCON site personnel and/or the public. GEOCON may at its option and on the basis of its judgment and opinion, exercise such precautions to complete the project, or terminate further work on the project. In either case, the client will be notified as soon as practically possible, and the client agrees to bear all reasonable and equitable cost adjustments, if any, associated with such measures taken.

**Item 8. Reports and Ownership of Documents.** GEOCON will furnish three copies of the report to the client. Additional copies will be furnished to the owner or others at the rate specified in the fee schedule. All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by GEOCON as instruments of service, shall remain the property of GEOCON, unless there are other contractual agreements. GEOCON will retain final reports relating to the services performed for a period of 5 years following submission of the report. Client agrees to return upon demand and will not use for any purpose whatsoever all reports and other work furnished to client or his agent which are not paid for.

**Item 9. Confidentiality.** GEOCON shall hold confidential the business and technical information

obtained or generated in performance of services under this agreement and identified in writing by the client as "confidential". GEOCON shall not disclose such information except if such disclosure is required by governmental statute, ordinance, or regulation; for compliance with professional standards of conduct for public safety, health, and welfare concerns; or for protection of GEOCON against claims or liabilities arising from performance of its services.

The technical and pricing information contained in any report or proposal submitted by GEOCON is to be considered confidential and proprietary and shall not be released or otherwise made available to any third party without the express written consent of GEOCON.

**Item 10. Standard of Care.** GEOCON will perform the services under this agreement in accordance with generally accepted practice, in a manner consistent with that level of care and skill ordinarily exercised by members of this profession under similar circumstances. No other warranties implied or expressed, in fact or by law, are made or intended in this agreement. The client recognizes that subsurface soil, groundwater and other materials can vary between sampling and testing points and with time, and that the interpretation of data, and opinions and recommendations made by GEOCON are based solely on obtained data. Such limitations can result in a redirection of conclusions and interpretations where new or changed information is obtained. GEOCON will not be responsible for the interpretation by others, of data obtained by GEOCON.

**Item 11. Limitations of Liability.** The client agrees to limit GEOCON's liability to the client and all parties claiming through the client or otherwise claiming reliance on GEOCON's services, allegedly arising from GEOCON's professional acts or errors and omissions, to a sum not to exceed the lesser of GEOCON's fees for the services performed on the project, or \$25,000.00, provided that such claims are not attributable to GEOCON's gross negligence or intentional misconduct. In this latter event, the limit of liability will be increased to \$25,000 less any applicable insurance amount covering alleged damages or claims. In no event shall GEOCON or any other party to this agreement, including parties which may have or claim to have a direct or indirect reliance on GEOCON's services, be liable to the other parties for incidental, indirect, or consequential damages arising from any cause.

**Item 12. Insurance and Indemnity.** GEOCON represents that they now carry, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over their employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Additionally, insured on a primary and non-contributory basis with respect to the general liability and auto liability coverage only. Waivers of subrogation applies to the general liability, auto liability, and workers compensation in favor of the stated additional insureds. Certificates of insurance can be provided to the client upon written request. GEOCON shall not be responsible for any loss, damage, or liability beyond the insurance limits and conditions. GEOCON agrees to indemnify the client from and save client harmless against any loss, damage, or liability stemming from acts of gross negligence by GEOCON. Except as expressly set forth in Item Nos. 11 and 12, the client agrees to hold GEOCON, its officers, directors, agents, and employees, harmless from any claims, suits or liability including but not limited to attorney fees, costs of settlement and other incidental costs, for personal injury, death, illness, property damage or any other loss, allegedly arising from or related to GEOCON's performance of work.

**Item 13. Modification.** This agreement and all attachments pursuant to this agreement represent the entire understanding between the parties, and neither the client nor GEOCON may amend or modify any aspect of this contract unless such alterations are reduced to writing and properly executed by the parties hereto. These terms and conditions shall supersede all prior or contemporaneous communications, representations, or agreements, and any provisions expressed or implied in the request for proposal, purchase order, authorization to proceed, or other contradictory provisions, whether written or oral.

**Item 14. Termination.** This agreement may be terminated by either party upon seven day's prior written notice. In the event of termination, GEOCON shall be compensated by the client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place GEOCON's files in order and/or protect its professional reputation.

**Item 15. Payment.** Invoices for performed work will be submitted monthly for services rendered the prior month and/or upon completion of said services, payable within 30 days of invoice date. The fees quoted are based upon an expected timely payment. An interest charge of 1.5% per month will be added to delinquent charges; however, GEOCON at its option may terminate its services due to client's failure to pay when due. In the event of termination of services prior to completion, client shall compensate GEOCON for all services performed prior to and for such termination.

