

AGENDA
PUBLIC WORKS & UTILITIES COMMITTEE
Village of Hoffman Estates
April 23, 2018

Immediately Following the Finance Committee

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

I. Roll Call

II. Approval of Minutes – March 26, 2018
March 19, 2018 – Special Meeting
April 2, 2018 – Special Meeting

NEW BUSINESS

1. Discussion regarding Tree City USA recognition.
2. Request approval of an ordinance declaring Village property surplus and permitting the sale of personal property owned by the Village.
3. Request approval of ordinances authorizing the Village to borrow funds from the State of Illinois Public Water Supply Loan Program and State of Illinois Water Pollution Control Loan Program for the following projects:
 - a. Repainting of Stonington Blvd. tower (T-2) and Huntington Blvd. tower (T-4). (\$700,000)
 - b. Rehabilitation of Chippendale Lift Station and rebuilding of the Golf Road Sanitary Sewer Lift Station. (\$2,000,000)
4. Request authorization to waive bidding process and award contract for engineering services for Golf Road Sanitary Sewer Lift Station replacement design and construction management to Baxter & Woodman Consulting Engineers, Crystal Lake, IL, in an amount not to exceed \$196,825.
5. Request approval of the locations for the 2018 Drainage Improvement Project and discussion of the Village Drainage Policy.
6. Request authorization to waive bidding and purchase three (3) replacement trucks through Suburban Purchasing Cooperative Contract from Currie Motors, Frankfort, IL, in an amount not to exceed \$106,112.

NEW BUSINESS (continued)

7. Request authorization to request proposals from National Association of Energy Service Companies (NAESCO) certified firms for the development of an Energy Performance Contract consisting of comprehensive energy and water management related services.
8. Request acceptance of the Department of Public Works Monthly Report.
9. Request acceptance of the Department of Development Services Monthly Engineering Report of 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

**PUBLIC WORKS & UTILITIES COMMITTEE
MEETING MINUTES**

March 26, 2018

I. Roll call

Members in Attendance:

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

Members Absent:

Trustee Gary Pilafas

**Management Team Members
in Attendance:**

**Art Janura, Corporation Counsel
Dan O'Malley, Deputy Village Manager
Patrick Fortunato, Acting Fire Chief
Ted Bos, Police Chief
Monica Saavedra, Director of HHS
Joseph Nebel, Director of Public Works
Rachel Musiala, Director of Finance
Bruce Anderson, CATV Coordinator
Fred Besenhoffer, Director of IS
Ken Koop, Risk Manager
Ben Gibbs, Sears Centre GM**

The Public Works & Utilities Committee meeting was called to order at 7:00 p.m.

II. Approval of Minutes

Motion by Trustee Gaeta, seconded by Trustee Arnet, to approve the minutes of the Public Works & Utilities Committee meeting of February 26, 2018. Voice vote taken. All ayes. Motion carried.

NEW BUSINESS

- 1. Request approval of Change Order #1 to the contract with Lorig Construction Company of Des Plaines, IL for the Hoffman Boulevard over Canadian National Railroad Superstructure Repairs Project in an amount of \$22,772 for a total not to exceed \$285,301.**

An item summary sheet was by Mr. Wenderski was presented to Committee.

Motion by Trustee Gaeta, seconded by Trustee Arnet, to approve Change Order #1 to the contract with Lorig Construction Company of Des Plaines, IL for the Hoffman Boulevard over Canadian National Railroad Superstructure Repairs Project in an amount of \$22,772 for a total not to exceed \$285,301. Voice vote taken. All ayes. Motion carried.

- 2. Request authorization to extend the 2017 contract for 2018 roadway pavement markings program to Preform Traffic Control Systems, Ltd., Elk Grove, IL at a total cost not to exceed \$57,000.**

An item summary sheet by Mr. Nebel and Mr. Jahnke was presented to Committee.

Trustee Stanton inquired if there is a warranty on the paint applied for striping. Mr. Nebel provided comments.

Motion by Trustee Gaeta, seconded by Trustee Mills, to extend the 2017 contract for 2018 roadway pavement markings program to Preform Traffic Control Systems, Ltd., Elk Grove, IL at a total cost not to exceed \$57,000. Voice vote taken. All ayes. Motion carried.

- 3. Request authorization to extend 2017 contract for 2018 contracted weed control and fertilization, for various Village owned sites and rights-of-way, to Tru Green, Carpentersville, IL (low bid), in an amount not to exceed \$15,120.**

An item summary sheet by Mr. Nebel and Mr. Lackowski was presented to Committee.

Motion by Trustee Gaeta, seconded by Trustee Arnet, to extend 2017 contract for 2018 contracted weed control and fertilization, for various Village owned sites and rights-of-way, to Tru Green, Carpentersville, IL (low bid), in an amount not to exceed \$15,120. Voice vote taken. All ayes. Motion carried.

- 4. Request authorization to award 2018 contract for landscape maintenance services for (A & B locations) Village owned sites and state/county rights-of-way to V. Cardenas, East Dundee, IL, in an amount not to exceed \$75,203.00.**

An item summary sheet by Mr. Nebel and Mr. Lackowski was presented to Committee.

Trustee Stanton inquired about the contract for the former landscaper. Mr. Nebel provided comments.

Motion by Trustee Gaeta, seconded by Trustee Stanton, to award 2018 contract for landscape maintenance services for (A & B locations) Village owned sites and state/county rights-of-way to V. Cardenas, East Dundee, IL, in an amount not to exceed \$75,203.00. Voice vote taken. All ayes. Motion carried.

- 5. Request authorization to extend 2017 contract for 2018 Concrete Maintenance/Restoration to Mondri Construction, Inc. West Chicago, IL (low bid) at a unit price of \$5.85 per square foot for sidewalk, \$22.50 per lineal foot for curb replacements, and \$52.00 per square yard for driveway apron replacements in an amount not to exceed \$110,000.**

An item summary sheet by Mr. Nebel and Mr. McGraw was presented to Committee.

Motion by Trustee Gaeta, seconded by Trustee Stanton, to extend 2017 contract for 2018 Concrete Maintenance/Restoration to Mondri Construction, Inc. West Chicago, IL (low bid) at a unit price of \$5.85 per square foot for sidewalk, \$22.50 per lineal foot for curb replacements, and \$52.00 per square yard for driveway apron replacements in an amount not to exceed \$110,000. Voice vote taken. All ayes. Motion carried.

- 6. Request authorization to extend 2017 contract for 2018 Sidewalk Raising/Mudjacking Program to Raise Rite of Carol Stream, IL (low bid) at a unit price of \$2.00 per square foot for sidewalk, in an amount not to exceed \$40,000.**

An item summary sheet by Mr. Nebel and Mr. McGraw was presented to Committee.

Motion by Trustee Gaeta, seconded by Trustee Arnet, to extend 2017 contract for 2018 Sidewalk Raising/Mudjacking Program to Raise Rite of Carol Stream, IL (low bid) at a unit price of \$2.00 per square foot for sidewalk, in an amount not to exceed \$40,000. Voice vote taken. All ayes. Motion carried.

- 7. Request authorization to award contract for purchase of thirty-six (36) complete Mueller fire hydrants to Ziebell Water Service Products Inc., Elk Grove Village IL (low bid), in an amount not to exceed \$105,058.**

An item summary sheet by Mr. Nebel, Mr. Xiao was presented to Committee.

Motion by Trustee Gaeta, seconded by Trustee Mills, to award contract for purchase of thirty-six (36) complete Mueller fire hydrants to Ziebell Water Service Products Inc., Elk Grove Village IL (low bid), in an amount not to exceed \$105,058. Voice vote taken. All ayes. Motion carried.

- 8. 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.

- 9. Request acceptance of the Department of Development Services Monthly Engineering Report of the Transportation and Engineering Division.**

The Department of Development Services Monthly Engineering Report of the Transportation and Engineering Division was presented to committee.

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

- III. President's Report** – NWMC Legislative Committee meeting and Chamber After Hours at Poplar Creek Bowl on 4/21, Transportation Committee meeting of the NWMC on 4/22, Thumka Indian restaurant newspaper launch of Adbhut Media USA on 4/25. Wine Wednesday announced and Park District Easter Egg Hunts announced.

- IV. Other**
- V. Items in Review**
- VI. Adjournment**

Motion by Trustee Arnet, seconded by Trustee Gaeta, to adjourn the meeting at 7:10 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

I. Roll call

Members in Attendance:

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

**Management Team Members
in Attendance:**

**Jim Norris, Village Manager
Patti Cross, Asst. Corporation Counsel
Dan O'Malley, Deputy Village Manager
Mark Koplin, Asst. Vlg. Mgr. – Dev. Services
Peter Gugliotta, Director of Planning
Kevin Kramer, Econ. Dev. Coordinator
Mike Hankey, Director of Transportation
Ted Bos, Police Chief
Rachel Musiala, Director of Finance
Monica Saavedra, Director of HHS
Fred Besenhoffer, Director of IS
Bev Romanoff, Village Clerk
Patrick Fortunato, Acting Fire Chief
Patrick Seger, Director of HRM
Doug LaSota, Assoc. Corporation Counsel
Ryan Johnson, Mgmt. Analyst
Kelly Kerr, Asst. Director of Public Works
Bruce Anderson, CATV Coordinator**

The Public Works & Utilities Committee meeting was called to order at 7:55 p.m.

NEW BUSINESS

- 1. Request authorization for Village to participate in joint purchasing procedure with the State of Illinois, State Bid Table “B – RENEW” option for 2018-2019 procurement of road salt for an amount of 3,600 tons (100%).**

An item summary sheet was by Joe Nebel and Kelly Kerr was presented to Committee.

Motion by Trustee Gaeta, seconded by Trustee Pilafas, to authorize the Village to participate in joint purchasing procedure with the State of Illinois, State Bid Table “B – Renew” option for 2018-2019 procurement of road salt for an amount of 3,600 tons (100%). Voice vote taken. All ayes. Motion carried.

II. Adjournment

Motion by Trustee Gaeta, seconded by Trustee Pilafas, to adjourn the meeting at 7:57 p.m. Voice vote taken. All ayes. Motion carried.

Minutes submitted by:

Debbie Schoop, Executive Asst.

Date

**SPECIAL PUBLIC WORKS & UTILITIES COMMITTEE
MEETING MINUTES**

April 2, 2018

I. Roll call

Members in Attendance:

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

Via Phone:

Trustee Karen Arnet,

**Management Team Members
in Attendance:**

**Jim Norris, Village Manager
Art Janura, Corporation Counsel
Patti Cross, Asst. Corporation Counsel
Dan O'Malley, Deputy Village Manager
Kevin Kramer, Econ. Dev. Coordinator
Ted Bos, Police Chief
Joe Nebel, Director of Public Works
Rachel Musiala, Director of Finance
Audra Marks, Asst. Director of HHS
Fred Besenhoffer, Director of IS
Bev Romanoff, Village Clerk
Patrick Fortunato, Acting Fire Chief
Patrick Seger, Director of HRM
Doug LaSota, Assoc. Corporation Counsel
Bruce Anderson, CATV Coordinator**

Guests: Daily Herald / Eric Peterson

The Special Public Works & Utilities Committee meeting was called to order at 7:05 p.m.

NEW BUSINESS

- 1. Request authorization to waive bidding and award contract for the emergency repair and lining of two sections of sanitary sewer located on Higgins Road at Manchester Drive (Phase 1) to Insituform Technologies, Orland Park, IL, in an amount not to exceed \$82,840.**

An item summary sheet was by Joe Nebel and Haileng Xiao was presented to Committee.

Mr. Nebel provided background on the project.

Motion by Trustee Gaeta, seconded by Trustee Stanton, to award contract for the emergency repair and lining of two sections of sanitary sewer located on Higgins Road at Manchester Drive (Phase 1) to Insituform Technologies, Orland Park, IL, in an amount not to exceed \$82,840. Roll call vote taken. All ayes. Motion carried.

II. Adjournment

Motion by Trustee Mills, seconded by Trustee Stanton, to adjourn the meeting at 7:08 p.m. Roll call 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: Discussion regarding Tree City USA recognition.

MEETING DATE: April 23, 2018

COMMITTEE: Public Works & Utilities

FROM: Joseph Nebel, Director of Public Works
Kelly Kerr, Assistant Director of Public Works
Nick Lackowski, Village Forester

PURPOSE: To provide background information on the process performed to fulfill requirements for recertification as a Tree City USA community.

BACKGROUND: The National Arbor Day Foundation requires municipalities aspiring to be recognized as a Tree City USA community to annually satisfy a list of four (4) standards. These standards are:

1. A Tree Board or Department
2. A Community Tree Ordinance
3. A Forestry Program with at least \$2 per capita for tree care
4. An Arbor Day Observance and Proclamation.

An application with written documentation is submitted to the Illinois Department of Natural Resources (IDNR) each December for review and preliminary approval. The IDNR verifies that requirements have been met and forwards the application and documentation to the National Arbor Day Foundation for final approval. Notification of preliminary approval is commonly received in late January, with final approval issued through the IDNR in March.

