



Meeting Members:
Anna Newell, Chairperson
Karen Mills, Vice Chairperson
Gary Pilafas, Trustee
Gary Stanton, Trustee
Karen Arnet, Trustee
Patrick Kinnane, Trustee
William McLeod, Mayor

Village of Hoffman Estates

Public Works and Utilities Committee Meeting Agenda

August 21, 2023

Immediately following the Finance Committee

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

-
- I. Roll Call
 - II. Approval of Minutes - July 17, 2023
August 7, 2023 - Special meeting
 - III. Public Comment

NEW BUSINESS

1. Request authorization to award contract for design engineering services for the Hoffman Boulevard Bridge Project to Civiltech Engineering, Inc., of Itasca, IL, in an amount not to exceed \$79,989.
2. Request authorization to award a contract for the installation of a Variable Frequency Drive at Abbey Wood Pump Station to Marc Kresmery Construction LLC, Elgin, IL (sole bid), in an amount not to exceed \$108,500.
3. Request authorization to:
 - a. Waive formal bidding (due to joint purchasing contract) and place an order for three replacement vehicles (Units #21, #22, and #C79) from Currie Motors, Frankfort, IL, via Suburban Purchasing Cooperative, in an amount not to exceed \$141,960;
 - b. Waive bidding and place an order for three replacement vehicles (Units #37, #46, and #48) direct from Currie Motors in an amount not to exceed \$161,600;
 - c. Grant the Village Manager authority to approve change orders associated with this request, as needed, in a total amount not to exceed \$12,000.

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

Further details and information can be found in the agenda packet attached hereto and incorporated herein and can also be viewed online at www.hoffmanestates.org and/or in person in the Village Clerk's office. The Village of Hoffman Estates complies with the Americans with Disabilities Act (ADA). For accessibility assistance, call the ADA Coordinator at 847/882-9100.

**PUBLIC WORKS & UTILITIES COMMITTEE
MEETING MINUTES**

July 17, 2023

I. Roll call

Members in Attendance:

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

**Management Team Members
in Attendance:**

**Eric Palm, Village Manager
Dan O'Malley, Deputy Village Manager
Art Janura, Corporation Counsel
Rachel Musiala, Finance Director
Kasia Cawley, Police Chief
Alan Wax, Fire Chief
Monica Saavedra, Director of HHS
Patrick Seger, Director HRM
Alan Wenderski, Dir. Engineering
Darek Raszka, Director of IT
Joe Nebel, Director of Public Works
Pete Gugliotta, Dir. Dev Services
Bev Romanoff, Village Clerk
Suzanne Ostrovsky, Asst. Village Mgr.
Ric Signorella, Multimedia Manager
Sarah Marcucci, EMA Coordinator
Ben Gibbs, NOW Arena GM
Paul Petrenko, PW Superintendent**

The Public Works and Utilities meeting was called to order at 7:37 p.m.

II. Approval of Minutes – June 26, 2023

Motion by Trustee Pilafas, seconded by Trustee Arnet, to approve the Public Works and Utilities Committee Meeting minutes from June 26, 2023. Voice vote taken. All ayes. Motion carried.

III. Public Comment

None.

NEW BUSINESS

1. **Request authorization to award contract for design engineering services for the Batavia Lane Storm Sewer, Water Main, and Street Reconstruction Project to Ciorba Group, Inc., of Chicago, IL, in an amount not to exceed \$98,779.**

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

Motion by Trustee Arnet, seconded by Trustee Pilafas, to award contract for design engineering services for the Batavia Lane Storm Sewer, Water Main, and Street Reconstruction Project to Ciorba Group, Inc., of Chicago, IL, in an amount not to exceed \$98,779. Voice vote taken. All ayes. Motion carried.

2. **Request authorization to award a three-year contract for janitorial maintenance services at select Village facilities to Eco-Clean Maintenance Inc., Elmhurst, IL, in an amount not to exceed \$281,710.**

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

Motion by Trustee Arnet, seconded by Trustee Pilafas, to award a three-year contract for janitorial maintenance services at select Village facilities to Eco-Clean Maintenance Inc., Elmhurst, IL, in an amount not to exceed \$281,710. Voice 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 – Thank you letters read to Public Works team on behalf of Amber Meadows.

V. Items in Review**VI. Adjournment**

Motion by Trustee Arnet, seconded by Trustee Stanton, to adjourn the meeting at 7:50 p.m. Voice vote taken. All ayes. Motion carried.

Minutes submitted by:

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

Date

Sp. PUBLIC WORKS & UTILITIES COMMITTEE
MEETING MINUTES

August 7, 2023

I. Roll call

Members in Attendance:

Anna Newell, Chairperson
Gary Pilafas, Trustee
Gary Stanton, Trustee
Karen Arnet, Trustee
Pat Kinnane, Trustee
William McLeod, Mayor

Members Absent:

Karen Mills, Vice Chairperson

Management Team Members
in Attendance:

Eric Palm, Village Manager
Dan O'Malley, Deputy Village Manager
Jana Dickson, Assistant Corporation Counsel
Rachel Musiala, Finance Director
Kasia Cawley, Police Chief
Alan Wax, Fire Chief
Monica Saavedra, Director of HHS
Patrick Seger, Director HRM
Alan Wenderski, Dir. Engineering
Darek Raszka, Director of IT
Joe Nebel, Director of Public Works
Pete Gugliotta, Dir. Dev Services
Bev Romanoff, Village Clerk
Suzanne Ostrovsky, Asst. Village Mgr.
Ric Signorella, Multimedia Manager
Kevin Kramer, Economic Dev. Dir.
Phil Green, Trans. And Long Range planner
Michael Walker, Community Planner
Jenny Horn, Dir. Planning and Transportation

The Special Public Works and Utilities meeting was called to order at 7:57 p.m.

II. Public Comment

None.

NEW BUSINESS

1. Request authorization to award contract for the 2023 Storm Sewer Rehabilitation Project to Inliner Solutions, LLC., of Bedford Park, IL (low bid) in an amount not to exceed \$1,498,048.

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

Stanton inquired if all of the pipes have been visually reviewed. Mr. Wenderski confirmed they have been.

Motion by Trustee Arnet, seconded by Trustee Pilafas, to award contract for the 2023 Storm Sewer Rehabilitation Project to Inliner Solutions, LLC, of Bedford Park, IL (low bid) in an amount not to exceed \$1,498,048. Voice vote taken. All ayes. Motion carried.

III. Adjournment

Motion by Trustee Arnet, seconded by Trustee Stanton, to adjourn the meeting at 8:01 p.m. Voice vote taken. All ayes. Motion carried.

Minutes submitted by:

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

Date

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request authorization to award contract for design engineering services for the Hoffman Boulevard Bridge Project to Civiltech Engineering, Inc., of Itasca, IL, in an amount not to exceed \$79,989.

MEETING DATE: August 21, 2023

COMMITTEE: Public Works & Utilities

FROM: Alan Wenderski, Director of Engineering

PURPOSE: Recommend approval of award of contract for design engineering services for the Hoffman Boulevard Bridge project.

BACKGROUND: The project is located on the bridge carrying Hoffman Boulevard over the EJ&E Railroad (SN 016-6350). The bridge is now 26 years old and generally remains in good condition. Detailed inspections are completed at least every two years and based on the bridge's age and recommendations from the most recent inspection report (July 2022), several maintenance items are recommended to be completed at this time to extend the useful life of the bridge and delay more extensive repairs.

Proposed maintenance activities include bridge deck overlay, filling of voids under approach slabs and abutment, paint existing railing, clean drainage scuppers, and repair expansion joints.

DISCUSSION: Utilizing the prequalified engineering services short list, an RFP was sent to five firms (Baxter & Woodman, CBBEL, Civiltech, HR Green, and TranSystems). Three proposals were received (Baxter & Woodman, Civiltech, and TranSystems) and reviewed by staff. The proposals were evaluated based on project approach and understanding, personnel assigned to the project, experience on comparable projects, and project schedule.¹

Upon review, it was determined that Civiltech provided the best overall proposal based on the evaluation criteria above. Upon staff

¹ As a reminder, under the Qualified Based Selection (QBS) system utilized by the Village, the initial responses do not include cost proposals. Once the most qualified proposal is selected based on the scope of services, the Village asks for proposed scope, hours and fee which are negotiated by Staff before being presented to the Committee/Board for approval.

DISCUSSION: (Continued)

request, Civiltech submitted proposed scope, hours, and fee which were then reviewed and revised per staff comment. The full scope, hours, and fee are attached as part of the agreement.

The general scope of services includes:

1. Assist Village with construction funding request from IDOT
2. Data Collection and Bridge Deck Delamination Survey
3. Technical Memo with overlay alternatives and preliminary cost estimates
4. Pre-Final (90%) plans, special provisions, and estimate
5. Final (100%) plans, special provisions, and estimate
6. Coordination of permits
7. Bidding assistance

The project schedule designated a completion of design engineering in spring 2024 to allow for construction in summer/fall 2024 utilizing local funding. It is our intention to apply for the Local Bridge Funding Program (LBFP) from IDOT that provides 80% funding for qualified bridge preservation projects. The LBFP application would be for construction and construction engineering costs. If the IDOT LBFP funding request is successful the project schedule would need to be adjusted to accommodate IDOT's fiscal year programming and letting schedule. Additional design engineering efforts due to IDOT review requirements and the IDOT letting process would also be required and are not included in the current scope.

FINANCIAL IMPACT:

The total not to exceed cost for the contract is \$79,989. In 2023, \$40,000 was budgeted from the Hoffman Bridge Maintenance Fund and an additional \$40,000 was identified in 2024. Sufficient funding is available from the Hoffman Bridge Maintenance Fund. A supplement to this contract would be required if the LBFP funding is received.

There is not a sufficient balance in the Hoffman Bridge Maintenance Fund to locally fund all construction and construction engineering costs. Funding will be identified in the 2024 CIP/Budget if LBFP funding is not received.

RECOMMENDATION:

Request authorization to award contract for design engineering services for the Hoffman Boulevard Bridge Project to Civiltech Engineering, Inc., of Itasca, IL, in an amount not to exceed \$79,989.

Attachments

VILLAGE OF HOFFMAN ESTATES Design Engineering Services Agreement

This Professional Services Agreement (the "Agreement") is made and entered into this ____ day of August, 2023, by and between the VILLAGE OF HOFFMAN ESTATES, ILLINOIS, a municipal corporation located at 1900 Hassell Road, Hoffman Estates, IL ("Village") and Civiltech Engineering, Inc., with a principal place of business at Two Pierce Place in Itasca, Illinois ("Contractor") and sets forth the terms and conditions under which Contractor agrees to perform certain land surveying services as set forth below.

This Agreement is made pursuant to Hoffman Estates RFP dated July 7, 2023 and Contractor's Proposal dated August 11, 2023 attached hereto as Exhibit A and incorporated herein by reference.

1. SERVICES

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

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

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

2. TERM AND TERMINATION

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

3. FEES AND PAYMENT TERMS

The total cost for services shall not exceed \$79,989.

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

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

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

4. RELATIONSHIP OF THE PARTIES

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

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

5. INSURANCE

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

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

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

6. THIRD PARTY MATERIALS

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

prohibit the assignment of Contractor's rights in and to such Third Party Materials to Village or Village's designee. Contractor shall maintain a copy of all such licenses and agreements and provide copies to Village upon Village's request.