**Item 16. Sample Disposal.** Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed of thirty (30) days after submission of GEOCON's report.

**Item 17. Third Party Reliance.** The Services provided are for GEOCON and Client's sole benefit and exclusive use with no third-party beneficiaries intended. Reliance upon the Services and any work product is limited to Client and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, GEOCON will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return a reasonably acceptable reliance agreement and GEOCON receives an agreed-upon reliance fee.

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 4/3/2024  
**Re:** 2024 MFT Street Maintenance Program

---

The following is the proposed MFT Street Maintenance Program for 2024:

**Arterial & Collector Street Overlays:**

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Ward</u>	<u>Quantity</u>	<u>Distance</u>
Newburg Road	Irene Road	Bridge	1&2	21,377 SY	7,260 LF

**Residential Overlays:**

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Ward</u>	<u>Quantity</u>	<u>Distance</u>
7th Ave	W 6th St	W 12th St	1	8,594 SY	2,275 LF
Allen St	5th Ave	Columbia Ave	1	6,570 SY	2,190 LF
Royal Ave	Newburg Rd	Clines Ford St	2	6,417 SY	1,925 LF
Farmers National Dr	E 6th St	National Sewing Ave	3	2,454 SY	650 LF
National Sewing Ave	Farmers National Dr	Baltic Mill Dr	3	5,285 SY	1,400 LF
Baltic Mill	E 6th St	National Sewing Ave	3	1,982 SY	525 LF
Rivebend Ln	Bonus Ave	End	4	1,922 SY	418 LF
Taylor Ridge	Lawrenceville Rd	Indian Dancer Trl	4	14,181 SY	3,840 LF
Doc Wolf Dr	N State St	Henry Luckow Ln	4	2,376 SY	610 LF
Garfield Ave	W 8th St	W 9th St	5	1,691 SY	610 LF
Fox Field Dr	Perrsons Pkwy	End	5	7,571 SY	2,465 LF

Current MFT regulations require that ADA compliant sidewalk returns at all intersections of the streets being overlaid must be in place or installed in conjunction with the overlay project. There is \$575,000 budgeted in MFT for the Street Maintenance Program, not including the Newburg Road Resurfacing grant project.

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 4/2/2024  
**Re:** Hawkey Water Main Recapture – Water Department

---

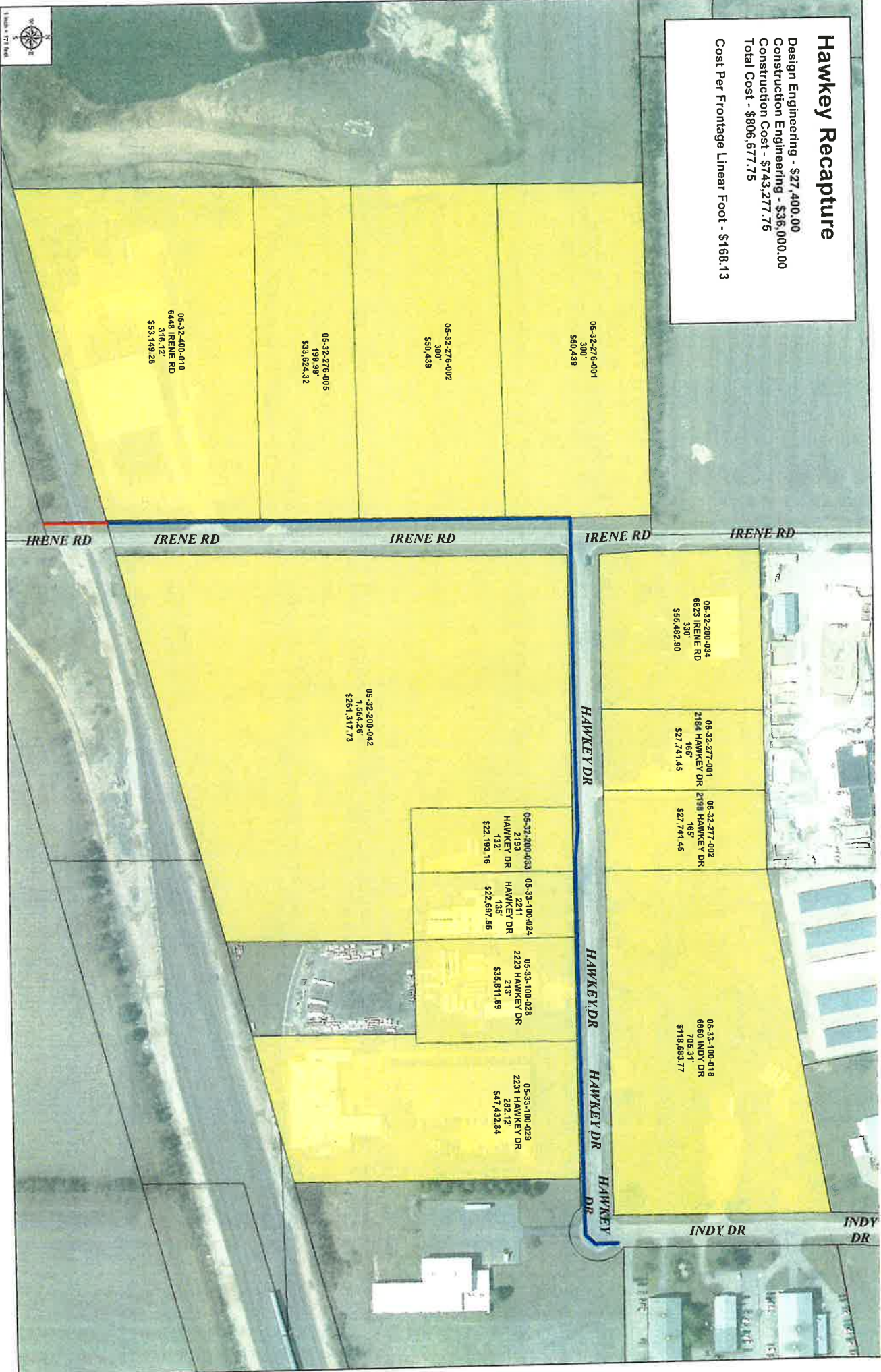
The 16" watermain extension along Hawkey Drive and Irene Road has been completed at a cost of \$806,677.75. This watermain extension will directly serve thirteen lots along Hawkey Drive and Irene Road having a total footage of 4,797.8 as shown on the attached map.

