

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

## Village of Hoffman Estates

### Public Works and Utilities Committee Meeting Agenda

March 20, 2023

7:00 p.m. - Board Room

Village Hall, 1900 Hassell Road, Hoffman Estates, IL 60169

*If online, insert URI*

- I. Roll Call
- II. Approval of Minutes -February 27, 2023  
March 13, 2023 - Special meeting

#### NEW BUSINESS

1. Request authorization to award contract for design engineering services for the Barrington Square Town Center Sewer Project to V3 Companies, of Woodridge, IL, in an amount not to exceed \$113,232.
2. Request authorization to award a contract for engineering services for painting and maintenance of the water tower on Olmstead Drive to Dixon Engineering in an amount not to exceed \$90,200.
3. Request authorization to award a three-year service contract for asset management software and support to OpenGov, formerly Cartegraph Systems LLC, in an amount not to exceed \$207,000.
4. Request authorization to award a three-year contract for street sweeping to Lakeshore Recycling Services LLC (low bid) in an amount not to exceed \$420,000.
5. Request authorization to award a three-year contract for landscape maintenance of Village-maintained detention areas, cul-de-sac islands, and water/sewer facilities to V. Cardenas Landscaping (low bid) in an amount not to exceed \$104,000.
6. Request authorization to award a three-year contract for Parkway Tree Trimming to Advanced Tree Care (low bid) in an amount not to exceed \$225,000.
7. Request authorization to extend contract for the Concrete Restoration Program for years 2023 and 2024 to Globe Construction (low bid) in an amount not to exceed \$360,000.

8. Request authorization for the Village to participate in the State of Illinois Central Management Services joint purchase of road salt, in the amount of 3,800 tons.

**REPORTS (INFORMATION ONLY)**

1. Department of Public Works Monthly Report
  2. Engineering Division Monthly Report
- III. President's Report
- IV. Other
- V. Items in Review
- VI. Adjournment

**PUBLIC WORKS & UTILITIES COMMITTEE  
MEETING MINUTES**

February 27, 2023

**I. Roll call**

**Members in Attendance:**

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

**Telephonic Attendance:**

**Michael Gaeta, Vice Chair**

**Management Team Members  
in Attendance:**

**Eric Palm, Village Manager  
Dan O'Malley, Deputy Village Manager  
Art Janura, Corporation Counsel  
Al Wenderski, Director of Engineering  
Kasia Cawley, Police Chief  
Alan Wax, Fire Chief  
Darek Raszka, Director of IT  
Rachel Musiala, Finance Director  
Joe Nebel, Director of Public Works  
Monica Saavedra, Director of HHS  
Suzanne Ostrovsky, Asst. Village Mgr.  
Ric Signorella, CATV Coordinator  
Ben Gibbs, NOW Arena GM**

The Public Works and Utilities meeting was called to order at 7:19 p.m.

**II. Approval of Minutes**

Motion by Trustee Mills, seconded by Trustee Arnet, to approve the Public Works and Utilities Committee Meeting minutes from January 23, 2023. Roll call vote taken. All ayes. Motion carried.

**NEW BUSINESS**

- 1. Discussion on National Pollutant Discharge Elimination System (NPDES) General Permit ILR40 for Discharge from Small Municipal Separate Storm Sewer Systems (MS4).**

An item summary sheet from Al Wenderski was presented to Committee.

Al Wenderski addressed the Committee and presented an overview of the Village's NPDES permit from the IEPA for discharges to the Village's storm sewer. The permit is renewable each year and is routinely revised about every five years. The Village's stormwater manage plan, along with the

Notice of Intent and Annual Facilities Inspection Reports are designed to provide the IEPA and residents of the Village with an understanding of the measures the Village employs to ensure public health and safety by reducing pollution into receiving waters. This is achieved through the implementation of six minimum control measures and related best management practices for each. One such measure is holding a public meeting to review the Plan and allowing public comment and input to the Plan for possible future revisions/improvements.

- 2. Request authorization to award contract for 2023 sanitary sewer rehabilitation to Smico Contracting Group, Odessa, MO in an amount not to exceed \$1,750,000.**

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

Motion by Trustee Arnet, seconded by Trustee Mills, to award contract for 2023 sanitary sewer rehabilitation to Smico Contracting Group, Odessa, MO in an amount not to exceed \$1,750,000. Roll call vote taken. All ayes. Motion carried.

- 3. Request authorization to award contract for the 2023, 2024 and 2025 brush pick-up program to Lucas Landscape and Design, Deerfield, IL (low bid) in an annual amount not to exceed \$35,000.**

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

Motion by Trustee Stanton, seconded by Mayor McLeod, award contract for the 2023, 2024 and 2025 brush pick-up program to Lucas Landscape and Design, Deerfield, IL (low bid) in an annual amount not to exceed \$35,000. Roll call vote taken. All ayes. Motion carried.

- 4. Request authorization to award contract for 2023, 2024 and 2025 parkway tree planting program to St. Aubin Nursery, Kirkland, IL (low bid) in an annual amount not to exceed \$54,750.**

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

Motion by Trustee Arnet, seconded by Trustee Mills, to award contract for 2023, 2024 and 2025 parkway tree planting program to St. Aubin Nursery, Kirkland, IL (low bid) in an annual amount not to exceed \$54,750. Roll call vote taken. All ayes. Motion carried.

- 5. Request authorization to:**
  - a) approve a proposed work plan for site remediation at 630 Illinois Boulevard;**
  - b) award a contract to conduct site remediation to Midwest Environmental Consulting Services in an amount not to exceed \$57,170; and**
  - c) authorize the Village Manager to serve as the Owner's designee and execute any necessary documents related to this project.**

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

Joe Nebel addressed the Committee and reported that in 1991, it was discovered that three underground fuel storage tanks at the original site of the Hoffman Estates Public Works at 630 Illinois Boulevard, had leaked, risking contamination of the soils and/or groundwater in the area. In 1993, during demolition of the Public Works garage, a total of 11,340 cubic yards of contaminated soil was removed from the site. In 2021, Public Works staff received notification from the IEPA that the remediation project had not been closed out and that remediation work and testing is still required.

Motion by Mayor McLeod, seconded by Trustee Arnet, to approve a proposed work plan for site remediation at 630 Illinois Boulevard, award a contract to conduct site remediation to Midwest Environmental Consulting Services in an amount not to exceed \$57,170, and authorize the Village Manager to serve as the Owner's designee and execute any necessary documents related to this project. Roll call vote taken. All ayes. Motion carried.

Motion by Mayor McLeod, seconded by Trustee Arnet, to recess the meeting at 7:35 p.m. for a 5-minute break. Roll call vote taken. All ayes. Motion carried.

A quorum was re-established at 7:40 p.m.

- 6. Request authorization to award contract for carpet removal and installation at Village Hall to Golden Knots, Hoffman Estates, IL (low bid) in an amount not to exceed \$56,543.**

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

Joe Nebel addressed the Committee and reported that this project includes carpet in the Alexa, Hennessy and Lam Training Rooms as well as the pre-function area in front of the rooms.

Motion by Trustee Arnet, seconded by Trustee Mills, to award contract for carpet removal and installation at Village Hall to Golden Knots, Hoffman Estates, IL, (low bid) in an amount not to exceed \$56,543. Roll call vote taken. All ayes. Motion carried.

- 7. Request authorization to extend contract for weed control and fertilization to TruGreen, Carpentersville, IL (low bid) in an amount not to exceed \$24,500.**

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

Motion by Mayor McLeod, seconded by Trustee Mills, to extend contract for weed control and fertilization to TruGreen, Carpentersville, IL (low bid) in an amount not to exceed \$24,500. Roll call vote taken. All ayes. Motion carried.

- 8. Request authorization to waive bidding and award contract for Village Hall elevator upgrades to TK Elevator Corporation, Downers Grove, IL (OMNIA Purchasing Consortium) in an amount not to exceed \$180,120.**

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

Joe Nebel addressed the Committee and reported that the upgrade will take approximately 3-4 weeks.

Motion by Trustee Arnet, seconded by Trustee Stanton, to waive bidding and award contract for Village Hall elevator upgrades to TK Elevator Corporation, Downers Grove, IL (OMNIA Purchasing Consortium) in an amount not to exceed \$180,120. Roll call vote taken. All ayes. Motion carried.

**9. Request authorization to purchase a replacement pickup truck from Friendly Ford, Roselle, IL, in an amount not to exceed \$49,600.**

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

Motion by Trustee Arnet, seconded by Trustee Stanton, to purchase a replacement pickup truck from Friendly Ford, Roselle, IL, in an amount not to exceed \$49,600. Roll call vote taken. All ayes. Motion carried.

**10. Request authorization to waive bidding and purchase a Mitsubishi 9900 Aegis 80kVA uninterruptible power supply direct from Mitsubishi Electric Power Products Inc. (sole source) in an amount not to exceed \$74,110.**

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

Motion by Mayor McLeod, seconded by Trustee Mills, to waive bidding and purchase a Mitsubishi 9900 Aegis 80kVA uninterruptible power supply direct from Mitsubishi Electric Power Products Inc. (sole source) in an amount not to exceed \$74,110. Roll call vote taken. All ayes. Motion carried.

**11. Request authorization to approve Change Order #4 for the Golf Lift Station construction contract with Rausch Infrastructure LLC, Des Plaines, IL in an amount not to exceed \$324,370.**

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

Joe Nebel addressed the Committee and reported that this change order includes all remaining outstanding items to conclude this project.

Motion by Trustee Stanton, seconded by Trustee Arnet, to approve Change Order #4 for the Golf Lift Station construction contract with Rausch Infrastructure LLC, Des Plaines, IL in an amount not to exceed \$324,370. Roll call vote taken. All ayes. Motion carried.

**REPORTS (INFORMATION ONLY)**

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

The Department of Public Works Monthly Report was received and filed.

**2. Engineering Division Monthly Report**

The Engineering Division Monthly Report was received and filed.

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

Motion by Trustee Stanton, seconded by Trustee Arnet, to adjourn the meeting at 7:52 p.m. Roll call vote taken. All ayes. Motion carried.

Minutes submitted by:

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Debbie Schoop, Executive Asst.

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Date

**SP. PUBLIC WORKS & UTILITIES COMMITTEE  
MEETING MINUTES**

**March 13, 2023**

**I. Roll call**

**Members in Attendance:** Anna Newell, Chairperson  
Gary Pilafas, Trustee  
Karen Mills, Trustee  
Gary Stanton, Trustee  
Karen Arnet, Trustee  
William McLeod, Mayor

**Telephonic Attendance:** Michael Gaeta, Vice Chair

**Management Team Members  
in Attendance:** Eric Palm, Village Manager  
Art Janura, Corporation Counsel  
Al Wenderski, Director of Engineering  
Peter Gugliotta, Director Development Svs.  
Joe Nebel, Director of Public Works  
Suzanne Ostrovsky, Asst. Village Mgr.  
Ric Signorella, CATV Coordinator

The Special Public Works and Utilities meeting was called to order at 7:15 p.m.

**NEW BUSINESS**

- 1. Request approval of an ordinance authorizing the sale of personal property owned by the Village of Hoffman Estates.**

An item summary sheet by Joseph Nebel was presented to Committee.

Mr. Nebel discussed the overabundance of water meters that will be purchased back by the vendor.

Motion by Trustee Mills, seconded by Mayor McLeod, to authorize the sale of personal property owned by the Village of Hoffman Estates. Roll call vote taken. All ayes. Motion carried.

**II. Adjournment**

Motion by Trustee Stanton, seconded by Trustee Arnet, to adjourn the meeting at 7:17 p.m. Roll call vote taken. All ayes. Motion carried.

Minutes submitted by:

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Jennifer Djordjevic, Director of Operations/  
Outreach, Office the Mayor and Board

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Date



**COMMITTEE AGENDA ITEM  
VILLAGE OF HOFFMAN ESTATES**

**SUBJECT:** Request authorization to award contract for design engineering services for the Barrington Square Town Center Sewer Project to V3 Companies, of Woodridge, IL, in an amount not to exceed \$113,232

**MEETING DATE:** March 20, 2023

**COMMITTEE:** Public Works & Utilities

**FROM:** Alan Wenderski, Director of Engineering

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**PURPOSE:** Recommend approval of award of contract for design engineering services for the Barrington Square Town Center Sewer project.

**BACKGROUND:** The project is located in Barrington Square Town Center, see attached location maps. The existing 27 inch sewer serves an area generally bound by Barrington Road to the west, Huntington Boulevard to the east, and Lakewood Boulevard to the north and is tributary to the Barrington Square Lift Station (2364 W. Higgins Road). Within the project area the existing sewer is located within a public utility easement. The existing sewer has been in service since the early 1970's.

The current alignment of the sewer is located underneath the commercial building at 2332-2348 W. Higgins Road. This location encumbers the existing building with an easement and does not allow for any Village access for future maintenance that would require excavation. Additionally, the existing sewer alignment runs through the middle of 2360 W. Higgins (undeveloped parcel) limiting the developable area.

In cooperation with the current property owner, this project was included in the 2023 CIP to achieve the following goals: (1) remove the easement encumbrance on the existing building, (2) eliminate a sewer maintenance obstacle, (3) replace a critical, aging Village sewer, (4) increase the developable area on parcels targeted for future development. At this time, the entire project area is under common property ownership.

**DISCUSSION:** Utilizing the prequalified engineering services short list, an RFP was sent to five firms (CBBEL, Ciorba, Hey & Associates, HR Green, and V3). Three proposals were received (CBBEL, Hey & Assoc.,

**DISCUSSION: (Continued)**

and V3) and reviewed by staff. The proposals were evaluated based on project approach and understanding, personnel assigned to the project, experience on comparable projects, and project schedule.

Upon review, it was determined that V3 provided the best overall proposal based on the evaluation criteria above. The proposed scope and hours for V3 was reviewed by staff and revised per staff comments. The general scope of services includes analyzing alternate routing for sewer replacement to consider future development, existing infrastructure, future maintenance accessibility, coordination with private development, preparation and coordination of plats of easement, and preparation of bidding documents. The design engineering is to be completed by May 2024, which would allow construction to occur in 2024. The contract, with full scope, hours, and fees is attached. The full scope will be completed at a not to exceed cost of \$113,232.

**FINANCIAL IMPACT:**

The 2022 budget allocated \$90,000 for design engineering to be funded by the Higgins-Hassell TIF. At the time of budget preparation, the scope of the project only included replacement of the sewer under the existing building (2332-2348 W. Higgins Road). To improve the development potential of 2360 W. Higgins Road and remain proactive for additional redevelopment potential on the property, the project scope has been expanded to include replacement/relocation up to the lift station (as depicted on the attached location map). In addition, the total not to exceed cost of \$113,232 includes \$19,060 in services that would only be required if an alignment adjacent to the creek (on the west side of the property) was chosen as the preferred alternative.

There is available balance in the Higgins-Hassell TIF to fund the not to exceed amount of \$113,232.

**RECOMMENDATION:**

Request authorization to award contract for design engineering services for the Barrington Square Town Center Project to V3 Companies, of Woodridge, IL, in an amount not to exceed \$113,232.

Attachments

# Barrington Square Resubdivision #3



## Legend

 Project Area



Department of Development Services

February 2023

# Barrington Square Resubdivision #3 Sanitary Sewer Project



**Legend**

- Project Scope
- Sanitary Sewer Manholes
- Sanitary Sewer Gravity Main

- Sanitary Sewer Pressurized Main
- Project Area



**VILLAGE OF HOFFMAN ESTATES**  
**Barrington Square Town Center Sewer Design Engineering Services**  
**Agreement**

This Professional Services Agreement (the “Agreement”) is made and entered into this \_\_\_\_\_ day of March, 2023, by and between the VILLAGE OF HOFFMAN ESTATES, ILLINOIS, a municipal corporation located at 1900 Hassell Road, Hoffman Estates, IL (“Village”) and V3 Companies, with a principal place of business at 7325 Janes Avenue in Woodridge, Illinois (“Contractor”) and sets forth the terms and conditions under which Contractor agrees to perform certain land surveying services as set forth below.

This Agreement is made pursuant to Hoffman Estates RFP dated February 7, 2023 and Contractor’s Proposal dated March 10, 2023 attached hereto as Exhibit A and incorporated herein by reference.

1. SERVICES

Contractor shall perform engineering services detailed in scope of services, attached hereto as Exhibit A and incorporated herein by reference, at various locations within the Village of Hoffman Estates, Illinois.

Other than what is provided in Paragraph 3 below, Village shall not be responsible for the cost of materials and equipment necessary for the performance of the Services.

No claim for services furnished by Contractor, not specifically provided for in this Agreement, shall be allowed by the Village nor shall Contractor perform any services or furnish any material not covered by this Agreement without prior written approval by Village. Such approval shall be considered a modification of this Agreement.

2. TERM AND TERMINATION

This Agreement shall be effective and binding upon execution. The parties agree that the time for completion of the services outlined in Exhibit A is April 30, 2024. Failure to complete the services outlined in Exhibit A by April 30, 2024 shall be considered a breach of this Agreement unless an extension is agreed to in writing by both parties.

3. FEES AND PAYMENT TERMS

The total cost for services shall be **\$113,232.00**

Costs include all mobilization, equipment and labor charges incurred throughout the duration of the services. Traffic control, heavy clearing, root cutting, waste hauling and disposal, structure location, municipal water usage license, fees, permits, and or deposits are not considered part of the fee.

Any fee for additional services must be agreed to in writing by the Village.

Contractor shall not incur any expenses or costs on behalf of the Village or in performing the Services, other than what is provided for above, unless Village specifically authorizes in advance such expenses or costs in writing. Such additional expenses may include, but are not limited to, travel and lodging expenses.

#### 4. RELATIONSHIP OF THE PARTIES

In performing Services hereunder, Contractor shall at all times act as an independent contractor and not as an agent or employee of Village. The Services shall be completed to the satisfaction of Village; however the actual details of the Services shall be under Contractor's control. Contractor agrees to comply with all applicable state and federal statutes and the Municipal Code of the Village. Contractor further agrees to indemnify and hold Village harmless for any and all claims made arising out of Contractor's breach of the obligations contained in this paragraph.

Contractor is in no way authorized to make any agreement, warranty or representation on behalf of Village or to incur any expenses or implied obligation on behalf of Village without first obtaining Village's prior written consent.

#### 5. INSURANCE

At Contractor's sole expense, Contractor shall be required to maintain at all times insurance of such types and such amounts, as are necessary to cover responsibilities and liabilities on a project of the character contemplated under this proposal. The Consultant shall meet all insurance requirements as stated in Article 107.27 of the "Standard Specifications for Road and Bridge Construction" adopted January 1, 2022. All insurance policies obtained for the project shall include the Village of Hoffman Estates and its duly authorized representatives as an additional insured.

Village shall be named as an additional insured and the address for certificate holder must read exactly as:

Village of Hoffman Estates  
1900 Hassell Rd.  
Hoffman Estates, IL

#### 6. THIRD PARTY MATERIALS

Contractor will not prepare any deliverables or other material for Village that contains any limitations by third parties on its use without first securing either (i) Village's prior written approval of such limitations, or (ii) the third party's prior written waiver of such limitations. Contractor will not use any materials produced or provided by any third party ("Third Party Materials") having said limitations without having secured the appropriate licenses or prior written approval of each said third party. In addition, Contractor will not, without Village's prior

written approval, use any Third Party Materials pursuant to licenses or agreements that limit or prohibit the assignment of Contractor's rights in and to such Third Party Materials to Village or Village's designee. Contractor shall maintain a copy of all such licenses and agreements and provide copies to Village upon Village's request.

#### 7. OWNERSHIP OF WORK PRODUCT

Contractor agrees that all work product produced by Contractor hereunder, including, without limitation, all reports and other documents ("Work Product") shall be deemed to be works made for hire under U.S. copyright laws and that all right, title, and interest in and to the Work Product shall be the sole property of Village and Village shall have the exclusive right to the copyrights on the Work Product. To the extent that the Work Product is not deemed to satisfy the requirements for a work made for hire under U.S. copyright laws, Contractor hereby assigns to Village all copyrights the Work Product and agrees to execute any additional documents requested by Village to further such assignment at no additional cost to Village. Contractor warrants that the Work Product shall not infringe the patent, copyright or other intellectual property or proprietary right of any third party and agrees to defend, indemnify and hold Village harmless against any such third party claim.

#### 8. ASSIGNMENT AND SUBCONTRACTING

This Agreement shall not be assigned by Contractor without prior written approval of the Village, subject to such conditions and provisions as the Village may deem necessary in its sole and absolute discretion. No such approval by the Village of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Village in addition to the total agreed upon price. Approval by the Village of an assignment shall not be deemed a waiver of any right accrued or accruing against Contractor. No assignee of Contractor shall assign this Agreement without prior written approval of the Village. This Agreement shall be binding upon the parties and their respective heirs, successors, and assigns. Furthermore, Contractor shall not enter into any subcontract with any agency or individual with respect to the performance of Services under this Agreement without the written consent of the Village. Such consent Village may grant, condition or withhold in Village's sole discretion.

#### 9. NOTICE

All notices and other communications required to be given under the Agreement shall be in writing and shall be deemed to have been given (i) when personally delivered; (ii) three (3) business days after sending certified mail, or (iii) sending via email to the addresses below.

If to Village: Village of Hoffman Estates  
Eric Palm, Village Manager  
1900 Hassell Rd.  
Hoffman Estates, IL 60169

If to Contractor: Kurt Corrigan, P.E.  
V3 Companies

7325 Janes Avenue  
Woodridge, IL 60517  
Email: kcorrigan@v3co.com

10. GOVERNING LAW AND VENUE

The parties agree this Agreement has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this Agreement shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles. The parties further agree that the exclusive venue for all such disputes shall be the Circuit Court in Cook Village, Illinois, and the parties hereby consent to the personal jurisdiction thereof.

11. COMPLIANCE WITH LAWS

Each party hereto covenants and agrees to comply with all applicable federal, state, and local laws, codes, ordinances, rules and regulations.

12. SEVERABILITY

The invalidity or unenforceability of any particular word, phrase, sentence, paragraph or provision of this Agreement shall not affect the other words, phrases, sentences, paragraphs or provisions hereof. This Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted and the remainder construed so as to give them meaningful and valid effect. It is the intention of the parties that if any particular provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, the provision shall have the meaning which renders it valid.

13. WAIVER

Either Party's failure to insist upon strict compliance with any provision hereof or its failure to enforce any rights or remedy in any instance shall not constitute or be deemed to be a waiver of any provision, right or remedy.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with regard to the subject matter contained herein and supersedes all prior agreements and understandings between the parties dealing with such subject matter, whether written or oral. No agreement hereafter made between the parties shall be binding on either party unless reduced in writing and signed by the party sought to be bound thereby.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.



**The Village of Hoffman Estates**

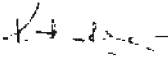
By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**V3 Companies**

By: 

Printed Name: Kurt Corrigan

Title: Municipal Lead

Date: March 10, 2023



March 10, 2023

Mr. Alan Wenderski, P.E.  
Director of Engineering  
Village of Hoffman Estates  
1900 Hassell Road  
Hoffman Estates, Illinois 60163

**RE: Barrington Square Town Center Sewer Project - Scope of Work, Fee Schedule, & Project Schedule**

Dear Mr. Wenderski,

On behalf of V3 Companies, we are pleased to submit this agreement for the Barrington Square Town Center Sewer Project. If you find this proposal to be acceptable, the executed copies of this letter, together with V3's Scope of Work, Fee and Project Schedule attached hereto which set forth the contractual elements of this agreement, will constitute an agreement between Village of Hoffman Estates and V3 Companies (V3) for services on this project.

### **PROJECT UNDERSTANDING**

Based on our review of the Request for Proposal for Barrington Square Town Center Sewer Project, our team understands that the Village of Hoffman Estates requires a civil engineering firm to provide alternative route analysis, plat preparation, and design engineering for the sanitary relocation with the Barrington Square Town Center. The existing sanitary runs throughout this property and is currently located under existing buildings. The Village would like to move this to a new location that would not be under existing or future buildings but provide future access to the main from the future development within the area. Permits that may be required but not limited to IEPA, IDNR-OWR, and MWRD to install the new sanitary main.

### **COMPENSATION**


V3 will invoice the Village monthly for actual hours not to exceed for the services and fee listed:

<b>SERVICE</b>	<b>FEE</b>
Topographic Survey	\$11,652
Site Investigation & Data Collection	\$9,284
Soil Investigation & Assessment	\$11,690
Alternative Analysis (3 options)	\$11,299
Engineering Plans, Specifications, & Cost Estimate	\$25,403
Development Assistance & Coordination	\$5,841
Stormwater Permitting (If Necessary)	\$7,156

Wetland Design & Permitting Services (If Necessary)	\$14,904
Permitting & Utility Coordination	\$5,920
Bid Phase Assistance	\$3,175
Quality Assurance & Quality Control	\$1,322
Meetings	\$3,946
Plat Preparation (per plat)	\$1,640
<b>Total Project Cost</b>	<b>\$113,232</b>

We appreciate the opportunity to present this proposal and look forward to working with you on this project.

Sincerely,  
V3 COMPANIES, LTD.



Kurt Corrigan, P.E.  
Municipal Lead

Attached:  
Scope of Services/Fee Schedule/Project Schedule



# EXHIBIT A - SCOPE OF WORK

## PROJECT UNDERSTANDING

Based on our review of the Request for Proposal for Barrington Square Town Center Sewer Project, our team understands that the Village of Hoffman Estates requires a civil engineering firm to provide alternative route analysis, plat preparation, and design engineering for the sanitary relocation with the Barrington Square Town Center. The existing sanitary runs throughout this property and is currently located under existing buildings. The Village would like to move this to a new location that would not be under existing or future buildings but provide future access to the main from the future development within the area. Permits that may be required but not limited to IEPA, IDNR-OWR, and MWRD to install the new sanitary main.