7. OWNERSHIP OF WORK PRODUCT

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

8. ASSIGNMENT AND SUBCONTRACTING

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

9. NOTICE

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

If to Village:	Village of Hoffman Estates Eric Palm, Village Manager 1900 Hassell Rd. Hoffman Estates, IL 60169
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If to Contractor:	Jonathan Vana, P.E. Civiltech Engineering, Inc. Two Piece Plan, Suite 1400
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Itasca, IL 60143
Email: jvana@civiltechinc.com

10. GOVERNING LAW AND VENUE

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

11. COMPLIANCE WITH LAWS

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

12. SEVERABILITY

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

13. WAIVER

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

14. ENTIRE AGREEMENT

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

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

The Village of Hoffman Estates

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

Civiltech Engineering, Inc.

By: J.R. Vana
Printed Name: Jonathan R. Vana
Title: President
Date: 8/11/23

EXHIBIT A

Project Understanding and Approach

Anticipated Scope of Work

Cost Estimate of Consultant Services



I. PROJECT UNDERSTANDING AND APPROACH

The existing bridge carrying Hoffman Blvd over EJ&E Railroad (SN 016-6350) is a 3-span PPC I-Beam bridge supported on two solid wall piers and two integral abutments that was originally constructed in 1997 and is the maintenance responsibility of the Village. The bridge is in good condition and carries 2 lanes of traffic in each direction as well as a sidewalk over the EJ&E Railroad, currently owned and operated by the CN Railway. The purpose of this project is to rehabilitate and preserve the bridge, an important transportation asset which represents a significant financial responsibility to the Village. By properly rehabilitating and preserving the bridge, the Village will be extending its useful service life and delaying very expensive deck, superstructure or complete bridge replacements. The existing bridge is approximately 26 years old and is generally in good condition. The combination of its age and good condition makes the bridge an excellent candidate for preservation. The following are the anticipated scope items in the bridge rehabilitation and preservation project:

- Remove the bituminous overlay from the west approach slab
- Partial depth bridge deck slab repairs as needed
- Scarify the approach slabs and bridge deck
- Seal cracks in the approach slabs
- Overlay the bridge deck and approach slabs with latex modified concrete or thin polymer overlay
- Fill voids under approach slabs with flowable fill
- Regrade and fill undermined areas in front of and under the abutments and end posts
- Repair spalled areas of the concrete sidewalk
- Clean and paint the metal railing on the north parapet
- Clean Bridge Drainage Scuppers
- Assess and repair the expansion joints between the approach slabs and adjacent roadway pavement
- Pavement transitions at both approach slabs to accommodate the deck overlay

The purpose of this project is to provide the required Phase II engineering services for the preparation of bid documents for the bridge rehabilitation and preservation project, including plans, specifications and estimates. It is anticipated that federal STP preservation funds will be pursued for the construction of the improvement through IDOT BLRS-D1. Civiltech will submit the master project report for the structure to Chad Riddle. If it is determined that the project is eligible for federal funding, we will hold a joint meeting with IDOT and the Village to determine the processing requirements and a supplement to this engineering agreement will be prepared for all out-of-scope work items necessary to access the federal funds.

First activities will include meeting with the Village to discuss the project, describe our anticipated activities and schedule, as well as ensure we accurately understand the Village's project goals. This will be followed by:

- Collecting and reviewing pertinent project data such as existing plans and inspection reports
- Coordinating with the CN Railway to make them aware of the project and obtain project restrictions/requirements
- Perform a deck delamination survey to identify any deck areas in need of repair.



Following these initial steps, a technical memo will be prepared determining the overlay type, project limits and construction staging. After obtaining Village concurrence with the detailed scope presented in the technical memo, plans, specifications and estimates will be prepared for the proposed improvement.

II. ANTICIPATED SCOPE OF SERVICES

Item No. 1 - Data Collection and Early Coordination

A. Initial Meeting with Village

We will come to the meeting prepared to discuss the project, discuss permitting submittals and agency coordination, and request any outstanding or updated information from the Village.

B. Obtain/Update and Review Record Data

We will obtain and review available Village data including, but not limited to, subdivision plans and plats, record plans, geotechnical reports, right-of-way data, sewer videos, aerial photography and contour mapping, other existing plans, and municipal utility atlases.

C. Drone Survey

A full topographic design survey is not anticipated to be needed for this project. We will obtain current aerial photography using Civiltech's in-house drone capabilities. The aerial photograph will be used as the basis for preparation of the plan drawings.

D. Field Visit and Bridge Deck Delamination Survey

The bridge deck will be sounded to identify any areas of delamination, indicating corrosion of the rebar resulting in de-bonding from the surrounding concrete. These areas will continue to deteriorate and eventually spall. Any discovered areas will be rehabilitated with partial depth deck slab repairs prior to scarifying the bridge deck and placing the protective overlay. We will also assess the condition of the expansion joints between the approach slabs and adjacent roadway pavement to determine if they need to be replaced or repaired as part of the improvement.

Item No. 2 - Preliminary (30%) Engineering

A. Technical Memo

We will prepare a technical memo that discusses the following:

- Overlay Type – Latex Concrete Overlay 2¼" to 2¾" or Thin Polymer Overlay ¾"
- Project Limits

B. Preliminary Quantity Calculations and Estimate of Cost

We will prepare a preliminary estimate of the project cost.



C. Review Meeting

A project review meetings will be held with the Village after the technical memo submittal to address any design issues and determine the preferred method of staging the project prior to starting pre-final plans.

Item No. 3 – Pre-Final (90%) Plans, Special Provisions and Estimates

A. Plan Base Sheet Preparation

We will plot the existing topographic survey information and develop Phase II plan base sheets at a scale of 1" = 20' and 1"=50' for use in the development of contract plans. Any updated existing utility information that has been obtained during the data collection phase will also be plotted on the base sheets.

B. Pre-Final (90%) Plans

We will prepare pre-final contract plans in accordance with the approved technical memo, the applicable sections of the IDOT BLRS manual, applicable IDOT Standards, and in accordance with current Village standards and practices. We anticipate that the contract plans will contain the following drawings:

- Cover Sheet
- Index of Sheets and List of State and Local Standards
- General Notes and List of Commitments
- Summary of Quantities
- Typical Sections
- Alignment and Benchmarks (1"=100')
- Roadway Plan and Profile (1"=20')
- Stages of Construction – Sequences and Typical Sections
- Stages of Construction (2 stages) (1"=50')
- Detour Plan
- Structural Plans
 - General Plan and Elevation
 - General Data and Construction Staging Details
 - Bridge Deck Repair and Overlay Details
 - Approach Slab Repair and Overlay Details
 - Miscellaneous Bridge Repair Details
- Project Specific Construction Details
- IDOT and Village Standard Construction Details

For the construction staging, we have assumed the hybrid option will be selected, which will require staging plans plus a detour plan.

C. Pre-Final Special Provisions

We will prepare special provisions that supplement or amend the specifications contained in the latest edition of the Standard Specifications for Road and Bridge Construction adopted by the Illinois Department of Transportation and the latest edition of the Standard Specifications for Sewer and Watermain Construction in Illinois. Applicable Village special provisions will be utilized to supplement the Standard Specifications. In addition, we will include the latest IDOT Recurring Special Provisions Check Sheet. The most recent set of IDOT's Bureau of Design and Environment (BDE) Special Provisions and District 1 Special Provisions will be reviewed and included in the special provisions where applicable.

The contract bid book will use standard Village documents.



D. Pre-Final Quantity Calculations

We will perform detailed quantity calculations at the pre-final stage of the plan development. Two sets of calculations will be performed by separate engineers in order to ensure the accuracy of the calculations.

E. Pre-Final Estimate of Cost and Construction Time

We will use the quantities of work in order to calculate an Engineer's Estimate of Cost and Time. The unit prices for the various items of work will be developed based on review and analysis of recent bid tabulations for projects of similar scope and magnitude.

F. Pre-Final QC/QA Review

Prior to submission of the pre-final plans for review, we will perform an internal Quality Control / Quality Assurance review of the work completed. The review will be performed by a professional engineer independent of the design team. The Construction Engineer will also complete a full contract document review at this time. The review will consider constructability issues as well as identification of missing pay items, quantities of work, and special provisions required. The design team will also perform a "plan-in-hand" field check to confirm the existing conditions and design.

G. Review Meeting

A project review meeting will be held with the Village after the pre-final submittals to address design issues and plan comments.

Item No. 4 - Final (100%) Plans, Special Provisions and Estimates

A. Final Plans

After completion of all agency reviews and resolution of any other agency concerns, the contract plans will be finalized. In order to assist the Resident Engineer (RE) we will furnish the Village, as part of our deliverables, detailed information including all design and quantity calculations. We will also prepare a technical memorandum to the RE highlighting any key issues, commitments, or special concerns that arose during the design stage of the project.

Since this is a locally-funded project, the Village will be responsible for letting the project. Therefore, we will provide the Village with pdf's of the final documents.

B. Final Special Provisions

All comments received pertaining to the pre-final special provisions and bid documents will be addressed and reflected in the final bid documents. The status and schedule of all utility relocations, as of the date of the final plans, will be included in the bid documents.

C. Final Quantity Calculations

The quantities will be updated based on changes made to the plans after the pre-final stage.

D. Final Estimate of Cost and Construction

The estimates will be updated based on the revised quantities.

E. Final QC/QA Review

Prior to the final submittal a second QC/QA review of the plans and special provisions will be performed according to our documented Quality Control/Quality Assurance Plan.



Item No. 6 - Project Administration, Coordination and Permits

A. Project Administration

This item includes project setup, monthly invoicing, preparation of status reports, and internal project team coordination meetings.

B. Project Submittals

As noted above, we will make the necessary document submittals, and follow through with each agency in regards to their review comments or arrange a review meeting to discuss plan changes necessary to resolve conflicts if possible.

C. Load Rating

If a latex concrete overlay is selected, a load rating will be prepared in accordance with IDOT's Circular Letter 2017-16. (A latex concrete overlay will increase the dead loading on the bridge whereas a thin polymer overlay will not.)

D. CN Railway Coordination and Permitting

The bridge carries Hoffman Boulevard over the railroad currently owned and operated by the CN Railway. We anticipate the need for a permit to perform the work on the abutments and the deck over the tracks. We will submit the pre-final plans to the railroad and will address their comments prior to completion of the final plans.

E. IDOT Coordination

If a closure of Hoffman Boulevard is chosen as part of the project staging, it is anticipated that Higgins Road (IL 72) will be used as part of the detour route. This will require the following:

- **IDOT Detour Committee** - The detour route will need to be presented at one of District One's monthly Detour Committee meetings. We will prepare exhibits and make the presentation to the committee.
- **Traffic Permit** – After conceptual approval of the detour route, the detailed detour plan will need to be reviewed and approved through IDOT – Permits.

F. Bidding Assistance

We will be available to respond to questions submitted to the Village by contractors. We will also review the bids received and prepare a letter of recommendation to award.

G. Pre-Construction Meeting Attendance

We will attend the pre-construction meeting at the Village to answer any questions regarding the project.