I would recommend approval of a recapture ordinance for the completed watermain project at a cost of \$168.13 per foot for the thirteen lots.



# Hawkey Recapture

Design Engineering - \$27,400.00  
 Construction Engineering - \$36,000.00  
 Construction Cost - \$743,277.75  
 Total Cost - \$806,677.75  
 Cost Per Frontage Linear Foot - \$168.13



# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 4/2/2024  
**Re:** Asphalt Patch Wagon Replacement – Street Department

---

The heat system on the Street Department's nearly 40-year-old, home-built asphalt patch wagon has failed. The FY '25 Street Department budget includes \$55,000 in the capital line item for the purchase of a new asphalt patch wagon.

We have received the following proposals for a new patch wagon:

- |  |                |             |
|--|----------------|-------------|
| 1. Midwest Paving Equipment, Inc<br>757 DuPage Boulevard, Suite 2387<br>Glen Ellyn, IL 60137 | Falcon 5D4TT   | \$50,333.00 |
| 2. Brown Equipment Company<br>2501 South Kentucky Avenue<br>Evansville, IN 47714             | Stepp SPHD-3.0 | \$53,152.00 |

I would recommend approval of the proposal from Midwest Paving Equipment, for a new Falcon 5D4TT asphalt patch wagon, in the amount of \$50,333.00. This equipment will be paid for from the Street Department Capital Fund (#41-5-752-8200).







