

RESOLUTION NO. 10-76

A RESOLUTION ACCEPTING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR ENGINEERING SERVICES BETWEEN THE VILLAGE OF CHATHAM AND BENTON & ASSOCIATES, INC., CONSULTING ENGINEERS, JACKSONVILLE, ILLINOIS

WHEREAS, the Village has an existing 60,000 gallon elevated water tank that has been inspected; and

WHEREAS, bids have been received for the repairs and repainting of said existing 60,000 gallon elevated water tank; and

WHEREAS, the cost of repairs and repainting said existing 60,000 gallon elevated water tank has been determined to be conomically unfeasible; and

WHEREAS, the Village water customers have experienced restriction in their use due to low water level in the existing tank; and

WHEREAS, an engineering study of the required storage for the Village of Chatham has recommended the construction of an additional tank; and

WHEREAS, the Village desires to construct an additional water storage tank to replace the existing; and

WHEREAS, two possible sites are being considered, one the Northeast quadrant of the Park and a second the Northeast quadrant of the 4 acre tract on Walnut Street adjacent to Walnut Park now owned by the Village; and

WHEREAS, the Village has determined that the preparation of construction plans and specifications for alternate tank styles is in the best interest of all the residents of the Village of Chatham.

NOW, THEREFORE, BE IT RESOLVED by the President and the Board of Trustees of the Village of Chatham, Sangamon County, Illinois:

1. That the President and Board of Trustees hereby find as facts all of the recitals in the preamble of this Resolution.

2. That the President and Board of Trustees have reviewed the proposed AGREEMENT FOR ENGINEERING SERVICES as proposed by Benton & Associates, Inc., including all special conditions contained therein and made a part thereof.

3. That the President and Clerk are authorized and directed to execute said AGREEMENT FOR ENGINEERING SERVICES, a copy of which is attached hereto.

4. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

Passed this 14th day of September, 1976;  
by a vote of \_\_\_\_\_ yea, \_\_\_\_\_ nay,  
at a Regular Meeting of the Board of Trustees.

\_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Clerk

Corporate Seal



# Benton and Associates, Inc.

CONSULTING ENGINEERS/LAND SURVEYORS

2001 West Lafayette Ave.

Jacksonville, Illinois 62650

Office 217/245-4146

Robert H. Benton  
Paul L. Hansen  
Dick Rawlings

## Minutes of Chatham Water Committee Meeting

Date: August 18, 1976

Present: Village President Workman; Trustees: McNutt, Morris, Scott & Williams; Cudworth and Benton.

The attached bid tabulation was distributed and discussed. It was the members' recommendation that the cost of this project plus future maintenance was not justified if a new water tank is to be constructed. Final disposition of this project to be made at September 14 Board Meeting.

The Minutes of the last committee meeting on June 28 were read and are attached with brief comments marked thereon.

Water Storage Study dated August 10 was discussed in general. Trustee McNutt conveyed to the Committee recent conversations pertaining to the possibility of subdivision development West of the present Chatham corporate limits. This he felt would lend support to locating the new tank in the park adjacent to the existing tank. Other members expressed the opinion that while the exact future growth pattern is indeterminate, they felt the area East of the Walnut Street tank site would be more attractive to future developers. Another prime factor to be considered in analyzing future growth patterns was the East side interceptor that extends from Glenwood Park Subdivision in a Southwesterly direction to Main Street. This could provide service to a considerable area without installing additional interceptors or lift stations.

Trustee McNutt discussed some cost comparisons in price per gallon of the various style tanks and capacities. It was his opinion that Chatham should erect a 750,000 gallon capacity tank. Trustee Morris asked Benton what was the basis for recommending the 750,000 gallon elevated tank. The response was, heavy consideration was given to the 2500 gallon a minute future fire flow requirement in the GUIDE FOR DETERMINATION OF REQUIRED FIRE FLOW - Note 10, Page 3, which states in part "If the buildings are continuous, with a minimum of 2500 gallons per minute." Another factor of prime consideration was the requirement for operating and reserve storage during periods of repair or maintenance to the present 1.5 million gallon ground storage tank. In addition, this capacity approaches one day's estimated supply for Chatham with a population of between 10 and 12,000 people.

In 1972, Benton & Associates prepared a letter as a basis for negotiations with the City of Springfield for the sale of the present pumping and ground storage facilities. This sale should not endanger Chatham's supply, change the current price structure and require less operation and maintenance from the Village of Chatham. At this time it was Benton's recommendation that Chatham retain that system since Springfield was not eager to acquire it. Also the sale of these facilities to Springfield could be a good bargaining point and source of finances for extending and enlarging Chatham's purchase agreement and additional supply line along Route 104.

