

AGENDA
PUBLIC WORKS & UTILITIES COMMITTEE
Village of Hoffman Estates
July 22, 2019

Immediately Following 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 – June 24, 2019

NEW BUSINESS

1. Request approval to enter into a Small Wireless Facilities Master Pole Attachment Agreement with Chicago SMSA Limited Partnership d/b/a Verizon Wireless.
2. Request approval to reject the sole bid received for the abandonment of Well #9 and demolition of the above ground facility.
3. Request authorization of Change Order #1 to the contract with BP&T Co., Mount Prospect, IL, in an amount not to exceed \$8,606 for additional work required on the Aster Lane Garage Storage Building Siding Replacement project.
4. Request approval of Change Order #1 to the contract with A Lamp Concrete Contractors, Inc. of Schaumburg, IL for the Oakmont Road Storm Sewer Replacement Project in the amount of \$11,153 for a total not to exceed \$565,540.
5. Request approval of:
 - a. Change Order #1 to the contract with Prime Construction, Inc. of Hampshire, IL for the 2018 Drainage Improvements Project in the amount of \$7,757.
 - b. Change Order #2 to the contract with Prime Construction, Inc. of Hampshire, IL for the 2018 Drainage Improvements Improvement Project in the amount of \$4,700.
6. Request authorization to extend 2017 contract for 2019-2020 Janitorial Maintenance Service for: Village Hall, Police Station, Susan Kenley-Rupnow Public Works Center and the Fleet Services facility to Eco Clean Maintenance Inc., Elmhurst, IL for a total contract monthly fee of \$4,941, total contract amount not to exceed \$59,292.
7. Request authorization to extend 2017 contract for 2019 Contracted Branch/Brush Pick-up Program to Trees “R” Us, Inc., Wauconda, IL in an amount not to exceed \$30,000.
8. Discussion regarding color selection and costs related to the Stonington Water Tower (T-2) Painting Project.

REPORTS (INFORMATION ONLY)

1. Department of Public Works Monthly Report.
2. 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

(Further details and information can be found in the agenda packet attached hereto and incorporated herein and can also be viewed online at www.hoffmanestates.org and/or in person in the Village Clerk's office).

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**

June 24, 2019

I. Roll call

Members in Attendance:

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

**Management Team Members
in Attendance:**

**Jim Norris, Village Manager
Art Janura, Corporation Counsel
Alan Wenderski, Village Engineer
Ted Bos, Police Chief
Kathryn Cawley, Assistant Police Chief
Pat Fortunato, Fire Chief
Rachel Musiala, Finance Director
Monica Saavedra, Director of HHS
Fred Besenhoffer, Director of IS
Joe Nebel, Director of Public Works
Patti Cross, Asst. Corporation Counsel
Suzanne Ostrovsky, Asst. to Village Mgr.
Bruce Anderson, CATV Coordinator**

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

II. Approval of Minutes

Motion by Trustee Mills, seconded by Trustee Pilafas, to approve the minutes of the Public Works & Utilities Committee meeting of June 3, 2019. Voice vote taken. All ayes. Motion carried.

NEW BUSINESS

- 1. Request authorization to waive bidding and purchase two portable message boards through Tapco Inc., Brown Deer, WI, using the U.S. Communities contract discount, in an amount not to exceed \$34,863.71.**

An item summary sheet from Joe Nebel was presented to Committee.

Motion by Trustee Gaeta, seconded by Trustee Pilafas, to waive bidding and purchase two portable message boards through Tapco Inc., Brown Deer, WI, using the U.S. Communities contract discount, in an amount not to exceed \$34,863.71. Voice vote taken. All ayes. Motion carried.

2. **Request approval to waive bidding and utilize the ezIQC Lake County Cooperative to enter into a contract with Leopardo Construction to design/build a storage building on the Sears Centre site in an amount not to exceed \$890,000.**

An item summary sheet from Joe Nebel was presented to Committee.

Trustee Stanton inquired where the funds were coming to pay for the storage building and Jim Norris stated that the some funds will be used from the sale of the Fire Station and the remaining from the Western Area Capital fund. A potential site on the property is under consideration.

Motion by Trustee Gaeta, seconded by Trustee Mills, to waive bidding and utilize the ezIQC Lake County Cooperative to enter into a contract with Leopardo Construction to design/build a storage building on the Sears Centre site in an amount not to exceed \$890,000. Voice vote taken. All ayes. Motion carried.

REPORTS (INFORMATION ONLY)

1. **Department of Public Works Monthly Report.**

The Public Works Monthly Report was received and filed.

2. **Department of Development Services Monthly Engineering Report of the Transportation and Engineering Division.**

The Department of Development Services Monthly Engineering Report of the Transportation & Engineering Division was received and filed.

III. President's Report

Mayor McLeod reported that Wine Wednesday will be at the Village Green and Hideway Brew Garden on June 26 at 5:30 pm and the summer concert will be on Thursday at 7 pm. On June 29, the Health & Human Services Dept. will be making care packages for the LGBTQ homeless community at 10am at Village Hall.

Mayor McLeod thanked Bruce Anderson for his 33 years of service and best wishes to him on his retirement on Friday and congratulated Gigi Gianni on her performance of the National Anthem at a recent Cubs game.

On June 19, Mayor McLeod attended the Senior Commission ice cream social and the NWMC Conference annual gala in the evening. On June 22, the CAC hosted a 5K run/walk and on June 23 he attended Everett Schlegel's 100th birthday celebration as well as a block party on Langdon.

IV. Other

V. Items in Review

VI. Adjournment

Motion by Trustee Gaeta, seconded by Trustee Pilafas, to adjourn the meeting at 6:08 p.m. Voice vote taken. All ayes. Motion carried.

Minutes submitted by:

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request approval to enter into a Small Wireless Facilities Master Pole Attachment Agreement with Chicago SMSA Limited Partnership d/b/a Verizon Wireless

MEETING DATE: July 22, 2019

COMMITTEE: Public Works and Utilities

FROM: Douglas LaSota, Aaron Howe, Peter Gugliotta

PURPOSE: Request approval to enter into a Small Wireless Facilities Master Pole Attachment Agreement with Chicago SMSA Limited Partnership d/b/a Verizon Wireless.

BACKGROUND: The Illinois Small Wireless Facilities Deployment Act (the “Act”) took effect June 1, 2018, which provides for the regulations and process for permitting and deploying small cell wireless facilities (5G) throughout Illinois. The Act supersedes home rule authority.

DISCUSSION: The Act allows that additional telecommunication hardware may be added to utility poles, light poles, and other structures in the public right-of-way as wireless carriers implement 5G technology and enhance cellular transmission.

In January, staff met with representatives from Verizon Wireless to discuss its plans for implementing 5G technology within the Village. Pursuant to the Act and the Village’s Small Wireless Facilities ordinance (Article 5 of Chapter 14), the Village and Verizon are to enter into a master pole attachment agreement which will govern the use of Village poles within the right-of-way.

The Village and Verizon had previously entered into a Master License Agreement dated January 5, 2015. This prior agreement shall continue to govern the three small wireless installations made prior to June 1, 2018. The prior agreement no longer conforms to the current State law and therefore a new agreement is necessary for installations going forward.

The proposed agreement complies with FCC orders, State law, and Village ordinance governing small wireless facilities. The proposed agreement provides for a 5 year term with automatic renewals with a rental rate of \$200/year per installation. Many of the provisions of the agreement, including the rental rate, are dictated by federal and/or state law. In addition, the proposed agreement addresses, *inter alia*, removal of devices, maintenance and repair, revocation of permits, and bonds for removal of equipment.

DISCUSSION continued

The proposed agreement provides that if the FCC order and State law are both repealed, then the Village may amend its ordinance as it deems fit and the parties will amend the terms of the agreement to conform to the Village ordinance.

At this time, Verizon has plans for 5 small wireless facilities within the Village. Two will be on street lights, two will be on Comed-owned poles, and one will be a new stand-alone pole. Specific locations will be provided at the time of application for permits.

RECOMMENDATION:

Recommend approval to enter into a Small Wireless Facilities Master Pole Attachment Agreement with Chicago SMSA Limited Partnership d/b/a Verizon Wireless.

**SMALL WIRELESS FACILITIES
MASTER POLE ATTACHMENT AGREEMENT**

THIS SMALL WIRELESS FACILITIES MASTER POLE ATTACHMENT AGREEMENT, ("Agreement") is entered into this ____ day of _____, 20__ ("Effective Date"), by and between Village of Hoffman Estates ("Village"), and Chicago SMSA Limited Partnership d/b/a Verizon Wireless ("Licensee" or "Verizon"). Village and Verizon are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

RECITALS

WHEREAS, The Village owns, co-owns, manages, operates or has access to certain poles, wireless support structures, and/or real property which are located within the public right-of-way in Hoffman Estates; and

WHEREAS, The Licensee desires to install, maintain and operate small wireless facilities in and/or upon certain of the Village's utility poles, wireless support structures and/or real property; and

WHEREAS, Village and Licensee desire to enter into this Agreement to define the general terms and conditions which would govern their relationship with respect to particular sites at which Village may wish to permit Licensee to install, maintain and operate Small Wireless Facilities (as herein defined) as hereinafter set forth; and

WHEREAS, Village and Licensee acknowledge that they will enter into a License Supplement ("Supplement"), a copy of which is attached hereto as **Exhibit A**, with respect to any particular location or site which the Parties agree to license; and

NOW THEREFORE, in consideration of the following covenants, terms, conditions and provisions, the Parties mutually agree:

1. **RECITALS.** The representations, covenants and recitation set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth herein.
2. **DEFINITIONS.**
 - 2.1. "Pole" shall mean a pole or similar structure that is used in whole or in part for electric distribution, lighting, traffic control, or a similar function.
 - 2.2. "Right-of-Way" shall mean the area on, below, or above a public roadway, highway, street, public sidewalk, alley, or utility easement dedicated for compatible use. Right-of-way does not include Village-owned aerial lines.
 - 2.3. "Small Wireless Facility" shall mean a wireless facility that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of

its exposed elements could fit within an imaginary enclosure of no more than 6 cubic feet; and (ii) all other wireless equipment attached directly to a utility pole associated with the facility is cumulatively no more than 25 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

- 2.4. “Wireless Facility” shall mean equipment at a fixed location that enables wireless communications between user equipment and a communications network, including: (i) equipment associated with wireless communications; and (ii) radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. "Wireless facility" includes small wireless facilities. "Wireless facility" does not include: (i) the structure or improvements on, under, or within which the equipment is collocated; or (ii) wireline backhaul facilities, coaxial or fiber optic cable that is between wireless support structures or utility poles or coaxial, or fiber optic cable that is otherwise not immediately adjacent to or directly associated with an antenna.
3. **PREMISES.** Pursuant to all of the terms and conditions of this Agreement and the applicable Supplement, Village agrees to license to Licensee that certain space on or upon the Village's Poles, rights of way and/or real property as more fully described in each Supplement to be executed by the Parties (hereinafter referred to as the "Premises"), for the installation, operation and maintenance of Licensee’s Small Wireless Facilities; together with the non-exclusive right of ingress and egress from a Village Right-of-Way, seven (7) days a week, twenty four (24) hours a day, over, to, and from the Premises for the purpose of installation, operation and maintenance of Licensee's Small Wireless Facilities.
4. **VILLAGE ORDINANCE.**
 - 4.1. Licensee shall at all times comply with (i) the Municipal Code of Hoffman Estates, as may be amended from time to time; (ii) Village of Hoffman Estates Ordinance 4665-2018 (“Small Wireless Facilities Ordinance”); and (ii) any design standards that have been or may be adopted by the Village, including those standards adopted by Resolution 1679-2019 and by Resolution 1540-2013. (collectively, the “Village Code”).
 - 4.2. To the extent this Agreement or any Supplement conflicts with the Small Wireless Facilities Ordinance, the Small Wireless Facilities Ordinance shall take precedence and supersede the terms of this Agreement or any Supplement.
5. **APPLICABLE LAWS.** During the Term, Village and Licensee shall maintain the Premises and the Pole in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, (collectively "Laws"). Licensee shall, in respect to the condition of the Premises and at Licensee's sole cost and expense, comply with (a) all Laws relating solely to Licensee's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by Licensee in

the Premises.