## SCOPE OF WORK

### TOPOGRAPHIC SURVEY

Once a preferred path for the proposed sanitary main has been picked a detailed topographic survey will be conducted to meet the Village's standards. Survey limits will be discussed based on the new sewer alignment, and plating of the new sewer easement.

The topographic survey data will be collected using conventional methods. The Topographic Survey services will include the following as outlined in IDOT's survey manual.

- Record a minimum of two (2) permanent benchmarks over the project site. Elevations shall be referenced to the North American Datum of 1988 (NAVD 88). Site benchmarks shall be established at less than 1000-foot intervals. A description of the source benchmark to which the new benchmarks are tied shall be indicated in the survey.
- A contour survey with 1'-0" contour intervals shall be prepared from field spot elevations. Spot elevations obtained in the field shall be of sufficient quantity to generate a contour survey that properly represents the ground surface. Additional elevations shall be indicated on the survey as required to establish accurate profiles (including all changes or breaks in grade) and cross-sections of walks, curbs, gutters, pavement edges, and centerlines.
- Finished floor or top of foundation elevation(s) of existing buildings within the Survey Area.
- Spot elevations shall be shown to the nearest 0.01 foot on all "hard surfaces" and utility structures. Spot elevations in unpaved areas such as grass and dirt shall be accurate to the nearest 0.1 foot.
- Cross-sections along all roadways shall be taken at 50-foot intervals. Full cross-sections shall be taken at all cross streets, alleys, culverts, and entrances. Grid intervals/profiles of 50 feet shall be taken in all fields for offsite hydraulic work (drainage ditches, streams, etc.). Additional shots shall be taken at all sudden grade break lines.
- Pavement types such as concrete, asphaltic concrete, gravel, etc. shall be indicated.
- Existing improvements, buildings, and surface features shall be located.
- All trees (6 inches in diameter and greater) within the Survey Area shall be located. The trees shall be identified by species and size.
- General outlines of landscaping shrubs and bushes shall be shown.
- Top of curb, flow line, and edge of the pavement, ADA, sidewalk, bike path, etc. elevations of all roadways and streets within the survey area obtained by non-GPS methods.



# EXHIBIT A - SCOPE OF WORK

- Roadway striping of all roadways and streets within the survey area.
- Right-of-way and property lines shall be calculated from existing monumentation in coordination with record maps, plats, and deeds. In addition to the topographic survey, V3 will build right-of-way limits based on the survey documents provided by the Village.

The topographic survey shall incorporate information on existing utility systems adjoining or contained within the survey area which is obtained from city departments or utility companies responding to written or verbal requests for utility records through the Joint Utility Locating Information for Excavators (J.U.L.I.E.) Design Stage/Planning Information process and available for the surveyor's use at the time of the survey.

Utilities and improvements shall be shown based on visible field verified structures, in coordination with atlas information provided by utility companies through J.U.L.I.E.'s design stage process, if available. Additionally, V3 will send each utility owner a set of preliminary plans to verify the locations of their facilities. The intent of the design of the project is to avoid impacts to existing utilities to the extent feasible.

## SITE INVESTIGATION & DATA COLLECTION

The V3 team will coordinate with the Village to obtain all available utility data for the project work site and immediate surrounding area. This includes any available as-built plans of the existing sewer, watermain, or other utilities within the project limits.

The project team will contact and coordinate with the known private utilities (ComEd, Nicor, AT&T, Comcast, etc.) to obtain existing plans for their facilities within the project limits. This will include a design stage J.U.L.I.E. and utility map request from all utility owners located within and adjacent to the project site to ensure all possible conflicts are accounted for.

A site visit will be performed to evaluate the existing conditions to determine if there are any conflicts with the proposed sanitary routes including but not limited to:

- Trees and other vegetation
- Existing Utilities
- Future developments

## SOIL INVESTIGATION & ASSESSMENT

Although the proposed construction and excavation is not yet defined, it is assumed that the proposed improvements will generate excess soil, requiring offsite disposal. Therefore, V3 will conduct a CCDD Soil Disposal Evaluation in accordance with IL Title 35 Part 1150 Subtitle J: Clean Construction or Demolition Debris to pre-certify project soils for disposal at a CCDD facility. Based on the proposed project limits and an initial environmental screening of the project areas, it is assumed at least some part of project area will be considered a potentially impacted property (PIP), and that project soils can be certified with an Uncontaminated Soil Certification by Licensed Professional Engineer or Professional Geologist (LPC-663).



# EXHIBIT A - SCOPE OF WORK

## LPC-663 CCDD SOIL DISPOSAL EVALUATION

The project area is located in a developed suburban area with primarily commercial use. The initial screening of the project area identified a former dry cleaner. Consequently, project soils will require an Uncontaminated Soil Certification by Licensed Professional Engineer or Professional Geologist (LPC-663). The CCDD soil disposal evaluation will be conducted to screen and certify potentially excavated soils generated from proposed construction activities that cannot be reused or managed onsite. The CCDD soil disposal evaluations will include the following tasks:

- Review regulatory and historical information published by federal, state, local, tribal, health, and/or environmental agencies pertaining to properties where soils requiring offsite disposal will be generated.
- Conduct a reconnaissance / visual inspection of the soil source location with a focus on indications of potential environmental concerns.
- Evaluate and identify any PIPs within or adjacent to project limits.
- A soil sampling plan will be developed based on the estimated excavation depths of proposed construction activities and the historic use of properties within the project limits.
- A drilling subcontractor will be retained to conduct soil borings for environmental sampling. To the extent possible, environmental soil borings will be conducted concurrently with any geotechnical borings that may be needed for the project.
- Soil sampling will be conducted by a V3 geologist or environmental engineer.
- Sample analysis will be performed by an Illinois NELAP accredited laboratory.
- Soil samples will be collected into laboratory-provided containers, packaged in the field, and stored on ice until delivery to the laboratory under proper chain-of-custody.
- The field sampling activities and the lab analytical result will be detailed in the CCDD soil disposal evaluation report which will include the LPC 663 form for the project area to certify soils qualifying for CCDD disposal.
- Considering the proposed design has not been finalized and soil sampling is dependent on the findings of the records review of adjacent site histories, the costs associated with the CCDD soil disposal evaluation were based on the following assumptions and could be subject to change depending on the project design and the PIPs identified. Proposed costs are based on the following assumptions:
  - Project limits do not expand beyond limits defined at the time of final contract.
  - A maximum of one day of drilling.
  - Up to 7 boring locations with one soil sample per boring.
  - It is assumed that up to three soil samples will require chemical analysis and the remaining samples will only require pH analysis.
  - The assumed sample analysis is for one or more of the following:
    - VOCs
    - SVOCs
    - PCBs
    - RCRA 8 Metals
    - pH
- Assumes standard five- to seven-day turnaround time for lab sample results (expedited turnaround time is available for an added surcharge).



## EXHIBIT A - SCOPE OF WORK

CCDD facilities and uncontaminated soil fill operations are privately owned and maintain the right to accept or reject materials on any criteria decided on by the facility. Consequently, adherence to IL Title 35 Part 1150 Subtitle J does not guarantee acceptance at every CCDD facility. This proposed scope of work is consistent with IL Title 35 Part 1150 Subtitle J and industry standards.

Our geotechnical subconsultant, Nashnal, will provide a geotechnical report for the estimated 7 borings. The report will include structural stability of the soil along with any other features identified during sampling and testing. The information will be documented and provided in a geotechnical report that can be included with the construction documents.

### ALTERNATIVE ANALYSIS (3 OPTIONS)

We will provide the Village with three routing alternatives for the new sanitary sewer. The alternatives will be coordinated for future development and re-development opportunities. The alternatives will include the necessary capacity analysis, high level cost estimate and permitting required. Exhibits for each alternative route and the information previously discussed will be summarized in a memorandum to the Village.

### ENGINEERING PLANS, SPECIFICATIONS, & COST ESTIMATE

V3 will develop one set of construction plans and specifications for the sanitary main improvements. Provisions will be made to keep cost and disruptions to adjacent properties low.

The plans and specifications will be designed to meet the Village of Hoffman Estates and IEPA standards. Plans, specifications, and estimates will be prepared for review at 50% (preliminary) and 100% (final). We will respond to the review comments generated by the Village.

As part of the final design, we will engage our professional cost estimators to develop cost-saving solutions and perform constructability reviews for the project. Our in-house contractors will review the construction documents for any potential issues that may arise during the bidding and construction phase.

### DEVELOPMENT ASSISTANCE & COORDINATION

As proposed development and redevelopment plans are submitted to the Village, V3 staff will be able to assist the Village with review and coordination of not only the sanitary sewer but other public improvements. Our land development team will can assist with re-platting or entitlement as necessary. We have included hours and fee for this work which may not be utilized or may require additional hours to assist. This task can be expanded as needed by the Village.

### STORMWATER PERMITTING (IF NECESSARY)

Mapped regulatory floodplain and floodway associated with Poplar Creek East Branch is located on the western portion of the property which may encompass one of the corridor alternatives. Work within the special management area would require a stormwater submittal to MWRD in order to secure a Watershed Management Permit. A floodway construction permit from IDNR-OWR would also be required, however we anticipate that this project could be covered by a regional permit which does not require a submittal to the agency.



## EXHIBIT A - SCOPE OF WORK

V3 shall provide the necessary calculations and documentation for submittal to MWRD. V3 will assist CLIENT in obtaining approvals for proposed construction activities to be performed in the Poplar Creek East Branch floodplain and floodway. Documentation shall include delineation of the existing and proposed floodplain/floodway at the project site along with preparation of exhibits and narrative describing the proposed construction activities. We have budgeted for two (2) rounds of comments and revisions from MWRD.

### WETLAND DESIGN & PERMITTING SERVICES (IF NECESSARY)

The project corridor contains areas of mapped wetland and Waters of the U.S on the National Wetland Inventory (NWI) map. Poplar Creek East Branch is under the jurisdiction of the U.S. Army Corps of Engineers (USACE). MWRD regulates the 50-foot riparian zone associated with Poplar Creek East Branch in addition to any isolated wetlands potentially within the project corridor. A wetland delineation will be required for the project since there are mapped Waters with associated wetland within the potential project corridor and/or within 100 feet of the project area. V3's wetland specialist will prepare a Wetland Delineation Technical report suitable for submittal and approval by the USACE and MWRD, if applicable.

Threatened and endangered species consultation with the Illinois Department of Natural Resources (IDNR) through their EcoCat system will be provided. In addition, consultation with the U.S. Fish & Wildlife Services (USFWS) for Federal threatened and endangered species consultation through the USFWS IPAC system will also be provided. Subsequent requests from the initial consultations with IDNR and USFWS regarding species specific investigations or habitat will require a separate contract.

V3 recommends that the wetland field work be conducted close to or within the 2023 growing season which begins on approximately May 15<sup>th</sup> and ends on approximately October 15<sup>th</sup> of any given year. The growing season data collection allows for the best applicable vegetation to be collected for the wetland evaluation. V3 can and will conduct the wetland field investigation prior to May 15<sup>th</sup> if the Client requests that.

Any proposed impacts/disturbance to identified wetland, Waters, or associated riparian buffers will require permitting from the USACE and MWRD.

Disturbance to identified/delineated wetlands, waters, riparian zones and wetland buffers will require permitting and potential mitigation in accordance with an MWRD stormwater permit and/or a USACE Nationwide Permit. The USACE do not require mitigation for impacts to jurisdictional wetlands/Waters that are below 0.10 acre. Similarly, MWRD does not require mitigation for impacts below 0.10 acres to identified isolated wetlands. MWRD requires a USACE jurisdictional determination for their permitting process when there are identified wetlands/waters.

If applicable and required, V3 will prepare, submit and obtain a USACE Nationwide Permit depending on the final design. The wetland, waters, and riparian sections of the overall stormwater permit submittal will be prepared and included in the overall MWRD submittal to MWRD for their review.

This scope does not include obtaining Regional or Individual Permits from the USACE.





# EXHIBIT A - SCOPE OF WORK

## PERMITTING & UTILITY COORDINATION

V3 will prepare and submit the IEPA/MWRD sanitary permit that will be required for the relocation of the sanitary main. Also, IDNR-OWR may be required depending on the proposed location of the sanitary main and how close it is to the Poplar Creek East Branch.

In addition to the regulatory agencies requiring permits or approvals prior to construction, there are utility providers with existing infrastructure within the project limits. These providers include, but are not limited to:

- ComEd
- AT&T
- Nicor
- Comcast

As a provider of engineering services for ComEd and AT&T, our team will be able to efficiently facilitate the utility coordination process with those utility companies.

## BID PHASE ASSISTANCE

During the bidding phase, V3 will:

- Attend the Pre-Bid Meeting (up to two V3 representatives), if necessary.
- Provide responses to bidder questions and answer RFI's that arise during the bidding phase.
- Issue any addendums to perspective bidders as required to interpret or clarify the Bid Documents.
- Review the bid proposals and prepare a recommendation of award letter to the Village of Hoffman Estates.

## QUALITY ASSURANCE & QUALITY CONTROL

Quality assurance and quality control is important in all phases of the project. Our quality management program is focused on the following goals:

- Understanding our clients' requirements and objectives.
- Providing a high level of client service.
- Delivering projects efficiently and cost effectively.
- Striving to perform each task accurately the first time.
- Providing services according to the standard of care in the industry.
- The quality control process also involves the preparation and maintenance of project records. The process will assure that records are legible, identifiable and retrievable; protected from damage or loss; and are systematically filed in one location.

## MEETINGS

Our team will conduct a kick off meeting with Village of Hoffman Estates staff to review and concur on the project priorities, limits, and overall expectations as well as determine if there are any other needed changes to the project scope. V3 will attend up to two meetings with the Village and stakeholders as necessary.



# EXHIBIT A - SCOPE OF WORK

## PLAT PREPARATION

Once the new path of the sanitary main is determined, V3's survey department working in conjunction with the design team we determine the necessary permanent easements as well as the temporary construction easements to complete the project. V3 will prepare the easement drawings and legal descriptions for the work area. We will also provide the legal documents and drawings needed to abandon the existing permanent easement for the old sanitary main.

Exhibit A  
Village of Hoffman Estates  
Barrington Square Town Center Sewer Replacement Project  
3/10/2023



TASK	STAFF																TOTAL HOURS	LUMP SUM COST	TOTAL FEE
	Project Director	Drainage Project Manager	Road Project Manager	Project Engineer	AIT Services	Technician	Land Develop Manager	Engineer II	Survey Manager	Survey Crew Chief	Environ. Manager	Project Scientist	Soil Scientist	Project Manager I	Project Scientist I	Project Coordinator			
<b>FINAL ENGINEERING</b>																			
Topographic Survey			2			24			5	60								91	11,652
Site Investigation & Data Collection			20	35		10												65	9,284
Soil Investigation & Assessment			2											20	24	2		48	5,950
Alternative Analysis (3 options)			10	10	30	5												55	11,299
Engineering Plans, Specifications, & Cost Estimate			25	150		25										2		202	25,403
Development Assistance & Coordination			10	15			10											35	5,841
**Stormwater Permitting (If Necessary)		12	1					50										63	7,156
***Wetland Design & Permitting Services (If Necessary)	6		1			8					12	30	30		30			117	14,904
Permitting & Utility Coordination			15	20		5												40	5,920
Bid Phase Assistance	2		10	5												2		19	3,175
Quality Assurance & Quality Control	4		2															6	1,322
Meetings	4		6	6							6							22	3,946
Plat Preparation (Per Plat)						8			3									11	1,640
Hours	16	12	104	241	30	85	10	50	8	60	18	30	30	20	54	6	746	Total	\$113,232
Rate	\$231	\$177	\$199	\$112	\$250	\$136	\$216	\$97	\$184	\$118	\$192	\$117	\$117	\$143	\$97	\$78			

\*\* Task if necessary depending on final sanitary sewer route.

Exhibit A

Village of Hoffman Estates

Barrington Square Town Center Sewer Replacement Project

3/10/2023



Under design/in progress    
  Scheduled submittal date    
  Completed

2023

2024

Task	Q1			Q2			Q3			Q4			Q1			Q2		
	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June
Kick Off Meeting - Notice to Proceed																		
Alternative Routing/Capacity Analysis & Concepts (3 options)																		
Alternative Meeting with the Village																		
Wetland Delineation																		
Topographic Survey & Data Collection																		
Developer/Village Coordination & Assistance																		
Plan Development/Estimate 50% - Submittal																		
Soil Investigation & Assessment																		
IEPA/MWRD Submittals/Permits																		
IDNR (If Necessary)																		
IDOT Utility Permit (If Necessary)																		
Plat of Dedications/Easements																		
Utility Submittal & Coordination																		
Plans, Specifications, & Estimate Bid Package																		
Bid Assistance & Letting																		
Start Construction																		

**COMMITTEE AGENDA ITEM  
VILLAGE OF HOFFMAN ESTATES**

**SUBJECT:** Request authorization to award a contract for engineering services for painting and maintenance of the water tower on Olmstead Drive to Dixon Engineering in an amount not to exceed \$90,200.

**MEETING DATE:** March 20, 2023

**COMMITTEE:** Public Works & Utilities

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

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**BACKGROUND:** T-5, located at 4690 Olmstead Drive, was built in 1978 and has a capacity of 500,000 gallons, the largest among the three towers in north Hoffman Estates. Interior and exterior painting of this tower was last completed in 1995. In June 2022, a thorough inspection of the tower was completed by Dixon Engineering. The subsequent report recommended exterior and interior painting as well as various items for repair to be completed in the next two years. Water tower paint has an expected life of approximately 20-25 years, depending on a variety of factors including the product selected and the specific application. The paint used on T-5 has exceeded its expected service life.

Requested services include: preparation of bid specifications for contract painting and associated repairs/upgrades; full-color renderings of the proposed paint design; preparation of bid and contract documents; coordination of cellular antenna work; and full-time construction management including pre-construction meetings and project administration.

**DISCUSSION:** In March 2023, Staff received proposals from two pre-qualified consulting firms:

FIRM NAME	PROPOSED FEE
KLM Engineering	\$88,980
Dixon Engineering	\$90,145

Staff evaluated proposals based on a number of criteria, including each firm's apparent understanding of the project scope, technical approach, relevant experience, capacity to complete the work, and estimated staff hours dedicated to the project. After review, Staff has determined that the proposal submitted by Dixon Engineering is more advantageous to the Village.

While the cost difference in the proposals is minimal, Dixon included a detailed understanding of the process for temporary removal/relocation and reinstallation of antennas currently installed on T-5.

**DISCUSSION (Continued):**

Based upon past experience, including the recent painting of T-4, Staff has found that this is a relatively complex process and believes that the Village will benefit from Dixon's approach to this aspect of the project. KLM's proposal did not provide any details related to the removal and reinstallation of the cellular antennas.

Dixon's proposal includes additional project-specific information that illustrates a high level of commitment to project success. Dixon Engineering has also provided satisfactory service to the Village for a number of years, including the following projects:

- T-2 water tower painting and restoration (1999)
- T-3 water tower painting and restoration (2001)
- Reservoir water storage tank painting (2003, 2004, and 2008)
- T-6 water tower painting and restoration (2011)
- T-4 water tower painting and restoration (2020)

**FINANCIAL IMPACT:**

There is \$790,000 in the 2023 Capital Improvements Program for painting and restoration of T-5, to include engineering services.

**RECOMMENDATION:**

Request authorization to award a contract for engineering services for painting and maintenance of the water tower on Olmstead Drive to Dixon Engineering in an amount not to exceed \$90,200.



# DIXON

**ENGINEERING & INSPECTION SERVICES  
FOR THE COATING INDUSTRY**

4811 S. 76<sup>th</sup> St., Suite 109  
Greenfield, WI 53220  
Telephone: (414) 529-1859  
Fax: (414) 282-7830

## AGREEMENT BETWEEN OWNER AND DIXON FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of: \_\_\_\_\_ (“Effective date”) between **Village of Hoffman Estates, Illinois** (“Owner”) and Dixon Engineering, Inc. of Lake Odessa, Michigan (DIXON).

IN WITNESS WHEREOF, the (“Owner”) and (“DIXON”) have executed this Agreement. The Owner’s Project, of which DIXON’s Services under this Agreement are a part, is generally identified as follows: **Technical Specifications, Bidding and Contract Documents, Bid Opening, Preconstruction Meeting, Progress Meetings, Logo Rendering, Antenna Coordination, Welding Observations, Wet Interior, Exterior, Dry Interior Coating Observation, Piping Observation, and One (1) Year ROV Warranty Observation on the 500,000 Gallon Spheroid (Olmstead T5)** (“Project”).

Other terms used in this Agreement are defined in EXHIBIT GP and EJCDC C-700-18®, Standard General Conditions of the Construction Contract, incorporated by reference into this Agreement.

This service fee is the Estimated Amount of **\$90,145**.

### Proposals / Agreement Signatures

Todd Schaefer, Project Manager March 13, 2023  
PROPOSED BY DIXON (Not a contract until approved by Project Manager or Officer) PROPOSAL DATE

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CONTRACT APPROVED BY OWNER POSITION DATE

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Co SIGNATURE (if required) POSITION DATE

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AGREEMENT APPROVED BY DIXON POSITION DATE

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

Designated Person: Joseph Nebel  
Address for Owner’s receipt of notices:  
Hoffman Estates  
2305 Pembroke Avenue  
Hoffman Estates, IL 60169  
Email: joseph.nebel@hoffmanestates.org

Designated Person: Todd Schaefer  
Address for DIXON’s receipt of notices:  
Dixon Engineering, Inc.  
4811 S. 76<sup>th</sup> Street, Suite 109  
Greenfield, WI 53220  
Email: toddschaefer@dixonengineering.net

Any notice required under this Agreement shall be in writing, addressed to the Designated Contract Person at its address on this signature page, or given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices be shall effective upon the date of receipt.

Owner and DIXON further agree as follows:

## **ARTICLE 1 SERVICES OF DIXON**

### **1.01 DIXON shall provide or cause to be provided:**

- A. Contract and Project Management (Basic) Services: EXHIBIT A Part 1
- B. Resident Project Representative (RPR): EXHIBIT A Part 1
- C. Antenna Services: EXHIBIT B
  - 1. If antennas interfere or add costs to the Project a review of services in Exhibit B is required. DIXON will perform these services that can be completed by the Owner. In most antenna contracts the fees for these services are back chargeable to the antenna carrier. The responsible party must be assigned to Exhibit B.
- D. Other Services: Services beyond the scope of Exhibit A are Additional Services.

## **ARTICLE 2 OWNER'S RESPONSIBILITIES**

### **2.01 Owner shall provide or cause to be provided:**

- A. Responsibilities set forth in Exhibit A, Part 1, Section C of each Phase.
- B. The Owner shall arrange for safe access to and make all provisions for DIXON to enter upon public and private property as required for DIXON to perform services under the agreement.

## **ARTICLE 3 SCHEDULE FOR RENDERING SERVICES**

### **3.01 Commencement:**

- A. DIXON is authorized to begin rendering services as of the Effective Date or mutually agreeable date.
- B. DIXON shall complete its obligations within a reasonable time. If a specific period for rendering services, or specific dates by which services are to be completed are required, the dates are provided in Exhibit A, and are hereby agreed to be reasonable.

## **ARTICLE 4 INVOICES AND PAYMENTS – PER EXHIBIT C**

## **ARTICLE 5 OPINIONS OF COST – GENERAL PROVISIONS PER EXHIBIT GP**

## **ARTICLE 6 GENERAL PROVISIONS PER EXHIBIT GP**

## **ARTICLE 7 DEFINITIONS**

- A. Whenever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the same meaning indicated in the Construction Contract Documents, EJCDC C-700 18.
- B. Additional definitions pertinent to invoicing or payment can be found in Exhibit C.

## **ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS**

- A. EXHIBITS Included:
  - 1. EXHIBIT A, DIXON's Services and Owner's Responsibilities.
  - 2. EXHIBIT B, Antenna Services to be performed by DIXON or Owner.
  - 3. EXHIBIT C, Basis of Fees, Invoicing, and Payment Matters.
  - 4. EXHIBIT C, Attachments C-1, and C-2.
  - 5. EXHIBIT E, Electronic Documents Protocol (EDP).
  - 6. EXHIBIT GP, General Provisions from the Agreement and Exhibits.
  - 7. EXHIBIT IR, Insurance Requirements and Limits of Liability.
- B. EXHIBITS to be added as needed:



1. EXHIBIT J, Special Provisions. Services added at/before Effective date (included in original Agreement sometimes referred to as an Addendum).
  2. EXHIBIT K, Amendment to Owner-DIXON Agreement for Services added or changed after effective date of this Agreement or for clarification if requested.
- C. EXHIBITS D, F, and H from EJCDC merged with other EXHIBITS or not used.

## **ARTICLE 9 MISCELLANEOUS PROVISIONS**

**9.00** Miscellaneous Provisions are items that pertain to the legal terms of this Agreement. All General Provisions from Article 6 are in Exhibit GP. General Provisions are those Provisions that refer mostly to services that result from this Agreement and subsequent Task Orders. (The General Provisions relate to the Work to be performed as opposed to these Miscellaneous Provisions which relate to Contract formation.)

### **9.01 Survival:**

- A. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

### **9.02 Severability:**

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and DIXON, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### **9.03 Successors, Assigns, and Beneficiaries:**

- A. Owners and DIXON are hereby bound, and the successors, executors, administrators, and legal representatives of Owner and DIXON are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be constructed to create, impose, or give rise to any duty owed by Owner or DIXON to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them and not for the benefit of any other party.
  2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

### **9.04 Waiver:**

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

### **9.05 Accrual of Claims:**

- A. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

### **9.06 DIXON's Certifications:**

- A. DIXON certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement.