DISCUSSION:

On March 15, 2018, the Village of Hoffman Estates was awarded its twenty-seventh consecutive Tree City USA recognition at a ceremony held at North East Municipal Foresters Meeting in Arlington Heights, IL.

In addition, the Village of Hoffman Estates was awarded a Growth Award for 2017. A Growth Award is given by the Arbor Day Foundation to recognize higher levels of tree care by participating Tree City USA communities. The Growth Award highlights innovative programs and projects, increased commitment and resources for urban forestry, and provides an opportunity to share new ideas and successes across the country. Of the 148 Illinois communities receiving Tree City USA status for 2017, Hoffman Estates was one of only 29 communities recognized with a Growth Award.

Our application met the requirements for the Growth Award with the help of various activities. With the addition of the Departments newly acquired stump grinder implement, the Village was able to provide better customer service to our residents, produce a recyclable product for Category D-3 Recycling and provide a cost savings to the community.

Additional points were also achieved with the 2017 Earth Day event that brought together the Village and a member of the Village's business community resulting in the beautification of Arbor Day Park in preparation for the following weeks Arbor Day ceremony. Volunteers from the Sears Holdings Corporation helped by cleaning up the park and installing new mulch rings around all of the 90+ trees planted in the park which qualified for Category B-1 New Project or Organization. The 2017 Growth Award marks the fifth time the Village has received the recognition with the award being received in 2014, 2000, 1993 and 1992.

The Annual Tree City USA Community designation is reflective of the level of stewardship necessary to build greener communities for today and tomorrow, continuously enhancing the beauty and value of Hoffman Estates property, both public and private.

FINANCIAL IMPACT:

In accordance with Village budget.

RECOMMENDATION:

For discussion purposes.

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request approval of an ordinance declaring Village property surplus and permitting the sale of personal property owned by the Village.

MEETING DATE: April 23, 2018

COMMITTEE: Public Works & Utilities

FROM: Joseph Nebel, Director of Public Works
Bob Markko, Fleet Supervisor

PURPOSE: Approval of an ordinance declaring Village property surplus and permitting the sale of personal property owned by the Village, utilizing online auction and bid proposal solicitation.

DISCUSSION: The Village is required to declare surplus all property deemed no longer necessary, useful to, or in the best interests of the Village to retain prior to properly disposing of such property.

BACKGROUND: In the past, the Village has been able to dispose of surplus property by way of online public auction, live auction, and other methods so as to reduce waste and derive any further value in the form of revenues to the extent possible. Surplus items not sold at auction can then be properly disposed of or recycled.

FINANCIAL IMPACT: The sale of Village surplus items is expected to generate marginal revenue from the auction.

RECOMMENDATION: Approval of an Ordinance authorizing the sale of personal property owned by the Village, per the attachment.

ORDINANCE NO. _____ - 2018

VILLAGE OF HOFFMAN ESTATES

AN ORDINANCE AUTHORIZING THE SALE
OF PERSONAL PROPERTY OWNED BY
THE VILLAGE OF HOFFMAN ESTATES

WHEREAS, in the opinion of at least three-fourths of the corporate authorities of the Village of Hoffman Estates, it is no longer necessary or useful to or for the best interests of the Village of Hoffman Estates to retain ownership of the personal property hereinafter described; and

WHEREAS, it has been determined by the President and Board of Trustees of the Village of Hoffman Estates to sell said personal property at a public auction to be held on the internet auction website www.publicsurplus.com.

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

Section 1: That pursuant to 65 ILCS 5/11-76-4 of the Illinois Revised Statutes, the President and Board of Trustees of the Village of Hoffman Estates find that the described personal property attached as Exhibit "A" now owned by the Village of Hoffman Estates, is no longer necessary or useful to the Village of Hoffman Estates and that the best interests of the Village of Hoffman Estates will be served by its sale.

Section 2: That pursuant to 65 ILCS 5/11-76-4, the Village Manager is hereby authorized and directed to sell the aforementioned property now owned by the Village of Hoffman Estates at public auction at the internet auction website www.publicsurplus.com, to the highest bidder of said personal property.

Section 3: That the Village Manager is hereby authorized and directed to advertise the sale of the aforementioned personal property in a newspaper published within the community not less than ten (10) days before the date of said public auction.

Section 4: That no bid which is less than the minimum price set forth in the list of property to be sold shall be accepted.

Section 5: That the Village Manager is hereby authorized and directed to enter into an agreement for the sale of said personal property.

Section 6: That upon payment of the full auction price, the Village Manager is hereby authorized and directed to convey and transfer title to the aforesaid personal property to the successful bidder.

Section 7: That if said personal property is not sold at such auction, then the Village Manager is authorized to sell without bid or properly dispose of or recycle any such property.

Section 8: That the Village Clerk is hereby authorized to publish this ordinance in pamphlet form.

Section 9: That this ordinance shall be in full force and effect immediately from and after its passage and approval.

PASSED THIS _____ day of _____, 2018

VOTE	AYE	NAY	ABSENT	ABSTAIN
Trustee Karen V. Mills	_____	_____	_____	_____
Trustee Anna Newell	_____	_____	_____	_____
Trustee Gary J. Pilafas	_____	_____	_____	_____
Trustee Gary G. Stanton	_____	_____	_____	_____
Trustee Michael Gaeta	_____	_____	_____	_____
Trustee Karen Arnet	_____	_____	_____	_____
President William D. McLeod	_____	_____	_____	_____

APPROVED THIS _____ DAY OF _____, 2018

Village President

ATTEST:

Village Clerk

Published in pamphlet form this _____ day of _____, 2018.

Exhibit A

Item	Qty.	Min Bid
13A 2003International 4400 1HTMKAAR63H565098	1	\$10,000
54A 2001 Ford F550 Aerial 1FDAF56F01ED79058	1	\$5,000
75A 2005 Ford Crown Victoria 2FAFP71WX5X165330	1	\$500
603A 2006 Precision SMC1000 Message Board 0405M230	1	\$500
C93A 2010 Ford Crown Victoria 2FABP7BV2AX145877	1	\$750
E94A 2002 Dodge Dakota 1B7GG42X32S657586	1	\$500
P02A 2007 Ford Crown Victoria 2FAHP71W17X145480	1	\$500
P44A 2006 Ford Crown Victoria 2FAFP71WX6X166172	1	\$500
P 45A 2011 Ford Crown Victoria 2FABP7BV4BX152461	1	\$750
P47A 2007 Ford Crown Victoria 2FAHP71W17X149531	1	\$500
		\$20,000

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request approval of ordinances authorizing the Village to borrow funds from the State of Illinois Public Water Supply Loan Program and State of Illinois Water Pollution Control Loan Program for the following projects:
a. Repainting of Stonington Blvd. tower (T-2) and Huntington Blvd. tower (T-4). (\$700,000)
b. Rehabilitation of Chippendale Lift Station and rebuilding of the Golf Road Sanitary Sewer Lift Station. (\$2,000,000)

MEETING DATE: April 23, 2018

COMMITTEE: Public Works & Utilities

FROM: Joseph Nebel, Director of Public Works
Haileng Xiao, Superintendent of Water & Sewer

PURPOSE: To complete application for the low interest State of Illinois Environmental Protection Agency (IEPA) loans.

BACKGROUND: In 2016, two Board approved water and sewer capital improvement projects were identified as meeting the basic requirements for infrastructure financial assistance through an IEPA low interest loan (2018's rate at 1.76%) for a twenty (20) year period.

The first project is the repainting of Stonington Blvd. tower (T-2) and Huntington Blvd. tower (T-4) at an estimated cost of \$700,000. The second project is the rehabilitation of Chippendale Lift Station and rebuilding of the Golf Road Sanitary Sewer Lift Station with an estimated cost of \$2,000,000.

In 2017, with assistance from a consulting engineer, initial applications were submitted to the IEPA Water Revolving Fund for the low interest loans. In March 2018, the IEPA issued review letters and concurred with staff that the proposed projects are technically appropriate and cost effective.

DISCUSSION, continued

The letters indicated IEPA's intent to approve and categorically exclude the two projects from environmental review.

The next step in the loan application process, is the adoption of ordinances authorizing the Village to borrow funds from the IEPA. After review by the Village Attorney, the draft ordinances meet the requirements for the Village President and Village Clerk to execute the loan agreements by and between the Illinois Environmental Protection Agency ("IEPA") and the Village of Hoffman Estates pursuant to the IEPA Water Revolving Fund program (415 ILCS 5/19.3). The Village is required to provide an opportunity for the public to comment and ensure the two proposed projects to have little or no potential for causing negative environmental impacts.

FINANCIAL IMPACT:

A financial analysis summary of the two projects was performed by consultant engineers. The reports indicated that the Village's combined water/sewer revenue will provide adequate funds to repay the loans in accordance with the terms of the loan agreements, including meeting any covenants and requirements in the loan agreement. The Village Attorney will issue a legal opinion to the IEPA on the validity and enforceability of the Village's obligations and absence of conflicts with other agreements, bonds, or ordinances.

RECOMMENDATION:

Request approval of ordinances authorizing the Village to borrow funds from the State of Illinois Public Water Supply Loan Program and State of Illinois Water Pollution Control Loan Program for the following projects:

- a. Repainting of Stonington Blvd. tower (T-2) and Huntington Blvd. tower (T-4). (\$700,000)
- b. Rehabilitation of Chippendale Lift Station and rebuilding of the Golf Road Sanitary Sewer Lift Station. (\$2,000,000)

VILLAGE OF HOFFMAN ESTATES

**AN ORDINANCE AUTHORIZING THE VILLAGE OF HOFFMAN ESTATES
TO BORROW FUNDS FROM THE PUBLIC WATER SUPPLY LOAN PROGRAM
(ELEVATED WATER TOWER PAINTING PROJECTS FOR TOWERS T-2 AND T-4)**

WHEREAS, the Village of Hoffman Estates, Cook and Kane Counties, Illinois, (hereinafter the "Village") operates its public water supply system (hereinafter "the System") and in accordance with the provisions of 65 ILCS 5/11-139-1 *et seq.*, and is subject to the provisions of the Local Government Debt Reform Act, 30 ILCS 350/1 *et seq.* (said statutory provisions being hereinafter collectively referred to as the "Act"); and

WHEREAS, in accordance with the provisions of Article VII, Section 10 of the Illinois Constitution of 1970, and 415 ILCS 5/4 and 5/19.1 through 5/19.9, the Village is authorized to enter into a Loan Agreement with the Illinois Environmental Protection Agency for a loan of funds for public water supply system improvements, the repayment of which loan may be secured by a dedicated source of revenue; and

WHEREAS, the President and Board of Trustees of the Village of Hoffman Estates (hereinafter "the Corporate Authorities") have determined that it is advisable, necessary, and in the best interest of the public health, safety, and welfare to improve the System, including the following:

- Repainting and maintenance of elevated water Towers T-2 (2150 Stonington) and Towers T-4 (3990 Huntington), which requires the removal of the existing interior and exterior paint coatings with abrasive blast and application of epoxy urethane paint system, along with minor tank repairs.

together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and installation ("the Project"), all in accordance with the plans and specifications prepared by consulting engineers of the Village, Dixon Engineering Inc., which Project has a useful life of 12 years; and

WHEREAS, the estimated cost of construction and installation of the Project, excluding engineering, legal, financial and other related expenses is \$700,000, and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS, the loan shall bear an interest rate as defined by 35 Ill. Adm. Code 662, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 *et seq.*, at the time of the issuance of the loan; and

WHEREAS, the principal and interest payment shall be payable semi-annually, and the loan shall mature in twelve (12) years, which is within the period of useful life of the Project; and

WHEREAS, the costs are expected to be paid for with a loan to the Village of Hoffman Estates from the Public Water Supply Loan Program (PWSLP) through the Illinois Environmental Protection Agency, the loan to be repaid from revenues of the Combined Water and Sewer User Charge System and the loan is authorized to be accepted at this time pursuant to the Act; and

WHEREAS, in accordance with the provisions of the Act, the Village of Hoffman Estates is authorized to borrow funds from the Public Water Supply Loan Program in the aggregate principal amount of \$700,000 to provide funds to pay the costs of the Project; and

WHEREAS, the loan to the Village of Hoffman Estates shall be made pursuant to a loan agreement (hereinafter "the Loan Agreement"), including certain terms and conditions between the Village of Hoffman Estates and the Illinois Environmental Protection Agency;

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

Section 1: Incorporation Of Preambles

The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct and incorporate them into this Ordinance by this reference.

Section 2: Determination to Borrow Funds

It is necessary and in the best interests of the Village of Hoffman Estates to construct the Project for the public health, safety, and welfare, in accordance with the plans and specifications, as described; that the System continues to be operated in accordance with the provisions of the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.*; and that for the purpose of constructing the Project, it is hereby authorized that funds be borrowed by the Village of Hoffman Estates in the aggregate principal amount (which can include construction period interest financed over the term of the loan) not to exceed \$700,000.