6. **PERMIT APPROVAL PROCESS.**

6.1. Licensee shall submit an application to Village for permit in the form attached hereto as **Exhibit B** and provide the information required by Section 6 of the Small Wireless Facilities Ordinance. All applications for permit shall be reviewed by the Village in accordance with the Small Wireless Facilities Ordinance. Licensee shall pay all required fees at set forth in the Small Wireless Facilities Ordinance.

6.1.1. The Parties agree that the Licensee shall provide and Village shall accept, in satisfaction of the requirements of Section 14-5-6(A)(4)(c) of the Small Wireless Facilities Ordinance, a full set of as-built photo simulation depictions from each direction of each node for the type of pole in use at the proposed Premises. These photo simulation depictions shall be provided with every application for permit and may be provided in a readily accessible digital format.

6.2. Upon approval of any application for permit, Village and Licensee shall enter into a Supplement with respect to each approved collocation.

7. **TERM; RENTAL; PAYMENTS.**

7.1. Subject to earlier termination as provided herein, this Agreement shall be for a term of five (5) years commencing upon the Effective Date. This Agreement shall automatically renew for additional 5 year periods unless either Party sends notice of its intent not to renew the Agreement at least 90 days prior to the expiration of the term. (The initial term and subsequent renewal periods, the "Term")

7.2. Each permit and corresponding Supplement shall be effective as of the date of issuance of such permit ("Commencement Date"). The initial term of each permit and corresponding Supplement shall be five (5) years from the respective Commencement Date ("Supplement Term"). Each permit and corresponding Supplement shall be renewed for equivalent durations unless the Village, in its sole discretion, makes a finding that the respective Small Wireless Facility or the new or modified Pole do not comply with the applicable Village building codes or any provision, condition or requirement contained in the Village Code. If this Agreement expires or is terminated for any reason, then any existing Supplements shall also terminate immediately effective upon the termination of this Agreement.

7.3. Rental for each Small Wireless Facility collocated on a Village Pole within a Right-of-Way shall be two hundred (\$200) dollars per year payable on the first day after the first annual anniversary of the Commencement Date of the applicable Supplement, and on each annual anniversary date thereafter.

7.4. Any payments required to be made under this Agreement, any Supplement, any application, or any permit shall be made payable to "Village of Hoffman Estates" and delivered to:

Finance Department
Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, Illinois 60169

Village and Licensee may arrange for payments to be made by other means, including electronic funds transfer.

8. **REMOVAL AT THE END OF TERM.** Licensee shall, upon expiration of the applicable permit, or within ninety (90) days after any earlier termination of a Supplement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted (collectively “Restoration Obligation”). Village agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of Licensee shall remain the personal property of Licensee and Licensee shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes Licensee to remain on the Premises after termination of the Supplement, Licensee shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the antenna structure, fixtures and all personal property are completed. If Licensee fails perform its Restoration Obligation as provided in this section, then Village may perform, or cause to be performed, said Restoration Obligation. Licensee shall reimburse Village for the costs of performing said Restoration Obligation within ninety (90) days of the Village providing notice, pursuant to Section 16, of such costs. If Licensee fails to reimburse the Village as required herein, the Village may use funds the from the bond(s) required in Section 27 held by the Village from any Supplement to reimburse itself for any costs related to the Restoration Obligation.
9. **INTERFERENCE.**
 - 9.1. Licensee acknowledges that through this Agreement and any Supplements, it has a non-exclusive right to collocate Small Wireless Facilities on Village-owned Poles identified in such Supplement. Licensee’s operation of Small Wireless Facilities shall not interfere with the frequencies used for public safety or roadway facility communications. If said collocation interferes with existing or future frequencies used for public safety or roadway facility communications, Licensee shall promptly cure such interferences in accordance with Village’s Ordinance. Said cost to cure shall be at the sole expense of Licensee. Licensee shall immediately cease operation of any Small Wireless Facility that causes such interference, except for powering up the Small Wireless Facility for intermittent testing, if necessary. If Licensee is unable to eliminate the interference within thirty (30) days of being notified of such interference by the Village or other agency, Licensee shall remove the offending Small Wireless Facility from the Village’s Pole and the applicable Supplement shall be terminated.
10. **MAKE READY WORK.**

- 10.1. Licensee, at its sole cost and responsibility, shall perform a make ready analysis of any proposed Pole to ensure it is structurally capable of accommodating collocation and/or to determine and propose to Village such make ready work necessary to enable the Pole to accommodate collocation. Village shall not require more make-ready work than required to meet applicable codes or industry standards. The Village will make the final determination whether to permit the make ready work or require a new Pole in accordance with applicable Law. Licensee agrees to convey all title and interest in any new pole provided by Licensee to the Village and provide a replacement pole for the Village's use in the event of a knockdown. Make ready work will be done by Licensee, or its qualified contractor, at Licensee's sole cost.
- 10.2. To the extent applicable, Licensee shall be responsible for entering into an agreement with existing other collocated entities to reimburse them for any costs that they incur in rearranging or transferring their facilities to accommodate Licensee's collocation.

11. **MAINTENANCE AND REPAIR.**

- 11.1. Village will maintain its Poles and repair or replace its Poles as necessary to fulfill its own service requirements and as required by law. Village's maintenance and repair will take precedence over all other collocators' maintenance and repair needs.
- 11.2. Licensee shall, at its sole cost and expense, maintain its Small Wireless Facilities in good and safe condition and repair. Additionally, Licensee agrees to maintain its Small Wireless Facilities in such a manner so as not to endanger or interfere with the use of Village Poles by Village or others granted a right to collocate on said Village Poles. Small Wireless Facilities shall be maintained to present an aesthetic appearance. In the event of a failure to properly maintain such Small Wireless Facilities, the Village shall notify the Licensee, in writing, who shall have thirty (30) days to correct the identified maintenance violation. If not corrected within such period, the Village reserves the right to take such action as it deems necessary, including revocation of the corresponding permit and Supplement.
- 11.3. Licensee shall use its best efforts to perform any non-emergency maintenance and repair to its facilities between 8:00 a.m. and 5:00 p.m., and shall coordinate such work with the Village's Department of Public Works by contacting (847) 490-6800.
- 11.4. Licensee shall immediately notify Public Works of any emergency work and shall advise the Village of any potential impact to the general public.
- 11.5. Licensee shall make available to the Village twenty-four hours a day, seven days a week emergency response service if an emergency arises regarding a Village Pole or any Licensee Small Wireless Facility. Said service can be reached at (800) 621-2622. Upon receipt of any notice from the Village that any of Licensee's Small Wireless Facilities are interfering with or endangering any persons, equipment, property or facilities of the Village or any other party including the general public or operating in violation of this Agreement, Licensee agrees that it will, at its sole cost and expense, take all necessary steps to correct such issue within a reasonable time. In the event Licensee fails to correct

or remedy such danger or interference within the timeframe herein, Village may take all actions it deems necessary or appropriate to remedy such matter, including without limitation, the removal from Village Poles of any wireless telecommunication facilities causing such danger or interference. The Village shall have no liability of any kind or nature whatsoever for any actions taken by Village to remedy such danger or interference and, unless such liability is caused by Village's willful misconduct, Licensee shall pay Village, upon demand, for all cost of such activities.

- 11.6. All Licensee's Small Wireless Facilities shall be fitted by Licensee with an emergency shutoff switch readily accessible and available to the Village in case of emergency. In the event the Village takes action to shut-down a Small Wireless Facility, the Village shall utilize reasonable efforts to notify Licensee of the shutdown within twenty-four (24) hours.
- 11.7. Licensee shall obtain a permit from the Village for any installation, maintenance or repairs requiring lane-closures of the Right-of-Way.
- 11.8. Licensee shall inspect its Small Wireless Facilities collocated on Village Poles annually. On or before February 1st of each year, Licensee shall submit to Village a report documenting its inspections and any scheduled repairs for the proceeding 12-month period.
- 11.9. The Village shall not require an application, approval, or permit, or require any fees or other charges, from Licensee, for certain work as provided for in 14-5-6(K) of the Small Wireless Facilities Ordinance.
- 11.10. In the event Village, in its reasonable discretion deems it necessary to remove, relocate or replace a Pole, Village shall notify Licensee at least one hundred eighty (180) days prior of the need to remove or relocate its Small Wireless Facility. In such event, Village shall provide options for alternative locations for Licensee relocation of equipment which shall be in a mutually agreeable location ("Alternative Premises"). Licensee shall be solely responsible for all costs related to the relocation of its Small Wireless Facility and ancillary equipment to the Alternative Premises. In the event that a suitable Alternative Premises cannot be identified, Licensee may terminate the applicable Supplement.
12. **ABANDONMENT.** Any Small Wireless Facility that is not operated for a continuous period of twelve (12) months shall be considered abandoned and the Licensee shall remove same within ninety (90) days of receipt of written notice from the Village notifying the Licensee of such abandonment. Such notice shall be made as provided for in **Section 16** of this Agreement. If such Small Wireless Facility is not removed within ninety (90) days of such notice, the Village may remove or cause the removal of such Small Wireless Facility by whatever actions are provided by law.
13. **ELECTRICAL SERVICE.** Licensee shall obtain separate electrical service with a separate meter measuring usage and the Licensee shall pay the utility provider directly for Licensee's power consumption.

14. **AUDITS AND LIST OF ATTACHMENTS/FACILITIES WITH LOCATIONS.**

14.1. Licensee shall install its Small Wireless Facilities only in the locations permitted by the Village.

14.2. Licensee shall maintain and provide the Village with access to a web-based portal which shall contain the following information, *inter alia*, with respect to each Premises: (i) location by address or coordinates; (ii) equipment located at the Premises; (iii) moneys owed, if any, and applicable due dates for the Premises; (iv) operational status of the equipment at the Premises; and (v) any other information generally made available by Licensee to other landowners with Licensee's Small Wireless Facilities in place.

14.3. Licensee shall provide notice to the Village of any Small Wireless Facility which has been abandoned (as defined under 50 ILCS 840/15(k)).

14.4. Licensee shall affix signage on each Small Wireless Facility identifying the Licensee, contact phone number for emergency response service and the model number of the equipment.

15. **REVOCAION OF PERMIT/SUPPLEMENT.** Subject to the notice and right to cure procedures contained in **Section 19**, Village may revoke any permit or Supplement issued to Licensee for one or more of the following reasons:

15.1. The Licensee's non-compliance with a term or terms of this Agreement or of any Supplement or Permit.

15.2. The Licensee obtained approval by means of fraud or made a misrepresentation of a material fact with respect to the permit application, or any required documentation or submittal.

15.3. The Licensee failed to construct the Small Wireless Facility in accordance with the approved plans.

15.4. The Licensee failed to comply within any material condition of a permit issued.

15.5. The Licensee substantially expanded or altered the use or the structure of the Small Wireless Facility beyond what was requested in the permit application or approved, without the approval of the Village.

15.6. The Licensee failed to notify the Village of the replacement of Small Wireless Facilities as required by this Agreement or the Small Wireless Facilities Ordinance.

15.7. The Small Wireless Facility interferes with vehicular or pedestrian use of the Right-of-Way.

15.8. The Licensee has failed to make a safe and timely restoration of the Right-of-Way or

the Premises upon which the small wireless facility is located.

15.9. The Licensee has failed to properly maintain the Small Wireless Facility as required by this Agreement or Small Wireless Facilities Ordinance.

