

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

April 24, 2023

Immediately Following the Finance Committee
Village Hall, 1900 Hassell Road, Hoffman Estates, IL 60169

- I. Roll Call
- II. Approval of Minutes -March 20, 2023

April 17, 2023 - Special meeting

III. Public Comment

# **NEW BUSINESS**

- 1. Request approval of an Illinois Department of Transportation resolution to permit Village work on State of Illinois rights-of-way.
- 2. Request authorization to award contract for Village Hall masonry cleaning and coating to National Decorating Service (low bid) in an amount not to exceed \$231,000.
- 3. Request authorization to award contract for the replacement of the Fleet Services vehicle exhaust extraction system to Hastings Air Energy Control (sole bid) in an amount not to exceed \$61,000.
- 4. Request authorization to award a purchase order for Mueller fire hydrants to Ziebell Water Services (sole bid) in an amount not to exceed \$104,300.
- 5. Request authorization to award a 3-year contract extension for the Neptune 360 software service to Water Resources, Inc. in a total amount not to exceed \$145,000.

# **REPORTS (INFORMATION ONLY)**

- 1. Department of Public Works Monthly Report
- 2. Engineering Division Monthly Report

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

# **DRAFT**

# PUBLIC WORKS & UTILITIES COMMITTEE MEETING MINUTES

March 20, 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 Eric Palm, Village Manager

in Attendance: Dan O'Malley, Deputy Village Manager

Rachel Musiala, Finance Director Art Janura, Corporation Counsel

Alan Wax, Fire Chief Kasia Cawley, Police Chief

Pete Gugliotta, Dir. Dev Services

Al Wenderski, Director of Engineering

Patrick Seger, HRM Director

Audra Marks, Asst. Director of HHS

Darek Raszka, Director of IT

Joe Nebel, Director of Public Works Suzanne Ostrovsky, Asst. Village Mgr. Missy Brito, Communications Manager Ric Signorella, Multimedia Manager

Ben Gibbs, NOW Arena GM

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

# II. Approval of Minutes – February 27, 2023 and March 13, 2023 (special)

Motion by Trustee Mills, seconded by Mayor McLeod, to approve the Public Works and Utilities Committee Meeting minutes from February 27, 2023. Roll call vote taken. All ayes. Motion carried.

Motion by Mayor McLeod, seconded by Trustee Stanton, to approve the Special Public Works and Utilities Committee Meeting minutes from March 13, 2023. Roll call vote taken. All ayes. Motion carried.

# **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.

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

Mr. Wenderski provided background on the project.

Trustee Mills inquired if this project would disrupt surrounding businesses and asked about length of time for the project. Mr. Wenderski indicated approximately 6 months for completion of the project with no disruption to surrounding businesses.

Motion by Trustee Arnet, seconded by Mayor McLeod, 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. Roll call vote taken. All ayes. Motion carried.

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.

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

Trustee Stanton clarified the cost for this year to be \$64,238. Mr. Nebel confirmed. Trustee Pilafas asked if the new system could integrate with the ERP system. Mr. Palm provided comment.

Motion by Trustee Mills, seconded by Mayor McLeod, 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. Roll call vote taken. All ayes. Motion carried.

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.

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

Motion by Trustee Arnet, seconded by Trustee Mills, 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. Roll call vote taken. All ayes. Motion carried.

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.

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

Motion by Mayor McLeod, seconded by Trustee Arnet, to award a three-year contract for street sweeping to Lakeshore Recycling Services LLC (low bid) in an amount not to exceed \$420,000. Roll call vote taken. All ayes. Motion carried.

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.

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

Motion by Trustee Stanton, seconded by Mayor McLeod, to award a three-year contract for landscape maintenance of Village-maintained detention areas, cul-desac islands, and water/sewer facilities to V. Cardenas Landscaping (low bid) in an amount not to exceed \$104,000. Roll call vote taken. All ayes. Motion carried.

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.

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

Motion by Trustee Stanton, seconded by Mayor McLeod, to award a three-year contract for Parkway Tree Trimming to Advanced Tree Care (low bid) in an amount not to exceed \$225,000. Roll call vote taken. All ayes. Motion carried.

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.

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

Motion by Trustee Mills, seconded by Trustee Arnet, 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. Roll call vote taken. All ayes. Motion carried.

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.

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

Motion by Trustee Arnet, seconded by Mayor McLeod, to participate in the State of Illinois Central Management Services joint purchase of road salt, in the amount of 3,800 tons. 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 Mills, seconded by Trustee Arnet, to adjourn the meeting at 7:25 p.m. Roll call vote taken. All ayes. Motion carried.

Minutes submitted by:		
Jennifer Djordjevic, Director of Operations/	Date	
Outreach, Office of the Mayor and Board		

# DRAFT

# SP. PUBLIC WORKS & UTILITIES COMMITTEE MEETING MINUTES

**April 17, 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 Eric Palm, Village Manager

in Attendance: Art Janura, Corporation Counsel

Al Wenderski, Director of Engineering Dan O'Malley, Deputy Village Manager Joe Nebel, Director of Public Works Jenny Horn, Dir. Planning and Trans

Alan Wax, Fire Chief

Patrick Seger, Director HRM
Rachel Musiala, Director Finance
Dr. Monica Saavedra, Director HHS
Missy Brito, Communications Manager
Ric Signorella, CATV Coordinator

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

# <u>NEW BUSINESS</u>

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.

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

Motion by Trustee Pilafas, seconded by Trustee Arnet, to 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. Roll call vote taken. All ayes. Motion carried.

# II. Adjournment

Motion by Mayor McLeod, seconded by Trustee Stanton, to adjourn the meeting at 7:09 p.m. Roll call vote taken. All ayes. Motion carried.

Sp. Public Works & Utilities Committee	-2-	April 17, 2023
Minutes submitted by:		
Jennifer Djordjevic, Director of Operations/	Date	
Outreach, Office the Mayor and Board		

# COMMITTEE AGENDA ITEM VILLAGE OF HOFFMAN ESTATES

**SUBJECT:** 

Request approval of an Illinois Department of Transportation

resolution to permit Village work on State of Illinois rights-of-way.

**MEETING DATE:** 

April 24, 2023

**COMMITTEE:** 

**Public Works & Utilities** 

FROM:

Joseph Nebel, Director of Public Works

Haileng Xiao, Water and Sewer Superintendent

**BACKGROUND:** 

Chapter 121 of the Illinois Revised Statutes requires any person, firm, or corporation desiring to perform work on State maintained rights-of-way to first obtain a written permit from the Illinois Department of Transportation (IDOT). This includes any and all emergency work on broken water mains or sewers. A surety bond is typically required with each permit application to insure compliance with State specifications.

**DISCUSSION:** 

To expedite issuance of permits, IDOT has requested that the Village adopt a resolution for construction on State rights-of-way for work to be performed by the Village. A resolution is acceptable in lieu of a surety bond and may be enacted for a period of up to two years. For Village emergency work, such as water main repairs, IDOT approval procedures require Public Works to contact IDOT's 24-hour dispatch number for verbal authorization before work begins. At a later time, the Department completes and submits required permit forms to the State.

The requested resolution has not changed from those previously approved by the Village Board, most recently in 2021.

**RECOMMENDATION:** 

Request approval of an Illinois Department of Transportation resolution to permit Village work on State of Illinois rights-of-way.

# RESOLUTION NO. \_\_\_\_\_ - 2023

#### VILLAGE OF HOFFMAN ESTATES

# A RESOLUTION FOR CONSTRUCTION ON STATE HIGHWAYS

WHEREAS, the Village of Hoffman Estates, hereinafter referred to as "Municipality", located in the County of Cook, State of Illinois, desires to undertake, in the years of 2023 and 2024, the location, construction, operation, and maintenance of driveways and street returns, water mains, sanitary and storm sewers, street lights, traffic signals, sidewalks, landscaping, etc. on State highways, within said Municipality, which by law and/or agreement come under the jurisdiction and control of the Department of Transportation of the State of Illinois, hereinafter referred to as "Department"; and

WHEREAS, an individual working permit must be obtained from the Department prior to any of the aforesaid installations being constructed either by the Municipality or by a private person or firm under contract and supervision of the Municipality.

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

Section 1: That the Village of Hoffman Estates hereby pledges its good faith and guarantees that all work shall be performed in accordance with conditions of the permit to be granted by the Department, and to hold the State of Illinois harmless during the prosecution of such work, and assume all liability for damages to person or property due to accident or otherwise by reason of the work which is to be performed under the provision of said permit.

<u>Section 2</u>: That all authorized officials of the Village of Hoffman Estates are hereby instructed and authorized to sign said working permit on behalf of the Village of Hoffman Estates.

Section 3: That this Resolution shall be in full force and effect immediately from and after its passage and approval.

PASSED THIS day	y of	, 2023.		
VOTE	AYE	NAY	ABSENT	ABSTAIN
Trustee Karen V. Mills				
Trustee Anna Newell				
Trustee Gary J. Pilafas				
Trustee Gary G. Stanton				
Trustee Michael Gaeta				
Trustee Karen Arnet				
Mayor William D. McLeod	_			
APPROVED THIS dag	y of	, 2023.		
		-	Village President	t
ATTEST:			-	
Village Clerk	<del></del>			

# COMMITTEE AGENDA ITEM VILLAGE OF HOFFMAN ESTATES

SUBJECT: Request authorization to award contract for Village Hall masonry

cleaning and coating to National Decorating Service (low bid) in an

amount not to exceed \$231,000.

MEETING DATE: April 24, 2023

COMMITTEE: Public Works & Utilities

FROM: Joseph Nebel, Director of Public Works

Paul Petrenko, Superintendent of Facilities and Arena Maintenance

BACKGROUND: In May 2022, the Village Board authorized staff to proceed with coordinating the cleaning and coating of the masonry at Village Hall. Staff recommended

pressure washing the brick and then providing two coats of a mineral product called Keim Soldalit ME, a specialized self-cleaning (photocatalytic) coating

designed to keep masonry surfaces clean for decades.

Upon project approval, Wold Architects and Engineers was contracted to assist the Village with utilizing the building's architectural features and recommending colors to enhance the appearance of the Village Hall. Color story boards were presented to the Board with several painting/design

options.

**DISCUSSION:** The project scope included the following primary components: pressure washing of the building exterior; application of the coating; and a \$5,000

contingency allowance should any additional tuck-pointing, caulking, or

brick replacements be needed.

In March 2023, the Village received 5 bids. National Decorating Service is the low-responsible bidder with a base bid of \$231,000. References were favorable for the firm, which has completed projects for other municipalities and school districts in the region. National Decorating Service also has

experience using the Keim product.

A sample of the selected design and a complete tabulation of bids is included

as an appendix.

FINANCIAL IMPACT: There was \$57,000 in the 2022 Capital Improvements Fund for masonry

cleaning of Village Hall. This amount was pushed to FY23 when the decision was made to include coating in the scope of work. The original estimated cost for cleaning and coating was \$228,330. As this estimate was considered during the 2023 budget process, funds have been earmarked and are available

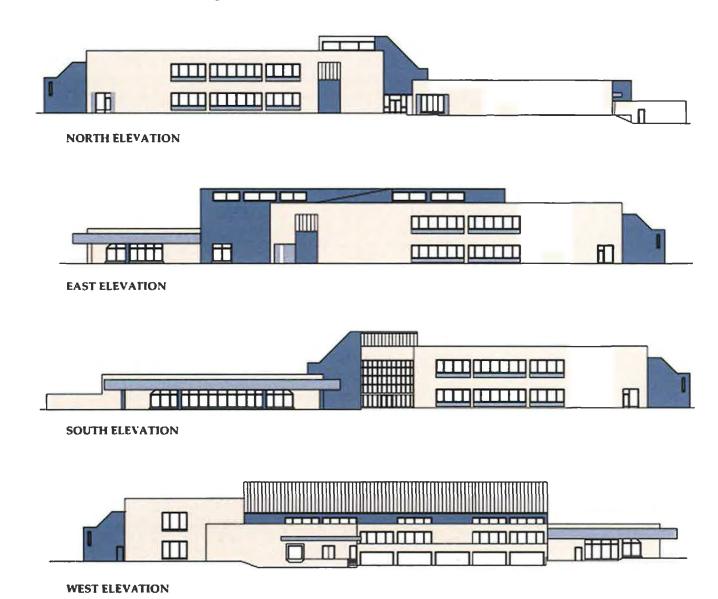
for use. Any overage will be covered by Capital Improvement Fund reserves.

**RECOMMENDATION:** Request authorization to award contract for Village Hall masonry cleaning

and coating to National Decorating Service (low bid) in an amount not to

exceed \$231,000.

# APPENDIX A - Board-selected color and design



# APPENDIX B - tabulation of bids

		VILLAG	E OF HOFFMATI TABULTATI		•						
	\	ILLAGE HA	LL MASONRY	CLEANING	and COATIN	IG					
Bid Opening Date: Bid Opening Time: Attended By:	Tuesday, March 21, 2023 11:00 AM Paul Petrenko		Building on Group Inc.	Const	glund truction npany	Onvis	sion, LLC		m Company, nc.		Decorating rvice
Title:	Superintendent of Facilities	Frankl	in Park, IL	Chic	ago, IL	Jefferso	n City, MO	Mor	ton, IL	Oakb	rook, IL
Proposal Guarantee:	Check: \$5,000	Check	\$ 5,000	Bid Bond	\$ 5,000	Check	\$ 5,000	Check	\$ 5,000	Check	\$ 5,000
	Completed Required Forms:		Yes	1	'es	Contract	not signed	,	Yes		/es
Service  All-inclusive Sum - Masonry Cleaning		\$	99,750.00	\$	70,500.00	\$	16,000.00	\$	84,889.00	\$	56,000.00
All-inclusive Sum - Masonry Coating		\$	183,000.00	\$	193,500.00	\$	235,737.00	\$	166,071.00	\$	170,000.00
Allowance for Tuck-Pointing and Maint.		\$	5,000.00	\$	5,000.00	\$	5,000.00	\$	5,000.00		\$5,000.00
Approx. weeks for work to start upon award of contract			17		8		2		2	8	3-10
	Total:	\$	287,750.00	\$	269,000.00	\$	256,737.00	\$	255,960.00	\$	231,000.00



**CONTRACT** 

1.	THIS AGREEMENT, made and concluded the 21 day of March of Hoffman Estates, acting by and through its Mayor and Board of Tru	
	and <u>National Decorating Service</u> administrators, successors, or assigns, known as the party of the second	d part. (name of firm), their executors,
2.	Witnesseth: That for and in consideration of the payments and agreement hereto attached, to be made and performed by the party of the first party of the second part agrees where to these presents, the party of the second part agrees where the proper cost and expense to do all the work, furnish all materials and accordance with the plans and specifications hereinafter described, and agreement and the requirements of the Village Representative under it.	rt, and according to the terms expressed in the with said party of the first part at his/their own a lall labor necessary to complete the work in I in full compliance with all of the terms of this
3.	The party of the second part agrees to abide by all OSHA, IDOL and statutes of the State of Illinois including but not limited to the Prevail of wages are revised by the Illinois Department of Labor and are available.	ing Wage Act (if applicable). Prevailing rates
4.	And it is also understood and agreed that the Instructions to Bidders, Services, Site Maps, and Contract Proposal hereto attached are essenhereof.	
5.	IN WITNESS WHEREOF, the said parties have executed these present	its on the date above mentioned.
	Attest:	The Village of Hoffman Estates
		Ву:
	Clerk (Seal Below)	Party of the First Part
	(Sear Below)	(If a corporation)
		Corporate Name
		President, Party of the Second Part
/	$\bigcirc$	(If a Co-Partnership)
	Attest: Alteria (. Hoas	Co-Partner
6	Secretary	Co-Partner
		Doing business under the firm name, Party of the Second Part
		(If an individual)
		Party of the Second Part

THIS CONTRACT FORM IS MANDATORY. PLEASE INCLUDE THREE SIGNED COPIES WITH YOUR BID DOCUMENTS.

# VILLAGE OF HOFFMAN ESTATES PROPOSAL FORM

Name of Bid:	Village Hall Masonry Cleaning and Coatings
Company Name:	National Decorating Service
Bidder Name (print):	Andy Maher
Title:	Project Manager
Business Address:	2210 Camden Ct.
	Oakbrook IL. 60523
Email Address:	amaher@nationaldecoratingservice.com
Telephone	630 571-8110
Signature	andy Maly Date 3/21/2023
a. All-inclusive pro	oposed sum for MASONRY CLEANING, as specified:
	\$ <u>56,000.00</u>
b. All-inclusive pro	oposed sum for MASONRY COATINGS, as specified:
	\$ <u>170,000.00</u>
c. Allowance for tu	ick-pointing and masonry replacements:
	\$ 5,000.00
d. Approximate nu	mber of weeks for work to start following award of the contract:
	8-10 weeks

a. NOTE: all work proposed under the terms of this bid must be complete on or before October 31, 2023.

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

# THE VILLAGE OF HOFFMAN ESTATES BID SPECIFICATION ADDENDUM ACKNOWLEDGMENT FORM

CONCERNING: VILLAGE HALL MASONRY CLEANING AND COATING ADDENDUM NO. 1

To Whom It May Concern:

Please be advised of eight (8) items which constitute Addendum No. 1, specific to the above referenced bid item.

Also be advised that you must reference receipt of Addendum No. 1, via your placement of a written/typed note, to the effect, upon the bid proposal form identified within the bid document package.

# Addendum No. 1

- A) There are areas that need to be painted with regular paint, not with Keim Soldalit ME, such as the soffit on the south end of the Village Hall and other non-masonry surfaces such as window well ceilings and lentils. These areas will be scraped, patched, and primed where necessary, and then coated with Sherwin Williams Emerald Exterior Acrylic Latex Paint tinted to the same color as the Keim Solidit ME colors as indicated in the specification. All doors are excluded from this project.
- B) Provide a manufacturer's 20-year warranty on Keim Soldalit ME products.
- C) Provide 1 gallon of each color of the Keim Soldalit ME product and any opened Latex paint cans that are left over from non-masonry painted areas.
- D) Protect and paint around wall-mounted cameras, fixtures and LED sign on the north elevation. Protect any shrubbery, windows and doorframes from overspray or dripping.
- E) A \$5000.00 allowance should be listed on the bid form when returned with your project costs. You must maintain a record of expenses related to any drawdown of this allowance and it must be approved by the Village Representative. Expenses would include brick replacements, tuck-pointing, caulking and any other that will affect the quality of the coating.
- F) Reminder that this is a prevailing wage project and should be priced accordingly.
- G) Water and electrical will be provided by the Village.
- H) The public rest room in the main lobby can be used by workers as long as they are careful not to track any materials onto the lobby floor.

See Next Page

The above Addendum No. 1; item A through H is presented for clarification. The Village also desires to insure that when you prepare your bid, you base your proposal sum upon the identical service scope that all others will.

Please direct any questions to Paul Petrenko, Superintendent of Facilities and Arena Maintenance, at (847) 781-2718.

I/We hereby acknowledge receipt of the addendum as it applies to the above stated Bid Specifications.

Firm Name:	National Decorating Service			_
Address:	2210 Camden Ct. Oakbrook IL. 60523			
Telephone:	630 571-8110			
Signature:	Chiely Maker	Title:	Project Manager	
U				

THIS FORM MUST ACCOMPANY YOUR FIRM'S BID PROPOSAL!!

# NOTE: THIS FORM MUST BE NOTARIZED

# **RETURN WITH BID**

(SEAL)

# VILLAGE OF HOFFMAN ESTATES BID CERTIFICATE FORM

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

I/We hereby certify that, National Decorating Service (name of bidding firm) by
bidding on this contract, no action has occurred that would result in a violation of 720 1LCS 5/33E, Public Contracts of the Illinois Criminal Code.
Signed:
Name/Title: Andy Maher Project Manager (please print)
Date:
Attests Talkicia (. Hoak (Notary Public)
Commission Expiry:
Date: 3-20-2023
OFFICIAL SEAL
PATRICIA A HAAS
TARY PUBLIC, STATE OF ILLINOIS  COMMISSION EXPIRES: 10/11/2026
epo

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 Hoffman Estates Department of Public Works (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. National Decorating Service Andy Maher (Name of Contractor) Project Manager (Title) Subscribed and sworn to before me this 21 day of March . 2023. My Commission expires: 10-11-2026 (Notary Public) OFFICIAL SEAL **PATRICIA A HAAS NOTARY PUBLIC, STATE OF ILLINOIS** MY COMMISSION EXPIRES: 10/11/2026 (SEAL)

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

# REFERENCES RETURN WITH BID

BIDDER NOTE:	Provide as many customer references as possible for work/equipment identical to the project being bid.
BUSINESS NAME: _	Village of Arlington Heights
ADDRESS: 222 N	orth Ridge Avenue Arlington Heights, IL. 60005
CONTACT PERSON:	Dave Van Ryn
PHONE NUMBER: _	847 368-5800
APPROXIMATE DA	TE: Outside work 6/2021 Miscellaneous projects since 2014
BUSINESS NAME: _	District 214
ADDRESS: 2121 S	S. Goebert Rd. Arlington Heights IL.
CONTACT PERSON:	Ken Roiland
PHONE NUMBER: _	847 718-7799
APPROXIMATE DAT	TE: 10/2022
BUSINESS NAME: _ ADDRESS: 800 N	TY INC. N. Blackhawk Dr. Westmount, IL.
CONTACT PERSON:	Dave Grana
PHONE NUMBER: _	
APPROXIMATE DAT	TE: Outside 6/2021
BUSINESS NAME: _	
	re:
BUSINESS NAME: _	
APPROXIMATE DAT	

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



# VILLAGE OF HOFFMAN ESTATES Department of Public Works

# **BID DOCUMENTS**

# VILLAGE HALL MASONRY CLEANING AND COATINGS

**BID OPENING DATE:** 

March 21, 2023

**BID OPENING TIME:** 

11:00 a.m.

