



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

Special

Public Works and Utilities Committee Meeting Agenda

April 17, 2023

7:00 p.m.

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

-
- I. Roll Call
 - II. Public Comment

NEW BUSINESS

- 1. Request authorization to waive bidding and award a contract to Performance Construction & Engineering, Plano, IL, for the replacement of water main at Bode Road in an amount not to exceed \$311,100.
- III. Adjournment

SPECIAL COMMITTEE AGENDA ITEM VILLAGE OF HOFFMAN ESTATES

SUBJECT: Request authorization to waive bidding and award a contract to Performance Construction & Engineering for the replacement of water main at Bode Road in an amount not to exceed \$311,100.

MEETING DATE: April 17, 2023

COMMITTEE: Special Public Works & Utilities

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

BACKGROUND: During the annual hydrant flushing program, a water main break occurred on Bode Road at the curved section between Harmon Blvd and Hundley St. Public Works immediately isolated the section of water main in preparation for repair. After excavating and exposing the pipe, it was found to have extensive corrosion damage across the entire exposed section. This corrosion prevented a conventional repair as there was no good pipe found to connect the repair couplings.

After this discovery, and with water service still off to seven homes, staff shifted their focus to returning service as quickly as possible. In order to return service to the affected residents, a new valve was installed to isolate the corroded water main section. As the soil conditions in similar wetland areas have been found to be very corrosive, staff recommends replacement of the entire stretch of approximately 740' of water main.

While this was the first break in this section of water main, the Village has previously replaced sizeable sections of main along the eastern sections of Bode Road due to external corrosion issues, including 600' of 8" main in 2015 and an additional 1,600 of 10" main in 2019.

DISCUSSION: Replacing the water main at this location is considered urgent as an additional break along this line would result in loss of water service to a large number of residents in the area. In addition to the critical nature of this main, the Village of Schaumburg will begin reconstruction of Bode Road at this location in the near future. Completing the necessary work in coordination with the Village of Schaumburg's road program will avoid project conflicts, including damage to the new road surface.

Staff requested quotes for the replacement of 740' of 10" water main in the northeast parkway of the curved section of Bode Rd and installation of two new valves and one new hydrant. The Village received the following four quotes:

NAME	BASE COST	COST/FOOT	TREE REPLANTING COST
Performance Construction & Engineering LLC	\$255,770 (revised)	\$346 (revised)	\$15,750
A-Lamp Concrete Contractor	\$298,000	\$402	\$31,500
Swallow Construction Corp	\$347,613 (revised)	\$469 (revised)	\$9,450
Vian Construction	\$399,984	\$540	\$13,500

DISCUSSION (continued):

After review of the initial quotes, staff found the need to increase the scope of work to include: installation of an offset section of main that is required to go under an existing 24" storm sewer owned by the Village of Schaumburg; and the use of 24" of top soil as trench backfill, an increase from the 6" typically required, due to the location of parkway trees impacted by this project. Only two firms responded with revised quotes for the work, Performance Construction & Engineering (PCE) and Swallow Construction Corp. Those revised quotes are included in the table above. PCE is the low-quote and also offered a potential cost reduction (\$19,280) should good water main be found east of the intersection of Harmon Blvd and Bode Rd and a street crossing is not needed. The decision to cross Harmon Blvd will be made in the field when the condition of the water main has been examined.

In addition to potential conflicts with Schaumburg's road resurfacing project, there is an additional conflict with a number of smaller parkway trees that line the east side of Bode Rd at the project location. There are 21 trees that will require removal and replacement once the water main work is complete. Staff is working directly with the Forester from the Village of Schaumburg on the in-house replacement of these trees at a lower cost than that provided in the quote. PCE has completed similar projects for the Village in the past, including previous sewer main replacement on Harmon Blvd. In 2022, PCE replaced sewer main on Eagle Way with satisfactory results. Staff is confident that PCE will be able to complete the requested work.

FINANCIAL IMPACT:

Including PCE's base quote (\$255,770), the added topsoil \$17,028, and the need for a flagger present to avoid conflicts with Schaumburg's road project, the total estimate is \$282,798. Staff recommends including a 10% contingency to account for potential unknown conditions that may be discovered during water main installation. Therefore, the total not to exceed amount requested is \$311,100. There is the potential for cost reductions if the Harmon crossing and/or tree replacements are not necessary.

There is no funding in the 2023 Capital Improvements Program for this project. After consulting with Finance, they indicate there is adequate funding available in the Water & Sewer Fund reserves to accommodate this request.

RECOMMENDATION:

Request authorization to waive bidding and award a contract to Performance Construction & Engineering for the replacement of water main at Bode Road in an amount not to exceed \$311,100.





PERFORMANCE CONSTRUCTION & ENGINEERING, LLC

217 W. John Street
Plano, IL 60545

April 10, 2023

Mr. Haileng Xiao
Superintendent of Water & Sewer
Village of Hoffman Estates
(847)490-6800

RE: DIP - Water Main Replacement (REVISED)
Bode Road
Hoffman Estates, IL

Haileng,

I want to thank you for thinking of PCE for the above referenced work. Below is a proposal for the installation of the new 10" water main as proposed on the plans received from you on 4/3/2023. I have also included a list of inclusion and exclusion to better clarify the scope of the project. Please let me know if you have any questions or need any additional information.