# The Falcon Advantage



**Patented VIP - Low Voltage Shutdown**



**Platform For Safe Easy Hopper Access**



**Large Unloading Door For Easy Access**



**Patented Heat Management System**



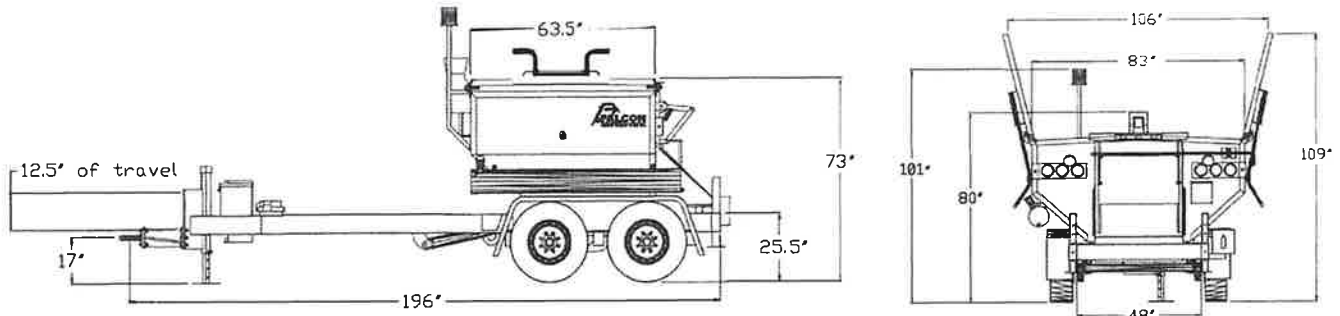
**Dump System - Pivot Point & V-Body**



**Lifetime Frame Warranty**



# 4 TON ASPHALT HOT BOX AND RECYCLER



<b>Type</b>	<b>4 Ton Trailer</b>
Capacity	8,000 lbs of material
Base Weight	4,480 lbs
Weight loaded with material	12,480 lbs
GVWR	14,000 lbs
Fuel Source	Diesel
Fuel Capacity	15 gallons on dump box - 18 gallons on fixed trailer
Burner Type	105,000 BTU Diesel Beckett burner w/electronic spark ignition
Number of burners	1 or 2
Unloading door	Insulated guillotine, 18"Hx33" W
Loading doors	Manual 63"L x 41"W
Hopper opening	106" - doors open
Width	83"
Length	16'
Height	73"
Construction	Triple wall insulated – air jacketed 10 gauge capping channel and corner molding Hopper floor ¼" steel Wiring is external to hopper
Axles	Tandem slipper leaf spring
Tires	8-bolt wheels w/9x16" tires
Brakes	4 wheel electric brakes with safety breakaway
Hitch	Pintle eye
Paint	Blasted and painted with two coats of epoxy primer and urethane finish
Frame	2"x6"x1/4" tubular steel frame with boxed-in and enclosed gussets
Asphalt repair areas	9'x9'x4" depth (80 potholes 1'x1'x4" depth)
Warranty	2 year machine warranty, 5 year maintenance free combustion chamber, lifetime frame warranty

Falcon Asphalt Repair Equipment  
2600 W. Salzburg Rd.  
Freeland, MI 48623  
sales@falconrme.com

Phone: (989) 495-9332  
Fax: (989) 495-9342  
www.falconrme.com

**WWW.FALCONRME.COM**

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 4/2/2024  
**Re:** WWTP Sump Pump Modifications – Main Equipment Building

---

The WWTP experienced a power surge on July 28, 2023 that took out some of the SCADA controls in the Main Equipment Building causing a pipe to burst flooding the third level and part of the second level. The flooding damaged the sump pump system and needs to be replaced. The cost to complete the repairs to the sump pumps in their current configuration is \$29,906.00. This cost will be paid for from our insurance company.

In an effort to eliminate this from happening again, we are proposing to switch to a submersible pump system and relocating the control panel to the second level. The costs to complete these modifications is as follows:

1. Submersible pumps, motors and control panel:	\$23,019.00 (Gasvoda)
2. Piping, fabrication and installation:	\$24,382.00 (Ceroni)
3. Electrical:	<u>\$17,940.00</u> (Helm)
Total	\$65,341.00

The total cost of the sump pump modifications of \$65,341.00 less the insurance coverage of the original configuration of \$29,906.00, leaves a remaining balance of \$35,435.00.

I would recommend approval of the sump pump modifications in the main equipment building at the WWTP at a net cost of \$35,435.00. This work will be paid for from the Plant Depreciation Fund #16-1790.









*Your Turn-Key Project Source for Audible and Visual Emergency Alerting,  
Notification and Communications Systems*

April 1, 2024

City of Belvidere  
401 Whitney Blvd  
Belvidere, IL 61008

**RE: Outdoor Warning Siren System Annual Preventative Maintenance Agreement  
Renewal - Agreement No.: PMA-050191B**

Please find enclosed our Invoice #0035341 itemizing the renewal of our Preventative Maintenance Agreement for the Outdoor Warning Siren System in the City of Belvidere for the period from May 1, 2024 thru April 30, 2025. This will continue your coverage of your existing sirens for a period of one (1) year. We will continue our maintenance program as outlined on the enclosed Agreement and Addendum A documents.

Please sign both copies of the enclosed Agreement, as well as the applicable Addendum(s), retain one (1) signed original for your records and return one (1) signed original with a check or purchase order if required, no later than April 30, 2024 so that your coverage will not be interrupted. In the event we do not receive the signed agreement renewal prior to April 30, 2024, the agreement will expire and any requested service to the siren system will be performed on a time and material basis until the agreement is renewed.

On behalf of Braniff Communications, Inc., I would like to thank you for granting our firm the opportunity to provide the City of Belvidere with the enclosed Maintenance Agreement renewal and extend our sincerest interests in assisting you with the long-term future support and maintenance of the Outdoor Warning Siren System equipment. We truly appreciate your business.

Should you have any questions or if Braniff Communications, Inc. can offer any further assistance, please don't hesitate to contact us at your earliest convenience.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Jeffrey M. Ryba', is written over a horizontal line.