Financing was discussed utilizing between \$150,000 and \$200,000 from current funds with the remainder to be financed over a short term loan or bond issue. Preliminary figures from the auditor furnished to Benton estimated the net surplus of revenues over expenses including existing bond and interest payments would be approximately \$40,000 for FY 76. The complete audit should be available for a more accurate determination at an early date which would facilitate a more detailed analysis of financing. Finance periods of 5 to 15 years were discussed. Mr. Jerry Townsend of Farmers Home Administration indicated that they would not be responsive to a request for a FmHA loan since they were currently trying to determine if it were possible to reduce Chatham's loan request for the sewer system.

A question was raised regarding general obligation bonds. A general obligation bond issue up to  $\frac{1}{2}\%$  of the assessed valuation may be issued without a referendum. With a simple majority of the voters casting ballots, the Village could issue up to  $7\frac{1}{2}\%$  of the assessed valuation. The assessed valuation was given as 15 or 16 million dollars. At 15 million assessed valuation the Village could issue up to \$75,000 dollars of general obligation bonds without a referendum. With a referendum and \$15,000,000 assessed valuation, the Village could issue 1,125 million dollars in revenue bonds. In the discussions regarding general obligation bonds, the plans were for bonds to be repaid from revenues and the taxes abated annually so there would be no tax increase resulting from the bonds. It was generally agreed that issuance with or without a referendum should be left as a possible fall back source for utilization on the sewer project since the determination of the total amount of the local share and financing of that amount has not been finalized at this time. Benton suggested a Bonding Agent appearance before the Committee at a later date could be most helpful. Any such appearance would not obligate either party.

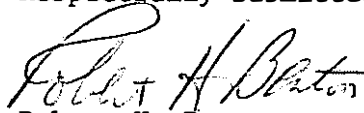
The general agreement of the people present was to investigate two (2) sites, (1) Northeast Quadrant of City Park, and (2) Northeast Quadrant of the recently purchased four acre site on Walnut Street. It was agreed that the Chatham tank's high water level would be installed at or slightly below Springfield's 1.0 million gallon tank's high water level located on the Old Jacksonville Road. Preliminary

figures indicate the ground elevation at the base of the two Chatham sites is approximately 3 to 4 feet lower than the Springfield tank site. This would mean a one time increase of 10 psi when the new tank is placed into service. The old 60,000 gallon tank would be removed after the completion of the new tank.

Benton was instructed to prepare an Engineering Agreement covering both sites with provisions for bids on alternate tanks and submit to the Council with a resolution for placing on file at the August 24 Board Meeting. (See attached copy of Proposed Engineering Agreement.) Public Notice to be given at that time of the styles of tanks being considered and possible location. A decision to proceed with the construction of a new elevated tank is expected to be made at the September 14 regular Board Meeting.

Benton requested permission to be excused from the August 24 meeting due to a conflict with two communities who have scheduled a joint meeting on that date.

Respectfully submitted,



Robert H. Benton

rhb:ef  
encls.

P.S. Benton conveyed a conversation with the Illinois EPA on Monday, 8/16/76, wherein they have received word that the Federal EPA has approved the Springfield Sanitary District proposal and on that basis the State EPA was preparing a letter of authorization to proceed with the Step II work for Chatham.

R.H.B.



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Minutes of Chatham Water Committee Meeting

Date: June 28, 1976

Present: Workman, McNutt, Morris and Benton

After considerable discussion regarding the present pumps and demand meter charges, it was decided a report should be prepared by the Engineer to include the following items:

1. Cost savings of off peak usage plus savings of demand surcharge.  
(To check with City Water Light & Power)  
*NOT PRESENTLY AVAILABLE - OFF PEAK USE OF SMALLER PUMP? ?*
2. To check maximum demand rate by deducting the fill rate of the existing tank versus the pumping rate at the Lake Springfield Pumping Station.  
*800 GALLONS PER MINUTE PLUS*
3. Present static pressure at the base of the water tank is 40 psi. Could this be increased to 55 psi with existing pump and existing transmission line?  
*SUGGEST 10 PSI INCREASE*
4. Benton to check into as-built plans on 1.5 million gallons ground storage tank.  
*VILLAGE HAS RELIEVED*
5. Check on the "C" factor and head loss in 12 inch water main along Old U. S. 66.  
*LESS THAN 80 - NEED MORE TEST DATA*
6. Two tank sites discussed as acceptable-where they recently purchased property along Walnut Street and the property between the car wash and railroad tracks.  
*WALNUT ST. OK BUT CAR WASH SITE NOT ADEQUATE*
7. Calculate minimum State requirements for storage of potable water for the present population and the 20 year projected population of Chatham.  
*NO DEFINED STATE REQUIREMENTS - USUALLY FIRE FLOW*
8. Check on fire flow requirements as per "The Insurance Offices CONTROLS of Illinois," based on the 20 year population projection for Chatham.  
*NOT RATED BY POPULATION*

It was noted Chatham's maximum day allowable under the present contract with Springfield is 880,000 gallons. Engineer to check on Farmers Home Administration's policy of loaning funds for new versus used tanks,

*OK FOR NEW OR USED IF BEST FOR CLIENT.*

6/28/76

It was agreed that Trustee McNutt would make a motion at the next regular council meeting authorizing the securing of bids with a guarantee against leakage for repair and repainting of the old tank. Two prices will be secured. One for a five year guarantee and a second for a ten year period.

It was felt the Village could not make an intelligent decision regarding the old tank until bids had actually been received and the cost determined.

Respectfully submitted,



Robert H. Benton

rhb:ef

cc: All Village Officials

TABULATION OF BIDS  
 REPAIRING AND PAINTING STEEL ELEVATED TANK  
 CHATHAM, ILLINOIS

<u>BIDDER</u>	<u>DESCRIPTION</u>	<u>BID</u>	<u>TOTAL BID</u>
Craftsmen Painting Service, Inc. 15126 Kenton Avenue Oak Forest, Illinois 60452	Clean & Paint & Remove Spider Rods	\$17,640.00	
	120 Crew Hours (one welder & helper) of welding and patching	\$10,000.00	
	Total Lump Sum Price for Repairs, Blast Cleaning, and Repainting with 5 year Warranty and First Year Bonded Warranty against Leakage.		\$27,640.00
Neumann Co. Contractors, Inc. 8223 South Harlem Avenue Oak Lawn, Illinois 60459	Painting Work	\$20,000.00	
	Welding: Two Men	\$60/Hr plus cost of Welding Rod and Material Plus 15%	
	Take exception to quote anything more than One Year Warranty.		
Security Tank and Tower Corp. P. O. Box 913 Henderson, Kentucky 42420	Total Lump Sum Price for Repairs, Blast Cleaning and Repainting with 5 year Bonded Warranty against Leakage		\$39,500.00
	*Total Lump Sum Price for Repairs, Blast Cleaning and Repainting with 10 year Warranty against Leakage		\$43,650.00
	Alt. #1 to Replace Bowl, Shell and Riser, all Painting and other Conditions to remain the same with a twelve year guarantee providing their yearly maintenance program is accepted or that the tank is painted on the interior and exterior every five and ten years by them or another Contractor whose workmanship meets their approval upon inspection and is a member of the American Water Works Association.		\$53,653.00

\*Bid does not include a second repaint job, owner must repaint as needed.



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WHEREAS, bids have been received for the repairs and repainting of said existing 60,000 gallon elevated water tank; and

WHEREAS, the cost of repairs and repainting said existing 60,000 gallon elevated water tank has been determined to be economically unfeasible; and

WHEREAS, the Village water customers have experienced restriction in their use due to low water level in the existing tank; and

WHEREAS, an engineering study of the required storage for the Village of Chatham has recommended the construction of an additional tank; and

WHEREAS, the Village desires to construct an additional water storage tank to replace the existing; and

WHEREAS, two possible sites are being considered, one the Northeast quadrant of the Park and a second the Northeast quadrant of the 4 acre tract on Walnut Street adjacent to Walnut Park now owned by the Village; and

WHEREAS, the Village has determined that the preparation of construction plans and specifications for alternate tank styles is in the best interest of all the residents of the Village of Chatham.

NOW, THEREFORE, BE IT RESOLVED by the President and the Board of Trustees of the Village of Chatham, Sangamon County, Illinois:

1. That the President and Board of Trustees hereby find as facts all of the recitals in the preamble of this Resolution.

2. That the President and Board of Trustees have reviewed the proposed AGREEMENT FOR ENGINEERING SERVICES as proposed by Benton & Associates, Inc., including all special conditions contained therein and made a part thereof.