Section 3: Additional Ordinances

If no Petition meeting the requirements of the Act and other applicable laws is filed during the thirty (30) day Petition period, then the Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the water user fees, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the Project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable law. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the Village of Hoffman Estates may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the Village of Hoffman Estates to pay the principal and interest due to the Public Water Supply Loan Program without the written consent of the Illinois Environmental Protection Agency.

Section 4: Loan Not Indebtedness of the Village

Repayment of the loan to the Illinois Environmental Protection Agency by the Village of Hoffman Estates pursuant to this Ordinance is to be solely from the revenue derived from revenues of the Combined Water and Sewer User Charge System and the loan does not constitute an indebtedness of the Village of Hoffman Estates within the meaning of any constitutional or statutory limitation.

Section 5: Application for Loan

The Village President is hereby authorized to make application to the Illinois Environmental Protection Agency for a loan through the Public Water Supply Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 662.

Section 6: Acceptance of Loan Agreement

The Corporate Authorities hereby authorize acceptance of the offer of a loan through the Public Water Supply Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the purposes of the project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

Section 7: Authorization of Village President to Execute Loan Agreement

The Village President is hereby authorized and directed to execute the Loan Agreement with the Illinois Environmental Protection Agency. The Corporate Authorities may authorize by resolution a person other than the Village President for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan.

Section 8: Severability

If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 9: Repealer

All ordinances, resolutions, orders, or parts thereof, which conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed.

Section 10: The Village Clerk is hereby authorized to publish this ordinance in pamphlet form.

Section 11: That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form and as provided for in Section 3 above, as provided by law.

PASSED THIS _____ day of _____, 2018

VOTE	AYE	NAY	ABSENT	ABSTAIN
Trustee Karen V. Mills	_____	_____	_____	_____
Trustee Anna Newell	_____	_____	_____	_____
Trustee Gary J. Pilafas	_____	_____	_____	_____
Trustee Gary G. Stanton	_____	_____	_____	_____
Trustee Michael Gaeta	_____	_____	_____	_____
Trustee Karen Arnet	_____	_____	_____	_____
President William D. McLeod	_____	_____	_____	_____

APPROVED THIS _____ DAY OF _____, 2018

Village President

ATTEST:

Village Clerk

Published in pamphlet form this _____ day of _____, 2018.

ORDINANCE NO. _____ - 2018

VILLAGE OF HOFFMAN ESTATES

**AN ORDINANCE AUTHORIZING THE
VILLAGE OF HOFFMAN ESTATES TO BORROW FUNDS
FROM THE WATER POLLUTION CONTROL LOAN PROGRAM
(CHIPPENDALE AND GOLF LIFT STATIONS)**

WHEREAS, the Village of Hoffman Estates, Cook and Kane Counties, Illinois, (hereinafter the "Village") operates its public sewer collection system (hereinafter "the System") and in accordance with the provisions of Article 7 of the Illinois Constitution and the Local Government Debt Reform Act, 30 ILCS 350/1 *et seq.* (collectively "the Act"); and

WHEREAS, the President and Board of Trustees of the Village of Hoffman Estates (hereinafter "the Corporate Authorities") have determined that it is advisable, necessary, and in the best interest of the public health, safety, and welfare to improve the System, including the following:

Rehabilitation of the Existing Chippendale and Golf Road Lift Stations

together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and installation ("the Project"), all in accordance with the plans and specifications prepared by consulting engineers Baxter & Woodman, Inc., which Project has a useful life of 40 years; and

WHEREAS, the estimated cost of construction and installation of the Project, excluding engineering, legal, financial and other related expenses is \$2,000,000, and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS, the costs are expected to be paid for with a loan to the Village of Hoffman Estates from the Water Pollution Control Loan Program through the Illinois Environmental Protection Agency, to be repaid from revenues of the Combined Water and Sewer User Charge System and the loan is authorized to be accepted at this time pursuant to the Act; and

WHEREAS, the loan shall bear an interest rate as defined by 35 Ill. Adm. Code 365, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 *et seq.*, at the time of the issuance of the loan; and

WHEREAS, the principal and interest repayment shall be payable semi-annually, and the loan shall mature in twenty (20) years, which is within the period of useful life of the Project; and

WHEREAS, in accordance with the provisions of the Act, the Village of Hoffman Estates is authorized to borrow funds from the Water Pollution Control Loan Program in the aggregate principal amount of \$2,000,000 to provide funds to pay the costs of the Project; and

WHEREAS, the loan to the Village of Hoffman Estates shall be made pursuant to a loan agreement (hereinafter "the Loan Agreement", including certain terms and conditions between the Village of Hoffman Estates and the Illinois Environmental Protection Agency;

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

Section 1: Incorporation of Preambles

The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct and incorporate them into this Ordinance by this reference.

Section 2: Determination to Borrow Funds

It is necessary and in the best interests of the Village of Hoffman Estates to construct the Project for the public health, safety, and welfare, in accordance with the plans and specifications, as described; that the System continues to be operated in accordance with the provisions of the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.*; and that for the purpose of constructing the Project, it is hereby authorized that funds be borrowed by the Village of Hoffman Estates in the aggregate principal amount (which can include construction period interest financed over the term of the loan) not to exceed \$2,000,000.

Section 3: Additional Ordinances

The Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the revenues of the Combined Water and Sewer User Charge System, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the Project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable law. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the Village of Hoffman Estates may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the Village of Hoffman Estates to pay the principal and interest due to the Water Pollution Control Loan Program without the written consent of the Illinois Environmental Protection Agency.

Section 4: Loan Not Indebtedness of the Village

Repayment of the loan to the Illinois Environmental Protection Agency by the Village of Hoffman Estates pursuant to this Ordinance is to be solely from the revenue of the Combined Water and Sewer User Charge System and the loan does not constitute an indebtedness of the Village of Hoffman Estates within the meaning of any constitutional or statutory limitation.

Section 5: Application for Loan

The Village President is hereby authorized to make application to the Illinois Environmental Protection Agency for a loan through the Water Pollution Control Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 365.

Section 6: Acceptance of Loan Agreement

The Corporate Authorities hereby authorize acceptance of the offer of a loan through the Water Pollution Control Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the purposes of the project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

Section 7: Authorization of Village President to Execute Loan Agreement

The Village President is hereby authorized and directed to execute the Loan Agreement with the Illinois Environmental Protection Agency. The Corporate Authorities may authorize by resolution a person other than the Village President for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan.

Section 8: Severability

If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 9: Repealer

All ordinances, resolutions, orders, or parts thereof, which conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed.

Section 10: The Village Clerk is hereby authorized to publish this ordinance in pamphlet form.

Section 11: This Ordinance shall be in full force and effect immediately from and after its passage and approval.

PASSED THIS _____ day of _____, 2018

VOTE	AYE	NAY	ABSENT	ABSTAIN
Trustee Karen V. Mills	_____	_____	_____	_____
Trustee Anna Newell	_____	_____	_____	_____
Trustee Gary J. Pilafas	_____	_____	_____	_____
Trustee Gary G. Stanton	_____	_____	_____	_____
Trustee Michael Gaeta	_____	_____	_____	_____
Trustee Karen Arnet	_____	_____	_____	_____
President William D. McLeod	_____	_____	_____	_____

APPROVED THIS _____ DAY OF _____, 2018

Village President

ATTEST:

Village Clerk

Published in pamphlet form this _____ day of _____, 2018.

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request authorization to waive bidding process and award contract for engineering services for Golf Road Sanitary Sewer Lift Station replacement design and construction management to Baxter & Woodman Consulting Engineers, Crystal Lake, IL, in an amount not to exceed \$196,825.

MEETING DATE: April 23, 2018

COMMITTEE: Public Works & Utilities

FROM: Joseph Nebel, Director of Public Works
Haileng Xiao, Superintendant of Water & Sewer

PURPOSE: Authorize contract award to Baxter & Woodman (B&W) Consulting Engineers for engineering services for Golf Road Sanitary Sewer Lift Station replacement design and construction management.

BACKGROUND: Golf Road Lift Station is located at 1513 Golf Road and was constructed in 1972. The lift station is a dry well/wet well prefabricated steel duplex underground pump station. The station has three pumps, two at 50 HP and one at 75 HP. The lift station conveys sanitary sewage through 16-inch diameter force main, which discharges into 30-inch diameter gravity sewer flowing to MWRD interceptor.

The station receives discharge from five lift stations upstream and is one of the most critical facilities in the Village's sanitary sewer system. In the past, the station has had some serious corrosion problems on piping, valves, pumps, and wet well and dry well structures. Recently, staff noticed ground water infiltrating into the dry well through floor damaged by corrosion.

An engineering study completed by B&W engineers in 2016 indicated the cumulative effects of corrosion and the severity of the corrosion problems make the rebuilding and replacement of the station a priority capital improvement project.

BACKGROUND, Continued

Due to the project eligibility for State infrastructure financial assistance, staff, with assistance from Baxter & Woodman engineers, submitted an application to the IEPA Water Revolving Fund for a low interest loan in 2017.

In March 2018, the State issued a tentative approval letter to provide loans to cover the cost of both rebuilding of Golf Road Lift Station and rehabilitation of Chippendale Lift Station. Before Golf Road lift station was proposed as a priority capital improvement project, plans and bid documents for the rehabilitation of Chippendale Lift Station were previously completed by B&W engineers through a competitive RFP process. Due to the nature and similarity of the two projects, staff combined the rehabilitation of Chippendale Lift and rebuilding of Golf Lift in one application to the State for the low interest loan.

DISCUSSION:

On April 17, 2018 B&W consultant engineers, at staff's request, submitted a proposal to cover engineering services for Golf Road Sanitary Sewer Lift Station replacement design and construction management. Staff reviewed the proposal, and it met Village requirements. The proposal was prepared so that the entire cost of the project is eligible for reimbursement by the low interest loan.

Baxter & Woodman has been a Village consultant engineer for over 18 years for sanitary sewer rehabilitation projects. Baxter & Woodman's construction management division is excellent, as exemplified by the highly satisfactory critical sewer repair rehabilitation during the previous years. Recent plans and bid documents for rehabilitation of Chippendale Lift Station were completed by B&W engineers to a high level of staff satisfaction. B&W consultant engineers have been retained for the construction management of Chippendale Lift rehabilitation for the Village; having B&W consultant engineers be the construction engineer for both projects funded by the same IEPA loan, will minimize project conflicts. Staff recommends Baxter & Woodman be retained for the Golf Road Sanitary Sewer Lift Station replacement design and construction management.

FINANCIAL IMPACT:

The entire proposed cost of the project will be for reimbursed by the State low interest loans. The loan to be approved by the IEPA is between \$1,700,000 and \$2,000,000 and will be sufficient to cover the proposed engineering costs of \$196,825.

RECOMMENDATION:

Request authorization to waive RFP process and award contract for engineering services for Golf Road Sanitary Sewer Lift Station replacement design and construction management to Baxter & Woodman Consulting Engineers, Crystal Lake, IL, in an amount not to exceed \$196,825.

VILLAGE OF HOFFMAN ESTATES, ILLINOIS
GOLF ROAD LIFT STATION REPLACEMENT
ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT effective as of _____, _____ (“Effective Date”) between Village of Hoffman Estates (“Owner”) and Baxter and Woodman, Inc. (“Engineer”).

Owner’s Project, of which the Engineer’s services under this Agreement are a part, is generally identified in Exhibit A (“Project”), attached hereto and incorporated herein by this reference.

Owner and Engineer in consideration of their mutual covenants set forth herein agree as follows:

1. **SERVICES OF ENGINEER**

1.1 Engineer shall provide, or cause to be provided, if part of its scope, the services set forth herein and in Exhibit B, attached hereto and incorporated herein by this reference.

2. **OWNER’S RESPONSIBILITIES**

2.1 Provide the Engineer with all criteria and full information as to the Owner’s requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications, and furnish copies of Owner’s standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.

2.2 Furnish the Engineer all available information pertinent to the Project including reports and data relative to previous designs, existing conditions, or investigations at or adjacent to the Site.

2.3 Furnish or otherwise make available additional project related information and data as is reasonably required to enable Engineer to complete the Project.

2.4 Owner warrants that all known hazardous materials on or beneath the site have been identified to the Engineer. The Engineer shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials. The Engineer shall not be required by the Owner to provide certifications that soils, including soil mixed with other clean construction or demolition debris, are or are not contaminated unless this service is set forth in Exhibit B.

2.5 The Engineer will rely, without liability, upon the accuracy and completeness of all information furnished by the Owner, including its consultants, contractors, specialty

contractors, manufacturers, suppliers, and publishers of technical standards pursuant to this Agreement without independently verifying the information.

- 2.6 The Engineer may reasonably rely on the express and implied representations made by contractors, manufacturers, suppliers, and installers of equipment, materials, and products required by the construction documents as being suitable fit for their intended purposes and compliant with the construction documents and applicable project requirements.
- 2.7 Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.