The following items are specifically excluded from the scope of this project:

- Railroad permit fees
- Shop drawing reviews
- MWRD permitting



Proposal to Furnish Professional Engineering Services for
Hoffman Boulevard Bridge - Phase II

Village of Hoffman Estates | Date: August 11th, 2023

COST ESTIMATE OF CONSULTANT SERVICES

Task	Personnel & Hours						Total Hours	% of Hours	Labor Cost	
	Director of Design Services	Senior Project Manager	Engineer II	Chief Structural Engineer	Structural Engineer IV	CAD Technician				Resident Engineer V
	\$86.00	\$70.00	\$34.00	\$85.00	\$47.50	\$40.25	\$61.00			
1 Data Collection and Early Coordination	0	3	3	6	9	8	0	29	4.8%	\$ 1,571.50
2 Preliminary (30%) Engineering	0	5	20	7	24	0	0	56	9.2%	\$ 2,765.00
3 Pre-Final (90%) Engineering	4	38	152	51	128	0	4	377	62.1%	\$ 18,831.00
4 Final (100%) Plans, Special Provisions and Estimates	4	15	24	13	15	0	2	73	12.0%	\$ 4,149.50
5 Project Administration, Coordination and Permits	2	25	16	9	20	0	0	72	11.9%	\$ 4,181.00
Total	10	86	215	86	196	8	6	607		
Total Labor										\$ 31,498.00
Overhead (1.2055 x Labor)										\$ 37,970.84
Fixed Fee (0.15 x (Labor + Overhead))										\$ 10,420.33
Direct Costs and Subconsultants										\$ 100.00
Total Engineering Cost:										\$79,989.16



Proposal to Furnish Professional Engineering Services for
Hoffman Boulevard Bridge - Phase II

Village of Hoffman Estates | Date: August 11th, 2023

WORKHOURS

Item No.	Task	Personnel & Hours							Total Hours	% of Hours
		Director of Design Services	Senior Project Manager	Engineer II	Chief Structural Engineer	Structural Engineer IV	CAD Technician	Resident Engineer V		
1	Data Collection and Early Coordination									
A.	Initial Meeting with Village		1		1				2	6.9%
B.	Obtain/Update and Review Record Data			1	1	1			3	10.3%
C.	Drone Survey						8		8	27.6%
D.	Field Visit and Bridge Delamination Survey		2	2	4	8			16	55.2%
	Sub-total Item 1	0	3	3	6	9	8	0	29	100.00%
2	Preliminary (30%) Engineering									
A.	Technical Memo		2	12	4	16			34	60.7%
B.	Preliminary Quantity Calculations and Estimate of Cost		2	8	2	8			20	35.7%
C.	Review meeting		1		1				2	3.6%
	Sub-total Item 2	0	5	20	7	24	0	0	56	100.00%
3	Pre-Final (90%) Engineering									
A.	Plan Base Sheet Preparation			4					4	1.1%
B.	Pre-Final (90%) Plans									
	Cover Sheet	1	1	2					3	0.8%
	Index of Sheets and List of State and Local Standards	1	1	2					3	0.8%
	General Notes and List of Commitments	1	1	2					3	0.8%
	Summary of Quantities	6	1	2					3	0.8%
	Typical Sections	1	2	8					10	2.7%
	Alignment and Benchmarks (1"=100')	1	1	4					5	1.3%
	Roadway Plan and Profile (1"=20')	1	4	24					28	7.4%
	Stages of Construction - Sequences and Typical Sections	1	4	24					28	7.4%
	Stages of Construction (2 stages) (1"=50')	1	4	40					44	11.7%
	Detour Plan	1	2	12					14	3.7%
	Structural Plans									
	General Plan and Elevation				8	20			28	7.4%
	General Data and Construction Staging Details				8	20			28	7.4%
	Bridge Deck Repair and Overlay Details				8	24			32	8.5%
	Approach Slab Repair and Overlay Details				8	24			32	8.5%
	Miscellaneous Bridge Repair Details				8	28			36	9.5%
	Project Specific Construction Details	1	1	4					5	1.3%
	IDOT and Village Standard Construction Details	5	1	4					5	1.3%
C.	Pre-Final Special Provisions		8	4	4	4			20	5.3%
D.	Pre-Final Quantity Calculations		4	16	2	4			26	6.9%
E.	Pre-Final Estimate of Cost and Construction Time		2		2	4			8	2.1%
F.	Pre-Final QC/QA Review		4		2			4	10	2.7%
G.	Project Review Meetings		1		1				2	0.5%
	Sub-total Item 3	4	38	152	51	128	0	4	377	100.00%



Proposal to Furnish Professional Engineering Services for
Hoffman Boulevard Bridge - Phase II

Village of Hoffman Estates | Date: August 11th, 2023

WORKHOURS (CONTINUED)

Item No.	Task	Personnel & Hours							Total Hours	% of Hours
		Director of Design Services	Senior Project Manager	Engineer II	Chief Structural Engineer	Structural Engineer IV	CAD Technician	Resident Engineer V		
4	Final (100%) Plans, Special Provisions and Estimates									
A.	Final Plans	2	8	16	4	12			42	57.5%
B.	Final Special Provisions		4		4				8	11.0%
C.	Final Quantity Calculations		2	8	2	2			14	19.2%
D.	Final Estimate of Cost and Construction Time		1		1	1			3	4.1%
E.	Final QC/QA Review	2			2			2	6	8.2%
	Sub-total Item 4	4	15	24	13	15	0	2	73	100.00%
5	Project Administration, Coordination and Permits									
A.	Project Administration	2	4						6	8.3%
B.	Project Submittals		2	4					6	8.3%
C.	Load Rating				4	20			24	33.3%
D.	CN Railway Coordination and Permitting		8	8	4				20	27.8%
E.	IDOT Coordination		8	4					12	16.7%
F.	Bidding Assisance		2						2	2.8%
G.	Pre-Construction Meeting Attendance		1		1				2	2.8%
	Sub-total Item 5	2	25	16	9	20	0	0	72	100.00%
	Total Hours:	10	86	215	86	196	8	6	607	
	% of Hours:	1.6%	14.2%	35.4%	14.2%	32.3%	1.3%	1.0%	100.0%	



Proposal to Furnish Professional Engineering Services for
Hoffman Boulevard Bridge - Phase II

Village of Hoffman Estates | Date: August 11th, 2023

DIRECT COSTS

DIRECT COSTS	
ITEM 1 - Shipping Allowance	
	\$100.00
Total Item 1	\$100.00
TOTAL DIRECT EXPENSES:	\$100.00

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request authorization to award a contract for the installation of a Variable Frequency Drive at Abbey Wood Pump Station to Marc Kresmery Construction LLC, Elgin, IL (sole bid), in an amount not to exceed \$108,500.

MEETING DATE: August 21, 2023

COMMITTEE: Public Works and Utilities

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

BACKGROUND: Abbey Wood Pump Station, located at 1775 Abbey Wood Drive and constructed in 1972, pumps water into the distribution system from two connected reservoirs with a combined capacity of six million gallons of water storage. The station has three high-service pumps (HSP3, HSP4, and HSP5) each rated at 150 horse power with a capacity of 3,000 gallons per minute.

HSP3 and HSP4 were installed in 1972 and operate using obsolete controllers that are over 50 years old. These valve controllers leak on a frequent basis and have a delayed response from SCADA commands. In contrast, HSP5 was installed in 1992 and operates using more modern technology such as a butterfly valve and silent check valve. In 2020, a variable frequency drive (VFD) was installed on HSP5 to improve the operation and efficiency of the pump.

A VFD is an electrical component that allows the pump to control pressure by operating at variable speeds based on system need. VFDs offer precise control over the pump's output, resulting in a softer start and stop which reduces stress on the motor, extending the lifespan of the pump and improving operating efficiency. This level of control also greatly reduces the potential of water hammer due to pumping starts, an effect that occurs inside of water mains when the system pressure fluctuates too quickly. Once installed, VFDs on all three high-service pumps will improve SCADA command functionality, system reliability, and operator control.

In 2022, a consulting engineer recommended installation of VFDs on the remaining two high-service pumps, in addition to upgrades to their valves and valve controllers. HSP4 also requires a replacement motor and pump to become compatible with a VFD.

In order to maintain system redundancy, it is inadvisable to complete the HSP3 and HSP4 upgrades concurrently. The work on HSP3 is scheduled to be completed in 2023. Due to additional work and time required to install a VFD on HSP4, this work is proposed for 2024.

DISCUSSION:

In July 2023, the Village solicited bids for the installation of a VFD and related valve and controller upgrades on HSP3. In August 2023, a single bid was received from Marc Kresmery Construction LLC (\$108,500). While the bid exceeds the budget estimate originally prepared in 2022, Staff reviewed the bid and found Marc Kresmery Construction to be a responsible bidder. Staff also contacted other firms that perform this type of work and found that these firms are experiencing staffing shortages and could not manage the workload. A summary of the sole bid is included as an appendix to this memorandum.

Marc Kresmery Construction has completed a number of projects for the Village in recent years and has performed satisfactory work, including installation of grinders at WDA and Moon Lake Lift Stations and the rehabilitation of Chippendale Lift Station. Due to increasing costs of materials and labor, Staff does not believe rebidding will produce a lower cost for this project. Therefore, Staff is recommending award of the contract to the sole bidder.

FINANCIAL IMPACT:

There is \$80,000 in the 2023 Capital Improvements Program for this project (HSP3 upgrades). Other Water Fund CIP projects will be rescheduled into future years to obtain the necessary funds in excess of the budgeted amount (\$28,500).

RECOMMENDATION:

Request authorization to award a contract for the installation of a Variable Frequency Drive at Abbey Wood Pump Station to Marc Kresmery Construction LLC, Elgin, IL (sole bid), in an amount not to exceed \$108,500.

APPENDIX – Bid Tabulation

VILLAGE OF HOFFMAN ESTATES, ILLINOIS TABULATION OF BIDS			
2023 Abbey Wood Pump Station VFD Installation			
Bid Opening Date:	Thursday, August 10, 2023	Marc Kresmery Construction LLC Elgin, IL	
Bid Opening Time:	10:00 AM		
Attended By:	Haileng Xiao		
Title:	Superintendent of Water & Sewer		
Proposal Guarantee:	Bid Bond or Check; 5%	Bid Bond	5%
	Completed Required Forms:	Yes	
Service		Lump Sum	
New valve installation on high-service pump #3 (HSP3)		\$53,500	
Removal of old starter and ancillary items in MCC cabinet on HSP3		\$2,500	
Installation of a VFD on HSP3		\$23,500	
SCADA Integration		\$26,000	
Contingency		\$3,000	
		Total Sum:	\$108,500



HOFFMAN ESTATES
DEPARTMENT OF PUBLIC WORKS

CONTRACT

1. THIS AGREEMENT, made and concluded the _____ day of _____ (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 _____ (name of firm), their executors, administrators, successors, or assigns, known as the party of the second part.
2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Bid/Proposal Documents hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Village Representative under it.
3. The party of the second part agrees to abide by all OSHA, IDOL and MUTCD safety requirements and all laws and statutes of the State of Illinois including but not limited to the Prevailing Wage Act (if applicable). Prevailing rates of wages are revised by the Illinois Department of Labor and are available on the Department's official website.
4. And it is also understood and agreed that the Instructions to Bidders, General Conditions, Specifications, Scope of Services, 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:

Clerk
(Seal Below)

The Village of Hoffman Estates

By: _____
Party of the First Part

MARC KRESMERY
(If a corporation) **CONSTRUCTION LLC**

Corporate Name

President, Party of the Second Part
Manager
(If a Co-Partnership)

Co-Partner

Co-Partner

Doing business under the firm name,
Party of the Second Part
(If an individual)

Party of the Second Part

Attest:

Debrah A. Ventre
Secretary
Controller

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

VILLAGE OF HOFFMAN ESTATES
PROPOSAL FORM

The undersigned, having examined all bid documents and conditions affecting the requested services, agrees to furnish all labor, equipment, and material and perform said work in accordance with the specifications thereof. Product specification sheets, as pertaining to the proposed equipment, have been included with this proposal form.

There must be enclosed herein a bid bond or cashier's check in the amount of 5% of the base bid, as stipulated under the instructions to bidders. It is understood that the Village of Hoffman Estates reserves the right to waive any formality in, or to reject in whole or in part, any and/or all bids.