### **9.07 Total Agreement:**

- A. This Agreement, (together with the included Exhibits) constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based, whenever possible, on the format of Exhibit K.

**DIXON'S SERVICES AND OWNER'S RESPONSIBILITIES**

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Article 1 and 2 of the Agreement is supplemented to include the following agreement of the parties: DIXON shall provide Contract and Project Management (BASIC) Services, and Resident Project Representative (RPR), If Antenna services are included those services are detailed in Exhibit B.

DIXON has combined the six construction project phases into four phases: Design or Technical Specification Phase, Contract Document and Bidding Phase, Construction Phase, and Post Construction Phase. We then included DIXON's Basic Services, RPR Services, and Owner's responsibilities for each respective phase. Exhibit B Antennas, when used, will follow the same format.

**PART 1**

**A1.01 Design Phase – Technical Specifications:**

**A. Basic Services:**

1. In preparing the Technical Specifications, use Design, Bid, Build Project Strategy.
2. DIXON shall prepare Technical Specifications and Drawings to include:
  - a. Additions to General Conditions of Construction Contract relevant to coating projects.
  - b. Specifications and Drawings for Health, Safety and Structural Repairs if any.
  - c. Specifications for Coating Repair or Replacement.
3. Advise Owner of additional reports, data, information, or services which may be necessary, and assist Owner in obtaining such materials.
4. Furnish two review copies of the Design Phase documents, to Owner, and review those documents with Owner.
5. After receipt, the Owner shall review the Design Phase documents and submit to DIXON any comments regarding the furnished items within two weeks of receipt or as mutually agreed.
6. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
7. Providing logo drawings or models for Owner.
8. In response to Owner's comments, as appropriate, make revisions and furnish to Owner one electronic copy of the revised Design Phase documents.
9. DIXON's services under the Design Phase will be considered complete on the date when DIXON has delivered to the Owner the revised Technical Specifications.
10. If antennas may interfere or add costs to the Project a review of Exhibit B, Antennas is required. These services are available from DIXON or can be completed by the Owner. In most antenna carrier contracts, the fees for engineering services are back chargeable to the antenna carrier. It is essential that the responsibility for completion of Exhibit B services be well defined between DIXON and Owner as project delays may result in additional construction costs.

**B. Design Phase – RPR Services–None**

**C. Design Phase – Owner's Responsibility:**

1. Provide DIXON with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints-and upon DIXON's request, obtain, and furnish, such additional Project-related information and data as is reasonably required to enable DIXON to complete its Services.
2. Give instructions to DIXON regarding Owner's procurement of construction services including instructions regarding Notice of Bids, Information for Bidders, Owner's construction contract practices and requirements, insurance and bonding requirements, requirements for electronic transmittals during construction, other information necessary for the finalization of Owner's bidding-related documents, and Construction Contract Documents.
3. Owner shall be responsible for all requirements and instructions that it furnishes to DIXON pursuant to this Agreement. DIXON may use and rely upon such requirements, materials, and

information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

**D. Bidding and Contract Document Phase Basic Services:**

1. Provide technical criteria and file applications for permits for approvals of governmental authorities having jurisdiction to review or approve the design; and revise the Technical Specifications in response, as appropriate.
2. Include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, in electronic media or digital format. Any such protocols shall be applicable to transmittals between and among Owner, DIXON, and Contractor during the Construction Phase and Post-Construction Phase.
3. Prepare and submit to Owner for compliance with local state and municipal requirements:
  - a. Section 00 00 00 Notice to Bidders.
  - b. Section 00 24 00 Project Summary.
  - c. Section 00 21 13 Instructions to Bidders.
  - d. Section 00 22 13 General Conditions as modified by DIXON. EJCDC C-700-18. If Owner elects to use their own documents, then supply Additions to General Conditions.
  - e. Section 00 73 00 Supplemental Conditions to include insurance requirements furnished by Owner.
  - f. Section 00 52 00 Bid/Agreement Form as modified by DIXON.
  - g. Section 00 53 00 Schedule of Values Form.
4. Furnish for review by Owner, its legal counsel, insurance and other advisors, the draft bidding-related Bid Documents and review them with Owner. The Owner shall submit to DIXON any comments regarding the furnished items, and any instructions for revisions.
5. Revise the final Bid Documents and Specifications in accordance with comments and instructions from the Owner, as appropriate, and submit one electronic copy of revised documents to Owner.
6. Direct mail advertisements to Contractors who have been prequalified, as capable and responsive by DIXON.
7. Issue assembled Bid Documents to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, and receive and process contractor charges for the issued documents. Document Fees: charges will be retained as a printing, handling, and/or shipping fee.
8. Send Bid Documents to selected Builders Exchanges and Dodge Reports.
9. Address all written submitted questions, by letter or clarifying Addendum as appropriate to all Bidders and Agencies (Builders Exchange and Dodge Reports) identified as having received original documents from DIXON.
10. Attend and document bid opening, create bid tabs, and notify bidders of results after authorization of Owner.
11. Review the bids submitted to the Owner and recommend an award in writing based on lowest responsible and responsive bidder.
12. If Owner agrees, issue Notice of Award to recommended Bidder.
13. Review bonds and insurance submitted by selected Contractor solely as to compliance with insurance amounts and that bonds are of the format required. Insurance and Bonds are forwarded to the Owner for full review by their Insurance Consultant.
14. Furnish Owner and Contractor the Contract Documents for signatures and distribution. (One signed copy to Owner, one to Contractor and one to DIXON).
15. Furnish Owner with completed Notice to Proceed to sign and forward to the Contractor.
16. The Bidding and Contract Documents Phase will be considered complete upon issuance of Notice to Proceed.

A. Bidding and Contract Document Phase-RPR Services-None.

B. Bidding and Contract Documents Phase-Owner Responsibilities

1. Use, unaltered, the Contract Documents provided by DIXON when entering into an agreement with the Contractor. DIXON will not unreasonably withhold a request to alter the document. If Owner elects to use their own General Conditions, then they shall include DIXON's Additions to General Conditions, unaltered unless both parties agree to alteration.
2. Place and pay for advertisement for Bids as required by local ordinances in appropriate publications, method of advertising is to be determined by the Owner.
3. Attend and participate in the pre-bid conference if any.  
Provide a place for the bid opening and open the Bids received.
4. Review Payment and Performance Bonds, and insurance certificates of selected Contractor. These should be reviewed by the Owner's insurance consultant and attorney for legality and compliance with required indemnification, subrogation, amounts and all other insurance matters.
5. Sign and forward to the Contractor the Notice to Award and Notice to Proceed. These Notices will be supplied to the Owner by DIXON.

**A1.02 Construction Phase:**

**A. Basic Services:**

1. DIXON will consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of DIXON shall be as assigned in EJCDC C-700-18 Standard General Conditions of the Construction Contract.
2. All of Owner's instructions to Contractor will be issued through DIXON, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
3. Engineer or RPR has authority to Stop Work if Engineer or RPR questions the quality of Work or rejects the Work, or if there (in the sole opinion of Engineer or RPR) a potential for creating an environmental contamination.
4. Finalize Project to observe all items in the contract specifications have been completed and review the quality of workmanship.
5. Duration of Construction Phase: The Construction Phase will terminate upon written recommendation by DIXON for final payment to Contractors.

**B. RPR Services for Maintenance of Existing Structures**

1. Perform services expected of DIXON RPR and as detailed in the EJCDC Construction Contract General Conditions, GC-700-18.
2. Attend a Preconstruction Meeting, and address questions regarding observation services and coordination of field observations.
3. Attend Progress Meetings.
4. Hold Point General:
  - a. Hold Point is a stage of the Construction Project where the Contractor stops Work. Work commences again after the Work is observed and reviewed for compliance.
5. Hold Point Weld/Modifications- Observe, Record, Report, and:
  - a. Observe repair, and or the installation of work for specifications compliance. All weld repairs will be visually observed for surface defects (i.e., undercut, negative reinforcement, non-fusion, etc.).
6. Hold Point Coating Wet Interior - Observe, Record, Report, and:
  - a. Verify test area for abrasive cleaning meets or exceeds minimum of specified standard.
  - b. Collect spent abrasive for sampling and testing.
  - c. Abrasive blast cleaning prior to application of the prime coat.
  - d. Prime coat prior to application of the next coat.
  - e. Intermediate coat prior to application of the stripe or topcoat.
  - f. Stripe coat prior to application of the topcoat.
  - g. Observe wet interior using high/low voltage holiday detection.

- h. Topcoat for compliance with specifications.
- 7. Hold Point Coating Exterior - Observe, Record, Report, and:
  - a. Verify test area for low pressure water blast cleaning (LPWC) meets or exceeds minimum specified standard.
  - b. LPWC for thoroughness and compliance with specifications and verify test area meets or exceeds minimum specified standard for spot tool cleaning (SP-11) or abrasive blast cleaning.
  - c. Abrasive blast cleaning prior to primer application.
  - d. Prime coat prior to application of the epoxy intermediate coat.
  - e. Epoxy intermediate coat prior to application of the urethane intermediate coat.
  - f. Urethane intermediate coat prior to application of the topcoat.
  - g. Topcoat for compliance with specifications.
  - h. Check foundations coating for compliance with specifications.
  - i. Application of the lettering/logo for thoroughness, dimensions (visual only) and aesthetic appearance in accordance with specification requirements, and to verify no damage occurred during lettering.
- 8. Hold Point Coating Dry Interior- Observe, Record, Report, and:
  - a. Abrasive blast cleaning prior to application of the prime coat.
  - b. Spot prime coat prior to application of the intermediate coat.
  - c. Topcoat for compliance with specifications. Review all contract items to ensure they have been completed according to contract requirements.
- 9. Hold Point Coating Pit Piping- Observe, Record, Report, and:
  - a. Abrasive blast cleaning prior to application of the prime coat.
  - b. Prime coat prior to application of the stripe or topcoat.
  - c. Stripe coat prior to application of the topcoat.
  - d. Topcoat for compliance with specifications.
- 10. Hold Point Project Finalization:
  - a. Review all repairs not installed until after coating.
  - b. Examine entire project for damage that occurred during construction or post construction from rigging and de-rigging or other causes.
  - c. Observe the installation of screens, light bulbs, etc.
  - d. Observe Site for restoration to pre-project conditions.
  - e. Formulate a punch list of items to complete.
  - f. Create a second punch list if needed before finalization.
  - g. Finalize the project to ensure all items in the contract specifications have been completed, and the quality of workmanship meets contract requirements.
- C. Construction Phase - Owner's Responsibilities:
  - 1. Inform DIXON in writing of any specific requirements of safety or security programs that are applicable to DIXON, as a visitor to the Site.
  - 2. Attend and participate in the Preconstruction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
  - 3. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of DIXON in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on DIXON, then Owner shall compensate DIXON for any related increases in the cost to provide Construction Phase services.

**A1.03 Post Construction Phase:**

- A. Basic Services:
  - 1. One Year Warranty Observation - ROV and Exterior:

- a. Review all wet or dry interior surfaces for corrosion and/or damage, qualify and quantify damage for repairs. All coating repairs needed are to be quantified by extrapolation of a measured area and compared with warranty requirements.
  - b. Observe the exterior coating and quantify damages.
  - c. Review all repairs completed during Construction Phase.
  - d. Review all exterior appurtenances for damage due to corrosion or construction.
  - e. Review exterior of the exposed foundations.
  - f. Review all health aspects of the tank, including screening of the vent, overflow pipe, and other possible contamination sources.
  - g. Prepare a report documenting all items found that meet or fail to meet warranty requirements and recommendations for repair. The report will be letter format.
- D. Post Construction Phase - Owner's Responsibilities:
- 1. One Year Warranty Observation - ROV Observation:
    - a. Fill the tank to overflow or higher capacity and isolate it from the system during the ROV observation, or as a minimum, maintain positive flow (No water withdrawal from tank).
    - b. Perform chlorine residual and bacteriological testing after completion of observation.

#### **A2.01 ADDITIONAL SERVICES**

- A. Any service not listed or referenced above in Part 1 will be considered an Additional Service.
  - 1. All additional requested services and associated fees shall be documented by Exhibit K, Contract Amendment signed by both parties.

**ANTENNAS ON TOWERS**

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**B1.00 General:**

- B. Almost all towers have some antennas, some only small SCADA antenna, local 911, or internet. If work is to be completed around these antennas, they need to be protected or temporarily removed. Decisions and directives need to be issued early in the Design Phase. If the antennas must be removed, this is the time to make modifications. This Work can be completed by DIXON or Owner. There is a long lead time for most removals, so it is important to get written commitment from the Carrier as to schedule.

DIXON will provide Antenna Contract Administration and field observation as delegated below. If Owner will complete the services – responsibility is to be defined as total or partial for all items below as between Engineer responsible and Owner responsible.

**B1.01 Study Phase Antennas**

- A. Review of the existing Verizon, T-Mobile, and other antenna installations. Review to better configure and/or upgrade equipment on the tank. This review includes a visit to the site to climb the tank to obtain measurements and photographs. This review also includes looking at as built drawings for the installations on the tank.

**B1.02 Design Phase Antennas:**

- A. Review existing leases and determine length of notification required for removal, if applicable. DIXON to generate removal during painting notice letters to Verizon, T-Mobile, and other carriers.
- B. DIXON will schedule, attend, and preside over a meeting with the Owner, Verizon, T-Mobile, and other carriers. The purpose of the meeting is to coordinate the removal of the cellular equipment at the project site for the rehabilitation/painting project.
- C. Design modifications and improvements for reinstallation of Verizon, T-Mobile, and other antenna equipment on the water tank (to be included in the technical specifications).

**B1.03 Construction Phase - Antennas:**

- A. Work with the Owner, Verizon, T-Mobile, and other carriers to determine the best method for temporarily removing the cell carrier's equipment. Work with the Owner to determine the best location for the antenna carrier's temporary cell towers.
- B. Work with the Owner on an as-needed basis to ensure the Verizon, T-Mobile, and other carriers' equipment is removed in a timely fashion to allow the contractor ample time to complete the rehabilitation/painting project.

**B1.04 Post Construction Phase - Antennas:**

- A. Review design modifications/improvements (by others) for reinstallation of cell carriers on existing water tank.
- B. Assist the Owner in coordinating reinstallation of Verizon, T-Mobile, and other antenna equipment on the tank following the rehabilitation/painting of the tank.

- C. Conduct four (4) reinstallation inspections of the water tank once the Verizon, T-Mobile, and other antenna equipment has been reinstalled onto the water tank after the rehabilitation/painting project is completed.



**BASIS OF FEES, INVOICING AND PAYMENT**

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General Provisions of Article 4 of the Agreement has been moved to this EXHIBIT C:

**Part 1 BASIS OF FEES**

**C1.00 Owner's Responsibility:**

- A. Owner shall pay DIXON for Basic (Project Management and Contract Administration), Resident Project Representative (RPR), Post Construction Observation and Additional Services as detailed below and as summarized in Attachment 1 to Exhibit C. (Exhibit C-1).

**C1.01 Basis:**

- A. Standard Hourly Rates - An amount equal to the cumulative hours charged to the Project by each classification of DIXON's personnel, times Standard Hourly Rates and Overtime rates for each applicable billing classification. (Exhibit C-2)
- B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services.
- C. Unit Price (UP) Method: Can be considered individual Lump Sum amounts.

**C1.02 Methods of Rate Calculation and Definitions including Limitations:**

- A. Standard Hourly Rate (SHR) Method:
  - 1. The SHR method may be used for all services. It is more commonly used on portions of various Phase Services where scheduling and speed are controlled by the Contractor and may result in unforeseen project expenses; in Phase 3 Construction, Basic, and RPR services, and for Additional Services during all phases.
    - a. Overtime rates apply to over 40 hours worked between Monday and Friday.
    - b. Overtime rates apply for all hours worked on weekends and holidays.
    - c. Weekend and Holiday hours do not count toward the accounting for 40 hours.
  - 2. The SHR charged by DIXON constitutes full and complete compensation for DIXON services including labor costs, overhead, and profit but not Reimbursable Expenses.
  - 3. The Standard Hourly Rates per employee classification listed in Attachment C-2 do not include reimbursable expenses. The estimated Reimbursable Expenses are NOT calculated and averaged over the classification rate.
    - a. The estimator calculates the number of days a project is expected to require and calculates manpower required to match number of hours and services required.
    - b. The estimator then calculates Reimbursable Expenses based on the same criteria.
    - c. Both the total manpower estimate, and Reimbursable Expenses total estimate are added. And the total estimate is included in the fee schedule shown in Attachment C-1.
- A. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services. The Lump Sum Method fee charged by DIXON constitutes full and completed compensation for DIXON's services including labor costs, overhead, and profit, and reimbursable expenses.
- B. The Lump Sum Method is more commonly used by DIXON for portions of the Phases where DIXON has control over a greater percentage of unknowns, such as the Technical Specifications, Bidding and Contract Documents, and Post Construction Phases excluding fees for Additional Services.
  - 1. DIXON may use a Lump Sum for the entire project.
- D. Unit Price (UP) Method: Can be considered individual Lump Sum amounts. Reimbursable expenses are calculated and included in the Unit Price methods.
  - 1. The Unit Price Method is used when DIXON completes Hold Point Observations, Project Progress or Preconstruction Meetings, known, controlled portions of the Contract and unknown Post Construction (Additional Services).

2. Exhibit J Amendment: If Amendment changes Scope of Services, then Additional Services may be negotiated Lump Sum or Standard Hourly Rate Method.
  2. Exhibit B Antennas: LS, UP, or SHR or Combination per Exhibit K based on type of services.
  3. Exhibit K Addendum: Addenda items (if any) may be negotiated according to any agreed method.
  4. Subconsultants or Subcontractor Service Fees are not included in the SHR, LS, or UP methods. DIXON will invoice for Subconsultant's or Subcontractor's actual invoiced amount times a factor of 1.20. The 1.20 factor includes DIXON's overhead and profit associated with DIXON's responsibility for the administration of such services.
- E. Not every Method of Rate Calculation may be used in this or any Contract, but every contract may be amended by using Exhibit K. If additional Work proposed in Exhibit K involves a different Method of Rate Calculation, it will be clearly defined herein.

**C1.03 Definitions including Limitations:**

- A. Basic Services to be performed are identified as Basic Services in Exhibit A, or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Documents. Basic Services are generally calculated using the SHR method. These services are contracted services and thus are prior authorized.
- B. RPR Services contractually agreed services per Exhibit A or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Document RPR services. These services are primarily observation during the Construction phase. RPR Services are generally calculated using the SHR method for Full Time or Daily services and by Unit Price for Hold Point Observations. Often a Contract for RPR services involves a combination of the SHR and the Unit Price method. These are contracted services and thus are prior authorized.
- C. Contingent Services some services are Basic to every contract such as Preconstruction Meeting and review of Final Pay Request. Other Basic Services and the Project Manager's time associated with them are unknown. Some services are not used on all projects, such as review of multiple Pay Requests, Change Orders, Field Orders, and Work Change Directives. These are services which may or may not be needed, and thus Contingent. Contingent Services are generally calculated using the SHR method but may be Lump Sum or Unit Price method. These are contracted services and thus are prior authorized. Contingent services and fees may not be used in all contracts.
- D. Additional Services are services outside of the Scope of Services as defined in Exhibit A. These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum to Agreement is required. The calculation of fees is Work dependent and may be calculated by the SHR method, or Lump Sum or Unit Price.
- E. Antenna Services are defined in Exhibit B and authorized by Exhibit K – Antenna Addendum. The calculation of the services is usually a combination of Unit Price and SHR methods. These are contracted services (by addendum) and thus are prior authorized.

**C1.04 Fees:**

- A. Contracted Fees are detailed in this Exhibit C Attachment 1.
- B. Contingency Allowance Fees, if identified or requested, are intended to allow the flexibility to continue the Project and Services, without the need for an Addendum for additional fees. Contingent Fees may be transferred within the Project Phase or transferred to other project Phases as needed. Transfer does not require prior authorization. It is intended that any fees in this Contingency be used when other accounts are exhausted or minor Additional Services are required. Contingency fees unused will not be invoiced. Basic and/or RPR Fees may be increased to accomplish the same benefits of a Contingency Allowance.
- C. Set-Off Fees contractual Set-off: (Applies to Construction and Post Construction Phases only) as defined in the Technical Specifications and General Conditions of the Owner/Contractor Contract, is a Contractually agreed remedy for small violations or nonadherence of the Contract terms which

result in extra or unnecessary expenses to the Owner. The cost for these unnecessary expenses is not foreseen and cannot be calculated. They are the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Owner. These services generally do not require prior approval of Owner, because they are required in the administration of the Contract. Set-off fees are invoiced to the Owner, who pays DIXON. The Owner can then Set-off these charges from amounts owed to the Contractor.

1. A few examples of Set-off Fees are when the Owner has incurred extra charges or engineering costs related to:
  - a. Excessive submittal review,
  - b. Excessive evaluations of proposed substitutes,
  - c. Tests and inspections, or return Hold Point Observations to complete Field Work that were determined to be a failed inspection and,
  - d. Work is defective, requires correction or replacement including additional inspection costs.
2. Set-off is only used during the Construction and Post Construction Phases where additional Observation or engineering services are required to correct failed Work.

**C1.05 Estimated Fee:**

- A. The SHR Method of Rate Calculation is an estimate. The SHR Method is prepared based on extensive experience and is intended to be conservative.
  1. Calculating SHR includes, DIXON's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to DIXON under the agreement.
  2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to DIXON that the total compensation amount thus estimated will be exceeded, DIXON shall give Owner notice thereof, allowing Owner to consider its options, including suspension or termination of DIXON's services for Owner's Convenience. Upon notice, Owner and DIXON promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate DIXON's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by DIXON, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend DIXON's services during the negotiations and DIXON exceeds the estimated amount before Owner and DIXON have agreed to an increase in the compensation due DIXON or a reduction in the remaining services, then DIXON shall be paid for all services rendered hereunder.
  3. The requirements of minimum work hours and weeks shall remain in effect through negotiations and the minimum requirements of these paragraphs are not negotiable. An RPR is a professional, and if he remains on Site, he is guaranteed the minimum number of hours. Negotiations may Full Time or Daily RPR to Hold Point Observation Services or reduce the number of Daily Inspections. Then minimum hour requirements apply only to demobilization if RPR was Full Time.

**C1.06 DIXON's Reimbursable Expenses Schedule and Standard Hourly and Overtime Rates:**

- A. Attached to this Exhibit C is Attachment C-2, Standard Hourly Rate and Reimbursable Expense Schedule
- B. Annual Cost Adjustment – January 1 each year.
  1. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of the first January 1 date past expiration date printed on Attachment C-2 to reflect equitable changes in the compensation payable to DIXON. Proposals sent after August 1<sup>st</sup> will have Attachment C-2 with effective rates through December 31 of the subsequent year.

2. Unit Price for Hold Point observations and Lump Sum items shall be increased at the same time as hourly rate by the same percentage increase as Standard Hourly Rates.
3. Notification of these cost adjustments, or the issuance of an Addendum or Change Order are not required, but DIXON shall endeavor to so advise. Failure to supply notification does not waive the right to implement rate increases.

**PART 2 INVOICING AND PAYMENT for Services in EXHIBIT A per EXHIBIT C-1:**

- A. Preparation and Submittal of Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and the terms of this Exhibit C and Attachments C-1 and C-2. DIXON will submit its invoices to Owner monthly. Invoices are due and payable within 30 days of receipt. Small monthly invoices may be held by DIXON only, for a month or more and combined.
- B. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON and then to principal.
- C. Failure to Pay: If Owner fails to make any payment due DIXON for services and expenses within 30 days after receipt of DIXON's invoice, then:
  1. Amounts due DIXON will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 30<sup>th</sup> day.
- D. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- E. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on DIXON's services or compensation, then DIXON may invoice such additional sales or use taxes for reimbursement by the Owner.

**PART 3 SELECTION OF RPR SERVICES**

**C3.01 Hold Point Observations:**

- A. The RPR travels to site to complete the observation and travels back to the Base Office. On site time at a minimum is time to complete observation and to complete report.

**SUMMARY OF DIXON'S COMPENSATION FEES SCHEDULE of VALUES**

1. The total compensation for services under this Agreement is the estimated total compensation amount of **Ninety Thousand, One Hundred, Forty-Five Dollars, \$90,145** and summarized as follows:

Schedule of Values				
Description of Services	# of Units	Unit Price	Amount	Basis of Compensation
A1.01-Technical Specifications and Bidding and Contract Documents			\$7,500	Lump Sum
A1.01-Bid Opening Meeting			\$1,250	Lump Sum
A1.01-Logo Rendering			\$1,500	Lump Sum
A1.02-Preconstruction Meeting			\$1,250	Lump Sum
A1.02-Other Defined Basic Services - Project Administration			\$6,040	Unit Price
A1.02-Progress Meetings	4	\$784	\$3,135	Unit Price
A1.02-RPR Services Weld	2	\$1,500	\$3,000	Unit Price
A1.02-RPR Critical Phase Coating	34	\$1,170	\$39,780	Unit Price
A1.02-Finalization Site Review by PM	2	\$1,490	\$2,980	Unit Price
A1.03-Warranty Observation			\$3,290	Unit Price
B1.00-Antenna Services			\$20,420	Unit Price
Total			\$90,145	

2. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.
3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.

**ELECTRONIC DOCUMENTS PROTOCOL (EDP)**

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With so many personnel and parties involved in Construction, it is essential, especially through the Construction Phase, that all means of EDP, and communication be kept as simple and uniform as possible. The following is a consolidated Protocol prepared by EJCDC which DIXON will complete if contracted to follow. Otherwise, DIXON will open a line of communication as directed by email and when that contact has responded then by simple email, using the agreed addresses will be followed. This excludes Notice and Contract requirements of a contact Person (page One).

**ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)**

The Main Agreement is supplemented by the following consolidated Exhibit E and Exhibit E-Attachment 1: Software Requirements for Electronic Document Exchange:

**E1.01 Electronic Documents Protocol**

- A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.
  - 1. Basic Requirements
    - a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
    - b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
    - c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
    - d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and DIXON and any third party for the Project. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications.
    - e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
  - 2. System Infrastructure for Electronic Document Exchange
    - a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. Except for minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
    - b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project.
    - c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party

maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent.
  - e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of the contract.
  - f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
  - g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP.
  - h. If the Owner operates a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, DIXON, Contractors, during the Project for exchange and storage of Project-related communications and information, then that provision and requirements shall be identified in an Exhibit J - Amendment.
- B. Software Requirements for Electronic Document Exchange; Limitations**
1. Each party will acquire the software necessary to create and transmit and read Electronic Documents received from the other party (and if relevant from third parties).
  2. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

EXHIBIT E ATTACHMENT 1: Agreement Between  
Owner and DIXON

**SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE**

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	EML	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/ Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and DIXON; and Owner's and DIXON's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/ Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by DIXON for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by DIXON to Owner for future word processing use and modification	Email w/ Attach or LFE	DOCX	
a.7	Spreadsheets and data to be submitted to Owner by DIXON for future data processing use and modification DIXON can PDF any Spreadsheet.	Email w/ Attach or LFE	XLSX	
<b>Notes</b>				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.			
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.			
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.			
<b>Key</b>				
EML	Standard Email formats (.eml). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, Flash Drive, File Sharing Services.)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader.			
DWG	Autodesk® AutoCAD. dwg format.			
DOCX	Microsoft® Word. docx format.			
DB	Microsoft® Access .mdb DIXON does not transmit Database material If required for your future use you will have the program.			



**GENERAL PROVISIONS AND RELATED CONDITIONS FROM AGREEMENT OR  
EXHIBITS**

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**GP1.00 Time for Completion:**

- A. The Effective Date of the Task Order and the times for completing services will be stated in each Task Order.
- B. If there is a change in the Scope of Services, or in Scope of Project, if Projects are delayed or suspended through no fault of DIXON, if the orderly and continuous progress of DIXON's services is impaired, if the agreed periods of time or dates are changed, if construction contract dates are extended, then the time for completion of DIXON's services, and the rates and amounts of DIXON's compensation, shall be adjusted equitably. Delay of Projects by Owner or Contractor until the next season (past the expiration date of Exhibit C-Attachment 2), is considered a Change in Scope of Services and the rates and amounts of DIXON's compensation shall be adjusted equitably in accordance with the succeeding year's Exhibit C Attachment 1 and 2.
- C. Owner shall give prompt written notice to DIXON whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance of DIXON's services; the presence at the Site of any Constituents of Concern; or any relevant, material defect or nonconformance in: (a) DIXON's services, (b) the Work, (c) the performance of any Contractor, or (d) Owner's performance of its responsibilities under this Agreement.
- D. The Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay DIXON's performance of its services.
- E. If DIXON fails, through its own fault (for reasons within their control), to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

**GP1.01 Opinions of Probable Construction Cost:**

- A. DIXON's opinions (if any) of probable Construction Cost are to be made on the basis of DIXON's experience, qualifications, and general familiarity with the construction industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive Bidding or market conditions, DIXON cannot and does not guarantee that proposals, Bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by DIXON in Evaluation Reports or verbally by DIXON.

**GP1.02 Standards of Performance and Limitations of Authority of DIXON with Owner and Owner's Contractor:**

- A. **Standard of Care:** The Standard of Care for all services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of this subject profession practicing under similar circumstances at the same time and in the same locality.
- B. **Conflict of Interest:** Nothing in this Agreement will be construed to create or impose any duty on the part of DIXON that would conflict with DIXON's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing DIXON, its Subconsultants or, and all licensed professionals employed by DIXON or its Subconsultants. If during the term of this Agreement a potential or actual conflict of interest arises or is identified.
  - 1. DIXON and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.

2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict-of-interest resolution methodologies) provided DIXON under this Agreement.
- C. Technical accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of DIXON's services. If deficiencies are discovered by DIXON/Owner/or Bidder; DIXON shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- D. Reliance on Others: Subject to the Standard of Care set forth above in Paragraph GP1.02. A, DIXON, and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers and their publishers, or technical standards.
- E. DIXON will make visits to the Site at intervals appropriate to the various stages of construction as DIXON deems necessary to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, DIXON, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents.
- F. DIXON shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall DIXON have authority over or be responsible:
  1. for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor or
  2. the safety precautions and programs incident thereto,
  3. or security or safety at the Project site, nor
  4. for any failure of a Constructor's furnishing and performing of its work.
  5. DIXON shall not be responsible for the acts or omissions of any Constructor or
  6. for Constructor's compliance with Laws and Regulations.
- G. DIXON makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services, nor assumes responsibilities for Contractor's failure to furnish material and provide the Work in accordance with Owner/Contractor Agreement.
- H. DIXON shall not be responsible for any decisions made regarding the construction Agreement requirements, or any application, interpretation, clarification, or modification of the construction Agreement documents other than those made by DIXON or its consultants.
- I. DIXON's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of the Section 975 of the Dodd-Frank Wall Street Reform and the Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements, or (4) providing legal advice or representation.
- J. DIXON shall not be required to sign any document, no matter by whom requested, that would result in DIXON having to certify, guarantee, or warrant conditions whose existence DIXON cannot ascertain within the authorized scope of DIXON's services. The Owner agrees not to make resolution of any dispute with DIXON or payment of any amount due to DIXON in any way contingent upon DIXON signing any such document.
- K. DIXON will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit DIXON's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

**GP1.03 Use of Documents:**

- A. All Documents are instruments of service, and DIXON shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of DIXON) whether the Project is completed or not. NOTE: A delayed project may require revisions of the Bid Documents.
  - 1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project.
  - 2. DIXON grants Owner a limited license to use the Documents on the Specific Project.
  - 3. Owner shall not use, reuse, or modify the Documents without written verification, completion, or adaptation by DIXON. If Owner reuses or modifies documents without authorization, Owner shall indemnify and defend DIXON from any liabilities that result from the reuse.
  - 4. The limited license to the Owner shall not create any rights in third parties.

**GP1.04 Records Retention:**

- A. DIXON shall maintain on file in digital format, for a period of five years following completion or termination of its services under a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to DIXON's services or pertinent to DIXON's performance under the Task Order. Upon Owner's request, DIXON shall provide a copy of any such item to Owner at cost.

**GP1.05 Suspension and Termination:**

- A. Suspension:
  - 1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to DIXON.
  - 2. By DIXON: DIXON may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay DIXON for invoiced services and expenses, or in response to the presence of Constituents of Concern at the Site.
  - 3. If persistent circumstances beyond the control of DIXON have prevented it from performing its obligations under the Task Order.
  - 4. A suspension under a specific Task Order, whether by Owner or DIXON, does not affect the duty of the two parties to proceed with their obligations under other Task Orders.
- B. Termination for Cause – Main Agreement: The obligation to provide further services under this Agreement may be terminated.
  - 1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
  - 2. By DIXON:
    - a. Upon seven days written notice if Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional; or if services for the Project are delayed or suspended for more than 90 days for reasons beyond DIXON's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
    - b. DIXON shall have no liability to the Owner on account of either such termination. This Agreement will not terminate; however, if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof.
  - 3. For convenience, by Owner effective upon DIXON's receipt of notice from Owner.
- C. Termination for Cause – Task Order:
  - 1. Either party may terminate a Task Order for cause upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and the specific Task Order, through no fault of the terminating party.
    - a. Notwithstanding the foregoing, the Task Order will not terminate under Paragraph GP1.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such

notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph GP1.05. B.1, DIXON may terminate a Task Order for cause upon 7 days' written notice:
    - a. If Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional.
    - b. If DIXON's services under the Task Order are delayed or suspended for more than 90 days for reasons beyond DIXON's control: or
    - c. As the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern.
  3. DIXON will have no liability to the Owner on account of any termination by DIXON for cause.
- D. Effective Date of Termination: If Owner terminates the Main Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow DIXON to demobilize personnel and equipment from the Site to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files. DIXON shall be entitled to compensation for such tasks.
- E. Payments Upon Termination:
1. In the event of termination by Owner or by DIXON for cause, DIXON shall be entitled to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.
  2. The scheduled time between Contract Award and the physical start of Construction, or if Construction is postponed for the off season (winter), shall not be considered a "suspension."

**GP1.06 Controlling Law and Compliance with Laws and Regulations:**

- A. DIXON shall comply with all instructions of Owner, and all requirements of Contractor's or Owner's safety program that are applicable to DIXON's performance of services under this Agreement and that Owner provides to DIXON in writing, prior to the Effective Date; subject to the Standard of Care set forth in Paragraph GP1.02. A above, and to the extent compliance is not inconsistent with professional practice requirements.
- B. The following may be the basis for modifications to Owner's responsibilities or to DIXON's scope of services, times of performance, or compensation:
  1. Changes after the Effective Date to Laws and Regulations.
  2. The receipt by DIXON; of changes after the Effective Date, of Owner-provided written policies and procedures.
- C. The General Conditions for any construction contract documents prepared hereunder are to be EJCDC C-700 "Standard General Conditions of the Construction Contract" prepared by the Engineer's Joint Contract Documents Committee, and as modified by DIXON unless expressly indicated otherwise. If Owner supplied General Conditions are used, then DIXON supplied Additions shall also be used to the extent they do not conflict with Owner's.

**GP1.07 Dispute Resolution:**

- A. The Owner and DIXON agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking nonbinding mediation or exercising their rights at law.

- B. If negotiations fail then Owner and DIXON shall proceed to nonbinding mediation before a panel of three, one panel member selected by each party, and one mutually agreeable person. The only requirements are that neither party has any financial or relational control over any panel member. DIXON will select, based on expertise in dispute. (DIXON pays fees for their panel member, Owner pays fees of their member, and third member's fees are to be paid as directed by the panel, even though the panel's final dispute resolution is not accepted).
- C. After one trial mediation, unless an additional attempt is accepted by both parties either party may exercise their rights at law.

**GP1.08 Environmental Condition of Site:**

- A. Owner represents to DIXON that as of the Effective Date to the best of Owner's knowledge, there are no Constituents of Concern, other than those disclosed in writing to DIXON, exist at or adjacent to the Site.
- B. Undisclosed Constituents of Concern. For purposes of this Paragraph GP1.08 the presence at or adjacent to the Site of Constituents of Concern that was not disclosed to DIXON pursuant to Paragraph GP1.08. A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.
  - 1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
  - 2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under a Task Order are not undisclosed Constituents of Concern.
  - 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if DIXON has been informed of the general scope of such contract.
  - 4. Constituents of Concern in the Coating Industry – DIXON and Owner acknowledge that the coating industry may generate hazardous waste or Constituents of Concern (C of C) when removing old coatings, C of C may be existing in soils from coating removal in the past, and some gasket materials contained asbestos. Old coatings may contain heavy metals such as lead, chrome, and cadmium. Hazardous solvents may be present in new coatings, thinners, or used in the cleaning of equipment. These materials may be C of C but are considered Disclosed C of C.
- C. If DIXON Encounters or learns of an undisclosed Constituents of Concern at the Site, then DIXON shall notify Owner. State and Federal notifications, if required, are the responsibility of the Owner.
- D. Owner acknowledges that DIXON is performing professional services for Owner and that DIXON is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as determined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with DIXON's activities under this Agreement.

**INSURANCE REQUIREMENTS AND LIABILITY CONCERNS**

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The Agreement is supplemented to include the following agreement of the parties:

**IR1.00 Insurance:**

- A. The limits of liability for the insurance required on this project are as follows:
- B. By DIXON:
  - 1. Workers' Compensation: Statutory
  - 2. Employer's Liability:
    - 1) Bodily injury, each accident \$1,000,000
    - 2) Bodily injury by disease, each employee \$1,000,000
    - 3) Bodily injury/disease, aggregate \$1,000,000
  - 3. General Liability:
    - 1) Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
    - 2) General Aggregate \$2,000,000
  - 4. Excess or Umbrella Liability:
    - 1) Per Occurrence \$5,000,000
    - 2) General Aggregate \$5,000,000
  - 5. Automobile Liability:
    - 1) Combined Single Limit (Bodily Injury and Property Damage): \$1,000,000
  - 6. Professional Liability:
    - 1) Each Claim Made \$2,000,000
    - 2) Annual Aggregate \$2,000,000
- C. Additional Insured's: The following individuals or entities are to be listed on DIXON's general liability policies of insurance as additional insured's: Owner and other parties requested by Owner Electronic Data Transmittal Protocol within reason.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and DIXON's interests in the Project. Owner shall also require Contractor to cause DIXON and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- E. DIXON shall deliver to the Owner certificates of insurance evidencing the coverages. Such certificates shall be furnished prior to commencement of DIXON's services and at renewals thereafter during the life of the Agreement.
- F. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights, and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against DIXON or its Consultants. Owner and DIXON waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. The Owner shall take appropriate measures in other Project-related contracts to secure waivers of rights.
- G. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- H. At any time, Owner may request that DIXON or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit IR. If so, requested by Owner, and if commercially available, DIXON

shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit IR will be supplemented to incorporate this requirement.

I. Definitions:

1. Owner and Party 1 is Owner and Owner's officers, directors, membership, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
2. DIXON and Party 2 is DIXON and/or DIXON's officers, directors, members, partners, agents, employees, consultants, subcontractors, or others under contract to DIXON relative to this Project or Agreement.

**IR1.01 Limitation of Liability:**

- A. DIXON's Liability Limited to Amount of Insurance Proceeds: DIXON shall procure and maintain insurance as required by and set forth in Exhibit IR to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of DIXON and Party 2 to Owner and anyone claiming by, though, or under Owner shall not exceed the total insurance proceeds paid on behalf of or to DIXON by DIXON's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of DIXON's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement

**IR1.02 Exclusion of Special, Incidental, Indirect, and Consequential Damages:**

- A. To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, DIXON and Party 2 shall not be liable for special, incidental, indirect, or consequential damages arising out of, or related to this Agreement or the Project, from any cause or causes, including but not limited to: damage to water supply or reduction in fire protection.

**IR1.03 Percentage Share of Negligence:**

- A. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming under the other party for damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, DIXON, and all other negligent entities and individuals.

**COMMITTEE AGENDA ITEM  
VILLAGE OF HOFFMAN ESTATES**

**SUBJECT:** Request authorization to award a three-year service contract for asset management software and support to OpenGov, formerly Cartegraph Systems LLC, in an amount not to exceed \$207,000.

**MEETING DATE:** March 20, 2023

**COMMITTEE:** Public Works & Utilities

**FROM:** Joseph Nebel, Director of Public Works  
Aaron Howe, Assistant to the Director of Public Works

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**BACKGROUND:** In January 2021, the Village Board authorized a contract with Cartegraph Systems for the purchase and implementation of asset management software. The Cartegraph system is used to manage service requests, task assignments, part and material inventory, labor tracking, and other functions. In 2022, Cartegraph was acquired by OpenGov. The quality of the overall product and service has not been impacted.

The 2021 contract was for one-year with optional second and third year extensions. However, due to OpenGov’s acquisition, this request represents a new three-year contract (2023-2025).

**DISCUSSION:** Implementation of the Cartegraph system began in August 2021 and is substantially complete. Public Works staff use Cartegraph as the primary service request software for a majority of regular work functions. Staff continues to customize the software to fit the Department’s needs, automate recurring projects or programs, and train additional field staff, among other improvements.

In 2023, staff is requesting additional funding to account for additional user licenses and the ability to track additional assets such as those for lift stations and water pumping stations that were not included in the original scope.

**FINANCIAL IMPACT:** There is \$67,000 in the 2023 Water and Sewer – Capital Projects fund for this program.

**RECOMMENDATION:** Request authorization to award a three-year service contract for asset management software and support to OpenGov, formerly Cartegraph Systems LLC, in an amount not to exceed \$207,000.





OpenGov Inc.  
 PO Box 41340  
 San Jose, CA 95160  
 United States

**Quote Number:** OG-001L0526  
**Created On:** 3/1/2023  
**Order Form Expiration:** 4/4/2023  
**Subscription Start Date:** 4/5/2023  
**Subscription End Date:** 4/4/2026

**Prepared By:** Audrey Helle  
**Email:** ahelle@opengov.com  
**Contract Term:** 36 Months

Customer Information		Contact Name:	
<b>Customer:</b>	Village of Hoffman Estates, IL	<b>Anthony Fashoda</b>	
<b>Bill To/Ship To:</b>	1900 Hassell Road Hoffman Estates Village, Illinois 60169 United States	<b>Email:</b>	anthony.fashoda@hoffmanestates.org

Order Details
<b>Billing Frequency:</b> Annually in Advance
<b>Payment Terms:</b> Net Thirty (30) Days

**SOFTWARE SERVICES:**

Product / Service	Start Date	End Date	Annual Fee
Enterprise Asset Management <i>OMS Users (55 Users), Facilities Domain, Wastewater Collection Domain, Signal Domain, Stormwater Domain, Transportation Domain, Walkability Domain, Water Distribution Domain, Wastewater Treatment Domain, Systems Integration Support (CFAWin &amp; GovQA)</i>	4/5/2023	4/4/2024	\$64,238.99
Enterprise Asset Management <i>OMS Users (55 Users), Facilities Domain, Wastewater Collection Domain, Signal Domain, Stormwater Domain, Transportation Domain, Walkability Domain, Water Distribution Domain, Wastewater Treatment Domain, Systems Integration Support (CFAWin &amp; GovQA)</i>	4/5/2024	4/4/2025	\$64,881.38
Enterprise Asset Management <i>OMS Users (55 Users), Facilities Domain, Wastewater Collection Domain, Signal Domain, Stormwater Domain, Transportation Domain, Walkability Domain, Water Distribution Domain, Wastewater Treatment Domain, Systems Integration Support (CFAWin &amp; GovQA)</i>	4/5/2025	4/4/2026	\$65,530.19

**Annual Subscription Total:** See Billing Table

**Billing Table:**

Billing Date	Amount Due
April 5, 2023	\$64,238.99
April 5, 2024	\$64,881.38
April 5, 2025	\$65,530.19

**Order Form Legal Terms**

Welcome to OpenGov! Thanks for using our Software Services. This Order Form is entered into between OpenGov, Inc., with its principal place of business at PO Box 41340, San Jose, CA 95160 ("OpenGov"), and you, the entity identified above ("Customer"), as of the Effective Date. This Order Form includes and incorporates the OpenGov Software Services Agreement ("SSA") executed by the parties and attached, or if no such SSA is executed or attached, the SSA at <https://opengov.com/terms-of-service> and the applicable Statement of Work ("SOW") incorporated herein in the event Professional Services are purchased. The Order Form, SSA and SOW shall hereafter be referred to as the "Agreement". Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, on the Effective Date. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Terms and Conditions. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the terms in the Agreement to the exclusion of all other terms.

Village of Hoffman Estates, IL

OpenGov, Inc.

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

## OPENGOV SOFTWARE SERVICES AGREEMENT

This Software Services Agreement (this "**Agreement**") is entered into by OpenGov, Inc., a Delaware corporation with a principal place of business at 6525 Crown Blvd #41340, San Jose, CA 95160 ("**OpenGov**") and the customer listed on the signature block below ("**Customer**"), as of the date of last signature below (the "**Effective Date**"). This Agreement sets forth the terms under which Customer will be permitted to use OpenGov's hosted software services.

### 1. DEFINITIONS

"**Customer Data**" means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer's software systems of record). Customer Data shall not include any confidential personally identifiable information.

"**Documentation**" means the documentation for the Software Services at the Customer Resource Center page found at <https://opengov.zendesk.com>.

"**Feedback**" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums.

~~"**Initial Term**" means the initial license term specified in number of years on the Order Form, commencing on the Effective Date.~~

"**Intellectual Property Rights**" means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

"**Order Form**" means OpenGov's Software Services order form that: (a) specifies the Software Services provided by OpenGov; (b) references this Agreement; and (c) is signed by authorized representatives of both parties.

~~"**Renewal Term**" means each additional renewal period, which shall be for a period of equal duration as the Initial Term, for which this Agreement is extended pursuant to Section 7.2.~~

### 2. SOFTWARE SERVICES, SUPPORT AND PROFESSIONAL SERVICES

2.1 **Software Services.** Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to perform the software services identified in the applicable Order Form entered into by OpenGov and Customer ("**Software Services**").

2.2 **Support & Service Levels.** Customer support is available by email to [support@opengov.com](mailto:support@opengov.com) or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov's standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance with the Support and Software Service Levels found at <https://opengov.com/service-sla>, as long as Customer is entitled to receive support under the applicable Order Form and this Agreement.

#### 2.3 Professional Services.

(a) If OpenGov or its authorized independent contractors provides professional services to Customer, such as implementation services, then these professional services will be described in a statement of work ("**SOW**") agreed to by the parties (the "**Professional Services**"). Unless otherwise specified in the SOW, any pre-paid Professional Services Fees must be utilized within one (1) year from the Effective Date. Any unused pre-paid Professional Services Fees shall be forfeited.

(b) Unless the SOW provides otherwise, all reasonable travel expenses, pre-approved by Customer and incurred by OpenGov in performing the professional services will be reimbursed by Customer. Travel expenses

include cost of coach airfare travel round trip from the individual's location to Customer's location, reasonable hotel accommodations, ground transportation and meals.

### **3. RESTRICTIONS AND RESPONSIBILITIES**

3.1 **Restrictions.** Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.

3.2 **Responsibilities.** Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

### **4. INTELLECTUAL PROPERTY RIGHTS; LICENSE GRANTS; ACCESS TO CUSTOMER DATA**

4.1 **Software Services.** OpenGov retains all right, title, and interest in the Software Services and all Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov and Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov hereby grants to Customer a non-exclusive, royalty-free license during the Term to use the Software Services.

4.2 **Customer Data.** Customer retains all right, title, and interest in the Customer Data and all Intellectual Property Rights therein. Customer hereby grants to OpenGov a non-exclusive, royalty-free license to, and permit its partners (which include, without limitation the hosting providers of the Software Services) to, use, store, edit and reformat the Customer Data, and to use Customer Data for purposes of sales, marketing, business development, product enhancement, customer service, or for analyzing such data and publicly disclosing such analysis ("**Insights**"), provided that in all such uses Customer Data is rendered anonymous such that Customer is no longer identifiable.

4.3 **Access to Customer Data.** Customer may download the Customer Data from the Software Services at any time during the Term, other than during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.

4.4 **Feedback.** Customer hereby grants to OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

### **5. CONFIDENTIALITY**

5.1 Each party (the "**Receiving Party**") agrees not to disclose any Confidential Information of the other party (the "**Disclosing Party**") without the Disclosing Party's prior written consent, except as provided below. The Receiving Party further agrees: (a) to use and disclose the Confidential Information only in connection with this Agreement; and (b) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

5.2 **"Confidential Information"** means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable Software Agreement). OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services and all Documentation.

5.3 Notwithstanding the foregoing, "Confidential Information" does not include: (a) **"Public Data,"** which is data that the Customer has previously released to the public, would be required to release to the public, upon request, according to applicable federal, state, or local public records laws, or Customer requests OpenGov make available to the public in conjunction with the Software Services. Confidential Information does not include (b) information that has become publicly known through no breach by the receiving party; (c) information that was rightfully received by the Receiving Party from a third party without restriction on use or disclosure; or (d) information independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

## 6. PAYMENT OF FEES

### 6.1 Fees; Invoicing; Payment; Expenses.

(a) Fees. The fees for the Software Services for the Initial Term and any Renewal Term ("**Software Services Fees**") and the fees for Professional Services ("**Professional Services Fees**") are set forth in the applicable Order Form. Software Services Fees and Professional Services Fees shall hereafter be referred to as "**Fees**". Except to the extent otherwise expressly stated in this Agreement or in an Order Form, (i) all obligations to pay Fees are non-cancelable and all payments are non-refundable, (ii) Customer must pay all Fees due under all Order Forms and SOW within thirty (30) days after Customer receives each invoice (invoices are deemed received when OpenGov emails them to Customer's designated billing contact); (iii) the Software Service Fee shall be due annually in advance, and (iv) Customer must make all payments without setoffs, withholdings or deductions of any kind.

(b) Annual Software Maintenance Price Adjustment. OpenGov shall increase the Fees payable for the Software Services during any Renewal Term by 5% each year of the Renewal Term.

(c) Invoicing and Payment. OpenGov will invoice the Customer according to the Billing Frequency listed on the Order Form. Customer shall pay all invoices according to the Payment Terms listed on the Order Form.

(d) Travel Expenses. Unless the SOW provides otherwise, OpenGov will invoice Customer for travel expenses, pre-approved by the Customer, incurred in connection with each SOW as they are incurred. Customer shall pay all such valid invoices within thirty (30) days of receipt of invoice. Each invoice shall include receipts for the travel expenses listed on the invoice.

### (e) Customer Delays; On Hold Fee.

I. On Hold Notice. Excluding delays caused by Force Majeure as described in Section 10.5, if OpenGov determines that Customer's personnel or contractors are not completing Customer's responsibilities described in the applicable SOW timely or accurately, OpenGov shall promptly, but in no event more than thirty (30) days from the date of such determination deliver to Customer a notice (an "**On Hold Notice**") that (A) designates the Professional Services to be provided to the Customer as "**On Hold**", (B) detail Customer's obligations and responsibilities necessary for OpenGov to continue performing the Professional Services, and (C) specify the Customer shall be invoiced for lost time in production (e.g. delayed or lost revenue resulting from rescheduling work on other projects, delay in receiving milestone payments from Customer, equipment, hosting providers and human resources idle) for a fee equal to 10% of the first year Software Service Fee (the "**On Hold Fee**").