3. **SCHEDULE FOR RENDERING SERVICES**

- 3.1 Engineer is authorized to begin services as of the Effective Date.
- 3.2 Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit B, and are hereby agreed to be reasonable.
- 3.3 If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation shall be adjusted equitably.
- 3.4 If the Engineer is hindered, delayed or prevented from performing under the Agreement as a result of any act or neglect of the Owner (or those for whom the Owner is responsible) or force majeure, the time for completion of the Engineer's work shall be extended by the period of the resulting delay and the rates and amounts of Engineer's compensation shall be adjusted equitably. Force majeure includes, but is not limited to acts of God, wars, terrorism, strikes, labor walkouts, fires, natural disasters, or requirements of governmental agencies.

4. **COMPENSATION, INVOICES AND PAYMENTS**

- 4.1 The Owner shall pay the Engineer for the design services performed or furnished under Exhibit B, Sections 1 through 20 based upon the Engineer's standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel, which will not exceed \$91,825, Engineer's Project No. 161150.40. The Engineer may adjust the hourly billing rate and out-of-pocket expenses on or about January 1 of each subsequent year and will send the new schedule to the Owner.

The proposed fee does not include the cost of one soil boring to be completed by a geotechnical subconsultant. We estimate the cost of one soil boring and report at \$3,500.

- 4.2 The Owner shall pay the Engineer for the construction services performed or furnished under Exhibit B, Sections 21 through 25 based upon the Engineer's standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel, which will not exceed **\$105,000**, Engineer's Project No. 161150.60. The Engineer may adjust the hourly billing rate and out-of-pocket expenses on or about January 1 of each subsequent year and will send the new schedule to the Owner. *This fee assumes that construction of Chippendale Pumping Station Rehabilitation (separate PO) is bid together with this contract and construction at the same time.*
- 4.3 The Engineer may submit requests for periodic progress payments for services rendered. Payments shall be due and owing by the Owner in accordance with the terms and provisions of the Local Government Prompt Payment Act, Illinois Compiled Statutes, Ch.50, Sec. 505, et. Seq.; and if Owner fails to comply, the Engineer may, after giving seven (7) days written notice to the Owner, suspend services under this Agreement until the Engineer has been paid in full all amounts due for services, expenses, and late payment charges as provided in such Act.
- 4.4 The Owner may, at any time, by written order, make changes to the scope of this Agreement, which changes shall not become effective unless and until Engineer issues its written acceptance of same. If such changes cause an increase or decrease in the Engineer's fee or time required for performance of any services under this Agreement, an equitable adjustment shall be made and this Agreement shall be modified. No service for which added compensation is to be charged will be provided without first obtaining written authorization from the Owner. The parties further agree that if elements of the scope are reduced or eliminated by the Owner, then the Owner agrees to waive, forgive, release, and hold harmless the Engineer from all claims, causes of action, and damages arising from those reduced and/or eliminated services. The Engineer shall not be responsible for the changes made to the project documents by the Owner, contractor, or others without the Engineer's prior review and written approval.

5. **OPINION OF PROBABLE CONSTRUCTION COSTS**

- 5.1 The Engineer's opinion of probable construction costs, if included in its scope of services, represents its reasonable judgment as a professional engineer. The Owner acknowledges that the Engineer has no control over construction costs or contractor's methods of determining prices, or over competitive bidding, or market conditions. The Engineer cannot and does not warranty or guarantee that proposals, bids, or actual construction costs will not vary from the Engineer's opinion of probable cost. Engineer shall not be responsible for any cost variance.

6. ENGINEER'S PERFORMANCE

- 6.1 The standard of care for all professional engineering and related services performed or furnished by the Engineer under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under similar circumstances at the same time and in the same locality on similar projects. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- 6.2 Engineer shall be responsible for the technical accuracy of its services and its instruments of service resulting therefrom, and Owner shall not be responsible for discovering deficiencies, if any, in them. Engineer shall correct known deficiencies in its instruments of service without additional compensation except to the extent such action is directly attributable to deficiencies, errors or omissions in Owner-furnished information.
- 6.3 The Engineer will use reasonable care to comply with applicable laws, regulations, and Owner-mandated standards as of this Agreement's Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation, which shall be adjusted equitably.
- 6.4 Engineer may employ such sub-consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive written objections by the Owner.
- 6.5 Engineer shall not supervise, direct, control, or have charge or authority over any contractor's work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- 6.6 Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work.
- 6.7 Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction or surety bonding requirements.

- 6.8 Engineer is not acting as a municipal advisor as defined by the Dodd-Frank Act. Engineer shall not provide advice or have any responsibility for municipal financial products or securities.
- 6.9 Engineer shall not be responsible for the acts of omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.
- 6.10 Shop drawing and submittal review by Engineer shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the contract documents. Owner further agrees that the Engineer's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. Engineer's consideration of a component does not constitute acceptance of the assembled item.
- 6.11 Engineer's site observation shall be at the times agreed upon in Exhibit B. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner to address.

7. **INSURANCE**

7.1 For the duration of the Project, the Engineer shall procure and maintain the following insurance coverage and Certificates of Insurance will be provided the Owner upon written request. The insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(1)	Worker's Compensation	Statutory Limits
(2)	General Liability	
	Per Claim/Aggregate	\$1,000,000/\$2,000,000
(3)	Automobile Liability	
	Combined Single Limit	\$1,000,000

(4)	Excess Umbrella Liability	
	Per Claim/ Aggregate	\$5,000,000/\$5,000,000
(5)	Professional Liability	
	Per Claim and Aggregate	\$5,000,000/\$5,000,000

7.2 Notwithstanding any other provisions of this Agreement, and to the fullest extent permitted by law, the total liability, of the Engineer and their officers, directors, employees, agents, or consultants to anyone claiming by, through or under Owner for any claims, losses, costs, or damages arising out of, resulting from, of in any way related to the Project or the Agreement for any claim or cause of action, including but not limited to the negligence, professional errors or omissions strict liability, breach of contract, indemnity, subrogation or warranty (express or implied), hereafter referred to as the "Claims", shall not exceed the total remaining insurance proceeds available under the terms and conditions of Engineer's responding insurance policy.

8. INDEMNIFICATION AND MUTUAL WAIVER

8.1 To the fullest extent permitted by law, Engineer shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages arising out of or relating to the Project, provided that such claims, costs, losses, or damages are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by the Engineer's negligent acts or omissions.

8.2 Owner shall indemnify and hold harmless the Engineer and its officers, directors, employees, agents and consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such claims, costs, losses, or damages are attributable to bodily injury, sickness, disease, or death of, or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by the negligent acts or omissions of Owner or its officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner with respect to this Agreement and/or to the Project.

8.3 To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, exemplary, or consequential damages arising out of, resulting from, or in any way related to the Project or Engineer's services.

- 8.4 In the event claims, losses, damages or expenses are caused by the joint or concurrent fault of the Engineer and Owner, they shall be borne by each party in proportion to their respective fault, as determined by a mediator or court of competent jurisdiction.
- 8.5 The Owner acknowledges that the Engineer is a business corporation and not a professional service corporation, and further acknowledges, accepts, and agrees that the Engineer's officers, directors, and employees shall not be subject to any personal liability for services provided under this Agreement.

9. **TERMINATION**

- 9.1 This Agreement may be terminated, in whole or in part, by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Owner may terminate this Agreement, in whole or in part, for its convenience. However, no such termination will be effective unless the terminating party gives the other party (1) not less than ten (10) business day's written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party to resolve the dispute before termination.
- 9.2 If this Agreement is terminated by either party, the Engineer shall be paid for services performed to the effective date of termination, including reimbursable expenses. In the event of termination, the Owner will receive reproducible copies of Drawings, Specifications and other documents completed by the Engineer up to the date of termination.

10. **USE OF DOCUMENTS**

- 10.1 All documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by Engineer to Owner pursuant to this Agreement) are instruments of service in respect to this Project, and the Engineer shall retain an ownership and property interest therein (including the copyright and right of reuse at the discretion of the Engineer) regardless of the Project's completion. Owner shall not rely in any way on any document unless it is in printed form, signed or sealed by the Engineer or one of its consultants.
- 10.2 Either party to this Agreement may rely that data or information set forth on paper (also known as hard copy) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Information in electronic format or text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience and not for reliance by the receiving party. The use of such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies will govern.

- 10.3 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests and/or procedures within 60 calendar days of receipt, after which the receiving party shall be deemed to have accepted the transferred data thus. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- 10.4 When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such information resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the creator.
- 10.5 The Engineer's document retention policy will be followed upon Project closeout. Executed copies of agreements, work orders, letters of understanding or proposals; design or other documents created by the Engineer or received from the Owner or a third party; plan review submittals from a third party and the Engineer's review of those submittals; and studies or reports prepared by the Engineer will be kept for a period of 14 years after Project closeout.

11. SUCCESSORS, ASSIGNS AND BENEFICIARIES

- 11.1 Owner and Engineer are hereby bound, as are their respective successors, employees and representatives to the other party to this Agreement with respect to all covenants, terms, promises, and obligations contained herein.
- 11.2 Neither the Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is required by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
- 11.3 Unless expressly provided otherwise in this Agreement, nothing contained shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplies, or other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

12. DISPUTE RESOLUTION

- 12.1 Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 calendar days from the date of notice prior to invoking the procedures of paragraph 12.2 or other provisions of the Agreement, or exercising their rights under law.
- 12.2 If the parties fail to resolve a dispute through negotiation under paragraph 12.1, Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 calendar days of notice if the Dispute unless the parties mutually agree to a longer period. If such mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court of competent jurisdiction.

13. MISCELLANEOUS PROVISIONS

- 13.1 This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- 13.2 Any notice required under this Agreement will be in writing, addressed to the designated party at its address in the signature page and served personally, by facsimile, by registered or certified mail (postage prepaid), or by a commercial courier service. All notices shall be effective upon the date of receipt.
- 13.3 All express representations, waivers, indemnifications, and limitations of liability in this Agreement will survive its completion and/or termination.
- 13.4 Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.
- 13.5 A party’s non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- 13.6 To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended.

13.7 This Agreement constitutes the entire agreement between Owner and Engineer and supersedes all prior or oral understandings. This Agreement may be amended only by a mutually agreed and executed written instrument.

13.8 With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Engineer:
Baxter & Woodman, Inc.

Owner:
Village of Hoffman Estates

By: 

By: _____

Title: Vice President

Title: Mayor

Date Signed: April 19, 2018

Date Signed: _____

Address for giving notices:
8678 Ridgefield Road
Crystal Lake, IL 60012

Address for giving notices:
2305 Pembroke Avenue
Hoffman Estates, IL 60169

Designated Representative:
Sean O'Dell, P.E.

Designated Representative:
Haileng Xiao

Phone Number: 815-444-4438
Email Address:
sodell@baxterwoodman.com

Phone Number: 847-781-2703
Email Address:
haileng.xiao@hoffmanestates.org

VILLAGE OF HOFFMAN ESTATES, ILLINOIS
GOLF ROAD LIFT STATION REPLACEMENT

EXHIBIT A

PROJECT DESCRIPTION

The Project consists of the replacement of the existing steel can style lift station located at the southeast corner of Golf Road and Woodcreek Lane. The Project will include temporary bypass pumping while the work is performed, excavation, backfill, demolition of the existing lift station and wet well, erection of new wet well manhole, erection of a new cast-in-place lift station with a concrete wet well and adjoined valve vault, new submersible pumps, new piping and valves, integration of the new equipment to the existing electrical service and existing emergency power generation equipment, new asphalt access driveway, and site restoration.

Engineering services are broken down into two parts:

- Part 1 - Includes preparation of updated easement and property documents, contract documents, drawings, specifications, permit submittals, and assistance during bidding.

- Part 2 - Includes General Construction Administration and part-time observation services.

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VILLAGE OF HOFFMAN ESTATES, ILLINOIS
GOLF ROAD LIFT STATION REPLACEMENT

EXHIBIT B

SCOPE OF SERVICES

DESIGN

1. PROJECT MEETINGS – Conduct three (3) meetings with staff to clarify staff preferences, design questions, and/or constructability. We anticipate a Kickoff Meeting and meetings at 30% and 90% of design completion.
2. EXISTING CONDITIONS/IN-HOUSE REVIEW – Review existing drawings, plans, atlases, plats, and previous reports.
3. PROPERTY / EASEMENT WORK
 - A. Research property records, plats of survey, right-of-way takings, and easement documentation.
 - B. Prepare a Plat of Survey for Village records, and for use in locating/staking Village property at the site.
4. TOPOGRAPHIC SURVEY – Perform a topographic survey of the project limits of natural and manmade features to develop preliminary drawings for the Project. Perform topographic survey within the project limits of a site approximately 150 feet by 150 feet, which will include adjacent property and the south half of Golf Road.
5. SITE VISITS – Conduct two (2) site visits by designer(s) of the lift station to clarify discrepancies on the drawings, determine construction site limits for the Contractors operations and permanent structures; and investigate construction methods.
6. PRELIMINARY DRAWINGS – Develop CAD drawings from available atlases, GIS, record drawings, County data, and the topographic survey.
7. UTILITIES
 - A. Conduct a Design Stage Request with JULIE, which consists of obtaining contact person names and telephone numbers of utilities located within the excavation areas.
 - B. Contact utilities, obtain atlases where available, and provide preliminary drawings to utility companies for their markup and return.