Name of Bid: 2023 Abbey Woods Pump Station VFD Installation
Company Name: MARC KRESMERY CONSTRUCTION LLC
Bidder Name (print): Marc Kresmery
Title: Manager
Business Address: MARC KRESMERY CONSTRUCTION LLC
1725 WELD RD.
ELGIN, IL 60123
Email Address: marc@kresmery.com
Telephone: (847)429-0909
Signature: [Signature] Date: 8/10/2023

PROPOSAL:

All-inclusive sum for the project, as specified in the scope of work: \$ 108,500⁰⁰

NOTE: An itemized list of costs must be provided on the unit price form on the following page. All work proposed under the terms of this bid must be completed before December 31, 2023.

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

PROPOSAL FORM
2023 ABBEY WOOD PUMP STATION VFD

1. New valve installation on high-service pump #3 (HSP3)
 - a. Remove 14" butterfly valves
 - b. Remove valve controller and piping
 - c. Install 14" globe check valves
 - d. Install 14" butterfly valves
 - e. Install new piping and connections
 - f. Refer to specifications for additional details

LUMP SUM: \$ 53,500⁰⁰

2. Remove old starter and ancillary items in MCC cabinet on HSP3
 - a. Refer to specifications for additional details

LUMP SUM: \$ 2,500

3. Install VFDs on HSP3
 - a. Refer to specifications for additional details

LUMP SUM: \$ 23,500

4. SCADA integration
 - a. Refer to specifications for additional details

LUMP SUM: \$ 26,000

5. Contingency

LUMP SUM: \$ 3,000

TOTAL BID AMOUNT: \$ 108,500

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

**MARC KRESMERY CONSTRUCTION LLC
1725 WELD RD.
ELGIN, IL. 60123**

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

Signed: _____

Name/Title: Marc Kresmery, Manager (please print)

Date: 8/10/2023

Attest: Deborah A Ventre (Notary Public)

Commission Expiry: 7/18/2025

Date: 8/10/2023



(SEAL)

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

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

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

**MARC KRESMERY
CONSTRUCTION LLC**

(Name of Contractor)

[Signature], Manager
(Title)
Marc Kresmery

Subscribed and sworn to before me this 10th day of August, 2023.

My Commission expires: 7/18/2025

[Signature]
(Notary Public)



(SEAL)

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

Owner	Project	Contact
South Elgin	Water Filter Repairs Thornwood Electrical Modifications (2021) Crane Road Grinder Installation Thornwood Lift Station Repairs Well #7 Media & Tonka Tank Modifications	Matthew Haberstich mhaberstich@souhelgin.com 10 North Water Street South Elgin, IL 60177 (847) 695-2742
Fox River Water Reclamation District	Excess Flow Disinfection Improvements Taly Park Lift Station Biosolid Storage Building No. 1 (General Contractor) Reconfiguration of site to include demolition of concrete slab & construction of a 31,000 SF erected metal building, including footings, walls & storm sewer North Water Reclamation Facility Disinfection Installation of 7 pumps & flowmeter vault Miscellaneous Work North Plant Sludge Transfer Station Rehabilitation Modifications to existing blower building, installation of 2 pumps & forcemain within treatment plant site including actuators, electrical work and restoration	Beth Vogt bvogt@frwd.com 1957 N LaFox Street South Elgin, IL 60177 (847) 742-2068
Lake In The Hills Sanitary District	Miscellaneous repairs (through 2022) Aerobic Digester #3 Biosolids Management Improvements (General Contractor) Construction of metal building, including steel frame, insulated walls & roof, masonry base wall around the perimeter. Install new concrete foundation for building Install sanitary sewer & restoration Lift Station Rehabilitations (3) Miscellaneous T&M Work <i>In 2006, received a Resolution Recognizing Exemplary Efforts Award</i>	Tamara Mueller tmueller@lithsd.com 515 Plum Street LITH, IL 60102 (847) 658-5122
Village of Mount Prospect	Lincoln We Go Relief station Rehabilitation (2022) Lincoln Relief Sewer Rehabilitation (2021) Louis Street Relief Station Reconstruction (2017) William Street Relief Station Reconstruction (2017) George St South Sanitary Relief Station (2014)	Casey Bottermann CBotterm@mountprospect.org 50 S Emerson Street Mount Prospect, IL 60056 (847) 875-0883
City of Crystal Lake	Pump Station #16 Rehabilitation (2022) Sand Separator Replacement Biosolid Building (General Contractor) We used value engineering to provide a 20,000 SF completely new building. Work included demo of existing building and construction of an erected metal building. Original plans were to repair & paint existing structure	Dan Langguth dlangguth@crystallake.org 100 W Woodstock St PO Box 597 Crystal Lake, IL 60014 (815) 356-3700
City of Naperville	Summerfield Lift Station Rehabilitation (2022) Cress Creek Groundwater Pump Station Carrollwood Lift Station Tertiary Filter Renovations (General Contractor) Addition & modification to 6 filter cells including demolition, concrete work, installation of new drains. Remove and replace media & retoration	Jason Xi XiJ@naperville.il.us 3612 Plainfield/Naperville Rd Naperville, IL 60564 (630) 420-6702
City of St Charles	7th Ave & Division Lift Station Rehabilitation Wildrose Siphon Royal Fox Lift Station Rehabilitation Miscellaneous Work Siphon Rehabilitation (3 projects) MKCLLC was the only company willing to submit a bid on this project due the complexity of the project which required the contractor to determine how to repair the siphons	John Lamb JLamb@stcharlesil.gov 2 East Main Street St Charles, IL 60174 (630) 377-4400
City of Elgin	Watermain & Lift Station Rehabilitation Projects (7 projects) Miscellaneous T&M Work	Nora Bertram bertram_n@cityofelgin.org 150 Dexter Court Elgin, IL 60120 (847)931-6744
City of Geneva	Install muffin monster (2022) River Street Lift Station-Access covers & guide rails Installation of Muffin Monster, Control Panel & By Pass	Bob Van Gysegghem bvangysegghem@geneva.il.us 1800 South Street Geneva, IL 60134 (847) 742-7520
Elk Grove Village	2021 Lift Station Rehabilitation (completed in 2022) Landmeier Storm Lift Station (2020) Nerge & Rohlwing Lift Station (2019)	Bryan Grippo bgrippo@elkgrove.org 901 Wellington Ave Elk Grove Village, IL (847) 629-6610
Prairie Path Water Company	Killarney-back up generator, floating decanter pump & other items Feison Creek Building & Tank - Construction of hydropneumatic tank, building, pump station & underground storage reservoir Iron Removal System-Lake Killarney Water System This project included installation of iron filter equipment, building modifications, piping connections, electrical connections testing and all other apurtenances for a complete system.	Mike Miller MAMiller@uiwater.com (847) 897-6499 2335 Sanders Road, Northbrook, IL 60062



VILLAGE OF HOFFMAN ESTATES
Department of Public Works

BID DOCUMENTS

2023 ABBEY WOOD PUMP STATION VFD INSTALLATION

BID OPENING DATE:	August 10, 2023
BID OPENING TIME:	10:00 AM
PRE-BID TOUR:	Scheduled Upon Request
BID DEPOSIT:	Bid bond or cashier's/certified check for 5% of bid amount
PERFORMANCE BOND:	100% of total bid award (upon award of contract only)

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 bids for the installation of variable frequency drives at Abbey Wood Pump Station. I appreciate your interest in participating in our bid process and call your 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.

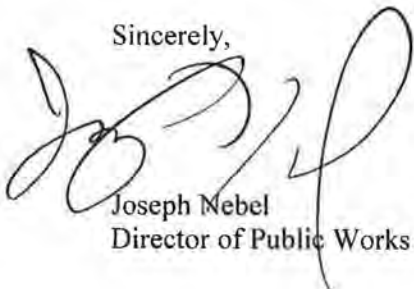
Please note the following are required:

- a) A bid bond or cashier's check for 5% of the bid amount.
- b) A performance bond in the amount of 100% of the total bid award (upon award of the contract).

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 Haileng Xiao, Water and Sewer Superintendent, at Haileng.Xiao@vohe.org. All questions must be submitted in writing.

Sincerely,



Joseph Nebel
Director of Public Works

NOTICE TO BID

VILLAGE OF HOFFMAN ESTATES
Hoffman Estates, IL. 60169

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

2023 Abbey Wood Pump Station VFD Installation

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 **10:00 AM, August 10, 2023**. All bids will be publicly opened immediately thereafter.

It is the responsibility of the bidder to meet the specified opening time; 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 ("2023 Abbey Wood VFD")
Date and Time of Bid 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 Haileng Xiao, Water and Sewer Superintendent, at Haileng.Xiao@vohe.org.

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.

July 24, 2023
DATE


Bev Romanoff, Village Clerk

TO BE PUBLISHED ON July 27, 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 bidding on this contract, no action has occurred that would result in a violation of 720 ILCS 5/33E, Public Contracts of the Illinois Criminal Code.

Signed: _____

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 this _____ day of _____, 2023.

My Commission expires: _____

(Notary Public)

(SEAL)

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



HOFFMAN ESTATES

DEPARTMENT OF PUBLIC WORKS

CONTRACT

1. THIS AGREEMENT, made and concluded the ____ day of _____ (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 _____ (name of firm), their executors, administrators, successors, or assigns, known as the party of the second part.
2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Bid/Proposal Documents hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Village Representative under it.
3. The party of the second part agrees to abide by all OSHA, IDOL and MUTCD safety requirements and all laws and statutes of the State of Illinois including but not limited to the Prevailing Wage Act (if applicable). Prevailing rates of wages are revised by the Illinois Department of Labor and are available on the Department's official website.
4. And it is also understood and agreed that the Instructions to Bidders, General Conditions, Specifications, Scope of Services, 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:

 Clerk
 (Seal Below)

Attest:

 Secretary

The Village of Hoffman Estates

By: _____
 Party of the First Part
(If a corporation)

 Corporate Name

 President, Party of the Second Part
(If a Co-Partnership)

 Co-Partner

 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 all bid documents and conditions affecting the requested services, agrees to furnish all labor, equipment, and material and perform said work in accordance with the specifications thereof. Product specification sheets, as pertaining to the proposed equipment, have been included with this proposal form.

There must be enclosed herein a bid bond or cashier's check in the amount of 5% of the base bid, as stipulated under the instructions to bidders. It is understood that the Village of Hoffman Estates reserves the right to waive any formality in, or to reject in whole or in part, any and/or all bids.

Name of Bid: _____

Company Name: _____

Bidder Name (print): _____

Title: _____

Business Address: _____

Email Address: _____

Telephone _____

Signature _____ Date _____

PROPOSAL:

All-inclusive sum for the project, as specified in the scope of work: \$ _____

NOTE: An itemized list of costs must be provided on the unit price form on the following page. All work proposed under the terms of this bid must be completed before December 31, 2023.

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

PROPOSAL FORM
2023 ABBEY WOOD PUMP STATION VFD

1. New valve installation on high-service pump #3 (HSP3)
 - a. Remove 14" butterfly valves
 - b. Remove valve controller and piping
 - c. Install 14" globe check valves
 - d. Install 14" butterfly valves
 - e. Install new piping and connections
 - f. Refer to specifications for additional details

LUMP SUM: \$ _____

2. Remove old starter and ancillary items in MCC cabinet on HSP3
 - a. Refer to specifications for additional details

LUMP SUM: \$ _____

3. Install VFDs on HSP3
 - a. Refer to specifications for additional details

LUMP SUM: \$ _____

4. SCADA integration
 - a. Refer to specifications for additional details

LUMP SUM: \$ _____

5. Contingency

LUMP SUM: \$ 3,000

TOTAL BID AMOUNT: \$ _____

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

BIDDER NOTE: List five (5) references where like-services have been performed in comparable scope. Municipal references are preferred. References are mandatory.