15.10. The Licensee has failed to abate interference with public safety communications in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 C.F.R. 22.970 through 47 C.F.R. 22.973 and 47 C.F.R. 90.672 through 47 C.F.R. 90.675.

15.11. The Small Wireless Facility has been abandoned and the Licensee has failed to remove such Small Wireless Facility as provided in this Agreement or the Small Wireless Facilities Ordinance.

16. **NOTICE.** All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

If to Village: Village Manager
Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, IL 60169

With a copy to: Director of Public Works
Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, IL 60169

Village Clerk
Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, IL 60169

If to Licensee: d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
ATTN: Network Real Estate

With a copy to: Chicago SMSA Limited Partnership d/b/a Verizon Wireless
1515 E Woodfield Rd
10th Floor
Schaumburg, IL 60173
Attn: Network Legal

17. **INDEMNIFICATION.** To the extent permitted by law, Licensee shall indemnify and hold Village harmless against any and all liability or loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of the Premises, Village's improvements or right-of-way associated with such improvements by Licensee or its employees, agents, or contractors arising out of the rights and privileges granted under this Agreement and any Supplements and Illinois Small Wireless Facilities Deployment Act. Licensee has no obligation to indemnify or hold harmless against any liabilities and losses as may be due to or caused by the sole negligence of Village or its employees or agents. Each party waives any claims that it may have against the other party with respect to consequential, incidental, or special damages, however caused, based on the theory of liability. Village in this paragraph shall be construed to mean the Village, its officials, officers, agents and employees. Nothing contained herein shall be construed as prohibiting the Village, its officials, directors, officers and employees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them, provided such defense is done at Village's cost. The Village's participation in its defense shall not remove the Licensee's duty to indemnify, defend, and hold the Village harmless, as set forth above. Any indemnity as provided in this Agreement shall not be limited by reason of the enumeration of any insurance coverage herein provided. Licensee's indemnification of Village shall survive the termination or expiration of this Agreement. The Village does not waive, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the Licensee, under the law.

18. **INSURANCE.**

18.1. Licensee shall and shall require its subcontractors to obtain and maintain substantially the same coverage as required of Licensee, carry the following insurance: (i) commercial general liability insurance in an amount of \$3,000,000 per occurrence and \$4,000,000 general aggregate and which provides coverage for bodily injury, death, damage to or destruction of property of others, including loss of use thereof, and including products and completed operations; (ii) statutory Workers' Compensation Insurance as required by law; (iii) employers' liability insurance in an amount of \$1,000,000 bodily injury each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit; and (iv) automobile liability insurance in an amount of \$1,000,000 per accident (personal injury and property damage combined single limit) and \$1,000,000 uninsured/underinsured motorist coverage.

18.2. The insurance coverages identified in this **Section 18**, except the workers' compensation insurance and employer's liability: (i) shall include the Village, its officers, and employees as an additional insured as their interests may appear under this Agreement or any Supplements; (ii) will be primary and non-contributory with respect to any self-insurance or other insurance maintained by the Village; (iii) contain a waiver of subrogation for the Village's benefit; and (iv) will be obtained from insurance carriers licensed, authorized or permitted to provide insurance in the State of Illinois and having an A.M Best rating of at least A-VII.

18.3. Licensee shall provide the Village with a certificates of insurance upon the

commencement of the Term, as well as renewal certificates of insurance within fifteen (15) days of the expiration of any insurance policy required. Licensee shall provide the Village with thirty (30) days prior written notice of cancellation upon receipt of notice thereof from its insurer(s).

19. **DEFAULT.** Unless a specific provision of this Agreement or provides otherwise, if a Party is in default of a material term of this Agreement, the non-defaulting Party shall give the breaching Party written notice of such breach as provided in **Section 16**. After receipt of such written notice, the breaching Party shall have 30 days in which to cure any breach, provided the breaching Party shall have such extended period, not to exceed 90 days, as may be required beyond the 30 days if the breaching Party commences the cure within the 30-day period and thereafter continuously and diligently pursues to cure to completion. The non-breaching Party may maintain any action or effect any remedies for default against the breaching Party subsequent to the 30-day cure period, as potentially extended to 90 days based on circumstances.
20. **REMEDIES.** In the event of a default by either Party with respect to a material provision of this Agreement, without limiting, other than by the specific terms of this Agreement, the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the laws or judicial decisions of the State of Illinois. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice thereafter.
21. **RIGHTS UNDER EXISTING LAWS; CHANGE OF LAWS.** This Agreement is not intended to in any way limit or waive either Party's present or future rights under applicable state and federal law. If any law, including the Village Code, sets forth a term or provision that is inconsistent with or different than this Agreement, then, to the extent the law requires, the Parties agree to promptly amend the Agreement to effect the term or provision set forth under the law. If the Illinois Small Wireless Facilities Deployment Act is amended, then the Parties agree to promptly amend the Agreement and any Supplement to effect the term or provision so amended, including but not limited to providing for changes in rates or fees. If the Illinois Small Wireless Facilities Deployment Act is repealed both parties agree to work together in good faith to renegotiate the terms of this Agreement to reflect then fair market value rents and terms.
22. **CASUALTY.** In the event of damage by fire or other casualty to the Pole or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Pole or Premises is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Licensee's operations at the Premises for more than forty-five (45) days, then Licensee may, at any time following such fire or other casualty, provided Village has not completed the restoration required to permit Licensee to resume its operation at the Premises, terminate the Supplement upon fifteen (15) days prior written notice to Village. Any such notice of termination shall cause the Supplement to expire with the same force and effect as

though the date set forth in such notice were the date originally set as the expiration date of the Supplement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under the Supplement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LICENSEE's use of the Premises is impaired.

23. **COMPARABLE TREATMENT.** The Village represents and warrants that the fees and pole attachment rates in this Agreement shall not be higher, and the permit requirements and timelines herein shall be no more burdensome than the rates and requirements imposed by the Village on any other entities operating Small Wireless Facilities within the Village. If after the Effective Date the Village should provide any entity terms or similar terms better than those specified herein with respect to any aspect of this Agreement, including but not limited to lower pole attachment rates or process improvements to speed network deployment, the Village shall promptly inform Licensee of such terms and the Parties shall modify this Agreement to reflect the more favorable rates and/or terms.
24. **TAXES.** If Village is required by Law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a "Tax") from Licensee with respect to the transactions contemplated by this Agreement, then Village shall bill such Tax to Licensee in the manner and for the amount required by Law. Licensee shall pay such billed amount of Tax to Village, and Village shall remit such Tax to the appropriate tax authorities as required by Law. Licensee shall have no obligation to pay any Tax for which Licensee is exempt. Otherwise, Licensee shall be responsible for paying all Taxes that are the legal responsibility of Licensee under Laws.
25. **ASSIGNMENT.** This Agreement and each Supplement under it may not be assigned without the written permission of Village. No change of stock ownership, partnership interest or control of Licensee or merger, acquisition or other business reorganization transfer upon partnership or corporate dissolution of Licensee shall constitute an assignment hereunder.
26. **LIMITATION OF LIABILITY.** Neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.
27. **BOND.** Licensee shall deposit with Village prior to the Effective Date of each and every Supplement a cash deposit or bond in a form provided by the Village in the amount of Five Thousand (\$5,000) dollars per Small Wireless Facility indicated on such Supplement to guarantee the safe and efficient removal of any equipment subject to this Agreement or any Supplement. Such bond shall be perpetual and may not be cancelled without a release signed by the Village. Licensee shall maintain and, replenish if necessary, the bond throughout the duration of the installation on the Village's Pole. The funds may also be used to restore the Village's right-of-way to original condition, if Licensee fails to do so, including as provided in Section 8.

28. **SUBLICENSING.** Licensee acknowledges that collocating Small Wireless Facilities on Village Poles is for Licensee's exclusive use as a wireless services provider. Except as required by law, sublicensing of Licensee's Small Wireless Facilities is strictly prohibited.
29. **SEVERABILITY.** In the event that any portion or section of this Agreement is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of the Agreement, which shall remain in full force and effect.
30. **EXECUTION IN COUNTERPARTS.** This Agreement and any Supplements may be executed in multiple counterparts, including by counterpart facsimiles or scanned email counterpart signature, each of which shall be deemed an original, and all such counterparts once assembled together shall constitute one integrated instrument.
31. **AUTHORIZATION.** Licensee certifies and warrants that it has the authority to enter into this Agreement.
32. **MISCELLANEOUS.** This Agreement and the Supplements that may be executed from time to time hereunder contain all agreements, promises and understandings between the Village and the Licensee regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the Village or the Licensee in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. There are no third party beneficiaries to this Agreement. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement via each Supplement shall be governed interpreted, construed and regulated by the laws of the state of Illinois. The venue for resolving any disputes under this Agreement shall be the judicial circuit court for Cook County.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed, or caused their respective duly authorized representatives to execute, this Agreement as of the day and year listed below.

VILLAGE:

**Village of Hoffman Estates,
an Illinois municipal corporation**

By: _____

Witness: _____

Its: _____

Date: _____

LICENSEE:

**Chicago SMSA Limited Partnership
d/b/a Verizon Wireless**

By: *[Signature]*

Witness: *[Signature]*

Its: Sr. Mgr. Implementation

Date: 6/27/19

EXHIBIT "A"

LICENSE SUPPLEMENT

This License Supplement ("Supplement"), is made this _____ day of _____, _____, between the Village of Hoffman Estates, ("Village"), and _____ ("Licensee").

1. **Master License Agreement.** This Supplement is a Supplement as referenced in that certain Master License Agreement between the Village of Hoffman Estates and _____, dated _____, _____, (the "Agreement"). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.
2. **Premises.** The property owned by the Village is located at approximately _____, Hoffman Estates, Illinois and having approximate coordinates of _____ (latitude), _____ (longitude). The Premises licensed by the Village to the Licensee hereunder is described on Exhibit "1" attached hereto and made a part hereof.
3. **Term.** The Commencement Date and the Supplement Term shall be as set forth in Section 7.2 of the Agreement.
4. **Consideration.** Rent under this Supplement shall be two hundred dollars (\$200.00) per year, payable to Village as set forth in Sections 7.3 and 7.4 of the Agreement.
5. **Bond; Cash Escrow.** Licensee has [made a cash deposit with] [attached a bond in a form acceptable to] Village in the amount of \$5,000.00. The Village may use the [cash deposit] [bond] for the purposes set forth in Section 8 and Section 27 of the Agreement.
6. **Site Specific Terms.** (To include any site-specific terms)

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed, or caused their respective duly authorized representatives to execute, this Supplement as of the day and year listed below.