8. DRAWINGS

- A. Provide detailed CAD drawings of lift station site improvements including structures; electrical work and panels; engine generator; force main, valve, and piping connections; abandonment of the existing “steel can”; and construction requirements.
- B. Indicate location of utilities from best available records.
- C. Investigate bypass pumping alternatives such as other lift/pumping stations or temporary, contractor provided pumps, generators, hoses/pipes, and operation and maintenance.
- D. Create legends, general notes, and instructions to contractors, to create a final set of construction drawings.
- E. The Drawings will show the general scope, extent, and character of construction work to be furnished and performed by the Contractor selected by the Village.

9. SPECIFICATIONS

- A. Prepare for review and approval by the Village and its legal counsel Construction Contract Documents consisting of Advertisement for Bids, Bidder Instructions, Bid Form, Agreement, Performance and Payment Bonds, General Conditions, and Supplementary Conditions based upon documents prepared by the Engineers Joint Contract Document Committee (EJCDC).
- B. Include IEPA Loan funding Front End documents, along with the technical specifications.
- C. Investigate the cost and advantages of lining/coating the new wet well to prevent corrosion of the concrete.

10. PEER AND CONSTRUCTABILITY REVIEWS

- A. Conduct QA/QC peer reviews of drawings and specifications.
- B. Have Concentric Integration review and determine SCADA needs for the new lift station and the Village’s SCADA system.
 - o Include cabinets, conduits, and other hardware for integration of SCADA as a separate project and contract with Concentric Integration.
- C. Utilize Construction Department personnel to provide a review of drawings and specifications.
- D. Revise drawings and/or specifications based on comments from both engineering and construction departments, and from Concentric Integration.

11. ENGINEER’S OPINION OF PROBABLE COST – Prepare a final opinion of the probable total project cost including construction cost, contingencies, and construction engineering services; and, based on information furnished by the Village, allowances

for legal services, financial consultants, and any administrative services or other costs necessary for completion of the Project.

12. PROJECT MANAGEMENT

- A. Plan, schedule, and control activities to complete the Project. These activities include, but are not limited to, budgeting, scheduling, and monitoring the scope of services.
- B. Confer with Village staff and project team to ensure goals of the Project are achieved.

PERMITS

13. IEPA/DWPC - Submit the design documents to the agency for a permit to construct, own, and operate the Project.

- A. Submit necessary documentation to Illinois Historical Preservation Agency (IHPA) to obtain a “No significant historical resources” statement for the area of the Project. Include statement from IHPA in submittal to IEPA/DWPC to expedite the permitting process.

14. IDOT

- A. Contact and meet with Illinois Department of Transportation to review proposed work and determine which IDOT permits are required for the Project.
- B. Submit for permit(s).

15. MWRDGC – Submit the design documents to the agency for a permit to construct the PROJECT.

PROJECT BIDDING

16. ASSISTANCE TO BIDDERS

- A. Set bid date with the Village, prepare an Advertisement for Bids (AFB), provide AFB to Village for publication, and send advertisement to prospective bidders.
- B. Answer bidder’s questions during bid period.

17. ADDENDUMS – Issue necessary addenda to all plan holders as necessary.

18. ATTEND BID OPENING – Attend bid opening with Village personnel and assist in reviewing and checking bid package submittals as required.

19. TABULATE BIDS & ISSUE LETTER OF RECOMMENDATION

- A. Tabulate bids received and review bid submittals to verify low bid is responsive and responsible.
- B. Issue a Letter of Recommendation to Award the construction contract to the Village for their action.

IEPA FUNDING

20. LOAN ASSISTANCE – Baxter & Woodman will assist the Village in preparation of an application and supporting documentation for a low-interest loan through the WPCLP that is administered by IEPA. The Village and Baxter & Woodman will share in the responsibility for preparing the loan application. As part of the application (Parts A, B, and C):

- A. The Village will prepare and assemble the financial documentation that is required in Part A to demonstrate that the Village can pay back the loan. The Village will also provide some of the information that is only accessible by the Village or that can be accessed more easily by the Village. The main financial documents are:
 - 1) Certified ordinance (bond ordinance) authorizing debt to be incurred
 - 2) Village attorney’s legal opinion regarding the proposed loan agreement
 - 3) Detailed Operation, Maintenance, and Replacement (OM&R) budget
 - 4) Dedicated source of revenue
 - 5) Water Use and Water Rate ordinance
 - 6) Most recent Financial and Compliance Audit
 - 7) Information on the bond issue or other funds, if any, to repay the loan
 - 8) Tax Exempt Certificate and Agreement
 - 9) The Village will coordinate with the newspaper to advertise and obtain certified copies of advertisements for:
 - a. IEPA’s Notice of Intent to Issue a Categorical Exclusion or Preliminary Environmental Impacts Determination
 - b. Ordinance Authorizing the Village to borrow funds from the WPCLP
 - c. Water Use and Water Rate Ordinance
- B. Baxter & Woodman will prepare the following:
 - 1) Part A – Administrative items:
 - a. Loan application for financial assistance form for approval by the Village’s authorized representative.
 - b. Resolution authorizing a representative to sign the loan documents, for passage by the Village Council.

- c. "Loan Program Certification Forms" for approval by the Village's authorized representative.
 - d. Debarment certification form for execution by the Village's authorized representative.
 - e. Certification of property, rights-of-way, easements, and permits for execution by the Village Attorney and the Village's authorized representative.
 - f. Resolution of Intent to comply with the National Flood Insurance Act for passage by the Village Council.
 - g. Financial information checklist form for execution by the Village's authorized representative.
 - h. Federal Reporting Requirements form
- 2) Part B – Engineering items
- a. Loan Applicant's Certification of Plans/Specification Compliance with WPCLP Rules form.
 - b. Summary of the participation of Disadvantage Business Enterprises (DBEs), if any, during design.
 - c. Cost estimate in bid format.
 - d. List of spare parts, warranties, and loan ineligible items, if any.
 - e. Loan Applicant's Certification of Engineering or Professional Services Contract Compliance with the IEPA SRF Loan Program Requirements Form.
 - f. Engineer's Certification Regarding Debarment, Suspension, and Other Responsibility Matters.
 - g. Other engineering documentation required by IEPA.
- 3) Part C – Bidding documentation.
- a. Submittal of bid tabulation.
 - b. Low bidder's bid form.
 - c. Other bidding documentation to IEPA as required to obtain a loan offer.

IEPA LOAN REQUIREMENTS

- a. Books, records, documents and other evidence directly pertinent to performance of WPCLP loan work under this agreement shall be maintained in accordance with generally accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.

- b. Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
- c. All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
- d. The final audit report shall include the written comments, if any, of the audited parties.
- e. Records shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the loan Rules Section 662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

The professional services contractor (engineer) warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

The engineer shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The engineer shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the engineer to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

The engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction, and services in accordance with the PWS Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, the engineer acknowledges that the fair share percentages are 5% for MBEs & 12% for WBEs.

The loan assistance services will be complete when the Village receives either a formal loan offer from IEPA or a notice from IEPA that it rejects the Village's application and will not offer a loan.

PROJECT SCHEDULE – The Engineer shall complete the Design Engineering Items 1 through 20 for the Village within three hundred twenty-five (325) consecutive calendar days from the date the Village notifies the Engineer in writing to proceed with the Design Services portion of the Project. Design Services portion of the project includes time for anticipated IEPA Loan approval and anticipated permitting by IEPA, IDOT, and MWRD. Anticipated dates are as follows:

Notice of Authorization to Proceed	May 9, 2018
Kickoff Meeting	May 18, 2018
Survey	June 15, 2018
30% Design	August 17, 2018
90% Design	October 26, 2018
IEPA and MWRD Approval	February 2019
Bid Opening	March 2019

CONSTRUCTION

21. Act as the Owner’s representative with duties, responsibilities and limitations of authority as assigned in the construction contract documents.

22. PROJECT INITIATION

- A. Prepare Award Letter, Agreement, Contract Documents, Performance/Payment Bonds, and Notice to Proceed.
- B. Receive Contractor’s insurance documents.
- C. Prepare agenda and minutes for preconstruction conference, coordinate and conduct preconstruction conference, review the Contractor’s proposed construction schedule and list of subcontractors.

23. CONSTRUCTION ADMINISTRATION

- A. Attend up to five (5) monthly construction progress meetings.
- B. Shop drawing and submittal review by Engineer shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction

documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the contract documents. Owner further agrees that the Engineer's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs of precautions. Engineer's consideration of a component does not constitute acceptance of the assembled item.

- C. Review construction record drawings for completeness prior to submission to CADD.
- D. Prepare up to two (2) construction contract change orders when authorized by the Owner.
- E. Review up to four (4) Contractor's requests for payments as construction work progresses, and advise the Owner of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
- F. Assist the Owner with up to four (4) Loan Disbursement Requests at the time of the Contractor's submission of requests for payments as construction work progresses.
- G. Research and prepare written response by Engineer to request for information from the Owner and Contractor.
- H. Project manager or other office staff visit site as needed.

24. FIELD OBSERVATION – PART TIME

- A. Engineer will provide a Resident Project Representative at the construction site on a periodic part-time basis from the Engineer' office of not more than eight (8) hours per regular weekday, not including legal holidays (varying between 6 and 40 hours per week, for up to 460 hours) as deemed necessary by the Engineer, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion.
- B. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If the Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner to address. Engineer shall not supervise, direct, control, or have charge or authority over any contractor's work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and

failure to carry out the work. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.

- C. Part-Time Field Observation provides that the Resident Project Representative will make intermittent site visits to observe the progress and quality of Contractor's executed Work. Part-Time Field Observation does not guarantee the Engineer will observe or comment on work completed by the contractor at times the Resident Project Representative is not present on site. Such visits and observations by the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any.
- D. Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work.
- E. Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work.

25. COMPLETION OF PROJECT

- A. Provide construction inspection services when notified by the Contractor that the Project is substantially complete. Prepare a written deficiency list during substantial completion inspection.
- B. Review the Contractor's written guarantees and issue a Certificate of Substantial Completion for the Project by the Owner.
- C. Provide construction inspection services when notified by the Contractor that the Project is complete. Prepare a written deficiency list during substantial completion inspection.
- D. Review the Contractor's written guarantees and issue a Certificate of Completion for the Project by the Owner.
- E. Review the Contractor's requests for final payment, and advise the Owner of the amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
- F. Assist the Owner with the final Loan Disbursement Request upon the Contractor's completion of the construction work, and close of the Project.

- G. Review Contractor's construction record drawings which show field installed dimensions of the completed work which the Engineers consider significant, prepare CAD generated drawings from the Contractor's furnished data, and provide the Owner with flash drive electronic copy within thirty (30) days of the Project completion.

PROJECT SCHEDULE – The Engineer shall complete the Construction Engineering Items 21 through 25 for the Village within two hundred thirty-five (235) consecutive calendar days from the date the Village notifies the Engineer in writing to proceed with the Construction Services portion of the Project. Anticipated construction dates are as follows:

Bid Opening	March 2019
Notice of Award	April 1, 2019
Notice to Proceed	April 22, 2019
Start Construction	May 6, 2019
Substantial Completion	October 25, 2019
Completion	November 22, 2019

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**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request approval of the locations for the 2018 Drainage Improvement Project and discussion of the Village Drainage Policy

MEETING DATE: April 23, 2018

COMMITTEE: Public Works & Utilities

FROM: Alan Wenderski

PURPOSE: Request approval of the locations for the 2018 Drainage Improvement Project and discussion of the Village Drainage Policy.

BACKGROUND: In 1992, the Village first adopted a Drainage Policy and implemented the first annual drainage improvement project to correct drainage problems in the right-of-way and on private property, when warranted, that affect the right-of-way. Past projects have typically corrected right-of-way drainage issues, such as icing conditions on the sidewalk or in the street. The drainage policy provides criteria to discern between Village and private drainage concerns. Historically, annual drainage projects typically have addressed two to four locations with a budget of \$25,000-\$60,000.

DISCUSSION: *Drainage Policy*
The attached Drainage Policy was last revised in April 2016 and approved by the Village Board in June 2016.

The policy provides guidelines and a framework for discussions with residents during drainage investigations and general inquiries. This policy distinguishes between projects that qualify for public funding versus those that are the responsibility of the private property owner. The policy results in most private property drainage issues remaining the responsibility of the property owner. Most of these issues can be resolved with regular maintenance of the drainage paths. Also, many of the private drainage problems are inadvertently caused by property owner improvements and changes in natural conditions over time (i.e. landscaping, sheds, raised gardens, mature trees etc.) which negatively affect drainage patterns.