BUSINESS NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

APPROXIMATE DATE: _____

BUSINESS NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

APPROXIMATE DATE: _____

BUSINESS NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

APPROXIMATE DATE: _____

BUSINESS NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

APPROXIMATE DATE: _____

BUSINESS NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

APPROXIMATE DATE: _____

**2023 ABBEY WOOD PUMP STATION VFD INSTALLATION
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.

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:

<u>Type of Insurance</u>	<u>Liability Limits</u>	
	<u>Occurrence</u>	<u>Each</u>
GENERAL LIABILITY		Aggregate
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 statute 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 applies 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-1. 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 to 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 follows 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-11

- 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 any 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)

2023 ABBEY WOOD PUMP STATION VFD INSTALLATION SCOPE OF SERVICES AND SPECIFICATIONS

Provide the Village with a separate stand-alone lump sum cost for labor and materials to install one variable frequency drive (VFD) for one 150 HP pump/motor and all associated services at Abbey Wood Pump Station.

DESCRIPTION

Abbey Wood Pump Station, constructed in the 1970s, is the primary high-service pump station in the Village. This station pumps water into the distribution system from two 6 million gallon reservoirs via 24" pipe connections. Reservoir levels are controlled by a 24" Ross altitude valve. The station originally had two Aurora Domestic booster pumps (HSP3 and HSP4) with a controller (actuator) on each discharge check valve. There is no silent check valve on the discharge mains for the two pumps, requiring the discharge check valve to open and close as each pump turns on and off. The two valve controllers are over 50 years old and leak when pumps are running. Recent work completed on HSP3 includes windings that inverter-duty rated.

In the early 1990s, a third pump (HSP5 – 150 HP) was installed with a butterfly valve and silent check valve. In 2020, a VFD was installed for HSP5 to prevent pressure surge and water hammer in the distribution system. HSP5 was selected for a VFD because it has the newest motor and the discharge line has a silent check valve and an isolation valve. The VFD installed for HSP5 is a ABB 150HP 480V NEMA 1 ACQ580 VFD with flange mounting.



HSP5 with isolation and check valves

Information from Name Plate for HSP3 and HSP4 motor: HP: 150; MFR: MARATHON; RPM: 1,780; MODEL: 444 TTD57344AA1; Voltage: 440; Amps: 183; TYPE: TDSBP

WORK ITEMS REQUESTED

1. Removal of existing valves with controllers, ancillary equipment, and piping associated with the valve controller on HSP3. Installation of two 14" flange butterfly valves (one for suction side and one for discharge side) and 14" globe-style silent check valve (discharge side) on HSP3. Installation of one section of 14" pipe with connections on existing vertical piping, as needed for valve installation work.

Material items that may be needed:

- (1) 14" flange globe-style silent check valve
 - (2) 14" flange butterfly valve
 - (1) 14x6" flange x flange spool
 - (1) 14" uni-flange for steel w/ nuts and bolts
 - (6) 14" flange accs – zinc coated nuts and bolts
 - (1) 1x10" threaded rod (if necessary)
 - (3) 1" Duc Lugs
 - (8) 1" heavy hex nuts – zinc
- Miscellaneous items, as needed

2. Removal of existing started and equipment located inside of the existing MCC cabinet for HSP3.
3. Installation of variable frequency drive on HSP3.

The VFD is to be ABB 150HP 480V NEMA 1 ACQ580 with flange mounting kit, or approved equal.

Material and programming needed:

- ABB VFD, wall mount base, normal duty, frame R7, 380-480V, 180A, 3ph, 150HP, 86.4 kW, Ht Diss: 23456W-8005BTU/HR, UL NEMA1
 - Door mounting kit for VFD keyboard
 - Flange mounting kit for VFD
 - Fuse block, class J, 3 poles, 400A (200A-400A AJ4 type fuses)
 - Fuse, Class J – fast acting 600VAC, 300A, UL
 - Control transformers with fusing, 250VA, relays, and sockets
 - Terminal blocks, wire, din rail
 - Provide VFD auto, run, fault status control system
 - o Accept a dry contact remote stat signal from the pump control panel
 - o Accept analog speed reference from the pump control panel or speed preset upon run request
 - o Furnish and install new cabling and components within the cabinet, as required
 - o Provide certified drive commissioning services
 - o Factory certified startup, including one-year additional warranty, to be performed by engineers certified and trained by the VFD manufacturer
 - o Proposal to include PCL programming and integration to be performed by a mutually approved SCADA professional
4. SCADA integration for the new VFD – SCADA integration and equipment provided by SCADA provider

- Schedule a pre-startup conference with the General Contractor and relevant sub-contractor, and Owner, at least one day prior to scheduled startup.
- Complete the following instrumentation, control, and SCADA-related items prior to startup
 - o Install and calibrate all instruments
 - o Complete input/output point checks for all control panels
 - o Complete field/device-level network cabling, configuration, and testing
 - o Complete PLC/computer network cabling, configuration, and testing
 - o Complete SCADA data register coordination between the System Integrator and manufacturer's representatives
 - o Ensure alarm systems are operational
 - o Verify operators are receiving notification of alarms
- New VFD and pump is to be operated without problems for a period of 14 consecutive days prior to Owner's acceptance of the facility.

ADDITIONAL REFERENCE PHOTOS

The following pictures are provided for reference.



HSP3 Discharge Check



HSP3



Abbey Wood Pump Station pumps



HSP3 and HSP4 controls



HSP3 motor nameplate

2023 ABBEY WOOD PUMP STATION VFD INSTALLATION 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 both alternates 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.

OPTIONAL PRE-BID WALKTHROUGH

A tour of the pump station can be arranged, upon request, to provide bidders an opportunity to see site conditions and ask questions about specifications and bid requirements. Contact Haileng Xiao, Water and Sewer Superintendent, at Haileng.Xiao@vohe.org to schedule a pre-bid walkthrough.

BID SECURITY DEPOSIT REQUIREMENTS

A bid bond or cashier's check for 5% of the bid amount is required.

PERFORMANCE BOND REQUIREMENTS

Prior to execution of the Contract, the successful Bidder shall furnish surety bonds covering the faithful performance of the Contract, and the payment of all obligations arising there under, in the amount of 100% of the total bid award (upon award of contract). Cost of furnishing such bonds shall be included in the Bid.

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request authorization to:

- a) Waive formal bidding (due to joint purchasing contract) and place an order for three replacement vehicles (Units #21, #22, and #C79) from Currie Motors, Frankfort, IL, via the Suburban Purchasing Cooperative, in an amount not to exceed \$141,960;
- b) Waive formal bidding (due to vehicle scarcity) and place an order for three replacement vehicles (Units #37, #46, and #48) direct from Currie Motors in an amount not to exceed \$161,600;
- c) Grant the Village Manager authority to approve change orders associated with this request, as needed, in a total amount not to exceed \$12,000.

MEETING DATE: August 21, 2023

COMMITTEE: Public Works & Utilities

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

BACKGROUND: The Village regularly purchases vehicles through cooperatives, such as the Suburban Purchasing Cooperative (SPC), in order to realize economies of scale and obtain competitive pricing. However, due to supply chain constraints, it continues to be challenging to obtain vehicles through any avenue, including SPC. In some cases, the orders that were placed have been substantially delayed and/or canceled.

In the 2022 Capital Improvements Program (CIP), Units #21 and #C79 (Ford F-150s) were approved for replacement. However, Ford F-series pickup trucks were unavailable to be ordered in 2022 and through July of 2023. Due to this unavailability, orders for these vehicles have not yet been placed.

Supply chain shortages are expected to continue into 2024, impacting vehicle requests in the proposed 2024 CIP including Unit #22 (F-250), Unit #37 (F-350), and Units #46 and #48 (F-550s).

In response to the current market and lack of vehicle availability, Staff continues to pursue alternative methods of obtaining vehicles including purchasing cooperatives or direct from dealerships. Different makes and models are also being considered in an effort to expand opportunities to replace existing aged vehicles.

DISCUSSION: *Light-duty Pickup Trucks (Units #21, #C79, and #22)*

As Ford F-series models continue to be difficult to obtain through the SPC, a comparable Chevrolet model is available – the Chevy Silverado.

DISCUSSION (continued):

None of the three vehicles referenced above are utilized during snow and ice operations, nor do they have special-use cases that require a specific vehicle make and model. The Chevy Silverado meets similar specifications for the intended use and is supported by staff mechanics. The SPC contract for Chevy Silverados is currently awarded to Currie Motors.

Heavy-duty Pickup Trucks (Units #37, #46, and #48)

Currie Motors has offered to include the Village in a special purchase with Ford utilizing a limited-time ordering window. The Village has the opportunity to place orders for replacement units #37, #46, and #48 directly with Currie at a lower cost than what has been offered through the SPC low bid price.

FINANCIAL IMPACT:

There is a combined \$405,450 identified in the 2022 and 2024 Capital Improvements Program for the replacement of Units #21, #22, #37, #46, #48, and #C79. The following table details what has been budgeted for each vehicle, as well as the current quote to order each vehicle using the requested method.

	Unit 21	Unit 22	Unit 37	Unit 46	Unit 48	Unit C79	Total
Budget	\$45,000	\$80,000	\$60,000	\$110,000	\$80,000	\$30,450	\$405,450
Proposed Purchase	\$44,113	\$53,731	\$52,908	\$54,345	\$54,345	\$44,113	\$303,555
Remaining for Up-fitting	\$887	\$26,269	\$7,092	\$55,655	\$25,655	(\$13,663)	\$101,895

Remaining funding will be used for up-fitting of each vehicle; Staff will return with a separate request for up-fitting at a future meeting of the Committee. Therefore, Staff has requested a total combined funding amount not to exceed \$303,560. However, change orders, pricing adjustments, or additional fees have become common with recent vehicle purchases. Included in this memorandum is a request to authorize the Village Manager to approve change orders in a total combined amount not to exceed \$12,000. It is estimated that the cost of both the chassis purchases and up-fitting will end up approximately \$38,000 over the original budgeted amounts as a result of recent increases in pricing for both vehicles and up-fitting components.

RECOMMENDATION:

Request authorization to:

- a) Waive formal bidding (due to joint purchasing contract) and place an order for three replacement vehicles (Units #21, #22, and #C79) from Currie Motors, Frankfort, IL, via the Suburban Purchasing Cooperative, in an amount not to exceed \$141,960;
- b) Waive formal bidding (due to vehicle scarcity) and place an order for three replacement vehicles (Units #37, #46, and #48) direct from Currie Motors in an amount not to exceed \$161,600;
- c) Grant the Village Manager authority to approve change orders associated with this request, as needed, in a total amount not to exceed \$12,000.

Note: Detailed back up sheets are available in the white Public Works & Utilities binder in the Trustee's ante room.

APPENDIX – Vehicle Details

Unit #21 is a 2011 Ford F-150 with 89,600 miles used primarily by the Water Customer Service and Water Maintenance and Construction divisions.



Unit #22 is a 2001 Ford F-250 with 20,700 miles used by the Fleet Services division to conduct emergency field repairs.



Unit C79 is a 2007 Ford F-150 with 131,750 miles used by the Development Services (Code) Department.



Unit #37 is a 2012 Ford F-350 with 62,600 miles used by the Forestry division. This vehicle is also a front-line plow truck for cul-de-sacs.



Unit #46 is a 2009 Ford F-550 with 86,850 miles used by the Customer Service division. This vehicle is also a front-line plow truck for cul-de-sacs and parking lots.



Unit #48 is a 2002 Ford F-550 with 90,100 miles used by the Traffic Operations division. This vehicle is also a front-line plow truck used for cul-de-sacs and parking lots.





