

**AGENDA**  
**PUBLIC WORKS & UTILITIES COMMITTEE**  
**Village of Hoffman Estates**  
**December 21, 2015**

**7:00 p.m. – Board Room**

Members:	Anna Newell, Chairperson	Gary G. Stanton, Trustee
	Michael Gaeta, Vice Chairperson	Gayle Vandenberg, Trustee
	Gary Pilafas, Trustee	William McLeod, Mayor
	Karen V. Mills, Trustee	

- I. Roll Call**
- II. Approval of Minutes – November 23, 2015**

**OLD BUSINESS**

- 1. Request approval of a resolution authorizing the Village President to enter into three (3) Intergovernmental Agreements (IGA) with the Illinois State Toll Highway Authority (Tollway) for work on Village bridge, water and sewer mains with an estimated total cost of \$335,401.10.

**NEW BUSINESS**

- 1. Request authorization to award the contract for engineering design and construction management for the Grand Canyon Storm Sewer project for to Chastain and Associates, of Schaumburg, IL, in the not to exceed \$56,292.59.
- 2. Request authorization to award annual contract for Brivo Hosting Fees for Village facilities to Sound Incorporated, Naperville, IL (low bid), at a cost not to exceed \$21,937.32.
- 3. Request authorization to award contract for mechanical services for the replacement of the Public Works Center Make-Up Air Units to Jensen's Plumbing and Heating Inc., Woodstock, IL, in an amount not to exceed \$92,125.
- 4. Request acceptance of the Department of Public Works Monthly Report.
- 5. Request acceptance of the Department of Development Services Monthly Report for the Transportation and Engineering Division.

- III. President's Report**
- IV. Other**
- V. Items in Review**
- VI. Adjournment**

*The Village of Hoffman Estates complies with the Americans with Disabilities Act (ADA). For accessibility assistance call the ADA Coordinator at 847/882-9100.*

**Village of Hoffman Estates**

**PUBLIC WORKS & UTILITIES  
COMMITTEE MEETING MINUTES**

**November 23, 2015**

**I. Roll Call**

**Members in Attendance:**

**Anna Newell, Chairperson  
Michael Gaeta, Vice Chairperson  
Trustee Gary Pilafas  
Trustee Karen Mills  
Trustee Gary Stanton  
Trustee Gayle Vandenberg  
Mayor William McLeod**

**Management Team Members  
in Attendance:**

**Jim Norris, Village Manager  
Art Janura, Corporation Counsel  
Dan O'Malley, Deputy Village Manager  
Mark Koplun, Asst. Vlg. Mgr.-Dev. Services  
Gary Salavitch, Director of Engineering  
Jeff Jorian, Fire Chief  
Ted Bos, Police Chief  
Joseph Nebel, Dir. of Public Works  
Rachel Musiala, Director of Finance  
Bruce Anderson, CATV Coordinator  
Fred Besenhoffer, Director of IS  
Ashley Monroe, Asst. to Village Manager  
Austin Pollack, Admin. Intern  
Ben Gibbs, GM of Sears Arena  
Patti Cross, Asst. Corporation Counsel**

The Public Works and Utilities Committee meeting was called to order at 7:08 p.m.

**II. Approval of Minutes – October 26, 2015**

Motion by Trustee Gaeta, seconded by Trustee Stanton, to approve the Public Works & Utilities Committee meeting minutes of October 26, 2015. Voice vote taken. All ayes. Motion carried.

**NEW BUSINESS**

- 1. Request approval of a resolution authorizing the Village President to enter into a new (2) Intergovernmental Agreement (IGA) with the Illinois State Toll Highway Authority (Tollway) for work on Village bridge, water and sewer mains with an estimated total cost of \$217,447.09.**

An item summary sheet from Joe Nebel, Gary Salavitch and Haileng Xiao was presented to Committee.

Mr. Nebel noted the agreements were the first two related to the utility extensions under the tollway and indicated there will be at least one more.

Motion by Trustee Gaeta, seconded by Mayor McLeod, authorizing the Village President to enter into a new (2) Intergovernmental Agreement (IGA) with the Illinois State Toll Highway Authority (Tollway) for work on Village bridge, water and sewer mains with an estimated total cost of \$217,447.09.. Voice vote taken. All ayes. Motion carried.

**2. Request acceptance of the Department of Public Works Monthly Report.**

The Department of Public Works monthly report was presented to Committee.

Motion by Trustee Gaeta, seconded by Trustee Stanton, to accept the Department of Public Works Monthly Report. Voice vote taken. All ayes. Motion carried.

**3. Request acceptance of the Department of Development Services Monthly Report for the Transportation and Engineering Division.**

The Department of Development Services monthly report for the Transportation and Engineering Division was presented to Committee.

Motion by Trustee Gaeta, seconded by Mayor McLeod, to accept the Department of Development Services Monthly Report for the Transportation and Engineering Division. Voice vote taken. All ayes. Motion carried.

**III. President’s Report**

**IV. Other**

**V. Items in Review**

**VI. Adjournment**

Motion by Trustee Gaeta, seconded by Trustee Mills, to adjourn the meeting at 7:11 p.m. Voice vote taken. All ayes. Motion carried.

Minutes submitted by:

\_\_\_\_\_  
Jennifer Djordjevic, Director of Operations &  
Outreach, Office of the Mayor and Board

\_\_\_\_\_  
Date

**COMMITTEE AGENDA ITEM  
VILLAGE OF HOFFMAN ESTATES**

**SUBJECT:** Request approval of a resolution authorizing the Village President to enter into three (3) Intergovernmental Agreements (IGA) with the Illinois State Toll Highway Authority (Tollway) for work on Village bridge, water and sewer mains with an estimated total cost of \$335,401.10.

**MEETING DATE:** December 21, 2015

**COMMITTEE:** Public Works and Utilities

**FROM:** Joseph Nebel, Director of Public Works  
Gary Salavitch, Director of Engineering  
Haileng Xiao, Superintendent of Water and Sewer

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**PURPOSE:** To review and approve Intergovernmental Agreements with the Illinois Tollway.

**BACKGROUND:** The Tollway's "Move Illinois" project involving bridge work, sound walls, retaining walls and utility relocations for I-90 widening affects the Village's Beverly Road Bridge and 14 water, sewer and fiber optic lines that cross I-90 and provide services to the Village. Beverly Road Bridge (constructed in 1994) needs repairs to maintain structural integrity. Some crossings of Village's utility lines are in direct conflict with the proposed Tollway work. Through joint effort of Tollway/Village staff and consultant engineers most of the conflicts have been resolved through revision of construction plans at no or little cost to the Village. However, a few of the conflicts can only be resolved by added protection to the Village's utility lines through extension of casing pipes or the relocation of utility lines to avoid conflicts.

The Village's bridge and utility line crossings were constructed under Tollway standard permits that allow municipalities to extend facilities across Tollway to provide services to the public. Under those permits it is the Village's responsibility to relocate, maintain and protect the bridge and utility crossings constructed under the permits and to eliminate conflicting situations.

**DISCUSSION:**

Due to the large scale of the Tollway construction it is most cost effective for the Village to accomplish the repair, relocation and protection of Village properties by adding the work to the existing Tollway construction contracts. In using this approach, the mobilization and bidding costs, Tollway permit fee and access difficulties are reduced or avoided.

Labor and material unit costs are lower than what Village would receive from bidding the work out separately. Project management and coordination with Tollway contractor will be much simpler by being part of the Tollway construction project. Due to these reasons, Village staff and consultant engineers, after reviewing Tollway construction plans, requested plan changes to include the bridge repair, relocation and protection of Village water and sewer mains through the IGAs. Tollway engineers, after making changes to the Tollway construction plans and bid documents, submitted estimated costs in the form of IGAs to the Village. Village Staff and consultant engineers have reviewed IGAs and consider the costs reasonable. The following is a summary of the estimates for work required due to the Tollway widening (some are the actual costs because the added items have already been completed due to the urgency of schedule):

**1. Combined IGA for work under Contracts I-14-4205 & I-15-4232**

**A. IGA for work to resolve two conflicts under Contract I-14-4205 -----  
\$126,296.79**

The IGA for I-14-4205 is the 16" water main that crosses both Beverly Road Bridge and the I-90 Tollway in conflict with a new storm sewer and new east & west bound lanes. The solution is to extend casing pipes for the water mains both north and south of the Tollway (including engineering & construction management services) - \$55,200.00  
Related minor bridge repair (including engineering & construction management services) - \$9,822.49

The second part of the IGA is the 16" water main that crosses both I-90 Tollway and Route 59 exit ramp in conflict with both new east and west bound lanes, new shelter building and the exit ramp. The solution is to relocate a section of the 16" water mains with a bend and to extend casing pipes for the 16" water mains at north of the Tollway at a cost (including engineering services & construction management services) - \$61,274.30

This 16" water main was installed as future (currently inactive) service connection to Sutton Crossing and the property owner has agreed to reimburse the Village for the full cost of the work to protect and relocate the service connection of 16" water mains.

**B. IGA for work to repair Beverly Road Bridge under Contract I-15-4232 -  
\$71,900.30**

Tollway engineer's inspection of the Beverly Road Bridge over I-90 indicated many structural defects with cracks in concrete due to the adverse impact of aging, corrosion and weathering. The restoration and rebuild work includes epoxy injection, joint seal, minor repairs to the structure and bridge deck in the form of approach slab partial depth and full depth patching, deck slab partial depth patching, parapet joint sealing and minor parapet structural repair and etc. Work being done now will reduce our maintenance costs into the future. It should be anticipated that some work is needed over time on this bridge deck. No bridge maintenance has been done since the bridge was constructed in 1994 (including engineering & construction management services) - \$71,900.30

**2. IGA for work to resolve two conflicts under Contract I-14-4180 - \$115,096.25**

The first is the 8" water main crossing I-90 Tollway from the south of Thomas Engineering site in conflict with new retaining wall and relocated JAWA transmission water main. The solution is disconnection of the 8" water main and abandon the section in conflict and let water services to Thomas Engineering Building be provided from Central Road. The 8" pipe is to be extended and reduced to 4" with a cap as alternate future sewer force main.

The second conflict was a 4" sanitary sewer force main for Thomas Lift station south of the Thomas Engineering building in conflict with new retaining wall and relocated JAWA transmission water main. The solution is an extension of the casing pipe for both 4" force main and the 8" pipe. The combined estimated cost for the above (including engineering & construction management services) - \$115,096.25.

The above work was already completed due to urgency of the schedule. Due to the unforeseen conditions of the pipes exposed during the project and the unexpected repair and replacement that was required the final costs is much higher than the earlier engineer's estimate of \$19,250.00. The extra work completed includes replacement of a section of the leaking force main with a bend that was damaged by corrosion and the repair of two additional leaks on the force main.

**3. IGA for work to resolve a conflict with Contract I-14-4206 ----- \$22,107.76**

The 4" sanitary sewer force main for Thomas Lift station is in conflict with new east bound lane and new retaining wall at south of the Tollway. The solution is extension of the casing pipe. The estimated cost is (including engineering & construction management services)-- \$22,107.76

**FINANCIAL IMPACT:**

The total estimated cost for all of the above work in IGAs is \$335,401.10. Due to the possibility that actual construction costs could be higher than the estimates due to field conditions, staff anticipates the total costs should not exceed \$385,720.

As previously stated the property owner of Sutton Crossing will reimburse the Village the full cost of the work to extend casing pipes and to reconfigure the future water service connection to the property (\$61,274.30). The remaining estimated net cost for water & sewer related work to the Village for the IGAs is \$192,404.01. FY 2016 Budget/Bond Funds (Water System Improvements 40406725-4609) has sufficient funds to cover these costs.

The total estimated cost for bridgework is \$81,722.79 which will be funded by 2016 EDA Bond funds.

**RECOMMENDATION:**

Request approval of a resolution authorizing the Village President to enter into three (3) Intergovernmental Agreements (IGA) with the Illinois State Toll Highway Authority (Tollway) for work on Village bridge, water and sewer mains with an estimated total cost of \$335,401.10

VILLAGE OF HOFFMAN ESTATES

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO ENTER INTO INTERGOVERNMENTAL AGREEMENTS WITH THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

WHEREAS, Article VII, Section 6 of the 1970 Illinois Constitution authorizes the Village of Hoffman Estates and the Illinois State Toll Highway Authority to contract upon matters of mutual interest; and

WHEREAS, the Village of Hoffman Estates and the Illinois State Toll Highway Authority wish to enter into Intergovernmental Agreements for work on Village bridge, water and sewer mains attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Hoffman Estates, Cook and Kane Counties, Illinois, as follows:

Section 1: That the Village President of the Village of Hoffman Estates is hereby authorized to sign the Village of Hoffman Estates and Illinois State Toll Highway Authority Intergovernmental Agreements providing for work on Village bridge, water and sewer mains.

Section 2: That this Resolution shall be in full force and effect immediately from and after its passage and approval.

PASSED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2015

Table with 5 columns: VOTE, AYE, NAY, ABSENT, ABSTAIN. Rows list Village officials: Trustee Karen V. Mills, Trustee Anna Newell, Trustee Gary J. Pilafas, Trustee Gary G. Stanton, Trustee Michael Gaeta, Trustee Gayle Vandenberg, Mayor William D. McLeod.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015

\_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_  
Village Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
AND  
THE VILLAGE OF HOFFMAN ESTATES**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this \_\_\_\_\_ day of \_\_\_\_\_ AD, 2015, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", and THE VILLAGE OF HOFFMAN ESTATES, a municipal corporation of the State of Illinois, hereinafter called the "VILLAGE", individually referred to as "PARTY", and collectively referred to as "PARTIES".