II. Effects of On Hold Notice. Upon issuing an On Hold Notice, OpenGov shall be entitled, without penalty, to (A) reallocate resources otherwise reserved for the performance of the Professional Services, and (B) stop or caused to be stopped the Professional Services to be provided to the Customer

until the Customer has fulfilled its obligations as set forth in the On Hold Notice. OpenGov shall remove the "On Hold" status, only upon Customer's fulfillment of its obligations set out in the On Hold Notice, including payment of the On Hold Fee. Upon Customer's fulfillment of its obligations in the On Hold Notice, OpenGov may, in its sole discretion, extend the timeline to complete certain Professional Services up to six (6) weeks, depending on the availability of qualified team resources (OpenGov cannot guarantee that these team resources will be the same as those who were working on the project prior to it being placed On Hold). OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities or adhere to a Customer schedule which were brought to the attention of the Customer on a timely basis, unless such delays result, directly or indirectly from the failure of OpenGov or its authorized independent contractors to perform the Professional Services in accordance with this Agreement or applicable SOW.

6.2 Consequences of Non-Payment. If Customer fails to make any payments required under any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law, (a) Customer will owe late interest penalty of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower and (b) If Customer's account remains delinquent (with respect to payment of a valid invoice) for thirty (30) days after receipt of a delinquency notice from OpenGov, which may be provided via email to Customer's designated billing contact, OpenGov may temporarily suspend Customer's access to the Software Service for up to ninety (90) days to pursue good faith negotiations before pursuing termination in accordance with Section 7. Customer will continue to incur and owe all applicable Fees irrespective of any such Service suspension based on such Customer delinquency.

6.3 Taxes. All Fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("**Sales Taxes**"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the Fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes. In the event Customer or the transactions contemplated by the Agreement are exempt from Sales Taxes, Customer agrees to provide OpenGov, as evidence of such tax exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

## 7. TERM & TERMINATION

7.1 Term. Subject to compliance with all terms and conditions, the term of this Agreement shall commence on the Effective Date and shall continue until the Subscription End Date specified on the Order Form (the "**Initial Term**") unless sooner terminated pursuant to Section 7.3 below.

~~7.2 Renewal. This Agreement shall automatically renew for another period of the same duration as the Initial Term (the "**Renewal Term**" and together with the Initial Term, the "**Term**"); unless either party notifies the other party of its intent not to renew this Agreement in writing no less than thirty (30) days before the end of the Initial Term.~~

7.3 Termination. Neither party shall have the right to terminate this Agreement without a legally valid cause. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement.

### 7.4 Effect of Termination.

(a) In General. Upon termination pursuant to Section 7.3 or expiration of this Agreement pursuant to Section 7.1: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the effective date of termination or expiration, (b) all Software Services provided to Customer hereunder shall immediately terminate; and (c) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

(b) Deletion of Customer Data. Unless otherwise requested pursuant to this Section 7.4(b), upon the expiration or termination of this Agreement the Customer Data, excluding any Insights, shall be deleted pursuant

to OpenGov's standard data deletion and retention practices. Upon written request, Customer may request deletion of Customer Data, excluding any Insights, prior to the date of termination or expiration of this Agreement. Such request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice described at Section 10.

7.5 **Survival.** The following sections of this Agreement shall survive termination: Section 5 (Confidentiality), Section 6 (Payment of Fees), Section 7.4(b) (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).

## 8. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

### 8.1 By OpenGov.

(a) **General Warranty.** OpenGov represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related statement of work and generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform all such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must make any claim under the foregoing warranty to OpenGov in writing within ninety (90) days of performance of such work in order to receive such warranty remedies.

(b) **Software Services Warranty.** OpenGov further represents and warrants that for a period of ninety (90) days, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Any claim submitted under this Section 8.1(b) must be submitted in writing to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the Fee for such Software Services.

8.2 **By Customer.** Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

8.3 **Disclaimer.** OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

## 9. LIMITATION OF LIABILITY

9.1 **By Type.** NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9.2 **By Amount.** IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

9.3 **Limitation of Liability Exclusions.** The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party's unauthorized use, distribution, or disclosure of the other party's intellectual property.

9.4 **No Limitation of Liability by Law.** Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

## **10. MISCELLANEOUS**

10.1 **Logo Use.** OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.

10.2 **Notice.** Ordinary day-to-day operational communications may be conducted by email, live chat or telephone communications. However, for notices, including legal notices, required by the Agreement (in Sections where the word "notice" appears) the parties must communicate more formally in a writing given by personal delivery, by pre-paid first-class mail or by overnight courier to the address specified in the most recent Order Form (or such other address as may be specified in writing in accordance with this Section).

10.3 **Anti-corruption.** OpenGov has not offered or provided any bribe, kickback, illegal or improper payment, gift, or thing of value to any Customer personnel in connection with the Agreement, other than reasonable gifts and entertainment provided Customer in the ordinary course of business. If OpenGov become aware of any violation of the above restriction then OpenGov shall promptly notify Customer.

10.4 **Injunctive Relief.** The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

10.5 **Force Majeure.** Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.

10.6 **Severability; Waiver.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. There are no third-party beneficiaries to this Agreement.

10.7 **Assignment.** Except as set forth in this Section, neither party shall assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to: (i) its corporate affiliate; or (ii) any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement shall inure to the benefit of and bind each party's permitted assigns and successors.

10.8 **Independent Contractors.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect.

10.9 **Attorneys' Fees.** ~~In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.~~

10.10 **Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of Illinois California without regard to its conflict of laws provisions. Exclusive jurisdiction for litigation of any dispute, controversy or

claim arising out of or in connection with this Agreement shall be only in the Federal or State court with competent jurisdiction located in Cook County, Illinois ~~San Mateo County, California~~, and the parties hereby submit to the personal jurisdiction and venue therein.

10.11 Complete Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.



**COMMITTEE AGENDA ITEM  
VILLAGE OF HOFFMAN ESTATES**

**SUBJECT:** Request authorization to award a three-year contract for street sweeping to Lakeshore Recycling Systems LLC (low bid) in an amount not to exceed \$420,000.

**MEETING DATE:** March 20, 2023

**COMMITTEE:** Public Works & Utilities

**FROM:** Joseph Nebel, Director of Public Works  
John Kovaka, Traffic Operations Supervisor

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**BACKGROUND:** The Village street sweeping program typically includes four Village-wide sweeps, occurring in the spring, summer, fall, and early winter, and one optional partial sweep performed in targeted areas in the summer. Street sweeping reduces debris on roadways while also limiting the amount of debris that enters the storm sewer system.

On occasion, additional street sweeping may be requested by the Village throughout the year to address special events, areas with excessive debris, and/or department construction site clean-up. The cost associated with this work, if necessary, is included in the not to exceed amount requested.

This request is for an initial one-year term (2023) with optional second and third year extensions (2024 and 2025).

**DISCUSSION:** In March 2023, the Village received a single bid for this program from Lakeshore Recycling Systems (LRS). However, LRS has provided street sweeping services to the Village since 2018 with satisfactory results and staff recommends award of this contract.

**FINANCIAL IMPACT:** There is \$140,000 in the General Fund operating budget for this program.

**RECOMMENDATION:** Request authorization to award a three-year contract for street sweeping to Lakeshore Recycling Systems LLC (low bid) in an amount not to exceed \$420,000.

**APPENDIX**

*Bid Tabulation – 2023 through 2025 street sweeping program*

VILLAGE OF HOFFMAN ESTATES, ILLINOIS			
TABULATION OF BIDS			
2023 Contract Street Sweeping			
Bid Opening Date:	March 6th, 2023	<b>LAKESHORE RECYCLING SYSTEMS, LLC</b> West Chicago, IL	
Bid Opening Time:	10:00 A.M.		
Attended By:	John Kovaka		
Title:	Traffic Operations Supervisor		
Proposal Guarantee:	Bid Bond or Check	BID BOND	\$2,000.00
2023 Service Year	Estimated Quantity (Curb Miles)	Unit Price	Total
1st Full Sweep	300	\$ 74.99	\$ 22,497.00
2nd Full Sweep	300	\$ 74.99	\$ 22,497.00
Optional Partial Sweep	122	\$ 74.99	\$ 9,148.78
3rd Full Sweep	300	\$ 108.00	\$ 32,400.00
4th Full Sweep	300	\$ 108.00	\$ 32,400.00
*Extra Work: on Saturday's	-	\$ 74.99	-
*Extra Work: Sundays/Holidays	-	\$ 108.00	-
		Bid Total:	\$ 118,942.78
2024 Service Year	Estimated Quantity (Curb Miles)	Unit Price	Total
1st Full Sweep	300	\$ 78.74	\$ 23,622.00
2nd Full Sweep	300	\$ 78.74	\$ 23,622.00
Optional Partial Sweep	122	\$ 78.74	\$ 9,606.28
3rd Full Sweep	300	\$ 113.40	\$ 34,020.00
4th Full Sweep	300	\$ 113.40	\$ 34,020.00
*Extra Work: on Saturday's	-	\$ 78.74	-
*Extra Work: Sundays/Holidays	-	\$ 113.40	-
		Bid Total:	\$ 124,890.28
2025 Service Year	Estimated Quantity (Curb Miles)	Unit Price	Total
1st Full Sweep	300	\$ 82.67	\$ 24,801.00
2nd Full Sweep	300	\$ 82.67	\$ 24,801.00
Optional Partial Sweep	122	\$ 82.67	\$ 10,085.74
3rd Full Sweep	300	\$ 119.07	\$ 35,721.00
4th Full Sweep	300	\$ 119.07	\$ 35,721.00
*Extra Work: on Saturday's	-	\$ 82.67	-
*Extra Work: Sundays/Holidays	-	\$ 119.07	-
		Bid Total:	\$ 131,129.74
<b>Bid Total (2023 Service Year):</b>		\$	118,942.78
<b>Bid Total (2024 Service Year):</b>		\$	124,890.28
<b>Bid Total (2025 Service Year):</b>		\$	131,129.74
<b>Grant Total (2023 - 2025):</b>		\$	374,962.80



**HOFFMAN ESTATES**  
DEPARTMENT OF PUBLIC WORKS

**Contract**

1. THIS AGREEMENT, made and concluded the \_\_\_\_\_ day of \_\_\_\_\_, Month and Year, between the \_\_\_\_\_ Village of \_\_\_\_\_ Hoffman Estates acting by and through its \_\_\_\_\_ Mayor and Board of Trustees known as the party of the first part, and \_\_\_\_\_ Lakeshore Recycling Systems LLC his/their executors, administrators, successors or assigns, known as the party of the second part.

2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Bid/Proposal Documents hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Village Representative under it.

3. The party of the second part agrees to abide by all OSHA, IDOT, and MUTCD safety requirements and all laws and statutes of the State of Illinois including but not limited to the Prevailing Wage Act (if applicable). Prevailing rates of wages are revised by the Illinois Department of Labor and are available on the Department's official website.

4. And it is also understood and agreed that the Instructions to Bidders, General Conditions, Specifications, Scope of Services, Special Provisions, Site Maps and Contract Proposal hereto attached, and the Plans for Section \_\_\_\_\_ in \_\_\_\_\_ Hoffman Estates, approved by the Village of Hoffman Estates in the State of Illinois \_\_\_\_\_, are essential documents of this contract and are a part hereof.  
Date \_\_\_\_\_

5. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest: \_\_\_\_\_ Clerk  
(Seal)

The \_\_\_\_\_ Village of \_\_\_\_\_ Hoffman Estates  
By \_\_\_\_\_  
Party of the First Part  
(If a Corporation)

Corporate Name \_\_\_\_\_ Lakeshore Recycling Systems LLC  
By \_\_\_\_\_ John Larsen, Chief Operating Officer  
President Party of the Second Part  
(If a Co-Partnership)

Attest: GHM  
Corey H. Grauer, Corporate Secretary  
Secretary

Partners doing Business under the firm name of \_\_\_\_\_  
Party of the Second Part  
(If an individual)  
Party of the Second Part

VILLAGE OF HOFFMAN ESTATES  
PROPOSAL FORM

It is understood that this proposal form, when signed by both parties, shall constitute a contract. It is also understood that either party may cancel the whole or any part of this contract with the delivery of thirty (30) days writing notice to the other party.

It is further understood that the Village of Hoffman Estates reserves the right to waive any formality in, or to reject in whole or in part, any and/or all bids.

The undersigned, having examined all bid documents and conditions affecting the requested services, agrees to deliver said specified services for the length of the contract period. It is understood that the Village will provide payment for accepted services rendered within thirty (30) days of receipt of invoice for said services. At no time during the contract will the Village of Hoffman Estates be obligated to pay for any type of additional surcharge(s).

The prices contained herein shall remain valid until December 31, 2023.

Name of Bid: Village of Hoffman Estates 2023 Contract Street Sweeping

Company Name: Lakeshore Recycling Systems LLC

Bidder Name (print): Jennifer Tormey


Title: CleanSweep Operations Manager

~~Business Address:~~ 5500 Pearl Street, 3rd Floor

Rosemont, IL 60018

Email Address: jtormey@lrsrecycles.com

Telephone: 773/619-6180

Signature:  Date: 3-1-23

**Information on all Proposal Forms mandatory. Please include three copies of each form with your bid documents.**

LRS CleanSweep drivers are members of Local 673, International Brotherhood of Teamsters;  
wages and benefits are governed accordingly by collective bargaining agreement.

LRS CleanSweep employees are members of Local 673, the International Brotherhood of Teamsters; wages and benefits are covered by this collective bargaining agreement.

2023 CONTRACT STREET SWEEPING  
**PROPOSAL FORM**

This contract requires sweeping of roadways clean of debris inclusive of the removal and disposal of accumulated refuse to an approved landfill that meets State of Illinois requirements.

Indicate service costs during the stated time periods for the following: sweeping of approximately 300 curb-miles; and sweeping of approximately 122 curb-miles.

**300 curb-miles during the months of April, May, and June:**

\$ 74.99 per curb mile

**300 curb-miles during the months of July, August, and September:**

\$ 74.99 per curb mile

**300 curb-miles during the months of October, November, and December:**

\$ 108.00 per curb mile

**122 curb-miles during the months of April, May, and June:**

\$ 74.99 per curb mile

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ADDITIONAL SERVICE REQUESTED

**Cost per curb-mile for "call-in" Saturdays:**

\$ 74.99 per curb mile

**Cost per curb mile for "call-in" Sundays and Holidays (e.g. 4<sup>th</sup> of July):**

\$ 108.00 per curb mile

**Minimum number of curb miles charged for "call-in":**


(zero) 0 curb miles

Lakeshore Recycling Systems LLC

Company Name  
5500 Pearl Street, 3rd Floor

Address  
Rosemont, IL 60018

City, State & Zip Code

 Jennifer Tormey  
Signature

LRS CleanSweep employees are members of Local 673, the International Brotherhood of Teamsters; wages and benefits are governed by collective bargaining agreement.

2023 CONTRACT STREET SWEEPING  
PROPOSAL FORM

Alternate Bid Prices for Contract Extension – 2024

This contract requires sweeping of roadways clean of debris inclusive of the removal and disposal of accumulated refuse to an approved landfill that meets State of Illinois requirements.

Indicate service costs during the stated time periods for the following: sweeping of approximately 300 curb-miles; and sweeping of approximately 122 curb-miles.

300 curb-miles during the months of April, May, and June:

\$ 78.74 \_\_\_\_\_ per curb mile

300 curb-miles during the months of July, August, and September:

\$ 78.74 \_\_\_\_\_ per curb mile

300 curb-miles during the months of October, November, and December:

\$ 113.40 \_\_\_\_\_ per curb mile

122 curb-miles during the months of April, May, and June:

\$ 78.74 \_\_\_\_\_ per curb mile

ADDITIONAL SERVICE REQUESTED

Cost per curb-mile for “call-in” Saturdays:

\$ 78.74 \_\_\_\_\_ per curb mile

Cost per curb mile for “call-in” Sundays and Holidays (e.g. 4<sup>th</sup> of July):

\$ 113.40 \_\_\_\_\_ per curb mile

Minimum number of curb miles charged for “call-in”:

\_\_\_\_\_ zero (0) curb miles

Lakeshore Recycling Systems LLC

Company Name

5500 Pearl Street, 3rd Floor

Address

Rosemont, IL 60018

City, State & Zip Code



Jennifer Tormey

Signature

LRS CleanSweep employees are members of Local 673, the International Brotherhood of Teamsters; wages and benefits are governed by collective bargaining agreement.

**2023 CONTRACT STREET SWEEPING  
PROPOSAL FORM**

**Alternate Bid Prices for Contract Extension – 2025**

This contract requires sweeping of roadways clean of debris inclusive of the removal and disposal of accumulated refuse to an approved landfill that meets State of Illinois requirements.

Indicate service costs during the stated time periods for the following: sweeping of approximately 300 curb-miles; and sweeping of approximately 122 curb-miles.

**300 curb-miles during the months of April, May, and June:**

\$ 82.67 per curb mile

**300 curb-miles during the months of July, August, and September:**

\$ 82.67 per curb mile

**300 curb-miles during the months of October, November, and December:**

\$ 119.07 per curb mile

**122 curb-miles during the months of April, May, and June:**

\$ 82.67 per curb mile

**ADDITIONAL SERVICE REQUESTED**

**Cost per curb-mile for "call-in" Saturdays:**

\$ 82.67 per curb mile

**Cost per curb mile for "call-in" Sundays and Holidays (e.g. 4<sup>th</sup> of July):**

\$ 119.07 per curb mile

**Minimum number of curb miles charged for "call-in":**

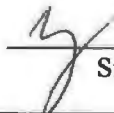
(zero) 0 curb miles

Lakeshore Recycling Systems LLC

Company Name  
5500 Pearl Street, 3rd Floor

Address  
Rosemont, IL 60018

City, State & Zip Code

 Jennifer Tormey  
Signature

VILLAGE OF HOFFMAN ESTATES  
**REFERENCES**  
**RETURN WITH BID**

**BIDDER NOTE:** List five (5) references where like-services have been performed in comparable scope. Like-services would include other municipalities, park districts, county and state agencies, large companies, etc. Municipal or Park District references are to be provided if possible and are preferred. References are mandatory.

**BUSINESS NAME:** Village of Algonquin  
**ADDRESS:** 2200 Harnish Drive, Algonquin IL 60102  
**CONTACT PERSON:** Vince Kilcullen, Streets Division Supervisor  
**PHONE NUMBER:** 847/658-1284  
**APPROXIMATE DATE:** 2019 - present

**BUSINESS NAME:** Village of Carpentersville  
**ADDRESS:** 1200 L.W. Besinger Drive  
**CONTACT PERSON:** Mark Self, Construction Maintenance Supervisor  
**PHONE NUMBER:** 224/293-1600  
**APPROXIMATE DATE:** 2015 to present

**BUSINESS NAME:** City of Naperville  
**ADDRESS:** 180 Fort Hill Drive, Naperville, IL  
**CONTACT PERSON:** Dave Naley, Field Supervisor  
**PHONE NUMBER:** 630/417-2380  
**APPROXIMATE DATE:** 2020 to present

**BUSINESS NAME:** City of Crystal Lake  
**ADDRESS:** 100 W. Woodstock Street, Crystal Lake, IL 60014  
**CONTACT PERSON:** Larry Zurek  
**PHONE NUMBER:** 815/356-3744  
**APPROXIMATE DATE:** 2019 to present

**BUSINESS NAME:** Village of Glenview  
**ADDRESS:** 2500 East Lake Avenue, Glenview, IL 60026  
**CONTACT PERSON:** Daniel Leicht, 847/657-3030  
**PHONE NUMBER:** 847/657-3030  
**APPROXIMATE DATE:** 2021 to present



**NOTE: THIS FORM MUST BE NOTARIZED**

**RETURN WITH BID**

**VILLAGE OF HOFFMAN ESTATES  
BID CERTIFICATE FORM**

RE: Certification of bidder, compliance with the Illinois Criminal Code  
Lakeshore Recycling Systems LLC

I/We hereby certify that, Lakeshore Recycling Systems LLC (name of bidding firm) by bidding on this contract, no action has occurred that would result in a violation of 720 ILCS 5/33E, Public Contracts of the Illinois Criminal Code.

Signed: [Signature]

Name/Title: Jennifer Tormey, CleanSweep Operations Manager (please print)

Date: February 24, 2023

Attest: [Signature] (Notary Public)

Commission Expiry: 1/9/27

Date: 3/1/23



(SEAL)

**THIS FORM IS MANDATORY. PLEASE INCLUDE THREE COPIES OF THIS FORM WITH YOUR BID DOCUMENTS.**

**SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATE  
RETURN WITH BID**

The undersigned, upon being first duly sworn, hereby certifies to the Village of Hoffman Estates that the undersigned has in place a written Substance Abuse Prevention Program that meets or exceeds the requirements of the State of Illinois P.A. 095-0635, or has a collective bargaining agreement in effect dealing with the subject matter of P.A. 095-0635. The Contractor and Subcontractors will file a copy of the Substance Abuse Prevention Program, or collective bargaining agreement, with the Client prior to any work being conducted on the project.

Jennifer Tormey, Lakeshore Recycling Systems LLC

(Name of Contractor)



CleanSweep Operations Manager

(Title)

Subscribed and sworn to before me this 1<sup>st</sup> day of March, 2023.

My Commission expires: 1/9/27



(Notary Public)



(SEAL)

**THIS FORM IS MANDATORY. PLEASE INCLUDE THREE COPIES OF THIS FORM WITH YOUR BID DOCUMENTS.**

**COMMITTEE AGENDA ITEM  
VILLAGE OF HOFFMAN ESTATES**

**SUBJECT:** Request authorization to award a three-year contract for landscape maintenance of Village-maintained detention areas, cul-de-sac islands, and water/sewer facilities to V. Cardenas Landscaping (low bid) in an amount not to exceed \$104,000.

**MEETING DATE:** March 20, 2023

**COMMITTEE:** Public Works & Utilities

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

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**BACKGROUND:** Services under this contract include weekly or bi-weekly mowing of: Village-maintained retention/detention areas; center medians and cul-de-sac islands; select secondary street rights-of-way; and lift station, well house, and water tower sites (referred to as "C/D mowing sites"). A contract extension for mowing of A/B sites, including Village-owned facilities and state/county ROWs, was previously awarded at the February 2023 Village Board meeting.

This request is for a one year contract (2023) with optional second and third year extensions (2024 and 2025).

**DISCUSSION:** In February 2023, the Village received bids for this program and V. Cardenas Landscaping was the low-responsible bidder. Cardenas has previously provided satisfactory performance conducting similar work for the Village, most recently from 2016 through 2022. A tabulation of bids is included as an appendix. Cardenas has also been awarded the contract for A/B mowing sites for 2022-2024.

**FINANCIAL IMPACT:** There is a total of \$255,000 in the 2023 General Fund Forestry Professional Services account for contracted mowing, tree trimming, contracted brush pick up, and tree removals, among other items.

**RECOMMENDATION:** Request authorization to award a three year contract for landscape maintenance of Village-maintained detention areas, cul-de-sac islands, and water/sewer facilities to V. Cardenas Landscaping (low bid) in an amount not to exceed \$104,000.

**APPENDIX**

*Tabulation of Bids – Landscape Maintenance of C/D Sites*

VILLAGE OF HOFFMAN ESTATES, ILLINOIS TABULATION OF BIDS											
2023 Landscape Maintenance Services C & D Locations											
Bid Opening Date:		Thursday, March 2, 2023		<b>V. Cardenas Landscaping Inc</b>		<b>Milieu Design</b>		<b>Fleck's Landscaping</b>		<b>Bolt Electric Landscaping Inc</b>	
Bid Opening Time:		10:00 AM		East Dundee, Il		Lake Zurich, Il		Wheeling, Il		Schaumburg, Il	
Attended By:		Nick Lackowski									
Title:		Village Forester									
Proposal Guarantee:		Bid Bond or Check; \$1,000		Check \$ 1,000		Bid Bond \$ 1,000		Bid Bond \$ 1,000		Check \$ 1,000	
		Completed Required Forms:		Yes		Yes		Yes		Yes	
Service		Estimated Quantity									
2023		N/A		\$ 33,631.73		\$ 73,780.00		\$ 85,884.00		\$ 88,581.22	
2024		N/A		\$ 33,631.73		\$ 75,225.00		\$ 85,884.00		\$ 93,010.06	
2024		N/A		\$ 35,310.56		\$ 76,721.00		\$ 85,884.00		\$ 97,660.75	
Total		\$ 102,574.02		Total \$ 225,726.00		Total \$ 257,652.00		Total \$ 257,652.00		Total \$ 279,252.03	



**HOFFMAN ESTATES**  
DEPARTMENT OF PUBLIC WORKS

**Contract**

1. THIS AGREEMENT, made and concluded the \_\_\_\_\_ day of \_\_\_\_\_ Month and Year between the \_\_\_\_\_ Village of \_\_\_\_\_ Hoffman Estates acting by and through its \_\_\_\_\_ Mayor and Board of Trustees known as the party of the first part, and \_\_\_\_\_ his/their executors, administrators, successors or assigns, known as the party of the second part.

2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Bid/Proposal Documents hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Village Representative under it.

3. The party of the second part agrees to abide by all OSHA, IDOL and MUTCD safety requirements and all laws and statutes of the State of Illinois including but not limited to the Prevailing Wage Act (if applicable). Prevailing rates of wages are revised by the Illinois Department of Labor and are available on the Department's official website.

4. And it is also understood and agreed that the Instructions to Bidders, General Conditions, Specifications, Scope of Services, Special Provisions, Site Maps and Contract Proposal hereto attached, and the Plans for Section \_\_\_\_\_

in \_\_\_\_\_ Hoffman Estates, approved by the Village of Hoffman Estates in the State of Illinois \_\_\_\_\_ Date, are essential documents of this contract and are a part hereof.

5. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest: \_\_\_\_\_ Clerk By \_\_\_\_\_ Party of the First Part (Seal)

Corporate Name \_\_\_\_\_ (If a Corporation) By \_\_\_\_\_ President Party of the Second Part (If a Co-Partnership)

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

Partners doing Business under the firm name of \_\_\_\_\_ Party of the Second Part (If an individual) \_\_\_\_\_ Party of the Second Part

VILLAGE OF HOFFMAN ESTATES  
PROPOSAL FORM

Name of Bid: C-D Site locations  
Company Name: V Cardenas Landscaping Inc.  
Bidder Name (print): Virgilio Cardenas  
Title: Owner  
Business Address: 19 Lincoln Ave.  
East Dundee, IL 60118  
Email Address: V-cardenaslandscaping@yahoo.com  
Telephone: 630-973-7556  
Signature: [Signature] Date: 2/19/23

**INFORMATION ON THIS FORM IS MANDATORY. PLEASE INCLUDE THREE COPIES OF THIS FORM WITH YOUR BID DOCUMENTS.**

VILLAGE OF HOFFMAN ESTATES  
LANDSCAPE MAINTENANCE CONTRACT PROPOSAL

V. Cardenas Landscaping Inc.  
(PRINT FIRM NAME HERE)

It is understood that this proposal form, when signed by both parties, shall constitute a contract for the period of time commencing in April, no later than April 15, and terminating on November 30. It is also understood that either party may cancel the whole or any part of this contract with the delivery of thirty (30) days written notice to the other party.

It is further understood that the Village of Hoffman Estates reserves the right to waive any formality in, or to reject in whole or in part, any and/or all bids. All bid prices for 2023 landscape maintenance services shall remain in firm the entirety of said season.

The undersigned, having examined all bid documents for this bid call and having visited all bid site locations, is aware of all conditions affecting the professional landscape maintenance services requested and agrees to deliver said specified services for the length of the contract period for the following bid prices:

Primary Bid – 2023 Season; Alternate bid for possible extension – 2024 and 2025 seasons; Bid locations requiring bi-weekly maintenance:

VILLAGE-OWNED PROPERTIES SOUTH

Site #	Location	Primary Bid 2023 (pricing per bi-weekly service)	Alternate Bid 2024 (pricing per bi-weekly service)	Alternate Bid 2025 (pricing per bi-weekly service)
C1	Moon Lake BLVD - center medians	\$ 480.25	\$ 480.25	\$ 504.26
C2	Volid DR – center medians	\$ 168.08	\$ 168.08	\$ 176.48
C3	Hassell RD – bridges ROWS	\$ 9.61	\$ 9.61	\$ 10.09
C4	REMOVED FROM SCOPE			
C5	REMOVED FROM SCOPE			
C6	Hassell RD – ditch line (adjacent to Rosedale LN)	\$ 148.84	\$ 148.84	\$ 156.28
C7	REMOVED FROM SCOPE			
C8	Rosedale LN ROW	\$ 52.71	\$ 52.71	\$ 55.35
C9	REMOVED FROM SCOPE			
C10	REMOVED FROM SCOPE			
C11	2380 Golf RD – Lift #17	\$ 62.42	\$ 62.42	\$ 65.60
C12	Almond LN – ditch line	\$ 139.27	\$ 139.27	\$ 146.23
C13	REMOVED FROM SCOPE			
C14	REMOVED FROM SCOPE			
C15	Aspen ST – ditch line	\$ 57.96	\$ 57.96	\$ 60.86
C16	Roselle RD ROW (Rte. 72 to Bradley LN)	\$ 398.60	\$ 398.60	\$ 418.53
C17	Evanston ST ROW at Bode RD	\$ 158.48	\$ 158.48	\$ 166.40
C18	Bode RD and Grand Canyon (NE c/o)	\$ 110.45	\$ 110.45	\$ 115.97
C19	Spring Mill DR ROW (W. Berkley LN to Alcoa LN)	\$ 48.03	\$ 48.03	\$ 50.43
C20	Grand Canyon – retention	\$ 319.16	\$ 319.16	\$ 335.12
C21	Bode RD “S”- Curve ROW	\$ 1,565.66	\$ 1,565.66	\$ 1,643.93
C22	REMOVED FROM SCOPE			
C23	Golf RD ROW (adjacent to shopping center)	\$ 96.05	\$ 96.05	\$ 100.85
C24	Bode RD ROW (Western ST to Bode CIR)	\$ 110.45	\$ 110.45	\$ 115.97
C25	Jones RD and Hassell RD ROWS	\$ 2,425.26	\$ 2,425.26	\$ 2,546.52
C26	Pembroke AVE ROW	\$ 1,287.07	\$ 1,287.07	\$ 1,351.42

C27	75-85 Golf RD Lot	\$ 336.20	\$ 336.20	\$ 353.01
C28	Barrington RD ROWs	\$ 360.19	\$ 360.19	\$ 378.20
C29	REMOVED FROM SCOPE			

VILLAGE-OWNED PROPERTIES NORTH

C30	Rte. 62 and Ela RD (NE c/o)	\$ 38.41	\$ 38.41	\$ 40.33
C31	REMOVED FROM SCOPE			
C32	REMOVED FROM SCOPE			
C33	REMOVED FROM SCOPE			
C34	REMOVED FROM SCOPE			
C35	Westbury DR – Lift #9	\$ 78.79	\$ 78.79	\$ 82.73
C36	REMOVED FROM SCOPE			
C37	Westbury Field	\$ 1,056.55	\$ 1,056.55	\$ 1,109.38
C38	REMOVED FROM SCOPE			
C39	REMOVED FROM SCOPE			
C40	REMOVED FROM SCOPE			
C41	Olmstead DR ROW	\$ 105.65	\$ 105.65	\$ 110.93
C42	Castaway Detention #1	\$ 889.51	\$ 889.51	\$ 933.99
C43	Huntington BLVD ROW at Palatine RD	\$ 216.11	\$ 216.11	\$ 226.92
C44	Castaway Retention #2	\$ 259.33	\$ 259.33	\$ 272.30
C45	Essington Retention	\$ 693.36	\$ 693.36	\$ 728.03
C46	Palatine RD ROW (Thornbark DR to Olmstead DR) South Side	\$ 729.98	\$ 729.98	\$ 766.48
C47	Palatine RD ROW (Thornbark DR to Boulder DR) North Side	\$ 139.27	\$ 139.27	\$ 146.23
C48	Palatine RD ROW (Castaway LN to property line) South Side	\$ 43.22	\$ 43.22	\$ 45.38
C49	Palatine RD ROW (Castaway LN to Chambers DR) North Side	\$ 328.38	\$ 328.38	\$ 344.80
C50	Huntington BLVD ROW (Central RD to just north of Mundhank RD)	\$ 1,954.61	\$ 1,954.61	\$ 2,052.34



VILLAGE-OWNED PROPERTIES WEST

C60	Beverly RD (west side Rte. 72 to Adesa property)	\$ 1,267.85	\$ 1,267.85	\$ 1,331.24
C61	Beverly RD – center median adjacent to church	\$ 960.28	\$ 960.28	\$ 1,008.29
C62	REMOVED FROM SCOPE			
C63	Beacon Pointe DR – center medians and ROWs	\$ 633.93	\$ 633.93	\$ 665.63
C64	REMOVED FROM SCOPE	\$	\$	\$
C65	Beacon Pointe DR Roundabout (weeding)	\$ 48.02	\$ 48.02	\$ 50.42
C66	Essex DR – center medians) North of Shoe Factory RD	\$ 240.12	\$ 240.12	\$ 252.13
C67	Rohrssen RD ROW (Golf RD to Shoe Factory RD)	\$ 2,958.01	\$ 2,958.01	\$ 3,105.91
C68	5400 W. Golf RD – Lift #20 (site and pathway)	\$ 840.44	\$ 840.44	\$ 882.46
C69	Hunters Ridge ROW	\$ 96.05	\$ 96.05	\$ 100.85
C70	Pheasant TRL ROW	\$ 38.41	\$ 38.41	\$ 40.33
C71	McDonough RD ROW	\$ 144.07	\$ 144.07	\$ 151.27
C72	McDonough RD ROW at Rohrssen RD	\$ 48.03	\$ 48.03	\$ 50.43
C73	University PL – Lift #21 (inside fence)	\$ 19.20	\$ 19.20	\$ 20.10
C74	Rte. 59 & Rte. 72 – NW c/o (around gateway sign)	\$ 27.87	\$ 27.87	\$ 29.26
C75	4785 Higgins RD – SW c/o pump station	\$ 216.11	\$ 216.11	\$ 226.92
C76	2364 Higgins RD – Lift #11	\$ 27.87	\$ 27.87	\$ 29.26
C77	Essex DR – center medians; South of Shoe Factory RD	\$ 38.42	\$ 38.42	\$ 40.34

VILLAGE-MAINTAINED CUL-DE-SAC ISLANDS AND DEAD-ENDS SOUTH

D1	Orange LN at Westview ST (dead-end)	\$ 14.27	\$ 14.27	\$ 14.98
D2	Flagstaff LN (dead-end)	\$ 14.27	\$ 14.27	\$ 14.98
D3	Audubon ST (665-685)	\$ 14.27	\$ 14.27	\$ 14.98
D4	Warwick CIR N CT (1030-1046)	\$ 14.27	\$ 14.27	\$ 14.98
D5	Warwick CIR N CT (1130-1140)	\$ 14.27	\$ 14.27	\$ 14.98
D6	Warwick CIR S CT (1037-1049)	\$ 14.27	\$ 14.27	\$ 14.98
D7	Worthington CT (1066-1080)	\$ 14.27	\$ 14.27	\$ 14.98

D8	John DR CT (1020)	\$ 14.27	\$ 14.27	\$ 14.98
D9	Gannon CT	\$ 14.27	\$ 14.27	\$ 14.98
D10	Wilmington LN (1074-1078)	\$ 14.27	\$ 14.27	\$ 14.98
D11	Dexter LN N (930-948)	\$ 14.27	\$ 14.27	\$ 14.98
D12	Darlington CT (1145-1230)	\$ 14.27	\$ 14.27	\$ 14.98
D13	Dovington CT at Chatsworth LN	\$ 14.27	\$ 14.27	\$ 14.98
D14	Brookside ROW	\$ 14.27	\$ 14.27	\$ 14.98
D15	Brookside CT (1474-1500)	\$ 14.27	\$ 14.27	\$ 14.98
D16	Brookside DR CT (1510-1530)	\$ 14.27	\$ 14.27	\$ 14.98
D17	Brookside DR CT (1583-1593)	\$ 14.27	\$ 14.27	\$ 14.98
D18	Brookside LN CT (1911-1921)	\$ 14.27	\$ 14.27	\$ 14.98
D19	Greens CT (2019-2070)	\$ 14.27	\$ 14.27	\$ 14.98
D20	Crescent CT (1950-1972)	\$ 14.27	\$ 14.27	\$ 14.98
D21	Huttner CT (2021-2030)	\$ 14.27	\$ 14.27	\$ 14.98
D22	Glen Lake RD CT (1701-1709)	\$ 14.27	\$ 14.27	\$ 14.98
D23	Dovington DR N (873-885)	\$ 14.27	\$ 14.27	\$ 14.98
D24	Warwick CIR N (1061-1101)	\$ 14.27	\$ 14.27	\$ 14.98
D25	1572-1578 Brookside LN	\$ 14.27	\$ 14.27	\$ 14.98

VILLAGE-MAINTAINED CUL-DE-SAC ISLANDS AND DEAD-ENDS NORTH

D30	Port Arthur CT (1465-1470)	\$ 14.27	\$ 14.27	\$ 14.98
D31	Stone Harbor CT (1460-1475)	\$ 14.27	\$ 14.27	\$ 14.98
D32	Gloucester CT (1390-1395)	\$ 14.27	\$ 14.27	\$ 14.98
D33	Rock Cove CT (1350)	\$ 14.27	\$ 14.27	\$ 14.98
D34	Burning Bush LN (1588-1594)	\$ 14.27	\$ 14.27	\$ 14.98
D35	Forest Glen DR (4330-4334)	\$ 14.27	\$ 14.27	\$ 14.98
D36	Huntington BLVD (4611-4636)	\$ 14.27	\$ 14.27	\$ 14.98
D37	Tarrington CT (4853-4859)	\$ 14.27	\$ 14.27	\$ 14.98
D38	Trailside CT (4436-4461)	\$ 14.27	\$ 14.27	\$ 14.98

D39	Somerton CT (4977-5005)	\$ 14.27	\$ 14.27	\$ 14.98
D40	Whispering Trails CT (3993-4011)	\$ 14.27	\$ 14.27	\$ 14.98
D41	Firestone CT (4170-4190)	\$ 14.27	\$ 14.27	\$ 14.98
D42	Dogwood CT (1779-1805)	\$ 14.27	\$ 14.27	\$ 14.98
D43	Chambers DR (5125-5153)	\$ 14.27	\$ 14.27	\$ 14.98
D44	Cherry CT (4390-4395)	\$ 14.27	\$ 14.27	\$ 14.98
D45	Alder CT (3762-3768)	\$ 14.27	\$ 14.27	\$ 14.98
D46	Dukesberry LN (5011-5035)	\$ 14.27	\$ 14.27	\$ 14.98
D47	Portshire CT (3390-3405)	\$ 14.27	\$ 14.27	\$ 14.98
D48	Fir CT – center island	\$ 14.27	\$ 14.27	\$ 14.98
D49	Moulin LN (3864-3850)	\$ 14.27	\$ 14.27	\$ 14.98

VILLAGE-MAINTAINED CUL-DE-SAC ISLANDS WEST

D50	Mallard LN center island	\$ 14.27	\$ 14.27	\$ 14.98
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VILLAGE OF HOFFMAN ESTATES  
LANDSCAPE MAINTENANCE CONTRACT PROPOSAL

V Cardenas Landscaping Inc.  
(PRINT FIRM NAME HERE)

**BID PRICES FOR PRIMARY BID – 2023 SEASON**

Cost for one complete 2023 bi-weekly maintenance cycle:  
(Sites C1 through C77) \$ 1,321.92

X 17 cycles: \$ 22,472.59

Cost for one complete 2023 bi-weekly maintenance cycle:  
(Sites D1 through D50) \$ 656.42

X 17 cycles: \$ 11,159.14

**TOTAL COST FOR 2023 SEASON:** \$ 33,631.73

**BID PRICES FOR ALTERNATE BID – 2024 CONTRACT EXTENSION**

Cost for one complete 2024 bi-weekly maintenance cycle:  
(Sites C1 through C77) \$ 1,321.92

X 17 cycles: \$ 22,472.59

Cost for one complete 2024 bi-weekly maintenance cycle:  
(Sites D1 through D50) \$ 656.42

X 17 cycles: \$ 11,159.14

**TOTAL COST FOR 2024 SEASON:** \$ 33,631.73

**BID PRICES FOR ALTERNATE BID – 2025 CONTRACT EXTENSION**

Cost for one complete 2025 bi-weekly maintenance cycle:  
(Sites C1 through C77) \$ 1,388.01

X 17 cycles: \$ 23,596.24

Cost for one complete 2025 bi-weekly maintenance cycle:  
(Sites D1 through D50) \$ 689.08

X 17 cycles: \$ 11,714.32

**TOTAL COST FOR 2025 SEASON:** \$ 35,310.56

**ALTERNATE BID PRICE FOR ADDITIONAL CUL-DE-SAC SITE MOWING**

Contractor is requested to provide a cost for landscape maintenance of additional cul-de-sac islands that may be added to the site list throughout the season. It is unknown at time of bid the quantity of additional cul-de-sac sites that may be added but it is believed to not exceed twelve (12) sites. Landscape maintenance required for these added sites would parallel that of other similar sites indicated in the primary bid list.

**2023 CONTRACT SEASON:**

Cost per bi-weekly cycle for cul-de-sac sites added to the primary site list (cost per cul-de-sac site):

\$ 14.27

**2024 CONTRACT SEASON:**

Cost per bi-weekly cycle for cul-de-sac sites added to the primary site list (cost per cul-de-sac site):

\$ 14.27

**2025 CONTRACT SEASON:**

Cost per bi-weekly cycle for cul-de-sac sites added to the primary site list (cost per cul-de-sac site):

\$ 14.98

**REFERENCES**  
**RETURN WITH BID**

**BIDDER NOTE:** List five (5) references where like-services have been performed in comparable scope. Like-services would include other municipalities, park districts, county and state agencies, large companies, etc. Municipal or Park District references are to be provided if possible and are preferred. References are mandatory.

BUSINESS NAME: Housing Authority of Elgin  
ADDRESS: 130 S. State St. Elgin, IL 60123  
CONTACT PERSON: Michelle Deterf  
PHONE NUMBER: 847 608 4408  
APPROXIMATE DATE: 2014

BUSINESS NAME: Acc Management Group, Inc.  
ADDRESS: 2375 State Hwy 44 Ste A Oshkosh, WI 54904  
CONTACT PERSON: Scott Sanderson / Sarah Carrigan  
PHONE NUMBER: 224 760 7900  
APPROXIMATE DATE: 2014

BUSINESS NAME: Village of Bartlett  
ADDRESS: 1150 Bittersweet Dr. Bartlett, IL 60103  
CONTACT PERSON: Mike Warmus  
PHONE NUMBER: 630 837 0811  
APPROXIMATE DATE: 2014

BUSINESS NAME: David Moore  
ADDRESS: 709 Deer In Sleepy Hollow, IL 60018  
CONTACT PERSON: David Moore  
PHONE NUMBER: 630 338 3757  
APPROXIMATE DATE: 2011

BUSINESS NAME: Heatherstone Homeowners Ass.  
ADDRESS: P.O. Box 365 Palatine  
CONTACT PERSON: Tom Wackerfuss  
PHONE NUMBER: 847 571 4580  
APPROXIMATE DATE: 2011

**NOTE: THIS FORM MUST BE NOTARIZED**

**RETURN WITH BID**

**VILLAGE OF HOFFMAN ESTATES  
BID CERTIFICATE FORM**

RE: Certification of bidder, compliance with the Illinois Criminal Code

I/We hereby certify that, V Cardenas Landscaping Inc (name of bidding firm) by bidding on this contract, no action has occurred that would result in a violation of 720 ILCS 5/33E, Public Contracts of the Illinois Criminal Code.

Signed: *Virgilio Cardenas*

Name/Title: Virgilio Cardenas / owner (please print)

Date: 02/27/2023

Attest: *Kamaljit Kalia* (Notary Public)

Commission Expiry: March 09, 2025

Date: 02/27/2023



\_\_\_\_\_  
(SEAL)

**THIS FORM IS MANDATORY. PLEASE INCLUDE THREE COPIES OF THIS FORM WITH YOUR BID DOCUMENTS.**

**SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATE  
RETURN WITH BID**

The undersigned, upon being first duly sworn, hereby certifies to the Client,

Village of Huffman Estates  
(Client)

that (Contractor) has in place a written Substance Abuse Prevention Program that meets or exceeds the requirements of the State of Illinois P.A. 095-0635, or has a collective bargaining agreement in effect dealing with the subject matter of P.A. 095-0635. The Contractor and Subcontractors will file a copy of the Substance Abuse Prevention Program, or collective bargaining agreement, with the Client prior to any work being conducted on the project.

V. Cardenas Landscaping Inc.  
(Name of Contractor)

Owner / President  
(Title)

Subscribed and sworn to before me this 27<sup>th</sup> day of February, 2023.

My Commission expires: March 09, 2025

Kamaljit  
(Notary Public)



\_\_\_\_\_  
(SEAL)

**THIS FORM IS MANDATORY. PLEASE INCLUDE THREE COPIES OF THIS FORM WITH YOUR BID DOCUMENTS.**



**COMMITTEE AGENDA ITEM  
VILLAGE OF HOFFMAN ESTATES**

**SUBJECT:** Request authorization to award a three-year contract for Parkway Tree Trimming to Advanced Tree Care (low bid) in an amount not to exceed \$225,000.

**MEETING DATE:** March 20, 2023

**COMMITTEE:** Public Works & Utilities

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

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**BACKGROUND:** The tree trimming program benefits the Village by: maintaining visibility and safety for vehicle and pedestrian traffic; promoting the health, vitality, and disease/insect resistance of Village trees; regulating and encouraging proper growth/shape; reducing the potential for wind and weather-related damage; and maintaining an aesthetically pleasing tree canopy.

The annual contract tree trimming program supplements in-house efforts and provides assistance necessary to maintain a regular trimming schedule for the Village's 19,000+ trees. Historically, fewer resident requests for in-house trimming are received and there is a reduction in storm damage, among other benefits, in areas that have recently been trimmed.

**DISCUSSION:** In February 2023, the Village received bids for this program and Advanced Tree Care was the low-responsible bidder. A tabulation of bids is included as an appendix.

Advanced Tree Care has performed tree trimming services for the Village in the past with satisfactory results, most recently the 2020-2022 contract. Advanced has also provided this service for a number of municipalities in the region, including Schiller Park, Deerfield, Northbrook, and Highland Park. References have also provided positive feedback regarding the company's performance.

This request is for an initial one-year term (2023) with optional second and third year extensions (2024 and 2025).

**FINANCIAL IMPACT:** There is \$75,000 in the 2023 General Fund operating budget for this program. Advanced Tree Care submitted a base bid of \$81,550 based on estimated quantities provided by staff in the bid documents. Staff will adjust the scope of work to remain within the budgeted amount.

**RECOMMENDATION:** Request authorization to award a three-year contract for Parkway Tree Trimming to Advanced Tree Care (low bid) in an amount not to exceed \$225,000.

**APPENDIX**

*Tabulation of Bids – 2023 Contract Tree Trimming*

VILLAGE OF HOFFMAN ESTATES, ILLINOIS					
TABULATION OF BIDS					
2023 Contract Tree Trimming					
Bid Opening Date:	Thursday, February 16, 2023	<b>Winkler Services LLC.</b>		<b>Advanced Tree Care</b>	
Bid Opening Time:	10:30 AM	LaGrange Park, IL		Lincolnshire, IL	
Attended By:	Nick Lackowski				
Title:	Forestry Supervisor				
Proposal Guarantee:	Bid Bond or Check	Bid Bond	\$ 1,000	Bid Bond	\$ 1,000
2023 Service Year	Estimated Quantity	Unit Price	Total	Unit Price	Total
Size Class A (4" to 12")	475	\$ 59.00	\$ 28,025.00	\$ 28.00	\$ 13,300.00
Size Class B (12.1" to 18")	175	\$ 71.00	\$ 12,425.00	\$ 35.00	\$ 6,125.00
Size Class C (18.1" to 24")	500	\$ 80.00	\$ 40,000.00	\$ 53.00	\$ 26,500.00
Size Class D (24.1" to 30")	300	\$ 120.00	\$ 36,000.00	\$ 70.00	\$ 21,000.00
Size Class E (30.1" to 36")	125	\$ 180.00	\$ 22,500.00	\$ 85.00	\$ 10,625.00
Size Class F (greater than 36")	40	\$ 185.00	\$ 7,400.00	\$ 100.00	\$ 4,000.00
		<b>Bid Total:</b>	<b>\$ 146,350.00</b>	<b>Bid Total:</b>	<b>\$ 81,550.00</b>
2024 Service Year	Estimated Quantity	Unit Price	Total	Unit Price	Total
Size Class A (4" to 12")	1,430	\$ 61.95	\$ 88,588.50	\$ 28.00	\$ 40,040.00
Size Class B (12.1" to 18")	350	\$ 74.55	\$ 26,092.50	\$ 35.00	\$ 12,250.00
Size Class C (18.1" to 24")	230	\$ 84.00	\$ 19,320.00	\$ 53.00	\$ 12,190.00
Size Class D (24.1" to 30")	100	\$ 126.00	\$ 12,600.00	\$ 70.00	\$ 7,000.00
Size Class E (30.1" to 36")	25	\$ 189.00	\$ 4,725.00	\$ 85.00	\$ 2,125.00
Size Class F (greater than 36")	20	\$ 194.25	\$ 3,885.00	\$ 100.00	\$ 2,000.00
		<b>Bid Total:</b>	<b>\$ 155,211.00</b>	<b>Bid Total:</b>	<b>\$ 75,605.00</b>
2025 Service Year	Estimated Quantity	Unit Price	Total	Unit Price	Total
Size Class A (4" to 12")	1,300	\$ 65.05	\$ 84,565.00	\$ 28.00	\$ 36,400.00
Size Class B (12.1" to 18")	630	\$ 78.28	\$ 49,316.40	\$ 35.00	\$ 22,050.00
Size Class C (18.1" to 24")	205	\$ 88.20	\$ 18,081.00	\$ 53.00	\$ 10,865.00
Size Class D (24.1" to 30")	20	\$ 132.30	\$ 2,646.00	\$ 70.00	\$ 1,400.00
Size Class E (30.1" to 36")	15	\$ 198.45	\$ 2,976.75	\$ 85.00	\$ 1,275.00
Size Class F (greater than 36")	15	\$ 203.96	\$ 3,059.40	\$ 100.00	\$ 1,500.00
		<b>Bid Total:</b>	<b>\$ 160,644.55</b>	<b>Bid Total:</b>	<b>\$ 73,490.00</b>
<b>Bid Total (2023 Service Year):</b>		<b>\$</b>	<b>146,350.00</b>	<b>\$</b>	<b>81,550.00</b>
<b>Bid Total (2024 Service Year):</b>		<b>\$</b>	<b>155,211.00</b>	<b>\$</b>	<b>75,605.00</b>
<b>Bid Total (2025 Service Year):</b>		<b>\$</b>	<b>160,644.55</b>	<b>\$</b>	<b>73,490.00</b>
<b>Grant Total (2023 - 2025):</b>		<b>\$</b>	<b>462,205.55</b>	<b>\$</b>	<b>230,645.00</b>



**HOFFMAN ESTATES**  
DEPARTMENT OF PUBLIC WORKS

**Contract**

1. THIS AGREEMENT, made and concluded the \_\_\_\_\_ day of \_\_\_\_\_, Month and Year, between the \_\_\_\_\_ Village of \_\_\_\_\_ Hoffman Estates acting by and through its \_\_\_\_\_ Mayor and Board of Trustees known as the party of the first part, and Advanced Tree Care Inc his/their executors, administrators, successors or assigns, known as the party of the second part.