**BID DEPOSIT:** 

Cashier's/certified check in the amount of \$5,000 is

required

**PERFORMANCE BOND:** 

100% of Total Bid Award (upon award of contract)

**PRE-BID MEETING:** 

March 7, 2023 @ 10:00 a.m. (MANDATORY)

PREPARED BY
Village of Hoffman Estates
Department of Public Works
2305 Pembroke Avenue, Hoffman Estates IL. 60169
847.490.6800

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# HOFFMAN ESTATES

#### DEPARTMENT OF PUBLIC WORKS

# Prospective Bidder:

The Village of Hoffman Estates is soliciting sealed bids for Village Hall Masonry Cleaning and Coatings and, on behalf of our residents, I appreciate your interest in participating in our bid process. I call your special attention to the Instructions to Bidders section of the attached documents. Please be sure that you read thoroughly and fully understand these instructions prior to the preparation of your bid. Note that instructions call for no deviations from the bid specifications except for those deviations which are listed as such on the vendor's bid detail sheet and which are expressly approved as part of the Village's acceptance of the bid.

All of the equipment described in the bid notice and specified herewith must meet the performance required for heavy-duty municipal, utility, or construction type usage. Unless denoted "No Substitution", the Village minimum required specifications may be exceeded. This is an attempt to insure the non-exclusion of any manufacturer's product from the bidding effort. Remember, however, to list all deviations and provide a description of the upgraded item in the proper space provided. Minimum specifications requirements must be met or exceeded.

Please note the following are required:

- a) A \$5,000 bid security deposit is required (see special provisions).
- b) A performance bond is required from the successful bidder (see special provisions).

The Village reserves the right to reject and/or award any and all bids or parts thereof and to waive formalities and technicalities according to the best interests of the Village.

If you have any questions with regards to these bid documents, please contact Paul Petrenko, Superintendent of Facilities and Arena Maintenance, at 847.490.6800 or Paul.Petrenko@vohe.org.

Sincerely

Joseph Nebel

Director of Public Works

2305 Pembroke Ave.

Hoffman Estates, Illinois 60169 www.hoffmanestates.org

Phone: 847-490-6800 Fax: 847-490-6868 William D. McLeod

MAYOR

Gary J. Pilafas TRUSTEE

Karen J. Arnet TRUSTEE

Karen V. Mills

TRUSTEE

Gary Stanton TRUSTEE

Bev Romanoff VILLAGE CLERK

Anna Newell TRUSTEE

Michael Gaeta TRUSTEE

Eric Palm VILLAGE MANAGER

# VILLAGE OF HOFFMAN ESTATES NOTICE TO BID

The Village of Hoffman Estates Department of Public Works is accepting sealed bids for the proposed work officially known as the "Village Hall Masonry Cleanings and Coatings".

Sealed bids will be received at the Office of the Village Clerk of the Village of Hoffman Estates (1900 Hassell Road) Cook County, Illinois, until March 21, 2023 at 11:00 A.M. All bids will be publicly opened immediately thereafter.

It is the responsibility of the bidder to meet the specified opening time; and any bid not so received will be returned unopened. Bids must be identified as such on the outside of the sealed envelope. This can be done by marking the envelope "SEALED BID" and with the following information: Company's name, address, item bid, date, and time of opening.

Specifications and complete bid documents may be obtained from the Office of the Village Clerk. Further information regarding this bid may be obtained by contacting the Public Works Department at (847) 490-6800.

A mandatory pre-bid meeting will be held at the job site located at the Village Hall located at 1900 Hassell Road, Hoffman Estates, IL on March 7, 2023 at 10:00 a.m., weather permitting. This will give all contractors an opportunity to see the site conditions and to ask questions in group about specifications and bid requirements. Contact the Village representative, Paul Petrenko, at (847) 490-6800 if there are any questions about this meeting.

The Village of Hoffman Estates strongly encourages minority firms and women's business enterprises to apply. If subcontracts are to be let, the primary contractor shall take these same affirmative steps to solicit bids from minority and women's firms.

The Village of Hoffman Estates reserves the right to waive any/all informality, or to reject any/all bids and/or parts thereof; and to accept that bid which it deems most favorable to Hoffman Estates after all bids have been examined and canvassed.

By the Order of the Mayor and Board of Trustees of the Village of Hoffman Estates.

Bev Romanoff Village Clerk	)}	February 3, 2023 (date)	_
Го Be Published On:	February 16, 2023	Paddock Publications	

# 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,	(name lation of	of 720	bidding 1LCS 5/3	firm) 33E, Pu	by blic
Signed:	-				
Name/Title:	(please	print	t)		
Date:					
Attest:	(Notary	Pub	lic)		
Commission Expiry:	-				
Date:					
(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,				
(Client)	,			
that (Contractor) has in place a written Substance Abuse Prevention Program that requirements of the State of Illinois P.A. 095-0635, or has a collective bargaining dealing with the subject matter of P.A. 095-0635. The Contractor and Subcontractors Substance Abuse Prevention Program, or collective bargaining agreement, with the C being conducted on the project.	g agreement in effect will file a copy of the			
(Name of Contractor)				
(Title)				
Subscribed and sworn to before me thisday of, 2023.				
My Commission expires:				
(Notary Public)				
(1.0.2, 1.0.1)				
(SEAL)				

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



# **CONTRACT**

1.	THIS AGREEMENT, made and concluded the of Hoffman Estates, acting by and through its Mayor a	day of (month, year) between the Village and Board of Trustees, known as the party of the first part,				
	andadministrators, successors, or assigns, known as the pa	(name of firm), their executors, arty 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 rate of wages are revised by the Illinois Department of Labor and are available on the Department's official website.					
1.	And it is also understood and agreed that the Instructions to Bidders, General Conditions, Specifications, Scope of Services, Site Maps, and Contract Proposal hereto attached are essential documents of this contract and are a part hereof.					
5.	IN WITNESS WHEREOF, the said parties have execu	ated these presents on the date above mentioned.				
	Attest: The Village of Hoffman Estates					
		Ву:				
	Clerk (Seal Below)	Party of the First Part				
	(Seal Below)	(If a corporation)				
		Corporate Name				
		President, Party of the Second Part				
		(If a Co-Partnership)				
	Attest:					
		Co-Partner				
	Secretary	Co-Partner				
		Doing business under the firm name, Party of the Second Part				
		(If an individual)				
		Party of the Second Part				

THIS CONTRACT FORM IS MANDATORY. PLEASE INCLUDE THREE SIGNED COPIES WITH YOUR BID DOCUMENTS.

# VILLAGE OF HOFFMAN ESTATES PROPOSAL FORM

Name of Bid:	
Company Name:	
Bidder Name (print):	
Title:	
Business Address:	
_	
Email Address:	
Telephone	
Signature	Date
a. All-inclusive propose	ed sum for MASONRY CLEANING, as specified:
S. C. C. S. C.	\$
b. All-inclusive propose	ed sum for MASONRY COATINGS, as specified:
	\$
c. Allowance for tuck-p	ointing and masonry replacements:
	\$
d. Approximate number	of weeks for work to start following award of the contract;
	weeks
a. NOTE: all v	work proposed under the terms of this bid must be complete on or before

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

October 31, 2023.

# **REFERENCES** RETURN WITH BID

Provide as many customer references as possible for work/equipment identical to BIDDER NOTE: the project being bid. BUSINESS NAME: \_\_\_\_\_\_ ADDRESS: \_\_\_\_ CONTACT PERSON: PHONE NUMBER: APPROXIMATE DATE: BUSINESS NAME: ADDRESS: CONTACT PERSON: PHONE NUMBER: APPROXIMATE DATE: BUSINESS NAME: \_\_\_\_\_ ADDRESS: CONTACT PERSON: BUSINESS NAME: \_\_\_\_\_ ADDRESS: CONTACT PERSON: PHONE NUMBER: APPROXIMATE DATE: BUSINESS NAME: \_\_\_\_\_ ADDRESS: CONTACT PERSON: PHONE NUMBER: APPROXIMATE DATE:

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

# VILLAGE HALL MASONRY CLEANING AND COATINGS INSTRUCTIONS TO BIDDERS

The general rules and conditions, which follow apply to all bids requested and accepted by the Village of Hoffman Estates unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the bidder's own risk. Submitting of a bid is assumption that vendor has familiarized himself with all conditions and intends to comply with them unless noted otherwise.

#### **FORMS**

Bid forms are furnished. All bids must be submitted on the forms provided, complete and intact, properly signed in ink in the proper spaces, and submitted in a sealed envelope. All bids must be delivered to the Village Clerk, 1900 Hassell Road, Hoffman Estates, Illinois, 60169, prior to the bid opening date and time.

Bids must be identified as such on the outside of the sealed envelope. This can be done by label as may be provided by the agency or by marking the envelope "SEALED BID" and with the following information: Company's name, address, item bid, date, and time of opening.

# ALTERNATE MULTIPLE BIDS/SPECIFICATIONS

The specifications describe the supplies and/or service which the Village feels are necessary to meet the performance requirements of the Village. It is not the desire or the intent to eliminate or exclude any bidder from bidding because of minor deviations, alternates, or changes.

Bidders desiring to bid on items which deviate from these specifications, but which they believe are equivalent, are requested to submit alternate bids. However, alternate bids must be clearly indicated as such, and deviations from the applicable specifications plainly noted. The bid must be accompanied by complete specifications for the items offered. Any questions regarding the specifications, drawings, etc., shall be referred to that individual so referenced in the Specification section. Vendors wishing to submit a secondary bid must submit it as an alternate bid. Only one bid per envelope.

The Village shall be the sole and final judge unequivocally as to whether any substitute is of equivalent or better quality. This decision is final and will not be subject to recourse by any person, firm, or corporation.

# **RECEIVING OF BIDS**

Bids received prior to the time of opening will be securely kept, unopened. The Village Clerk, or their designee, will decide when the specified time has arrived, and no bid received thereafter will be considered. No responsibility will be attached to the Village Clerk or the Village for the premature or non-opening of a bid not properly addressed and identified, except as otherwise provided by law.

# LATE BIDS

Bids arriving after the specified time will not be accepted. These bids will either be refused or returned unopened. It is the bidder's responsibility for timely delivery regardless of the methods used. Mailed bids which are delivered after the specified hour will not be accepted regardless of post marked time on the envelope.

# **BIDS BY FAX**

Bids must be submitted on the original forms provided by the Village completely intact as issued. Facsimile machine transmitted bids will not be accepted, nor will the Village transmit bid documents to prospective bidders by way of a facsimile machine.

#### **ERROR IN BIDS**

When an error is made in extending total prices, the unit bid price will govern. Otherwise, the bidder is not relieved from errors in bid preparation. Erasures in bids must be explained over signature of bidder.

# WITHDRAWAL OF BIDS

A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by the Village Clerk prior to the specified time of opening. After the opening, the bidder cannot withdraw or cancel his bid for a period of sixty (60) calendar days, or such longer time as stated in the bid documents.

# **CONSIDERATION OF BIDS**

No bid will be accepted from, or contract awarded to, any person, firm, or corporation that is in arrears or is in default to the Village upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Village or had failed to perform faithfully any previous contract with the Village.

The bidder, if requested, shall present, within 48 hours, evidence satisfactory to the Village of performance ability and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and contract documents.

#### **PRICES**

Unit prices shall be shown for each unit on which there is a bid and shall include all equipment fuel charges, packing, crating, freight and shipping charges, and cost of unloading at the destination unless otherwise stated in the bid.

Unit prices shall not include any local, state, or federal taxes. The Village is exempt, by law, from paying State and Village Retailer's Occupation Tax, State Service Occupation Use Tax, and Federal Excise Tax. The Village will supply the successful bidder with its tax exemption number.

Cash discounts will not be considered in determining overall price but may be used in an overall evaluation.

### AWARD OR REJECTION

The Village reserves the right to reject and/or award any and all bids or parts thereof and to waive formalities and technicalities according to the best interests of the Village. Any bid submitted will be binding for sixty (60) days subsequent to the date of the bid opening.

Bidders shall make all investigations necessary to thoroughly inform themselves regarding the supplies and/or service to be furnished in accordance with the bid. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the Village of the compensation to the bidder

# Any exceptions not taken by the bidder shall be assumed by the village to be included.

A contract will be awarded to the lowest responsible bidder complying with the conditions of the contract documents only when it is in the best interest of the Village to accept the bid. The Village shall be the sole judge of compliance with the specifications and reserves the right to accept or reject any and/or all bids or parts thereof.

# **PAYMENT**

Payment will be made within thirty (30) days after acceptance of the equipment or services by the Village agent, and Bidder's compliance with all stipulations relating to the bid/contract.

#### REQUIREMENTS OF BIDDER

The successful bidder shall, within ten (10) days after notification of the award: a) enter into a contract in writing with the Village covering all matters and things as are set forth in the specifications and his bid; and b) carry insurance acceptable to the Village, covering public liability, property damage and workmen's compensation.

# COMPLIANCE WITH ALL LAWS

All work under the contract must be executed in accordance with all applicable federal, state and local laws, ordinances, rules and regulations.

#### CONTRACT ALTERATIONS

No amendment of a contract shall be valid unless made in writing and signed by the Village Manager or his authorized agent.

# **NOTICES**

All notices required by the contract shall be given in writing.

#### NON-ASSIGNABILITY

The Contractor shall not assign the contract, or any part thereof, to any other person, firm or corporation without the previous written consent of the Village Manager or his authorized agent. Such assignment shall not relieve the contractor from his obligations, or change the terms of the contract.

#### **INDEMNITY**

The Contractor shall indemnify and save harmless the Village and its officers and employees from any and all liability, losses or damages, including attorney's fees and costs of defense, the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature, including worker's compensation claims, in any way resulting from or arising out of the operations of contractor under this contract, including operations of subcontractors; and the contractor shall, at his own expense, appear, defend and pay all fees of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgments shall be rendered against the Village in any such action, the contractor shall, at his own expense, satisfy and discharge same. The Contractor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village as herein provided.

# EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract and/or supplying of materials, equipment and supplies, bidder must be in full compliance with all provisions of the Acts of the General Assembly of the State of Illinois relating to employment, including equal opportunity requirements.

# REQUIRED INSURANCE

In submission of a bid, the bidder is certifying that he has all insurance coverages required by law or would normally be expected for bidder's type of business. In addition, the bidder is certifying that he has at least the following insurance coverages:

Liability Limits				
Fach				

	Eucli		
Type of Insurance	Occurrence	Aggregate	
GENERAL LIABILITY			
Bodily Injury	\$1,000,000	\$3,000,000	
Property Damage	\$1,000,000	\$3,000,000	
Contractual Insurance-Broad Form	\$1,000,000	\$3,000,000	
AUTOMOBILE LIABILITY			
Bodily Injury	\$1,000,000	\$1,000,000	
Property Damage	\$1,000,000	\$1,000,000	
Bodily Injury Property Damage	, ,		

This insurance must include non-owned, hired, or rented vehicles, as well as owned vehicles.

WORKMEN'S COMPENSATION & OCCUPATIONAL DISEASES: Statutory for Illinois Employers Liability Coverage: \$1,000,000 per accident

NOTE: The specifications may require higher limits or additional types of insurance coverages than shown above and the contractor will be required to furnish a certificate of proof of insurance coverages.

The bidder further agrees to indemnify the Village and save it "harmless" against and from all loss, damage, expense, liability or claim of liability arising out of the performance of the contractor, any subcontractors, or his employees in connection with the contract. Contractors and subcontractors are to grant the Village an "additionally insured" status on all applicable insurance policies and provide the Village with original endorsements affecting coverage required by this clause. Said policies will not be canceled unless the Village is provided a thirty (30) day written notice. Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses. Nothing contained in the insurance requirement shall be construed as limiting the extent of the contractor's responsibilities for payment of damages resulting from his operations under this agreement.

# **BID PERFORMANCE DEPOSIT**

When it is required, it will be so stated elsewhere within this bid package along with the amount required. In all cases where a deposit is required it must accompany the bid. The deposit is to be in the form of a certified check, or a bank cashier's check. All bid performance deposit checks will be retained by the Village until the bid award is made, at which time the checks will be promptly returned to the unsuccessful bidders. The bid performance deposit check of the successful bidder will be retained until the goods or services have been received or completed/installed and found to be in compliance with the specification or until surety bonding requirements have been satisfied and proof of insurance coverage is provided in accordance with the Special Provisions Section of these specifications.

### **ACCEPTANCE**

After the acceptance and award of the bid, and upon receipt of a written purchase order executed by the proper officials of the Village, this instruction to bidders, and all other portions of the bid documents, including the specifications, will constitute part of the legal contract between the Village of Hoffman Estates and the successful bidder.

#### **DEFAULT**

The Village may terminate a contract by written notice of default to the contractor if:

- a) The contractor fails to make delivery of the materials or perform the services within the time specified in the proposal; or
- b) The contractor fails to make progress so as to endanger performance of the contract; or
- c) The contractor fails to provide or maintain in full force and effect, the liability and indemnification coverages or performance bond as is required.

If the Village terminates the contract, the Village may procure supplies or services similar to those so terminated, and the Contractor shall be liable to the Village for any excess costs for similar supplies and services, unless the Contractor provides acceptable evidence that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Contractor.

# SPECIAL CONDITIONS

Wherever special conditions/requirements are written into the Specifications or Special Provisions which are in conflict with conditions stated in these Instructions to Bidders, the conditions stated in the Specifications or Special Provisions/Requirement shall take precedence.

# PERMITS AND LICENSES

The successful bidder shall obtain, at their own expense, all permits and licenses which may be required to complete the contract (where applicable).

# **GENERAL GUARANTY**

Neither the final certificate of payment nor any provision in the contract nor partial or entire use of the equipment embraced in this contract by the Village or the Public shall constitute an acceptance of work not done in accordance with the contract, or relieve the Contractor of liability in respect to any express warranties or responsibility for failure to comply with the terms of those Contract Documents.

It is expressly agreed by the parties hereto that in the event any defects or imperfections in the materials or workmanship to be furnished by the Contractor herein appear within the period of one year from the date of completion of all the work mentioned herein and acceptance thereof by the Village of Hoffman Estates, the Contractor will, upon notice from the said Village (which notice may be given by letter to said Contractor to the business address of the Contractor shown in the Proposal), repair and make good at his own cost any such defects or imperfections and replace any defective or imperfect materials or workmanship with other materials or workmanship satisfactory to said Village, and furnish all such new materials and labor as may be necessary to do so; and in the event of the failure, refusal or delay of said workmanship or materials said Village may do so or have same done by others, and said Contractor and surety or sureties on his bond given for the faithful performance of this contract shall be liable to the Village of Hoffman Estates for all damages and expenses occasioned by such failure, refusal or delay.

# **MINIMUM WAGES**

All laborers and mechanics employed by Contractors and Subcontractors on construction work for this project shall be paid wages at rates no less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), and shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), and the Contractors and Subcontractors shall comply with all regulations issued pursuant to these Acts and with other applicable Federal laws and regulations pertaining to labor standards. The Secretary of Labor has, with respect to the labor standards specified in this Section, the 1950 (5 U.S.C. 133z-15) and Section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c).

Not less than the prevailing wage shall be paid for labor on the work to be done as required by law.

# HIRING OF ILLINOIS WORKERS

The Illinois Department of Labor provided notice that due to the high unemployment rate caused by the ongoing COVID-19 pandemic, the Employment of Illinois Workers on Public Works Act, 30 ILCS570/3, will take effect beginning July 1, 2020. The state law requires the workforce on all public works projects to be comprised of a minimum of 90% Illinois residents.

If Illinois' rate of unemployment falls below 5%, this statue will no longer be in effect.

(30 ILCS 570/3) (from Ch. 48, par. 2203)

Sec. 3. Employment of Illinois laborers. Whenever there is a period of excessive unemployment in Illinois, if a person or entity is charged with the duty, either by law or contract, of (1) constructing or building any public works, as defined in this Act, or (2) the clean-up and on-site disposal of hazardous waste for the State of Illinois or any political subdivision of the State, and that clean-up or on-site disposal is funded or financed in whole or in part with State funds or funds administered by the State of Illinois, then that person or entity shall employ at least 90% Illinois laborers on such project. Any public works project financed in whole or in part by federal funds administered by the State of Illinois is covered under the provisions of this Act, to the extent permitted by any applicable federal law or regulation. Every public works contract let by any such person shall contain a provision requiring that such labor be used: Provided, that other laborers may be used when Illinois laborers as defined in this Act are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the contracting officer.