**WITNESSETH:**

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the Jane Addams Memorial ILLINOIS TOLLWAY (I-90) from the John F. Kennedy Expressway to Interstate Route 39 (hereinafter sometimes referred to as "Toll Highway"), and included in multiple ILLINOIS TOLLWAY construction contract(s) including but not limited to Contract I-14-4205 and Contract I-15-4232 (hereinafter referred to as the "PROJECT") by making the following improvements:

**Contract I-14-4205**

The I-90 outside mainline lanes and shoulders from east of Illinois Route 25 to west of Higgins Road will be reconstructed along with the outside portion of the I-90 Bridge over the Wisconsin Central Limited (WCL) Railroad. Beverly Road over I-90 and Illinois Route 59 over I-90 will be rehabilitated. The Beverly Road and Illinois Route 59 ramps will be partially reconstructed. The ILLINOIS TOLLWAY will be constructing retaining walls, noise abatement walls, a new roadway drainage system, installing new roadway lighting, signing and Intelligent Transportation System (ITS), and all other work necessary to complete the PROJECT in accordance with the approved plans and specifications; and

**Contract I-15-4232**

The inside mainline lanes, shoulders and median barriers from east of Illinois Route 25 to Higgins Road will be reconstructed along with the inside portion of the I-90 Bridge over the Wisconsin Central Limited (WCL) Railroad. A new roadway drainage system will be installed, construction and maintenance of erosion control item, installing new roadway lighting and signing, and all other work necessary to complete the PROJECT in accordance with the approved plans and specifications; and

WHEREAS, the VILLAGE has jurisdiction and maintenance of the Beverly Road Bridge over I-90 and requests that the ILLINOIS TOLLWAY include in its PROJECT



minor repairs to the structure and bridge deck in the form of approach slab partial depth and full depth patching, deck slab partial depth patching, parapet joint sealing and minor parapet structural repair. The VILLAGE also has its existing water main in conflict which cross I-90, (1) east of Beverly Road and (2) east of Illinois Route 59 which are under permit with the ILLINOIS TOLLWAY and requests that the ILLINOIS TOLLWAY repair the bridge deck and relocate the water mains as part of as part of the PROJECT, hereinafter referred to as the "VILLAGE IMPROVEMENTS"; and

WHEREAS, the ILLINOIS TOLLWAY agrees to the VILLAGE's request to include the VILLAGE IMPROVEMENTS in the PROJECT; and

WHEREAS, subsequent to this AGREEMENT, the VILLAGE agrees to obtain from the ILLINOIS TOLLWAY an approved permit for the water main relocation located on ILLINOIS TOLLWAY property, and to abide by all conditions set forth therein; and

WHEREAS, the ILLINOIS TOLLWAY and the VILLAGE by this instrument, desire to determine and establish their respective responsibilities toward engineering, right of way acquisition, utility relocation, construction, funding and maintenance of the PROJECT as proposed; and

WHEREAS, the ILLINOIS TOLLWAY by virtue of its powers as set forth in the "Toll Highway Act," 605 ILCS 10/1 *et seq.* is authorized to enter into this AGREEMENT; and

WHEREAS, the VILLAGE by virtue of its powers as set forth in the Illinois Municipal Code 65 ILCS 5/1-1-1 *et seq.* is authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative Intergovernmental Agreement is appropriate and such an Agreement is authorized by Article VII, Section 10 of the Illinois Constitution and the "Intergovernmental Cooperation Act", 5 ILCS 220/1 *et seq.*

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES hereto agree as follows:

## **I. ENGINEERING**

- A. The ILLINOIS TOLLWAY agrees to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT, subject to reimbursement by the VILLAGE as hereinafter stipulated. During the design and preparation of the plans and specifications, the ILLINOIS TOLLWAY shall submit the plans and specifications to the VILLAGE for its review and comment at the following stages of plan preparation:

40% Complete

95% Complete (pre-final)

Final

- B. The final approved plans and specifications for the PROJECT shall be promptly delivered to the VILLAGE by the ILLINOIS TOLLWAY.
- C. The VILLAGE shall review the plans and specifications which impact the VILLAGE's maintained highways and water main within fifteen (15) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the VILLAGE within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the VILLAGE shall mean the VILLAGE agrees with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the VILLAGE's maintained highways and water main. In the event of disapproval, the VILLAGE will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY.
- D. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- E. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits and approvals (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Kane-Du Page Soil and Water Conservation District, Du Page County, including but not limited to Department of Environmental Concerns and Division of Highways, Illinois Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.
- F. The VILLAGE shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use of its property and right of way to the ILLINOIS TOLLWAY, without charge to the ILLINOIS TOLLWAY. Any permit for right of access, temporary use shall not be unreasonably withheld by the VILLAGE.

## II. RIGHT OF WAY

- A. The acquisition or transfer of permanent right of way interests is not required from the VILLAGE for the construction of the PROJECT pursuant to the approved plans and specifications, nor is the transfer of any interest in the VILLAGE's or the

ILLINOIS TOLLWAY's property or rights of way which the VILLAGE or the ILLINOIS TOLLWAY deem necessary for the maintenance and operation of their respective highway systems. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any interest in the VILLAGE's right of way or of the ILLINOIS TOLLWAY's right of way.

- B. In the event the ILLINOIS TOLLWAY identifies areas of the VILLAGE's right of way temporarily needed for the ILLINOIS TOLLWAY to enter, access and use to allow the ILLINOIS TOLLWAY and/or its contractor(s) to construct the PROJECT, the VILLAGE, shall upon the ILLINOIS TOLLWAY's application on the VILLAGE's permit form, together with a plan set, issue the ILLINOIS TOLLWAY a permit without charge to the ILLINOIS TOLLWAY; allowing the ILLINOIS TOLLWAY all temporary use necessary in furtherance of this AGREEMENT. In addition, the VILLAGE shall waive any bonding requirements. The ILLINOIS TOLLWAY agrees that upon completion of the PROJECT, those lands impacted by the ILLINOIS TOLLWAY or this PROJECT will be restored to an "as good as – or – better" than pre-construction condition. Approval of any permit shall not be unreasonably withheld by the VILLAGE. The ILLINOIS TOLLWAY shall perform all survey work and prepare all parcel plats and legal descriptions for all right of way (both permanent and temporary) necessary for the construction of the PROJECT pursuant to the plans and specifications.

### **III. UTILITY RELOCATION**

- A. The ILLINOIS TOLLWAY agrees to provide the VILLAGE, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing VILLAGE rights of way which require adjustment as part of the PROJECT. As part of its PROJECT engineering responsibilities, the ILLINOIS TOLLWAY shall identify adjustments to the aforementioned existing utilities.
- B. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements.
- C. The VILLAGE agrees to make arrangements for and issue all permits for the PROJECT and cooperate with necessary adjustments to existing utilities located within existing VILLAGE rights of way, and on proposed VILLAGE rights of way where improvements to VILLAGE highways are proposed by the VILLAGE to be done in conjunction with the PROJECT, at no expense to the ILLINOIS TOLLWAY.
- D. The ILLINOIS TOLLWAY agrees to make arrangements for and issue all permits for the PROJECT required adjustments to utility facilities located on existing ILLINOIS TOLLWAY rights of way, and on proposed ILLINOIS TOLLWAY rights of way which are outside areas of VILLAGE jurisdiction, where

improvements to ILLINOIS TOLLWAY facilities are proposed to be done as part of the PROJECT, at no expense to the VILLAGE.

- E. At all locations where utilities are located on VILLAGE rights of way and must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the VILLAGE agrees to cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s) at no cost to the ILLINOIS TOLLWAY. The ILLINOIS TOLLWAY agrees to reimburse and/or credit the VILLAGE for any and all out of pocket costs the VILLAGE may incur in causing the aforementioned utility or utilities to be adjusted.
- F. At all locations where utilities are located on ILLINOIS TOLLWAY rights of way and must be adjusted due to work proposed by the VILLAGE, the ILLINOIS TOLLWAY agrees to make arrangements with the applicable utility and issue all permits for the requisite adjustment(s). At all locations where the VILLAGE's utilities are located on ILLINOIS TOLLWAY rights of way and must be adjusted due to work proposed by the VILLAGE or due to work proposed by the ILLINOIS TOLLWAY, the VILLAGE agrees to obtain from the ILLINOIS TOLLWAY an approved permit for the facility, and to abide by all conditions set forth therein. The VILLAGE agrees to reimburse the ILLINOIS TOLLWAY for any and all out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned utility or utilities to be adjusted.
- G. In the event that the work proposed by the VILLAGE results in a conflict with the ILLINOIS TOLLWAY's fiber optic cable system, the VILLAGE shall reimburse the ILLINOIS TOLLWAY for the cost to locate, mark, design, protect, adjust and/or relocate the system.
- H. At all locations where the ILLINOIS TOLLWAY's infrastructure (remote traffic microwave sensors, message signs, weather stations, weigh-in-motion sites, signs, roadway lighting controllers, electrical services and data connections) that are currently in place within the PROJECT limits and must be adjusted due to work proposed by the VILLAGE, the VILLAGE agrees to reimburse the ILLINOIS TOLLWAY for any and all out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned infrastructure to be adjusted.

#### **IV. CONSTRUCTION**

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, obtain VILLAGE concurrence as to the amount of bids (for work to be funded wholly or partially by the VILLAGE before award), award the contract(s), provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications, subject to reimbursement by the VILLAGE as hereinafter stipulated.

- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the VILLAGE shall be submitted to the VILLAGE for approval prior to commencing such work. The VILLAGE shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the VILLAGE shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the VILLAGE within fifteen (15) calendar days after delivery to the VILLAGE of the proposed deviation, the proposed deviation shall be deemed approved by the VILLAGE.
- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the VILLAGE, the ILLINOIS TOLLWAY shall provide no less than five (5) calendar days' written notice to the VILLAGE prior to commencement of work on the PROJECT.
- D. The VILLAGE and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the VILLAGE's system. The VILLAGE shall assign personnel to perform inspections on behalf of the VILLAGE of all work included in the PROJECT that affects the VILLAGE's system, and will deliver written notices to the Chief Engineer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- E. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- F. The ILLINOIS TOLLWAY shall give notice to the VILLAGE upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the VILLAGE, and the VILLAGE shall make an inspection thereof not later than seven (7) calendar days after notice thereof. If the VILLAGE does not perform a final inspection within seven (7) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the PARTIES hereto, the PROJECT shall be deemed accepted by the VILLAGE. At the request of the VILLAGE, the ILLINOIS TOLLWAY's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the VILLAGE's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Chief Engineer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The VILLAGE shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.

- G. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the most current version of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

## V. FINANCIAL

- A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs subject to reimbursement by the VILLAGE as hereinafter stipulated.
- B. It is mutually agreed by the PARTIES hereto that preliminary and design engineering costs shall be computed as 5% of the actual construction costs and that construction engineering shall be computed as 10% of actual construction costs.
- C. It is mutually agreed by the PARTIES hereto that the estimated cost to the VILLAGE for the VILLAGE IMPROVEMENTS to be constructed in Contract I-14-4205 is \$109,823.30 for construction costs, \$5,491.16 (5% of construction costs) for preliminary and design engineering and \$10,982.33 (10% of construction costs) for construction engineering, for a total estimated cost of \$126,296.79.
- D. It is mutually agreed by the PARTIES hereto that the estimated cost to the VILLAGE for the VILLAGE IMPROVEMENTS to be constructed in Contract I-15-4232 is \$62,522.00 for construction costs, \$3,126.10 (5% of construction costs) for preliminary and design engineering and \$6,252.20 (10% of construction costs) for construction engineering, for a total estimated cost of \$71,900.30.
- E. The VILLAGE IMPROVEMENTS combined from both contracts are estimated at \$198,197.09.
- F. It is further agreed that notwithstanding the estimated cost, the VILLAGE shall be responsible for the actual costs associated with the requested VILLAGE IMPROVEMENTS described in the Recital section of this AGREEMENT.
- G. The VILLAGE agrees that upon award of the contract for this improvement and receipt of an invoice from the ILLINOIS TOLLWAY, the VILLAGE will pay to the ILLINOIS TOLLWAY, an amount equal to 80% of its obligation incurred under this AGREEMENT, based upon actual bid prices, and will pay to said ILLINOIS TOLLWAY the remainder of its obligation in a lump sum, upon completion of the PROJECT, based on final costs.

- H. Either the VILLAGE or the ILLINOIS TOLLWAY may request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The ILLINOIS TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

## **VI. MAINTENANCE - DEFINITIONS**

- A. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means the VILLAGE.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the VILLAGE.
- C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:
1. "Routine maintenance" refers to the day to day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, and grate and scupper cleaning and repair, including compliance with state laws and local ordinances.
  2. "Structural maintenance" refers to the integrity of the grade separation structure, including abutments, bridge deck beams, bridge deck (except wearing surface), expansion joints, parapet walls and drainage structures.
  3. "Signal maintenance" refers to all aspects of installation, repair, replacement, timing, and operation of traffic signals, including signal loops, signal supports or bases, interconnects to Ramp Queue Detection Warning Systems and power, but shall not include permanently installed variable message signs or temporary signals or signs relating to construction or repair projects.
  4. "Lighting maintenance" refers to all aspects of installation, repair, replacement and operation of roadway lighting including power, but shall not include temporary lighting relating to construction or repair projects.

5. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the PARTIES hereto, to the motoring public, to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.
- D. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only, and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.
- E. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to another concerning a matter covered by this AGREEMENT, for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.
- F. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.
- G. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice provided, or in the case of the ILLINOIS TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineer.
- H. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.
- I. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.
- J. These are three types of bridge structures that intersect the ILLINOIS TOLLWAY rights of way:



1. Type 1. An intersection where a grade separation structure has been constructed to carry the toll highway over the local road.
2. Type 2. An intersection where a grade separation structure has been constructed to carry the local road over the toll highway.
3. Type 3. An intersection where a partial or complete ramp interchange system, as well as a grade separation structure, has been constructed between the local road and the toll highway.