VILLAGE:

**Village of Hoffman Estates,
an Illinois municipal corporation**

By: _____

Witness: _____

Its: _____

Date: _____

LICENSEE:

**Chicago SMSA Limited Partnership
d/b/a Verizon Wireless**

By: _____

Witness: _____

Its: _____

Date: _____

EXHIBIT B

SMALL WIRELESS FACILITIES PERMIT APPLICATION

[Attach copy of SWF Permit Application]



Small Wireless Facilities Permit Application

Village of Hoffman Estates
2305 Pembroke Avenue
Hoffman Estates, IL. 60169
(847) 490-6800
www.hoffmanestates.org

Permit #: _____
Permit Fee: \$ _____
Account No: _____
Approved by: _____
Start Date: _____ Expires: _____



APPLICANT INFORMATION

Applicant Name:		Date:	
Applicant is a:	<input type="checkbox"/> Carrier/Wireless Provider	<input type="checkbox"/> Representative	<input type="checkbox"/> Other:
Company Name:			
Address:			
City:	State:	ZIP Code:	
Phone:	Email:		

PROPOSED SITE LOCATION

Property Address:		
City:	State:	ZIP Code:
Closest Intersection (Distance and Direction from):		

EXISTING POLE/STRUCTURE INFORMATION

New Pole/Structure Construction? Yes <input type="checkbox"/> No <input type="checkbox"/>		
Pole/Structure ID Number:	Height of Pole/Structure (feet):	Pole Color:
Existing Attachment(s) on Pole/Structure? (e.g., banners, light fixtures) Yes <input type="checkbox"/> No <input type="checkbox"/>		
Existing Structure Owner:		
Name of Structure Owner Representative:		
Address:		
City:	State:	ZIP Code:
Phone:	E-mail:	Fax:

PROPERTY OWNER INFORMATION

In the event that the proposed small wireless facility is to be attached to an existing pole owned by an entity other than the Village, the wireless provider shall provide legally competent evidence of the consent of the owner of such pole to the proposed collocation. Permission has been granted by property owner? Yes No

Name:		
Address:		
City:	State:	ZIP Code:
Phone:	Email:	

APPLICATION REQUIREMENTS

Pursuant to Section 14-5-6(A) of the Village of Hoffman Estates Municipal Code, the following must be provided, attached, or included along with this permit application:

- 1) Applicable application fee. (Section 14-5-9).
- 2) A site specific structural integrity analysis. (Section 14-5-6(A)(1)).
- 3) Photographs and graphic or simulated renderings. (Section 14-5-6(A)(4)).
- 4) Specifications and drawings for each proposed Small Wireless Facility. (Section 14-5-6(A)(5)).
- 5) Equipment type and model number(s) for the Antennas and all other wireless equipment. (Section 14-5-6(A)(6)).
- 6) A proposed schedule for the installation and completion. (Section 14-5-6(A)(7)).
- 7) Proof of permission granted by property owner, if existing pole not owned by the Village. (Section 14-5-6(A)(9)).
- 8) For collocations upon a Village-owned Utility Pole, a make-ready analysis. (Section 14-5-6(A)(2)).

Applications and supporting information must be submitted by personal delivery to:

Department of Public Works
ATTN: Management Analyst
2305 Pembroke Avenue
Hoffman Estates, IL. 60169

ATTESTATION AND INDEMNIFICATION BY APPLICANT

I attest to the best of my knowledge the information stated in this application and in all supporting plans and documents is true and accurate and I certify that the proposed collocation(s) complies with all applicable laws.

Applicant requests permission to collocate a small wireless facility within the right-of-way of the Village of Hoffman Estates in accordance with Article 5 of Chapter 14 and Chapter 18 of the Hoffman Estates Municipal Code. For consideration of such permission, Applicant agrees to indemnify, hold harmless and defend the Village of Hoffman Estates against any and all liability or loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of the Village improvements or right-of-way associated with such improvements by Applicant or its employees, agents, or contractors arising out of the rights and privileges arising under Article 5 of Chapter 14 of the Hoffman Estates Municipal Code and the Illinois Small Wireless Facilities Deployment Act. Applicant further waives any claims that it may have against the Village of Hoffman Estates with respect to consequential, incidental, or special damages, however caused, based on the theory of liability.

Signature of Applicant:

Date:

Printed Name of Applicant:

Title:

FOR ADMINISTRATIVE USE ONLY

Date Application was submitted:

Application is: Complete Incomplete

If incomplete, date the Applicant was notified:

Missing documents or information:

Fee Schedule (Check One)

_____ Single Small Cell Wireless Facility \$650

_____ Multiple Small Cell Wireless Facilities (up to 25) _____ x \$350 = \$ _____
(number)

_____ Single Small Cell Wireless Facility with New Utility Pole \$1000

- Permit shall be valid for 5 years. Application/Fee required for each 5-year period
- A \$200 annual rate will be charged beginning one year from permit issuance date and each subsequent year for each antenna location

STANDARDS AND PRACTICES:

This permit is subject to the standards and practices established in the Village of Hoffman Estates Municipal Code Section 11-4-1, Permits, of Article 11-4, Work On, Under Or Over Public Rights-of-Way included but not limited to the following:

- 1) The permittee represents all parties in interest and shall furnish material, do all work and shall in a reasonable length of time restore the impacted portions of the rights-of-way or easements to a condition similar or equal to that existing before the commencement of the described work. This shall include any damage to street, curbs, sidewalk, lawns, fences, trees or other landscape materials. All property- public or private shall be restored to the satisfaction of the Village and/or the property owner at the permittee's expense.
- 2) The applicant shall avoid conflicts with any existing underground or above ground facilities on or near the rights-of-way or easements. The Permittee/Contractor shall be the responsible to ascertain the presence and location of existing facilities on the rights-of-way and/or easements by contacting J.U.L.I.E. at 1-800-892-0123. This includes Village maintained water main, sanitary sewer, storm sewer and streetlight cables. Permittee shall be responsible for any costs incurred due to Village utilities damaged as a result of this construction.
- 3) Permittee/Contractor shall notify the Public Works Department at 847-490-6800 at least 48 hours prior to construction to verify placement of proposed improvement or repair. Any conflicts with existing Village maintained utilities shall be identified and depth located by hand or by potholing. Notify the Department via FAX at 847-490-6868 with work schedules and inspection information.
- 4) The Applicant, his successors or assigns, agrees to hold harmless the Village of Hoffman Estates and it's duly appointed agents and employees against any action for personal injury or property damage sustained by reason of the exercise of this permit.
- 5) A permit card must be displayed at all times and be visible from the street and must remain on the job site until after completion of the project.
- 6) The applicant shall at all times conduct the work in such a manner as to minimize hazards to vehicular and pedestrian traffic. All signs, barricades, flaggers etc. required for traffic control shall be furnished by the applicant and shall meet the I.D.O.T. standards.
- 7) All street crossings are to be augured or directional bored. To eliminate undermining the street the edge of the boring pits and ductwork shall be at least 3 feet back of curb.
- 8) All areas designated as tree preservation zones are to be fenced at the drip line and shall not be disturbed by any construction activity.
- 9) No construction vehicles or equipment shall be parked on the streets or Village rights-of-way overnight without the permission of the Director of Public Works.
- 10) Notify Public Works at 847-490-6800 for any locations that will be open overnight. All open pits must have Type 1 flashing barricades and be fenced using steel posts with orange safety fencing. Protection fencing must be vertical at all times and must conform to Village and State standards. Any maintenance required on fencing and/or barricades must be resolved immediately by the Permittee/Contractor, or Public Works will resolve by backfilling of all improperly secured dig sites immediately following notification to the "permit holder" and charge time and materials accordingly. The Village reserves the right to stop a job any time that the Standards and Practices are violated.
- 11) Restoration: The permittee/contractor shall be responsible for the restoration of all areas, which were disturbed during construction in accordance with the State of Illinois Sodding and Seeding specifications. Permittee/Contractor shall be responsible for watering of sod and must obtain a water usage permit from the Public Works Department at 2305 Pembroke Ave. Restoration shall be completed promptly, within 30 days of completion of construction. During inclement weather (November –March), the site must be properly backfilled and restoration completed by April 30th.

Note: The Permittee who this permit is issue to, not the permittee's contractor/subcontractor is responsible for all Village actions related to this permit.

The Village understands that the permittee may not be capable of informing the Village whom their contractor/subcontractor will be at the time the permit is issued. However, in such cases, a minimum of three (3) business days prior to construction the permittee must notify the Village and provide the following: Contractors/subcontractors Name, Daytime phone number, the Contact person's full name and the Contact person's 24 hr. phone number via facsimile (fax) to the Department of Public Works at **847-490-6868**.

The issuance of this permit does not excuse the permittee/contractor from complying with any existing regulations or requirements of the Village of Hoffman Estates.



**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request authorization to reject the sole bid for the abandonment of Well #9 and demolition of the above ground facility.

MEETING DATE: July 22, 2019

COMMITTEE: Public Works and Utilities

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

PURPOSE: To seek authorization to reject the sole bid for Well #9 abandonment.

BACKGROUND: Well #9, located at 720 Charleston Lane, was constructed in 1971 by Layne Western Company for the Village’s North Zone pressure district. The total depth of the well is 1,392 feet with 20" cemented casing to 501'. In 1985 when the Village started to receive its water supply from Lake Michigan, Well #9 was kept as an emergency backup water supply. In 2009, the well was taken out of service because of drastically decreased output (less than 10 gallon per minute). In 2011, the well pump & column pipe was pulled for repair and rehabilitation and output capacity was restored.

In recent years a new problem occurred: monthly bacteriological samples started to periodically fail during IEPA standards testing. As time passed, the frequency of those failures increased. As a result, the well was taken out of service. Staff, with assistance from consultant engineer and contractors, tried various methods to correct the problem without pulling the pump and pipe. None of the lower cost methods were successful. After many failed efforts, staff concluded that the problem could not be resolved without a major capital expenditure.

BACKGROUND: In reviewing the report submitted by staff on the condition of Well #9, the IEPA gave notice to abandon the well and switch to an alternative backup water supply or violations would be considered.

DISCUSSION: The other two emergency backup water supply wells for the North Zone pressure District (Well #16, located at 4140 Crimson and Well #18, located at 3451 North Wilshire) remain in good condition. In the meantime, staff has been exploring the possibility of water system interconnect with the Village of Palatine through a

DISCUSSION continued

joint feasibility study with their staff. Initial report by the engineer indicates system interconnect is not only feasible but also highly beneficial to both Villages. Staff from both Villages are very interested in construction of a system interconnect. At the conclusion of the feasibility study, staff of both Villages will start to prepare Inter Government Agreement for the joint construction of a water system interconnect. If the water system interconnect with the Village of Palatine is established, it will replace all wells as emergency backup water supply for the North Zone pressure district. Long range plan is the proper abandonment for all wells in the North Zone pressure district (Wells # 9, 16, and 18), which will avoid the high monthly and annual maintenance costs of these wells.

With assistance from a consulting engineer, bid plans and specification documents were prepared in June 2019. This will ensure that the well abandonment is in full compliance with the requirements of State Code Title 77: Public Health, Chapter I: Department of Public Health, Subchapter: Water and Sewage, Part 920 Water well Construction Code, Section 920.120 Abandoned Wells. In addition to the well, the station building and its contents along with site features are also to be removed or abandoned. The goal is to make the site suitable for a future use or sale.

Bids were advertised in late June and the Village received a sole bid by the opening date, July 10, 2019 as follows:

<u>Company</u>	<u>Proposed Cost</u>
Municipal Well & Pump (MWP)	\$198,185

Review of the bid by consultant engineer indicates the total bid cost exceeds the engineer's estimate of \$163,240.00 by over 20%. Detail check shows the higher cost for two bid items that are not reasonable:

1. Mobilization line item was well over the engineer's estimate, including \$10,000 for private utility disconnect from ComEd and NICOR, which is incorrect as Well #9 is public property.
2. Material & labor cost were also higher than the engineer's estimate by over 60%.

The engineer's recommendation is to reject the sole bid and immediately go out for a rebid. This will allow additional bidders to participate. Staff discussed the issue with a few plan holders and the feedback was that the demolition contractors needed more time to prepare bids than the current bid opening time frame allowed.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Request authorization to reject the sole bid for the abandonment of Well #9 and demolition of the above ground facility.



July 15, 2019

Haileng Xiao
Superintendent of Water & Sewer
Village of Hoffman Estates
Department of Public Works
2305 Pembroke Avenue
Hoffman Estates, IL 60169

Re: Well #9 Abandonment
Letter of Recommendation – Bid Award

Dear Mr. Xiao:

This letter is regarding the Bid Opening that was held for the subject project at the Village of Hoffman Estates, Village Hall on Wednesday, July 10, 2019 at 10:30 am. There was one (1) bid received, opened and publicly read. The bid received was from Municipal Well and Pump for \$198,185.00. The engineer's estimate is \$163,240.00. Copies of the opened Bid were provided to Burns & McDonnell for review for completeness and accuracy. The bid tabulation is attached.