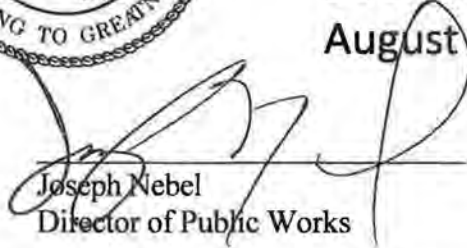
VILLAGE OF HOFFMAN ESTATES

DEPARTMENT OF PUBLIC WORKS

July 2023 MONTHLY REPORT

SUBMITTED TO: Public Works Committee

August 2023


Joseph Nebel
Director of Public Works


Kelly Kerr
Assistant Director of Public Works

MAJOR PROJECT UPDATES

Village-wide Water Distribution System Leak Survey

Project Summary: M.E. Simpson has been awarded a contract to complete a system-wide leak detection survey with work to begin in late June/early July.

Monthly Update: A project kick-off meeting was held on June 28, 2023. Work began in the Golf Center area. By the end of July, the survey is complete in the south pressure zone, covering 175 miles of water main. A total of 13 suspected leaks have been located (6 on hydrants, 2 on valves, and 5 on water mains). Further investigation and repair at these locations is ongoing.

Current Status: The system-wide leak detection survey will continue in the north pressure zone and subsequently in the west pressure zone. Staff will coordinate water system repairs, as needed.

Engineering Study – Water System Evaluation

Project Summary: Baxter & Woodman is conducting an advanced engineering study for the Village with a focus on water system configuration and current conditions covering three key areas: the viability of existing or future wells as emergency backup water supplies; potential system interconnection with neighboring communities; and condition assessment of existing water and sewer tollway utility crossings with the potential to install additional crossings in the future. This study will assist staff in planning related capital improvements.

Monthly Update: Staff has completed review of the 2nd draft report and provided comments to B&W. The completed work will include hydraulic modeling for water demands for the existing data center and possible second data center in north Hoffman Estates. Preliminary work has confirmed the viability of two water system interconnects with the Village of Schaumburg. Assessment of the potential for well rehabilitation is ongoing.

Current Status: B&W is working to prepare the final draft report.

Engineering for Pfizer Lift Station Improvements

Project Summary: Ciorba Group is providing engineering services in preparation for the replacement of Pfizer Lift Station. Once complete, Ciorba will assist staff in preparing plans and bid documents for the selected course of action.

Monthly Update: Staff approved a preliminary design outline for construction of a new submersible pump-style lift station. Preparation of design and bid documents is ongoing.

Current Status: Staff is awaiting responses to an RFP issued in late July. Work to complete installation of the temporary power line is ongoing.

Water System Interconnect With Palatine

Project Summary: Baxter & Woodman is managing the engineering and construction of an emergency water system interconnect at the direction of the Village of Hoffman Estates and the Village of Palatine (via intergovernmental agreement). This work included water system improvements through Little City.

Monthly Update: The contractor received approval for installation of the firewall. Final SCADA integration is ongoing.

Current Status: This project is substantially complete, pending final SCADA integration and staff training.

Huntington Road Water Main Replacement

Project Summary: HR Green is providing engineering services in preparation for the replacement of approximately 2,500 feet of 16" transmission water main along Huntington Boulevard between Lakewood and Mundhank. The completed design and engineering plans recommend installation of 2,350 feet of 18" HDPE pipe, including valves and hydrants as needed.

Monthly Update: This project is on hold pending resolution of an easement with the Cook County Forest Preserve as well as pending grant funding.

Current Status: On-hold.

Water Tower Painting – T2 and T4

Project Summary: LC United Painting Company was contracted to paint the water towers located at Stonington Blvd (T2) and Huntington Boulevard (T4). The project at T4 was completed in 2021. Due to a contract dispute with LC United, the painting project at T2 is on hold. This project may be completed by LC United or re-bid, depending on the outcome of those discussions.

Monthly Update: No progress to report.

Current Status: The painting of T4 is complete. The painting of T2 is on hold.

2023 Sanitary Sewer Rehabilitation Program and MWRD Compliance

Project Summary: Annually, the Village is required to complete various sanitary sewer system improvements to remain in compliance with requirements established by MWRD. This work primarily includes sanitary sewer and manhole rehabilitation. In 2023, Smico Contracting Group was awarded the contract to complete this work.

Monthly Update: Rehabilitation work is ongoing. Pre-construction cleaning and inspection of sewer mains is complete.

Current Status: Sanitary sewer CIPP lining, point repairs, and excavation replacements are scheduled to begin in August.

SCADA System Upgrades

Project Summary: Gray Matter Systems was awarded the contract for professional services and equipment acquisition for software and hardware upgrades to the Village’s SCADA system.

Monthly Update: Initial installation and programming of the backup firewall is complete.

Current Status: This project is complete pending final invoice.

DIVISION UPDATES

ADMINISTRATION – Director of Public Works: Joseph Nebel

1. Assisted with coordination of the 2023 Northwest Fourth Fest and parade, including: event planning; site layout and setup; event staffing; and returning sites to their pre-event condition.

CUSTOMER SERVICE – Supervisor: Kevin McGraw

Fast Action Service Team (FAST):

Fast Action Service Team (FAST)												
Customer Service Requests												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
117	135	102	197	97	102	122						872

Water Customer Service:

Customer Service Team												
Water Billing - Customer Service Appointments												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
27	25	33	19	32	24	39						199
Finance-generated Water Meter Readings												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
69	102	97	126	91	93	132						710

Delinquent Water Accounts												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
77	95	103	118	129	121	130						773
New Construction Inspections												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1	2	1	0	1	2	2						9
Customer Service Requests - Gov Q&A/Meter Repairs												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
6	7	7	5	13	14	7						59
B-box Repairs												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
4	1	2	3	7	6	0						23
MIU Installations/Replacements												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
3	5	7	7	4	7	14						47

Utility Locates:

1. Continued assisting with the 2023 Road Reconstruction Program.

Utility Locates Team												
JULIE Locates												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
223	252	385	624	871	687	579						3,621
Emergency JULIE Locates												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
23	25	20	47	58	52	35						260
Utility Joint Meets												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2	6	12	16	12	9	6						63

FACILITIES – Superintendent: Paul Petrenko

1. Replaced 4 air handler unit fan motors and blades that had failed.
2. Repaired leaking hot water pipe at Fire Station #22.
3. Replaced bearings on garage exhaust fan motor and replaced belts at PD.

Facilities												
Preventative Maintenance Program - Staff Hours												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
86	50	156	110	125	53	91						671

FLEET SERVICES – Supervisor: Joe Capiga

1. Continued preparing new/replacement vehicles for up-fitting.
2. Continued repairs on fire apparatus and police vehicles.

Fleet Services												
Preventative Maintenance Program - Number of Repairs												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
33	23	23	27	24	28	29						187
Vehicles Sent for Warranty Repair												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2	4	2	1	2	0	6						17

FORESTRY – Supervisor: Nick Lackowski

1. Continued assessing current condition of the Village's silver maple population.
2. Completed site clean up of Beverly Road medians.
3. Coordinated the contractual removal of 20 trees.

Forestry												
Customer Service Requests												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
3	23	20	26	46	54							172

MAINTENANCE AND CONSTRUCTION – Supervisor: Tyler Wintz

Storm Sewers:

1. Continued repairing various catch basins.
2. Continued preparations for the annual contractual creek maintenance program.

Storm Sewer Team												
Feet of Storm Sewer Flushed												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1,832	3,078	2,730	0	0	0	0						7,640
Catch Basin Rebuilds												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
0	0	0	0	0	8	4						12

Underground Construction:

1. Continued coordination of a Village-wide leak detection survey.
2. Continued repairing hydrants identified for service during the annual flushing program.
3. Continued water-sewer excavation site restorations.

Construction/Maintenance Team												
B-box Repair/Replacement												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1	1	1	2	2	4	0						11
Hydrant Replacement												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1	1	2	0	1	3	4						12

Valve Repair/Replacement												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2	1	2	0	1	0	0						6

Water Main/Service Line Leak Repairs												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1	3	9	4	7	2	4						30

TRAFFIC OPERATIONS – Supervisor: John Kovaka

Pavement Maintenance:

1. Coordinated the annual contract pavement marking program.
2. Assisted with water excavation site restoration.

Pavement Maintenance Team												
Tons of Hot Asphalt Installed												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
0.0	0.0	0.0	20.5	40.5	24.5	26.3						111.8

Tons of Cold Asphalt Installed												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
7.5	7.5	5.0	1.3	0.5	1.3	0.8						23.8

Sign Shop:

Sign Team												
Repaired/Replaced Signs												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
9	4	4	3	3	3	2						28

Signs Fabricated and Installed												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
59	41	125	536	191	217	133						1,302

Street Lights:

1. Installed a replacement street light pole at 631 Wainsford.
2. Assisted with site clean up of Beverly Road medians.
3. Repaired walkway lighting at Village Green.

Street Light Team												
Customer Service Requests												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1	1	3	0	1	2	2						10

Street Lights Repaired												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
16	6	5	6	12	13	5						63

WATER OPERATIONS – Supervisor: Jeremy Jahnke

Operations Team:

1. Completed temporary repair and reinstallation of pump 1 at Hampton Lift Station.
2. Assisted with water study by measuring system pressure at various fire hydrants.
3. Performed maintenance on pumps, mixers, and grinder at WDA Lift Station.
4. Replaced floats at Hampton Lift Station due to failure.
5. Completed low voltage wiring and float adjustment at Westbury Lift Station.
6. Coordinated installation, activation, and testing of rugged firewall at the Hoffman Estates - Palatine water system interconnect station.

Operations Team												
Resident Water Quality Tests												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
4	0	3	4	3	2	3						19

Sewer Flow Management:

1. Continued hydrogen sulfide treatments at University lift station. Treatments at WDA lift station are pending completion of an additional study.
2. Applied microbe treatments at various lift stations to break down fats, oils, and grease.
3. Performed a sewer main line investigation in response to a resident back-up report on Dennison.
4. Performed sanitary sewer root cutting at various location throughout the Village.

Sanitary Sewer Flow Management Team												
Sewer Lines Flushed (feet)												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
5,000	7,950	19,500	11,750	18,365	26,000	35,000						123,565
Sanitary Main Inspections (feet)												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
350	0	220	150	200	150	450						1,520

ROW Permit Tracking:

Location	Company/Contractor	Description of Work	Est. Start Date	Status
4190/4200 Sturbridge and 4140/4144 Portage	Comcast/Austen Construction	Underground installation of Comcast coaxle via directional bore. Street light cable conflict.	8/10/23	Scheduled.
4801 Hoffman Blvd	Nicor/Pipe Strong	Nicor service for new Belle Tire.	8/28/23	Pending site meet.
Beverly Rd/Becon Pointe to I-90	Western Utility	Move handholes and lower fiber for Village bike path project.	TBD	Site meeting 8/9/23.
760 Alcoa to 400 Alcoa	Intren	Remove overhead lines from rear lots Burying lines in ROW with splice boxes.	7/10/23	In progress.
Perry Ln & Pleasant St	Nicor/NPL	New gas service line.	7/10/23	In progress.
Autumn Way/Seasons Apartment Complex	Nicor	New gas service in apartment complex.	6/14/23	Tracking progress through JULIE locates.
Bedford, Cambridge, Dennison	ComEd	Install 2 new poles, 700' of underground cable, replace 2 poles, and install devices on 4 existing poles.	7/24/23	Site meet scheduled.
2500 W. Higgins Rd	AT&T/Pitano Construction	Bore and replace 953' of conduit and pull new fiber.	4/30/23	In progress.
Trillium Blvd and Prairie Stone Parkway	Everstream/All Source Directional	Installation of 493' of 2" HDPE conduit, 593' of fiber optic cable, and one communication handhole via directional bore.	4/17/23	Pending POA approval.
Pebble Beach Dr area	ComED/Intren	Replace 6,665' of underground electric cable and abandon existing cable.	3/23/23	Pending restoration work.
Beverly Rd and Trillium Blvd	ComEd/Intren	Replace 9,910' of underground electric cable and abandon existing cable.	4/5/23	In progress.
2500 W. Higgins Rd	ComEd/Intren	Replace 4,925' of underground electric cable and abandon old cable.	3/21/23	In progress.
ROW and rear lot of W. Berkley Ln and west of Spring Mill Rd	ComEd/Intren	Spacer cable installation and tie-in to improve reliability.	2/27/23	In progress.
Olmstead Dr rear easement (Opal Dr, Topaz Dr)	ComEd/Intren	Replace 1,740' of underground electric cable and abandon old cable.	1/30/23	In progress.