**VII. MAINTENANCE - RESPONSIBILITIES**

- A. The ILLINOIS TOLLWAY agrees to maintain I-90 in its entirety.
- B. The VILLAGE agrees to maintain, or cause to maintain, Beverly Road, including all facilities, sidewalks, bike paths, and any and all fences, walls or appurtenances built to separate vehicular traffic from pedestrian traffic, lighting, roads, etc., or any work the ILLINOIS TOLLWAY is including in the PROJECT for the VILLAGE at their request, in its entirety. The VILLAGE also agrees to retain ownership and maintenance of the water mains relocated as part of this PROJECT in their entirety in accordance with the VILLAGE’s approved permit from the ILLINOIS TOLLWAY.
- C. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph \_\_ above and involve the following roadway(s):

Type of Bridge Structure	Affected Roadway
Type 2	Beverly Road

1. Type 2 - VILLAGE Roadway over ILLINOIS TOLLWAY Right of Way
  - a. The VILLAGE has all maintenance responsibility as to the following:
    - i. All VILLAGE right of way and VILLAGE highway roadway approaches to the grade separation structure, including but not limited to pavement, curb and gutter, shoulders, sidewalks, guardrail, approach slabs, and approach embankments outside access control fences.
    - ii. The following portions of the grade elevation structure:
    - iii. The wearing surface;
    - iv. The deck, below the wearing surface and above the structural beams including expansion joints, parapet walls, railings, etc.;

- v. Drainage facilities above structural beams and girders;
  - vi. All lighting except underpass;
  - vii. All VILLAGE signals and signs;
  - viii. To the extent not addressed in other intergovernmental agreements to which the VILLAGE is a PARTY, any facilities designed for traffic other than motor vehicles, such as bicycle or pedestrian paths or lanes;
  - ix. All drainage facilities carrying exclusively VILLAGE drainage.
- b. The ILLINOIS TOLLWAY has all maintenance responsibility for all portions thereof not maintained by the VILLAGE as set forth herein, including but not limited to the following:
- i. All parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments and piers;
  - ii. All fences along ILLINOIS TOLLWAY routes, except overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic;
  - iii. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;
  - iv. All remaining drainage facilities installed for the purpose of carrying exclusively Toll Highway drainage;
  - v. All underpass lighting.
- D. The PARTIES agree that the ILLINOIS TOLLWAY reserves the exclusive right to review and approve the following:
- 1. Any and all signage affixed to the grade separation structure or placed on ILLINOIS TOLLWAY right of way;
  - 2. The permitting of any and all loads traversing a grade separation structure over the ILLINOIS TOLLWAY issued in accordance with 92 Illinois Administrative Code 554, Subchapter f, Subpart F, Section 554.605 (Super load Moves).
- E. The ILLINOIS TOLLWAY will perform the periodic inspections required by the guidelines developed and agreed to by the ILLINOIS TOLLWAY and the Illinois Department of Transportation in 1996 and consistent with the National Bridge Inspection Standards (NBIS) to determine the current condition ratings for all

jointly maintained bridges. The inspections performed by the ILLINOIS TOLLWAY will provide condition ratings for the entire jointly maintained structure. The ILLINOIS TOLLWAY and the VILLAGE will perform the inspections necessary to collect in depth information for determining maintenance and repair needs for the portions of the structure for which they have maintenance responsibility. A copy of the ILLINOIS TOLLWAY's final inspection reports shall be delivered to the VILLAGE.

- F. In the event the VILLAGE must perform maintenance of the superstructure, as required, the ILLINOIS TOLLWAY, after proper notice by the VILLAGE, shall assist in the coordination of any required lane closures on I-90 to perform such maintenance work.
- G. The PARTIES agree that each PARTY has the duty to perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.

#### **VIII. ADDITIONAL MAINTENANCE PROVISIONS**

- A. It is understood and agreed by the PARTIES hereto that this AGREEMENT shall supersede any and all earlier Agreements entered into by the PARTIES hereto regarding maintenance of VILLAGE highways and Toll Highway facilities within the limits of this PROJECT.
- B. During construction, the VILLAGE shall continue to maintain all portions of the PROJECT within the VILLAGE's right of way that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications, and the ILLINOIS TOLLWAY shall continue to maintain all portions of the Toll Highway that are not required to be maintained by the construction contractor(s).
- C. All items of construction which are stipulated in this AGREEMENT to be maintained by the VILLAGE shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the VILLAGE, and all items of construction which are stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.
- D. The VILLAGE and the ILLINOIS TOLLWAY agree to remove all snow and ice from the roadways under their respective jurisdiction, and such removal shall be accomplished in such a manner as not to block or obstruct any roadway of the other party.
- E. Nothing herein is intended to prevent or preclude the VILLAGE and the ILLINOIS TOLLWAY from entering into reciprocal agreements in the future for any

particular interchange for the efficient removal of snow, ice, and debris or for incident management.

## **IX. GENERAL PROVISIONS**

- A. It is understood and agreed that this is an AGREEMENT between the Village of Hoffman Estates and the Illinois State Toll Highway Authority.
- B. It is understood and agreed by the PARTIES hereto, that the ILLINOIS TOLLWAY shall have jurisdiction of I-90. The VILLAGE shall retain jurisdiction of Beverly Road traversed or affected by I-90 except as otherwise expressly provided for in this AGREEMENT. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.
- C. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- D. Wherever in this AGREEMENT approval or review by either the VILLAGE or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- E. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- F. In the event of a dispute between VILLAGE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY and the VILLAGE's Director of Engineering shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT or in the carrying out of the terms of this AGREEMENT in reference to the PROJECT, the decision of the Chief Engineer of the ILLINOIS TOLLWAY shall be final.
- G. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.

- H. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is 36-2434131 and it is doing business as a governmental entity, whose mailing address is Village of Hoffman Estates, 1900 Hassell Road, Hoffman Estates, Illinois 60169.
- I. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- J. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.
- K. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- L. The failure by the ILLINOIS TOLLWAY or the VILLAGE to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the VILLAGE unless such provision is waived in writing.
- M. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in Du Page County, Illinois.
- N. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

To the ILLINOIS TOLLWAY:

The Illinois Toll Highway Authority  
2700 Ogden Avenue  
Downers Grove, Illinois 60515  
Attn: Chief Engineer

To the VILLAGE:

The Village of Hoffman Estates  
1900 Hassell Road  
Hoffman Estates, Illinois 60169  
Attn: Director of Engineering

- O. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

**THE VILLAGE OF HOFFMAN ESTATES**

By: \_\_\_\_\_  
William D. McLeod, Mayor

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

Date: \_\_\_\_\_

\_\_\_\_\_  
(Please Print Name)

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

By: \_\_\_\_\_  
Greg M. Bedalov, Executive Director

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Michael Colsch, Chief of Finance

Date: \_\_\_\_\_

By: \_\_\_\_\_  
David A. Goldberg, General Counsel

Date: \_\_\_\_\_

Approved as to Form and Constitutionality

\_\_\_\_\_  
Robert T. Lane, Senior Assistant Attorney General, State of Illinois

JMR\_IGA\_Hoffman Estates\_I-90 @ Beverly Road & IL.25 to Higgins\_revised\_111015

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
AND  
THE VILLAGE OF HOFFMAN ESTATES**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this \_\_\_\_\_ day of \_\_\_\_\_ AD, \_\_\_\_\_, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", and THE VILLAGE OF HOFFMAN ESTATES, a municipal corporation of the State of Illinois, hereinafter called the "VILLAGE", individually referred to as "PARTY", and collectively referred to as "PARTIES".

**WITNESSETH:**

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the Jane Addams Memorial ILLINOIS TOLLWAY (I-90) from the John F. Kennedy Expressway to Interstate Route 39 (hereinafter sometimes referred to as "Toll Highway"), and included in multiple ILLINOIS TOLLWAY construction contract(s) including but not limited to Contract I-14-4180 (hereinafter referred to as the "PROJECT") by making the following improvements:

WHEREAS, the ILLINOIS TOLLWAY, as part of the PROJECT is constructing the I-90 mainline pavement between milepost 64.7 (Roselle Rd) in Hoffman Estates and milepost 73.5 (Elmhurst Rd) in Elk Grove Village, Cook County, Illinois. The work under this contract involves the removal/abandonment and reconstruction of portions of the Northwest Suburban Municipal Joint Action Water Agency's (NSMJAWA's) water transmission main to accommodate the proposed I-90 mainline improvements. The work includes water main abandonment and removal, water main and valve installation, boring and jacking steel casing pipe, sanitary sewer and storm sewer relocation, erosion and sediment control and maintenance of traffic during construction and all work necessary to complete the PROJECT in accordance with the approved plans and specifications; and

WHEREAS, the VILLAGE requests that the ILLINOIS TOLLWAY include in its PROJECT the extension of its existing 12" steel casing pipe, which carries the 4" sanitary sewer force main which is extended from the end of the existing 30" casing to the proposed limits of the toe of the ditch, located approximately 15 feet north of the proposed NSMJAWA's water main prior to the installation of the new NSMJAWA line. The existing 8" water main and associated 15" steel casing will be disconnected and abandoned separately by the VILLAGE ; and

WHEREAS, the ILLINOIS TOLLWAY agrees to the VILLAGE's request to extend the 12" steel casing pipe, hereinafter referred to as the "VILLAGE IMPROVEMENTS" in the PROJECT; and

WHEREAS, subsequent to this AGREEMENT, the VILLAGE and the ILLINOIS TOLLWAY agree to amend the current permit for the sanitary sewer force main located on ILLINOIS TOLLWAY property, and to abide by all conditions set forth therein; and

WHEREAS, the ILLINOIS TOLLWAY and the VILLAGE by this instrument, desire to determine and establish their respective responsibilities toward engineering, right of way acquisition, utility relocation, construction, funding and maintenance of the PROJECT as proposed; and

WHEREAS, the ILLINOIS TOLLWAY by virtue of its powers as set forth in the "Toll Highway Act," 605 ILCS 10/1 *et seq.* is authorized to enter into this AGREEMENT; and

WHEREAS, the VILLAGE by virtue of its powers as set forth in the Illinois Municipal Code 65 ILCS 5/1-1-1 *et seq.* is authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative Intergovernmental Agreement is appropriate and such an Agreement is authorized by Article VII, Section 10 of the Illinois Constitution and the "Intergovernmental Cooperation Act", 5 ILCS 220/1 *et seq.*

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES hereto agree as follows:

#### **I. ENGINEERING**

- A. The ILLINOIS TOLLWAY agrees, at its sole expense, to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT.
- B. The VILLAGE agrees, at its sole expense, to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the VILLAGE IMPROVEMENTS, to incorporate into the PROJECT plans.
- C. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- D. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits and approvals (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Kane-Du Page Soil and Water Conservation District, Du Page County, including but not limited to Department of Environmental Concerns and Division of Highways, Illinois Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the



PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.

- E. The VILLAGE shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use of its property and right of way to the ILLINOIS TOLLWAY, without charge to the ILLINOIS TOLLWAY. Any permit for right of access, temporary use shall not be unreasonably withheld by the VILLAGE.

## **II. RIGHT OF WAY**

- A. The transfer of property interests is not required between the PARTIES for this PROJECT, nor is the transfer of any interest in land deemed necessary for the future maintenance and operation of their respective facilities. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any property interests pursuant to this AGREEMENT
- B. If during the construction of the PROJECT it becomes necessary for either PARTY to enter upon and temporarily use lands owned by the other PARTY, then permission for the temporary use, entry and subsequent restoration will not be unreasonably delayed. This permission will be granted with waiver of all fees and free of any consideration.

## **III. UTILITY RELOCATION**

- A. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements.
- B. At all locations where the VILLAGE's utilities are located on ILLINOIS TOLLWAY rights of way and must be adjusted due to work proposed by the VILLAGE or due to work proposed by the ILLINOIS TOLLWAY, the VILLAGE agrees to obtain from the ILLINOIS TOLLWAY an approved permit for the facility or amend the existing permit with the ILLINOIS TOLLWAY and to abide by all conditions set forth therein. The VILLAGE agrees to reimburse the ILLINOIS TOLLWAY for any and all out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned utility or utilities to be adjusted.
- C. In the event that the work proposed by the VILLAGE results in a conflict with the ILLINOIS TOLLWAY's fiber optic cable system, the VILLAGE shall reimburse the ILLINOIS TOLLWAY for the cost to locate, mark, design, protect, adjust and/or relocate the system.
- D. At all locations where the ILLINOIS TOLLWAY's infrastructure (remote traffic microwave sensors, message signs, weather stations, weigh-in-motion sites, signs, roadway lighting controllers, electrical services and data connections) that are

currently in place within the PROJECT limits and must be adjusted due to work proposed by the VILLAGE, the VILLAGE agrees to reimburse the ILLINOIS TOLLWAY for any and all out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned infrastructure to be adjusted.

#### **IV. CONSTRUCTION**

- A. The ILLINOIS TOLLWAY shall provide construction engineering inspections and cause the PROJECT and the VILLAGE IMPROVEMENTS to be constructed in accordance with the PROJECT plans and specifications, subject to reimbursement by the VILLAGE as hereinafter stipulated.**
- B. Any proposed deviations from the plans and specifications that affect the VILLAGE shall be submitted to the VILLAGE for approval prior to commencing such work. The VILLAGE shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the VILLAGE shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the VILLAGE within fifteen (15) calendar days after delivery to the VILLAGE of the proposed deviation, the proposed deviation shall be deemed approved by the VILLAGE.**
- C. The VILLAGE and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the VILLAGE IMPROVEMENTS. The VILLAGE shall assign personnel to perform inspections on behalf of the VILLAGE of all work included in the PROJECT that affects the VILLAGE, and will deliver written notices to the Chief Engineer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.**
- D. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.**
- E. The ILLINOIS TOLLWAY shall give notice to the VILLAGE upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the VILLAGE, and the VILLAGE shall make an inspection thereof not later than seven (7) calendar days after notice thereof. If the VILLAGE does not perform a final inspection within seven (7) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the PARTIES hereto, the PROJECT shall be deemed accepted by the VILLAGE. At the request of the VILLAGE, the ILLINOIS TOLLWAY's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the VILLAGE's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and**

shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Chief Engineer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The VILLAGE shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.