We reviewed the bid and identified the bid items that were higher than anticipated. As such we contacted Municipal Well & Pump to review their bid to get a better understanding of what costs were included in their line item bids. In the Mobilization item they included a cost for private utility disconnect costs they are anticipating from ComEd and NICOR. The other bid item was the per cubic yard unit cost for the grout/cement for the well abandonment. The material cost was somewhat higher than expected but the largest impact on the unit cost was the labor cost for placing the cement/grout in the well. We also discussed schedule. Their intent was to abandon the well first which is approximately a three-week effort.

Our opinion is that the bid received is high. There are two options:

1. Award the bid as is and work with the contractor to minimize or eliminate the \$10,000 private utility abandonment/cutoff cost. This is possible since the facility is a public facility.
2. Reject all bids and immediately go out for a rebid. This probably will allow additional bidders to participate. It may or may not provide reduced bids.

Either option will still put the Village in a position to meet the intent of the original well abandonment schedule.

Our recommendation is to reject the bid, immediately rebid the project and contact IEPA and explain the circumstance.



Hailong Xiao
Village of Hoffman Estates
July 15, 2019
Page 2

We appreciate the opportunity to serve the Village of Hoffman Estates on this Project. Should you have any questions or require additional information, please feel free to contact me at cdunkelberg@burnsmcd.com or (630) 515-4633.

Sincerely,

A handwritten signature in black ink, appearing to read "Claus Dunkelberg".

Claus Dunkelberg, P.E.
Project Manager

Attachment: Bid Tab Summary

Wells of Northern Estates, Illinois

Well #3 Abandonment
BASE BID TABULATION

Wednesday, July 10, 2010

BASE BID: Well #3 Abandonment

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE OF PROPOSED COST		Village Well Services, Inc. ALL EQUIPMENT WITH & PUMP (Village) WI	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	MOBILIZATION	Unit Price	1	\$42,010.00	\$42,010.00	\$42,500.00	\$42,500.00
2	WELL EQUIPMENT RIGGING	Unit Price	1	\$11,010.00	\$11,010.00	\$11,000.00	\$11,000.00
3	WELL ABANDONMENT FILL - DRIFT/CLAY	CU YD.	35	\$40.00	\$1,400.00	\$40.00	\$1,400.00
4	WELL ABANDONMENT FILL - 1/2 DRAIN/UNESTONE	CU YD.	80	\$11.00	\$880.00	\$11.00	\$880.00
5	DISTRIBUTION & WELPWORK	MANHOLE	1	\$14,515.00	\$14,515.00	\$14,000.00	\$14,000.00
6	WELLHEAD DEMOLITION	SQUARE FT.	8	\$15,215.00	\$121,720.00	\$20,000.00	\$160,000.00
TOTAL BASE BID					\$183,280.00		\$186,180.00

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request authorization of Change Order #1 to the contract with BP&T Co., Mount Prospect, IL, in an amount not to exceed \$8,606 for additional work required on the Aster Lane Garage Storage Building Siding Replacement project.

MEETING DATE: July 22, 2019

COMMITTEE: Public Work & Utilities

FROM: Joseph Nebel, Director of Public Works
Paul Petrenko, Superintendent of Facilities and Arena Maintenance

PURPOSE: To cover additional building repairs and close the contract with BP&T Co.

BACKGROUND: On February 4, 2019 the Village Board approved the contract for the Public Works Aster Lane Garage Storage Building Siding Replacement with BP&T Co. in a total amount not to exceed \$39,700.00. The summary of work included replacing the veneer (faux) brick which had failed in some areas, was falling off of the building and which required a complete tear-off and replacement. New insulated vinyl Board and Batten siding was chosen to be installed on all four elevations.

DISCUSSION: Once the faux brick removal began, many sections of the underlying plywood and studs were discovered to be water damaged and rotted. This needed to be replaced in order to provide structural support and a sound surface in which to fasten the building wrap and siding materials to. BP&T carefully documented all replacement requests with pictures, and staff verified lumber unit quantities and labor costs as stipulated in their bid proposal form before authorizing the additional work. Due to the extent of the water infiltration and damages, the cost of lumber replacement and labor to install it totaled \$8,606.00.

FINANCIAL IMPACT: Funding for this project is from Water Department bond money. There is sufficient bond fund to cover Change Order #1 in a total amount of \$8,606.00 in addition to the existing contract amount \$39,700.00.

RECOMMEDATION: Request authorization of Change Order #1 to the contract with BP&T Co., Mount Prospect, IL in an amount not to exceed \$8,606 for additional work required on the Aster Lane Garage Storage Building Siding Replacement project.



**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request approval of Change Order #1 to the contract with A Lamp Concrete Contractors, Inc. of Schaumburg, IL for the Oakmont Road Storm Sewer Replacement Project in the amount of \$11,153 for a total not to exceed \$565,540.

MEETING DATE: July 22, 2019

COMMITTEE: Public Works & Utilities

FROM: Alan Wenderski

PURPOSE: Request approval of Change Order #1 for the Oakmont Road Storm Sewer Replacement Project.

BACKGROUND: The West Berkley Lane Storm Sewer Replacement Project was awarded to A Lamp Concrete Contractors. The awarded contract amount was \$554,387 and all work has now been completed and inspected. The project was fully funded with Stormwater Utility Fee revenues.

DISCUSSION: In order to facilitate the installation of the new storm sewer pipe, additional quantity of apron, sidewalk, curb & gutter removal and replacement was required beyond the amount estimated. All additional quantity was completed utilizing the low bid contract unit prices.

All work is now is complete and the not to exceed cost of \$565,540 represents the final contract cost. These changes were not reasonably foreseeable at the time of bid and are germane to the original contract.

See Table 1 below for a summary of total project costs.

Table 1 – Total Project Costs

Item	
Oakmont Road Storm Sewer Replacement Budget	\$565,000
Final Construction Cost (incl./ Change Order #1)	\$565,540
Final Engineering (Chastain & Associates)	\$10,385
Total Over Budgeted Amount	\$10,925

FINANCIAL IMPACT:

\$565,000 was budgeted from the Stormwater Management Fund for the Oakmont Road Storm Sewer Replacement Project. Final project costs, including construction and engineering total \$575,925 which is \$10,925 over the budgeted amount. Sufficient balance is available within the Stormwater Management fund to cover the \$10,925 over budget amount.

RECOMMENDATION:

Request approval of Change Order #1 to the contract with A Lamp Concrete Contractors, Inc. of Schaumburg, IL for the Oakmont Road Storm Sewer Replacement Project in the amount of \$11,153 for a total not to exceed \$565,540.

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request approval of:
a) Change Order #1 to the contract with Prime Construction, Inc. of Hampshire, IL for the 2018 Drainage Improvements Project in the amount of \$7,757.
b) Change Order #2 to the contract with Prime Construction, Inc. of Hampshire, IL for the 2018 Drainage Improvements Project in the amount of \$4,700.

MEETING DATE: July 22, 2019

COMMITTEE: Public Works & Utilities

FROM: Alan Wenderski

PURPOSE: Request approval of Change Orders for the 2018 Drainage Improvements Project.

BACKGROUND: The 2018 Drainage Improvements Project was awarded to Prime Construction in the amount of \$78,860. The project included drainage improvements at seven locations.

DISCUSSION: *Change Order #1*
Change Order #1 represents an increase of work quantities at the Northview and Crimson locations. The total cost for Change Order #1 is \$7,757 and represents a final cost for completion of all planned work at the seven locations. This work has been completed and a summary of the justification for the additional costs is provided below.

Northview – Approximately \$5,500

Field conditions warranted an increase in quantity from the estimated amount for the retaining wall construction. Also during construction of the retaining wall an unforeseen conflict with an AT&T underground cable required additional labor costs to expose relocate. Both contract additions increased costs by approximately \$5,500 at this location.

Crimson – Approximately \$2,200

Field conditions warranted an increase in quantity for grading, sidewalk removal and replacement, and grading that resulted in increased costs of approximately \$2,200.

DISCUSSION continued***Change Order #2***

The drainage improvements at the Crimson location successfully improved the overland flow route which will significantly decrease roadway ponding at this location during heavy rainfall events. This spring it was brought to the Village's attention through a resident inquiry that there is a continual flow of water on a portion of the sidewalk within the overland flow route that creates a constant nuisance. This sidewalk is used by area residents to access the amenities of Huntington Park and South Ridge Park. Upon field inspections and discussions with Park District staff it was determined that there was no deficiency with the completed work at this location but that a combination of a small obstruction in the downstream swale and continuous concentrated flow from downspouts and sump pump discharges from two adjacent properties contribute to the nuisance.

While the Park District has completed minor improvements to the downstream drainage swale the nuisance will not be fully corrected without additional underdrain installed at the location of the downspout and sump pump discharges. Prime Construction is available to complete this additional work using the unit prices of the 2018 Drainage Improvement Project for the cost of \$4,700. Other than the Park District's minor grading improvements, no additional work has been completed at this location pending approval of the Change Order.

FINANCIAL IMPACT:

\$160,000 was budgeted from the Stormwater Management Fund for the 2018 Drainage Improvements Project, which included \$60,000 for Drainage Improvements and \$100,000 for overland flow improvements at the Northview and Crimson locations. The total costs to the contract for Change Order #1 and Change Order #2 would be \$12,457. As the awarded contract amount was \$78,860, the new total not to exceed contract cost would be \$91,317 inclusive of both Change Orders. Final costs would remain substantially under budget.

RECOMMENDATION:

Request approval of:

- a) Change Order #1 to the contract with Prime Construction, Inc. of Hampshire, IL for the 2018 Drainage Improvements Project in the amount of \$7,757.
- b) Change Order #2 to the contract with Prime Construction, Inc. of Hampshire, IL for the 2018 Drainage Improvements Project in the amount of \$4,700.

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request authorization to extend 2017 contract for 2019-2020 Janitorial Maintenance Service for: Village Hall, Police Station, Susan Kenley-Rupnow Public Works Center and the Fleet Services facility to Eco Clean Maintenance Inc., Elmhurst, IL, for total contract monthly fee of \$4,941.00, total contract amount not to exceed \$59,292.00.

MEETING DATE: July 22, 2019

COMMITTEE: Public Works & Utilities

FROM: Joseph Nebel, Director of Public Works
Paul Petrenko, Superintendent of Facilities and Arena Maintenance

PURPOSE: Janitorial maintenance services for Village Hall, Police Department, Public Works, Fleet Services, and Fire Station #24 facilities for the period August 1, 2019 through July 31, 2020.

BACKGROUND: The current contract for the janitorial maintenance on the Village Hall, Police Department, Susan Kenley-Rupnow Public Works Center, Vehicle Maintenance Building and Fire Station 24 was based on the evaluation of an RFP issued on June 5, 2017. The Village received proposals from six firms.

Only four of the competing firms were priced within our budget range. The rest, while highly qualified, were eliminated from consideration largely due to cost considerations.

Eco Clean Maintenance Inc. was recommended due to their overall qualifications, their green experience and low cost. The Village Board approved the contract award on July 7, 2017.

The Village has the option to extend the contract annually for an additional 1 year if the current services that are being provided are determined to be acceptable as well.

DISCUSSION: Although their lack of proper supervision has needed to be addressed occasionally, there were only a few complaints related to cleaning service levels, as the cleaning crew are very familiar with the Village's cleaning standards and expectations. The number of cleaning exceptions has been minimal and is currently viewed by staff to be at a satisfactory level for all four Village facilities.

DISCUSSION:

Cleaning levels are monitored by staff to determine whether any corrections are needed. Any problems that have occasionally surfaced have been resolved expediently and to our satisfaction. The use of green products has also had a measurable impact on the quality of cleaning and the environmental sustainability of our facilities. The contract includes additional periodic cleaning services at Fire Station #24 of the public space and the EOC following public usage.

Based on the satisfactory performance of the current cleaning contractor, it is recommended that the janitorial contract is extended for the 3rd year of the 3 year option.