3. That the President and Clerk are authorized and directed to execute said AGREEMENT FOR ENGINEERING SERVICES, a copy of which is attached hereto.

4. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

Passed this 14th day of September, 1976;  
by a vote of \_\_\_\_\_ yea, \_\_\_\_\_ nay,  
at a Regular Meeting of the Board of Trustees.

\_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Clerk

Corporate Seal

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT, made at Chatham, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 1976, by and between the Village of Chatham of Sangamon County, Illinois, hereinafter called the OWNER, and Benton & Associates, Inc., Consulting Engineers, Jacksonville, Illinois, hereinafter called the ENGINEER:

WITNESSETH: That whereas the OWNER is contemplating the construction of a NEW ELEVATED WATER STORAGE TANK.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein set forth for the construction of the above named improvements:

THE ENGINEER AGREES:

1. To make all necessary surveys for the preparation of construction plans, prepare detailed Plans and Specifications, estimate of cost, attend all necessary meetings and conferences, making of soil test borings and other subsurface exploration as required, assist in receiving alternate proposals and awarding contracts for construction, and furnish such data as may be required by approving agencies for construction.

2. After contracts are awarded, to furnish general construction guidance including periodical inspection as the work progresses, check all shop and working drawings, review and check all reports by bureaus or laboratories on equipment or materials tested, attend all necessary meetings and conferences, review periodical and final estimates for payment to Contractor and make an inspection of the work completed before recommending that final payment be made to the Contractor, but the ENGINEER does not guarantee the performance of the Contract by the Con-

tractor. (The performance of the Contract by the Contractor is to be guaranteed by a surety bond furnished by the Contractor.)

3. To furnish additional services as may be required, such as, but not limited to, construction, staking, resident engineering and inspection of construction, property or right-of-way surveys, preparation of periodical and final estimates for payment to Contractor, change in plans and specifications ordered by the OWNER and all other services ordered by the OWNER which cannot be equitably related to the construction cost.

THE OWNER AGREES:

4. To pay the ENGINEER for services outlined in Paragraphs 1 and 2 above, a percentage fee, based upon the cost of construction for which plans and specifications are prepared, in accordance with Schedule B of the Manual of Practice for Professional Engineers in Private Practice as published by the Illinois Society of Professional Engineers and attached hereto.

Percentage fee payments shall be made as follows:

a. 70% of the percentage fee when detailed plans and specifications have been completed.

b. 80% of the percentage fee when construction contracts are awarded.

c. The balance of the percentage fee during the period of construction in monthly installments based upon the percentage of completion of construction.

For the purpose of arriving at the amount due for services, performed by the ENGINEER prior to construction, the estimated cost shall be used as a basis for computing the amount due until the cost is

established by construction, after which the said fee shall be adjusted to conform to the actual construction cost.

d. To pay the ENGINEER on the attached Schedule of Charges for additional services outlined in Paragraph 3, and for services outlined in Paragraph 1 on improvements abandoned by the OWNER prior to completion of services under Paragraph 1.

THE OWNER AND THE ENGINEER MUTUALLY AGREE:

5. That this agreement shall be subject to the following special provisions:

a. Soil Test Borings and other subsurface exploration included in Paragraph 1, shall include two (2) possible tank sites as designated by the OWNER.

b. By mutual agreement, partial payments, not to exceed 90 per cent of the amount earned may be made from time to time during the preparation of the construction plans and specifications.

6. The OWNER and the ENGINEER each binds himself, his partners, successors, executors, administrators and assignees to each other party hereto in respect to all the covenants and agreements herein and, except as above, neither the OWNER nor the ENGINEER shall assign, sublet or transfer any part of his interest in this agreement without written consent of the other party hereto.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 1976.

OWNER:  
VILLAGE OF CHATHAM, ILLINOIS

BY \_\_\_\_\_

Village President

ENGINEER:  
BENTON & ASSOCIATES, INC.