(Source: P.A. 96-929, eff. 6-16-10.)

# ILLINOIS WORKS JOBS PROGRAM ACT APPRENTICESHIP INITIATIVE

Pursuant to the Illinois Works Jobs Program Act, 30 ILCS 559/20-1 et seq., for public works projects estimated to cost \$500,000 or more, the goal of the Illinois Works Apprenticeship Initiative is that apprentices will perform either 10% of the total hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less.

For projects with an estimated total project cost of \$500,000 or more and for which 50% or more of the project is being funded by appropriated capital funds, the 10% apprenticeship goal applies to all prevailing wage eligible work on the project. For projects receiving \$500,000 or more of appropriated capital funds but for which the appropriated capital funds are less than half of the total project costs, the 10%

apprenticeship goal only apples to prevailing wage eligible work being funded by the appropriated capital funds. The 10% apprenticeship goal does not apply to projects with an estimated total project cost of less than \$500,000 or to projects with an estimated total project cost of \$500,000 or more but for which the appropriated capital funds for the project are both less than \$500,000 and less than 50% of the estimated total project costs.

# **BIDDER'S QUALIFICATIONS**

All bidders must submit the following information on or before the time at which the Proposal is required to be submitted:

- a) The location and description of the Bidder's permanent place of business.
- b) Evidence of ability to provide an efficient and adequate plant for executing the work including a list of equipment necessary to perform the work in a proper, safe and professional manner.
- c) List of similar projects carried out by the Bidder.
- d) List of projects the Bidder presently has under contract.
- e) Any additional evidence tending to show that the bidder is adequately prepared to fulfill the contract.

# **BID CERTIFICATION FORM**

All bid submittals must include a signed Bid Certification form (copy included in document) certifying that bidder is in compliance with Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961 regarding Bid Rigging/Rotating.

Illinois State Law Article 33E-3 and 33E-4 states it is unlawful to participate in bid rigging and/or rotating. State law further states it is unlawful to award a contract to any individual or entity that is delinquent in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting the amount and/or liability through proper procedures.

Therefore, all bidders must certify that they are not barred from bidding on the contract as a result of a violation of State Law 33E-3 and 33E-4, prohibiting bid rigging and/or rotation, and that he bidder is not delinquent in the payment of any tax, unless it is contested in accordance with the procedures established by the appropriate revenue act. It is necessary that this be done under oath; therefore, the form included with bid submittal sheets must be notarized.

#### **DEVIATIONS**

Unless denoted "No Substitution", the Villages minimum required specifications may be exceeded. However, vendors must list all specification deviations and provide a description and/or catalog sheet that fully describes that which they propose to furnish, in lieu of that specified. Final bid acceptance shall be based upon that bid deemed most favorable to the interests of the Village after all bids have been examined and canvassed.

#### INFORMATION MAINTAINED BY THE LEGISLATIVE REFERENCE BUREAU

Updating the database of the Illinois Compiled Statutes (ILCS) is an ongoing process. Recent laws may not yet be included in the ILCS database, but they are found on this site as <u>Public Acts</u> soon after they become law.

For information concerning the relationship between statutes and Public Acts, refer to the <u>Guide</u>.

Because the statute database is maintained primarily for legislative drafting purposes, statutory changes are

sometimes included in the statute database before they take effect. If the source note at the end of a Section of the statutes includes a Public Act that has not yet taken effect, the version of the law that is currently in effect may have already been removed from the database and you should refer to that Public Act to see the changes made to the current law.

# ARTICLE 33E. PUBLIC CONTRACTS (720 ILCS 5/Art. 33E heading)

# Sec. 33E-l. Interference with public contracting

It is the finding of the General Assembly that the cost to the public is increased and the quality of goods, services, and construction paid for by public monies is decreased when contracts for such goods, services, or construction are obtained by any means other than through independent non-collusive submission of bids or offers by individual contractors or suppliers, and the evaluation of those bids or offers by the governmental unit pursuant only to criteria as publicly announced in advance.

(Source: P.A. 85-1295.) (720 ILCS 5/33E-l) (from Ch. 38, par.33E-l).

### Sec. 33E-2. Definitions

### In this Act:

- a) "Public contract" means any contract for goods, services, or construction let t any person with or without bid by any unit of State or local government.
- b) "Unit of State or local government" means the State, any unit of state government or agency thereof, any county or municipal government or committee or agency thereof, or any other entity which is funded by or expends tax dollars or the proceeds of publicly guaranteed bonds.
- c) "Change order" means a change in a contract term other than as specifically provided for in the contract which authorizes or necessitates any increase or decrease in the cost of the contract or the time to completion.
- d) "Person" means any individual, firm, partnership, corporation, joint venture or other entity, but does not include a unit of State or local government.
- e) "Person employed by any unit of State or local government" means any employee of a unit of State or local government and any person defined in subsection (d) who is authorized by such unit of State or local government to act on its behalf in relation to any public contract.
- f) "Sheltered market" has the meaning ascribed to it in Section 8b of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act; except that, with respect to State contracts set aside for award to service-disabled veteran-owned small businesses and veteran-owned small businesses pursuant to Section 45-57 of the Illinois Procurement Code, "sheltered market" means procurements pursuant to that Section.
- g) "Kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.
- h) "Prime contractor" means any person who has entered into a public contract.
- i) "Prime contractor employee" means any officer, partner, employee, or agent of a prime contractor.
- j) "Stringing" means knowingly structuring a contract or job order to avoid the contract or job order being subject to competitive bidding requirements.
- k) "Subcontract" means a contract or contractual action entered into by a prime contractor or subcontractor for the purpose of obtaining goods or services of any kind under a prime contract.

- 1) "Subcontractor" (1) means any person, other than the prime contractor, who offers to furnish or furnishes any goods or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract; and (2) includes any person who offers to furnish or furnishes goods or services to the prime contractor or a higher tier subcontractor.
- m) "Subcontractor employee" means any officer, partner, employee, or agent of a subcontractor.

(Source: P.A. 100-391, eff. 8-25-17.) (720 ILCS 5/33E-2) (from Ch. 38, par. 33E-2)

### Sec. 33E-3. Bid-rigging

A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted.

Bid-rigging is a Class 3 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty; or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer, or a high managerial agent on behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code.

(Source: P.A. 86-150.) (720 ILCS 5/33E-3) (from Ch. 38, par. 33E-3)

### Sec. 33E-4. Bid rotating

A person commits the offense of bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes of this Section, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer, or a high managerial agent on behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code.

(Source: P.A. 86-150.) (720 ILCS 5/33E-4) (from Ch. 38, par. 33E-4)

### Sec. 33E-5. Acquisition or disclosure of bidding information by public official

a) Any person who is an official of or employed by any unit of State or local government who

- knowingly opens a sealed bid at a time or place other than as specified in the invitation to bid or as otherwise designated by the State or unit of local government, or outside the presence of witnesses required by the applicable statute or ordinance, commits a Class 4 felony.
- b) Any person who is an official of or employed by any unit of State or local government who knowingly discloses to any interested person any information related to the terms of a sealed bid whether that information is acquired through a violation of subsection (a) or by any other means except as provided by law or necessary to the performance of such official's or employee's responsibilities relating to the bid, commits a Class 3 felony.
- c) It shall not constitute a violation of subsection (b) of this Section for any person who is an official of or employed by any unit of State or local government to make any disclosure to any interested person where such disclosure is also made generally available to the public.
- d) This Section only applies to contracts let by sealed bid.

(Source: P.A. 86-150.) (720 ILCS 5/33E-5) (from Ch. 38, par. 33E-5)

# Sec. 33E-6. Interference with contract submission and award by public official

- a) Any person who is an official of or employed by any unit of State or local government who knowingly conveys, either directly or indirectly, outside of the publicly available official invitation to bid, pre-bid conference, solicitation for contracts procedure or such procedure used in any sheltered market procurement adopted pursuant to law or ordinance by that unit of government, to any person any information concerning the specifications for such contract or the identity of any particular potential subcontractors, when inclusion of such information concerning the specifications or contractors in the bid or offer would influence the likelihood of acceptance of such bid or offer, commits a Class 4 felony. It shall not constitute a violation of this subsection to convey information intended to clarify plans or specifications regarding a public contract where such disclosure of information is also made generally available to the public.
- b) Any person who is an official of or employed by any unit of State or local government who, either directly or indirectly, knowingly informs a bidder or offerer that the bid or offer will be accepted or executed only if specified individuals are included as subcontractors commits a Class 3 felony.
- c) It shall not constitute a violation of subsection (a) of this Section where any person who is an official of or employed by any unit of State or local government fallows procedures established (i) by federal, State or local minority or female owned business enterprise programs or (ii) pursuant to Section 45-57 of the Illinois Procurement Code.
- d) Any bidder or offerer who is the recipient of communications from the unit of government which he reasonably believes to be proscribed by subsections (a) or (b), and fails to inform either the Attorney General or the State's Attorney for the county in which the unit of government is located, commits a Class A misdemeanor.
- e) Any public official who knowingly awards a contract based on criteria which were not publicly disseminated via the invitation to bid, when such invitation to bid is required by law or ordinance, the pre-bid conference, or any solicitation for contracts procedure or such procedure used in any sheltered market procurement procedure adopted pursuant to statute or ordinance, commits a Class 3 felony.
- f) It shall not constitute a violation of subsection (a) for any person who is an official of or employed by any unit of State or local government to provide to any person a copy of the transcript or other summary of any pre-bid conference where such transcript or summary is also made generally available to the public.

(Source: P.A. 97-260, eff. 8-5-11.) (720 ILCS 5/33E-6) (from Ch. 38, par. 33E-6)

### Sec. 33E-7. Kickbacks

- a) A person violates this Section when he knowingly either:
  - 1) provides, attempts to provide or offers to provide any kickback;
  - 2) solicits, accepts or attempts to accept any kickback; or
  - 3) includes, directly or indirectly, the amount of any kickback prohibited by paragraphs (1) or (2) of this subsection (a) in the contract price charged by a subcontractor to a prime contractor or a higher tier subcontractor or in the contract price charged by a prime contractor to any unit of State or local government for a public contract.
- b) Any person violates this Section when he has received an offer of a kickback, or has been solicited to make a kickback, and fails to report it to law enforcement officials, including but not limited to the Attorney General or the State's Attorney for the county in which the contract is to be performed.
- c) A violation of subsection (a) is a Class 3 felony. A violation of subsection (b) is a Class 4 felony.
- d) Any unit of State or local government may, in a civil action, recover a civil penalty from any person who knowingly engages in conduct which violates paragraph (3) of subsection (a) of this Section in twice the amount of each kickback involved in the violation. This subsection (d) shall in no way limit the ability of any unit of State or local government to recover monies or damages regarding public contracts under any other law or ordinance. A civil action shall be barred unless the action is commenced within 6 years after the later of (1) the date on which the conduct establishing the cause of action occurred or (2) the date on which the unit of State or local government knew or should have known that the conduct establishing the cause of action occurred.

(Source: P.A. 85-1295.) (720 ILCS 5/33E-7) (from Ch. 38, par. 33E-7)

### Sec. 33E-8. Bribery of inspector employed by contractor

- a) A person commits bribery of an inspector when he offers to any person employed by a contractor or subcontractor on any public project contracted for by any unit of State or local government any property or other thing of value with the intent that such offer is for the purpose of obtaining wrongful certification or approval of the quality or completion of any goods or services supplied or performed in the course of work on such project. Violation of this subsection is a Class 4 felony.
- b) Any person employed by a contractor or subcontractor on any public project contracted for by any unit of State or local government who accepts any property or other thing of value knowing that such was intentionally offered for the purpose of influencing the certification or approval of the quality or completion of any goods or services supplied or performed under subcontract to that contractor, and either before or afterwards issues such wrongful certification, commits a Class 3 felony. Failure to report such offer to law enforcement officials, including but not limited to the Attorney General or the State's Attorney for the county in which the contract is performed, constitutes a Class 4 felony.

(Source: P.A. 85-1295.) (720 ILCS 5/33E-8) (from Ch. 38, par. 33E-8)

### Sec. 33E-9. Change orders

Any change order authorized under this Section shall be made in writing. Any person employed by and

authorized by any unit of State or local government to approve a change order to any public contract who knowingly grants that approval without first obtaining from the unit of State or local government on whose behalf the contract was signed, or from a designee authorized by that unit of State or local government, a determination in writing that (1) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or (2) the change is germane to the original contract as signed, or (3) the change order is in the best interest of the unit of State or local government and authorized by law, commits a Class 4 felony. The written determination and the written change order resulting from that determination shall be preserved in the contract's file which shall be open to the public for inspection. This Section shall only apply to a change order or series of change orders which authorize or necessitate an increase or decrease in either the cost of a public contract by a total of \$10,000 or more or the time of completion by a total of 30 days or more.

(Source: P.A. 86-150; 87-618.) (720 ILCS 5/33E-9) (from Ch. 38, par. 33E-9)

### Sec. 33E-10. Rules of evidence

- a) The certified bid is prima facie evidence of the bid.
- b) It shall be presumed that in the absence of practices proscribed by this Article 33E, all persons who submit bids in response to an invitation to bid by any unit of State or local government submit their bids independent of all other bidders, without information obtained from the governmental entity outside the invitation to bid, and in a good faith effort to obtain the contract.

(Source: P.A. 85-1295.) (720 ILCS 5/33E-10) (from Ch. 38, par. 33E-10)

### Sec. 33E-II

- a) Every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the prime contractor that the prime contractor is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of this Article. The State and units of local government shall provide the appropriate forms for such certification.
- b) A contractor who knowingly makes a false statement, material to the certification, commits a Class 3 felony.

(Source: P.A. 97-1108, eff. 1-1-13.) (720 ILCS 5/33E-11) (from Ch. 38, par. 33E-11)

# Sec. 33E-12

It shall not constitute a violation of any provisions of this Article for any person who is an official of or employed by a unit of State or local government to (1) disclose the name of any person who has submitted a bid in response to or requested plans or specifications regarding an invitation to bid or who has been awarded a public contract to any person or, (2) to convey information concerning acceptable alternatives or substitute to plans or specifications if such information is also made generally available to the public and mailed to any person who has submitted a bid in response to or requested plans or specifications regarding an invitation to bid on a public contract or, (3) to negotiate with the lowest responsible bidder a reduction in only the price term of the bid.

(Source: P.A. 86-150.) (720 ILCS 5/33E-12) (from Ch. 38, par. 33E-12)

### Sec. 33E-13

Contract negotiations under the Local Government Professional Services Selection Act shall not be subject

to the provisions of this Article.

(Source: P.A. 87-855.) (720 ILCS 5/33E-13) (from Ch. 38, par. 33E-13)

# Sec. 33E-14. False statements on vendor applications

- a) A person commits false statements on vendor applications when he or she knowingly makes any false statement or report with the intent to influence in any way the action of any unit of local government or school district in considering a vendor application.
- b) Sentence. False statements on vendor applications is a Class 3 felony.

(Source: P.A. 99-78, eff. 7-20-15.) (720 ILCS 5/33E-14)

### Sec. 33E-15. False entries

- a) An officer, agent, or employee of, or anyone who is affiliated in any capacity with any unit of local government or school district commits false entries when he or she makes a false entry in any book, report, or statement of any unit of local government or school district with the intent to defraud the unit of local government or school district.
- b) Sentence. False entries is a Class 3 felony.

(Source: P.A. 97-1108, eff. 1-1-13.) (720 ILCS 5/33E-15)

# Sec. 33E-16. Misapplication of funds

- a) An officer, director, agent, or employee of, or affiliated in any capacity with any unit of local government or school district commits misapplication of funds when he or she knowingly misapplies any of the moneys, funds, or credits of the unit of local government or school district.
- b) Sentence. Misapplication of funds is a Class 3 felony.

(Source: P.A. 97-1108, eff. 1-1-13.) (720 ILCS 5/33E-16)

### Sec. 33E-17. Unlawful participation

Whoever, being an officer, director, agent, or employee of, or affiliated in any capacity with any unit of local government or school district participates, shares in, or receiving directly or indirectly any money, profit, property, or benefit through any contract with the unit of local government or school district, with the intent to defraud the unit of local government or school district is guilty of a Class 3 felony.

(Source: P.A. 90-800, eff. 1-1-99.) (720 ILCS 5/33E-17)

# Sec. 33E-18. Unlawful stringing of bids

- a) A person commits unlawful stringing of bids when he,or she, with the intent to evade the bidding requirements of a:ny unit of local government or school district, knowingly strings or assists in stringing or attempts to string any contract or job order with the unit of local government or school district.
- b) Sentence. Unlawful stringing of bids is a Class 4 felony.

(Source: P.A. 97-1108, eff. 1-1-13; 98-756, eff. 7-16-14.) (720 ILCS 5/33E

### VILLAGE HALL MASONRY CLEANING AND COATINGS SPECIFICATIONS

### SCOPE OF WORK

The intention of this project is the clean the white masonry surface of the Village Hall municipal building located at 1900 Hassell Road in Hoffman Estates, Illinois in preparation of placing two coats of a special mineral material specifically formulated for masonry applications. The following specifications outline the materials and methods required by the owner.

Provide all necessary labor and materials to complete the following work during normal business hours, as indicated within this scope and specification. Lump sum costs for the base bid is required. This base bid will consist of two sections, a masonry cleaning component and an exterior coatings component.

### SECTION 1 – UNIT MASONRY CLEANING

- A. This section includes cleaning of existing masonry as follows:
  - a. Cleaning existing exposed masonry surfaces.
  - b. Protection of existing structure during cleaning operations.
- B. Related Sections:
  - a. Section 2 Sol-Silicate Exterior Coatings

### 1.02 - DEFINITIONS

- A. Masonry Cleaning: This Specification describes a cleaning system designed to effectively clean and restore the existing exterior masonry surfaces. The system combines the application of a specific restorative cleaner with efficient rinsing pressure.
- B. Rinsing-Pressure Spray: 400 to 1000 psi; 6 to 8 gpm.
- C. Low-Pressure Spray: 100 to 400 psi; 4 to 6 gpm.

### 1.03 - SUBMITTALS

- A. Submit the following according to the Conditions of the Contract and Division 01 General Requirements specification sections.
- B. Product data for each product indicated, including recommendations for their application and use. Include test reports and certifications substantiating that these products comply with requirements.
- C. Material certificates for each of the following, signed by the manufacturer and Contractor, certifying that each material complies with requirements:
  - a. Each type of chemical cleaning material.
- D. Qualification data for firms and persons specified in "Quality Assurance" that demonstrate their capabilities and experience. Include a list of completed projects with project names, addresses, telephone numbers, names of architects and owners, and other information specified.
- E. Restoration Program: for each phase of the restoration process, including protection of surrounding materials on the building and site during operations, describe in detail the materials, methods, and equipment to be used.
  - a. If alternative methods and materials to those indicated are proposed for any phases of work, provide a written description, including evidence of successful usage on other comparable projects, and a testing program to demonstrate effectiveness for this project.
- F. Cleaning Program: describe the proposed cleaning process in detail, including protection of surrounding materials and site and control of runoff during operations. Describe, in detail, the materials, methods, and equipment to be used.

- a. If alternative methods and materials to those indicated are proposed for any phases of work, provide a written description, including evidence of successful usage on other comparable projects, and a testing program to demonstrate effectiveness for this project.
- G. Cold-weather Procedures: detailed description of methods, materials, and equipment to be used to comply with cold-weather requirements.

# 1.04 - QUALITY ASSURANCE

- A. Restoration Specialist: engage an experienced masonry restoration and cleaning firm that has specialized in the types of work required for this project for a minimum of (5) years.
- B. Field Supervision: Require a restoration specialist firm to maintain an experienced full-time supervisor on the job site during times that stone masonry cleaning and restoration are in progress.
- C. Restoration Worker Qualifications: persons who are experienced in restoration work of types they will be performing for this project. When stone units are being patched, assign at least one worker among those performance patch work that is trained and certified by the manufacturer of the patching compound to apply its products.
- D. Chemical Manufacturer Qualifications: a company regularly engaged in producing masonry cleaning compounds, which have been used on similar projects with successful results, and that retains factory-trained representatives who are available for consultation and job site inspection and assistance at no additional cost.
- E. Source of Materials: Obtain materials for masonry restoration from a single source for each type material required (stone, cement, sand, etc.) to ensure a match of quality, color, pattern, and texture.
- F. Field-constructed Mockups
  - a. Schedule a Pre-Mockup conference to review brick and mortar cleaning procedures with the Owners' Representative. The Owners' Representative will select locations for any mockups.
  - b. Restoration Mockup: Prior to starting general masonry restoration, Prepare mockups on existing walls under same weather conditions to be expected during remainder of the Work. Prepare mockups using same materials, equipment, and methods proposed for the Work. Obtain Owners' Representative acceptance of visual qualities before proceeding with masonry restoration.
    - i. Notify Owners' Representative one week in advance of dates and times when samples will be prepared. Manufacturer's representative of cleaning materials to be present during testing.
    - ii. Masonry Cleaning: Demonstrate the materials and methods to be used for cleaning each type of masonry surface and condition on sample location approximately 25 sq. ft. in area.
      - 1. Test materials and methods on samples of adjacent non-masonry materials for possible reaction with cleaning materials, except where materials and methods are known to have a deleterious effect on such materials.
      - 2. Allow a waiting period of the duration indicated, but not less than 3 calendar days, after completion of sample cleaning to permit a study of sample panels for negative reactions.
    - iii. Retain acceptable panels in an undisturbed condition, suitably marked, during construction as a standard for judging the completed Work. Areas may remain as part of the completed work.
    - iv. Approval of sample panels is for degree of cleaning; relationship of mortar and sealant colors to masonry unit colors; aesthetic qualities of workmanship; and other material and construction qualities specifically approved by the Owners' Representative in writing.

c. Approval of sample panels does not constitute approval of deviations from the Contract Documents contained in sample panels, unless such deviations are specifically approved by the Owners' Representative in writing.