Jeffrey M. Ryba  
President

Encl.

**BRANIFF COMMUNICATIONS, INC.**  
 4741 W. 136<sup>TH</sup> ST., CRESTWOOD, ILLINOIS 60418  
 VOICE: (708) 597-3200 FAX: (708) 597-3307

**AGREEMENT NO.: PMA-050191B  
 OUTDOOR WARNING SIREN SYSTEM  
 PREVENTATIVE MAINTENANCE SERVICE AGREEMENT**

CUSTOMER NAME CITY OF BELVIDERE			AGREEMENT DATE: 4/1/2024		AGREEMENT TYPE <input type="checkbox"/> NEW <input checked="" type="checkbox"/> RENEWAL	
BILL TO ADDRESS 401 WHITNEY BLVD			AGREEMENT COVERAGE PERIOD 5/1/2024 - 4/30/2025			
CITY BELVIDERE		STATE IL	ZIP CODE 61008		MAINTENANCE INSPECTION INTERVAL <input checked="" type="checkbox"/> ANNUAL <input type="checkbox"/> OTHER	
ADMINISTRATIVE CONTACT NAME MAYOR CLINTON MORRIS		PHONE 815-547-5210	FAX		SERVICE TYPE/COVERGAGE <input type="checkbox"/> T&M <input checked="" type="checkbox"/> AGREEMENT	
INSPECTION REPORT CONTACT NAME SARAH TURNIPSEED			APPLICABLE ADDENDUMS <input type="checkbox"/> NONE <input checked="" type="checkbox"/> ADDENDUM A <input type="checkbox"/> ADDENDUM B			
INSPECTION REPORT CONTACT E-MAIL CITYCLERK@CI.BELIVEDERE.IL.US			MAINTENANCE TO BE PERFORMED BY THE FOLLOWING FACILITY NAME BRANIFF COMMUNICATIONS, INC. ADDRESS 4741 WEST 136 <sup>TH</sup> STREET CITY CRESTWOOD STATE IL ZIP CODE 60418 CONTACT SERVICE DEPT. PHONE 708-597-3200 FAX 708-597-3307			

QTY.	MODEL DESCRIPTION AND SITE LOCATION	PER UNIT	EXTENDED
9.00	FEDERAL SIGNAL 2001 SERIES, AC/DC OPERATED, OUTDOOR WARNING SIRENS COMPLETE WITH ALL RELATED POLE-MOUNTED SIREN MOTOR/RF CONTROLS AND ELECTRICAL DISTRIBUTION EQUIPMENT, INCLUDING BATTERIES, AT THE FOLLOWING SITE LOCATIONS:  MAIN & PERRY (BOONE COUNTY COURTHOUSE) GENOA ROAD & PERSSONS WYCLIFF ESTATES ON GENOA RD. NEWBURG WATER TREATMENT PLANT 900 CRYSLER DRIVE LAKE SHORE & HIGHLINE NEWBURG @ IMRON BONUS AVENUE WATER BEND DR. & RUSTIC WATERS CT.	\$700.00	\$6,300.00
<b>TOTAL AMOUNT OF MAINTENANCE AGREEMENT</b>			<b>\$6,300.00</b>

PLEASE SEE REVERSE SIDE OF THIS DOCUMENT FOR TERMS AND CONDITIONS OF THIS MAINTENANCE AGREEMENT.

CUSTOMER AGENT / REPRESENTATIVE (PRINT NAME)	BRANIFF COMMUNICATIONS, INC. JEFFREY M. RYBA, PRESIDENT
SIGNATURE	SIGNATURE 
DATE	DATE 4/1/2024

## TERMS AND CONDITIONS

This Maintenance Service Agreement, (this Agreement), is between BRANIFF COMMUNICATIONS, INC., a corporation, ("BRANIFF") and the ("CUSTOMER") as indicated on the reverse side of this Agreement. In consideration of the mutual agreement herein contained, BRANIFF and the CUSTOMER agree as follows:

1.) Subject to the terms and provisions of this Agreement, BRANIFF, hereby agrees to maintain and service equipment, (the OUTDOOR WARNING SIREN EQUIPMENT), described on the reverse side of this Agreement including the referenced and/or attached Addendum(s) beginning and ending on the dates indicated.

2.) CUSTOMER hereby agrees to pay BRANIFF the total of annual charge(s) set forth on the reverse side for the term of this Agreement in one or more annual payment(s), due on the date(s) hereof. In addition CUSTOMER shall pay for any applicable sales, use, excise or other taxes, if any, which may be imposed upon the furnishings of parts, components or services pursuant to this Agreement. In cases where the CUSTOMER is exempt from such taxes, an exemption certificate must be furnished by CUSTOMER.