Issues related to winter icing from sump pumps continue to be reviewed with respect to the drainage policy. It should also be noted

DISCUSSION: (Continued)

that even with good drainage conditions, freeze-thaw cycles can produce ice dams that further aggravate icing conditions. Resident concerns include sidewalk icing that is difficult to remove. Staff recommends continuing to evaluate these locations on a case-by-case basis over time to prioritize depending on the extent of the standing water problem, the severity of icing conditions, and available funds.

The attached Drainage Policy (Revised April 2016) was reviewed by the Stormwater Management Committee on April 3, 2018 and no changes were recommended.

Future Drainage Improvement Locations

A current list of drainage improvement locations identified by Village staff is attached. The attached list is prioritized based on the criteria of the current policy. As new qualified drainage problems are identified they are added to the list, prioritized, and included in the annual drainage project as funding allows. Based on typical budget amounts for the annual Drainage Improvements Project, the current backlog of locations may be completed within the next few years. Usually every year new locations are identified and added to the list.

All of these locations have previously been confirmed by the Transportation and Engineering Division or the Public Works Department as problem areas that meet the criteria listed in the drainage policy set by the Village. The Stormwater Management Committee reviewed the Drainage Project Locations and recommended the inclusion of project locations 4, 5, 6, 7, 8, 9, and 12 (highlighted in yellow on the attached list) for the 2018 Drainage Improvement Project. Final design work would be completed by Village staff this spring or summer and work would commence in fall following Village Board approval of a construction contract. These locations were determined to be the highest priorities within the available budget.

Large scale improvements to address Location 3 were included in a call for projects for MWRD's Phase II Stormwater Management Program submitted in late February 2018. We have not yet received word if this project has received funding from MWRD. Staff recommends that improvements at this location be deferred pending confirmation or denial of MWRD funding assistance. The costs shown on the attached list do not represent the full scale of improvements included in the MWRD funding assistance submittal but would complement the larger scale project.

Locations 1 and 2 are included as separate line items and stand-alone projects in the CIP and as part of the approved 2018 budget. Since the scope of work for all the proposed drainage locations (1, 2, 4, 5, 6, 7, 8, 9, and 12) is similar, it is recommend that locations 1 and 2 also be included within the scope of the 2018 Drainage Improvement Project construction bid. Cost savings can be realized by combining all locations into one project, saving staff time of contract administrations and adding economies of scale to the construction scope.

The current budgeted amount for Drainage Improvements is \$60,000 (excluding locations 1 and 2 which are budgeted separately), while the preliminary cost estimates for locations 4, 5, 6, 7, 8, 9, and 12 total \$48,000. Including any of the remaining locations would bring the estimated costs over budget. Also, some contingency is preferred at this time since the current cost estimates are conceptual and actual costs may increase during final design.

FINANCIAL IMPACT:

The preliminary cost estimate for locations 4, 5, 6, 7, 8, 9, and 12 total \$48,000. The proposed project locations are estimated to be completed within the \$60,000 budgeted in the Stormwater Management Fund for Drainage Improvements.

Locations 1 and 2 are separately budgeted for \$100,000 in the Stormwater Management Fund as separate line items. It is proposed that locations 1 and 2 would be included in the 2018 Drainage Improvement Project bid to achieve efficiency of contract administration and economies of scale of construction costs.

RECOMMENDATION:

Request approval of seven locations for the 2018 Drainage Improvement Project.

Attachments

**Village of Hoffman Estates
Drainage Policy
Revised April 2016**

The Village originally adopted the Annual Drainage Improvement Project to correct drainage problems in the right-of-way (ROW) or locations on private property that meet the strict criteria listed below. The priority for projects that meet the criteria shall be as follow:

1. Specific drainage issue that causes property damage
2. Number of properties affected
3. Severity of icing/standing water

It is noted that standing water is not considered a problem unless it exists for longer than a 24-hour period after a rain event.

The drainage criteria for inclusion in the annual Drainage Improvement Project are:

1. Drainage problems caused by deficiencies in the public right-of-way drainage systems.
2. Drainage/icing problems within the right-of-way that are caused by excessive offsite run-off.
3. Drainage problems within the right-of-way that cannot be resolved with minor grading between the sidewalk and curb due to "back-pitched" conditions. Parkway heaving is common and can usually be addressed by minor regrading which is considered routine maintenance. If it is determined that there is the ability to grade between the sidewalk and the street to resolve the problem then the adjacent property owner is responsible.
4. Drainage problems that result from inherent design problems that were not fully resolved by the developer before final acceptance of a new development. The issues shall be identified within 5 years of subdivision acceptance and cannot be the result of changes to the property by the homeowner.

Maintenance responsibilities for the special circumstances in Parcel A (South of Golf, North of Higgins, East of Roselle) are described below:

1. Roadside swales in Parcel A will be maintained as part of the public drainage system. Any shoreline stabilization on private property such as along the creek in Parcel A is the responsibility of the adjacent property owner. Technical advice is available from the Village to assist the residents with stabilization methods.
2. There shall be no filling of any roadside swales in Parcel A. The Parcel A roadside swales hold considerable water during heavy rain events and compensate for the lack of detention in this subdivision. Filling in the roadside swales could cause flooding in this subdivision.
3. All routine maintenance of the driveway culverts in Parcel A is the responsibility of the homeowner and includes repairs, patching, cleaning and replacement. Since Parcel A is unique within the Village with driveway culverts, the Village provides a new driveway culvert pipe when the old pipe is replaced by the resident or their contractor. If driveway culvert replacement is necessary as part of a roadside ditch improvement project, then the Village will replace the culvert.

Drainage problems are typically identified through drainage investigations by the Transportation and Engineering Division when brought to our attention by residents. The Transportation and Engineering Division will provide technical guidance in solving private property drainage issues. In general, solutions to these drainage problems usually involve regrading and/or installation of storm sewers or pipe underdrains. It is noted that all private or backyard storm sewers or drain tiles must connect to a Village storm sewer. Private backyard drains must not discharge at the sidewalk, curb, or near the property line. If a Village storm sewer is not available, only systems deemed to not cause public nuisance will be approved by permit from the Village Engineer

The Drainage Improvement Policy will continue to be reviewed annually and updated as necessary.

Drainage Project Locations

Mar-18

PRIORITY	LOCATION	INITIAL DATE	DESCRIPTION	SOLUTION	COST	STATUS
1	480 Northview	N/A	Critical overland flow path in sideyard is very close to elevation of adjacent homes. Swale requires regrading to keep street ponding levels to appropriate levels.	Regrade sideyard sale and install retaining wall within easement to keep sideyard slopes at acceptable levels.	\$60,000	Included in CIP for 2018
2	4135/4137 Crimson Drive	2000/2014	Overland flow path requires regrading to reduce street ponding levels.	Remove and replace sidewalk in overland flow path to park and regrade to reduce high point and lower ponding elevations in street. Correct minor grading problems with sidewalk in ROW and add redundant inlets in low spot of street.	\$40,000	Included in CIP for 2018
3	3635 Winston Drive	2014	Intersection of Winston Drive and Firestone Drive is a low area without a sufficient overland flow. Side yard of 3635 and 3655 originally intended to be overflow route but garage of 3635 is at a lower elevation.	Establishment of overland flow channel in side yard of 3635 and 3655 Winston will cause a significant impact to both properties. Installation of additional redundant inlets in street to allow for maximum use of pipe and protect against debris blockage.	\$25,000	Applied for MWRD funding assistance in 2018 for larger scale improvements
4	5574/5584 Red Oak Drive	2011	Offsite flow from large wooded area drains thru back yards	Install perforated pipe from inlet at the corner to the problem area.	\$8,500	Recommended for 2018 Drainage Project
5	1623 Acorn Drive	2011	Offsite flow from large wooded area drains thru back yards	Install a high velocity swale through the back yard.	\$8,000	Recommended for 2018 Drainage Project
6	1775 Ida Road	2012	Back-pitched and settled parkway does not drain	Replace sidewalk and regrade parkway.	\$5,000	Recommended for 2018 Drainage Project
7	1376 Fox Path	2014	Offsite flow from multiple lots drains thru back yards and close to house	Install perforated pipe to inlet.	\$7,500	Recommended for 2018 Drainage Project
8	1426 Fox Path	2015	Offsite flow from large wooded area drains thru back yards and close to house	Install perforated pipe to inlet.	\$7,500	Recommended for 2018 Drainage Project
9	800 Norman Drive	2017	Drainage onto sidewalk (Winston Dr side yard) from multiple lot flow and 3520 Winston Dr sump pump with low slope along sidewalk and parkway. Area prone to winter icing.	Install perforated pipe in parkway adjacent to sidewalk and connect to storm sewer at Norman/Winston. Replace sidewalk to slope consistently from north to south.	\$8,000	Recommended for 2018 Drainage Project
10	Evergreen Lake	2013	Siltation from inflow pipe to pond.	Add storm sewer and manhole.	\$30,000	
11	Estates of Deer Crossing	2014	Overland flow ditch needs routine maintenance to function properly.	Remove existing field pipe and regrade ditch.	\$15,000	
12	4245/4235 Dixon Drive	2017	Offsite flow from backyard neighbors and the sump pump discharges of 4245 and 4235 Dixon Drive causing icing conditions on sidewalk and 4245 Dixon apron.	Connect sump pump discharges (already in the ROW) to storm inlet in front of 4235 Dixon Drive.	\$3,500	Recommended for 2018 Drainage Project
13	200 Carthage Lane	2016	Sidewalk lower than street across most of lot. Garage is taking on water in heavy rains, run-off from ROW contributing. Major drainage problem with lot, see file.	Replace dipped sidewalk, new apron, grade parkway to create slope from sidewalk to street. Provide new storm sewer for sump pump discharge connection. Lot will still have backpitched condition from sidewalk to house.	\$30,000	Minor curb & gutter and apron improvements completed in 2017. Remainder of improvements to be completed with future street reconstruction
TOTAL LIST COST					\$248,000	
TOTAL UNCOMPLETED PER 2018 RECOMMENDATIONS					\$100,000	

Green Locations included in 2018 Budget
 Yellow Proposed locations for 2018 Drainage Improvement Project

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request authorization to waive bidding and purchase three (3) replacement trucks through Suburban Purchasing Cooperative Contract from Currie Motors, Frankfort, IL, in an amount not to exceed \$106,112.

MEETING DATE: April 23, 2018

COMMITTEE: Public Works & Utilities

FROM: Joseph Nebel, Director of Public Works
Kelly Kerr, Assistant Director of Public Works
Bob Markko, Fleet Services Supervisor



PURPOSE: Request authorization to waive bidding and acquire budget allocated replacement vehicles for Public Works, Units #33, #97 and #48, through the Suburban Purchasing Cooperative Contract.

BACKGROUND: Included within the 2018 budget is \$123,910 to cover the cost of three (3) new/replacement vehicles. \$38,390 is allocated (line account #38000025-4603) to replace current Unit #33, a twelve year old pick-up truck equipped for snow plowing as well as the same amount to replace current Unit #97, a second twelve year old pick-up truck equipped for snow plowing. \$47,130 is allocated (line account #38000025-4603) for replacement of current Unit #48, a sixteen year old one ton dump truck equipped for pothole patching.

DISCUSSION: The current Suburban Purchasing Cooperative Contract Award for light duty trucks, fiscal year 2018, contains an award of 2018 Ford F-250 pick-up trucks (Unit 33 & 97) and Ford F-550 Chassis Cab trucks (Unit 48), to Suburban Purchasing Cooperative award dealer, Currie Motors, Frankfort, IL.

FINANCIAL IMPACT: \$123,910 is budgeted for the replacement of these (3) vehicles. The cost for the vehicles purchased via the SPCCA is \$106,112 is (Unit 33 \$34,345, Unit 97 \$38,286 and Unit 48 \$33,481) yielding a surplus of \$17,798. The surplus will be used to outfit the chassis cab with a dump body (\$13,477) and all three trucks with additional equipment such as light bars and toolboxes (\$4,321).

RECOMMENDATION: Request authorization to waive bidding and purchase three (3) replacement trucks through Suburban Purchasing Cooperative Contract from Currie Motors, Frankfort, IL, in an amount not to exceed \$106,112.

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request authorization to request proposals from National Association of Energy Service Companies (NAESCO) certified firms for the development of an Energy Performance Contract consisting of comprehensive energy and water management related services.

MEETING DATE: April 23, 2018

COMMITTEE: Public Works & Utilities

FROM: Joseph Nebel, Director of Public Works
Aaron Howe, Public Works Management Analyst

PURPOSE: To provide an introduction to performance contracting for energy and water management projects, and to begin discussion of potential project scope.