FINANCIAL IMPACT:

- \$70,500 Annual budget for FY2019 routine janitorial services for the Village Hall, Police Department, Susan Kenley-Rupnow Public Works Center & Vehicle Maintenance Building
- \$59,292 Annual amount of RFP contract for 2019-2020 service year excluding extras (\$4,941 Monthly)
- \$8,000 Balance for extra cleaning services as needed (see explanation below)

Authorization is requested to utilize the additional \$10,204 as allocated in the 2019 budget for special cleaning services as needed. This includes window washing, special floor cleaning, waxing, carpet cleaning, fixture cleaning, Sunderlage Farm, Fire Station #24 EOC/Training and Public Meeting Room cleaning.

RECOMMENDATION:

Request authorization to extend 2017 contract for 2019-2020 Janitorial Maintenance Service for: Village Hall, Police Station, Susan Kenley-Rupnow Public Works Center and the Fleet Services facility to Eco Clean Maintenance Inc., Elmhurst, IL for a total contract monthly fee of \$4,941.00, total contract amount not to exceed \$59,292.00.

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request authorization to extend 2017 contract for 2019 Contracted Branch/Brush Pickup Program to Trees “R” Us, Inc., Wauconda, IL, in an amount not to exceed \$30,000.

MEETING DATE: July 22, 2019

COMMITTEE: Public Works & Utilities

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

PURPOSE: Extend current contract for 2019 Branch/Brush Pickup Program.

BACKGROUND: This is an annually budgeted program, the department provides a spring and fall brush pickup service to residents of the village. The program is manned through a combination of in-house staff as well as contractual assistance. This additional assistance has proven to offset the the need for additional public works staff. This keeps part of the department staff available to address regularly assigned duties or emergencies that may occur.

DISCUSSION: On August 3, 2017 three (3) bids were opened and staff began an evaluation process. After reviewing the bids it was determined that Trees “R” Us, Inc., had submitted the lowest bid and all contacts provided positive feedback regarding the company’s performance. Trees “R” Us satisfactorily performed brush pick up work for the Village in 2017 and 2018. As a result, Village staff is recommending to utilize the firm again with this requested contract extension for 2019.

A comparison/tabulation of the three (3) bid proposals is attached.

FINANCIAL IMPACT:

The Village reserved the right to change, add or delete quantities of hours to be utilized. This quantity is conditioned upon the total amount of funds budgeted for the program each fiscal year as well as the amount of material that is set out for pick up.

Given our ability to control the quantity of hours the contractor will be utilized, staff can cause the contract sum to be equal the available funding. Based on specifications requirements, bidders submitted prices per hour to be worked as indicated on the attached tabulation form.

Funding for this year's Brush/Branch Pickup program is supported by \$30,000, budgeted within the Street Division Forestry & Grounds Program.

Quantities for the Fall Pickup Program are anticipated to be in the area of 2,650 total pickups generating 1,350 yards of material and requiring a total of 1,100 man hours to complete. This data is based on the averages experienced for the last five years of the program.

RECOMMENDATION:

Request authorization to extend 2017 contract for 2019 Contracted Branch/Brush Pickup Program to Trees "R" Us, Inc., Wauconda, IL, in an amount not to exceed \$30,000.

VILLAGE OF HOFFMAN ESTATES
DEPARTMENT OF PUBLIC WORKS
TABULATION OF BIDS FOR

Bid Opening Date: August 3, 2017
Time: 10:00 AM
Attended by: Nick Lachowski

Contracted Branch / Brush Pickup Program

Firm:	Winkler's Tree & Landscape Inc. La Grange Park, IL 706-544-1218	Kramer Tree Specialists, Inc West Chicago, IL 630-293-8444	Trees "R" Us Inc. Wauconda, IL 847-913-9069
Bid Deposit:	bond	bond	check
Amount of Deposit Received:	\$1,000.00	\$1,000.00	\$1,000.00
Bid Certification Form Notarized:	Yes	Yes	Yes
Substance Abuse Prevention Certificate:	Yes	Yes	Yes
References Provided:	Yes	Yes	Yes
Items	Unit Price	Unit Price	Unit Price
*2017 Season Cost Per Hour Equipment And Personnel	\$349.00	\$326.00	\$265.00
*2018 Season Cost Per Hour Equipment And Personnel	\$348.00	\$332.52	\$285.00
*2019 Season Cost Per Hour Equipment And Personnel	\$348.00	\$339.17	\$300.00
Total Bid	\$1,047.00	\$897.89	\$850.00

* Indicates possible bid extension

Nick Lackowski

From: Bill Thompson <bill@treesrusinc.com>
Sent: Thursday, June 27, 2019 6:27 AM
To: Nick Lackowski
Subject: Re: 2019 Fall Brush Pick up program

Nick

We can commit trucks to your brush pick up program this year for those dates. We discussed and checked against timing of our other contracts and it fits into our scheduling. I have added the dates to my logistics calendar.

Regards

Bill

William M. Thompson
Trees "R" Us Inc
Logistics/Safety Manager
Arborist Cert# IL-5022A
CTSP Cert# 1737
Cell 847-660-0594

On 2019-06-27 05:18, Nick Lackowski wrote:

Bill,

Can you please respond so we can start the board approval process?

Thanks

From: Nick Lackowski
Sent: Monday, June 24, 2019 9:17 AM
To: Bill Thompson <bill@treesrusinc.com>
Cc: Kelly Kerr <Kelly.Kerr@Hoffmanestates.org>; Joe Capiga <Joe.Capiga@hoffmanestates.org>
Subject: 2019 Fall Brush Pick up program

Good morning Bill

Reaching out this morning to confirm that we will have you back as our brush pick up provider for The fall. Please respond by confirming that you agree to be back to provide services consistent the 2019 season bid pricing. Our budget for the program is \$30,000.00. It is very important that we have you in town during the beginning days of the week (be of the scheduled program). Per our phone conversation we reached an agreement that you will be available. Please confirm that as well. The schedule for our Fall pick up is as follows.

Week #1 09/23/2019 – 09/28/2019 (Mandatory Days- Monday, Tuesday, Wednesday)

Week #2 09/30/2019 – 10/4/2019 (Mandatory Days- Monday, Tuesday, Wednesday)

Week # 3 10/7/2019 – 10/11/2019 (Mandatory Days- Monday, Tuesday)

Week #4 10/14/2019 – 10/18/2019 (Mandatory Days- Monday, Tuesday)

Thank you



PUBLIC WORKS

Nick Lachowski
Village Forester
Forestry & Grounds Supervisor
Hoffman Estates Department of Public
Works
2305 Pembroke Ave Hoffman Estates Il
60169
Office (847)490-6800

Scheduled Benefit time 7/1/2019 – 7/3/2019

Scheduled Benefit time 7/19/2019 –
7/26/2019

Training IPSI 10/7/2019 – 10/11/2019

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Discussion Regarding Color Selection and Costs Related to the Stonington Water Tower (T-2) Painting Project.

MEETING DATE: July 22, 2019

COMMITTEE: Public Works and Utilities

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

PURPOSE: To discuss color selection and associated costs for Stonington Water Tower (T-2) Painting Project scheduled for 2019/2020.

BACKGROUND: T-2, located at 2150 Stonington Avenue, was built in 1971 by Chicago Bridge and Iron Company (CBI). The tank has a capacity of 400,000 gallon in its spheroid elevated storage. A thorough inspection of the tank was done in March 2016. The report indicated spot coating failures to the substrate, with rust bleed through the tower's basebell, riser, in addition to roof and coating deterioration at the open lap seams. The engineer recommended both exterior and interior painting and itemized repair and improvements on the tower. The project is part of the Village's Capital Improvements Program. Due to the project eligibility for State infrastructure financial assistance, staff, with assistance from a consulting engineer, 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 project cost. During the process of preparing plans and bid documents for both T-2 and Huntington Water Tower (T-4), questions were raised regarding the Village's choice of paint color and font, style and orientation of the Village's name. Staff made three presentations to facilitate the Village Board's decision: Two-tone color with a "tank white" base color, a "blue" laurel design and "blue" painted ¼ section of the bowl bottom. It also includes a "blue"

BACKGROUND continued

painted offset stripe around the top section of the bowl and “Hoffman Estates” text on opposite tank sides as shown in the following computer rendering:

**DISCUSSION:**

When discussing the color choices with the consultant engineer, staff was not made aware of the fact the new color comes only in epoxy coating. This was an oversight. As a result this was not brought to the attention of the Public Works Committee during the tower color selection process. The selected color choice in an epoxy coating would not work on the exterior of T-2's existing aluminum base coat. In summary, only an aluminum coating can overcoat the existing aluminum coating on T-2. Aluminum base paint only comes in gray, green and blue metallic looking colors.

Further explanation of why the new color in epoxy does not work on aluminum base coat is as follows:

The Stonington Tower (T-2) has an aluminum-based coating and aluminum is a metal. All metals corrode and aluminum forms aluminum oxide on the surface. This oxide can be scrubbed off with soap and water but not with high pressure water. If a new aluminum coat is applied over the old coat, the new aluminum coat would absorb the oxide and not cause a problem. This chemical bond does not happen with other coatings. Therefore, removal of the aluminum coat by an abrasive blast with containment would be necessary to use an epoxy coat. Many aluminum coats are a flake aluminum. The mica thin flakes make the coating so smooth nothing else will bond to it.

Testing of the existing aluminum base paint sample collected at T-2 indicates presence of trace amount of heavy metals such as lead and Chromium. Although such trace presence locked in the exterior base paint, with no contact with water in the tank, is harmless, removal of the existing aluminum base coat by abrasive blasting in complete containment is an elimination of the future mitigation of the exterior coating.

DISCUSSION continued

For T-4, the selection of a new paint color has minimal impact on the project cost as the draft bid document already required removal of the all existing aluminum base coat. The draft specifications for T-2 painting specified only an overcoat paint according to 2016's inspection. The paint of new color would require the specifications be revised to include removal of the existing aluminum base coat by abrasive blasting in complete containment. As a result, the engineering estimated project cost would increase by approximately \$100,000 for exterior blasting, containment and remediation work related to the current exterior coating.

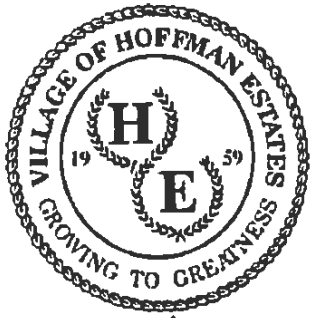
Staff considers revision of specifications for painting the new color/scheme to not only help to create an ecstastically appealing appearance but also makes prudent practice for future long-term maintenance of the tower. This coating will be required to be removed at some point in the future and it is anticipated that the cost of this removal will only escalate over time.

FINANCIAL IMPACT:

The non-aluminum paint/color on T-2 will likely increase the cost of the project by approximately \$100,000.

RECOMMENDATION:

Discussion Regarding Color Selection and Costs Related to the Stonington Water Tower (T-2) Painting Project.