2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Bid/Proposal Documents hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Village Representative under it.

3. The party of the second part agrees to abide by all OSHA, IDOL and MUTCD safety requirements and all laws and statutes of the State of Illinois including but not limited to the Prevailing Wage Act (if applicable). Prevailing rates of wages are revised by the Illinois Department of Labor and are available on the Department's official website.

4. And It is also understood and agreed that the Instructions to Bidders, General Conditions, Specifications, Scope of Services, Special Provisions, Site Maps and Contract Proposal hereto attached, and the Plans for Section \_\_\_\_\_ in \_\_\_\_\_ Hoffman Estates, approved by the Village of Hoffman Estates in the State of Illinois \_\_\_\_\_, are essential documents of this contract and are a part hereof. \_\_\_\_\_ Date

5. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest: \_\_\_\_\_ Clerk By \_\_\_\_\_ Party of the First Part (Seal)

(If a Corporation)  
Corporate Name Advanced Tree Care  
By [Signature] President Party of the Second Part  
(If a Co-Partnership)

Attest: [Signature: Diane Lucas]  
Secretary

Partners doing Business under the firm name of \_\_\_\_\_ Party of the Second Part (If an individual) \_\_\_\_\_ Party of the Second Part

**VILLAGE OF HOFFMAN ESTATES  
CONTRACTOR PARKWAY TREE TRIMMING PROPOSAL FORM**

X Advanced Tree Care X VILLAGE OF HOFFMAN ESTATES  
Print Bid Firm Name Here

X \_\_\_\_\_  
Acceptance Date

It is understood that this proposal form, when signed by both parties, shall constitute a contract for 2023 season. It is also understood that either party may cancel the whole or any part of this contract with the delivery of thirty (30) days written notice to the other party. It is further understood that the Village of Hoffman Estates reserves the right to waive any formality in or to reject in whole or part, any bid, or all bids. All bid prices, for 2023 season parkway tree trimming, shall remain firm the entirety of said season.

The undersigned having examined all bid documents for this bid call and having become familiar with the extent, nature, and local conditions affecting the cost and performance of the proposed work, hereby proposes to furnish all supervision, labor, tools, equipment and materials necessary to perform and complete the work herein described at the following bid prices:

**PLEASE NOTE:**

For the purpose of comparing bids, the anticipated quantity of trees to be trimmed during the first year of the contract (2023) will be used in extending the unit prices to arrive at the total bid price. Quantities are estimates and a will change based on budget restrictions as well as Village Board approval or funding.

Company: Advanced Tree Care

Bidder's Name (print): MIKE BRAMUCCI

Title: PRESIDENT

Address: 600 INDUSTRIAL DR

LINCOLNSHIRE, IL 60069

Email: office @ advanced-treecare.com

Telephone: 847-587-8500 Fax: 847-973-9484

Signature:  Date: 2/13/23

**Information on this form is mandatory. Please include three copies of this form with your bid documents.** **Return with Bid**

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

Print Bid Firm Name Here

Return with Bid

**Primary Bid – Parkway Tree Trimming 2023 Season**

\*includes Contractor/Bidder hauling & disposal of tree debris at a legal disposal location as selected by Contractor/Bidder

Description	Est. Qty.	Unit Price	Total Price
Size Class A (4" to 12")	475	\$ <u>28</u>	\$ <u>13,300.</u>
Size Class B (12.1" to 18")	175	\$ <u>35</u>	\$ <u>6,125.</u>
Size Class C (18.1' to 24")	500	\$ <u>53</u>	\$ <u>26,500.</u>
Size Class D (24.1" to 30")	300	\$ <u>70</u>	\$ <u>21,000.</u>
Size Class E (30.1" to 36")	125	\$ <u>85</u>	\$ <u>10,625.</u>
Size Class F (36" plus)	40	\$ <u>100</u>	\$ <u>4,000.</u>

**2023 TOTAL COST FOR TREE TRIMMING** \$ 81,550.

**Bid Extension – Parkway Tree Trimming 2024 Season**

\*includes Contractor/Bidder hauling & disposal of tree debris at a legal disposal location as selected by Contractor/Bidder

Description	Est. Qty.	Unit Price	Total Price
Size Class A (4" to 12")	1430	\$ <u>28</u>	\$ <u>40,040.</u>
Size Class B (12.1" to 18")	350	\$ <u>35</u>	\$ <u>12,250.</u>
Size Class C (18.1' to 24")	230	\$ <u>53</u>	\$ <u>12,190.</u>
Size Class D (24.1" to 30")	100	\$ <u>70</u>	\$ <u>7,000.</u>
Size Class E (30.1" to 36")	25	\$ <u>85</u>	\$ <u>2,125.</u>
Size Class F (36" plus)	20	\$ <u>100</u>	\$ <u>2,000.</u>

**2024 TOTAL COST FOR TREE TRIMMING** \$ 75,605.

**Bid Extension – Parkway Tree Trimming 2025 Season**

\*includes Contractor/Bidder hauling & disposal of tree debris at a legal disposal location as selected by Contractor/Bidder

Description	Est. Qty.	Unit Price	Total Price
Size Class A (4" to 12")	1300	\$ <u>28</u>	\$ <u>36,400.</u>
Size Class B (12.1" to 18")	630	\$ <u>35</u>	\$ <u>22,050.</u>
Size Class C (18.1' to 24")	205	\$ <u>53</u>	\$ <u>10,865.</u>
Size Class D (24.1" to 30")	20	\$ <u>70</u>	\$ <u>1,400.</u>
Size Class E (30.1" to 36")	15	\$ <u>85</u>	\$ <u>1,275.</u>
Size Class F (36" plus)	15	\$ <u>100</u>	\$ <u>1,500.</u>

**2025 TOTAL COST FOR TREE TRIMMING** \$ 73,490.

**VILLAGE OF HOFFMAN ESTATES**

RETURN WITH BID

VILLAGE OF HOFFMAN ESTATES  
REFERENCES

Provide as many customer references as possible for work/equipment identical to the project being bid.

Bidder Firm Name: ADVANCED TREE CARE

Business: NORTHBROOK PUBLIC WORKS  
Address: 655 HUEL Rd NORTHBROOK, IL 60062  
Contact Person: TERRY CICHOCKI  
Phone Number: 847-272-4711  
Approximate Date of Work: 2023

Business: VILLAGE of WHEELING  
Address: 77 W. HINTZ Rd WHEELING IL 60090  
Contact Person: VINCE HOFFMAN  
Phone Number: 847-279-6900  
Approximate Date of Work: 2023

Business: VILLAGE of DEERFIELD  
Address: 465 ELM STREET, DEERFIELD, IL 60015  
Contact Person: DAN BUSSCHER  
Phone Number: 847-317-7245  
Approximate Date of Work: 2023

Business: VILLAGE of SCHAUMBURG  
Address: 101 SCHAUMBURG Ct, Schaumburg, IL 60193  
Contact Person: JUSTIN BRISKI  
Phone Number: 847-274-7950  
Approximate Date of Work: 2023

This form is mandatory. Please include three copies of this form with your bid documents.

**RETURN WITH BID**

**VILLAGE OF HOFFMAN ESTATES  
BID CERTIFICATION FORM**

RE: CERTIFICATION OF BIDDER, COMPLIANCE WITH THE ILLINOIS CRIMINAL CODE

I, We, hereby certify that ADVANCED TREE CARE  
by bidding on this contract, no action has occurred that would result in violation of 720 ILCS 5/33E, Public Contracts of the Illinois Criminal Code.

Signed: [Signature]

Title: PRESIDENT

Date: 2/13/23

Bidders Firm: ADVANCED TREE CARE

Attest: Diane Lucas

Signature of Notary Public

Commission Expiry: 3/10/2024

Date: 2/13/2023

Affix Seal Below



**This form is mandatory. Please include three copies of this form with your bid documents.**

**RETURN WITH BID**

**VILLAGE OF HOFFMAN ESTATES  
SUBSTANCE ABUSE PREVENTION PROGRAM**

The undersigned, upon being first duly sworn, hereby certifies to the Village of Hoffman Estates that ADVANCED TREE CARE has in place a written Substance Abuse Prevention Program that meets or exceeds the requirements of the State of Illinois P.A. 095-0635, or has a collective bargaining agreement in effect dealing with the subject matter of P.A. 095-0635. The Contractor and Subcontractors will file a copy of the Substance Abuse Prevention Program, or collective bargaining agreement, with the Village prior to any work being conducted on the project.

Signed: [Signature]

Title: PRESIDENT

Date: 2/13/23

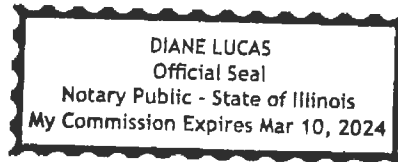
Subscribed and sworn before me this 13th day of Feb, 2023.

My Commission Expires: 3/10/2024

[Signature: Diane Lucas]

Notary Public

Affix Seal Below



**This form is mandatory. Please include three copies of this form with your bid documents.**



**COMMITTEE AGENDA ITEM  
VILLAGE OF HOFFMAN ESTATES**

**SUBJECT:** Request authorization to extend contract for the Concrete Restoration Program for years 2023 and 2024 to Globe Construction (low bid) in an amount not to exceed \$360,000.

**MEETING DATE:** May 20, 2023

**COMMITTEE:** Public Works & Utilities

**FROM:** Joseph Nebel, Director of Public Works  
Kevin McGraw, Customer Service Supervisor

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**BACKGROUND:** This combined bid program includes replacement of deteriorated sidewalk sections on streets not included in the current year's road program and concrete restorations as a result of water/sewer repairs. By combining the work into one bid, the quantity of product increases which results in a lower unit price.

Primarily, sidewalks are identified for restoration in two ways: Public Works staff conduct inspections annually on approximately 30% of village sidewalks each year; and residents notify the Village of sidewalks that are in need of restoration or replacement – these locations are added to a rolling maintenance list and completed based on severity and available funding. Temporary measures are taken to ensure sidewalks are safe for pedestrians if permanent restoration or replacement is not possible in the year that the issue is reported to the Village.

**DISCUSSION:** In April 2022, bids were received for the Concrete Restoration Program and Globe Construction was the low-responsible bidder. Globe had performed concrete restoration for the Village in the past with very favorable results. A tabulation of bids is provided as an appendix.

The 2022 contract was for one year with optional second and third year extensions (2023 and 2024).

**FINANCIAL IMPACT:** There is \$120,000 in the 2023 Capital Improvements Program for Village-wide sidewalk maintenance and \$80,000 in the CIP for concrete maintenance at the NOW Arena. An additional \$20,000 is sourced from the Water/Sewer Fund for concrete restorations resulting from water/sewer excavations. Staff is requesting approval of the full budget amount as funding in excess of the base bid is used each year to increase the scope of the project.

**RECOMMENDATION:** Request authorization to extend contract for the Concrete Restoration Program for years 2023 and 2024 to Globe Construction (low bid) in an amount not to exceed \$360,000.

**APPENDIX**

*Tabulation of Bids – Concrete Restoration Program (2022 – 2024)*

VILLAGE OF HOFFMAN ESTATES, ILLINOIS TABULATION OF BIDS Concrete Restoration/Replacement Program									
Bid Opening Date:	Wednesday, April 27, 2022	<b>Globe Construction</b>		<b>Strada Construction</b>		<b>Lifco Construction Corp.</b>		<b>Copenhaver Construction Inc.</b>	
Bid Opening Time:	10:00 AM								
Attended By:	Kevin McGraw								
Title:	Customer Service Supervisor	<b>Addison, IL</b>		<b>Addison, IL</b>		<b>Carol Stream, IL</b>		<b>Gilberts, IL</b>	
Proposal Guarantee:	Bid Bond or Check	Bid Bond	5%	Bid Bond	\$ 2,000	Bid Bond	\$ 5,000	Bid Bond	\$ 5,000
<b>2022 Service Year</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Total</b>	<b>Unit Price</b>	<b>Total</b>	<b>Unit Price</b>	<b>Total</b>	<b>Unit Price</b>	<b>Total</b>
Sidewalk Removal (sq. ft.)	15,000	\$ 9.05	\$ 135,750	\$ 10.95	\$ 164,250	\$ 14.00	\$ 210,000	\$ 31.00	\$ 465,000
Curb/Gutter Remove-Replace (linear ft.)	450	\$ 42.00	\$ 18,900	\$ 39.00	\$ 17,550	\$ 50.00	\$ 22,500	\$ 97.00	\$ 43,650
Driveway Apron Remove-Replace (sq. ft.)	1,500	\$ 9.00	\$ 13,500	\$ 11.95	\$ 17,925	\$ 16.00	\$ 24,000	\$ 16.00	\$ 24,000
		<b>Bid Total: \$ 168,150</b>		<b>Bid Total: \$ 199,725</b>		<b>Bid Total: \$ 256,500</b>		<b>Bid Total: \$ 532,650</b>	
<b>2023 Service Year</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Total</b>	<b>Unit Price</b>	<b>Total</b>	<b>Unit Price</b>	<b>Total</b>	<b>Unit Price</b>	<b>Total</b>
Sidewalk Removal (sq. ft.)	15,000	\$ 9.60	\$ 144,000	\$ 11.95	\$ 179,250	\$ 16.00	\$ 240,000	\$ 33.00	\$ 495,000
Curb/Gutter Remove-Replace (linear ft.)	450	\$ 45.00	\$ 20,250	\$ 42.00	\$ 18,900	\$ 55.00	\$ 24,750	\$ 107.00	\$ 48,150
Driveway Apron Remove-Replace (sq. ft.)	1,500	\$ 9.50	\$ 14,250	\$ 12.95	\$ 19,425	\$ 18.00	\$ 27,000	\$ 19.00	\$ 28,500
		<b>Bid Total: \$ 178,500</b>		<b>Bid Total: \$ 217,575</b>		<b>Bid Total: \$ 291,750</b>		<b>Bid Total: \$ 571,650</b>	
<b>2024 Service Year</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Total</b>	<b>Unit Price</b>	<b>Total</b>	<b>Unit Price</b>	<b>Total</b>	<b>Unit Price</b>	<b>Total</b>
Sidewalk Removal (sq. ft.)	15,000	\$ 10.30	\$ 154,500	\$ 13.00	\$ 195,000	\$ 20.00	\$ 300,000	\$ 37.00	\$ 555,000
Curb/Gutter Remove-Replace (linear ft.)	450	\$ 49.00	\$ 22,050	\$ 45.00	\$ 20,250	\$ 65.00	\$ 29,250	\$ 117.00	\$ 52,650
Driveway Apron Remove-Replace (sq. ft.)	1,500	\$ 10.00	\$ 15,000	\$ 14.00	\$ 21,000	\$ 22.00	\$ 33,000	\$ 22.00	\$ 33,000
		<b>Bid Total: \$ 191,550</b>		<b>Bid Total: \$ 236,250</b>		<b>Bid Total: \$ 362,250</b>		<b>Bid Total: \$ 640,650</b>	
<b>Bid Total (2022 Service Year):</b>		\$ 168,150		\$ 199,725		\$ 256,500		\$ 532,650	
<b>Bid Total (2023 Service Year):</b>		\$ 178,500		\$ 217,575		\$ 291,750		\$ 571,650	
<b>Bid Total (2024 Service Year):</b>		\$ 191,550		\$ 236,250		\$ 362,250		\$ 640,650	
<b>Grant Total (2022 - 2024):</b>		\$ 538,200		\$ 653,550		\$ 910,500		\$ 1,744,950	



# **Globe Construction, Inc.**

**January 31, 2023**

**Village of Hoffman Estates  
1900 Hassell Rd  
Hoffman Estates, IL 60169**

**To Whom It May Concern:**

**As the 2023 Concrete Construction season approaches, our company, Globe Construction, Inc. is beginning to plan our limited work schedule. Per the term stated in our contract with the Village of Hoffman Estates in 2022, we would like to honor the opportunity to extend your contract to Year 2023 Prices as reflected in the Contract**

**If you are interested, please email us at [Globeconstructioninc@gmail.com](mailto:Globeconstructioninc@gmail.com) or you can call our office @ (630)-620-0313 so we can plan our schedule accordingly.**

**Best Regards,**

**Peter Martire  
President  
Globe Construction, Inc.**

**COMMITTEE AGENDA ITEM  
VILLAGE OF HOFFMAN ESTATES**

**SUBJECT:** Request authorization for the Village to participate in the State of Illinois Central Management Services joint purchase of road salt, in the amount of 3,800 tons.

**MEETING DATE:** March 20, 2023

**COMMITTEE:** Public Works & Utilities

**FROM:** Joseph Nebel, Director of Public Works  
Kelly Kerr, Assistant Director of Public Works

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**BACKGROUND:** The Village has participated in the State joint purchasing program for road salt for 30+ years. In order to participate in this program, the Village must submit a request for a specified tonnage of salt each year. As a requirement, the Village must purchase and take ownership of no less than 80%, and is allowed to purchase up to 120%, of this request.

A table of historic salt request quantities is provided below. Typically, the Village exceeds this request (up to 120%) when pricing is favorable or when salt usage due to winter weather is high.

Year	Amount (tons)	Cost per ton
2022-2023	4,000	\$76.53
2021-2022	3,600	\$52.18
2020-2021	4,000	\$89.33
2019-2020	5,500	\$89.33
2018-2019	3,500	\$48.97
2017-2018	3,000	\$48.97

**DISCUSSION:** In March 2023, the Village received notification from the State that bids will be solicited in June for this year’s joint purchase. Government units wishing to participate are required to submit request quantities no later than April 7, 2023. With consideration for salt currently in storage (estimated 3,200 tons at the conclusion of the 2022/23 snow season) and past usage per season, Staff recommends a request of 3,800 tons of salt for the 2023/24 joint purchase (3,040 tons minimum to 4,560 tons maximum).

Pricing is typically not provided to the Village until October-November each year. Given current economic conditions, Staff anticipates the price per ton to be similar or higher than the 2022/23 program.

**FINANCIAL IMPACT:** There is \$85,000 remaining in the 2023 General Fund operating budget to purchase road salt. As this joint purchase agreement spans multiple budget years, funding in the 2024 operating budget will also be used to purchase salt from joint purchasing contract.

**RECOMMENDATION:** Request authorization for the Village to participate in the State of Illinois Central Management Services joint purchase of road salt, in the amount of 3,800 tons.



## **CMS CY2023-CY2024 ROCK SALT SURVEY FOR SOLICITATION (NEW BID)**

This survey is offered to those governmental units who wish to participate in the CY2023-CY2024 solicitation for Rock Salt. This solicitation will be for a one (1) year contract with no options to renew. By submitting this survey with a rock salt tonnage amount, your governmental unit will be obligated to take delivery of that specified amount during the contract term.

If you have more than one Ship To location, you **MUST** complete a separate survey for each location.

The deadline to respond is 5:00 p.m. April 07, 2023. This submission date is firm and if you do not respond by this date, you will not be included in the new solicitation for Rock Salt for the CY2023-CY2024 season.

**Email:** [Your email]

### **What is the name of your Governmental Unit?**

*[Enter as follows: "Name" Village of, "Name" City of, "Name" Township, "Name" County Highway Dept. etc...]*

[Your answer]

### **Do you have the purchasing authority to complete the Rock Salt Survey for CY2023-2024?**

[Yes or No]

### **Does your Governmental Unit wish to participate in the new solicitation for the CY2023-CY2024 season?**

[Yes or No]

### **What is the Ship To Address including City and Zip Code?**

*[This is the address to which the salt is to be delivered.]*

[Your answer]

### **In what County is the Ship To Address located?**

[Your answer]

### **What is the Bill To Address including City and Zip Code?**

*[This is the address to which the Vendor will send the invoice.]*

[Your answer]

**Who is the Contact Person for your Governmental Unit as it relates to Rock Salt?**

[Your answer]

**What is the Contact Person's title?**

[Your answer]

**What is the Contact Person's telephone number?**

[Your answer]

**What is the Contact Person's email address?**

[Your answer]

**How many tons of Rock Salt (22 tons/truck load) is your Governmental Unit requesting that CMS solicit on your behalf?**

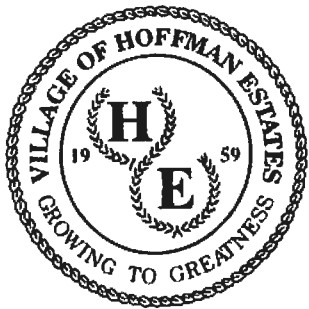
*[A minimum of 22 tons is required and estimates must be in full truck load quantities.]*

[Your answer]

**What is your minimum purchase commitment for the CY2023-CY2024 season?**

*[If you choose 80% and the participant estimates a quantity of 100 tons, the participant is obligated to order 80 tons. If you choose 100% and the participant estimates a quantity of 100 tons, the participant is obligated to order 100 tons. Regardless of your choice below, all participants will be allowed a maximum purchase commitment of 120%. That means that if a participant estimates a quantity of 100 tons, the participant can order up to 120 tons.]*

[80% or 100%]



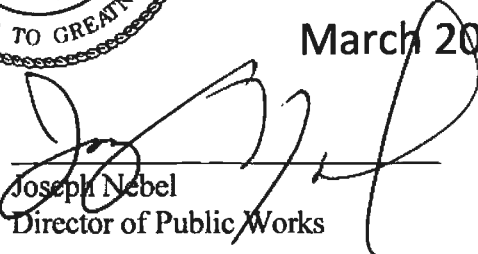
# VILLAGE OF HOFFMAN ESTATES

## DEPARTMENT OF PUBLIC WORKS

### February 2023 MONTHLY REPORT

SUBMITTED TO: Public Works Committee

March 2023

  
\_\_\_\_\_  
Joseph Nebel  
Director of Public Works

  
\_\_\_\_\_  
Kelly Kerr  
Assistant Director of Public Works

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#### ENGINEERING STUDY – WATER SYSTEM EVALUATION

November 2022: Village Board authorized award of a contract with Baxter & Woodman for an advanced engineering study with a focus on water system configuration and current condition covering two key areas: the viability of existing or future wells as emergency backup water supplies; and condition assessment of existing water and sewer tollway utility crossings and the potential to install additional crossings in the future.

December 2022: A project kick-off meeting was held. An updated water system hydraulic model was provided to the engineer.

January 2023: Compatability between the existing hydraulic model and the software to be used by the engineer was confirmed. Engineer review of the hydraulic model continued.

**February 2023: Preliminary analysis is ongoing for locations where a system interconnect is possible. Conducted flow testing on all 6 existing wells.**

#### ENGINEERING FOR PFIZER LIFT STATION IMPROVEMENTS

August 2022: Village Board authorized award of a contract with Ciorba Group for engineering services for Pfizer Lift Station improvements, including evaluation of the existing system's configuration and current condition. Once the engineering study is complete, the engineer will assist in preparing plans, bid documents, and other related materials.

September 2022: Project kick-off meeting was held and work schedule submitted. As-built plans and records of station inspections were provided to the engineer. Wet well inspection and assessment is scheduled for early October.

October 2022: Wet well inspection and dry well assessment is complete. Subsurface utility investigation is complete. Options for force main evaluation have been submitted for review.

November 2022: Capacity analysis for the new station design is complete. The Cook County permit has been issued. Soil boring testing is scheduled for December.

December 2022: A preliminary design report was submitted for staff review with three options: rehabilitation of the existing lift station (\$796,000); conversion of the existing wet well into a submersible-pump style lift station (\$1,729,000); or construction of a new station (\$1,821,000). This review is ongoing.

January 2023: Site soil boring testing is complete. Staff reviewed the engineer's preliminary design memo for the construction of a new/replacement lift station.

**February 2023: Review of the soil boring report is complete. A drawdown test of the existing station is scheduled to assist in selecting new station design elements. The design for the new station is approximately 50% complete.**

#### WATER SYSTEM INTERCONNECT WITH PALATINE

June 2020: Village Board authorized an intergovernmental agreement with the Village of Palatine (VoP) for joint engineering and construction of an emergency water system interconnect. A contract was awarded to Baxter and Woodman Inc. (B&W) for engineering services (design) and construction management of this project.

April 2021: Obtained easement agreement with Little City. Preliminary engineering plan outline is complete with all necessary approvals from VoP, VoHE, and Little City. Design of the interconnect station and control system is complete. Topographical survey of the construction site is complete. Geotechnical investigation of the proposed route is complete.

May 2021: Detailed design of the system interconnect is complete. Critical sites have been selected for soil sampling and Clean Construction or Demolition Debris (CCDD) testing.

June 2021: Soil sampling and testing are complete for the CCDD assessment.

July 2021: Contracts for manufacturing the interconnect booster station (EFI Solutions) and installation of the booster station pumping system and water mains (Mauro Sewer Construction, Inc.) were awarded.

August 2021: IEPA permit was issued for installation of water main in Palatine. The permit for installation of water main and the booster station in Hoffman Estates is pending.

September 2021: Installation of over 120 feet of water main in Palatine is complete. IEPA permit is pending for installation of water main and the booster station in Hoffman Estates.

October 2021: Installation of over 2,200 feet of water main in Palatine, including 9 valves and 5 hydrants, is complete. Flushing, pressure testing, disinfection, and water sample testing of the new water main is complete with an IEPA operating permit issued. An IEPA permit has also been issued for installation of water main and a booster station in Hoffman Estates.