### 1.05 - DELIVERY, STORAGE, AND HANDLING

- A. Deliver masonry materials to Project in undamaged condition.
- B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.

### 1.06 – PROJECT CONDITIONS

- A. Clean masonry surfaces only when air temperature is 40 deg F and above and will remain so until masonry has thawed and dried out, but for not less than 7 days after completion of cleaning.
  - a. Cold-Weather Cleaning: Use liquid cleaning methods only when air temperature is 40 deg F and above and will remain so until masonry has thawed and dried out, but not less than 7 days after completion of cleaning.
  - b. Hot-Weather Requirements: Protect unit masonry work when temperature and humidity conditions produce excessive evaporation of water from masonry. Provide artificial shade and wind breaks and use cooled materials as required.
    - i. Refer to chemical cleaner manufacturer's recommendations for application techniques when application hot-weather conditions exist.

### 1.07 - SEQUENCING AND SCHEDULING

- A. Order replacement materials at the earliest possible date to avoid delaying completion of the work.
- B. Perform restoration work in the following sequence:
  - a. Remove plant growth, if any.
  - b. Inspect for open mortar joints and repair before cleaning to prevent intrusion of water and other cleaning materials into the wall.
  - c. Clean masonry surfaces.

### 2.01 - MANUFACTURERS

A. No substitutions.

# 2.02 - CLEANING MATERIALS AND EQUIPMENT

- A. Water for Cleaning: Clean, potable, free of oils, acids, alkalis, salts, and organic matter.
- B. Biological Soiling Remover: Manufacturer's standard cleaner designed to remove mold, mildew, and atmospheric staining from masonry.
  - a. Approved Products:
    - i. "Enviro Klean ReVive": PROSOCO, Inc. (800-255-4255) (Basis of Design).
- C. Non-abrasive brushes fiber bristles only.
- D. Spray Equipment: Provide equipment for controlled spray application of water and chemical cleaners, if any, at rates indicated for pressure, measured at spray tip, and for volume. Adjust pressure and volume, as required, to ensure that damage to masonry does not result from cleaning methods.
  - a. For chemical cleaner spray application, provide a low-pressure tank or chemical pump suitable for the chemical cleaner indicated, equipped with a cone-shaped spray tip.

### 2.03 - CHEMICAL CLEANING SOLUTIONS

A. Unless otherwise indicated, dilute chemical cleaning materials with water to produce solutions of concentration indicated but not greater than that recommended by chemical cleaner manufacturer.

# 3.01 - EXAMINATION

- A. Examine conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance.
  - a. Proceed with installation only after unsatisfactory conditions have been corrected.
- B. Protect persons, motor vehicles, surrounding surfaces of building whose masonry surfaces are being restored, building site, plants, and surrounding buildings from injury resulting from masonry restoration work.
  - a. Comply with chemical cleaner manufacturers' and Owners' written instructions for
    protecting building and other surfaces against damage from exposure to its products.
    Prevent chemical cleaning solutions from coming into contact with pedestrians, motor
    vehicles, landscaping, buildings, and other surfaces that could be injured by such contact.
  - b. Cover adjacent surfaces with materials that are proven to resist chemical cleaners used unless chemical cleaners being used will not damage adjacent surfaces. Use materials that contain only waterproof, UV-resistant adhesives. Apply masking agents to comply with manufacturer's written instructions. Do not apply liquid masking agent to painted or porous surfaces. When no longer needed, promptly remove masking to prevent adhesive staining.
  - c. Keep wall wet below area being cleaned to prevent streaking from runoff.
  - d. Do not clean masonry during winds of sufficient force to spread cleaning solutions to unprotected surfaces.
  - e. Dispose of runoff from cleaning operations by legal means and in a manner that prevents soil erosion, undermining of paving and foundations, damage to landscaping, and water penetration into building interiors.
  - f. Erect temporary protection covers over pedestrian walkways and at points of entrance and exit for persons and vehicles that must remain in operation during course of masonry restoration work.
- C. Protect adjacent surfaces from contact with chemical cleaners by covering them with a liquid strippable masking agent or polyethylene film and waterproof masking tape. Apply masking agent to comply with manufacturer's recommendations. Do not apply liquid masking agent to painted or porous surfaces.
  - a. Contractor must provide detailed information on materials and method plan to be used on these surfaces, prior to beginning of work, and as approved by Owners' Representative.
- D. Masonry surfaces that are not to be cleaned shall be protected from contact with the cleaning solution with sheets of polyethylene or other proven protective materials, firmly fixed and sealed to the surface. Non-masonry surfaces that are not protected shall be kept running-wet with clean water throughout the cleaning process of adjacent stone.
  - a. Contractor must provide detailed information on materials and method plan to be used on these surfaces, prior to beginning of work, and as approved by Owners' Representative.
- E. All surfaces not to be cleaned shall be tested for possible detrimental effect of the cleaning solutions and protected as determined necessary by test results.
- F. All open joints shall be temporarily caulked or otherwise protected to prevent intrusion of washing waters into the wall structure or building interior. Build up waterproof dams to divert flowing water to exterior.

### 3.03 - UNUSED ANCHOR REMOVAL

- A. Remove masonry anchors, brackets, wood nailers, and other extraneous items no longer in use unless identified as historically significant or indicated to remain.
  - a. If item cannot be removed without damaging surrounding masonry, replace masonry unit.

### 3.04 – BIOLOGICAL SOILING REMOVAL

- A. Proceed with cleaning of biological soiling if specified mild cleaner was tested and ineffective to blackened area. Apply in an orderly manner; work from bottom to top.
- B. Use only those cleaning methods indicated for each masonry material and location in strict accordance with manufacturer's written instructions.
  - a. Scrub surface with nonabrasive brush or synthetic scrubbing pad. Do not use wire brushes.
  - b. Use spray equipment that provides controlled application at volume and pressure indicated, measured at spray tip.
  - c. For water spray application, use fan-shaped spray tip that disperses water at an angle of 15 to 45 degrees. Heated water sprayer may be required at heavily soiled areas.

# C. Applications Methods:

- a. Dilute chemical cleaner based on testing and manufacturer's published recommendations.
- b. Apply diluted chemical cleaner to dry masonry surfaces. Comply with chemical cleaner manufacturer's written instructions until surface is thoroughly wet; use brush or spray application methods, at Contractor's option.
- c. Do not spray apply at pressures exceeding 50 psi.
- d. Let chemical cleaner dwell for 2 to 3 minutes. Reapply the cleaner to keep surface wet for the allotted time period.
- e. Mist treated surface with water and gently scrub with non-metallic, short-fibered scrub brush to loosen biological soiling.
- f. Rinse thoroughly with clean water from bottom to the top.
- g. Reapply, if necessary to achieve specified results. It may take several days for the full cleaning effect to be realized. When practical, allow two or more weeks for biological soiling to disappear.

# 3.05 - PROTECTION

- A. Provide final protection and maintain conditions in a manner acceptable to Installer, which ensures unit masonry work being without damage and deterioration at time of substantial completion.
- B. Correct damage by cleaning, repairing or replacing, and repainting, as approved by Owners' Representative.

# SECTION 2 – SOL-SILICATE EXTERIOR COATINGS

- A. Section Includes: Application of two coats of exterior sol-silicate coating. Specification includes limited surface preparation.
- B. Related Sections:
  - a. Section 1 Unit Masonry Cleaning

### 1.02 - REFERENCES

- A. The publications listed below form a part of this Specification to the extent referenced. The publications are referred to in the text by the basic designation only.
- B. ASTM (ASTM):
  - a. ASTM E 96, "Standard Test Methods for Water Vapor Transmission of Materials."

- b. ASTM E 514, "Standard Test Method for Water Penetration and Leakage Through Masonry."
- c. ASTM G 154, "Standard Practice for Operating Fluorescent Light Apparatus for UV Exposure of Nonmetallic Materials."
- d. ASTM D 6886-12, "Standard Test Method for Determination of the Individual Volatile Organic Compounds (VOCs) in Air-Dry Coatings by Gas Chromatography."
- C. Deutsches Institut für Normung (DIN), European Standard (EN), and International Organization for Standardization (ISO):
  - a. DIN EN 1062, manufacturing standard for sol-silicate coating.
  - b. ISO 6504-3, "Paints and varnishes Determination of hiding power Part 3: Determination of contrast ratio of light-colored paints at a fixed spreading rate."
  - c. ISO 2813, "Paints and varnishes Determination of specular gloss."
  - d. EN 1062-3, "Paints and varnishes Coating materials and coating systems for exterior masonry and concrete Part 3: Determination of liquid water permeability."
  - e. DIN EN 1504-2, "Products and systems for the protection and repair of concrete structures Definitions, requirements, quality control and evaluation of conformity Part 2: Surface protection systems for concrete."
  - f. DIN EN ISO 7783-2, "Coating materials and coating systems for exterior masonry and concrete Part 2: Determination and classification of water vapor transmission rate (permeability)."
  - g. DIN 4102-A2, "Fire Behavior of Building Materials and Building Components Part 2: Building Components; Definitions, Requirements and Tests."

### 1.03 – DEFINITIONS

- A. Silicate coating, base coat: The first applied coat of the sol-silicate coating.
- B. Silicate coating, top coat: The second applied coat of the sol-silicate coating.
- C. Dilution: A sol-silicate based diluent

### 1.04 – SYSTEM DESCRIPTION

- A. A materials-compatible highly vapor permeable decorative coating system offering strong weathering protection for exterior exposure.
  - a. Silicate Coating: An incombustible two coat system comprising a smooth base coat and a smooth top coat.
    - i. Silicate coating penetrates the surface and in a chemical reaction combines with the substrate through chemical and mechanical bonds forming a hard amorphous microporous layer with extremely high vapor permeability.
    - ii. Unaffected by acids, UV exposure, or air-borne pollutants.
    - iii. Unique alkaline mineral layer structure prevents liquid water penetration into the coated substrate and maintains moisture balance through vapor diffusion to keep wall assemblies breathable and dry, thus resisting mold and biological growth.
    - iv. Will not reduce substrate vapor permeability.
    - v. TiO2 photocatalytic mineral oxidation effect helps maintain clean, sanitary surfaces.

### 1.05 - SUBMITTALS

A. Product Data: Submit product data showing material proposed. Submit sufficient information to determine compliance with the Drawings and Specifications. Provide published documentation describing materials, characteristics, and limitations.

- B. Samples: Submit samples for verification purposes, fabrication techniques and workmanship. Colors to be used are: Keim 9339, 9482, and 9488. Please refer to Painting Option #2 attached.
- C. Manufacturer's Instructions: Submit manufacturer's instructions including technical data sheets, material safety data sheets, mixing instructions, application requirements, special procedures, and conditions requiring special attention.

### 1.06 - QUALITY ASSURANCE

### A. Qualifications

a. Manufacturer Qualifications: Provide evidence that Manufacturer is a firm engaged in the manufacture of silicate coatings of types required, and whose products have been in satisfactory use in similar service for a minimum of fifteen years.

# B. Applicator Qualifications

a. Provide evidence Applicator is a firm having a minimum of three years of successful application experience with projects similar in type and scope to that required for this Project, and having passed a product certification training course provided by the manufacturer prior to the execution of this unit of work.

# C. Mockups

- a. Prior to application of the work, fabricate and erect mock ups for each type of finish and application to verify selections made under sample submittals and to demonstrate aesthetic effects as well as qualities of materials and execution.
- b. Build mock ups to comply with the following requirements using materials indicated for final unit of work.
- c. Locate mock ups as directed by the Owners' Representative.
- d. Demonstrate the proposed range of aesthetic effects and workmanship to be expected in the completed work.
- Obtain the Owners' Representative acceptance of mock ups before start of final unit of work.
- f. Retain and maintain mock ups during construction in undisturbed condition as a standard for judging completed unit of work.
- g. Maintain a record of approved mock up's product mixing and application steps to incorporate into final unit of work to ensure color consistency and textural aesthetics.

# D. Tracking Job Progress with Daily Logs

a. Maintain a daily record of the weather conditions, of material ordered and delivered, material used, inspections, areas of work that began, areas of work that were completed, and questions raised and answers received.

# 1.07 – DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to the Project site in supplier's or manufacturer's original wrappings and containers, labeled with manufacturer's name, material and product brand name, and lot number, if any.
- B. Store materials in their original undamaged packages and containers inside a well ventilated area protected from weather, moisture, soiling, extreme temperatures, and humidity.

### 1.08 - PROJECT CONDITIONS

### A. Environmental Requirements

a. Do not apply in freezing conditions, when rain is expected, or in high winds.

### 1.09 - WARRANTY

- A. Provide manufacturer's written product warranty.
  - a. Warranty period from date of Substantial Completion is 15 years.

### 2.01 - MANUFACTURERS

- A. Basics of Design
  - a. Items specified are to establish a standard of quality for design, function, materials, compatibility, performance, warranty, and appearance.
  - b. Equivalent products by listed manufacturers are acceptable.
  - c. The Owners' Representative is the sole judge of the basis of what is equivalent.
- B. Listed Manufacturers
  - a. KEIM Mineral Coatings of America, Inc., 10615 Texland Blvd. #600, Charlotte, North Carolina 28273. Telephone 704-588-4811. Email <a href="mailto:keim-info@keim.com">keim-info@keim.com</a>.

### 2.02 - MATERIALS

- A. Silicate Coating, Base and Top Coat: Provide sol-silicate based opaque coating meeting or conforming to:
  - a. DIN EN 1062, manufacturing standard for sol-silicate coating.
  - b. DIN EN 1504-2/2.2, Products and systems for the protection and repair of concrete structures/Surface protection systems for concrete.
  - c. DIN 4102-A2, non-flammable standard will not burn.
  - d. ASTM E 96 Vapor Permeability 77 perms.
  - e. ASTM G 154 Accelerated Weathering no fading, cracking, peeling.
  - f. ASTM E 514 62-MPH Wind-Driven Rain Test no water penetration.
  - g. ASTM D 6886-12 Standard Test Method for Individual Volatile Organic Compounds (VOCs) Less than 1 gram per liter VOC (Volatile Organic Content).
  - h. Self-cleaning, TiO2 photocatalytic mineral oxidation effect
  - i. Tinted to the desired finish color.
  - j. Basis of Design: "KEIM Soldalit-ME", KEIM Mineral Coatings of America, Inc.
- B. Dilution for Silicate Coating: Provide sol-silicate dilution meeting or conforming to:
  - a. DIN 4102-A2, non-flammable standard will not burn.
  - b. ASTM E 96 Vapor Permeability 77 perms.
  - c. ASTM D 6886-12 Standard Test Method for Individual Volatile Organic Compounds (VOCs) Less than 1 gram per liter VOC (Volatile Organic Content).
  - d. Basis of Design: "KEIM Soldalit Dilution", KEIM Mineral Coatings of America, Inc.

# 2.03 - EQUIPMENT

### A. Tools

a. Silicate Coating, Base and Top Coats: Apply by natural bristle façade brush, professional roller, or professional airless spray equipment and back-roll as required for even distribution.

### 2.04 - FINISHES

A. Silicate Coating, Base and Top Coats:

- a. Apply in full coverage evenly distributed coats to a smooth mineral matte finish without lap lines, voids, "holidays", or drips. Compare manufacturer-verified mock up consumption data with application consumption data to ensure enough product is applied.
- b. Maintain a wet edge to prevent sight lines and textural differences.
- c. Apply enough product to prevent shading and textural differences that contribute to striping, especially with the base coat. Applying inadequate amount of product requires corner to corner recoating.
- d. When rolling product, roll off in same direction across façade to prevent shading differences that affect appearance of color.
- e. When spraying product:
  - i. Do not strain silicate coatings.
  - ii. Remove paint filters from spray gun and spray pump.
  - iii. Use only new hoses. Used hoses may contain paint thinners or solvents.
  - iv. Paint thinners and cleaning solvents are not compatible with silicate coatings.
  - v. Clear gun and spray equipment with warm soapy water and rinse well with clean water to remove residual paint thinners and solvents.
  - vi. Never use tips with smaller orifices than recommended. Smaller tips clog and prevent proper coating application. Improper application voids warranty and shortens longevity of the coatings.
  - vii. Prevent overspray drift or misting onto glass objects.
- f. When working from scaffolding, work as a team moving across façade maximum eight (8) vertical feet per applicator to ensure complete coverage and wet edge left to right and top to bottom of each section.

### 3.01 - EXAMINATION

- A. Verification of Conditions: Confirm by examination the areas and conditions under which the work is to be applied for compliance with manufacturer's instructions. Do not proceed with the work until unsatisfactory conditions have been corrected.
  - a. Verify substrate is secure, sound, dry, and absorbent, and free of dirt, grease, salts, oil-based paints, release agents, curing agents, and other bond breakers.
  - b. Verify substrate has no pretreatments or priming materials applied unless such conditions are approved by manufacturer.
  - c. Verify surfaces or materials to be coated are fully cured to manufacturer recommendations.
  - d. Confirm coating surfaces are less than 40 percent relative humidity as measured by a masonry moisture meter prior to application of silicate coatings.
  - e. Beginning of the work shall indicate acceptance of the areas and conditions as satisfactory by the Applicator.

# 3.02 - PREPARATION

### A. Protection

- a. Lay ground cloths and take measures as necessary to protect surfaces subject to contact by products specified by this Section.
- b. Silicate paint coatings and dilution may etch or bond to glass, metal, and concrete.

### 3.03 - APPLICATION

- A. Conform to reviewed product data, manufacturer's written instructions, and provisions of the Contract Documents.
- B. Plan the work properly.

- a. Maintain temperature during and after application. Substrate and ambient air temperature must be between 41 °F (5 °C) and 86 °F (30 °C).
- b. Work ahead of the sun on shaded façades to avoid working on hot substrates.
- c. Work to logical stopping points (corners, seams, architectural features, etc.).
- d. Apply silicate coatings as directed by 2.04 FINISHES.
- e. Protect from wind and rain prior to, during, and for a minimum 24 hours after application.
- f. Obtain manufacturer's written instructions for application outside of the above parameters.

# C. Silicate Coating

- a. Base Coat
  - i. Dilute sol-silicate coating with maximum 10 percent dilution (4 gallons with 1.5 liters dilution). Stir well by hand or 600-800 RPM mixing equipment.
  - ii. Apply base coat of diluted silicate coating.
  - iii. Allow minimum 12 hours drying time.
- b. Top Coat
  - i. Do not dilute. Stir well by hand or 600-800 RPM mixing equipment.
  - ii. Apply top coat of undiluted silicate coating.
- c. Touch Up
  - i. Some colors touch up well, some do not. Always perform a test and allow the touch up to cure minimum 12 hours before evaluation. Colors become lighter upon drying.
  - ii. For colors that do not touch up well, expect corner to corner recoating for acceptable results.
  - iii. When touching up or recoating, use the same tools and techniques for best results.
  - iv. Articulate the application confining the recoating to the borders of the repair.

### 3.04 - CLEANING

- A. Clean tools, spills, and accidental drips immediately with plenty of water.
- B. Leave applications clean and premises free from residue and debris from work of this Section.

# VILLAGE HALL MASONRY CLEANING AND COATINGS SPECIAL PROVISIONS

### ALL-INCLUSIVE BID SUM

The bid sum shall include everything specified and/or otherwise required in order to complete the project in its entirety. Sum of base bid and shipping as listed in the scope of work are required to receive consideration. No claim for additionally required materials and/or labor shall be honored by the Village what-so-ever.

### MANDATORY PRE-BID MEETING AND WALK-THROUGH

A mandatory pre-bid meeting will be held at the job site located at the Village Hall located at 1900 Hassell Road, Hoffman Estates, IL on March 7, 2023 at 10:00 a.m. This will give all contractors an opportunity to see the site conditions and to ask questions in group about specifications and bid requirements. Contact the Village representative, Paul Petrenko, at (847) 490-6800 if there are any questions about this meeting.