Installation of Proposed 10" DIP Water Main, Valves & Fire Hydrant	1 LS	= \$255,770
Deduct for not crossing Harmon Road (DIP Pipe, TBF, Patching)	1 LS	= \$ -19,280
Placement of 2' of topsoil within the trench along Bode Road	1 LS	= \$ 17,028

Notes:

1. Price includes 740' of 10" Zinc Coated DIP Water Main, 2 – 10" Valves in 60" Vaults, 1 – Fire Hydrant w/Auxiliary Valve and Box along with all accessories necessary to complete the work.
2. Includes pressure testing and chlorination of newly installed main.
3. Price includes the removal and disposal off-site of all excavated materials.
4. Price does not include the cost for obtaining an IEPA 662/663 for the disposal in a licensed CCDD Facility. If one has not been obtained then PCE can assist the owner in obtaining one on a time & material basis.

5. Price assumes all material excavated to be clean and acceptable for disposal in a licensed CCDD Facility. PCE is not responsible for disposal of any material found to be unacceptable for disposal.
6. Price includes advanced warning signs and barricades for PCE's work. It is our plan to push traffic over and utilize the middle lane to maintain 2-way traffic which eliminates the need for flaggers. However, if flaggers are required then please add \$10,000.
7. Price includes pavement (**12" Binder, 2" Surface**), sidewalk, curb & gutter and landscape restoration outside the limits of the roadway improvements(sod), but does not include any pavement striping or cost associate with removal and replacement of guardrail.
8. Price assumes the water main will be installed between the existing sidewalk and the edge of Bode Road and no trench backfill will be required except where the main crosses the sidewalk and crosses the pavement at Harmon Blvd.
9. Price includes the cost of removing trees in conflict with the proposed main but does include any tree replacement. If trees are to be replaced by PCE then please add \$750/EA.
10. Price includes the cost of removing and reinstalling all traffic signage that is in conflict with the proposed new main.
11. Price does not include any costs associated with bonds, permits or inspections.
12. Anything specifically requested by the Village in their request for proposals and not specifically excluded above has been included in the lump sum price provided above.
13. **Price includes offset to go under existing 24" DIP Storm Sewer.**
14. **Alternate price for placing 2' of topsoil includes the costs associated with the removal of 2' of material and disposal in a licensed CCDD Facility.**

PCE would be available to mobilize and start work within a week after a notice to proceed.

Thank you for the opportunity to submit our proposal and to work with you on this project. If you have any questions or need any additional information, please let me know.

Sincerely,

Lonnie Avery

Lonnie Avery, P.E., President
Performance Construction & Engineering, LLC

VILLAGE OF HOFFMAN ESTATES

This Professional Services Agreement (the "Agreement") is made and entered into this 17th day of April, 2023, by and between the VILLAGE OF HOFFMAN ESTATES, ILLINOIS, a municipal corporation located at 1900 Hassell Road, Hoffman Estates, IL ("Village") and Performance Construction & Engineering LLC, with a principal place of business at 217 W. John St. Plano, 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 RFQ dated 4/5/2023 and Contractor's Proposal dated 4/10/2023 attached hereto as Exhibit A and incorporated herein by reference.

1. SERVICES

Contractor will complete services as outlined in Exhibits A (Original RFQ with Final Clarifications and Revised Proposal)

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 May 5th, 2023. Failure to complete the services outlined in Exhibit A (RFQ with Final Clarifications and Revised Proposal) 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 not exceed \$282,798.

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.

Final invoice must be provided with sufficient supporting documents for all time and material used for the project.

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. STANDARD OF PERFORMANCE AND ACCEPTANCE

Work must comply with rules & regulations outlined by the Village of Hoffman Estates Construction Standards Manual. Final inspection must be conducted by Village Public Works and Engineering staff prior to project acceptance and closing for final payment.

6. 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

7. INDEMNIFICATION

Contractor shall indemnify and hold harmless the Village, and all of its officers, directors, partners, officers, agents, representatives and employees of the foregoing from and against any

and all losses, claims, liabilities, damages, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising out of, in connection with or resulting from: (i) the failure to comply with any applicable law or regulation or breach of this Agreement by Contractor or any of its employees, agents or contractors; (ii) performance of Services by Contractor or any of its employees, agents or contractors; (iii) the acts or omissions, including negligence or willful misconduct, of Irwin or any of its employees, agents or contractors. Nothing in this Section shall be construed as a waiver of Village's rights to choose its own counsel to defend any claim arising under this Agreement. This Section shall survive the expiration or earlier termination of this Agreement.

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: Lonnie Avery, P.E., President
Performance Construction & Engineering, LLC
217 W. John Street
Plano, IL 60545

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. Additionally, the Parties acknowledge that this project is a covered public works project under the Illinois Prevailing Wage Act 820 ILCS 130/ and agree to comply with all applicable requirements of said Act.

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

Performance Construction & Engineering,
LLC

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____