- F. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the most current version of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

## V. FINANCIAL

- A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related design engineering, right of way, construction engineering and construction costs subject to reimbursement by the VILLAGE for the VILLAGE IMPROVEMENTS as hereinafter stipulated.
- B. It is mutually agreed by the PARTIES hereto that construction engineering shall be computed as 10% of actual final construction costs.
- C. It is mutually agreed by the PARTIES hereto that the estimated cost to the VILLAGE is \$104,632.95 for construction costs and \$10,463.30 (10% of construction costs) for construction engineering for a total estimated cost of \$115,096.25.
- D. It is further agreed that notwithstanding the estimated cost, the VILLAGE shall be responsible for the actual costs associated with the requested VILLAGE IMPROVEMENTS described in the Recital section of this AGREEMENT.
- E. The VILLAGE agrees that upon execution of this AGREEMENT for this improvement and receipt of an invoice from the ILLINOIS TOLLWAY, the VILLAGE will pay to the ILLINOIS TOLLWAY, an amount equal to 80% of its obligation incurred under this AGREEMENT, based upon actual bid prices, and will pay to said ILLINOIS TOLLWAY the remainder of its obligation in a lump sum, upon completion of the PROJECT, based on final costs.
- F. Either the VILLAGE or the ILLINOIS TOLLWAY may request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The ILLINOIS TOLLWAY will cause said supplemental work or such substitute work to be added to the construction

contract(s), provided that said work will not delay construction of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

## **VI. MAINTENANCE - DEFINITIONS**

- A. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means the VILLAGE.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the VILLAGE.
- C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE – RESPONSIBILITIES.
- D. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the PARTIES hereto, to the motoring public, to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.
- E. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only, and includes those elements of the drainage facility, affixed to the bridge superstructures downstream from the scupper.
- F. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to another concerning a matter covered by this AGREEMENT, for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.
- G. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.

- H. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice provided, or in the case of the ILLINOIS TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineer.
- I. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.

## **VII. MAINTENANCE - RESPONSIBILITIES**

- A. The ILLINOIS TOLLWAY agrees to maintain I-90 in its entirety.
- B. The VILLAGE agrees to maintain, or cause to maintain, the extension of its existing 12" steel casing pipe, which carries the 4" sanitary sewer force main which is extended from the end of the existing 30" casing to the proposed limits of the toe of the ditch, located approximately 15 feet north of the proposed NSMJAWA's water main prior to the installation of the new NSMJAWA line, or any work the ILLINOIS TOLLWAY is including in the PROJECT for the VILLAGE at their request, in its entirety.
- C. The PARTIES agree that each PARTY has the duty to perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.
- D. The VILLAGE agrees to assume responsibility for the reconstruction and maintenance of the VILLAGE IMPROVEMENTS located at and on ILLINOIS TOLLWAY property, in its entirety.
- E. The VILLAGE agrees to indemnify and hold the ILLINOIS TOLLWAY and its employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property relating to the use, maintenance or reconstruction of the 12" casing pipe in accordance with the approved ILLINOIS TOLLWAY permit.
- F. If in the future, the ILLINOIS TOLLWAY adopts a roadway or other improvement which requires modification, relocation or reconstruction to said VILLAGE IMPROVEMENTS, then the VILLAGE hereby agrees to be financially responsible for the entire cost to modify, relocate or reconstruct said VILLAGE IMPROVEMENTS in conjunction with the ILLINOIS TOLLWAY's proposed improvement.

## **VIII. ADDITIONAL MAINTENANCE PROVISIONS**

- A. All items of construction which are stipulated in this AGREEMENT to be maintained by the VILLAGE shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the VILLAGE, and all items of construction which are stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.

## **IX. GENERAL PROVISIONS**

- A. It is understood and agreed that this is an AGREEMENT between the VILLAGE of Hoffman Estates and the Illinois State Toll Highway Authority.
- B. It is understood and agreed by the PARTIES hereto, that the ILLINOIS TOLLWAY shall have jurisdiction of I-90. The VILLAGE shall retain jurisdiction of its existing 12" steel casing pipe.
- C. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.
- D. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- E. Wherever in this AGREEMENT approval or review by either the VILLAGE or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- F. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- G. In the event of a dispute between VILLAGE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY and the VILLAGE's Director of Engineering shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT or in the carrying out of the terms of this AGREEMENT in reference to the PROJECT, the decision of the Chief Engineer of the ILLINOIS TOLLWAY shall be final.

- H. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- I. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is 36-2434131 and it is doing business as a governmental entity, whose mailing address is Village of Hoffman Estates, 1900 Hassell Road, Hoffman Estates, Illinois 60169.
- J. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- K. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- L. The failure by the ILLINOIS TOLLWAY or the VILLAGE to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the VILLAGE unless such provision is waived in writing.
- M. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in Du Page County, Illinois.
- N. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:
- |                          |  |
|--------------------------|--|
| To the ILLINOIS TOLLWAY: | The Illinois Toll Highway Authority<br>2700 Ogden Avenue<br>Downers Grove, Illinois 60515<br>Attn: Chief Engineer        |
| To the VILLAGE:          | The Village of Hoffman Estates<br>1900 Hassell Road<br>Hoffman Estates, Illinois 60169<br>Attn: Director of Public Works |
- O. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- P. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.

- Q. The VILLAGE agrees to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the ILLINOIS TOLLWAY and/or the VILLAGE under the AGREEMENT for a minimum of three (3) years from the last action on the AGREEMENT. The VILLAGE further agree to cooperate fully with any audit and to make its books and records, and books and records within its custody or control available to the Illinois Attorney General, the Illinois Auditor General, the ILLINOIS TOLLWAY Inspector General, the ILLINOIS TOLLWAY Department of Internal Audit, the ILLINOIS TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.
- R. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

**THE VILLAGE OF HOFFMAN ESTATES**

By: \_\_\_\_\_  
William D. McLeod, President

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

Date: \_\_\_\_\_ (Please Print Name)

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

By: \_\_\_\_\_  
Greg M. Bedalov, Executive Director

Date: \_\_\_\_\_

Approved as to Form and Constitutionality

\_\_\_\_\_  
Tiffany I. Bohn, Assistant Attorney General, State of Illinois



**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
AND  
THE VILLAGE OF HOFFMAN ESTATES**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this \_\_\_\_\_ day of \_\_\_\_\_ AD, 2015, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", and THE VILLAGE OF HOFFMAN ESTATES, a municipal corporation of the State of Illinois, hereinafter called the "VILLAGE", individually referred to as "PARTY", and collectively referred to as "PARTIES".

**WITNESSETH:**

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the Jane Addams Memorial ILLINOIS TOLLWAY (I-90) from the John F. Kennedy Expressway to Interstate Route 39 (hereinafter sometimes referred to as "Toll Highway"), and included in multiple ILLINOIS TOLLWAY construction contract(s) including but not limited to Contract I-14-4206 (hereinafter referred to as the "PROJECT") by making the following improvements:

- Reconstruction of mainline outside lanes
- Reconstruction of the westbound I-90 land bridge
- Remove and replace guardrail and terminal sections
- Remove and replace the permanent drainage system
- Installing temporary lighting and permanent lighting foundations
- Installing temporary and permanent underpass lighting
- Installing retaining walls and noise walls
- Installing pavement marking and signing
- Temporary and permanent erosion control; and

WHEREAS, the VILLAGE requests that the ILLINOIS TOLLWAY install a 10 foot casing extension for the VILLAGE's water main and sanitary sewer along the south side of I-90 to allow the casing to extend beyond the edge of pavement and the proposed retaining wall, (hereinafter referred to as the "VILLAGE FACILITIES"); and

WHEREAS, the ILLINOIS TOLLWAY agrees to the VILLAGE's request to extend the casing for the VILLAGE FACILITIES; and

WHEREAS, the VILLAGE agrees to apply for a new, updated ILLINOIS TOLLWAY permit for the VILLAGE FACILITIES located on ILLINOIS TOLLWAY property, and to abide by all conditions set forth therein; and

WHEREAS, the ILLINOIS TOLLWAY and the VILLAGE by this instrument, desire to determine and establish their respective responsibilities toward engineering, right of way acquisition, utility relocation, construction, funding and maintenance of the PROJECT as proposed; and

WHEREAS, the ILLINOIS TOLLWAY by virtue of its powers as set forth in the "Toll Highway Act," 605 ILCS 10/1 *et seq.* is authorized to enter into this AGREEMENT; and

WHEREAS, the VILLAGE by virtue of its powers as set forth in the Illinois Municipal Code 65 ILCS 5/1-1-1 *et seq.* is authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative Intergovernmental Agreement is appropriate and such an Agreement is authorized by Article VII, Section 10 of the Illinois Constitution and the "Intergovernmental Cooperation Act", 5 ILCS 220/1 *et seq.*

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES hereto agree as follows:

#### **I. ENGINEERING**

- A. The ILLINOIS TOLLWAY agrees to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT, subject to reimbursement by the VILLAGE as hereinafter stipulated.
- B. The final approved plans and specifications for the VILLAGE FACILITIES shall be delivered to the VILLAGE by the ILLINOIS TOLLWAY.
- C. The VILLAGE shall review the plans and specifications for the VILLAGE FACILITIES within fifteen (15) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the VILLAGE within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the VILLAGE shall mean the VILLAGE agrees with all specifications in the plans, including alignment and location of the VILLAGE FACILITIES. In the event of disapproval, the VILLAGE will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY.
- D. Any dispute concerning the plans and specifications shall be resolved in accordance with Section VIII of this AGREEMENT.
- E. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits and approvals (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District

of Greater Chicago, Kane-Du Page Soil and Water Conservation District, Du Page County, including but not limited to Department of Environmental Concerns and Division of Highways, Illinois Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.

- F. The VILLAGE shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use of its property and right of way to the ILLINOIS TOLLWAY, without charge to the ILLINOIS TOLLWAY. Any permit for right of access, temporary use shall not be unreasonably withheld by the VILLAGE.

## **II. RIGHT OF WAY**

- A. The acquisition or transfer of permanent right of way interests is not required from the VILLAGE for the construction of the PROJECT pursuant to the approved plans and specifications, nor is the transfer of any interest in the VILLAGE's or the ILLINOIS TOLLWAY's property or rights of way which the VILLAGE or the ILLINOIS TOLLWAY deem necessary for the maintenance and operation of their respective highway systems. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any interest in the VILLAGE's right of way or of the ILLINOIS TOLLWAY's right of way.
- B. In the event the ILLINOIS TOLLWAY identifies areas of the VILLAGE's right of way temporarily needed for the ILLINOIS TOLLWAY to enter, access and use to allow the ILLINOIS TOLLWAY and/or its contractor(s) to construct the PROJECT, the VILLAGE, shall issue the ILLINOIS TOLLWAY a permit without charge allowing the ILLINOIS TOLLWAY all temporary use necessary in furtherance of this AGREEMENT. In addition, the VILLAGE shall waive any bonding requirements. The ILLINOIS TOLLWAY agrees that upon completion of the PROJECT, those lands impacted by the ILLINOIS TOLLWAY or this PROJECT be restored to an "as good as – or – better" than pre-construction condition.

## **III. UTILITY RELOCATION**

- A. The ILLINOIS TOLLWAY agrees to provide the VILLAGE, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing VILLAGE rights of way which require adjustment as part of the PROJECT. As part of its PROJECT engineering responsibilities, the ILLINOIS TOLLWAY shall identify adjustments to the aforementioned existing utilities.

- B. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements.

#### **IV. CONSTRUCTION**

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, obtain VILLAGE concurrence as to the amount of bids (for work to be funded wholly or partially by the VILLAGE before award), award the contract(s), provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications, subject to reimbursement by the VILLAGE as hereinafter stipulated.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the VILLAGE shall be submitted to the VILLAGE for approval prior to commencing such work. If the proposed deviation to the plans and specifications are not acceptable, the VILLAGE shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the VILLAGE within fifteen (15) calendar days after delivery to the VILLAGE of the proposed deviation, the proposed deviation shall be deemed approved by the VILLAGE.
- C. The VILLAGE and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the VILLAGE's system. The VILLAGE shall assign personnel to perform inspections on behalf of the VILLAGE of all work included in the PROJECT that affects the VILLAGE's system, and will deliver written notices to the Chief Engineer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- D. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section VIII of this AGREEMENT.
- E. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the most current version of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.
- F. The labor and materials associated with the construction of the VILLAGE FACILITIES shall be warranted and guaranteed for one-year or as otherwise provided in the ILLINOIS TOLLWAY's contract(s) with the underlying contractor responsible for constructing the VILLAGE FACILITIES.

## **V. FINANCIAL**

- A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs subject to reimbursement by the VILLAGE as hereinafter stipulated.
- B. It is mutually agreed by the PARTIES hereto that preliminary and design engineering costs shall be computed as 5% of the actual construction costs and construction engineering shall be computed as 10% of actual construction costs.
- C. It is mutually agreed by the PARTIES hereto that the estimated cost to the VILLAGE for the VILLAGE FACILITIES based upon bid prices is \$19,224.15 for construction costs, \$961.20 (5% of construction costs) for preliminary and design engineering and \$1,922.41(10% of construction cost) for construction engineering, for a total estimated cost of \$22,107.76.
- D. It is further agreed that notwithstanding the estimated cost, the VILLAGE shall be responsible for the actual costs associated with the requested VILLAGE FACILITIES as described in the recital section of this AGREEMENT.
- E. The VILLAGE agrees that upon execution of this AGREEMENT for this improvement and receipt of an invoice from the ILLINOIS TOLLWAY, the VILLAGE will pay to the ILLINOIS TOLLWAY, an amount equal to 80% of its obligation incurred under this AGREEMENT, based upon actual bid prices, and will pay to said ILLINOIS TOLLWAY the remainder of its obligation in a lump sum, upon completion of the PROJECT, based on final costs.
- F. Either the VILLAGE or the ILLINOIS TOLLWAY may request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The ILLINOIS TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

## **VI. MAINTENANCE – RESPONSIBILITIES**

- A. The ILLINOIS TOLLWAY agrees to maintain I-90 in its entirety.
- B. The VILLAGE agrees to maintain, or cause to maintain the VILLAGE FACILITIES in their entirety.