BACKGROUND: Energy performance contracting is an arrangement for designing, installing, and financing energy improvement projects where the annual savings achieved by the project are guaranteed to finance the cost of the project over the term of the agreement. At the conclusion of the agreement, all future savings would be realized by the Village.

With energy performance contracting, the Village may enter into a contract with a successful firm certified with the National Association of Energy Service Companies (NAESCO) that has provided evidence of financial stability and the capabilities/experience to conduct all phases of proposed energy and water management related services, projects, and programs. Proposed projects would be based on a review of internal data and documentation, Village need, and a completed investment-grade energy audit conducted following the selection of a qualified firm. This firm will then work collaboratively with the Village to design and construct approved projects on established timelines and contract agreements.

The Village and successful firm collaboratively monitor project performance and verify savings per contract terms. Guaranteed project savings are established following the completion of the investment-grade audit. If contractually arranged savings are not realized the firm will compensate the Village in an amount equal to the remainder of the savings guarantee not achieved. If savings in excess of those established are realized the Village will not be obligated to return this surplus to the contract firm.

BACKGROUND, continued

Using this method of financing large-scale projects allows the Village to complete improvements without incurring initial capital costs while making major upgrades to Village infrastructure and/or operating processes. By utilizing a savings guarantee the Village minimalizes the risk that savings do not recuperate the cost of the project.

DISCUSSION:

Performance contracting has a number of advantages over traditional contracting methods:

- Savings guarantee – the selected firm has an investment in the success of the project;
- Flexibility of design – the design and selected products may be modified during the course of the project to ensure the right fit for the Village;
- Project management – one company completes implementation and management;
- Follow-up and support – operation and maintenance training is included in all projects by design;
- Quality control – there is a single source for all issues related to the project;
- Energy audit – the Village can identify projects with the biggest benefit before any commitment to move forward;

Potential projects often completed by energy performance contracting include: large-scale water meter replacement and AMI installation; LED street light conversion; HVAC and facility upgrades; and lift station and SCADA improvements. The selected firm may present other projects with favorable returns for Village consideration as well, based upon energy audit results and a review of internal documents.

A number of neighboring communities have utilized performance contracting in recent years to accomplish large-scale projects, including: Village of Schaumburg (LED street light conversion, water/SCADA upgrades, facility improvements); Village of Palatine (water meter replacement); Village of Elmhurst (water meter replacement, leak detection device installation); Village of Oak Forest (water meter replacement, leak detection device installation); and the Village of Lake Zurich (AMI installation, water meter replacement), among others.

Projects that are most successfully completed via performance contracting include those in which the payback period is less than the life cycle of the equipment installed, retrofits and upgrades that reduce maintenance costs while allowing in-house staff to complete other projects, projects that modernize facilities without major capital investments, and projects with savings guarantees. As energy and water management projects, these improvements also have numerous environmental benefits including reduced energy usage, more accurate accounting of residential water usage, and a reduced dependence on obsolete or environmentally harmful materials.

Public Works staff have identified three potential projects that have the greatest perceived benefit to the Village:

- Partial to full water meter replacement to recover non-revenue water resulting from inaccurate meters;
- Installation of an Advanced Metering Infrastructure (AMI) fixed-based system to allow immediate Village-wide water meter reads on demand;
- Full street light replacement program to convert the system from traditional lighting fixtures to energy-efficient LEDs;

Additional projects may be proposed following the investment-grade audit that expand the scope of work and allow the Village to achieve even greater energy and operational efficiencies. The audit also provides an opportunity for staff to confirm the value of the above projects while securing savings guarantees.

Water Meter Replacement

The Illinois Department of Natural Resources (IDNR) is the body responsible for establishing the benchmark for permitted non-revenue water as a percentage of total water purchased by a municipality that receives Lake Michigan water. That percentage for 2018 is 12% and drops to 10% in 2019. The Village of Hoffman Estates' total non-revenue water was 12.15% of water purchased from December 2016 through November 2017. A small portion of that non-revenue water is used in Village-owned facilities (approximately less than 1% of total water purchased by the Village).

In an attempt to recover as much of the remaining non-revenue water as possible, the Village has conducted annual leak detection surveys since 2014. Initially, a number of significant leaks were detected and repaired, and non-revenue water decreased to reflect these improvements to the water distribution system. While the water distribution system requires continuous maintenance, Staff believes the Village has identified and repaired all significant sources of water loss due to leaks through the leak detection program.

Due to inaccurate metering, Staff has determined that water meters represent the greatest potential correctable producer of non-revenue water. Internal and external water meter bench testing results appear to support this theory. Water meters become inaccurate as they generate a greater number of lifetime registered gallons of flow, capturing a progressively lower percentage of water that flows through the meter. New water meters capture nearly all water flow.

The Village has approximately 14,670 residential water meters: by replacing a portion to all water meters the Village can reduce non-revenue water, recapturing revenue for water that is purchased regardless. Commercial water meters (912 meters) may also provide a source for additional revenue recovery. Data generated by the investment-grade audit will provide greater insight into the viability of this project.

AMI Installation

Installation of a fixed-base AMI system would allow the Village to conduct immediate Village-wide water meter reading, eliminating the need for drive-by radio reads, the current practice. This system would also allow final meter reads without the need for Village staff to visit the residence, and may provide feedback on MIUs and water meters that are no longer functioning. This project streamlines an existing operation and expands Village capabilities, modernizing this process.

LED Street Light Conversion

The Village currently has approximately 2,530 street lights. An estimated 2.5% of those lights are energy efficient LED fixtures. The remaining 97.5% of Village street lights are traditional fixtures including high-pressure sodium (HPS) and metal halide (MH) models in a variety of wattages. LED street lights offer a number of advantages over traditional lighting, per ComEd:

- Significant decrease in energy consumption for comparable level of lighting;

- Reduced maintenance costs due to longer product life cycle;
- No mercury, lead, or other known disposable hazardous materials;
- Decreased light trespass and pollution;
- Improved safety through enhanced visibility;

Grant funding may also be available to assist with this project; however, funding available through ComEd typically decreases each year for LED conversions. Completing this project sooner may result in greater grant funding opportunities and a faster return on the investment.

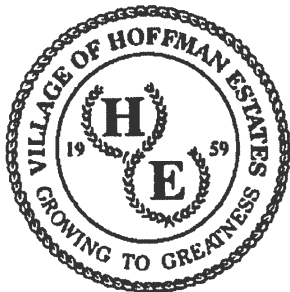
FINANCIAL IMPACT:

Distribution of this RFP, selection of a firm, and the subsequent investment-grade audit will have no financial impact on the Village. The Village reserves the right to accept or reject any or all proposals received as a result of this RFP.

Investment-grade audit results and project proposals will be used in preparation of supporting documents and project recommendations for review following selection of a qualified firm.

RECOMMENDATION:

Request authorization to request proposals from National Association of Energy Service Companies (NAESCO) certified firms for the development of an Energy Performance Contract consisting of comprehensive energy and water management related services.



VILLAGE OF HOFFMAN ESTATES

DEPARTMENT OF PUBLIC WORKS

March 2018 MONTHLY REPORT

SUBMITTED TO: Public Works Committee

April 2018


 Joseph Nebel
 Director of Public Works


 Kelly Kerr
 Assistant Director of Public Works

MAJOR PROJECT STATUS

2017 Valve Assessment Program

Project kick-off meeting was held on October 4, 2017 with M.E. Simpson for the assessment of 700 valves. Work started on October 23, 2017. Before the end of December 576 valves located in WDA & hospital areas were exercised including 566 valves mapped with GPS coordinates determined. The concurrent leak survey covered 566 valves and 616 hydrants with a report of 12 leaks. In addition the work helped to correct incorrect ab-built plans. Boxes/vaults of the completed valves have been pumped down by staff. **Project is to be closed pending final report and invoice.**

2017 Sanitary Sewer Rehabilitation

On March 6, 2017 the Village Board approved a contract for 2017 sanitary sewer rehabilitation with Visu-Sewer of Illinois, LLC. The first phase of the 2017 contracted work included installation of 13 manholes to replace existing lamp holes, rehabilitation of 6 leaking manholes, replacing failed and collapsed sewer sections through excavation and CIPP (Cured-in-Place Pipe) lining of approximately 19,000 feet of deteriorated sewer mains. A pre-construction meeting was held on April 7, 2017 and the construction started in the week of April 24. By November 30, 2017 the project, including added lining of the elliptical sewer at Northview Ln, is substantially completed. Details are listed as follows:

31,161 Feet of sanitary sewer mains have been cleaned and inspected as preparation for lining & rehabilitation work.

Installation of 13 standard manholes to replace lamp holes

Replacement & upgrade of 10 feet of 4" sanitary sewer into 6" sewer

Rehabilitation of ten (10) manholes

Rehabilitation of 28,798 feet of sanitary sewer main by CIPP lining.

Rehabilitation of 244 feet of elliptical sewer (25"x45") at Northview Ln by CIPP.

Work is all complete for replacement of 80 feet of failed & back pitched sanitary sewer at Harmon Blvd with necessary site restoration before street reconstruction.

Work is all complete for replacement of 90 feet of severely back pitched & collapsed sanitary sewer at Washington Blvd.

Separate from the above a part of the sanitary sewer rehabilitation for 2017 is assigned to contractor for street re-construction, Arrow Road Construction. The sewer rehabilitation completed under street re-construction includes:

Replaced five hundred (500) feet of deteriorated 8" sanitary sewer on Highland Blvd and Newport Rd.
 Installation of 2 standard manholes to replace lamp holes.

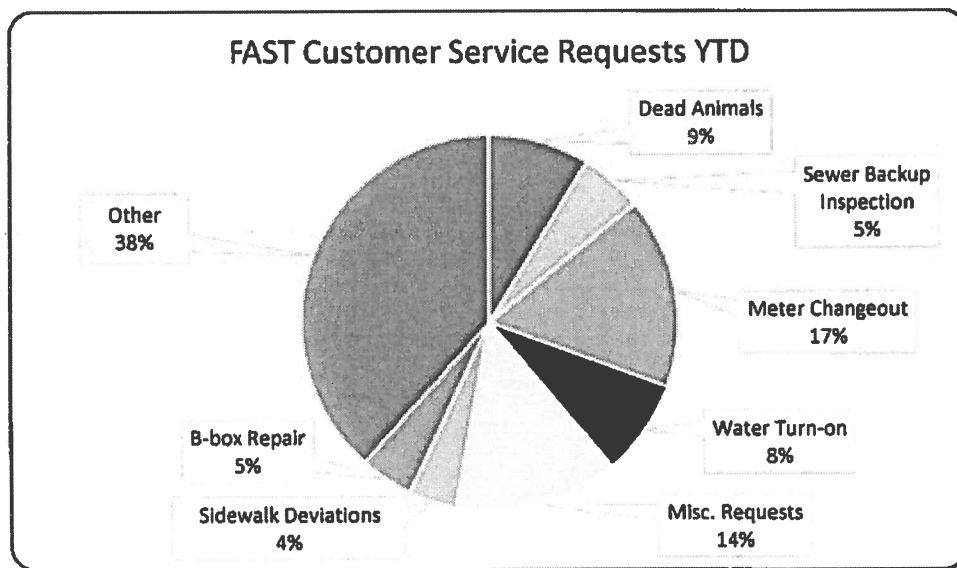
A list of deficiencies on manhole rehabilitation work has been send to the contractor for correction.

The project is to be closed pending correction of all deficiencies listed and the final invoices.

Customer Services

Fast Action Service Team (FAST):

Fast Action Service Team (FAST)												
Customer Service Requests												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
74	74	85										233



Customer Service Team:

1. Replaced six (6) compound water meters at various locations;
2. Installed 2" compound water meter at Congo River;
3. Completed forty (40) commercial water meter audits.

Customer Service Team												
Water Billing - Customer Service Appointments												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
64	45	72										181
Finance-generated Water Meter Readings												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
496	227	198										921

Delinquent Water Accounts												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
110	124	93										327
New Construction Inspections												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
6	5	8										19
Customer Service Requests - Gov Q&A/Meter Repairs												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
51	20	21										92
Siding Permit Inspections												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
4	6	0										10

Utility Locates Team:

1. Identified conflicts in the 2018 Road Reconstruction planning phase;
2. Continued providing locates for ComEd contractor repairs;
3. Provided located for Intren projects in southern Hoffman;
4. Provided initial assistance for Nicor service line replacement program.

Utility Locates Team												
JULIE Locates												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
257	116	338										711
Emergency JULIE Locates												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
23	7	9										39
Utility Joint Meets												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
6	3	2										11

Facilities

1. Installed ejector pump floats at Fire Station 23;
2. Replaced lower section of overhead door at Fire Station 22;
3. Installed new sink, faucet, and plumbing at Fire Station 21;
4. Completed electrical project on apparatus floor of Fire Station 22;
5. Continued PWC ceiling tile replacement project.