VILLAGE OF HOFFMAN ESTATES

DEPARTMENT OF PUBLIC WORKS

June 2019 MONTHLY REPORT

SUBMITTED TO: Public Works Committee

July 2019


Joseph Nebel

Director of Public Works


Kelly Kerr

Assistant Director of Public Works

MAJOR PROJECT STATUS

MWRD IICP Engineering

On July 2, 2018 the Village Board approved a contract with Baxter & Woodman Consulting Engineers for engineering and field services required for compliance with MWRD' Infiltration/Inflow Control Program (IICP). The services will cover the following areas:

1. Conduct a prioritized condition assessment of high risk public sanitary sewer system infrastructure through various inspection and testing methods.
2. Begin rehabilitation of major defects within three years of identification.
3. Utilize inspections to catalog illegal connections in high risk areas for disconnection in Private Sector Program (PSP).
4. Develop and implement a Private Sector Program (PSP).
5. Develop and submit annual reports under the Short Term Requirements and Long Term Operation and Maintenance Program (LTOMP)

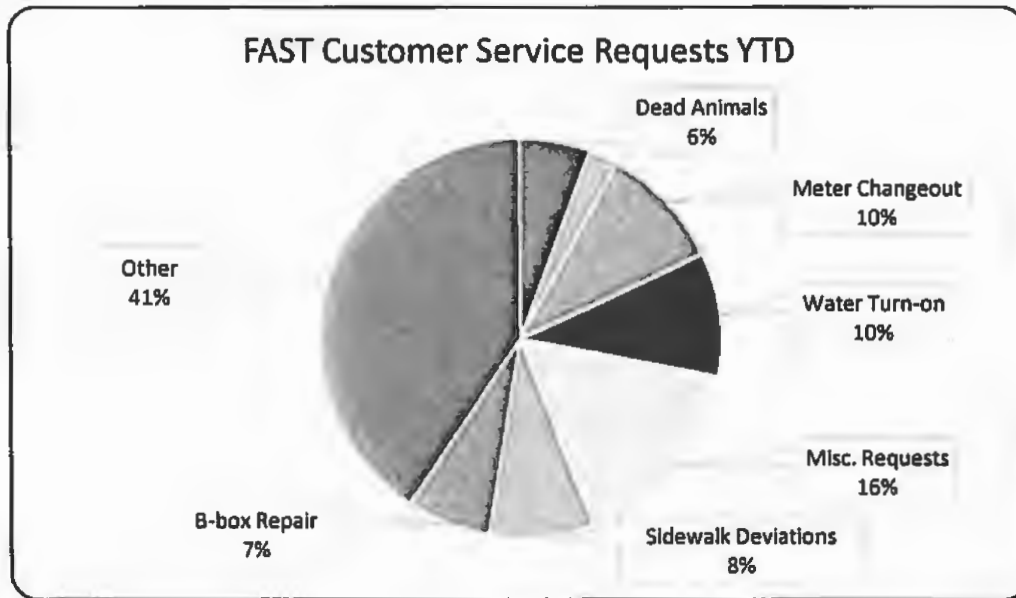
Project Kick off meeting was held on August 8, 2018 with planning of the immediate task of smoke testing of all sanitary sewer in high risk areas, which was completed in October, 2018 and covered all High Risk Areas (12 sub-basins with a total of 133,133 feet of sewer mains) per MWRD standards. Review of the final report is completed and 4 areas have been identified for further dye water testing to determine point of source of infiltration and inflow into the sanitary sewer system. Camera inspection of remaining 173 manholes. By the end of May 2019, all manholes in High Risk Areas is complete inspection is complete. Plans are being prepared for dye water testing in June to locate point sources of infiltration and inflow. Annual compliance report to MWRD is complete. A list of critical sewer repairs has been submitted for approval with planned work to start in October. Documents for the Private Sector Program (PSP) and the Long Term Operation and Maintenance Program (LTOMP) have been submitted to MWRD.

Customer Services

Fast Action Service Team (FAST):

1. Continued addressing parkway restoration list;
2. Began coordinating salt dome roller replacement project.

Fast Action Service Team (FAST)												
Customer Service Requests												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
116	106	159	206	210	251							1048



Customer Service Team:

1. Installed 2" compound meter at Hilldale Condo Association building;
2. Installed 4" UME at Bombay Chopstick.

Customer Service Team												
Water Billing - Customer Service Appointments												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
40	45	63	56	68	47							319
Finance-generated Water Meter Readings												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
233	411	296	349	280	271							1840
Delinquent Water Accounts												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
139	106	115	107	88	101							656
New Construction Inspections												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
8	6	4	4	5	5							32

Customer Service Requests - Gov Q&A/Meter Repairs												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
19	34	32	21	43	20							169
Siding Permit Inspections												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
0	0	0	0	0	0							0
B-box Repairs												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
0	2	4	1	0	2							9
MIU Installations/Replacements												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
16	15	43	18	15	36							143

Utility Locates Team:

1. Continued program to locate b-boxes not currently located within system;
2. Provided water and sanitary sewer service line locates for Alhambra sanitary sewer reconstruction project;
3. Assisted with locates for the 2019 road reconstruction program.

Utility Locates Team												
JULIE Locates												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
176	172	677	800	889	746							3460
Emergency JULIE Locates												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
9	14	23	42	47	52							187
Utility Joint Meets												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
4	3	6	5	7	9							34

Facilities

1. Installed memorial bench for Police Department;
2. Installed fan motor on cooling tower #1 at Village Hall.

Facilities												
Preventative Maintenance Program - staff hours												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
98	102	112	116	106	91							625

Fleet Services

Fleet Services												
Preventative Maintenance Program - Number of Repairs												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
19	22	22	29	17	20							129
Vehicles Sent for Warranty Repair												

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
3	3	2	4	7	2							21

Forestry

1. Continued assisting Engineering with Arizona Boulevard tree removals;
2. Performed storm damage clean up;
3. Performed bush trimming at various location.

Forestry												
Customer Service Requests												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
11	9	20	28	66	82							216

Maintenance & Construction

Storm Sewer Team:

1. Began major repair of Algonquin Road storm sewer pipe;
2. Performed creek line cleaning in Western Development Area.

Storm Sewer Team												
Feet of Storm Sewer Flushed												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2,390	1,940	2,907	970	540	200							8,947
Catch Basin Rebuilds												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
0	0	0	4	4	5							13

Construction/Maintenance Team:

- 1) Performed in-house leak detection with Gutermann equipment.

Construction/Maintenance Team												
B-box Repair/Replacement												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1	4	9	4	3	12							33
Hydrant Replacement												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1	0	0	2	1	2							6
Valve Repair/Replacement												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1	1	2	1	2	3							10
Water Main/Service Line Leak Repairs												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2	3	4	3	2	2							16

Traffic Operations

Pavement Maintenance Team:

1. Coordinated monthly tailgate, JSA, and fork lift training and audiogram testing;
2. Conducted hot patch asphalt repairs at water excavation sites and for MFT street revitalization project;
3. Coordinated pavement striping contractor program.

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	14.0	29.0	37.0							80.0
Tons of Cold Asphalt Installed												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
7.0	19.5	14.5	5.5	4.0	5.5							56.0

Sign Team:

1. Performed type-I and type-II sign reposting on Fox Path Lane, Foltz Drive, Della Drive, and McCormack Drive.
2. Fabricated and installed memorial cross for Police Department;
3. Cut and assemble (14) smoking limitation signs for Village Green;
4. Assembled (6) signs for Fourth Fest activities;
5. Mounted type-III barricade hangers at Public Works Center.

Sign Team												
Repaired/Replaced Signs												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
20	12	24	14	11	4							85
Signs Fabricated and Installed												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
40	100	167	150	80	134							671

Street Light Team:

1. Located street light cables at Sears Centre Arena parking lot and assisted with ground fault;
2. Repaired lights at well #9 and Abbey Wood pumping station;
3. Notified ComEd of (1) light out under their jurisdiction.

Street Light Team												
Customer Service Requests												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
13	7	12	6	6	9							53
Street Lights Repaired												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
27	18	31	15	40	79							210

Water Operations**Operations Team:**

1. Completed valve replacement and bypass installation at Moon Lake lift station;
2. Provided exploratory digging at Moon Lake lift station for future grinder installation;

3. Required leads on Carling lift station pump #1 from starter to motor head;
4. Flushed Carling lift station force main;
5. Provided wiring assistance at Police Department EOC.

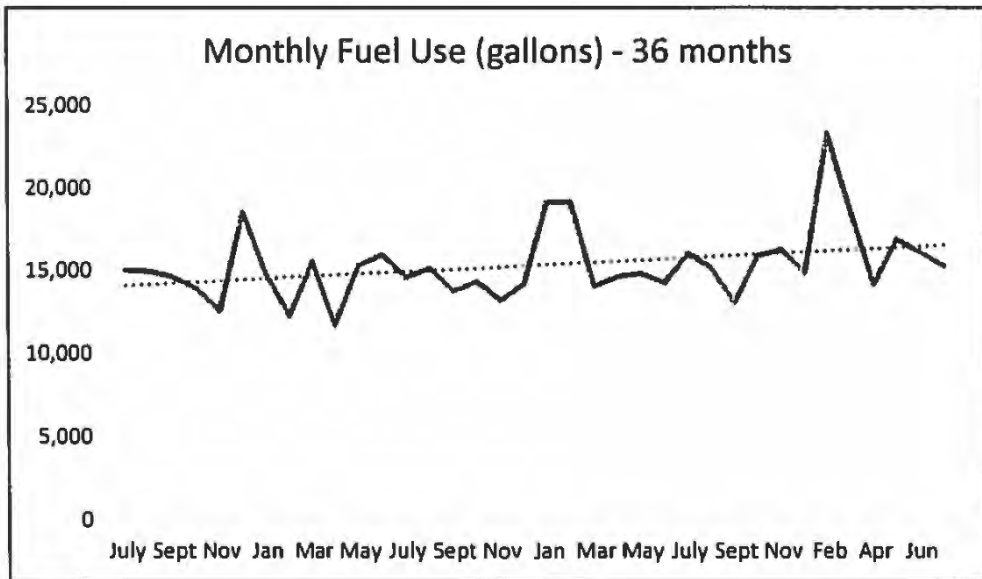
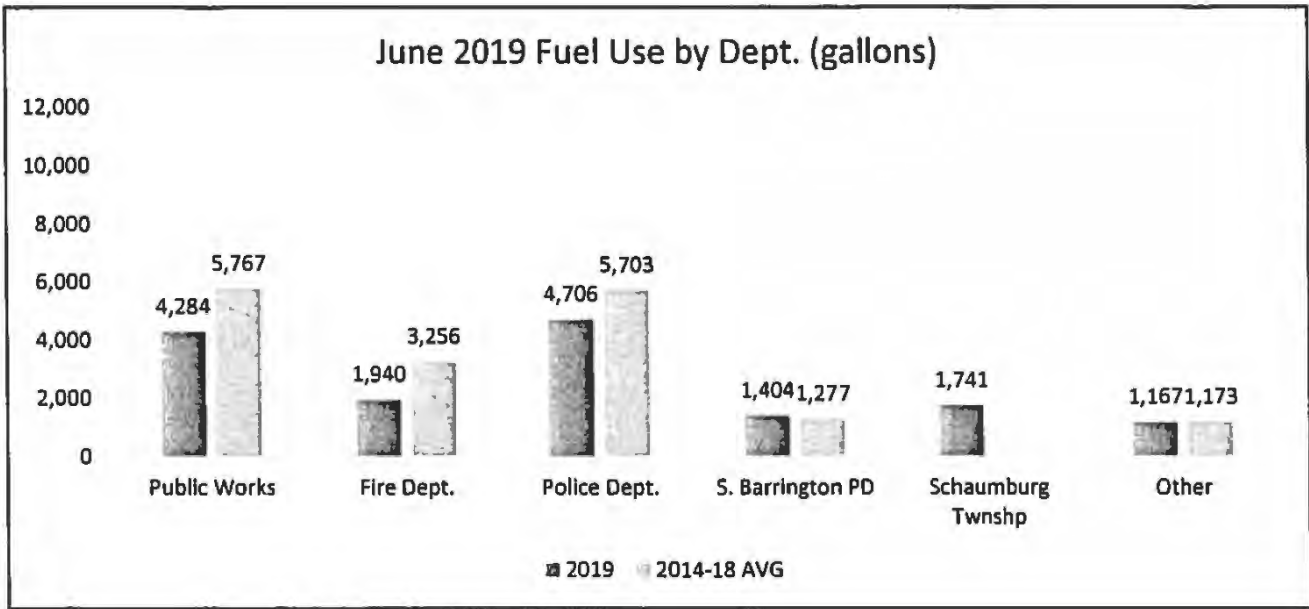
Operations Team												
Resident Water Quality Tests												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1	0	2	1	1	0							5

Sanitary Sewer Flow Management Team:

1. Assisted with televising of sanitary sewers on Avondale and Alhambra;
2. Assisted with sanitary sewer valve installation at Moon Lake lift station.