## **VII. ADDITIONAL MAINTENANCE PROVISIONS**

- A. During construction, the VILLAGE shall continue to maintain all portions of the PROJECT within the VILLAGE's right of way that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications, and the ILLINOIS TOLLWAY shall continue to maintain all portions of the Toll Highway that are not required to be maintained by the construction contractor(s).
- B. All items of construction which are stipulated in this AGREEMENT to be maintained by the VILLAGE shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the VILLAGE, and all items of construction which are stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.

#### **VIII. GENERAL PROVISIONS**

- A. It is understood and agreed that this is an AGREEMENT between the Village of Hoffman Estates and the Illinois State Toll Highway Authority.
- B. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- C. Wherever in this AGREEMENT approval or review by either the VILLAGE or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- D. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- E. In the event of a dispute between VILLAGE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY and the VILLAGE's Director of Engineering shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT or in the carrying out of the terms of this AGREEMENT in reference to the PROJECT, the decision of the Chief Engineer of the ILLINOIS TOLLWAY shall be final.

- F. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- G. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is 36-2434131 and it is doing business as a governmental entity, whose mailing address is Village of Hoffman Estates, 1900 Hassell Road, Hoffman Estates, Illinois 60169.
- H. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- I. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- J. The failure by the ILLINOIS TOLLWAY or the VILLAGE to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the VILLAGE unless such provision is waived in writing.
- K. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in Du Page County, Illinois.
- L. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:
 

To the ILLINOIS TOLLWAY:	The Illinois Toll Highway Authority 2700 Ogden Avenue Downers Grove, Illinois 60515 Attn: Chief Engineer
To the VILLAGE:	The Village of Hoffman Estates 1900 Hassell Road Hoffman Estates, Illinois 60169 Attn: Director of Engineering
- M. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

**THE VILLAGE OF HOFFMAN ESTATES**

By: \_\_\_\_\_  
William D. McLeod, President

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

Date: \_\_\_\_\_

\_\_\_\_\_  
(Please Print Name)

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

By: \_\_\_\_\_  
Greg M. Bedalov, Executive Director

Date: \_\_\_\_\_

Approved as to Form and Constitutionality

\_\_\_\_\_  
Robert T. Lane, Senior Assistant Attorney General, State of Illinois



## **COMMITTEE AGENDA ITEM VILLAGE OF HOFFMAN ESTATES**

**SUBJECT:** Request authorization to award the contract for engineering design and construction management for the Grand Canyon Storm Sewer project to Chastain and Associates, of Schaumburg, IL in an amount not to exceed \$56,292.59.

**MEETING DATE:** December 21, 2015

**COMMITTEE:** Public Works and Utilities Committee

**FROM:** Gary Salavitch / Alan Wenderski

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**PURPOSE:** Request authorization to award the contract for engineering design and construction management for the Grand Canyon Storm Sewer project to Chastain and Associates in an amount not to exceed \$56,292.59.

**BACKGROUND:** In October 2015, a Request for Proposals (RFP) was released by the Village for the preliminary and final engineering design for storm sewer replacement and construction inspection for the Grand Canyon storm sewer. The project will replace a rapidly aging 54 inch corrugated metal pipe (CMP) storm sewer which currently requires a high degree of Public Works maintenance. Proposals from engineering firms were sought to provide the Phase I preliminary engineering, Phase II engineering design plans and Phase III construction inspection services for the Grand Canyon Storm Sewer project. Construction is currently anticipated in 2016.

The project is located on Grand Canyon Parkway just north of Bode Road, near the intersection with West Berkley Lane. The 54 inch CMP storm sewer needs to be replaced and requires detailed evaluation of the drainage, wetlands, and hydraulic impacts of the area along with coordination with multiple governing agencies. The proposed design will also evaluate the pipe alignment options for better flow and future maintenance.

The proposal evaluation and selection process followed the Village's modified version of the Quality Based Selection (QBS) procedures. Using this method, firms submit a statement of interest along with their qualifications and proposed approach to meeting the requirements contained in the RFP. A separate sealed proposal with their proposed number of staff hours by task and associated fees is included with the proposals. The submitted proposals are evaluated initially based on the responsiveness to the request and its requirements, project understanding, the experience

**BACKGROUND: (Continued)**

of the team, the experience of key individuals by specific areas of expertise, work completed by the firm on similar projects, and other related factors. The best proposals based on their quality are identified for further consideration. The sealed estimates of hours and fees are then reviewed to determine which firm to recommend for the award of contract.

**DISCUSSION:**

In response to the RFP, sixteen proposals were received from consultants. Firms must be prequalified with IDOT in order to submit and receive consideration as the project will follow IDOT format for all phases. The proposals were evaluated based on their project approach and understanding of the work items, personnel assigned to the required tasks, similar experience on other projects, project schedule, and work load of the firms. Five firms with the highest ranked proposals were identified for further review and consideration by evaluating their scope of services, proposed hours, and fees. These were Chastain and Associates, Ciorba Group, ESI Consultants, Hampton, Lenzini and Renwick, Inc. (HLR) and Robinson Engineering. All were judged to have presented proposals of similar quality and responsiveness. The hours and proposed fees were then reviewed and three of the five firms with the most cost effective proposals were selected for further review. The firms of Chastain and Associates, ESI and HLR underwent a more focused evaluation. Additional information was requested from HLR and Chastain and Associates to clarify their submitted cost proposal and work tasks.

<b>Bid Summary for Firms with the Most Cost Effective Proposals</b>		
<b>Consulting Firm</b>	<b>Total Submitted Hours</b>	<b>Total Submitted Costs</b>
Chastain and Associates	454	\$56,292.59
ESI Consultants	505	\$69,883.00
HLR	540	\$60,238.00

Chastain and Associates proposed the lowest cost and fewest number of hours of the top rated proposals and is recommended for award of the contract to provide engineering design and construction management for the Grand Canyon Storm Sewer project. Chastain and Associates previously provided construction engineering services to the Village for the Higgins Road Bike Path CMAQ project and the Palatine Road Widening STP project. They are currently providing general surveying services for streets that need to be reconstructed in future street projects. Their prior work was completed and within the contract amount and the overall project was successful. References on similar storm sewer projects were checked with other communities and found to be acceptable. Please refer to backup material in the Trustee's Reading Room.

**FINANCIAL IMPACT:**

The cost for hiring a consulting firm to provide engineering design and construction management services will be utilized from the recent Bond Fund. The construction project is estimated to cost \$250,000.

**RECOMMENDATION:**

Request authorization to award the contract for the Grand Canyon Storm Sewer project for engineering design and construction management to Chastain and Associates of Schaumburg, IL in an amount not to exceed \$56,292.59.

**COMMITTEE AGENDA ITEM  
VILLAGE OF HOFFMAN ESTATES**

**SUBJECT:** Request authorization to award annual contract for Brivo Hosting Fees for Village facilities to Sound Incorporated, Naperville, IL (low bid), at a cost not to exceed \$21,937.32.

**MEETING DATE:** December 21, 2015

**COMMITTEE:** Public Works & Utilities

**FROM:** Joseph Nebel, Director of Public Works  
Paul Petrenko, Facilities Manager

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**PURPOSE:** Award 2016 annual contract for Brivo On-Air web based hosting fees for Village facilities.

**BACKGROUND:** The Village currently utilizes an access control system that is based on hardware and software from Brivo Inc. This is a cloud-hosted and cloud-managed security solution using a Software as a Service (SaaS) platform. Over the years, as the Village has expanded the number of sites, control panels and readers, the hosting fees have been distributed over several vendors in accordance with Brivo Inc. sales model. Staff realized that it was in the Village's best interest to consolidate these hosting fees under one vendor by competitively bidding out the SaaS and Security Integrator services to one local company.

**DISCUSSION:** Bid specifications were written listing all the sites, doors, control panels and devices of all Village facilities including the Sears Centre Arena. Only certified and authorized Brivo Inc. On-Air products partners in the Chicago Illinois metropolitan area with a minimum of 3 years' experience in installing and servicing Brivo Inc. On-Air control panels and access control systems were invited to tender a bid. Hosting fees were requested for all Village sites including both monthly and annual amounts. Base bid award was to be for an annual contract beginning January 1, 2016 and ending December 31, 2016 with a Village option to award contract extension for the 2017 and/or the 2018 fiscal year.

**DISCUSSION (Continued):**

The awarded contractor would also receive preferred vendor status on service and new installations related to the access control system, readers, control panels, wiring, and programming in keeping with Village internal purchasing guidelines.

On December 2, 2015, three (3) security contractors tendered their bid. The total 2016 annual hosting fee bid results for all Village buildings are as follows:

<b>Sound Incorporated</b>	<b>\$21,937.32</b>
<b>Red Hawk Security Systems LLC</b>	<b>\$29,997.96</b>
<b>Tyco Integrated Security</b>	<b>\$30,072.00</b>

The detailed bid tab is attached at the end of this agenda for review.

The low bidder also published hourly labor rates appear to be the best value at \$120.00. They have 5 years' experience installing and maintaining Brivo On-Air products and are highly recommended by the Brivo Midwest Regional Sales Manager. As a result, staff recommends that Sound Incorporated, Naperville, IL be awarded the 2016 annual contract for the Brivo hosting fees for all Village facilities that use Brivo On-Air panels.

**FINANCIAL IMPACT:**

Village Brivo Hosting Fees are currently paid by a General Fund, Water Fund and SCA accounts as listed below.

**2016 Budget Allocation**

<b>Fund Source</b>	<b>Account Name</b>	<b>Account Number</b>	<b>Amount</b>
<b>General</b>	<b>Professional Services</b>	<b>01404424-4507</b>	<b>\$16,350.00</b>
<b>Water</b>	<b>Professional Services</b>	<b>40406724-4507</b>	<b>\$ 7,000.00</b>
<b>General</b>	<b>Maintenance, Fire Stations</b>	<b>01404424-4518</b>	<b>\$ 2,000.00</b>
<b>SCA Operating</b>			<b>\$ 3,120.00</b>
<b>Total</b>			<b>\$28,470.00</b>

Not only are there sufficient funds to cover the cost of the hosting fees, but this competitive bid has appreciably reduced hosting fee costs to the Village.

**RECOMMENDATION:**

Request authorization to award annual contract for Brivo Hosting Fees for Village facilities to Sound Incorporated, Naperville, IL (low bid), at a cost not to exceed \$21,937.32.



**COMMITTEE AGENDA ITEM  
VILLAGE OF HOFFMAN ESTATES**

NB - 3

**SUBJECT:** Request authorization to award contract for mechanical services for the replacement of the Public Works Center Make-Up Air Units to Jensen's Plumbing and Heating Inc., Woodstock, IL, in an amount not to exceed \$92,125.

**MEETING DATE:** December 21, 2015

**COMMITTEE:** Public Works & Utilities

**FROM:** Joseph Nebel, Director of Public Works  
Paul Petrenko, Facilities Manager

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**PURPOSE:** Award contract for mechanical services for replacement of the Public Works Center Make-Up Air Units.

**BACKGROUND:** The current Public Works Center facility was originally constructed in 1989 and uses three make-up air units to provide both heat and ventilation for the garage section of the building.

All three units have now exceeded their typical useful equipment lifecycle of 25 years. Only one unit remains operational at present with the other units at various stages of disrepair caused by structural damage due to snow melt corrosion from the roof intake vents. These units are critical to make up the tempered air volume should the roof fans turn on to remove vehicle exhaust fumes from the garage. Therefore, funding was included in the CIP to replace the units as soon as possible.

Specifications were written to replace the units and controls in kind with the exception of raising the intake hoods an additional 18 inches to prevent the snow from entering the intakes and causing the same conditions that precipitated the original equipment failure issues. The bid also optioned one to three fan units including painting the units to match the supporting beams and garage color.

**DISCUSSION:**

On October 12, 2015, eight (8) mechanical contractors tendered their bid. The total of all proposals including all 3 MAU's and painting are as follows:

<b>Jensen's Plumbing and Heating Inc.</b>	<b>\$92,125.00</b>
<b>Core Mechanical Inc.</b>	<b>\$94,095.00</b>
<b>Emcore Services/Team Mechanical Inc.</b>	<b>\$107,517.00</b>
<b>Oak Brook Mechanical Services Inc.</b>	<b>\$163,710.00</b>
<b>MG Mechanical Service Inc.</b>	<b>\$110,550.00</b>
<b>Hayes Mechanical LLC</b>	<b>\$109,978.00</b>
<b>Amber Mechanical Contractors Inc.</b>	<b>\$136,500.00</b>
<b>Mechanical Concepts of Illinois Inc.</b>	<b>\$145,000.00</b>

The detailed bid tab is attached at the end of this agenda for review.

As a result, staff recommends that Jensen's Plumbing and Heating Inc., Woodstock, IL be awarded contract for the replacement of all three make-up air units including the painting options. Submitted references were also called, verified and all were favorable.

**FINANCIAL IMPACT:**

Village FY 2016-2023 CIP Budget outlines a total of \$90,000 for the replacement of Air Make-Up Units with 50% from General Fund and 50% from Bond Issue Funds. The budget shortfall of \$2,125.00 can be supplied from other positive project balances.

**RECOMMENDATION:**

Request authorization to award contract for mechanical services for the replacement of the Public Works Center Make-Up Air Units to Jensen's Plumbing and Heating Inc., Woodstock, IL, in an amount not to exceed \$92,125.