# **BID SECURITY DEPOSIT REQUIREMENTS**

Cashier's/Certified Check for \$5,000.00 is required.

PERFORMANCE BOND REQUIREMENTS

100% of Total Bid Award (Upon Award of Contract only)

# COMMITTEE AGENDA ITEM VILLAGE OF HOFFMAN ESTATES

**SUBJECT:** 

Request authorization to award contract for the replacement of the Fleet Services vehicle exhaust extraction system to Hastings Air Energy Control (sole bid) in an amount not to exceed \$61,000.

**MEETING DATE:** 

**April 24, 2023** 

**COMMITTEE:** 

**Public Works & Utilities** 

FROM:

Joseph Nebel, Director of Public Works Joe Capiga, Fleet Services Supervisor

### BACKGROUND:

The current Fleet Services vehicle exhaust extraction system was installed in 1991. This Car-Mon system has been repaired over time using components previously removed from Fire Stations that have since had new replacement exhaust systems installed. Recently, the final fire station was converted to a Plymovent system in order to standardize equipment among those facilities. As there are now no existing components remaining in Village facilities to obtain repair parts, the system has exceeded its anticipated service life, and this is a critical piece of safety equipment used on a daily basis, staff is recommending replacement of this system with a Plymovent system.

In addition, the Plymovent system easily connects to existing Fire apparatus without the need for an adapter.

# **DISCUSSION:**

While three firms attended the mandatory pre-bid meeting in March 2023, only a single bid was received to complete this work:

FIRM NAME	BID	AMOUNT
Hastings Air Energy Control	\$	60,842

In 2020, Hastings successfully completed similar projects at all four Fire Stations. Staff is confident in Hastings ability to satisfactorily complete the work.

### FINANCIAL IMPACT:

There is \$42,500 in the 2023 Capital Improvements Program for this project. The original estimate to complete this work was obtained in July 2022 and included in the department's 2023 CIP request. However, due to market volatility, material costs, and supply chain constraints, the cost for this project has increased substantially. There are adequate reserves within the Capital Improvements Fund to cover the \$18,500 overage.

### RECOMMENDATION:

Request authorization to award contract for the replacement of the Fleet Services vehicle exhaust extraction system to Hastings Air Energy Control (sole bid) in an amount not to exceed \$61,000.



**CONTRACT** 

1.	THIS AGREEMENT, made and concluded the day of County and (month, 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 Hasting ADV engly Control, DVC. (name of firm), their executors administrators, successors, or assigns, known as the party of the second part.

- 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, Site Maps, and Contract Proposal hereto attached 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:	The Village of Hoffman Estates
Clerk (Seal Below)  Seal Below)  SEAL  SEAL  SEAL	Party of the First Part  (If a corporation)  HASTINGS AIN ENDRAY CONTROL IN  Corporate Name  President, Party of the Second Part
The same of the sa	(If a Co-Partnership)
Attest: BQ	Co-Partner
Secretary Secretary	Co-Partner
	Doing business under the firm name, Party of the Second Part
	(If an individual)
	Party of the Second Part

THIS CONTRACT FORM IS MANDATORY. PLEASE INCLUDE THREE SIGNED COPIES WITH YOUR BID DOCUMENTS.

# VILLAGE OF HOFFMAN ESTATES PROPOSAL FORM

The undersigned, having examined the specifications, the site of work, and all conditions affecting the cost of performing the work, hereby proposes to furnish all labor, equipment, and material and to perform said work in accordance with the specifications thereof. Product specification sheets, as pertaining to proposed equipment, have been included with this proposal form.

It is understood that the Village reserves the right to reject any and all proposals (including alternate proposals) and to waive any technicalities.

Name of Bid:	FIRET SELVICES VEHILLE EXHAULT EXTENTIVA SYSTEM PEPINCON
Company Name:	HASTINGS ATH ENDIGY CONTROL, INC.
Bidder Name (print):	DENNES BUILDER
Title:	VP OPELATIONS
Business Address:	5555 S. WESTANGE DADE
	NEW BERLEN, WI 53151
Email Address:	dennis bokeen a hastones Am con
Telephone	800-236-8450
Signature	Denn/1 Sohren Date 3/31/23
<del></del>	
1. All-inclusive pr	oposed sum for removal of the existing vehicle exhaust system and installation of

the proposed replacement:

\$ 60,842.00

- 2. Attach manufacturer warranty information to this proposal form.
- 3. Attach contractor warranty information to this proposal form.
- 4. Approximate number of weeks for work to start following award of the contract:

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

# **NOTE: THIS FORM MUST BE NOTARIZED**

Contracts of the Illinois Criminal Code.

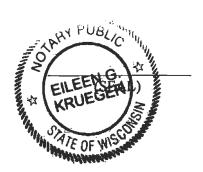
# **RETURN WITH BID**

# VILLAGE OF HOFFMAN ESTATES BID CERTIFICATE FORM

I/We hereby certify that, HASTENGS ADL ENERGY Conner of bidding firm) by bidding on this contract, no action has occurred that would result in a violation of 720 1LCS 5/33E, Public

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

(please print)
(Notary Public



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.

HASTONGS ASM DURING CENTRAL, TWE.

(Name of Contractor)

DENNIS JBOHARE VP OPERATIONS

(Title)

Subscribed and sworn to before me this At day of March, 2023.

My Commission expires: 10/05/2025



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

# VILLAGE OF HOFFMAN ESTATES REFERENCES

**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 Woodridge Public Works
ADDRESS:	5 Plaza Drive Woodridge, IL 60517
CONTACT PERSON:	Mike Mytys - Operations Manager
PHONE NUMBER:	630-719-6107
APPROXIMATE DATE:	August 2022
BUSINESS NAME:	
ADDRESS:	
CONTACT PERSON:	Dan Goeden - Fleet Director
PHONE NUMBER:	<b>414</b> -257-6585
APPROXIMATE DATE:	2019
BUSINESS NAME:	Calumet City Fire Department
ADDRESS:	684 Wentworth Ave. Calumet City, IL 60409
	D/C Pete Bendinelli
PHONE NUMBER:	
APPROXIMATE DATE:	2020
BUSINESS NAME:	Homewood Fire Department
	17950 Dixie Highway Homewood, IL 60430
CONTACT PERSON:	D/C Steve DeJong
	708-206-3404
	1994-Current
BUSINESS NAME:	Burbank Fire Department 6530 West 79th Street Burbank, IL 60459
CONTACT PERSON:	Chief David Gilgenberg
	708-599-7766
APPROXIMATE DATE:	2019



# VILLAGE OF HOFFMAN ESTATES Department of Public Works

# **BID DOCUMENTS**

# FLEET SERVICES VEHICLE EXHAUST EXTRACTION SYSTEM REPLACEMENT

**BID OPENING DATE:** 

April 3, 2023

**BID OPENING TIME:** 

10:00 am

**BID DEPOSIT:** 

Cashier's/Certified check in the amount of \$500 is required

with submission of bid

**PERFORMANCE BOND:** 

100% of total bid award (upon award of contract)

**PAYMENT BOND:** 

100% of total bid award (upon award of contract)

MANDATORY PRE-BID MEETING: March 24, 2023 at 9:30 am

PREPARED BY
Village of Hoffman Estates
Department of Public Works
2305 Pembroke Avenue, Hoffman Estates IL. 60169
847.490.6800

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# Prospective Bidder,

The Village of Hoffman Estates is now soliciting bids for the replacement of the vehicle exhaust system at the Fleet Services garage. On behalf of our residents, I appreciate your interest in participating in the bid process. I call your special attention to the Instructions to Bidders section of the attached bid documents. Please be sure that you read thoroughly and fully understand these instructions prior to the preparation of your bid. Note that instructions call for no deviation from the bid specifications except for those deviations which are listed as such on the vendor's bid detail sheet and which are expressly approved as part of the Village's acceptance of the bid.

All of the equipment described in the bid notice and specified herewith must meet the performance required for heavy duty municipal, utility, or construction type usage. Unless denoted "No Substitution", the Village minimum required specifications may be exceeded. This is an attempt to insure the non-exclusion of any manufacturer's product from the bidding effort. Remember, however, to list all deviations and provide a description of the upgraded item in the proper space provided. Minimum specification requirements must be met or exceeded.

# Please note the following are required (also see special provisions):

- a) A \$500 bid security deposit.
- b) A performance bond is required from the successful bidder.
- c) A payment bond is required from the successful bidder.

The Village reserves the right to reject and/or award any and all bids or parts thereof and to waive formalities and technicalities according to the best interests of the Village.

If you have any questions with regards to these bid documents, please contact Joe Capiga, Fleet Services Supervisor, at 847.781.2719 or <u>Joe.Capiga@vohe.org</u>.

Sincerely,

oseph Nebel مار

Director of Public Works

# VILLAGE OF HOFFMAN ESTATES NOTICE TO BID

The Village of Hoffman Estates Department of Public Works is soliciting bids, as described in these documents, for:

# FLEET SERVICES VEHICLE EXHAUST EXTRACTION SYSTEM REPLACEMENT

Sealed bids will be received at the Office of the Village Clerk of the Village of Hoffman Estates (1900 Hassell Road) Cook County, Illinois, until **April 3, 2023 at 10:00 am.** All bids will be publicly opened immediately thereafter.

It is the responsibility of the bidder to meet the specified opening time; and any bid not so received will be returned unopened. Bids must be identified as such on the outside of the sealed envelope. This can be done by marking the envelope "SEALED BID" and with the following information:

Company's Name Company Address Name of Bid ("VEHICLE EXHAUST SYSTEM REPLACEMENT") Date and Time of Bid Opening

Specifications and complete bid documents may be obtained from the Office of the Village Clerk. A mandatory pre-bid meeting will be held at Hoffman Estates Fleet Services, 2405 Pembroke Avenue, Hoffman Estates, IL on March 24, 2023 at 9:30 am. Further information regarding this bid may be obtained by contacting Joe Capiga, Fleet Services Supervisor at Joe.Capiga@vohe.org or at 847.781.2719.

The Village of Hoffman Estates strongly encourages minority firms and women's business enterprises to apply. If subcontracts are to be let, the primary contractor shall take these same affirmative steps to solicit bids from minority and women's firms.

The Village reserves the right to reject and/or award any and all bids, or parts thereof, and to waive formalities and technicalities according to the best interest of the Village.

By the Order of the Mayor and Board of Trustees of the Village of Hoffman Estates.

March 8, 2023
DATE
Bev Romanoff, Vallage Clerk

TO BE PUBLISHED ON March 17, 2023
PADDOCK PUBLICATIONS
(DATE)

# 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,	(name of bidding firm) by a violation of 720 1LCS 5/33E, Public
Signed:	
Name/Title:	(please print)
Date:	
Attest:	(Notary Public)
Commission Expiry:	
Date:	
(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.

(Name of Contractor)	
(Title)	
Subscribed and sworn to before me thisday of	, 2023.
My Commission expires:	
(Notary Public)	
(SEAL)	

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



**CONTRACT** 

1.		the day of (month, year) between the Village ts Mayor and Board of Trustees, known as the party of the first part,	
	andadministrators, successors, or assigns, known	(name of firm), their executors, on as the party of the second part.	
2.	hereto attached, to be made and performed be Bond referring to these presents, the party of proper cost and expense to do all the work	the payments and agreements mentioned in the Bid/Proposal Documents by the party of the first part, and according to the terms expressed in the of the second part agrees with said party of the first part at his/their own a, furnish all materials and all labor necessary to complete the work in the hereinafter described, and in full compliance with all of the terms of this age 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 rate 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, Site Maps, and Contract Proposal hereto attached are essential documents of this contract and are a part hereof.		
5.	IN WITNESS WHEREOF, the said parties h	have executed these presents on the date above mentioned.	
	Attest:	The Village of Hoffman Estates	
		By:Party of the First Part	
	Clerk (Seal Below)	Party of the First Part	
	(Star Below)	(If a corporation)	
		Corporate Name	
		President, Party of the Second Part	
		(If a Co-Partnership)	
	Attest:	Co-Partner	
	Secretary	Co-Partner	
		Doing business under the firm name, Party of the Second Part	
		(If an individual)	
		Party of the Second Part	

THIS CONTRACT FORM IS MANDATORY. PLEASE INCLUDE THREE SIGNED COPIES WITH YOUR BID DOCUMENTS.

# VILLAGE OF HOFFMAN ESTATES PROPOSAL FORM

The undersigned, having examined the specifications, the site of work, and all conditions affecting the cost of performing the work, hereby proposes to furnish all labor, equipment, and material and to perform said work in accordance with the specifications thereof. Product specification sheets, as pertaining to proposed equipment, have been included with this proposal form.

It is understood that the Village reserves the right to reject any and all proposals (including alternate proposals) and to waive any technicalities. Name of Bid: Company Name: Bidder Name (print): Title: **Business Address:** Email Address: Telephone Signature Date 1. All-inclusive proposed sum for removal of the existing vehicle exhaust system and installation of the proposed replacement: 2. Attach manufacturer warranty information to this proposal form. 3. Attach contractor warranty information to this proposal form. 4. Approximate number of weeks for work to start following award of the contract:

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

# VILLAGE OF HOFFMAN ESTATES **REFERENCES**

**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:	
CONTACT PERSON:	
PHONE NUMBER:	
BUSINESS NAME:	
PHONE NUMBER:	
BUSINESS NAME:	
BUSINESS NAME:	
PHONE NUMBER:	
BUSINESS NAME:	
APPROXIMATE DATE:	

# VEHICLE EXHAUST EXTRACTION SYSTEM REPLACEMENT INSTRUCTIONS TO BIDDERS

The general rules and conditions, which follow apply to all bids requested and accepted by the Village of Hoffman Estates unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the bidder's own risk. Submitting of a bid is assumption that vendor has familiarized themselves with all conditions and intends to comply with them unless noted otherwise.

### **FORMS**

Bid forms are furnished. All bids must be submitted on the forms provided, complete and intact, properly signed in ink in the proper spaces, and submitted in a sealed envelope. All bids must be delivered to the Village Clerk, 1900 Hassell Road, Hoffman Estates, Illinois, 60169, prior to the bid opening date and time.

Bids must be identified as such on the outside of the sealed envelope. This can be done by label as may be provided by the agency or by marking the envelope "SEALED BID" and with the following information: Company's name, address, item bid, date, and time of opening.

# ALTERNATE MULTIPLE BIDS/SPECIFICATIONS

The specifications describe the supplies and/or service which the Village feels are necessary to meet the performance requirements of the Village. It is not the desire or the intent to eliminate or exclude any bidder from bidding because of minor deviations, alternates, or changes.

Bidders desiring to bid on items which deviate from these specifications, but which they believe are equivalent, are requested to submit alternate bids. However, alternate bids must be clearly indicated as such, and deviations from the applicable specifications plainly noted. The bid must be accompanied by complete specifications for the items offered. Any questions regarding the specifications, drawings, etc., shall be referred to that individual so referenced in the Specification section. Vendors wishing to submit a secondary bid must submit it as an alternate bid. Only one bid per envelope.

The Village shall be the sole and final judge unequivocally as to whether any substitute is of equivalent or better quality. This decision is final and will not be subject to recourse by any person, firm, or corporation.

# **RECEIVING OF BIDS**

Bids received prior to the time of opening will be securely kept, unopened. The Village Clerk, or their designee, will decide when the specified time has arrived, and no bid received thereafter will be considered. No responsibility will be attached to the Village Clerk or the Village for the premature or non-opening of a bid not properly addressed and identified, except as otherwise provided by law.

### LATE BIDS

Bids arriving after the specified time will not be accepted. These bids will either be refused or returned unopened. It is the bidder's responsibility for timely delivery regardless of the methods used. Mailed bids which are delivered after the specified hour will not be accepted regardless of post marked time on the envelope.

### **BIDS BY FAX**

Bids must be submitted on the original forms provided by the Village completely intact as issued. Facsimile machine transmitted bids will not be accepted, nor will the Village transmit bid documents to prospective bidders by way of a facsimile machine.

#### ERROR IN BIDS

When an error is made in extending total prices, the unit bid price will govern. Otherwise, the bidder is not relieved from errors in bid preparation. Erasures in bids must be explained over signature of bidder.

### WITHDRAWAL OF BIDS

A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by the Village Clerk prior to the specified time of opening. After the opening, the bidder cannot withdraw or cancel his bid for a period of sixty (60) calendar days, or such longer time as stated in the bid documents.

### **CONSIDERATION OF BIDS**

No bid will be accepted from, or contract awarded to, any person, firm, or corporation that is in arrears or is in default to the Village upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Village or had failed to perform faithfully any previous contract with the Village.

The bidder, if requested, shall present, within 48 hours, evidence satisfactory to the Village of performance ability and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and contract documents.

### **PRICES**

Unit prices shall be shown for each unit on which there is a bid and shall include all equipment fuel charges, packing, crating, freight and shipping charges, and cost of unloading at the destination, unless otherwise stated in the bid.

Unit prices shall not include any local, state, or federal taxes. The Village is exempt, by law, from paying State and Village Retailer's Occupation Tax, State Service Occupation Use Tax, and Federal Excise Tax. The Village will supply the successful bidder with its tax exemption number.

Cash discounts will not be considered in determining overall price but may be used in an overall evaluation.

### AWARD OR REJECTION

The Village reserves the right to reject and/or award any and all bids or parts thereof and to waive formalities and technicalities according to the best interests of the Village. Any bid submitted will be binding for sixty (60) days subsequent to the date of the bid opening.

Bidders shall make all investigations necessary to thoroughly inform themselves regarding the supplies and/or service to be furnished in accordance with the bid. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the Village of the compensation to the bidder

# Any exceptions not taken by the bidder shall be assumed by the Village to be included.

A contract will be awarded to the lowest responsible bidder complying with the conditions of the contract documents only when it is in the best interest of the Village to accept the bid. The Village shall be the sole judge of compliance with the specifications and reserves the right to accept or reject any and/or all bids or parts thereof.

### **PAYMENT**

Payment will be made within thirty (30) days after acceptance of the equipment or services by the Village agent and Bidder's compliance with all stipulations relating to the bid/contract.

# REQUIREMENTS OF BIDDER

The successful bidder shall, within ten (10) days after notification of the award: enter into a contract in writing with the Village covering all matters and things as are set forth in the specifications or this bid; and carry insurance acceptable to the Village, covering public liability, property damage, and workmen's compensation.

### COMPLIANCE WITH ALL LAWS

All work under the contract must be executed in accordance with all applicable federal, state and local laws, ordinances, rules and regulations.

### CONTRACT ALTERATIONS

No amendment of a contract shall be valid unless made in writing and signed by the Village Manager or his authorized agent.

#### NOTICES

All notices required by the contract shall be given in writing.

### **NON-ASSIGNABILITY**

The Contractor shall not assign the contract, or any part thereof, to any other person, firm or corporation without the previous written consent of the Village Manager or his authorized agent. Such assignment shall not relieve the contractor from his obligations, or change the terms of the contract.

### **INDEMNITY**

The Contractor shall indemnify and save harmless the Village and its officers and employees from any and all liability, losses or damages, including attorney's fees and costs of defense, the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature, including worker's compensation claims, in any way resulting from or arising out of the operations of contractor under this contract, including operations of subcontractors; and the contractor shall, at his own expense, appear, defend and pay all fees of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgments shall be rendered against the Village in any such action, the contractor shall, at his own expense, satisfy and discharge same. The Contractor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village as herein provided.

### **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of the contract and/or supplying of materials, equipment and supplies, bidder must be in full compliance with all provisions of the Acts of the General Assembly of the State of Illinois relating to employment, including equal opportunity requirements.

# REQUIRED INSURANCE

In submission of a bid, the bidder is certifying that he has all insurance coverages required by law or would normally be expected for bidder's type of business. In addition, the bidder is certifying that he has at least the following insurance coverages:

Liability Limits
Each

Type of Insurance	Occurrence	Aggregate
GENERAL LIABILITY		
Bodily Injury	\$1,000,000	\$3,000,000
Property Damage	\$1,000,000	\$3,000,000
Contractual Insurance-Broad Form	\$1,000,000	\$3,000,000
AUTOMOBILE LIABILITY		
Bodily Injury	\$1,000,000	\$1,000,000
Property Damage	\$1,000,000	\$1,000,000

This insurance must include non-owned, hired, or rented vehicles, as well as owned vehicles.

WORKMEN'S COMPENSATION & OCCUPATIONAL DISEASES: Statutory for Illinois Employers Liability Coverage: \$1,000,000 per accident

NOTE: The specifications may require higher limits or additional types of insurance coverages than shown above and the contractor will be required to furnish a certificate of proof of insurance coverages.

The bidder further agrees to indemnify the Village and save it "harmless" against and from all loss, damage, expense, liability or claim of liability arising out of the performance of the contractor, any subcontractors, or his employees in connection with the contract. Contractors and subcontractors are to grant the Village an "additionally insured" status on all applicable insurance policies and provide the Village with original endorsements affecting coverage required by this clause. Said policies will not be canceled unless the Village is provided a thirty (30) day written notice. Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses. Nothing contained in the insurance requirement shall be construed as limiting the extent of the contractor's responsibilities for payment of damages resulting from his operations under this agreement.