3.) After the term of this Agreement, this Agreement may be renewed by mutual agreement of the parties, in writing. BRANIFF shall have the option to change and/or revise annual charges for the Agreement renewal and shall notify CUSTOMER of such revisions within thirty (30) day written notice from end of the Agreement term.

4.) BRANIFF shall perform its obligation hereunder during normal business hours at the location(s) of the equipment as provided by the CUSTOMER and indicated on the reverse side of this Agreement in accordance with the referenced and/or attached Addendum(s) of this Agreement as outlined on our inspection reports pertaining to each siren.

5.) The service to be performed by BRANIFF hereunder shall consist of repair or replacement of the EQUIPMENT and parts and components thereof which have malfunctioned or become inoperative in normal wear and usage as outlined on referenced and/or attached Addendum(s), but shall not include interface equipment or, in the instance of radio products, antennas, external microphones and other accessory items. This Agreement does not extend to repair or replacement of the EQUIPMENT or parts or components thereof which have malfunctioned or become inoperative for any other reason, including but not limited to misuse, abuse, vehicular accident, fire, natural disaster, explosion or other casualty, or modification or alteration by any party other than BRANIFF.

6.) BRANIFF'S obligation to service the EQUIPMENT pursuant to this Agreement shall consist of its obligation of repair or replacement herein above set forth. In the event of any breach of such obligation by BRANIFF, CUSTOMER'S sole remedy shall be to terminate this Agreement and receive from BRANIFF the lesser of: (i) the actual and reasonable cost of such repair or replacement by another party; or (ii) the monthly charges theretofore paid by CUSTOMER in respect of such of the EQUIPMENT for which breach is claimed by CUSTOMER. In no event shall BRANIFF be responsible for consequential damages or other damages, such as, but not limited to, loss of profits, cost of purchasing or renting replacement equipment, or loss of use of the EQUIPMENT or the site where the EQUIPMENT is installed. This limitation on the liability of BRANIFF shall not extend to any claim for damages arising out of injury to person or property directly and proximately caused by the EQUIPMENT.

7.) BRANIFF shall perform its obligation hereunder at the sites as designated by the CUSTOMER. The CUSTOMER shall be responsible for providing access to the EQUIPMENT as well as providing a safe and suitable working site, and shall be responsible for additional costs or expenses incurred by BRANIFF in performing services at such site(s), including, but not limited to transportation costs, temporary equipment rentals, employee overtime, and additional labor costs resulting from utilization of local union workmen to conform with any agreement or other requirements affecting such work site(s).

8.) Any item of the EQUIPMENT which is not new or which has not been subject to a maintenance service agreement with BRANIFF immediately prior to this Agreement shall be inspected by BRANIFF at CUSTOMER'S request and restored to operative condition at the expense of CUSTOMER. In the event that BRANIFF is unable to restore the EQUIPMENT to operative condition, then effective upon the date of notice of such fact to CUSTOMER, this Agreement shall be terminated as to such EQUIPMENT and the charges hereunder equitably reduced. Such termination shall have no effect as to any other EQUIPMENT herein above specified, and in addition, CUSTOMER shall pay BRANIFF its reasonable charges for parts and labor expended in its attempt to restore such EQUIPMENT to operative condition.

9.) BRANIFF warrants that parts, components and services furnished pursuant to this Agreement shall be commercially free from defects of material and workmanship at the time EQUIPMENT is being serviced. Any claim for breach of this warranty shall be ineffective unless written notice thereof shall be given to BRANIFF within the period of one year from the date hereof. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED.

10.) BRANIFF shall use reasonable diligence to perform its obligation hereunder on a commercially timely basis but subject to delays or failure resulting from fire, war, labor disputes, acts of God, governmental regulations, commercial shortages, component or material unavailability, weather conditions, and other causes beyond its reasonable control. Performance by BRANIFF is further conditioned upon complete information or instructions being furnished by CUSTOMER regarding inoperative or malfunctioning conditions of the EQUIPMENT and possible causes thereof.

11.) BRANIFF shall be responsible for all loss of or damage to the EQUIPMENT while in the possession of BRANIFF and CUSTOMER shall be responsible for all loss of or damage to the EQUIPMENT while in transit to or from BRANIFF'S Service Shop designated pursuant to this Agreement. Notwithstanding the foregoing, unless otherwise instructed by CUSTOMER, BRANIFF shall insure return shipments of the EQUIPMENT to CUSTOMER for not less than replacement value thereof and the cost of such insurance shall be billed to and paid for by the CUSTOMER.