# DEPARTMENT OF PUBLIC WORKS

## NOVEMBER 2015 MONTHLY REPORT

### SUBMITTED TO PUBLIC WORKS COMMITTEE

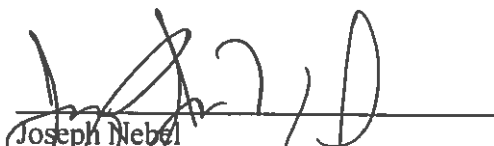
DECEMBER 2015

- ADMINISTRATIVE AND TECHNICAL SERVICES
- FACILITIES
- FLEET SERVICES
- STREETS
- WATER AND SEWER



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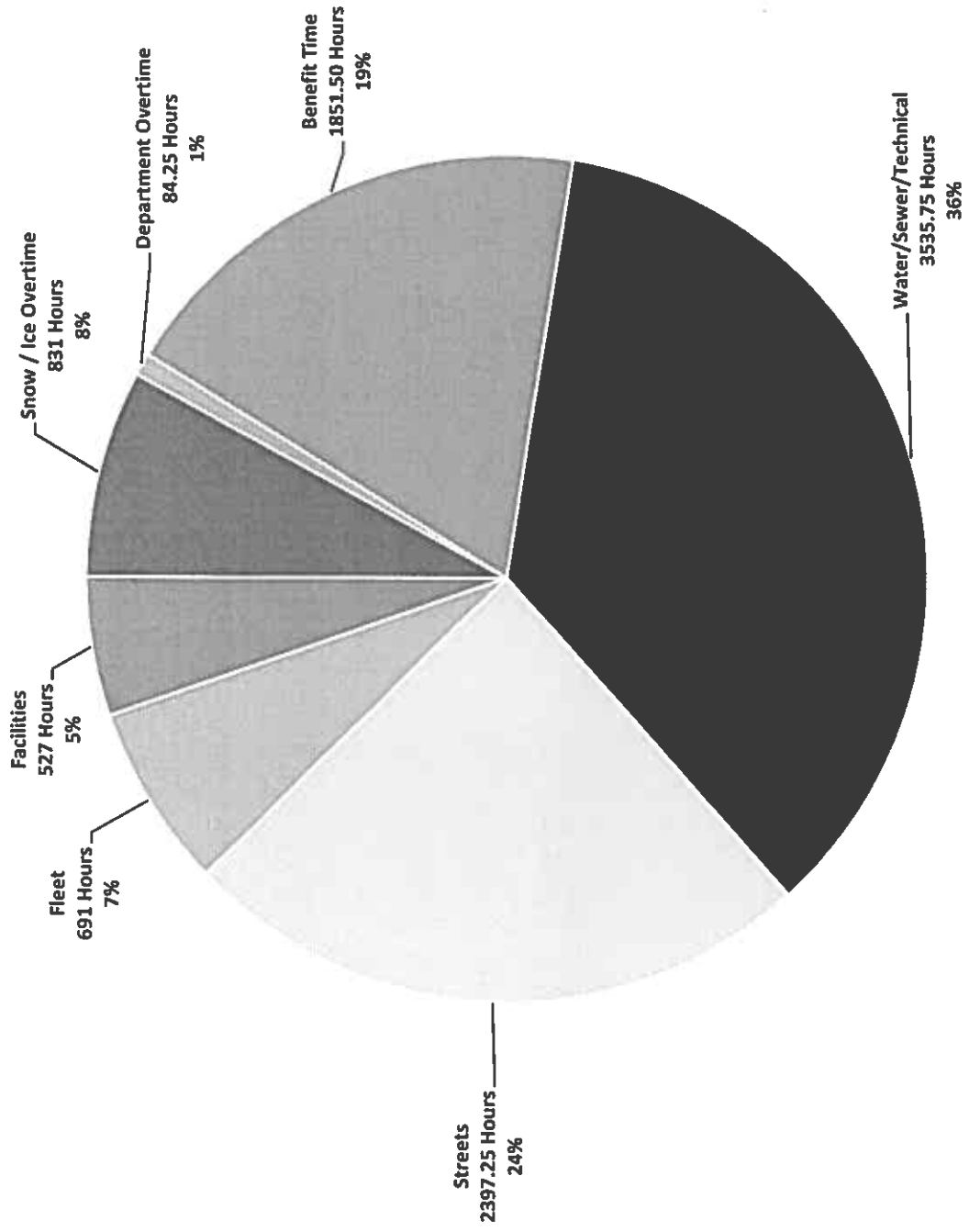
Ken Gomoll  
Assistant Director of Public Works



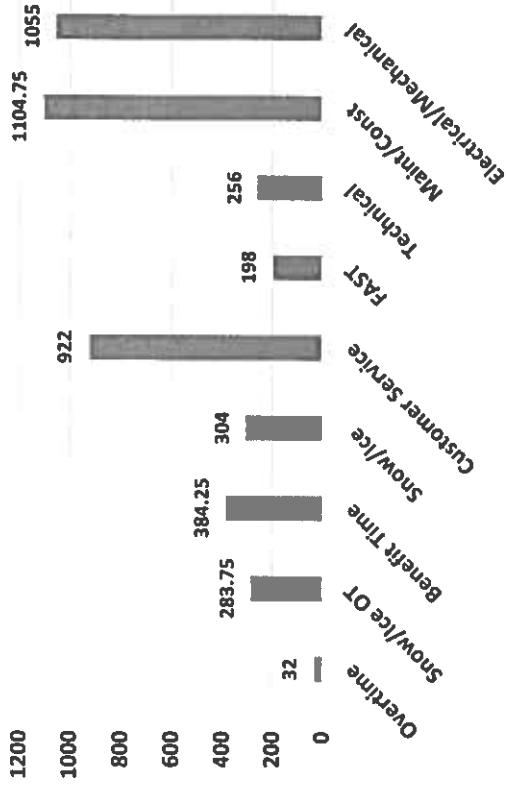
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Joseph Nebel  
Director of Public Works

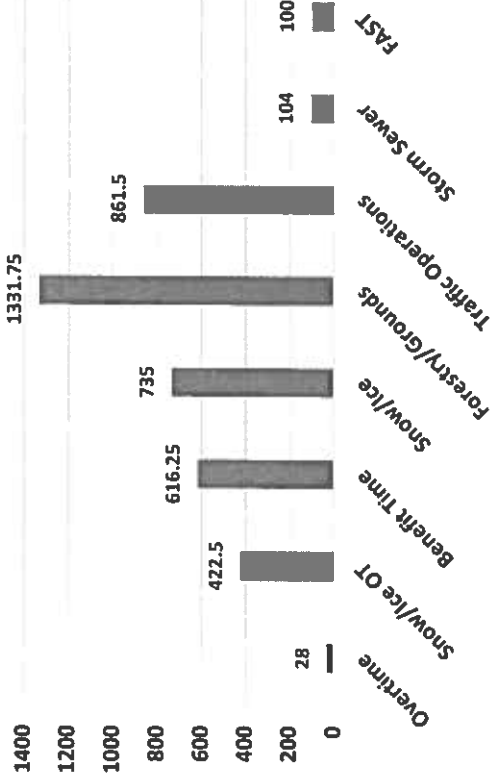
# Public Works Department Total Hours November 2015