# **BID PERFORMANCE DEPOSIT**

When it is required, it will be so stated elsewhere within this bid package along with the amount required. In all cases where a deposit is required it must accompany the bid. The deposit is to be in the form of a certified check, or a bank cashier's check. All bid performance deposit checks will be retained by the Village until the bid award is made, at which time the checks will be promptly returned to the unsuccessful bidders. The bid performance deposit check of the successful bidder will be retained until the goods or services have been received or completed/installed and found to be in compliance with the specification or until surety bonding requirements have been satisfied and proof of insurance coverage is provided in accordance with the Special Provisions Section of these specifications.

### **ACCEPTANCE**

After the acceptance and award of the bid, and upon receipt of a written purchase order executed by the proper officials of the Village, this instruction to bidders, and all other portions of the bid documents,

including the specifications, will constitute part of the legal contract between the Village of Hoffman Estates and the successful bidder.

### **DEFAULT**

The Village may terminate a contract by written notice of default to the contractor if:

- a) The contractor fails to make delivery of the materials or perform the services within the time specified in the proposal; or
- b) The contractor fails to make progress so as to endanger performance of the contract; or
- c) The contractor fails to provide or maintain in full force and effect, the liability and indemnification coverages or performance bond as is required.

If the Village terminates the contract, the Village may procure supplies or services similar to those so terminated, and the Contractor shall be liable to the Village for any excess costs for similar supplies and services, unless the Contractor provides acceptable evidence that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Contractor.

### SPECIAL CONDITIONS

Wherever special conditions/requirements are written into the Specifications or Special Provisions which are in conflict with conditions stated in these Instructions to Bidders, the conditions stated in the Specifications or Special Provisions/Requirement shall take precedence.

### **PERMITS AND LICENSES**

The successful bidder shall obtain, at their own expense, all permits and licenses which may be required to complete the contract (where applicable).

### **GENERAL GUARANTY**

Neither the final certificate of payment nor any provision in the contract nor partial or entire use of the equipment embraced in this contract by the Village or the Public shall constitute an acceptance of work not done in accordance with the contract, or relieve the Contractor of liability in respect to any express warranties or responsibility for failure to comply with the terms of those Contract Documents.

It is expressly agreed by the parties hereto that in the event any defects or imperfections in the materials or workmanship to be furnished by the Contractor herein appear within the period of one year from the date of completion of all the work mentioned herein and acceptance thereof by the Village of Hoffman Estates, the Contractor will, upon notice from the said Village (which notice may be given by letter to said Contractor to the business address of the Contractor shown in the Proposal), repair and make good at his own cost any such defects or imperfections and replace any defective or imperfect materials or workmanship with other materials or workmanship satisfactory to said Village, and furnish all such new materials and labor as may be necessary to do so; and in the event of the failure, refusal or delay of said workmanship or materials said Village may do so or have same done by others, and said Contractor and surety or sureties on his bond given for the faithful performance of this contract shall be liable to the Village of Hoffman Estates for all damages and expenses occasioned by such failure, refusal or delay.

#### MINIMUM WAGES

All laborers and mechanics employed by Contractors and Subcontractors on construction work for this project shall be paid wages at rates no less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), and shall receive overtime compensation in accordance with and subject to the provisions of

the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), and the Contractors and Subcontractors shall comply with all regulations issued pursuant to these Acts and with other applicable Federal laws and regulations pertaining to labor standards. The Secretary of Labor has, with respect to the labor standards specified in this Section, the 1950 (5 U.S.C. 133z-15) and Section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c).

Not less than the prevailing wage shall be paid for labor on the work to be done as required by law.

### HIRING OF ILLINOIS WORKERS

The Illinois Department of Labor provided notice that due to the high unemployment rate caused by the ongoing COVID-19 pandemic, the Employment of Illinois Workers on Public Works Act, 30 ILCS570/3, will take effect beginning July 1, 2020. The state law requires the workforce on all public works projects to be comprised of a minimum of 90% Illinois residents.

If Illinois' rate of unemployment falls below 5%, this statue will no longer be in effect.

(30 ILCS 570/3) (from Ch. 48, par. 2203)

Sec. 3. Employment of Illinois laborers. Whenever there is a period of excessive unemployment in Illinois, if a person or entity is charged with the duty, either by law or contract, of (1) constructing or building any public works, as defined in this Act, or (2) the clean-up and on-site disposal of hazardous waste for the State of Illinois or any political subdivision of the State, and that clean-up or on-site disposal is funded or financed in whole or in part with State funds or funds administered by the State of Illinois, then that person or entity shall employ at least 90% Illinois laborers on such project. Any public works project financed in whole or in part by federal funds administered by the State of Illinois is covered under the provisions of this Act, to the extent permitted by any applicable federal law or regulation. Every public works contract let by any such person shall contain a provision requiring that such labor be used: Provided, that other laborers may be used when Illinois laborers as defined in this Act are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the contracting officer.

(Source: P.A. 96-929, eff. 6-16-10.)

### ILLINOIS WORKS JOBS PROGRAM ACT APPRENTICESHIP INITIATIVE

Pursuant to the Illinois Works Jobs Program Act, 30 ILCS 559/20-1 et seq., for public works projects estimated to cost \$500,000 or more, the goal of the Illinois Works Apprenticeship Initiative is that apprentices will perform either 10% of the total hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less.

For projects with an estimated total project cost of \$500,000 or more and for which 50% or more of the project is being funded by appropriated capital funds, the 10% apprenticeship goal applies to all prevailing wage eligible work on the project. For projects receiving \$500,000 or more of appropriated capital funds but for which the appropriated capital funds are less than half of the total project costs, the 10% apprenticeship goal only apples to prevailing wage eligible work being funded by the appropriated capital funds. The 10% apprenticeship goal does not apply to projects with an estimated total project cost of less than \$500,000 or to projects with an estimated total project cost of \$500,000 or more but for which the appropriated capital funds for the project are both less than \$500,000 and less than 50% of the estimated total project costs.

### **BIDDER'S QUALIFICATIONS**

All bidders must submit the following information on or before the time at which the Proposal is required to be submitted:

- a) The location and description of the Bidder's permanent place of business.
- b) Evidence of ability to provide an efficient and adequate plant for executing the work including a list of equipment necessary to perform the work in a proper, safe and professional manner.
- c) List of similar projects carried out by the Bidder.
- d) List of projects the Bidder presently has under contract.
- e) Any additional evidence tending to show that the bidder is adequately prepared to fulfill the contract.

#### **BID CERTIFICATION FORM**

All bid submittals must include a signed Bid Certification form (copy included in document) certifying that bidder is in compliance with Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961 regarding Bid Rigging/Rotating.

Illinois State Law Article 33E-3 and 33E-4 states it is unlawful to participate in bid rigging and/or rotating. State law further states it is unlawful to award a contract to any individual or entity that is delinquent in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting the amount and/or liability through proper procedures.

Therefore, all bidders must certify that they are not barred from bidding on the contract as a result of a violation of State Law 33E-3 and 33E-4, prohibiting bid rigging and/or rotation, and that he bidder is not delinquent in the payment of any tax, unless it is contested in accordance with the procedures established by the appropriate revenue act. It is necessary that this be done under oath; therefore, the form included with bid submittal sheets must be notarized.

### **DEVIATIONS**

Unless denoted "No Substitution", the Villages minimum required specifications may be exceeded. However, vendors must list all specification deviations and provide a description and/or catalog sheet that fully describes that which they propose to furnish, in lieu of that specified. Final bid acceptance shall be based upon that bid deemed most favorable to the interests of the Village after all bids have been examined and canvassed.

### INFORMATION MAINTAINED BY THE LEGISLATIVE REFERENCE BUREAU

Updating the database of the Illinois Compiled Statutes (ILCS) is an ongoing process. Recent laws may not yet be included in the ILCS database, but they are found on this site as Public Acts soon after they become law.

For information concerning the relationship between statutes and Public Acts, refer to the Guide.

Because the statute database is maintained primarily for legislative drafting purposes, statutory changes are sometimes included in the statute database before they take effect. If the source note at the end of a Section of the statutes includes a Public Act that has not yet taken effect, the version of the law that is currently in effect may have already been removed from the database and you should refer to that Public Act to see the changes made to the current law.

# ARTICLE 33E. PUBLIC CONTRACTS (720 ILCS 5/Art. 33E heading)

### Sec. 33E-I. Interference with public contracting

It is the finding of the General Assembly that the cost to the public is increased and the quality of goods, services, and construction paid for by public monies is decreased when contracts for such goods, services, or construction are obtained by any means other than through independent non-collusive submission of bids or offers by individual contractors or suppliers, and the evaluation of those bids or offers by the governmental unit pursuant only to criteria as publicly announced in advance.

(Source: P.A. 85-1295.) (720 ILCS 5/33E-1) (from Ch. 38, par.33E-1).

#### Sec. 33E-2. Definitions

### In this Act:

- a) "Public contract" means any contract for goods, services, or construction let t any person with or without bid by any unit of State or local government.
- b) "Unit of State or local government" means the State, any unit of state government or agency thereof, any county or municipal government or committee or agency thereof, or any other entity which is funded by or expends tax dollars or the proceeds of publicly guaranteed bonds.
- c) "Change order" means a change in a contract term other than as specifically provided for in the contract which authorizes or necessitates any increase or decrease in the cost of the contract or the time to completion.
- d) "Person" means any individual, firm, partnership, corporation, joint venture or other entity, but does not include a unit of State or local government.
- e) "Person employed by any unit of State or local government" means any employee of a unit of State or local government and any person defined in subsection (d) who is authorized by such unit of State or local government to act on its behalf in relation to any public contract.
- f) "Sheltered market" has the meaning ascribed to it in Section 8b of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act; except that, with respect to State contracts set aside for award to service-disabled veteran-owned small businesses and veteran-owned small businesses pursuant to Section 45-57 of the Illinois Procurement Code, "sheltered market" means procurements pursuant to that Section.
- g) "Kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.
- h) "Prime contractor" means any person who has entered into a public contract.
- i) "Prime contractor employee" means any officer, partner, employee, or agent of a prime contractor.
- j) "Stringing" means knowingly structuring a contract or job order to avoid the contract or job order being subject to competitive bidding requirements.
- k) "Subcontract" means a contract or contractual action entered into by a prime contractor or subcontractor for the purpose of obtaining goods or services of any kind under a prime contract.
- l) "Subcontractor" (1) means any person, other than the prime contractor, who offers to furnish or furnishes any goods or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract; and (2) includes any person who offers to furnish or furnishes goods or services to the prime contractor or a higher tier subcontractor.

m) "Subcontractor employee" means any officer, partner, employee, or agent of a subcontractor.

(Source: P.A. 100-391, eff. 8-25-17.) (720 ILCS 5/33E-2) (from Ch. 38, par. 33E-2)

### Sec. 33E-3. Bid-rigging

A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted.

Bid-rigging is a Class 3 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty; or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer, or a high managerial agent on behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code.

(Source: P.A. 86-150.) (720 ILCS 5/33E-3) (from Ch. 38, par. 33E-3)

### Sec. 33E-4. Bid rotating

A person commits the offense of bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes of this Section, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer, or a high managerial agent on behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code.

(Source: P.A. 86-150.) (720 ILCS 5/33E-4) (from Ch. 38, par. 33E-4)

### Sec. 33E-5. Acquisition or disclosure of bidding information by public official

a) Any person who is an official of or employed by any unit of State or local government who knowingly opens a sealed bid at a time or place other than as specified in the invitation to bid or as otherwise designated by the State or unit of local government, or outside the presence of witnesses required by the applicable statute or ordinance, commits a Class 4 felony.

- b) Any person who is an official of or employed by any unit of State or local government who knowingly discloses to any interested person any information related to the terms of a sealed bid whether that information is acquired through a violation of subsection (a) or by any other means except as provided by law or necessary to the performance of such official's or employee's responsibilities relating to the bid, commits a Class 3 felony.
- c) It shall not constitute a violation of subsection (b) of this Section for any person who is an official of or employed by any unit of State or local government to make any disclosure to any interested person where such disclosure is also made generally available to the public.
- d) This Section only applies to contracts let by sealed bid.

(Source: P.A. 86-150.) (720 ILCS 5/33E-5) (from Ch. 38, par. 33E-5)

### Sec. 33E-6. Interference with contract submission and award by public official

- a) Any person who is an official of or employed by any unit of State or local government who knowingly conveys, either directly or indirectly, outside of the publicly available official invitation to bid, pre-bid conference, solicitation for contracts procedure or such procedure used in any sheltered market procurement adopted pursuant to law or ordinance by that unit of government, to any person any information concerning the specifications for such contract or the identity of any particular potential subcontractors, when inclusion of such information concerning the specifications or contractors in the bid or offer would influence the likelihood of acceptance of such bid or offer, commits a Class 4 felony. It shall not constitute a violation of this subsection to convey information intended to clarify plans or specifications regarding a public contract where such disclosure of information is also made generally available to the public.
- b) Any person who is an official of or employed by any unit of State or local government who, either directly or indirectly, knowingly informs a bidder or offerer that the bid or offer will be accepted or executed only if specified individuals are included as subcontractors commits a Class 3 felony.
- c) It shall not constitute a violation of subsection (a) of this Section where any person who is an official of or employed by any unit of State or local government fallows procedures established (i) by federal, State or local minority or female owned business enterprise programs or (ii) pursuant to Section 45-57 of the Illinois Procurement Code.
- d) Any bidder or offerer who is the recipient of communications from the unit of government which he reasonably believes to be proscribed by subsections (a) or (b), and fails to inform either the Attorney General or the State's Attorney for the county in which the unit of government is located, commits a Class A misdemeanor.
- e) Any public official who knowingly awards a contract based on criteria which were not publicly disseminated via the invitation to bid, when such invitation to bid is required by law or ordinance, the pre-bid conference, or any solicitation for contracts procedure or such procedure used in any sheltered market procurement procedure adopted pursuant to statute or ordinance, commits a Class 3 felony.
- f) It shall not constitute a violation of subsection (a) for any person who is an official of or employed by any unit of State or local government to provide to any person a copy of the transcript or other summary of any pre-bid conference where such transcript or summary is also made generally available to the public.

(Source: P.A. 97-260, eff. 8-5-11.) (720 ILCS 5/33E-6) (from Ch. 38, par. 33E-6)

### Sec. 33E-7. Kickbacks

- a) A person violates this Section when he knowingly either:
  - 1) provides, attempts to provide or offers to provide any kickback;

- 2) solicits, accepts or attempts to accept any kickback; or
- 3) includes, directly or indirectly, the amount of any kickback prohibited by paragraphs (1) or (2) of this subsection (a) in the contract price charged by a subcontractor to a prime contractor or a higher tier subcontractor or in the contract price charged by a prime contractor to any unit of State or local government for a public contract.
- b) Any person violates this Section when he has received an offer of a kickback, or has been solicited to make a kickback, and fails to report it to law enforcement officials, including but not limited to the Attorney General or the State's Attorney for the county in which the contract is to be performed.
- c) A violation of subsection (a) is a Class 3 felony. A violation of subsection (b) is a Class 4 felony.
- d) Any unit of State or local government may, in a civil action, recover a civil penalty from any person who knowingly engages in conduct which violates paragraph (3) of subsection (a) of this Section in twice the amount of each kickback involved in the violation. This subsection (d) shall in no way limit the ability of any unit of State or local government to recover monies or damages regarding public contracts under any other law or ordinance. A civil action shall be barred unless the action is commenced within 6 years after the later of (1) the date on which the conduct establishing the cause of action occurred or (2) the date on which the unit of State or local government knew or should have known that the conduct establishing the cause of action occurred.

(Source: P.A. 85-1295.) (720 ILCS 5/33E-7) (from Ch. 38, par. 33E-7)

### Sec. 33E-8. Bribery of inspector employed by contractor

- a) A person commits bribery of an inspector when he offers to any person employed by a contractor or subcontractor on any public project contracted for by any unit of State or local government any property or other thing of value with the intent that such offer is for the purpose of obtaining wrongful certification or approval of the quality or completion of any goods or services supplied or performed in the course of work on such project. Violation of this subsection is a Class 4 felony.
- b) Any person employed by a contractor or subcontractor on any public project contracted for by any unit of State or local government who accepts any property or other thing of value knowing that such was intentionally offered for the purpose of influencing the certification or approval of the quality or completion of any goods or services supplied or performed under subcontract to that contractor, and either before or afterwards issues such wrongful certification, commits a Class 3 felony. Failure to report such offer to law enforcement officials, including but not limited to the Attorney General or the State's Attorney for the county in which the contract is performed, constitutes a Class 4 felony.

(Source: P.A. 85-1295.) (720 ILCS 5/33E-8) (from Ch. 38, par. 33E-8)

### Sec. 33E-9. Change orders

Any change order authorized under this Section shall be made in writing. Any person employed by and authorized by any unit of State or local government to approve a change order to any public contract who knowingly grants that approval without first obtaining from the unit of State or local government on whose behalf the contract was signed, or from a designee authorized by that unit of State or local government, a determination in writing that (1) the circumstances said to necessitate the change in

performance were not reasonably foreseeable at the time the contract was signed, or (2) the change is germane to the original contract as signed, or (3) the change order is in the best interest of the unit of State or local government and authorized by law, commits a Class 4 felony. The written determination and the written change order resulting from that determination shall be preserved in the contract's file which shall be open to the public for inspection. This Section shall only apply to a change order or series of change orders which authorize or necessitate an increase or decrease in either the cost of a public contract by a total of \$10,000 or more or the time of completion by a total of 30 days or more. (Source: P.A. 86-150; 87-618.) (720 ILCS 5/33E-9) (from Ch. 38, par. 33E-9)

### Sec. 33E-10. Rules of evidence

- a) The certified bid is prima facie evidence of the bid.
- b) It shall be presumed that in the absence of practices proscribed by this Article 33E, all persons who submit bids in response to an invitation to bid by any unit of State or local government submit their bids independent of all other bidders, without information obtained from the governmental entity outside the invitation to bid, and in a good faith effort to obtain the contract.

(Source: P.A. 85-1295.) (720 ILCS 5/33E-10) (from Ch. 38, par. 33E-10)

### Sec. 33E-II

- a) Every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the prime contractor that the prime contractor is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of this Article. The State and units of local government shall provide the appropriate forms for such certification.
- b) A contractor who knowingly makes a false statement, material to the certification, commits a Class 3 felony.

(Source: P.A. 97-1108, eff. 1-1-13.) (720 ILCS 5/33E-11) (from Ch. 38, par. 33E-11)

### Sec. 33E-12

It shall not constitute a violation of any provisions of this Article for any person who is an official of or employed by a unit of State or local government to (1) disclose the name of any person who has submitted a bid in response to or requested plans or specifications regarding an invitation to bid or who has been awarded a public contract to any person or, (2) to convey information concerning acceptable alternatives or substitute to plans or specifications if such information is also made generally available to the public and mailed to any person who has submitted a bid in response to or requested plans or specifications regarding an invitation to bid on a public contract or, (3) to negotiate with the lowest responsible bidder a reduction in only the price term of the bid.

(Source: P.A. 86-150.) (720 ILCS 5/33E-12) (from Ch. 38, par. 33E-12)

### Sec. 33E-13

Contract negotiations under the Local Government Professional Services Selection Act shall not be subject to the provisions of this Article.

(Source: P.A. 87-855.) (720 ILCS 5/33E-13) (from Ch. 38, par. 33E-13)

### Sec. 33E-14. False statements on vendor applications

a) A person commits false statements on vendor applications when he or she knowingly makes any false statement or report with the intent to influence in any way the action of any unit of local

- government or school district in considering a vendor application.
- b) Sentence. False statements on vendor applications is a Class 3 felony.

(Source: P.A. 99-78, eff. 7-20-15.) (720 ILCS 5/33E-14)

#### Sec. 33E-15. False entries

- a) An officer, agent, or employee of, or anyone who is affiliated in any capacity with any unit of local government or school district commits false entries when he or she makes a false entry in any book, report, or statement of any unit of local government or school district with the intent to defraud the unit of local government or school district.
- b) Sentence. False entries is a Class 3 felony.

(Source: P.A. 97-1108, eff. 1-1-13.) (720 ILCS 5/33E-15)

### Sec. 33E-16. Misapplication of funds

- a) An officer, director, agent, or employee of, or affiliated in any capacity with any unit of local government or school district commits misapplication of funds when he or she knowingly misapplies any of the moneys, funds, or credits of the unit of local government or school district.
- b) Sentence. Misapplication of funds is a Class 3 felony.

(Source: P.A. 97-1108, eff. 1-1-13.) (720 ILCS 5/33E-16)

### Sec. 33E-17. Unlawful participation

Whoever, being an officer, director, agent, or employee of, or affiliated in any capacity with any unit of local government or school district participates, shares in, or receiving directly or indirectly any money, profit, property, or benefit through any contract with the unit of local government or school district, with the intent to defraud the unit of local government or school district is guilty of a Class 3 felony.