12.) CUSTOMER represents and warrants that: (i) CUSTOMER owns the EQUIPMENT or has full right of possession and use thereof throughout the term of this Agreement; (ii) CUSTOMER has full power and authority to enter into this Agreement; and (iii) the performance of this Agreement by BRANIFF as herein above set forth will not violate any contracts or arrangements to which CUSTOMER is a party or which may be binding upon CUSTOMER.

13.) This Agreement may be terminated: (i) by either party hereto in whole or in part as to less than all items of the EQUIPMENT upon giving the other party ninety (90) days advance written notice of its intent to terminate; or (ii) by CUSTOMER upon giving BRANIFF written notice thereof within 15 days after BRANIFF shall have designated a different service facility pursuant to paragraph 3 hereof. Upon the effective date of any such termination all rights and obligations hereunder shall cease and terminate except that: (i) BRANIFF shall complete all services herein required of it with respect to EQUIPMENT theretofore delivered to BRANIFF and shall return same to CUSTOMER; (ii) CUSTOMER shall pay for all charges or other costs accruing prior to the effective date of termination or with respect to EQUIPMENT thereafter returned to CUSTOMER by BRANIFF; and (iii) BRANIFF shall return to CUSTOMER all payments made by CUSTOMER applicable to terminated maintenance services to have been rendered by BRANIFF subsequent to the effective date of termination.

14.) This Agreement constitutes the only agreement between BRANIFF and CUSTOMER respecting the subject matter hereof and supersedes all prior agreements or understands, whether written or oral. This Agreement may not be amended or modified except in a writing signed by BRANIFF and CUSTOMER. Neither party may assign any rights hereunder without the prior written consent of the other. This Agreement shall be solely for the benefit of BRANIFF and CUSTOMER and no other party shall have any rights hereunder.

ADDENDUM A  
AGREEMENT NO. PMA-050191B  
OUTDOOR WARNING SIREN SYSTEM  
PREVENTATIVE MAINTENANCE SERVICE AGREEMENT

A.1 PREVENTATIVE MAINTENANCE INSPECTION INTERVAL AND COVERAGE

- A.1.1 Pricing itemized in this agreement includes an annual, on-site preventative maintenance inspection visit at each of the nine (9) warning siren sites in the City of Belvidere.
- A.1.2 Pricing itemized in this agreement includes all applicable travel time associated with the on-site, preventative maintenance inspections.
- A.1.3 In addition to the on-site preventative maintenance inspection(s), Braniff Communications, Inc. shall provide field service repair in the event of equipment failure(s) discovered during regular monthly testing of the system or other system testing and/or monitoring procedures and shall respond to such service requests within 72 hours, weather permitting. These repairs, caused by normal wear and tear and necessary to maintain the preparedness of the warning system, include all applicable travel and on-site repair labor. Also included, are all required minor replacement parts such as switches, relays, belts, fuses, semiconductors, or any minor part with a published list price of \$50.00 or less. The loss of electrical service power at/to the warning siren site is not a covered repair.
- A.1.4 This Preventative Maintenance Service Agreement does not include the replacement of major warning siren components, including the repair labor associated with the replacement of these components, including but not limited to;
- A.1.4.1 RF Siren Controller including FM Receiver, Tone Decoder and Timer
  - A.1.4.2 Main Siren Horn Assembly
  - A.1.4.3 Siren Chopper Motor Assembly
  - A.1.4.4 Chopper Housing Assembly (T-1000/1003 & 2001 Series)
  - A.1.4.5 Siren Rotator Motor/Gear Reducer Main Assembly
  - A.1.4.6 Blower Motor/Pump/Housing Assembly (T1000/1003 Series)
  - A.1.4.7 Pole-Mounted Enclosures, including Motor Controls and Battery Storage
  - A.1.4.8 Treated Wooden Utility Pole / Galvanized Steel Pole.
- A.1.5 In the event of a non-covered repair, Braniff Communications, Inc. will submit a detailed labor and parts estimate of the repair cost in accordance to the rates itemized under items A.5 and A.6, and will delay such repair(s) until the City of Belvidere issues a repair purchase order. Such delay shall not interfere with the scheduled maintenance on the balance of the warning system.

A.2 WARNING SIREN SITE ACCESS

- A.2.1 The City of Belvidere shall be responsible to provide for, or facilitate, access by Braniff-owned vehicles including aerial bucket truck(s) and Service Van(s) at each warning siren site as required to perform the preventative maintenance inspection(s) or repairs.
- A.2.2 Site landscape restoration shall be incidental and is not provided for, nor included, in this agreement.

A.3 APPLICABLE MAINTENANCE INSPECTION SCHEDULE(S)

- A.3.1 Preventative maintenance inspections shall be performed in accordance with, as well as documented per, Braniff inspection schedule(s) #2001DC.