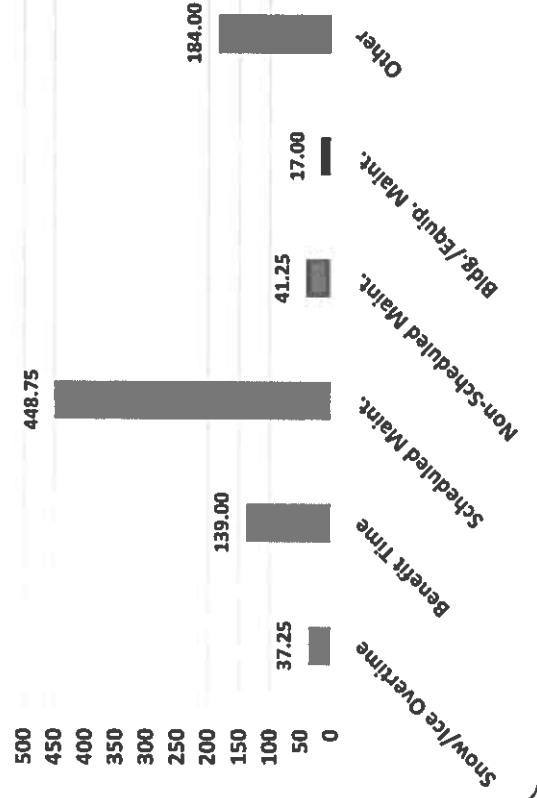
**Water Total Hours November 2015**



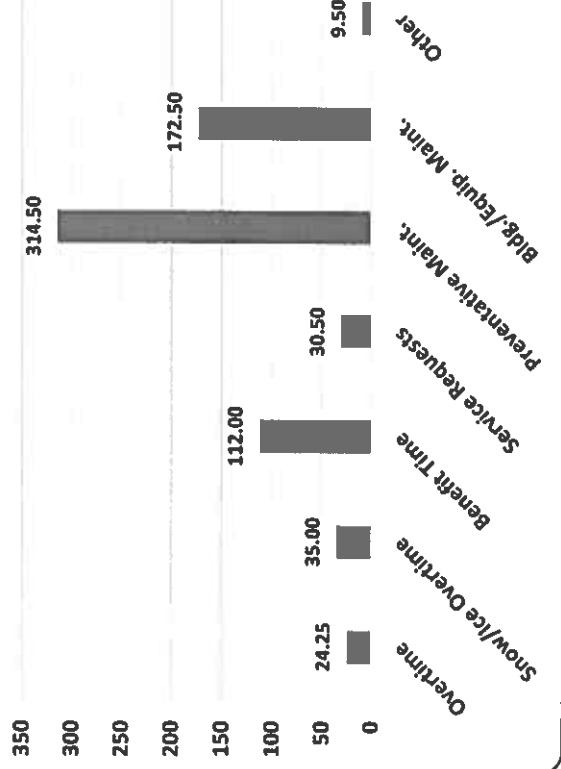
**Street Total Hours November 2015**



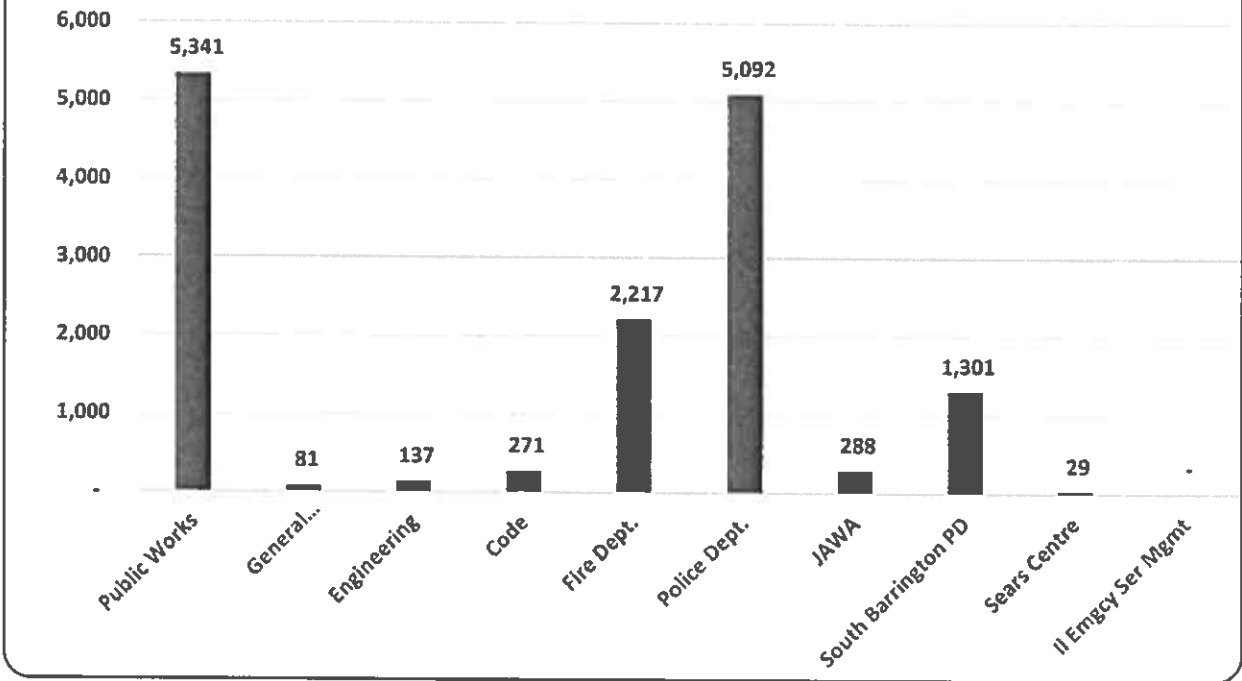
**Fleet Total Hours November**



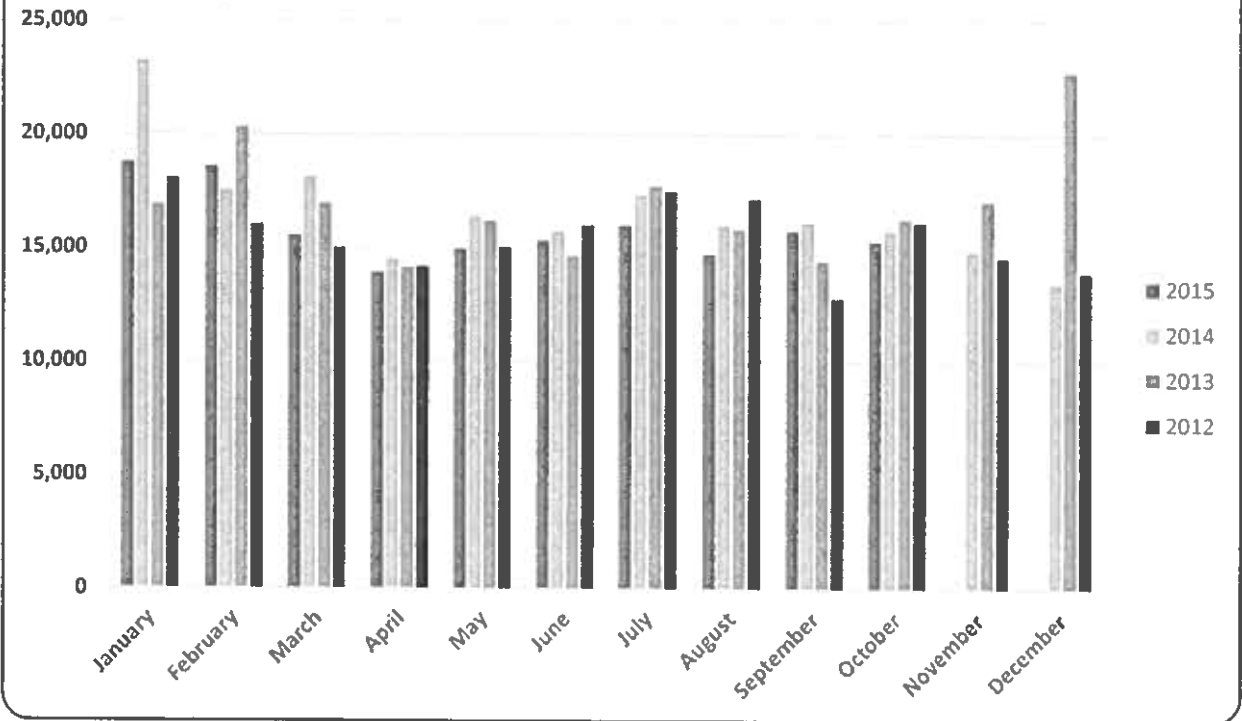
**Facilities Total Hours November**



### November 2015 Fuel Usage by Department / Gallons



### Total Fuel Used / Gallons



## MAJOR PROJECT STATUS

### WDA Lift Station Grinder Installation

The WDA Lift Station (located along the CN railroad embankment that crosses Golf Road within the Cook County Forest Preserve) was constructed in 1991 with four 88 horsepower submersible pumps and a grinder (old style). The grinder failed shortly after installation and was removed from the station in the early 90's. No replacement grinder was installed due to concerns that a failed grinder could clog flow. Due to sewage heavily loaded with improperly discharged items such as mop heads, rags, etc., wear and tear on pumps has been severe. To solve the problem, staff focused on a new technology grinder driven directly by a motor instead of the same hydraulic chain drive as the old style grinder. After meeting with grinder vendors and discussions with operators of other waste water systems, staff is convinced that the new grinder will work well at the WDA Lift Station. By December 2014, installation design and bid specifications for the new grinder were completed by the Village's consultant engineer. The bidding and purchase of the grinder was completed in May 2015. The new grinder was installed and placed in service in October 2015. Operation, as observed by staff, is satisfactory and it is greatly helping reduce costly maintenance of pumps. **SCADA monitoring with telemetry connection to the Control Center was completed. Operational training of the grinder by the manufacturer's representative was also completed. The project is closed.**

### Valve Assessment Program

Notice of project approval was issued to M.E. Simpson on March 31, 2015 for the assessment of 700 valves and concurrent leak survey. Project kick-off meeting was held on May 26, 2015 and work started in July 2015. The project is over 98% complete with 770 valves in Parcels C, D and ND exercised and/or mapped with GPS coordinates. Boxes/vaults of the completed valves have been cleaned. The total number of valves completed exceeded the expectation. The leak survey covered 50 miles of water mains in the same area as valve assessment. A total of 9 hidden leaks were reported and 7 of them were repaired. The remaining two leaks are to be further investigated. **Project is to be closed pending a final report in December.**

### Tollway Widening Project

The Illinois State Highway Toll Authority's (Tollway) "Move Illinois" project involving bridge work, sound walls, retaining walls and utility relocations for mainline widening is affecting a total of 14 water, sewer and fiber optical lines that cross the I-90 Tollway to provide services to the Village. Some sections are in direct conflict with proposed Tollway work. In order to avoid/eliminate conflicting situations sections of water & sewer mains and fiber optic cables must be relocated and casing pipes for water & sewer mains must be extended. One new crossing of 16" water main is needed in the future. The following is a brief update of what is being done to avoid construction conflicts to the 14 utility lines:

1. 4" fiber optic cable located immediately west of Beverly Road bridge in conflict with new storm sewer both north and south of the Tollway. Public Works is assisting IS in seeking a solution to relocate the cable. RFP is being sent out. Conflict was resolved by splicing the conduit and pulling a few more feet of fiber optical cable to clear off the new storm sewer.
2. 16" water main crossing both Beverly Road and I-90 Tollway in conflict with the bridge and new storm sewer. Design for relocation is complete. IEPA permit has been received. Work is to be included in Tollway construction planned for September 2015. Additional potholes were done and the existing water mains under NICOR gas mains and Beverly Road Bridge were located. The scope of work to resolve conflicts was reduced. The construction of the new 30" storm sewer safely passed the Village's 16" water main with sufficient clearance. 42" casing pipes were extended for the 16" water main crossing at both north and south of the Tollway.

3. JAWA 16" water main crossing I-90 Tollway near Hoffman Blvd (ComEd substation) in conflict with west bound lane. Casing pipe extension in the South is complete. Casing pipe extension to the North may be needed.
4. JAWA 12" water main crossing I-90 Tollway under Canadian National Tracks' bridge in conflict with the bridge abutment. The section of the water main is to be relocated. 3 months shut down is planned between June and August. The 12" water main was shut down on May 29 to let the bridge demolition work start. Installation of new replacement 12" water mains was completed with the replacement of JAWA's 12" valve. **It was placed in service.**
5. National Tracks' bridge is in conflict with the bridge abutment. CCTV inspection of the sewer main both prior to and after the construction is included in the Tollway contract to protect the pipe and all related cost is to be covered by the Tollway. The camera inspection of the sewer prior to the construction indicates the pipe is in good condition. The camera inspection of the sewer after the construction of the bridge abutment found no damage to the pipe.
6. 16" water main crossing both I-90 Tollway and Route 59 exit ramp in conflict with both east and west bound lanes and the exit ramp. Casing pipe extension and bend relocation is necessary. Engineering for corrective work is complete and included in Tollway construction. IEPA permit was issued. Re-grading near the water main at the exit ramp has started. New potholes provided more precise location of the existing water mains and the scope of work for casing pipe extension is changed. Installation of all water main casing pipes and relocation of water mains have been completed. **The new water mains are to be placed in service pending completion of water samples and tests.**
7. 12" water main crossing I-90 Tollway east of Barrington Road. Tollway engineer revised construction plan and avoided conflict in the north side of the Tollway. Construction of new storm sewer safely crossed Village's water mains. South side still need potholes to positively locate the water main. Conflict is unknown.
8. 4" fiber optic cable located north of the intersection of Stonington and Pembroke Ave. Pothole to locate the cable was not successful. Public Works continues to assist IS to locate the cable. Construction of new storm sewer safely crossed Village's fiber cable. The cable at the south side is in potential conflict with new storm sewer. Corrective work is scheduled in coordination with Tollway storm sewer installation.
9. 12" sanitary sewer force main for Pfizer lift station is near AT&T site. No conflicts have been detected through potholes that require major work **as of November 30, 2015.**
10. 12" water main crossing I-90 Tollway north of the Village Hall. No conflicts have been detected through potholes that require major work **as of November 30, 2015.**
11. 16" transmission water main crossing I-90 Tollway north of the Village Hall in conflict with retaining wall. Design work is complete for temporary solution with interconnect to the 12" water main. Application was submitted for IEPA permit. **Work was bid out in November 2015 with bid closing on December 18.** A future permanent solution is a new crossing under I-90 Tollway.
12. 16" transmission water main crossing I-90 Tollway north of the Eisenhower School for Ela Road water mains. No conflicts have been detected through potholes that requires major work **as of November 30, 2015.**
13. 8" water main crossing I-90 Tollway south of Thomas Engineering site in conflict with retaining wall and proposed JAWA relocation. 8" water main crossing was disconnected, extended and reduced to 4" with a cap to be used as future sewer main at north of the Tollway and casing extension at south of the Tollway is pending approval of IGA with Tollway.
14. 4" sanitary sewer force main for Thomas Lift station south of the Thomas Engineering site in conflict with retaining wall and proposed JAWA relocation. The casing pipe will be extended both north and south of the Tollway as part of the Tollway construction. 30" casing pipe was extended north of the Tollway for protection. Casing extension south of the Tollway is pending approval of IGA with Tollway.

**ADMINISTRATIVE AND TECHNICAL SERVICES**

1. Participated in weekly site plan review meeting
2. Prepared articles for Citizen
3. Coordinated monthly job code data entry
4. Prepared monthly report charts
5. Coordinated R.O.W. pre-construction meetings
6. Performed parts purchasing for Fleet Services
7. Updated monthly performance measures report
8. Prepared web site updates
9. Attended McHenry County Salt Workshop
10. Attended GPS Webinar
11. Attended IS User Group meeting
12. Performed sidewalk inspections
13. Reviewed engineering plans for Dunkin Donuts, Trumpf and Bergman Pointe
14. Prepared snow/ice contracts for unaccepted subdivisions
15. Updated snow plow routes from main routes and cul-de-sac salting maps
16. Continue to edit intranet maps based on internal requests and normal updates
17. Investigating a possible application to connect network fleet data to GIS
18. Assisted sanitary crew with flow management database
19. Performed bi-weekly sanitary database back-up and antivirus scan
20. Working on publishing “focused” maps within Intranet environment using ArcGIS online
21. Began drawing parcels for all future Village developments
22. Researching inspection software for sanitary TV truck
23. Researching asset management software
24. Worked drawing parcels to Bergman Pointe subdivision
25. Working on MWRD Compliance Summary Report via GIS data correct and analysis

**UTILITY LOCATES TEAM**

1. Performed 901 regular priority J.U.L.I.E. utility locates for the month; 9,839 year-to-date
2. Performed 28 emergency priority J.U.L.I.E. utility locates for the month; 423 year-to-date
3. Participated in 4 Utility Joint Meets; 63 year-to-date
4. Performed R.O.W. inspections

**STREETS**

- **F.A.S.T. (Fast Action Service Team)**

1. Responded to 33 requests for the month, 496 year-to-date
2. Assisted meter shop with shut-offs of delinquents meter accounts
3. Performed water bill drop box pick ups
4. Performed mail run duties
5. Performed building maintenance at Fleet Services
6. Performed street light inspections
7. Received deliveries at Susan Kenley-Rupnow Public Works Center
8. Performed tower light inspections
9. Performed monthly maintenance on 5 message boards
10. Assisted with meter appointments
11. Assisted with meter route reading
12. Assisted with routine locates
13. Performed cleaning of Public Works Center floor
14. Assisted with Public Works recycling and battery recycling
15. Performed cleaning of wash bay at Fleet Services
16. Performed site lock ups at Susan Kenley-Rupnow Public Works Center and Fleet Services
17. Performed lamp inspections at Susan Kenley-Rupnow Public Works Center
18. Performed barricade checks and pick ups
19. Repaired floor drain at Fleet building
20. Performed rental loader set up
21. Performed debris pick-up along Higgins Rd
22. Assisted meter division with blowing out b-boxes
23. Performed equipment maintenance on all snow pushers
24. Performed set-up/take-down for Village Recycling Event
25. Assisted with testing water meters
26. Transported scissor lift to other Village buildings as needed
27. Transported vehicles for Safety Lane testing

6	Dead animals	3	Storm sewers
2	Possible sewer back-up inspections	3	Plow damage
2	Possible water leaks	5	Sidewalk deviations
2	Misc. request	4	Branch pick ups
1	Fire hydrant	2	B-box repairs
1	Barricade pick up	2	Street signs



- PAVEMENT MAINTENANCE TEAM

1. Repaired potholes at various locations Village-wide
2. Performed scheduled equipment maintenance on Unit #50 and pavement equipment
3. Performed street inspections and inventory for pavement repairs
4. Performed yard maintenance at Fleet Services facility
5. Performed raised pavement marking and delineator repairs at various locations Village-wide
6. Performed pavement equipment maintenance
7. Performed purchasing and budget work for pavement team
8. Assisted Traffic Operations sign team and light team
9. Performed safety coordination of Department Tailgate training, Snow/Ice training and Auxiliary Driver training
10. Performed Snow/Ice truck plow maintenance
11. Performed pavement marking inventory Village-wide
12. Performed storm sewer pavement patching at various locations Village-wide
13. Performed curb line asphalt pavement repairs at various locations Village-wide
14. Performed asphalt repairs for water excavations
15. Performed preventative cleaning of inlets
16. Performed storm sewer saw cutting
17. Performed street grinding and hot asphalt patching
18. Performed Snow/Ice fence installations at various locations Village-wide
19. Participated in Department Snow/Ice training day
20. Participated in Snow/Ice control operations
21. Performed garage maintenance at Susan Kenley-Rupnow Public Works Center

- SIGNS

1. Assisted with street light repairs
2. Performed sign straightening at various locations Village-wide
3. Performed traffic barricade maintenance
4. Replaced or repaired 7 signs due to wind, vehicle damage or vandalism
5. Assisted with pothole repairs and patching at various locations Village-wide
6. Performed purchasing/pricing of sign maintenance and repair supplies
7. Performed ongoing street sign maintenance log
8. Assisted with "Hot" asphalt patching at various locations Village-wide
9. Performed Type I & II Sign Reposting on Whispering Trails Dr. N, Regan Ct., Bernay Ln., William Ct. and Olmstead Dr.
10. Performed sign straightening at various locations Village-wide
11. Installed all Snow/Ice road markers Village-wide
12. Take down (7) Flu Shot signs Village-wide
13. Performed preventative storm sewer inlet cleaning
14. Performed sign clearing at various locations Village-wide
15. Fabricated and assembled (3) retirement signs
16. Fabricated, assembled and installed "Passport sign on window of Village Hall main entrance
17. Updated Snow/Ice boards in Public Works EOC
18. Drop off/Pick up 30 lighted barricades for Tree Lighting firework show
19. Performed Snow/Ice equipment maintenance checks
20. Participated in Snow/Ice control operations
21. Participated in Department Snow/Ice training day
22. Transported vehicles for Safety Lane testing
23. Performed garage maintenance at Susan Kenley-Rupnow Public Works Center