Sanitary Sewer Flow Management Team												
Sewer Lines Flushed (feet)												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
3,337	0	5,254	350	1,168	1,372							11,481
Sanitary Main Inspections (feet)												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
0	355	4,747	3,965	394	282							9,743

Fuel Use Report



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

Attached is the Monthly Engineering Report of the Transportation and Engineering Division in the Department of Development Services for the period ending July 19, 2019.



Alan Wenderski, P.E.
Village Engineer

MISCELLANEOUS

Summary of miscellaneous items:

- 72 permit inspections
- 21 residential drainage investigations (3 for AI, Oscar add additional)
 - 1 related surveys
- 1 floodplain inquiry
- Assisted with 5 FOIA requests
- Pavement Condition Ratings 100% complete
- Reviewed permits for:
 - 6 – Drainage
 - 5 – Parking Lot
 - 2 – Patio
 - 1 – Single-Family Residential
- Plan/permit review related to residential development:
 - 2 – Permit Plats
 - 9 – Top of Foundation
 - 5 – Final Grading
 - 17 – Certificates of Occupancy

PROJECT STATUS

VILLAGE PROJECTS	
PROJECT NAME	DESCRIPTION
2019 Drainage Project	Preliminary design ongoing. Locations to be selected after Stormwater Management Committee and Public Works & Utilities Committee August meetings. Village Project Manager: Shelley Walenga
2019 Preventative Maintenance Project	Preliminary design ongoing. Project to included crack sealing, surface patching, and seal coating. Village Project Manager: Shelley Walenga
2019 Street Revitalization Project	See attached for current project status/schedule. Village Project Manager: Andy LoBosco
Almond/Audubon Culvert Replacement	Design work ongoing. Target bid opening in early fall and late fall construction. Chastain serving as design engineer. Village Project Manager: Shelley Walenga
Prairie Stone Stormwater Management Plan	Contract with V-3 to revise/update the 2004 Prairie Stone Stormwater Management Plan. Met with MWRD to discuss future permitting requirements within Prairie Stone on May 20 th . Updating of current model ongoing by V-3. Village Project Manager: Alan Wenderski

VILLAGE PROJECTS	
PROJECT NAME	DESCRIPTION
Stonegate Pond Basin	Work complete. W-T reviewing as-built pond grading. W-T Group serving as construction engineer. Village Project Manager: Alan Wenderski

COMMERCIAL PROJECTS	
PROJECT NAME	DESCRIPTION
Adesa Auto Auction 5407 Trillium Boulevard	Remaining punch list items to be completed in spring 2019 prior to public acceptance. Village Project Manager: Terry White
Aldi 375 West Higgins Road	Work complete. Awaiting as-built drawings. Village Project Manager: Terry White
Buona Beef 2250-2360 West Higgins Road	Approved by Village Board on February 25 th . Prior to start of work, awaiting issuance of MWRD permit and project guarantee. Village Project Manager: Alan Wenderski
Bystronic/Eagle Way Extension 2200 Central Road	Site mass grading ongoing. Underground utility construction scheduled to resume in July. Installation of precast walls has started. Village Project Manager: Terry White
Greenspoint Amenities 2800 West Higgins Road 2300 Barrington Road	Exterior site improvements. Approved by Village Board on June 17 th . Awaiting engineer's estimate for project guarantee. Village Project Manager: Alan Wenderski
Hoffman Plaza Higgins and Roselle	Completion of detention basin improvements from Phase I schedule to be completed by end of summer. Awaiting engineer's estimate for project guarantee submittal for Outlot 4. Village Project Manager: Alan Wenderski / Terry White
Holiday Inn Express 5235 Prairie Stone Parkway	Building work ongoing. Village Project Manager: Terry White
Mercedes-Benz of Hoffman Estates 1000 West Golf Road	Front parking lot/sidewalk improvement project. Project guarantee received. Preconstruction meeting scheduled. Village Project Manager: Terry White
Shell – Ricky Rocket's 2590 West Golf Road	Building work ongoing. Sidewalk, curb & gutter, and pavement work ongoing. Village Project Manager: Terry White
Schaumburg Township Parking Lot Expansion 1 Illinois Boulevard	Site work ongoing. Storm sewer installation complete. Curb & gutter complete. Parking lot stone base installed and graded. Village Project Manager: Terry White

RESIDENTIAL PROJECTS	
PROJECT NAME	DESCRIPTION
Amber Meadows NE Corner of Essex Drive and Beacon Pointe Drive	Home building ongoing. Exterior work on temporary occupancy lots continues. Village Project Manager: Terry White
Bergman Pointe NW Corner of Ela Road and Algonquin Road	Home building ongoing. Signal modifications at Ela/Algonquin substantially complete. Final inspection for public improvements requested. Village Project Manager: Terry White
Devonshire Woods SW Corner of Shoe Factory Road and Essex Drive	Home building ongoing. Exterior work on temporary occupancy lots continues. Final inspection for subdivision acceptance is ongoing. Village Project Manager: Terry White

2019 Street Revitalization Project Schedule Update: (July 12, 2019)

RECONSTRUCTION STREETS	Start Date ¹	Pre-Construction			Construction													Landscaping		Percent Complete
		Layout	Tree Root Pruning	Sawcutting	Concrete Removal	Asphalt Removal	Earth Excavation	Sub base Backfill	Storm Sewer	Curb & Gutter	Driveway Aprons	Sidewalks	Fine Grading	Asphalt Binder	Asphalt Surface	Striping	Backfill Topsoil	Sod & Seed		
1. ALHAMBRA LANE Ashland St to Arizona Blvd	8/19/2019																			
2. AVONDALE LANE Alhambra Ln to Almond Ln	8/19/2019																			
3. HASSELL DRIVE Hassell Rd to End of Street	9/3/2019																			
4. LAFLEUR LANE Brittany Ln to Freeman Rd	8/5/2019																			
													Completed			In Progress				

¹Tentative / Actual

Definition of Construction Steps:

- Layout: Village engineers evaluate existing conditions, determine removals, and complete construction staking.
- Tree Root Pruning: A circular saw machine cuts tree roots to reduce damage to the tree during construction.
- Saw Cutting: A circular saw machine cuts the concrete and asphalt at construction joints.
- Concrete Removal: The contractor removes existing sidewalk, curb and gutter, and driveway aprons that will be replaced.
- Asphalt Removal: The contractor either uses a backhoe or milling machine to remove existing asphalt layers.
- Earth Excavation: Removal of the all materials located below the existing road to a stabilized subgrade.
- Sub base Backfill: The installation of stone to a depth of 8"-12" with a layer of geotextile fabric.
- Storm Sewer: Repair and replacement of existing storm sewer structures and pipes.
- Curb & Gutter: The installation of concrete curb & gutter utilizing mechanical equipment or hand tools.
- Driveway Aprons: The replacement of asphalt and concrete driveway aprons.
- Sidewalks: The replacement of concrete public sidewalks.
- Fine Grading: The shaping of the stone sub base to ensure drainage, compaction, and elevation.
- Asphalt Binder: The first layer of asphalt
- Asphalt Patching: Repair of localized pavement failures on resurfacing streets.
- Asphalt Surface: The final layer of asphalt.
- Striping: Completion of permanent pavement striping.
- Backfill Topsoil: Placement of topsoil to areas that have been disturbed during construction.
- Sod & Seed: Placement of sod and seed to areas that have been disturbed during construction.

2019 Street Revitalization Project Schedule Update: (July 12, 2019)

RESURFACING STREETS	Start Date ¹	Pre-Construction		Construction										Landscaping		Percent Complete	
		Layout	Sawcutting	Concrete Removal	Asphalt Removal	Storm Sewer	Curb & Gutter	Driveway Aprons	Sidewalks	Asphalt Binder	Asphalt Patching	Asphalt Surface	Striping	Backfill Topsoil	Sod & Seed		
1. ANGOULEME LANE Bison Ln to Rohrssen Rd	5/20/2019							n/a				n/a					100%
2. ANJOU LANE Versailles Rd to Picardy Ln	7/29/2019																
3. APPLE STREET Higgins Rd to Golf Rd	9/2/2019																
4. ATLANTIC AVENUE Bode Rd to Pacific Ave	5/23/2019											n/a					100%
5. BAYSIDE COURT W Bayside Cir to End of Street	10/14/2019																
6. BERKLEY LN W Washington Blvd to Spring Mill Dr	6/24/2019											n/a					64%
7. BORDEAUX DRIVE Versailles Rd to Charlemagne Dr	8/12/2019																
8. BUCKTHORN DRIVE Huntington Blvd to Lombardy Ln	10/21/2019																
9. BULRUSH DRIVE Sweetflower Dr to Harmon Blvd	6/11/2019											n/a					82%
10. CLOVER LANE Old Timber Ln to Sunflower Ln	10/21/2019																
11. COLONY LANE Firestone Dr to Lexington Dr	7/18/2019																
12. CRANSHIRE COURT Regent Dr to End of Street	7/15/2019																
13. FOX PATH LANE Rohrssen Rd to Mallard Ln	5/20/2019									n/a		n/a					100%
14. FREEMAN ROAD Mumford Dr to Park Ln	9/30/2019																
15. GREENSPOINT PARKWAY Higgins Rd to Higgins Rd	9/16/2019																
16. HARRISON LANE Firestone Dr to Winston Dr	7/22/2019																
17. LEATHERLEAF LANE Alder Dr (N) to Whispering Trails Dr	8/5/2019																
18. MOHAVE STREET Illinois Blvd to Lincoln St	8/26/2019																
19. NANTUCKET COURT Stone Harbor Dr to End of Street	10/14/2019																
¹ Tentative / Actual																	
All resurfacing streets to be completed within 30 days of start date											Completed		In Progress				

2019 Street Revitalization Project Schedule Update: (July 12, 2019)

RESURFACING STREETS	Start Date ¹	Pre-Construction		Construction										Landscaping		Percent Complete	
		Layout	Sawcutting	Concrete Removal	Asphalt Removal	Storm Sewer	Curb & Gutter	Driveway Aprons	Sidewalks	Asphalt Binder	Asphalt Patching	Asphalt Surface	Striping	Backfill Topsoil	Sod & Seed		
20. NORTHVIEW LANE Shepard Rd to End of Street	9/9/2019																
21. PACIFIC AVENUE Bode Rd to Atlantic Ave	5/22/2019										n/a						100%
22. PARK VIEW CIRCLE Hassell Rd to Hassell Rd	9/3/2019																
23. PICARDY LANE Charlemagne Dr to End of Street	7/29/2019																
24. PRESTWICK PLACE Chambers Dr to Chambers Dr	10/28/2019																
25. REGENT DRIVE Wilshire Dr to Wilshire Dr	6/28/2019																
26. ROHRSEN ROAD Golf Rd to 400 feet N of McDonough Rd	5/21/2019					n/a		n/a									100%
27. SHOE FACTORY BIKE PATH Ivy Ridge Dr to CN Railroad	TBD																
28. STURBRIDGE DRIVE E Mumford Dr to Westbury Dr	10/7/2019																
29. SWEETFLOWER DRIVE Harmon Blvd to End of Street	6/11/2019										n/a		n/a				100%
30. TARRINGTON DRIVE Castaway Ln to Dukesberry Ln	11/4/2019																
31. VERSAILLES ROAD Algonquin Rd to Charlemagne Dr	9/23/2019																
¹ Tentative / Actual										Completed		In Progress					
All resurfacing streets to be completed within 30 days of start date																	