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

August 2023

VILLAGE PROJECT UPDATES

2022 Street Revitalization

Punch list work complete.

2023 Preventative Maintenance

Scope includes crack sealing on 27 streets. Contract awarded to Denler, Inc. on July 3. Contracts executed, awaiting scheduling of preconstruction meeting.

2023 Storm Sewer Rehabilitation Project

Contract awarded to Inliner Solutions, LLC on July 17. Awaiting execution of contract and scheduling of preconstruction meeting.

2023 Street Revitalization

Work ongoing. See attached update.

Barrington Square Town Center Sanitary Sewer

Alternative analysis report under staff review. 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, awaiting DCEO review and approval. Agreement for design engineering awarded on July 17. Kick-off meeting held July 26. Design scheduled to be completed in January 2024. Ciorba Group contracted for design engineering services.

Beverly Road Path & Resurfacing (Beacon Pointe Drive – Prairie Stone Parkway) (STP-L funding)

Draft Engineering Services Agreement and IDOT Joint Funding Agreement submitted to IDOT for review. Final plans submitted to IDOT for review. Project scheduled for a November 2023 IDOT letting. Civiltech contracted for design and construction engineering.

Bridge Inspections (2021-2022)

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

Collector Street Lighting

Preliminary engineering completed. Kick-off meeting for design engineering with Ciorba Group held on July 7. Design engineering scheduled to be completed in late fall 2023. Ciorba Group contracted for design engineering services.

Floodplain Elevation Surveying Services

Site survey work complete. Preparation of Elevation Certificates underway. Project scheduled 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. Staff completed review of an engineering services supplement per requirements from IDOT discussed at the kick-off meeting. Engineering services supplement scheduled to be presented to the Transportation & Road Improvement Committee in September. Completion of Phase 1 and design approval expected in October 2024. TranSystems contracted for preliminary engineering services.

General Surveying Services

Survey work necessary for various 2024/2025 capital project projects. Work expected to be completed in fall 2023. Doland Engineering contracted for surveying services.

Hoffman Boulevard Bridge Deck Resurfacing

Staff completed review of proposals for design engineering and is presenting recommendation to award an engineering services agreement to the Public Works & Utilities Committee on August 21.

COMMERCIAL PROJECT UPDATES**Advocate Outpatient Center – 4847 Hoffman Boulevard**

Awaiting site work permit submittal.

Belle Tire – 4801 Hoffman Boulevard

Project complete, reviewing record drawings.

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

Awaiting results of MWRD final inspection.

BP – 2598 W Higgins Road

Project complete awaiting completion of punch list items from MWRD final inspection.

ComEd Substation Expansion – 2480 Pembroke Avenue

Site work ongoing.

Dunkin Donuts – 1670 Algonquin Road

Underground utility installation substantially complete, building work ongoing. Pavement work ongoing.

H90 – 2685 Eagle Way

Site work complete. Staff reviewing record drawings.

Microsoft Data Center – 2190-2200 Lakewood Boulevard**Substation – 2200 Lakewood Boulevard****Underground Electric Installation (Pembroke – Lakewood)**

Substation permit issued awaiting scheduling of preconstruction meeting. Underground electric installation permit awaiting issuance.

Popeye's – 65 E Golf Road

Building work ongoing.

Roselle TIF Culvert Replacement

All work east of Roselle Road complete. Improvements west of Roselle Road scheduled to begin in late summer.

Starbucks – 2925 Barrington Road

Awaiting submittal of project guarantee.

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

Site paving work ongoing. Building construction ongoing. Left turn lane improvements on Moon Lake Boulevard scheduled to begin.

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

Staff completed review of underground utility CCTV and is awaiting response from comments.

MISCELLANEOUS UPDATES**Stormwater****FEMA Poplar Creek and Spring Creek FIRM and FIS revisions**

The Village received notice that the 90 day appeal period has begun. Public notification will be prepared to notify Village residents/businesses of the start of the appeal period. See attached correspondence.

925 Grand Canyon Parkway Basin

The Village is under contract with Living Waters Consultants to complete conceptual design and evaluate alternatives to address shoreline erosion concerns at this location. The scope of work also includes preparation of a grant application to potentially obtain funding for future improvements.

Meetings and Training Attended

- GoToWebinar – What's Speed Got to do With It: Speed Management Strategies (July 18) – Joe Weesner
- Northwest Council of Mayors Technical Committee (July 21) – Alan Wenderski
- IDOT Preconstruction Meeting – Culvert Repair IL 58 over Poplar Creek Tributary (July 31) – Oscar Gomez
- MWRD WMO Technical Advisory Committee (August 16) – Alan Wenderski

Engineering Site Plan Reviews

- 2 E. Higgins Road
- Jade Residences at Poplar Creek
- Beverly Properties Mass Grading
- 4847 Hoffman Boulevard – Advocate Outpatient Center
- 1165 W. Higgins Road – Belle Tire
- Bell Works Townhomes

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	1	0	1	0	0					5

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	0	0	0	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	32	26	45	53	22					273

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	27	41	37	22	21					179

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	13	2	4	1					51

2023 Street Revitalization Project Schedule Update: (Week of August 21, 2023)

RECONSTRUCTION STREETS	Start Date ¹	Pre-Construction			Construction											Landscaping			Percent Complete	
		Layout	Tree Root Pruning	Sawcutting	Concrete Removal	Asphalt Removal	Earth Excavation	Sub base Backfill	Storm Sewer	Curb & Gutter	Driveway Aprons	Sidewalks	Fine Grading	Asphalt Binder	Asphalt Surface	Striping	Backfill Topsoil	Sod & Seed		
BRIGHTON LANE Kettering Rd to Hassell Rd	4/21/2023		N/A						N/A				N/A							99%
HASSELL COURT Hassell Rd to End of Street	4/19/2023																			90%
NAVAJO LANE Newton St to Nogales St	8/29/2023																N/A			15%
PLEASANT STREET Washington Blvd to Paris Ln	8/17/2023																			25%
PRINCETON STREET Perry Ln to Orange Ln	4/26/2023																N/A			80%
												In Progress			Completed					

¹Tentative / Actual

Definition of Construction Steps:

- Layout: Village engineers evaluate existing conditions, determine removals, and complete construction staking.
- Tree Root Pruning: A circular saw machine cuts tree roots to reduce damage to the tree during construction.
- 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.

2023 Street Revitalization Project Schedule Update: (Week of August 21, 2023)

RESURFACING STREETS	Start Date ¹	Pre-Construction		Construction										Landscaping		Percent Complete	
		Layout	Sawcutting	Concrete Removal	Asphalt Removal	Storm Sewer	Curb & Gutter	Driveway Aprons	Sidewalks	Asphalt Binder	Asphalt Patching	Asphalt Surface	Striping	Backfill Topsoil	Sod & Seed		
ARROWWOOD LANE Whispering Trails Dr to Dogwood Dr	5/2/2023																99%
ASHLAND STREET Arizona Blvd to End of Street	6/12/2023																99%
BARBERRY COURT Whispering Trails Dr to End of Street	5/4/2023					N/A											99%
BARCROFT DRIVE Castaway Ln to Bradwell Rd	8/21/2023																5%
BISON LANE Providence Dr to Caribou Ln	4/21/2023									N/A		N/A		N/A			100%
BROOKSIDE DRIVE Moon Lake Blvd to 1596 Brookside Dr	4/21/2023											N/A					99%
BROOKSIDE LANE 1895 Brookside Ln to Brookside Dr	4/21/2023											N/A					99%
CANTERBURY LANE End of Street to Kelberg Ave	4/20/2023																99%
CARIBOU LANE Bison Ln to Red Oak Dr	4/21/2023									N/A		N/A		N/A			100%
CARNATION LANE Apricot St to Bluebonnet Ln	6/8/2023			N/A			N/A	N/A	N/A								99%
DENNISON ROAD Frederick Ln to Highland Blvd	5/2/2023																99%
DEXTER LANE Dovington Dr to Gannon Dr	4/25/2023											N/A					99%
DOGWOOD COURT Dogwood Dr to End of Street	4/28/2023													N/A			100%
DOGWOOD DRIVE Whispering Trls Dr to Whispering Trls Dr	5/2/2023																99%
FAIRFIELD LANE Glen Lake Rd to Glen Lake Rd	4/25/2023																99%
HALLORAN LANE Maureen Dr to Kelberg Ave	4/21/2023																99%
HAWTHORN LANE Apple St to Basswood St	6/9/2023			N/A			N/A	N/A	N/A								99%
HUTTNER COURT Brookside Dr to End of Street	4/21/2023													N/A			100%
PARIS LANE Pleasant St to Illinois Blvd	8/3/2023																40%
PHEASANT TRAIL COURT Mallard Ln to End of Street	4/21/2023									N/A		N/A		N/A			100%
SHOREWOOD DRIVE Westbury Dr to Huntington Blvd	9/5/2023																0%
SUMAC TRAIL Olmstead Dr to Downing Dr	8/31/2023																0%
TAMARACK DRIVE Thornbark Dr to Thornbark Dr	8/22/2023																10%
WAINSFORD DRIVE Bode Rd to Bode Rd	4/26/2023											N/A					99%
WINSTON DRIVE Charleston Ln to Freeman Rd	7/11/2023																100%

¹Tentative / Actual

In Progress	Completed
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Federal Emergency Management Agency

Washington, D.C. 20472

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

IN REPLY REFER TO:
APPEAL START

August 9, 2023

The Honorable William McLeod
Village President, Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, Illinois 60169

Case No: 16-05-2865S
Community: Village of Hoffman Estates,
Cook County, Illinois
Community No.: 170107

Dear William McLeod:

On September 22, 2021, the Department of Homeland Security's Federal Emergency Management Agency (FEMA) provided your community with Preliminary copies of the revised Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) report for Cook County, Illinois and Incorporated Areas and revised Preliminary copies of the revised FIRM and FIS report on November 18, 2022. FEMA has posted digital copies of these FIRM and FIS report materials to the following Website:

<https://hazards.fema.gov/femaportal/prelimdownload/>. The Preliminary FIRM and FIS report include proposed flood hazard information for certain locations in the Village of Hoffman Estates. The proposed flood hazard information may include addition or modification of Special Flood Hazard Areas, the areas that would be inundated by the base (1-percent-annual-chance) flood; base flood elevations or depths; zone designations; or regulatory floodways.

We have published a notice of the proposed flood hazard determinations in the *Federal Register* and will publish a public notification concerning the appeal process (explained below) in the *Daily Herald* on or about August 16, 2023, and August 23, 2023. We will also publish a separate notice of the flood hazard determinations on the "Flood Hazard Determinations on the Web" portion of the FEMA Website: https://www.floodmaps.fema.gov/fhm/BFE_Status/bfe_main.asp. We have enclosed copies of the notice published in the *Federal Register* and the newspaper notice for your information.