Facilities												
Preventative Maintenance Program - staff hours												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
97	94	110										302

Fleet Services

1. Fire Engine FE21 sent for pump shift repair;
2. New PW Unit 54 delivered and prepared to go into service.

Fleet Services												
Preventative Maintenance Program - Number of Repairs												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
27	31	18										76
Vehicles Sent for Warranty Repair												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
4	3	24										31

Forestry

1. Performed stump grinding and cleanup at various locations;
2. Completed preparations for contractor mowing bid opening and conducted site tours;
3. Attended chainsaw safety training at Arlington Power.

Forestry												
Customer Service Requests												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
19	10	27										56

Maintenance & Construction

Storm Sewer Team:

1. Flushed 1,881 feet of sanitary sewer on Higgins Road;
2. Continued creek flowline maintenance at various locations throughout the Village.

Storm Sewer Team												
Feet of Storm Sewer Flushed												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
4,519	0	1,371										5,890
Catch Basin Rebuilds												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
0	0	0										0

Construction/Maintenance Team:

- 1) Repaired sanitary sewer main at 1916/1918 Georgetown Lane;
- 2) Repaired water main leak at 8 Golf Center;
- 3) Abandoned water main and sanitary sewer services for Twin Brook School demolition project.

Construction/Maintenance Team												
B-box Repair/Replacement												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
0	0	1										1

Hydrant Repair/Replacement												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1	0	0										1

Valve Repair/Replacement												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
0	1	0										1

Water Main/Service Line Leak Repairs												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2	2	1										5

Traffic Operations

Pavement Maintenance Team:

1. Coordinated monthly tailgate and JSA training;
2. Continued in-house portion of the Pavement Marking Program;
3. Performed pavement saw cutting for inlet and water repairs;
4. Continued pot hole cold patching throughout Village, as needed.

Pavement Maintenance Team												
Tons of Hot Asphalt Installed												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
0.0	0.0	0.0										0.0

Tons of Cold Asphalt Installed												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
8.5	7.0	7.5										23.0

Sign Team:

1. Replaced nine (9) signs due to vandalism and wind damage;
2. Installed twelve (12) new signs at various locations per Engineering Department work order (Alcoa Lane);
3. Installed two (2) parking directional in Sears Centre Arena parking lot and one (1) handicap parking sign at Whittingham Lane;
4. Performed type II sign reposting at Chippendale Road dead-end.

Sign Team												
Repaired/Replaced Signs												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
11	13	9										33

Signs Fabricated and Installed												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
24	36	20										80

Street Light Team:

1. Recycled materials from replaced Police Department message board;
2. Repaired electrical ground fault on Lakewood ROW.

Street Light Team												
Customer Service Requests												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
7	9	5										21
Street Lights Repaired												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
51	23	10										84

Water Operations

Operations Team:

1. Installed new antenna at Thomas Lift Station;
2. Assisted with main line sanitary repair on Higgins Road at Manchester;
3. Assisted with flood control on Alhambra;
4. Initiated rehabilitation of Golf Lift Station floor.

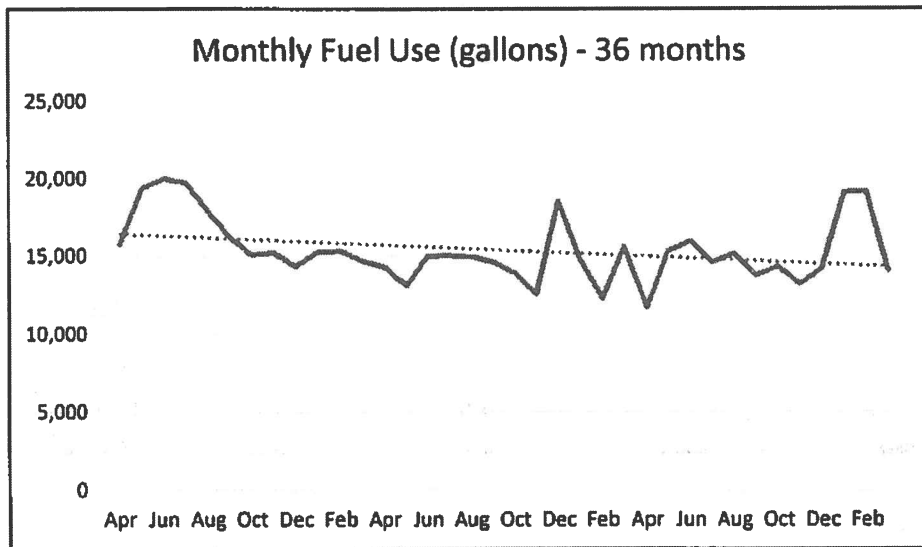
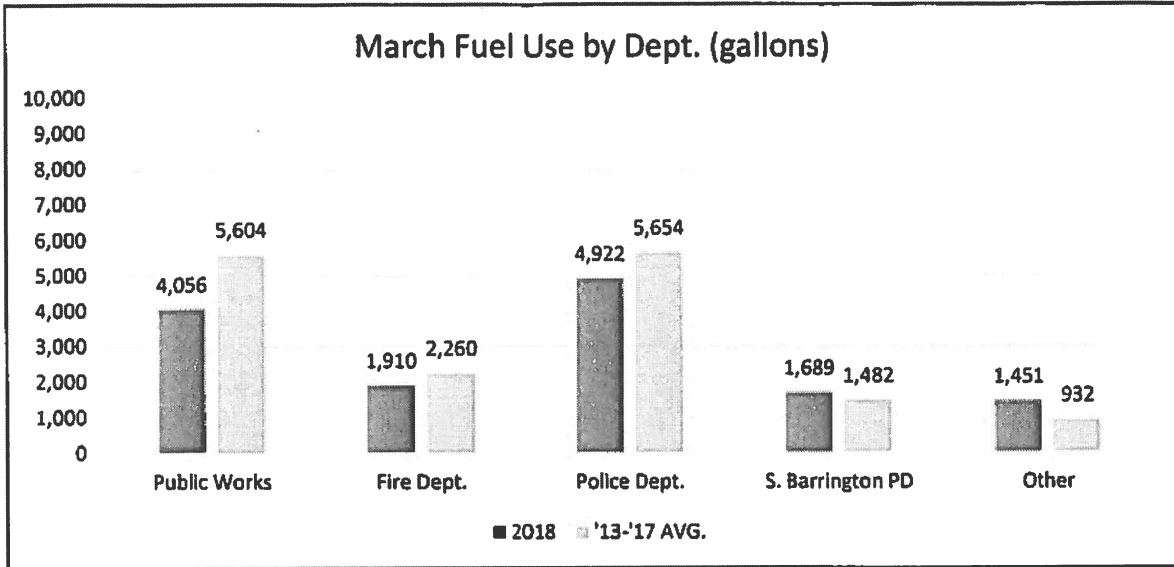
Operations Team												
Resident Water Quality Tests												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1	1	0										2

Sanitary Sewer Flow Management Team:

1. Assisted Engineering Department with sanitary sewer televising at various locations;
2. Performed CCTV inspections of sanitary main lines on Rt. 72 and Oakmont related to pipe failure at Manchester.

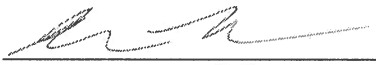
Sanitary Sewer Flow Management Team												
Sewer Lines Flushed (feet)												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
0	478	5,375										5,853
Sanitary Main Inspections (feet)												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
3,019	974	3,382										7,375

Fuel Use Report



**ENGINEERING REPORT OF THE
TRANSPORTATION AND ENGINEERING DIVISION
DEPARTMENT OF DEVELOPMENT SERVICES
APRIL MONTHLY REPORT**

Attached is the Monthly Engineering Report of the Transportation and Engineering Division in the Department of Development Services for the period ending April 20, 2018.



Alan Wenderski, P.E.
Village Engineer

MISCELLANEOUS

Summary of miscellaneous items:

- 36 permit inspections
- 15 residential drainage investigations
- 1 floodplain inquiry
- Assisted with 1 FOIA request
- Engineering plan review for:
 - 1180/1190 Apple Street – Concept
 - Aldi Building Expansion
 - Eagle Way Extension
 - 75/85 Golf Road
 - 2 E. Higgins Road
- Reviewed permits for:
 - 4 - Drainage
 - 3 – Addition/Garage
 - 1 – Retaining Wall
 - 2 – Parking Lot
 - 1 – Water/Sewer
- Plan/permit review related to residential development:
 - 10 – Permit Plats
 - 3 – Top of Foundations
 - 3 – Final Grading
 - 4 – Certificate of Occupancies

PROJECT STATUS

VILLAGE PROJECTS	
PROJECT NAME	DESCRIPTION
2017 Street Revitalization Project	Project complete. Minor punch list items to be completed in spring 2018. Village Project Manager: Marty Salerno
2018 Street Revitalization Project	Project bid opening occurred on April 2 nd . Low bidder was Plote Construction in amount of \$4,599,499. Contract awarded by Village Board on April 16 th . Staff currently scheduling preconstruction meeting. Construction expected to begin in early May. Village Project Manager: Marty Salerno
Bode Road / Harmon Boulevard STP Resurfacing Project	Handhole relocation and pavement patching at Bode/Roselle began week of April 16 th . Punch list inspections ongoing. Ciorba Group is serving as construction engineer. Village Project Manager: Alan Wenderski

VILLAGE PROJECTS	
PROJECT NAME	DESCRIPTION
Higgins Road/Oakmont Road Sanitary Sewer Rehabilitation	Staff currently preparing bid documents for sanitary sewer lining on Higgins Road from east of Governors Lane to Oakmont Road and on Oakmont Road from Higgins Road to Golf Road, not including segments currently included in emergency work contract. Target bid opening in late May 2018 with work to be completed by August 2018. Village Project Manager: Alan Wenderski / Oscar Gomez
Oakmont Road Storm Sewer Replacement	Final design work ongoing. Target July 2018 bid opening. Village Project Manager: Andy LoBosco

COMMERCIAL PROJECTS	
PROJECT NAME	DESCRIPTION
Adesa Auto Auction 5407 Trillium Boulevard	As-built drawings received and reviewed. Awaiting revisions and re-submittal. Village Project Manager: Terry White
Buona Beef Barrington Square 2352 West Higgins Road	Plan review comments completed for concept site plan. Village Project Manager: Alan Wenderski
Burger King Restaurant 2599 West Higgins Road	Temporary CO issued. Awaiting as-built drawings, sign-off of ROW permit from IDOT. Village Project Manager: Terry White
Culvers Prairie Stone 4665 Hoffman Boulevard	Awaiting as-built drawing revisions. Village Project Manager: Terry White
Denny's Prairie Stone Crossing 4690 Hoffman Boulevard	As-built drawings reviewed and approved. Remaining landscaping items to be completed in spring. Village Project Manager: Terry White
Enclave Apartments Clubhouse 750 Salem Drive	Site work is suspended for weather. Village Project Manager: Terry White
Hoffman Plaza Higgins and Roselle 1001-1067 Roselle Road	Temporary CO issued. Revised as-built drawings currently under review. Village Project Manager: Terry White
Holiday Inn Express 5235 Prairie Stone Parkway	Site work to begin shortly. Village Project Manager: Terry White
Petro Auto 1300 West Higgins Road	Site work is suspended for weather. Village Project Manager: Terry White

COMMERCIAL PROJECTS	
PROJECT NAME	DESCRIPTION
Route 58 AutoWash 105 East Golf Road	As-built drawings received and reviewed; awaiting revisions. Need to complete landscaping punch list from IDOT in spring. Village Project Manager: Oscar Gomez
Shell – Ricky Rocket’s 2590 Golf Road	Demolition work completed. Project guarantee received. Awaiting start of site work. Village Project Manager: Terry White
Silesia Prairie Stone 5250 Prairie Stone Parkway	Building addition and parking lot expansion. Staff completed review of plans, awaiting Village Board approval. Village Project Manager: Terry White
Trumpf H90 1900 West Central Road	Currently reviewing revised as-built drawings. Village Project Manager: Terry White

RESIDENTIAL PROJECTS	
PROJECT NAME	DESCRIPTION
Airdrie Estates NE Corner of McDonough Road and Rohrssen Road	Staff has reviewed and approved permit plat submittal for Lot 2. Staff reviewed street light submittal and awaiting revisions and re-submittal. Village Project Manager: Terry White / Oscar Gomez
Amber Meadows NE Corner of Essex Drive and Beacon Pointe Drive	Multiple lots under construction. Water/sewer service inspections ongoing. Final grading for multiple lots on temporary occupancy ongoing. Expect that the remaining utility and road work to begin by early summer. Village Project Manager: Terry White / Oscar Gomez
Bergman Pointe NW Corner of Ela Road and Algonquin Road	Home building ongoing. Final grading for multiple lots on temporary occupancy ongoing. Awaiting schedule for start of signal improvements. Village Project Manager: Terry White
Devonshire Woods SW Corner of Shoe Factory Road and Essex Drive	Home building ongoing. Water/sewer service inspections ongoing. Final grading for multiple lots on temporary occupancy ongoing. Village Project Manager: Terry White / Oscar Gomez