(Source: P.A. 90-800, eff. 1-1-99.) (720 ILCS 5/33E-17)

### Sec. 33E-18. Unlawful stringing of bids

- a) A person commits unlawful stringing of bids when he,or she, with the intent to evade the bidding requirements of a:ny unit of local government or school district, knowingly strings or assists in stringing or attempts to string any contract or job order with the unit of local government or school district.
- b) Sentence. Unlawful stringing of bids is a Class 4 felony.

(Source: P.A. 97-1108, eff. 1-1-13; 98-756, eff. 7-16-14.) (720 ILCS 5/33E

# VEHICLE EXHAUST EXTRACTION SYSTEM REPLACEMENT BID SPECIFICATIONS

#### GENERAL CONDITIONS

### 1. DESCRIPTION

- a. The Fleet Services Building, built in 1991, is located at 2405 Pembroke Avenue, Hoffman Estates, IL and has a 4-bay full pass-through garage.
- b. The intent of this project is to replace the existing vehicle exhaust extraction equipment.

### 2. PERMITS, FEES, AND LICENSES

a. All permit applications will be the responsibility of the contractor. The Village will waive all fees associated with the permit application(s) related to this project. The contractor shall abide by all applicable codes and inspection schedules by the authorities having jurisdiction (Village of Hoffman Estates). All contractor and business licenses and any associated fees will be the responsibility of the contractor.

### 3. PRODUCT DELIVERY, STORAGE, AND HANDLING

- a. Deliver materials to the job site in the manufacturer's original, unopened containers or wrappings with the manufacturer's name, brand name, and installation instructions intact and legible. Deliver in sufficient quantity to permit work to continue without interruption.
- b. Comply with the manufacturer's written instructions for proper material storage.
- c. Any materials which are found to be damaged shall be removed and replaced at the contractor's expense.

### 4. WORK SEQUENCE

- a. Schedule and execute work between normal working hours.
- b. Do not disrupt activities in occupied spaces.

### 5. USE OF THE PREMISES

- a. Before beginning work, the contractor must secure approval from the Village's representative for the following:
  - i. Areas permitted for personnel parking.
  - ii. Access to the site.
  - iii. Areas permitted for storage of materials and debris.

### 6. EXISTING CONDITIONS

a. If discrepancies are discovered between the existing conditions and those noted on the drawings or specifications, immediately notify the Village representative by phone and solicit the manufacturer's approval prior to commencing with the work.

### 7. PRE-CONSTRUCTION MEETING

- a. A mandatory pre-bid meeting will be held at the job site located at 2405 Pembroke Avenue, Hoffman Estates, IL on March 24, 2023 at 9:30am. Contact Joe Capiga, Fleet Services Supervisor, at 847.781.2719 or <a href="mailto:Joe.Capiga@vohe.org">Joe.Capiga@vohe.org</a> with questions.
- b. Prior to bid submittal, the contractor should conduct a job site inspection to observe actual conditions and verify dimensions of the work area. The job site inspection will occur on the day of the pre-bid meeting.

### 8. TEMPORARY FACILITIES AND CONTROLS

- a. Temporary Utilities:
  - i. Power for construction purposes and lighting are available at the site and will be made available to the contractor.
  - ii. When available, electrical power should be extended as required from the source. Provide all connections and fused-disconnects.
- b. Temporary Sanitary Facilities:
  - i. Sanitary facilities will be available at the job site.
- c. Building Site:

- i. The contractor shall use reasonable care and responsibility to protect the building and site against damages. The contractor shall be responsible for the correction of any damage incurred as a result of the performance of the contract.
- ii. The contractor shall remove all construction debris from the job site in a timely and legally acceptable manner so as to not detract from the aesthetic or the function of the building.

### d. Security:

i. Contractor will comply with any request from the Village regarding personnel identification, inspection, and other security measures.

#### 9. JOB SITE PROTECTION

- a. The contractor shall adequately protect building, paved areas, service drives, lawn, shrubs, trees, etc. from damage while performing the required work. Provide canvas, boards, and sheet metal (properly secured), as necessary, for protection and remove protection materials at completion. The contractor shall repair or be responsible for costs to repair all property damage incurred during work associated with this contract.
- b. During the contractor's performance of the work, the building owner will continue to occupy the existing building. The contractor shall take precautions to prevent the spread of dust and debris, particularly where such material may sift into the building. The contractor shall provide labor and materials to construct, maintain, and remove necessary temporary enclosures to prevent dust or debris in the construction area(s) from entering the remainder of the building.
- c. Protect against fire and flame spread. Maintain proper and adequate fire extinguishers.
- d. Remove all traces of piled bulk materials and return the job site to its original condition upon completion of the work.

### 10. SAFETY

a. The contractor shall be responsible for all means and methods as they relate to safety and shall comply with all applicable local, state, and federal requirements that are safety-related. Safety shall be the responsibility of the contractor and any sub-contractors. All related personnel shall be instructed daily to be mindful of the full-time requirement to maintain a safe environment for all.

### 11. WORKMANSHIP

- a. Contractors performing work shall be familiar with the manufacturer's product they are installing.
- b. All work shall be of the highest quality and in strict accordance with the manufacturer's published specifications and to the Village's satisfaction and must meet all code requirements.
- c. Provide adequate number of experienced workmen regularly engaged in this type of work who are skilled in the application techniques of the materials specified.

### 12. JOB CONDITIONS

- a. Refer to the material manufacturer's system specification for general job site considerations.
- b. All work is to be performed during normal business hours (6:30am to 3:00pm) unless otherwise allowed by the Village representative.
- c. Proceed with work only when weather conditions are in compliance with the manufacturer's recommended limitations and when conditions will permit the work to proceed in accordance with the manufacturer's recommendations and requirements.

### 13. CLEAN UP

a. Debris dumpster shall be provided by installing contractor. No Village dumpsters or trash cans will be used for any concrete or other refuse. Approved dumpster vendor is under contract with the Village and is specified on the permit. Groot is the only approved debris dumpster company. b. Perform daily clean-up to collect all wrappings, empty containers, paper, nails, screws and other debris from the project site. Upon completion, all debris must be disposed of in a legally acceptable manner.

### VEHICLE EXHAUST EXTRACTION SYSTEM INSTALLATION SPECIFICATIONS

### 1. SCOPE OF WORK

a. The intent of this section is to outline the specification for replacement for the current vehicle exhaust extraction system shall be with **Plymovent** equipment using existing ducting.

### 2. VEHICLE EXHAUST EXTRACTION EQUIPMENT

- a. Replace (3) Spring tension exhaust hose reels complete
  - i. (1) Dual spring recoil hose reel w/ mechanical damper, 33', 5" flex hose
  - ii. (1) Dual spring recoil hose reel w/ mechanical damper, 50', 6" flex hose
  - iii. (1) Dual spring recoil hose reel w/ mechanical damper, 33', 6" flex hose
- b. Add (1) fixed 10' extraction boom complete with 25ft of flex hose to existing hose drop
- c. Replace (2) flex hose drops complete 30' of high temperature flex
  - i. Three ply silicone/fiberglass/nomex 6" diameter. Temp resistance 800 deg. f with internal steel helix. Max spike temp 1200 deg. f
- d. (6) stacker nozzles to be used for both under carriage and vertical stack exhaust connections
- e. (3) Lift poles to be used or the nozzles
- f. 38ft aluminum profile rail based system to be mounted to one of the 3 quoted hose reels.
  - i. Include rail, trolley, hose reel mounting brackets, wall bracket supports and mechanical installation
- g. Provide all needed exhaust ducting and support materials

### 3. NEW EXHAUST BLOWER

- a. 7.5hp 208v 3Ph blower [BA1]rated at 3500cfm @ 6" static pressure. Blower to handle up to (6) hose drops at one time.
  - i. Control operation system to be included
- b. Blower to be moved from inside to outside on a treated fan bases isolated from roof membrane via walkway pads.
  - i. All roof repairs if needed will be done by Village [BA2] roof contactor

### 4. SUBMITTALS

- a. Prior to starting work, the contractor must submit the following:
  - i. Identification of the exhaust system type and manufacturer.
  - ii. Sample of the manufacturer's warranty covering all components of the exhaust system.
  - iii. Submit manufacturer's product data including installation instructions.
- b. Upon completion of the work, submit copies of the manufacturer's final inspection report to the Village representative prior to the issuance of the manufacturer's warranty.

### 5. PRODUCTS

- a. Unless otherwise approved by the Village, use the specified extraction manufacturer. Proposed equivalent systems must be approved by the Village in advance. All products must be manufactured and supplied by the manufacturer and covered by the warranty.
- b. Accepted exhaust extraction manufacturer:
  - i. Plymovent

### 6. QUALITY ASSURANCE

- a. The contractor must have a minimum of 5 years' experience in the installation of exhaust extraction systems
- b. All work shall meet the applicable requirements of codes and standards.

- c. Unless otherwise noted in this specification, the contractor must strictly comply with the manufacturer's current specifications and details.
- d. There shall be no deviations made from this specification without the prior written approval of the Village representative. Any deviation from the manufacturer's installation procedures must be supported by a written certification on the manufacturer's letterhead and presented for Village consideration.
- e. Upon completion of the installation, the contractor shall arrange for an inspection to be made by a non-sales technical representative manufacturer, if required, in order to identify any needed corrective repairs that will be needed for warranty issuance. Notify the Village representative seventy-two (72) hours prior to the manufacturer's final inspection.

### 7. INSPECTION AND WARRANTY

- a. Prior to the manufacturer's inspection for warranty, the contractor must perform a preinspection with the Village representative to review all work. All permit requirements and inspections must be met.
- b. Provide manufacturer's product Warranty covering materials with no dollar limit starting after date of substantial completion.
- c. Provide a 5-year contractor warranty commensurate with issuance of manufacture trench drain warranty.

# VEHICLE EXHAUST EXTRACTION SYSTEM REPLACEMENT SPECIAL PROVISIONS

#### ALL-INCLUSIVE BID SUM

The bid sum shall include everything specified and/or otherwise required in order to complete the project in its entirety. Sum of base bid and shipping as listed in the scope of work are required to receive consideration. No claim for additionally required materials and/or labor shall be honored by the Village what-so-ever.

### MANDATORY PRE-BID MEETING AND WALK-THROUGH

A pre-bid meeting will be held at the job site located at 2405 Pembroke Avenue, Hoffman Estates, IL on March 24, 2023 at 9:30 am. This will give all contractors an opportunity to see the site conditions and to ask questions in group about specifications and bid requirements. Contact the Village representative, Joe Capiga, at (847) 781-2719 if there are any questions about this meeting.

### **BID SECURITY DEPOSIT REQUIREMENTS**

Cashier's/Certified Check for \$500.00 is required.

### PERFORMANCE BOND REQUIREMENTS

100% of Total Bid Award (Upon Award of Contract only)

### PAYMENT BOND REQUIREMENTS

100% of Total Bid Award (Upon Award of Contract only)

### COMMITTEE AGENDA ITEM VILLAGE OF HOFFMAN ESTATES

SUBJECT: Request authorization to award a purchase order for Mueller fire

hydrants to Ziebell Water Services (sole bid) in an amount not to

exceed \$104,300.

**MEETING DATE:** 

**April 24, 2023** 

**COMMITTEE:** 

**Public Works & Utilities** 

FROM:

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

**BACKGROUND:** 

The Village purchases hydrants annually to prepare for necessary replacements due to inoperability or malfunction, vehicle accidents, or in an effort to replace hydrants that are obsolete with repair parts that are difficult to find. The Village has over 3,200 hydrants in service, 90% of which were manufactured by Mueller. There are approximately 200 obsolete hydrants still in service, primarily manufactured by Traverse City.

DISCUSSION:

In February 2023, this bid opportunity was advertised but no bids were received. Staff contacted vendors that have historically participated in this program and found that bid packets were not received due to address changes. In April 2023, this bid opportunity was advertised again and a single bid for the purchase of 13 hydrants was received:

VENDOR NAME	BID AMOUNT
Ziebell Water Service Products, Inc.	\$63,625

This bid represented an 18% increase in unit prices from 2022. Ziebell has previously been the provider of fire hydrants to the Village, most recently in 2022.

**FINANCIAL IMPACT:** 

There is a total of \$104,300 in the 2023 Water/Sewer operating budget and Capital Improvements Program for the purchase of hydrants. Staff recommends purchasing additional hydrants at the proposed unit cost in an amount not to exceed the maximum approved budget (a total of 21 hydrants).

**RECOMMENDATION:** 

Request authorization to award a purchase order for Mueller fire hydrants to Ziebell Water Services (sole bid) in an amount not to exceed \$104,300.

### COMMITTEE AGENDA ITEM VILLAGE OF HOFFMAN ESTATES

SUBJECT: Request authorization to award a 3-year contract extension for the

Neptune 360 software service to Water Resources, Inc. in a total

amount not to exceed \$145,000.

MEETING DATE: April 24, 2023

COMMITTEE: Public Works & Utilities

FROM: Joseph Nebel, Director of Public Works

Kevin McGraw, Water Customer Service Supervisor

BACKGROUND: In 2020, the Village completed a system-wide water meter replacement

program, installing Neptune manufactured water meters and a corresponding Advanced Metering Infrastructure (AMI) system. Neptune 360 is the Software-as-a-Service (SaaS) used to access meter readings and

account information collected by the AMI system.

**DISCUSSION:** Neptune 360 is also used by Public Works to view information including:

hourly and monthly water meter readings; notifications identifying meters that are not functioning properly or are no longer operational; alerts that assist with private leak investigations; and other customer service functions. This software is a necessary aspect of the AMI system used by

Public Works and Water Billing.

This request includes funding for the maintenance and service of (4) "belt clips" – devices which are used to collect readings from water meters that may not be reporting to the AMI system. Due to a variety of factors, approximately 100-300 water meters may fail to report data to the AMI system at any given time. If a final read is necessary and a meter is not reporting, or an employee is activating a new meter or performing

maintenance on an existing one, a belt clip device is used.

FINANCIAL IMPACT: There is \$44,500 in the 2023 Water and Sewer – Capital Projects fund for

this program.

**RECOMMENDATION:** Request authorization to award a 3-year contract extension for the Neptune

360 software service to Water Resources, Inc. in a total amount not to

exceed \$145,000.



April 14, 2023

Aaron Howe Village of Hoffman Estates 2305 Pembroke Avenue Hoffman Estates, IL 60195

#### Dear Aaron:

Thank you for contacting me to discuss Neptune's 360 hosted software product. Specifically, we have been working with Neptune to provide at the Village's request a proposal that will offer guaranteed annual software subscription fee costs for the next 3 years upon the Village's upcoming annual subscription fee renewal period starting on July 1<sup>st</sup>, 2023. We are pleased to submit the following "Neptune 360 annual software subscription fee" proposal for the Village of Hoffman Estates, Illinois. This proposal provides pricing for the next 3 renewal periods starting on July 1, 2023 and ending on June 30, 2026.

Quantity	Description	Cost (Each)	Extended Cost
1	Neptune 360 Software Annual Subscription Fee (\$2.80/yr. x 15,627 accounts)(7/01/23-6/30/24)	\$ 2.80	\$ 43,755.60
1	Neptune 360 Software Annual Subscription Fee (\$2.88/yr. x 15,627 accounts)(7/01/24-6/30/25)	\$ 2.88	\$ 45,005.76
1	Neptune 360 Software Annual Subscription Fee (\$2.97/yr. x 15,627 accounts)(7/01/25-6/30/26)	\$ 2.97	\$ 46,412.19
4	R900 Belt Clip Annual Maintenance Fees (7/01/23-6/30/24)	\$ 465.00	\$ 1,860.00
4	R900 Belt Clip Annual Maintenance Fees (7/01/24-6/30/25)	\$ 480.00	\$ 1,920.00
4	R900 Belt Clip Annual Maintenance Fees (7/01/25-6/30/26)	\$ 495.00	\$ 1,980.00

The annual subscription fees listed above are based upon the total number of connected endpoints/MIU's in the AMI system. Each year at the time of the software subscription renewal, Neptune will verify the total connected endpoint number. This means for a growing community like Hoffman Estates, this total connected endpoint number could increase over time due to new construction growth.



We appreciate the opportunity to quote on your needs. We would be pleased to discuss any questions at your convenience.

Very truly yours,

Michael D. Pedone Water Resources Inc.

MDP/jg



# Neptune® 360™ Software-as-a-Service

The Neptune® 360<sup>TM</sup> cloud platform delivers an intuitive, user-friendly design, making AMR and AMI meter reading data clear and easy to interpret. System-wide Key Performance Indicators and geographical views assist with identifying areas of concern and ways to maximize operational efficiency and improve overall customer service and quality of service.

### **Description of Services**

The Neptune 360 Software-as-a-Service subscription provides the customer with a non-transferable license to access the Neptune 360 application for all internal personnel. The Customer shall not permit the use of the Service by any unauthorized third parties, unless mutually agreed in writing. The subscription includes the following services:

- Secure access to the Neptune 360 Platform which includes:
  - Neptune 360 Web App
  - Neptune 360 Mobile App
  - Neptune 360 Sync (required for Trimble Handheld compatibility) and
  - Application Programming Interfaces (if applicable)
- 24x7 Application and security monitoring
- Database preventive maintenance and scalability monitoring
- Software upgrades and updates, with prior notice via email
- Providing all server operating system and hardware updates requirements
- Data back-up and replication
- Data Security and Business Continuity Plan (BCP) processes
- Providing telephone support at 1-800-647-4832 Monday-Friday from 7:00am-5:00pm Central time, excluding corporate holidays, and email support at support@neptunetg.com

### Service Level Objectives

- **Availability**. Neptune will use commercially reasonable efforts to provide at least 99% uptime of the SaaS Application, less Maintenance Windows.
- **Ticket Issuance**. Neptune will open a trouble ticket upon the earlier to occur of: (i) when Neptune first observes an issue; or (ii) when Customer first reports the issue. If an issue relates to Customer's system and Neptune becomes aware of the issue, Neptune will promptly report this information to Customer. Technical support hours are Monday-Friday from 7am-5pm Central Time. Neptune's commitment is to open a ticket and respond to said ticket within 24 hours of issue identification.
- **Response Time**. The urgency and time to correct will be dependent upon the issue itself and its impact to the Customer to perform billing functions (a "Billing Impediment"). Neptune shall prioritize the correction of any Billing Impediment and shall endeavor to correct such problems within 72 hours after issue identification. Other issues are considered a bug and fixes will be implemented upon an assigned software major or minor release schedule.



### Data Ownership

All data that is received from Neptune 360 cloud platform is captured, processed, stored, and accessed within the country in which the utility customer resides. Any data and information provided to Neptune by Customer or its Consumers ("Customer Data") remains the property of Customer. Customer grants to Neptune the right and license to host, access, store, and use the Customer Data for the purposes of providing and maintaining the Service. Upon expiration or failure to renew the Software-as-a-Service Subscription, Neptune will no longer provide the Service and Customer may no longer use the Application. Following such expiration, so long as Customer is current in all payments to Neptune, upon the written request of the Customer made within thirty (30) days after the effective date of the expiration, Neptune will use commercially reasonable efforts to provide an export or download of any Customer Data in a mutually agreed format. After such thirty (30) day period, Neptune has no obligation to maintain or provide the Customer Data, unless otherwise required to do so by law.

### **Application Programming Interfaces**

- **License**. For the sole purpose of creating an interface between the Application and software or applications licensed by Customer from third parties, the Subscription includes a non-exclusive, non-transferable license to use APIs as well as related documentation required for their implementation.
- **Limitations on Rights of Use**. Customer shall not use the API for any other purpose except as expressly authorized in writing. Customer has no rights to the object code or source code of the API. Customer may not disassemble, decompile, reverse translate or apply any other procedure to a non-source code delivered API. Any rights in API(s) and the Documentation not expressly granted to Customer in writing shall remain with Neptune.
- Upgrades. Neptune may make changes to the APIs from time to time. Neptune will make commercially
  reasonable efforts to maintain backward compatibility of the APIs but makes no guarantees and assumes
  no obligation to ensure backward compatibility. APIs may not remain compatible with third party
  software or programs after changes to the APIs, changes to third-party software or programs, or changes
  to the SaaS.
- **Third-Party Use**. Customer acknowledges and agrees that the license shall not extend to any third-party of Customer and if Customer desires to engage third parties to utilize Neptune's APIs for development or any other purposes, Neptune's prior written consent must be obtained. Upon receiving consent, the third-party must enter into a separate agreement with Neptune prior to using the APIs.

### Disclaimer of Warranties

OTHER THAN THE SERVICE LEVELS LISTED ABOVE, NEPTUNE DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED HEREUNDER, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, WITH RESPECT TO SUCH SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTIBILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEPTUNE EXPRESSLY DISCLAIMS SUCH WARRANTIES AND CONDITIONS.