A.4 SIREN SYSTEM ACTIVATION CONTROL & STATUS MONITORING STATIONS

- A.4.1 Unless specified and listed on the Preventative Maintenance Service Agreement, any required or recommended equipment inspection and/or repair, including troubleshooting, training and re-alignment required at any applicable Municipal Police/Fire/EMA facility, and/or contracted dispatching agent's facility, should be referred to the equipment service provider under contract or shall be performed, by Braniff, in accordance to the rates itemized under items A.5 and A.6.

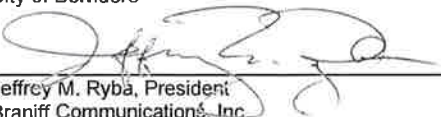
A.5 SERVICE LABOR RATES

- A.5.1 Warning siren site and/or activation control & monitoring station equipment repair, not covered under the Preventative Maintenance Service Agreement as listed under A.1 and A.4, shall be performed according to the labor rates listed herein.
- A.5.2 A Service Call or Travel Labor Charge of \$80.00 per hour shall apply to each hour of travel time and will be billed in ½ hour increments.
- A.5.3 Braniff Communications, Inc. shall supply, as required and requested by the City of Belvidere, a Field Service Technician / Service Van at a rate of \$150.00 per on-site hour billed in ½ hour increments.
- A.5.4 Braniff Communications, Inc. shall supply, as required and requested by the City of Belvidere, an Aerial Bucket Truck with Operator at a rate of \$185.00 per hour, portal to portal.
- A.5.5 Braniff Communications, Inc. shall supply, as required and requested by the City of Belvidere, an additional Field Service Technician at a rate of \$120.00 per hour, portal to portal.

A.6 PARTS / MATERIAL DISCOUNT AND PROCUREMENT

- A.6.1 Any required replacement parts, including replacement batteries, shall be furnished by Braniff Communications, Inc. at a discounted rate of 15% off published list price.
- A.6.2 Any proprietary parts that may be required, other than those manufactured by, or utilized by, Federal Signal Corporation, may be available for sale to the end-user only. Under such circumstances, the City of Belvidere shall assist Braniff Communications, Inc. in securing any such applicable part(s) as required.
- A.6.3 In the event of part unavailability due to product obsolescence, Braniff Communications, Inc. shall diligently pursue the procurement of equivalent substitute, refurbished, or used part(s) to complete warning siren equipment repair(s). Under certain circumstances, equivalent substitute, refurbished, or used parts may not be available and replacement components or product shall be quoted.

Preventative Maintenance Service Agreement No. PMA-050191B, Addendum A  
City of Belvidere

  
Jeffrey M. Ryba, President  
Braniff Communications, Inc.  
4/1/2024

\_\_\_\_\_  
Customer Agent / Representative  
City of Belvidere

**BRANIFF COMMUNICATIONS, INC.**

4741 W. 136th St., Crestwood, Illinois 60418  
Voice: (708) 597-3200 Fax: (708) 597-3307

**INVOICE**

PLEASE CONTACT CUSTOMER SERVICE WITH ANY QUESTIONS REGARDING THIS INVOICE. THANK YOU FOR YOUR CONTINUED BUSINESS.

PAGE 1

**INVOICE NO.:** 0035341  
**INVOICE DATE:** April 1, 2024  
**CUSTOMER P.O.:** PMA-050191B  
**SALES ORDER NO.:** SO-  
**PAYMENT TERMS:** Net 30 Days

**SOLD TO:** 990000291  
City of Belvidere  
Attn: Accounts Payable  
401 Whitney Blvd.  
Belvidere, IL 61008  
USA  
Voice: 815-547-6332  
Fax: 815-544-9603

**SHIP TO:**  
City of Belvidere  
401 Whitney Blvd.  
Belvidere, IL 61008  
USA

MODEL/PART NUMBER	DESCRIPTION	QTY.	UNIT PRICE	AMOUNT
MAINT_AGREEMENT	Annual Preventative Maintenance Agreement Fee for the (9) Outdoor Warning Sirens in the City of Belvidere as per Agreement #PMA-050191B.	1.00	6,300.00	6,300.00

Shipped Via: Field Service		SUBTOTAL	6,300.00
Ship Date: May 1, 2024		SALES TAX	
		SHIPPING & HANDLING	
		TOTAL INVOICE AMOUNT	6,300.00
CHECK NO.:		PAYMENT RECEIVED	
		<b>TOTAL</b>	<b>6,300.00</b>

**ANY PAYMENT REQUIRED UNDER THIS INVOICE IS SUBJECT TO THE TERMS STATED ABOVE.**