BY \_\_\_\_\_

President

ATTEST: \_\_\_\_\_

City Clerk

\_\_\_\_\_

Secretary

ILLINOIS SOCIETY OF PROFESSIONAL ENGINEERS

MANUAL OF PRACTICE FOR PROFESSIONAL

ENGINEERS IN PRIVATE PRACTICE

SCHEDULE "B"

<u>COST OF CONSTRUCTION</u>		<u>FEE</u>
First	\$ 30,000.00	13.0%
Next	\$ 20,000.00	10.2%
Next	\$ 50,000.00	7.8%
Next	\$ 200,000.00	6.7%
Next	\$ 200,000.00	6.1%
Next	\$ 500,000.00	5.5%
Next	\$1,000,000.00	5.1%
Next	\$2,000,000.00	4.8%
Next	\$6,000,000.00	4.75%

BENTON & ASSOCIATES, INC.  
CONSULTING ENGINEERS/LAND SURVEYORS  
JACKSONVILLE, ILLINOIS

SCHEDULE OF CHARGES  
(FOR WORK NOT ON A PERCENTAGE FEE BASIS)

<u>CLASSIFICATION</u>	<u>RATE</u>
PRINCIPAL	\$ 25.00
ASSOCIATE	\$ 22.50
REGISTERED PROFESSIONAL ENGINEER	\$ 20.00
REGISTERED LAND SURVEYOR	\$ 18.00
DESIGN ENGINEER-CONSTRUCTION ENGINEER	\$ 18.00
PARTY CHIEF	\$ 15.00
ENGR. TECHNICIAN (INSTRUMENTMAN, DRAFTSMAN)	\$ 12.00
ENGINEERING AIDE (RODMAN, TRACER, MATERIALS ASSISTANT)	\$ 10.50
SECRETARY	\$ 6.00
RESIDENT ENGINEER	\$ 15.00
INSPECTOR	\$ 12.50
MILEAGE	\$ 0.18

SPECIALIZED SERVICES AT COST PLUS 10%

NOTE:

THE ABOVE CHARGES INCLUDE LABOR AND OVERHEAD BUT NOT INCIDENTAL EXPENSES SUCH AS LODGING, ETC. (LODGING AND SUBSISTENCE NORMALLY RANGES BETWEEN \$15.00 and \$20.00/DAY/PERSON.)

EDM - ELECTRONIC DISTANCE MEASURING EQUIPMENT, WHERE REQUIRED, WILL NORMALLY COST \$50.00/DAY ADDITIONAL.

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT, made at Chatham, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 1976, by and between the Village of Chatham of Sangamon County, Illinois, hereinafter called the OWNER, and Benton & Associates, Inc., Consulting Engineers, Jacksonville, Illinois, hereinafter called the ENGINEER:

WITNESSETH: That whereas the OWNER is contemplating the construction of a NEW ELEVATED WATER STORAGE TANK.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein set forth for the construction of the above named improvements:

THE ENGINEER AGREES:

1. To make all necessary surveys for the preparation of construction plans, prepare detailed Plans and Specifications, estimate of cost, attend all necessary meetings and conferences, making of soil test borings and other subsurface exploration as required, assist in receiving alternate proposals and awarding contracts for construction, and furnish such data as may be required by approving agencies for construction.

2. After contracts are awarded, to furnish general construction guidance including periodical inspection as the work progresses, check all shop and working drawings, review and check all reports by bureaus or laboratories on equipment or materials tested, attend all necessary meetings and conferences, review periodical and final estimates for payment to Contractor and make an inspection of the work completed before recommending that final payment be made to the Contractor, but the ENGINEER does not guarantee the performance of the Contract by the Con-



tractor. (The performance of the Contract by the Contractor is to be guaranteed by a surety bond furnished by the Contractor.)

3. To furnish additional services as may be required, such as, but not limited to, construction, staking, resident engineering and inspection of construction, property or right-of-way surveys, preparation of periodical and final estimates for payment to Contractor, change in plans and specifications ordered by the OWNER and all other services ordered by the OWNER which cannot be equitably related to the construction cost.

THE OWNER AGREES:

4. To pay the ENGINEER for services outlined in Paragraphs 1 and 2 above, a percentage fee, based upon the cost of construction for which plans and specifications are prepared, in accordance with Schedule B of the Manual of Practice for Professional Engineers in Private Practice as published by the Illinois Society of Professional Engineers and attached hereto.

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established by construction, after which the said fee shall be adjusted to conform to the actual construction cost.

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6. The OWNER and the ENGINEER each binds himself, his partners, successors, executors, administrators and assignees to each other party hereto in respect to all the covenants and agreements herein and, except as above, neither the OWNER nor the ENGINEER shall assign, sublet or transfer any part of his interest in this agreement without written consent of the other party hereto.

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BY \_\_\_\_\_

Village President

ATTEST: \_\_\_\_\_

City Clerk

ENGINEER:  
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BY *Robert H. Benton*

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