November 2021: Water main and service line work in Palatine and Little City is substantially complete, pending final connection to Palatine's primary feed water mains and pavement restoration. Water main installation in Hoffman Estates is ongoing with approximately 80' of mains completed this month.

December 2021: The final connection was made to Palatine primary feed water mains (Little City area) and street pavement restoration is complete.

January 2022: Work continued in Hoffman Estates with 120 feet of 12" water main installed.

February 2022: A total of 330 feet of 12" water main was installed with successful pressure testing, thus completing the water main connection between the Village of Hoffman Estates and the Village of Palatine.

March 2022: Foundation for the booster station was installed. The existing hydrant at Well 18 was relocated to clear the way for future access to the new station.

June 2022: The prefabricated booster station building was delivered and set up on site, pending new power line connection by ComEd.



July 2022: New conduit was installed for ComEd service to the site.

September 2022: Project continues to be on-hold due to supply chain issues for an electrical control cabinet and ComEd transformer. The ComEd transformer is due to be delivered in October. There is no ETA for delivery of the control cabinet.

October 2022: ComEd transformer has been delivered to the site. Additionally, the concrete apron has been installed.

November 2022: A new asphalt driveway and site restoration are substantially complete. Final work on the electric service line connection is pending delivery of the CT cabinet.

December 2022: No progress. Delivery of the control cabinet is pending.

January 2023: Installation of the control cabinet and wiring is complete. Project completion is pending activation of the new ComEd power service to the building.

**February 2023: Improvements were made to the booster station building to ensure all Village Code Enforcement standards have been met.**

#### HUNTINGTON ROAD WATER MAIN REPLACEMENT

August 2019: Village Board authorized a contract with HR Green for engineering services for the replacement of approximately 2,500' of 16" transmission water main along Huntington Boulevard between Lakewood and Mundhank.

May 2020: Design and engineering plans are complete. This includes 2,350' of 18" HDPE pipe with necessary valves and hydrants. IEPA construction permit issued. An application has been submitted to the State of Illinois Rebuild Illinois Public Infrastructure grant program to secure funding for this project.

May 2022: This project continues to be on-hold. The Village was not awarded grant funding for this project through the Rebuild Illinois Public Infrastructure Program.

September 2022: This project continues to be on-hold, pending approval of the 2023 Capital Improvement Program.

November 2022: Bid documents have been updated and paperwork to renew the IEPA construction permit has begun.

December 2022: Draft plans and bid documents were reviewed by staff with feedback provided to the engineer for revision.

January 2023: A work plan has been submitted to the Cook County Forest Preserve District for review.

**February 2023: Research concerning previously existing agreements between the Village and the Forest Preserve is ongoing.**

#### GOLF LIFT STATION REPLACEMENT

May 4, 2020: Village Board authorized the construction contract with Rausch Infrastructure, LLC for Golf Road Lift Station Replacement. The scope of work covers replacing the existing steel can style lift station with a submersible pump lift station, temporary bypass pumping, demolition of the existing structure, rehabilitation of the existing wet well, and installation of the following: new concrete wet well and valve vault; submersible pumps and motors; controls in a prefabricated concrete building; and new emergency generator.

**September 2020:** Review of shop drawings for necessary revisions and corrections is complete. Construction was delayed due to unanticipated IDOT permit requirements.

**October 2020:** Construction was further delayed due to new ComEd requirements concerning the electric service line for the new station. The IDOT construction permit application was resubmitted including a widened driveway and directional boring for conduit installation that will cross Golf Road for the new electric line.

**December 2020:** Design of the new Golf Road conduit crossing for the ComEd service line is complete.

**March 2021:** IDOT permit was issued. Construction is scheduled to begin in April.

**April 2021:** Construction has begun with installation of site fencing and closing of the right turn lane on Golf Road at this location. Removal of existing landscape vegetation and pavement is complete. New wet well H-beams were positioned for installation. Force main, bypass line, and electrical connection were exposed to avoid accidental damage.

**May 2021:** Installation of H-beams for new wet well structure is complete. Excavation for new wet well is 80% complete. Revisions to the new bypass pumping system plans are ongoing.

**June 2021:** Excavation for the new wet well is complete. Installation and construction of the new cast-in-place structure is 50% complete. A purchase order was issued to IDOT's contractor to relocate a traffic signal fiber/conduit that is in conflict with this project. This relocation work is pending IDOT approval.

**July 2021:** Installation and construction of the cast-in-place structure for the new wet well and valve vault is 75% complete. Further investigation of the IDOT conduit confirmed that the line was abandoned and no longer in conflict with construction.

**August 2021:** Exterior coating of the new wet well and valve/piping vault is complete. Submersible pump elbow piping installation is complete.

**September 2021:** Surface preparation for the interior coating of the new wet well and valve vault is complete. The existing force main was exposed for connection to the new wet well and new discharge piping. Foundation work for the new generator started with the old generator relocated to a temporary location.

**October 2021:** Interior coating of the new wet well and valve vault is complete. Construction of the flow meter vault and force main bypass connection is complete.

**November 2021:** Installation of new pumps with conduit to the future control building, the valve vault safety hatch, and the flow meter is complete. A temporary control panel has been installed until the planned electric service upgrade is complete, likely in spring 2022.

**December 2021:** Installation of the new driveway and removal of the old bypass connection is complete. A concept plan for future permanent bypass pumping was submitted for review.

**March 2022:** Two 16" gate valves and 12" temporary bypass flow line with a valve were installed. Interior coating was patched up for areas where conduit and pipe connections were made.

**April 2022:** Two 16" sewer pipes were installed to connect new and old wet wells. The temporary control system was installed for sewer pumping to bypass the old wet well. The old dry well was demolished with old pumps and the control system removed. The station is running on the temporary system under close monitoring by both staff and contractor.

May 2022: A vent pipe connecting the new and old wet wells was installed. Concrete pads were constructed for the new 250 kW generator and new control building. Both the new generator and control building were delivered to the site. Some site restoration has begun.

June 2022: Control equipment including VFD, SCADA panel, transfer switch, and power cabinets has been delivered and installed inside the control building. The old wet well was cleaned and prepared for rehabilitation and hatch installation. Installation of 4" conduit via directional boring under Golf Road was completed.

July 2022: Site concrete work is complete, including pads and pavement. Rehabilitation of the old wet well with hatch installation is complete. Installation of the new ComEd service line is complete via new 4" conduit across Golf Road. Installation of the permanent fence is complete. Installation of the new control system is substantially complete, pending test operation.

August 2022: Construction is substantially complete and the station was placed in service as designed. Final inspection was completed on August 15, 2022. Project completion is pending final punchlist items.

September 2022: Additional items concerning the SCADA system were added to the deficient-work punchlist. Work started to correct that list of items.

October 2022: A majority of the items indicated on the punchlist have been corrected.

November 2022: Additional items of deficiency have been added to the punchlist. The list of claimed EWOs (extra work orders) is being reviewed by staff and the consultant engineer to prepare for final project completion.

December 2022: Efforts continue to reach an agreement with the contractor on compensation for previous change-orders and other work. Once these items are resolved, this project will close.

January 2023: Replacement of the previously damaged power line is complete.

**February 2023: The Village reached tentative agreements with the contractor on all remaining open change orders and work orders. This project is substantially complete, pending Public Works and Utilitees Committee approval of final change orders.**

#### WATER TOWER PAINTING – T2 AND T4

December 2, 2019: The Village Board authorized a contract with L.C. United Painting Co. for the painting of water towers at Stonington Boulevard (T2) and Huntington Boulevard (T4) and other miscellaneous items of work.

February 2020: Final approval for a low interest loan from the IEPA to fund this project was received.

April 2020: A pre-construction meeting was held. The siren post at T4 was relocated to avoid being damaged during this project and a temporary pole was installed to allow relocation of existing antennas affixed to the tower. Interior cleaning of T4 is complete with exterior cleaning in progress. A significant majority of metal repairs were completed including welding of the wet interior roof hatch and other minor rehabilitation.

May 2020: T4 painting is substantially complete including all metal repairs, foundation painting, and other miscellaneous work.

June 2020: T4 was returned to service on June 4, 2020 following disinfection and two consecutive successful water samples. Preparation for the painting of T2 began with minor metal repairs. All remaining work on T2 is scheduled to begin in September, 2020.

August 2020: No work was performed. The contractor was making effort to hire Illinois workers for the remaining work of T2 painting.

September 2020: Antennas for cellular services have been relocated back to T4 and the temporary tower has been removed. Landscape restoration is also complete at T4 site. The contractor is waiting for approval by the attorney general office for exemption from the employment act so that they can use the same crew of non-Illinois workers to start T2 painting.

October 2020: A request for a completion date extension was submitted to the IEPA for approval. The proposed new substantial completion date is June 30, 2021 with a new final completion date of July 30, 2021. The changed completion date will provide the contractor a guaranteed period of favorable weather to start and complete the project.

November 2020: Received IEPA approval for Change Order #2 regarding the extension of the final contract completion date to July 30, 2021.

June 2021: No progress. The contractor awarded this project has requested an extension to complete this project. The contractor has reported delays due to supply chain interruptions due to the COVID-19 pandemic, preventing them from obtaining the paint required for this project.

July 2021: No progress. Staff is in discussion with the IEPA regarding loan term extension and with the contractor regarding options for settlement of possible liquidated damages for not fulfilling the contracted work.

August 2021: Staff has completed the form to extend the loan with the IEPA. Approval is pending.

September 2021: IEPA approved loan term extension to July 30, 2022.

December 2022: No progress, pending ongoing discussions between the Village and L.C. United.

**February 2023: No progress, pending ongoing discussions between the Village and L.C. United.**

#### 2022/23 MWRD INFLOW AND INFILTRATION CONTROL PLAN

August 2022: Kick-off meeting was held for the engineering study for Eric Lift Station force main improvements. Concepts were proposed for staff review and feedback. Staff is exploring options for temporary bypass pumping during construction.

September 2022: A meeting was held with Village of Schaumburg staff to discuss concept plans to route sewage through Schaumburg's sanitary system as a method of bypass pumping at Eric Lift Station. The scope of the 2022/23 sanitary sewer rehabilitation program was revised.

October 2022: Work on plans and bid documents continues with new scope of work to include replacement of the isolation valve on Eric Lift Station force main. Options for assessment and rehabilitation of this force main will be presented to staff in the near future.

November 2022: Work on plans and bid documents is nearing completion. The Village will begin accepting bids in December with bid opening in January 2023.

December 2022: Staff review of bid documents is complete and comments for revision provided to the engineer. Advertisement for project bidding has been scheduled with bid opening in February 2023.

January 2023: Preparation of plans and bid documents is complete and the bid opening was scheduled for 2/16/23. Preparation for the annual compliance report began.

**February 2023: The Public Works and Utilities Committee approved a contract to begin work. The 2022 annual compliance report is complete.**

## UPGRADE OF THE SCADA SYSTEM FOR WATER AND SEWER OPERATION CONTROL CENTER

April 2022: The Village Board authorized a contract with Gray Matter Systems for professional services and equipment acquisitions for software/hardware upgrades to the Supervisory Control and Data Acquisition (SCADA) system for water and sewer operations. A project kick-off meeting is being scheduled for May.

May 2022: The kick-off meeting was held on 5/11/2022. The engineer received the software licenses for the Village's new program and retrieved the existing iFix files for upgrade planning.

June 2022: Delivery of all hardware required for the project was scheduled for July. The remote connection was established with the Village's system at the Control Center and needs iFix files uploaded for upgrade and replacement.

July 2022: All hardware required for the project was delivered to Gray Matter Systems with the exception of the switch (firewall system). System programming is being installed on the new hardware.

August 2022: Installation of new iFix system on new servers is complete. Remote testing of the new system is in progress.

September 2022: Installation of new servers is complete. Live testing of the new system continues.

October 2022: Live testing of the system continues. Awaiting the delivery and follow up installation of firewall security system.

November 2022: Live testing of the new system continues. Bugs and incompatibilities between the new and old systems have been identified and corrected. One firewall has been installed and placed into service. There is currently no ETA for delivery of the second firewall due to manufacturing shortages.

December 2022: Testing of the new servers and firewall, with updated software and firmware, has been successful. Outstanding items include: delivery and installation of a ruggedized firewall; final drawings and diagrams for the installed equipment; submission of all electronic user manuals; and scheduling of staff training.

January 2023: The 30-day trial operation of the new system is complete. The final phase of this project, including PLC training for backups, disconnection of the old system, reconfiguring voice for cellular modem testing, and final XLReporter license transfer to the new system is ongoing.

**February 2023: Removal of the old SCADA system is complete. Staff training on the new system is complete.**

## Customer Services

### Fast Action Service Team (FAST):

Fast Action Service Team (FAST)												
Customer Service Requests												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
117	135											252



### Customer Service Team:

Customer Service Team												
Water Billing - Customer Service Appointments												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
27	25											52
Finance-generated Water Meter Readings												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
69	102											171
Delinquent Water Accounts												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
77	95											172
New Construction Inspections												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1	2											3
Customer Service Requests - Gov Q&A/Meter Repairs												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
6	7											13
B-box Repairs												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
4	1											5

MIU Installations/Replacements												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
3	5											8

**Utility Locates Team:**

1. Continued providing locates related to the Microsoft Data Center project and for ComEd mainline upgrades in north Hoffman.

Utility Locates Team												
JULIE Locates												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
223	252											475
Emergency JULIE Locates												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
23	25											48
Utility Joint Meets												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2	6											8

**Facilities**

1. Installed new snow melt system recirculating pump for the south entrance at the Police Department.
2. Installed new body camera docking stations at the Police Department.
3. Began painting project at the Police Department weight room.
4. Completed repairs to the backup generator at Public Works.

Facilities												
Preventative Maintenance Program - Staff Hours												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
86	50											136

**Fleet Services**

Fleet Services												
Preventative Maintenance Program - Number of Repairs												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
33	23											56
Vehicles Sent for Warranty Repair												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2	4											6

## Forestry

1. Collected data and uploaded tree inventory at various locations.
2. Coordinated special brush pick up as a result of the 2/22/23 ice storm.
3. Continued addressing tree trimmings, removals, stump grindings, and site cleanup at various locations.

Forestry												
Customer Service Requests												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
3	23											26

## Maintenance & Construction

### Storm Sewer Team:

1. Began updating inventory and verifying characteristics of storm water retention and detention basins.

Storm Sewer Team												
Feet of Storm Sewer Flushed												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1,832	3,078											4,910
Catch Basin Rebuilds												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
0	0											0

### Construction/Maintenance Team:

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

## Traffic Operations

### Pavement Maintenance Team:

1. Conducted pavement striping inspections in preparation for the 2023 Contract Striping Program.
2. Conducted driveway inspections in preparation for the 2023 Road Reconstruction/Rehab 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
Tons of Cold Asphalt Installed												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
7.5	7.5											15.0

**Sign Team:**

1. Assembled and installed 2 radar speed signs on Thornbark Drive per Engineering.

Sign Team												
Repaired/Replaced Signs												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
9	4											13
Signs Fabricated and Installed												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
59	41											100

**Street Light Team:**

1. Continued site-clearance tree trimming Village-wide.
2. Installed a replacement street light pole on Rohrssen Road.

Street Light Team												
Customer Service Requests												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1	1											2
Street Lights Repaired												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
16	6											22

**Water Operations**

**Operations Team:**

1. Pulled pump #2 for repair and replaced transducers and floats at Hampton Lift Station.
2. Installed a new mixer at WDA Lift Station.
3. Continued coordinating engineering services for the replacement of Pfizer Lift Station.
4. Transitioned onto a new SCADA system and disabled the previous system.

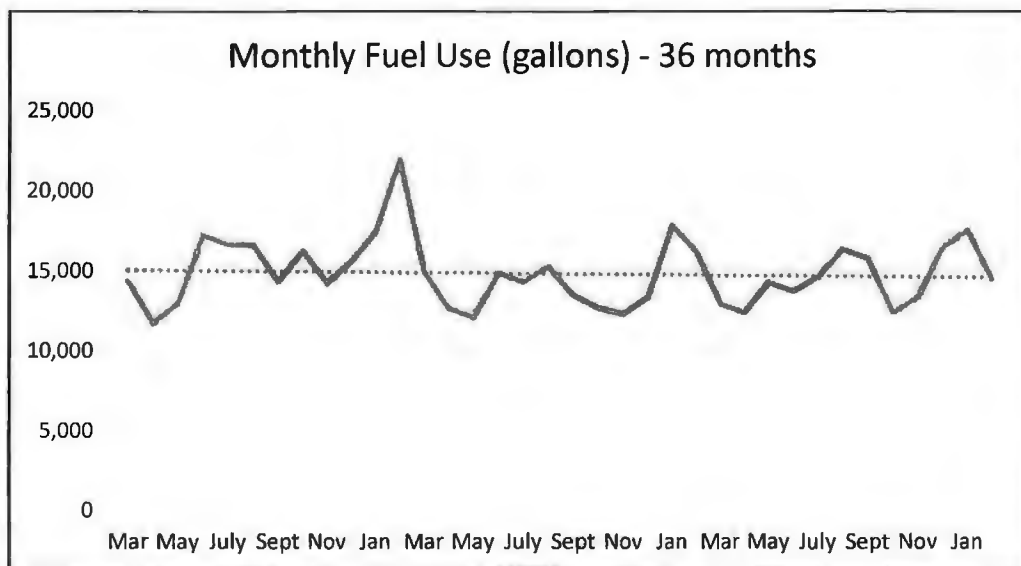
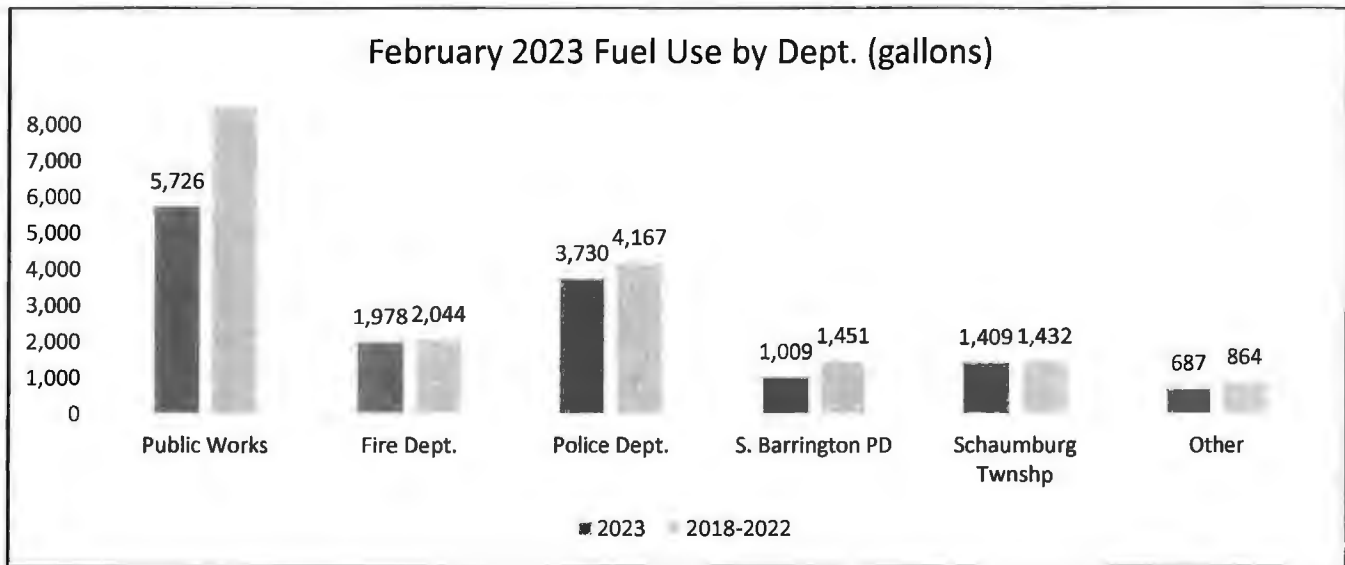
Operations Team												
Resident Water Quality Tests												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
4	0											4

**Sanitary Sewer Flow Management Team:**

1. Continued hydrogen sulfide treatments at WDA and University lift stations.
2. Applied microbe treatments to address grease build-up at various sanitary sewer manholes.

Sanitary Sewer Flow Management Team												
Sewer Lines Flushed (feet)												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
5,000	7,963											12,963
Sanitary Main Inspections (feet)												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
350	0											350

**Fuel Use Report**





**VILLAGE OF HOFFMAN ESTATES  
DEPARTMENT OF DEVELOPMENT SERVICES  
ENGINEERING DIVISION MONTHLY REPORT**

**SUBMITTED TO: PUBLIC WORKS & UTILITIES COMMITTEE**  
**BY: Alan Wenderski, P.E. Director of Engineering**

**March 2023**

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**VILLAGE PROJECT UPDATES**

**2022 Street Revitalization**

Work suspended for winter. Punch list work expected to begin by the end of March. Resurfacing on Dixon Drive and Dixon Court scheduled to begin by first week of April.

**2023 Stormwater Improvements**

Contract for CCTV inspection executed with American Underground. Majority of CCTV inspections received and under staff review. Remainder of CCTV inspections scheduled to be completed by end March. Preliminary design ongoing. Target letting in late spring 2023.

**2023 Street Revitalization**

Bid opening held on February 27<sup>th</sup>. Recommendation to award contract to Schroeder Asphalt (low bidder) presented to March 13<sup>th</sup> Transportation and Road Improvement Committee. Recommendation to award to Village Board on March 20<sup>th</sup>. Upon execution of contract, work expected to begin in early April. Resident mailing scheduled to be sent week of March 20<sup>th</sup>.

**Barrington Square Town Center Sanitary Sewer**

Request for Proposals for design engineering released on February 7<sup>th</sup>. Recommendation to award design engineering contract to V3 scheduled for March 20<sup>th</sup> Public Works & Utilities Committee. Expected completion of design engineering in May 2024.

**Batavia Lane (Rebuild Illinois Funds)**

Project includes storm sewer replacement, water main replacement, and street reconstruction on Batavia Lane. Staff completing grant application required from Illinois DCEO.

**Bode Road Resurfacing (Springinsguth Road – Barrington Road) (Schaumburg)**

Preconstruction meeting with IDOT held on September 19<sup>th</sup>. Work expected to begin the week of March 20<sup>th</sup>. Completion scheduled for September 2023.

**Bridge Inspections (2021-2022)**

Awaiting final reports for review. Civiltech contracted for inspection services.

**Collector Street Lighting**

Preliminary pole layout received and under staff. Preliminary engineering to be completed by April 2023.

**Eagle Way Sewer Replacement**

Project complete; project closeout items ongoing. Ciorba Group contracted for construction inspection services.

**Floodplain Elevation Surveying Services**

Site survey work complete. Preparation of Elevation Certificates underway. Project to be completed by end of July 2023. V3 contracted for surveying services.

**Gannon Drive (Golf Road – Higgins Road)**

Phase 1 engineering agreement awarded to TranSystems on February 20<sup>th</sup>. Village kick-off meeting held on March 9<sup>th</sup>. Currently scheduling IDOT kick-off meeting. Completion of Phase 1 and design approval expected in May 2024.

**General Surveying Services**

General surveying services required for future project design. RFP released week of March 13<sup>th</sup>.

**COMMERCIAL PROJECT UPDATES****Belle Tire – 4801 Hoffman Boulevard**

Permit issued on February 27<sup>th</sup>. Preconstruction meeting held on March 6<sup>th</sup>. Site mass grading work ongoing.

**BMO – 1199 W Higgins Road (Formerly 1400 Gannon Drive)**

Demolition work complete. Staff reviewed as-built drawings and provided comment. Awaiting resubmittal.

**BP – 2598 W Higgins Road**

Site work substantially complete. Building work ongoing.

**Dunkin Donuts – 1670 Algonquin Road**

Underground utility installation substantially complete.

**H90 – 2685 Eagle Way**

Installation of underground utilities substantially complete. Onsite paving work substantially complete to binder.

**Microsoft Data Center – 2190-2200 Lakewood Boulevard**

Onsite paving and restoration ongoing. Site utility connections complete. Lakewood Boulevard right-of-way improvements substantially complete. Partial approval from MWRD received. Stormwater as-builts under staff review, awaiting submittal of additional utility as-builts.

**Popeye's – 65 E Golf Road**

Building work ongoing. Utility installation substantially complete.

**Roselle TIF Culvert Replacement**

All work east of Roselle Road complete. Improvements west of Roselle Road scheduled for completion in spring 2023.

**RESIDENTIAL PROJECT UPDATES****Seasons – SE Corner of IL 72 & Moon Lake Boulevard**

Site grading work ongoing. Installation of water main, storm sewer, and sanitary sewer ongoing throughout. Retaining wall installation ongoing.



**From:** [Alan Wenderski](#)  
**To:** [Marquelle Cnota](#)  
**Subject:** FW: 2023 CRS Recertification Acknowledgment – Hoffman Estates, IL 170107  
**Date:** Wednesday, March 8, 2023 1:43:36 PM

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Please include this in the next PWU monthly report.

**From:** Arkens, Bradley  
**Sent:** Wednesday, March 8, 2023 1:24 PM  
**To:** Alan Wenderski  
**Cc:** Eric Palm; Patellaro, Lou Ann  
**Subject:** 2023 CRS Recertification Acknowledgment – Hoffman Estates, IL 170107

Dear CRS Coordinator:

Congratulations! I have reviewed your submittal and found everything to be in order. This concludes your annual CRS recertification.

Should you have any questions, please do not hesitate to contact me, or your CRS Specialist.

Sincerely,

**Bradley Arkens, CFM**  
He/Him/His  
ISO/CRS Resource Specialist  
+1.541.890.7418 mobile  
[verisk.com](#) | [LinkedIn](#) | [Twitter](#) | [YouTube](#)



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