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#winyourday

neptunetg.com

Neptune Technology Group 1600 Alabama Highway 229 Tallassee, AL 36078 800-633-8754 f 334-283-7293



## R900® Belt Clip Transceiver

#### **WARRANTY - HARDWARE**

The warranty on the R900® Belt Clip Transceiver is 12 months from shipment date. Warranty services provided during the warranty period are:

- For a unit defective in materials or workmanship, free repair of unit, including parts and labor (unless damaged by abuse or negligence)
- Return shipment of repaired product via prepaid ground service
- Repair turnaround time of five (5) working days, excluding transit time
- Toll-free assistance provided by Customer Support 1-800-647-4832
- · These services are the purchaser's exclusive remedy for warranty issues

#### **EXTENDED MAINTENANCE ENTITLEMENT**

Extended maintenance entitlement is available from your authorized Neptune Sales Representative. Maintenance entitlement provided during extended period is:

- · Free repair of unit, including parts and labor
- Return shipment of repaired product is prepaid ground service
- Repair turnaround time of five (5) working days, excluding transit time
- Toll-free assistance provided by Customer Support 1-800-647-4832

#### NOT INCLUDED IN EXTENDED MAINTENANCE ENTITLEMENT

- Accessories including rechargeable batteries, cables, charger, etc.
- Equipment damaged by abuse or negligence, or environmental damage such as a result of fires and storms
- Firmware modifications
- Priority Overnight return shipment of repaired units

### **REPAIR NOTES**

A Return Material Authorization (RMA) number MUST accompany all incoming repairs. This number may be obtained by contacting Customer Support at support@neptunetg.com or 1-800-647-4832.

- Customer pays all incoming shipment charges.
- Repair turnaround (non-warranty/non-maintenance) is approximately 15 business days\*, excluding transit (\*not including days required to obtain a purchase order for the repairs).
- All outgoing repairs are shipped ground service.
- Requested Priority Overnight return shipment is paid by the purchaser.
- Repair warranty is 90 days from shipment date.

NEPTUNE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.





### **VILLAGE OF HOFFMAN ESTATES**

### **DEPARTMENT OF PUBLIC WORKS**

### March 2023 MONTHLY REPORT

SUBMITTED TO: Public Works Committee

April/2023

Joseph Nebel

Director of Public Works

Kelly Kerr

**Assistant Director of Public Works** 

### **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.

March 2023: Preliminary analysis of the existing system and assessment of a possible interconnect and new tollway crossings is complete.

### **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.

March 2023: Engineering design is 70% complete. Staff is reviewing the preliminary plans and permit application forms. Preparation of the bidding package for the temporary electrical service is nearly 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.

March 2023: The new power connection is activated and testing is complete. Project completion is pending SCADA integration.

### **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.

March 2023: This project remains on hold pending easement agreement with the Cook County Forestry Preserve.

### **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.

March 2023: Project completion is pending approval of the final invoice.

### 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.

March 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 rivison 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 Utilitees Committee approved a contract to begin work. The 2022 annual compliance report is complete.

March 2023: A pre-construction meeting has been scheduled for April 2023.

### 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 incompatabilities 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.

March 2023: Project completion is pending final installation and programming of the backup firewall.

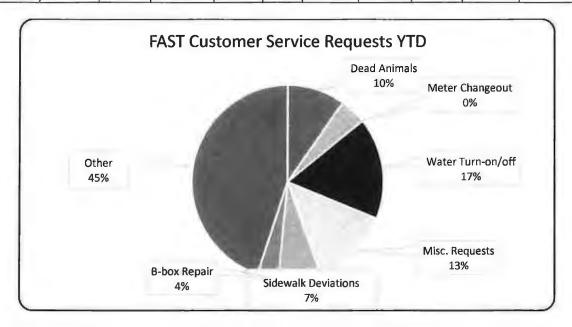
### **Administration**

1. The Department responded to 3.75" of winter weather precipitation over 4 operations.

### **Customer Services**

### Fast Action Service Team (FAST):

				Fas	st Action	Service	Team (F	AST)				100
				(	Custome	r Servic	e Reques	sts				
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
117	135	135										387



### **Customer Service Team:**

					Custor	ner Ser	vice Tean	n				
				Water Bill	ing - Cus	tomer !	Service A	ppointme	ents			
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
27	25	33										85
				Finance	-general	ted Wa	ter Mete	r Reading	S			
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
69	102	97										268

					Delinque	ent Wat	er Accou	nts				
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
77	95	103										275
				N	ew Cons	tructio	n Inspect	ions				
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1	2	1							= = 1.			4
			Cus	tomer Ser	vice Rec	uests -	Gov Q&	A/Meter I	Repairs			
Jan	Feb	Mar	Apr	May	Jun	lut	Aug	Sep	Oct	Nov	Dec	Total
6	7	7										20
					В	-box Re	pairs					
Jan	Feb	Mar	Apr	May	Jun	lut	Aug	Sep	Oct	Nov	Dec	Total
4	1	2										7
				MI	U Install	ations/	Replacer	nents				7
Jan	Feb	Mar	Apr	May	Jun	lut	Aug	Sep	Oct	Nov	Dec	Total
3	5	7										15

### **Utility Locates Team:**

- 1. Continued providing locates related to the Microsoft Data Center project and for ComEd mainline upgrades in north Hoffman.
- 2. Continued preparing for the upcoming Road Reconstruction Program.

					Utility	y Locate	es <b>Team</b>					
					JU	ILIE Loc	ates					
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
223	252	385										860
					Emerge	ncy JUL	IE Locate	S				
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
23	25	20										68
					Utili	ty Joint	Meets					
Jan	Feb	Mar	Apr	May	Jun	lut	Aug	Sep	Oct	Nov	Dec	Total
2	6	12										20

### **Facilities**

- 1. Patched and painted weight room walls at the Police Department.
- 2. Replaced dishwasher at Fire Station 23.
- 3. Coordinated testing of gas detection systems at Public Works and Fleet Services.
- 4. Assisted with wall monitor installation for the Village Manager and Director of Engineering offices.
- 5. Repaired mail box at the Police Department that was previously knocked down.

						Facilit	ies					
			F	Preventati	ve Main	tenance	Progran	n - Staff H	lours			
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
86	50	156										292

### **Fleet Services**

- 1. Replaced rodder pumps on the flushing and vactor trucks.
- 2. Continued repairs on fire apparatus.

	12				F	leet Ser	vices	- 1 1				
			Prev	entative N	/laintena	nce Pro	gram - N	umber o	f Repairs			
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
33	23	23										79
*				Vel	icles Sei	nt for V	/arranty	Repair				
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2	4	2										8

### **Forestry**

- 1. Attended Chainsaw Safety training.
- 2. Performed tree removals in conjunction with engineering storm sewer rehab project.

				- 50. 3		Forest	try					
					Custom	er Servi	ce Reque	sts				
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
3	23	20										46

### **Maintenance & Construction**

### **Storm Sewer Team:**

1. Completed concrete restorations at previous excavation sites.

		=	1	Sto	orm Sev	ver Tea	am					20.00
				Feet of	Storm S	Sewer	Flushed					
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1,832	3,078	2,730										7,640
				Cat	ch Basiı	n Rebu	ilds					
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
0	0	0										0

### **Construction/Maintenance Team:**

- 1. Continued the Village-wide hydrant flushing program.
- 2. Completed emergency water main repairs/replacementes at Bode Road and at Golf Center.

				Co	nstructio	n/Mair	tenance	Team				
					B-box Re	epair/R	eplaceme	ent				
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1	1	1										3

-					Hydra	nt Rep	lacement					
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1	1	2										4
					Valve Re	epair/R	eplaceme	ent				
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2	1	2										5
				Wate	r Main/S	Service	Line Leak	Repairs				
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1	3	9										13

### **Traffic Operations**

### **Pavement Maintenance Team:**

1. Assisted Maintenance and Construction team with concrete saw cutting at multiple locations.

				P	avemen	t Maint	enance T	eam				
					ons of H	ot Asp	halt Insta	lled				
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
0.0	0.0	0.0										0.0
				Т	ons of C	old Asp	halt Insta	alled				
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
7.5	7.5	5.0										20.0

### Sign Team:

1. Assembled and installed (2) "Thru Traffic" signs at the NOW Arena.

						Sign Te	am					
					Repaire	ed/Rep	aced Sigi	ns				
Jan	Feb	Mar	Apr	May	Jun	lut	Aug	Sep	Oct	Nov	Dec	Total
9	4	4										17
				S	igns Fab	ricated	and Insta	alled				
Jan	Feb	Mar	Apr	May	Jun	lut	Aug	Sep	Oct	Nov	Dec	Total
59	41	125										225

### **Street Light Team:**

- 1. Continued site-clearance tree trimming Village-wide.
- 2. Repaired multiple ground faults and numerous street light base covers at the NOW Arena.
- 3. Completed seasonal banner change-outs Village-wide.

					Stre	eet Ligh	t Team					
					Custome	er Servi	ce Reque	sts				
Jan	Feb	Mar	Apr	May	Jun	lul	Aug	Sep	Oct	Nov	Dec	Total
1	1	3										5

					Stree	t Lights	Repaired					
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
16	6	5										27

### **Water Operations**

### **Operations Team:**

- 1. Continued coordinating improvements at Abbey Wood pumping station.
- 2. Performed maintenance on grinders at WDA and Moon Lake lift stations.
- 3. Began exercising program for valves at water pumping stations and towers/reservoirs.
- 4. Completed transducer line replacements at water towers.
- 5. Continued preparations for Westbury Generator installation.
- 6. Pulled an Eric lift station pump to replace wires and seals.

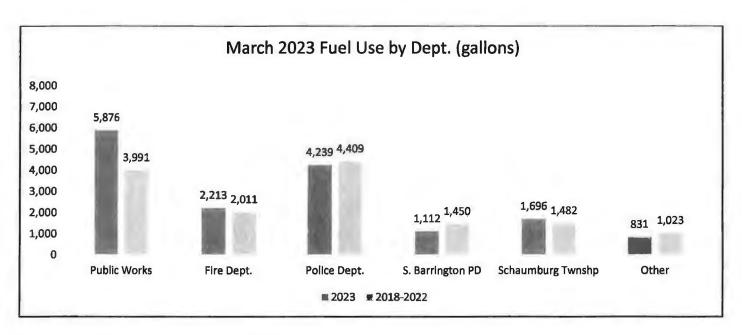
					Ор	erations	s Team				-	
				F	Resident	Water	Quality T	ests				
Jan	Feb	Mar	Apr	May	Jun	lut	Aug	Sep	Oct	Nov	Dec	Total
4	0	3										7

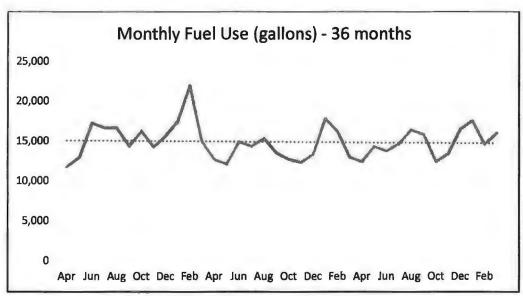
### **Sanitary Sewer Flow Management Team:**

1. Continued hydrogen sulfide treatments at University lift station. Treatments at WDA lift station are pending completion of an additional study.

		1	Sani	tary Sewi	er Flow	Mana	gement	Team				
				Sewer	Lines F	lushed	(feet)					
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
5,000	7,950	19,500										32,450
			S	Sanitary I	Main In	specti	ons (fee	t)				
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
350	0	220										570

### **Fuel Use Report**





### Special Branch Pickup - Ice Storm

From: Tom Kentish

Sent: Tuesday, March 7, 2023 2:43 PM

To: PublicWorks < PublicWorks@hoffmanestates.org>

Subject: Thank you!

First, I thank you so much for all of the work you guys have done in the past two weeks!!

I am at 4390 Rock Cove Dr.

Corner of rock cove and Westbury across from Fire Station

And we still have a bunch left. Just wanted to keep you guys in the loop.

Thank you again take care!

Tom



# 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

And -

April 2023

### **VILLAGE PROJECT UPDATES**

#### 2022 Street Revitalization

Resurfacing work on Dixon Drive and Dixon Court is underway with expected completion by the end of April. Punch list work in various locations is ongoing.

### 2023 Stormwater Improvements

CCTV inspections completed and reviewed by staff. Preparation of bid documents ongoing. Target letting in late spring 2023.

### 2023 Street Revitalization

Work began week of April 17 in multiple locations. See attached update.

### **Barrington Square Town Center Sanitary Sewer**

Kick-off meeting with V3 held on April 11. Alternative analysis expected to be completed by June 2023. Expected completion of design engineering in May 2024. V3 contracted for design engineering services.

### **Batavia Lane (Rebuild Illinois Funds)**

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

### Bode Road Resurfacing (Springinsguth Road - Barrington Road) (Schaumburg)

Sidewalk and curb & gutter replacement work ongoing. Completion scheduled for August 2023.

### Bridge Inspections (2021-2022)

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

### **Collector Street Lighting**

Ciorba resubmitted preliminary pole layout in response to previous staff comments. Currently under staff review. Preliminary engineering to be completed by May 2023. Ciorba Group contracted for preliminary engineering services.

### **Eagle Way Sewer Replacement**

Project complete.

### 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)**

Kick-off meeting with IDOT held on April 7. TranSystems preparing supplemental scope for staff review per guidance from IDOT kick-off meeting. Completion of Phase 1 and design approval expected in May 2024. TranSystems contracted for preliminary engineering services.

### **General Surveying Services**

Staff completed review of proposals. Webster, McGrath & Ahlberg, Ltd (WMA) contracted for surveying services. Completion of survey work expected by end of June 2023.

### **COMMERCIAL PROJECT UPDATES**

### Belle Tire - 4801 Hoffman Boulevard

Site grading work substantially complete, building 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.

### ComEd Substation Expansion – 2480 Pembroke Avenue

Site preconstruction meeting held on April 13. Site work to begin shortly.

### **Dunkin Donuts - 1670 Algonquin Road**

Underground utility installation substantially complete, building work ongoing.

### H90 - 2685 Eagle Way

Installation of underground utilities substantially complete. Site paving work underway.

### Microsoft Data Center - 2190-2200 Lakewood Boulevard

Onsite paving and restoration ongoing. Site utility connections complete. Lakewood Boulevard right-of-way improvements complete. MWRD final inspection complete. Staff reviewing site 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

Some installation of water main, storm sewer, and sanitary sewer ongoing throughout. Building work ongoing.

### Walnut Pond Estates - NE Corner of Rohrssen Road & McDonough Road (Formerly Airdrie Estates)

Staff reviewing revised CCTV of underground utilities.

### **MISCELLANEOUS UPDATES**

### Stormwater

Work on 2022-2023 Annual Facility Inspection Report for NPDES Permit for Storm Water Discharges from Separate Storm Sewer Systems (MS4) is underway.

### **Meetings and Training Attended**

- Tollway Maintenance Facility IGA with Schaumburg (April 7) Alan Wenderski
- Poplar Creek/Upper Salt Creek Watershed Planning Council (April 12) Alan Wenderski
- Required Illinois Statues and Rules for Professional Engineering PDH Webinar (April 18) Alan Wenderski
- NFIP Online Workshop (April 19) Oscar Gomez
- Employee Wellness Committee (April 19) Andy LoBosco
- Required Illinois Professional Ethics PDH Webinar (April 20) Alan Wenderski

### **Engineering Site Plan Reviews**

- Bell Work Townhomes
- 2357 Hassell Road
- Lot 3 Culver's Subdivision
- Belle Tire Higgins & Gannon
- 5115 Sedge Boulevard
- 4847 Hoffman Boulevard

Floodplain Inquiries

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
2022	1	0	20	8	2	0	1	0	0	0	0	0	32
2023	0	1	2	0									3

Freedom of Information Requests

	•	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,											
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
2022	1	1	2	0	1	1	1	2	1	2	0	1	13
2023	1	0	2	0									3

**Permit Inspections** 

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
2022	19	20	32	44	64	83	48	46	69	71	59	27	582
2023	58	15	22	13									108

### **Permit Reviews**

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
2022	2	4	29	48	58	38	28	46	42	30	12	12	349
2023	5	11	15	18									49

**Residential Drainage Investigations** 

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
2022	0	0	10	11	19	13	_ 1	6	5	1	2	0	68
2023	1	0	5	25									31

### 2023 Street Revitalization Project Schedule Update: (Week of April 17, 2023)

	1	Pre-	-Constru	ction						Const	ruction						Lands	caping	
RECONSTRUCTION STREETS	Start Date <sup>1</sup>	Layout	Tree Root Pruning	Sawcutting	Concrete Removal	Asphalt Removal	Earth Excavation	Sub base Backfill	Storm Sewer	Curb & Gutter	Driveway Aprons	Sidewalks	Fine Grading	Asphalt Binder	Asphalt Surface	Striping	Backfill Topsoil	Sod & Seed	Percent Complete
BRIGHTON LANE Kettering Rd to Hassell Rd	4/17/2023																		0%
HASSELL COURT Hassell Rd to End of Street	4/17/2023																		0%
NAVAJO LANE Newton St to Nogales St	8/14/2023																		0%
PLEASANT STREET Washington Blvd to Paris Ln	6/12/2023																		0%
PRINCETON STREET Perry Ln to Orange Ln	5/8/2023											23						<i>y</i>	0%
<sup>1</sup> Tentalive / Actual								•						In Progr	ess			Complet	ed

#### **Definition of Construction Steps:**

Layout: Village engineers evaluate existing conditions, determine removals, and complete construction staking

Tree Root Pruning: A circular saw machine cuts tree roots to reduce damage to the tree during construction

Sawcutting: A circular saw machine cuts the concrete and asphalt at construction joints.

Concrete Removal: The contractor removes existing sidewalk, curb and gutter, and driveway aprons that will be replaced

Asphalt Removal: The contractor uses either a backhoe or milling machine to remove existing asphalt layers.

Earth Excavation: Removal of all materials located below the existing road to a stabilized subgrade. Sub base Backfill: The installation of stone to a depth of 8" – 12" with a layer of geotextile fabric

Storm Sewer: Repair and replacement of existing storm sewer structures and pipes.

Curb & Gutter: The installation of concrete curb and gutter utilizing mechanical equipment or hand tools

Driveway Aprons: The replacement of asphalt and concrete driveway aprons.

Sidewalks: The replacement of concrete public sidewalks.

Fine Grading: The shaping of the stone sub-base to ensure drainage, compaction, and elevation

Asphalt Binder: The first layer of asphalt.

Asphalt Patching: Repair of localized pavement failures on resurfacing streets.

Asphalt Surface: The final layer of asphalt

Striping: Completion of permanent pavement striping.

Backfill Topsoil: Placement of topsoil to areas that have been disturbed during construction

Sod & Seed: Placement of sod and seed to areas that have been disturbed during construction

RESURFACING STREETS	Start Date <sup>1</sup>	Pre-Con	struction	Construction										Lands		
		Layout	Sawcutting	Concrete Removal	Asphalt Removal	Storm Sewer	Curb & Gutter	Driveway Aprons	Sidewalks	Asphalt Binder	Asphalt Patching	Asphalt Surface	Striping	Backfill Topsoil	Sod & Seed	Percent Complete
ARROWWOOD LANE Whispering Trails Dr to Dogwood Dr	5/22/2023															0%
ASHLAND STREET Arizona Blvd to End of Street	6/12/2023															0%
BARBERRY COURT Whispering Trails Dr to End of Street	8/21/2023															0%
BARCROFT DRIVE Castaway Ln to Bradwell Rd	9/18/2023															0%
BISON LANE Providence Dr to Caribou Ln	4/17/2023															5%
BROOKSIDE DRIVE	4/19/2023															0%
BROOKSIDE LANE 1895 Brookside Ln to Brookside Dr	4/19/2023															0%
CANTERBURY LANE End of Street to Kelberg Ave	4/17/2023															5%
CARIBOU LANE Bison Ln to Red Oak Dr	4/17/2023															5%
CARNATION LANE Apricot St to Bluebonnet Ln	6/29/2023															0%
DENNISON ROAD Frederick Ln to Highland Blvd	5/15/2023															0%
DEXTER LANE Dovington Dr to Gannon Dr	5/8/2023															0%
DOGWOOD COURT Dogwood Dr to End of Street	5/30/2023															0%
DOGWOOD DRIVE Whispering Tris Dr to Whispering Tris Dr	5/22/2023															0%
FAIRFIELD LANE Glen Lake Rd to Glen Lake Rd	5/8/2023															0%
HALLORAN LANE Maureen Dr to Kelberg Ave	4/17/2023															5%
HAWTHORN LANE Apple St to Basswood St	6/29/2023															0%
HUTTNER COURT Brookside Dr to End of Street	4/19/2023															0%
PARIS LANE Pleasant St to Illinois Blvd	8/14/2023															0%
PHEASANT TRAIL COURT	4/17/2023															5%
SHOREWOOD DRIVE Westbury Dr to Huntington Blvd	8/21/2023															0%
SUMAC TRAIL Dimetead Dr to Downing Dr	9/11/2023															0%
FAMARACK DRIVE	9/25/2023															0%
WAINSFORD DRIVE	5/15/2023															0%
VINSTON DRIVE	6/19/2023															0%
Tentative / Actual											In Progres				Complete	vd.