- **STREET LIGHTS**

1. Responded to 10 resident requests for service repairs; 108 year-to-date
2. Repaired 12 street lights this month in various locations; 285 year-to-date
3. Performed equipment maintenance on Village vehicles
4. Assisted with sign installations at various locations Village-wide
5. Located street light cables for sign installations, storm sewer and water excavations
6. Repaired numerous hand hole covers throughout the Village
7. Performed seasonal banner change out Village-wide
8. Fabricate new calcium chloride spray bars in large truck auger boxes
9. Cleared tree branches obstructing street light poles and fixtures Village-wide
10. Oversight of street sweeping contractor
11. Performed Snow/Ice preparations
12. Participated in Snow/Ice control operations
13. Participated in Department Snow/Ice training day
14. Transported vehicles to Safety Lane for testing
15. Performed garage maintenance at Susan Kenley-Rupnow Public Works Center

### **FORESTRY TEAM**

1. Responded to requests for service; 51 for the month; 896 year-to-date
2. Emerald Ash Borer (EAB) Ash tree removals: Confirmed EAB infestation removals (in-house) 283 year-to-date, Contractor Ash tree removals 991 year-to-date, a combined total of 1,274 Ash trees have been removed in 2015
3. Performed routine tree maintenance: brush pick up, tree removals, storm damage clean up, corrective treatment, inspections, and routine tree trimming
4. Performed tree equipment maintenance
5. Performed measurement and logging of daily precipitation
6. Performed contract tree trimming and removal preparations
7. Supervised turf mowing contractor
8. Performed follow-up with restoration contractor
9. Performed duties related to stump grinding
10. Closed garden plots for the winter season
11. Performed site trimming and maintenance at various mowing sites
12. Performed preparations for Friendship Tree Lighting
13. Participated in Department Snow/Ice control operations
14. Assisted Fleet Services with vehicle maintenance
15. Supervised tree planting operations
16. Performed equipment maintenance related to Snow/Ice
17. Participated in Department Snow/Ice training day
18. Transported vehicles to Safety Lane for testing
19. Performed garage floor maintenance at Susan Kenley-Rupnow Public Works Center

**WATER & SEWER**

## • STORM SEWER TEAM

1. Performed monthly lake/creek checks and maintenance
2. Performed vehicle equipment maintenance
3. Performed yard clean-up and maintenance at Fleet Services facility
4. Continued beaver dam checks east and west of Harmon Blvd. and on Hassell Rd. creek line
5. Completed weekly barricade checks
6. Started 6-month storm sewer trouble spot root out list
7. Provided storm sewer pipe for driveway repair on Basswood St.
8. Completed beaver dam removal and trapping of beaver on creek line at Rt. 72 and Poplar Creek Bowl
9. Assisted with Snow/Ice preparation
10. Completed storm sewer repairs at Chestnut Park, 1718 Queensbury Cir., 1799 Burr Ridge Dr. and Kingston Park
11. Participated in Department Snow/Ice training day
12. Participated in Snow/Ice control operations
13. Performed garage floor maintenance at Susan Kenley-Rupnow Public Works Center

## • OPERATIONS TEAM

1. Collected (60) monthly water samples for bacteriological testing and (7) raw well water samples (2) resident water quality tests
2. Performed weekly well and lift station checks
3. Exercised wells, discharged to waste
4. Collected JAWA and Interzone pump readings
5. Performed monthly sump pump maintenance at all wells, lift stations, towers and JAWA pits
6. Assembled monthly water usage and IEPA water report
7. Performed electrical work and trouble inspections at Village-owned buildings
8. Performed back-up generator maintenance at lift stations, pumping stations, radio system locations and Village-owned buildings
9. Entered scheduled times for exhaust fans at the Public Works garage
10. Monitored water construction and water operating permits, including water pressure tests and bacteriological testing
11. Delivered and picked up 900 KW generator to Sears Centre for ComEd shut down
12. Completed monthly check and report on Homeland generators
13. Performed maintenance on Western Development Area lift station up-blast fan
14. Monitored water storage during JAWA construction and upgrades for Tollway project
15. Monitored all tower antenna maintenance and projects
16. Participated in Department Snow/Ice training day
17. Participated in Snow/Ice Control Operations
18. Returned water main to service along RR tracks in WDA area

- CONSTRUCTION / MAINTENANCE TEAM

1. Performed water and sewer excavation barricade checks at various locations Village-wide
2. Performed clean-up of spoil bins at Fleet Services facility
3. Performed clean-up of spoils at dead end of Pembroke Ave.
4. Performed water/sewer restoration site inspections at various locations Village-wide
5. Performed leak investigation and water main repairs are ongoing at 990 Grand Canyon Pkwy.
6. Performed flushing of floor drains at Public Works Center
7. Performed concrete pours at 2 locations
8. Performed installation of hydrant markers
9. Installed new valve at Mohave St. and Glendale Ln.
10. Performed repairs or replacement of b-boxes at 370 Pleasant St., 5300 Shotkowski Dr., 1583 Oakmont Rd., 1675 Highland Blvd., 2049 Parkview Cir., 3820 Bernay Ln.
11. Assisted with delinquent water accounts
12. Assisted with floor drain replacement at Public Work Center
13. Assisted contractor with elimination of 6" water line service at 1030 Higgins Rd.
14. Participated in Snow/Ice Control Operations
15. Participated in Department Snow/Ice training day
16. Transported vehicles to safety lane for testing
17. Performed garage maintenance at Susan Kenley-Rupnow Public Works Center

- SANITARY SEWER FLOW MANAGEMENT TEAM

1. Flushed 400 feet of main sewer lines for the month, 154,070 feet year-to-date
2. Contracted TV inspection 3054 feet sanitary sewer for month, combined contractor/PW staff of 26,520 feet for 2015
3. Applied liquid and dry microbe formula for enhancement of wastewater treatment systems
4. Performed equipment maintenance on Units #40
5. Performed maintenance on safety equipment
6. Delivered trade-in Unit 67 to Vendor in Dixon, IL
7. Participated in new Unit 67 set up
8. Installed 80 GPM jets to flushing heads for new Unit 67
9. Assisted GIS Technician with database corrections
10. Participated in Department Snow/Ice training day
11. Participated in Snow/Ice Control Operations
12. Performed garage maintenance at Susan Kenley-Rupnow Public Works Center

- **STORM SEWER CLEANING/UTILITY LOCATE TEAMS**

1. Water usage by Unit #66 13,500 gallons for the month; 174,500 gallons year-to-date
2. Performed routine vehicle and equipment maintenance
3. Performed barricade checks at various sites Village-wide
4. Repaired b-boxes at 5300 Shotkowski Dr., 370 Pleasant St., 1417 Oakmont Rd., 542 Bode Cir., 1675 Highland Blvd.
5. Evaluated water leak restoration sites
6. Assisted meter shop with delinquent accounts
7. Investigated water leak at 990 Grand Canyon Pkwy.
8. Black dirt and seeded water restoration sites at various locations
9. Performed minor hydrant repairs at 570 Hill Dr. and 1919 Brookside Dr.
10. Participated in Department Snow/Ice training day
11. Participated in Snow/Ice Control Operations
12. Installed fire hydrant markers in South and West areas

- **CUSTOMER SERVICE/METER TEAM/PLUMBERS**

1. Performed 74 Water Billing customer service appointments at various locations Village-wide
2. Performed 307 water meter readings related to actual/finals/investigatory concerns generated through the Finance Department
3. Performed inter-office mail delivery services
4. Performed water meter readings for 15,678 billing accounts
5. Performed corrective water meter repairs for 26 service requests
6. Performed delinquent water account duties at 116 locations throughout the Village
7. Performed 5 minor b-box repair
8. Performed 9 final new construction inspection
9. Performed 61 residential cross connection inspections (plumbers)
10. Responded to 11 work requests in October
11. Completed 25 meter change-outs as part of meter change-out program
12. Installed 3 commercial compound meters
13. Performed 8 siding inspections
14. Participated in Snow/Ice Control Operations
15. Participated in Department Snow/Ice training day
16. Performed garage maintenance at Susan Kenley-Rupnow Public Works Center

**TRANSPORTATION AND ENGINEERING DIVISION  
DEPARTMENT OF DEVELOPMENT SERVICES  
DECEMBER MONTHLY REPORT**

Attached is the second installment of the Department of Development Services Monthly Report for Transportation and Engineering for the period ending December 18, 2015.

A handwritten signature in blue ink that reads "Gary Salavitch". The signature is written in a cursive style with a horizontal line underneath the name.

Gary Salavitch, P.E.  
Director of Engineering

**MISCELLANEOUS**

There were two drainage investigations over the last month. Engineering permit inspections continue with several permits required to improve drainage for garages, room additions or extended driveways. There were four inquiries regarding the flood plain. The transition plan for Al Wenderski to take the Village Engineer position is almost complete.

**PROJECT STATUS**

<b>VILLAGE PROJECTS</b>	
<b>PROJECT NAME</b>	<b>DESCRIPTION</b>
<b>2015 Drainage Improvement Project</b>	Project complete on Washington and no other work will occur this year. Other drainage improvements will be delayed until 2016. Village Project Manager – Gary Salavitch
<b>2015 Street Revitalization Project</b>	Project complete including punch list work. All restoration is complete. For more information please visit the department's website. Village Project Manager – Marty Salerno
<b>2015 Street Survey Project</b>	Survey work for next year's street project and other streets is underway. Project should be complete in December. This information is used by the Street Project Team in design and plan preparation. Village Project Manager – Al Wenderski
<b>Barrington Interchange Project</b>	Phase Two interchange work and overall Tollway work is underway. See project website for more information. Village Project Manager – Gary Salavitch
<b>Bode Road Reconstruction</b>	All pavement work is complete including striping and restoration. Lighting, signage and trees remains outstanding. Village Project Manager – Gary Salavitch
<b>Grand Canyon Storm Sewer Project</b>	See agenda item. New project for a rapidly aging storm sewer. Village Project Manager – Al Wenderski
<b>Hillcrest/Moon Lake STP Resurfacing Project</b>	Project design is underway by the Street Project team for a 2016 resurfacing project to be 80% federally funded. Construction to occur in 2016. Village Project Manager – Al Wenderski
<b>Jones / Highland Drainage Project</b>	Storm sewer and pavement restoration work is complete. Project funding in the amount of \$788,812 was received from MWRD for this \$1.088M, forty-year-old drainage problem. This will be removed in January. Village Project Manager – Gary Salavitch
<b>Storm Sewer Analysis Project</b>	Project to begin soon for assessment of the large diameter storm sewers for the central area of the Village. Work will continue throughout the winter and we expect a report in the spring. Village Project Manager – Al Wenderski

<b>COMMERCIAL PROJECTS</b>	
<b>PROJECT NAME</b>	<b>DESCRIPTION</b>
<b>Acura Dealership</b>	Acura continues site work for a new car dealership at the old Dover Straits location. Work complete with the downstream neighbors on drainage improvements. Most of the storm, water, and sanitary are completed. Village Project Manager – Terry White
<b>Adesa Auto Auction</b>	Site work delayed due to wet weather. There are a lot of changes around the project site. Trillium improvement includes grading and complete utilities. Sanitary work has started. Village Project Manager – Terry White
<b>Blackberry Falls II</b>	Building and site work is ongoing. Village Project Manager – Terry White
<b>Burger King Restaurant Higgins and Barrington</b>	Site and building construction continues slowly on this new restaurant. Utilities are complete. Village Project Manager – Terry White
<b>Culvers Prairie Stone</b>	Foundation and site work have started and we suspect this project may move slowly. Village Project Manager – Terry White
<b>Duluth Trading Prairie Stone</b>	Utilities and construction to start soon for a new store in Prairie Stone. Village Project Manager – Terry White
<b>Main Event Prairie Stone</b>	Site construction ongoing, with poor soils a problem. Utilities to start soon. Village Project Manager – Terry White
<b>McDonalds Restaurant Myoda Building</b>	A proposed McDonalds at the old Myoda building in the Golf Center Shopping Center is delayed until 2016. Comments have been submitted. Demolition to start soon. Village Project Manager – Gary Salavitch
<b>Poplar Creek Crossing Lot 4</b>	Most utilities are installed and building work is nearly complete for a new 3-tenant commercial building at this shopping center. Permeable asphalt was used in the parking lot. Village Project Manager – Terry White
<b>Shree Jalaram Mandir Church</b>	A building addition is slowly underway for the church at 425 Illinois Blvd. Village Project Manager – Terry White
<b>Wendy's Golf Center</b>	Plan review is complete for the replacement project. Sounds like a 2016 project. Village Project Manager – Gary Salavitch



<b>RESIDENTIAL PROJECTS</b>	
<b>PROJECT NAME</b>	<b>DESCRIPTION</b>
<b>Bergman Pointe Subdivision</b>	Earthwork and Phase One roads and utilities are complete and tested. Model homes are complete and private utility companies are onsite. Ela and Algonquin Road work is complete. Village Project Manager – Terry White
<b>Bradwell Subdivision (Bradwell Road)</b>	Temporary certificates of occupancy are being issued for the completed houses. All utilities are complete along with testing. Road construction complete to surface asphalt level. It seems that all the houses in this small subdivision are being constructed at the same time. Village Project Manager – Terry White