These proposed flood hazard determinations, if finalized, will become the basis for the floodplain management measures that your community must adopt or show evidence of having in effect to qualify or remain qualified for participation in the National Flood Insurance Program (NFIP). However, before any new or modified flood hazard information is effective for floodplain management purposes, FEMA will provide community officials and citizens an opportunity to appeal the proposed flood hazard information presented on the preliminary revised FIRM and FIS report posted to the above-referenced Website.

Section 110 of the Flood Disaster Protection Act of 1973 (Public Law 93-234) is intended to ensure an equitable balancing of all interests involved in the setting of flood hazard determinations. The legislation provides for an explicit process of notification and appeals for your community and for private persons prior to this office making the flood hazard determinations final. The appeal procedure is outlined below for your information.

During the 90-day appeal period following the second publication of the public notification in the above-named newspaper, any owner or lessee of real property in your community who believes their property rights will be adversely affected by the proposed flood hazard determinations may appeal to you, or to an

agency that you publicly designate. It is important to note, however, that the sole basis for such appeals is the possession of knowledge or information indicating that the proposed flood hazard determinations are scientifically or technically incorrect. The appeal data must be submitted to FEMA during the 90-day appeal period. Only appeals of the proposed flood hazard determinations supported by scientific or technical data can be considered before FEMA makes its final flood hazard determination at the end of the 90-day appeal period. Note that the 90-day appeal period is statutory and cannot be extended. However, FEMA also will consider comments and inquiries regarding data other than the proposed flood hazard determinations (e.g., incorrect street names, typographical errors, omissions) that are submitted during the appeal period, and will incorporate any appropriate changes to the revised FIRM and FIS report before they become effective.

If your community cannot submit scientific or technical data before the end of the 90-day appeal period, you may nevertheless submit data at any time. If warranted, FEMA will revise the FIRM and FIS report after the effective date. This means that the revised FIRM would be issued with the flood hazard information presently indicated, and flood insurance purchase requirements would be enforced accordingly, until such time as a revision could be made.

Any interested party who wishes to appeal should present the data that tend to negate or contradict our findings to you, or to an agency that you publicly delegate, in such form as you may specify. We ask that you review and consolidate any appeal data you may receive and issue a written opinion stating whether the evidence provided is sufficient to justify an official appeal by your community in its own name or on behalf of the interested parties. Whether or not your community decides to appeal, you must send copies of individual appeals and supporting data, if any, to:

John Wethington FEMA Region 5
536 South Clark Street, Sixth Floor
Chicago, Illinois 60605
john.wethington@fema.dhs.gov

Additional copy to:

Shelly Fuller
Illinois State Water Survey
2204 Griffith Drive
Champaign, IL 61820

If we do not receive an appeal or other formal comment from your community in its own name within 90 days of the second date of public notification, we will consolidate and review on their own merits such appeal data and comments from individuals that you may forward to us, and we will make such modifications to the proposed flood hazard information presented on the revised FIRM and in the revised FIS report as may be appropriate. If your community decides to appeal in its own name, all individuals' appeal data must be consolidated into one appeal by you, because, in this event, we are required to deal only with the local government as representative of all local interests. We will send our final decision in writing to you, and we will send copies to the community floodplain administrator, each individual appellant, and the State NFIP Coordinator.

All appeal submittals will be resolved by consultation with officials of the local government involved, by an administrative hearing, or by submission of the conflicting data to an independent scientific body or appropriate Federal agency for advice. Use of a Scientific Resolution Panel (SRP) is also available to your community in support of the appeal resolution process when conflicting scientific or technical data are submitted during the appeal period. SRPs are independent panels of experts in hydrology, hydraulics, and other pertinent sciences established to review conflicting scientific and technical data and provide recommendations for resolution. An SRP is an option after FEMA and community officials have been

engaged in a collaborative consultation process for at least 60 days without a mutually acceptable resolution of an appeal. Please refer to the enclosed "Scientific Resolution Panels" Overview for additional information on this resource available to your community.

FEMA will make the reports and other information used in making the final determination available for public inspection. Until the conflict of data is resolved and the revised FIRM becomes effective, flood insurance available within your community will continue to be available under the effective NFIP map, and no person shall be denied the right to purchase the applicable level of insurance at chargeable rates.

The decision by your community to appeal, or a copy of its decision not to appeal, should be filed with this office no later than 90 days following the second publication of the flood hazard determination notice in the above-named newspaper. Your community may find it appropriate to call further attention to the proposed flood hazard determinations and to the appeal procedure by using a press release or other public notice.

If warranted by substantive changes, during the appeal period we will send you Revised Preliminary copies of the revised FIRM and FIS report. At the end of the 90-day appeal period and following the resolution of any appeals and comments, we will send you a Letter of Final Determination, which will finalize the flood hazard information presented on the revised FIRM and FIS report and will establish an effective date.

If you have any questions regarding the proposed flood hazard determinations, FIRM panels, or FIS report for your community, please call our FEMA Mapping and Insurance eXchange (FMIX), toll free, at 1-877-FEMA MAP (1-877-336-2627) or e-mail the FMIX staff at FEMA-FMIX@fema.dhs.gov.

Sincerely,



Luis V. Rodriguez, P.E, Director
Engineering and Modeling Division
Federal Insurance and Mitigation Administration

List of Enclosures:

Newspaper Notice
Proposed Flood Hazard Determinations *Federal Register* Notice
"Scientific Resolution Panels" Overview

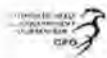
cc: Community Map Repository
Alan Wenderski, Village Engineer, Village of Hoffman Estates

DEPARTMENT OF HOMELAND SECURITY

FEDERAL EMERGENCY MANAGEMENT AGENCY

Proposed Flood Hazard Determinations for Cook County, Illinois and Incorporated Areas

The Department of Homeland Security's Federal Emergency Management Agency has issued a preliminary Flood Insurance Rate Map (FIRM), and where applicable, Flood Insurance Study (FIS) report, reflecting proposed flood hazard determinations within Cook County, Illinois and Incorporated Areas. These flood hazard determinations may include the addition or modification of Base Flood Elevations, base flood depths, Special Flood Hazard Area boundaries or zone designations, or the regulatory floodway. Technical information or comments are solicited on the proposed flood hazard determinations shown on the preliminary FIRM and/or FIS report for Cook County, Illinois and Incorporated Areas. These flood hazard determinations are the basis for the floodplain management measures that your community is required to either adopt or show evidence of being already in effect in order to qualify or remain qualified for participation in the National Flood Insurance Program. However, before these determinations are effective for floodplain management purposes, you will be provided an opportunity to appeal the proposed information. For information on the statutory 90-day period provided for appeals, as well as a complete listing of the communities affected and the locations where copies of the FIRM are available for review, please visit FEMA's website at https://www.floodmaps.fema.gov/flm/BFE_Status/bfe_main.asp or call the FEMA Mapping and Insurance eXchange (FMIX) toll free at 1-877-FEMA MAP (1-877-336-2627).



State and county	Location and case No.	Chief executive officer of community	Community map repository	Online location of letter of map revision	Date of modification	Community No.
Tarrant	City of Fort Worth (22-06-2756P).	The Honorable Mattie Parker, Mayor, City of Fort Worth, 200 Texas Street, Fort Worth, TX 76102.	T/PW Engineering Vault, 200 Texas Street, Fort Worth, TX 76102.	https://msc.fema.gov/portal/advanceSearch .	Sep. 11, 2023	480596
Tarrant	Unincorporated areas of Tarrant County (22-06-2756P).	The Honorable Tim O'Hare, Tarrant County Judge, 100 East Weatherford Street, Suite 501, Fort Worth, TX 76196.	Tarrant County Administration Building, 100 East Weatherford Street, Fort Worth, TX 76196.	https://msc.fema.gov/portal/advanceSearch .	Sep. 11, 2023	480582
Travis	Unincorporated areas of Travis County (22-06-2414P).	The Honorable Andy Brown, Travis County Judge, P.O. Box 1748, Austin, TX 78767.	Travis County Transportation and Natural Resources Department, 700 Lavaca Street, 5th Floor, Austin, TX 78701.	https://msc.fema.gov/portal/advanceSearch .	Aug. 28, 2023	481026
Virginia: Prince William.	City of Manassas (22-03-1152P).	W. Patrick Pate, City of Manassas Manager, 9027 Center Street, Manassas, VA 20110.	City Hall, 9027 Center Street, Manassas, VA 20110.	https://msc.fema.gov/portal/advanceSearch .	Sep. 1, 2023	510122

[FR Doc. 2023-14087 Filed 6-30-23; 8:45 am] BILLING CODE 9110-12-P

DEPARTMENT OF HOMELAND SECURITY

Federal Emergency Management Agency

[Docket ID FEMA-2023-0002; Internal Agency Docket No. FEMA-B-2350]

Proposed Flood Hazard Determinations

AGENCY: Federal Emergency Management Agency, Department of Homeland Security.

ACTION: Notice.

SUMMARY: Comments are requested on proposed flood hazard determinations, which may include additions or modifications of any Base Flood Elevation (BFE), base flood depth, Special Flood Hazard Area (SFHA) boundary or zone designation, or regulatory floodway on the Flood Insurance Rate Maps (FIRMs), and where applicable, in the supporting Flood Insurance Study (FIS) reports for the communities listed in the table below. The purpose of this notice is to seek general information and comment regarding the preliminary FIRM, and where applicable, the FIS report that the Federal Emergency Management Agency (FEMA) has provided to the affected communities. The FIRM and FIS report are the basis of the floodplain management measures that the community is required either to adopt or to show evidence of having in effect in order to qualify or remain qualified for participation in the National Flood Insurance Program (NFIP).

DATES: Comments are to be submitted on or before October 2, 2023.

ADDRESSES: The Preliminary FIRM, and where applicable, the FIS report for each community are available for inspection at both the online location <https://hazards.fema.gov/femaportal/prelimdownload> and the respective Community Map Repository address listed in the tables below. Additionally, the current effective FIRM and FIS report for each community are accessible online through the FEMA Map Service Center at <https://msc.fema.gov> for comparison.

You may submit comments, identified by Docket No. FEMA-B-2350, to Rick Sacbibit, Chief, Engineering Services Branch, Federal Insurance and Mitigation Administration, FEMA, 400 C Street SW, Washington, DC 20472, (202) 646-7659, or (email) patrick.sacbibit@fema.dhs.gov.

FOR FURTHER INFORMATION CONTACT: Rick Sacbibit, Chief, Engineering Services Branch, Federal Insurance and Mitigation Administration, FEMA, 400 C Street SW, Washington, DC 20472, (202) 646-7659, or (email) patrick.sacbibit@fema.dhs.gov; or visit the FEMA Mapping and Insurance eXchange (FMIX) online at https://www.floodmaps.fema.gov/fhm/fmx_main.html.

SUPPLEMENTARY INFORMATION: FEMA proposes to make flood hazard determinations for each community listed below, in accordance with section 110 of the Flood Disaster Protection Act of 1973, 42 U.S.C. 4104, and 44 CFR 67.4(a).

These proposed flood hazard determinations, together with the floodplain management criteria required by 44 CFR 60.3, are the minimum that are required. They should not be

construed to mean that the community must change any existing ordinances that are more stringent in their floodplain management requirements. The community may at any time enact stricter requirements of its own or pursuant to policies established by other Federal, State, or regional entities. These flood hazard determinations are used to meet the floodplain management requirements of the NFIP.

The communities affected by the flood hazard determinations are provided in the tables below. Any request for reconsideration of the revised flood hazard information shown on the Preliminary FIRM and FIS report that satisfies the data requirements outlined in 44 CFR 67.6(b) is considered an appeal. Comments unrelated to the flood hazard determinations also will be considered before the FIRM and FIS report become effective.

Use of a Scientific Resolution Panel (SRP) is available to communities in support of the appeal resolution process. SRPs are independent panels of experts in hydrology, hydraulics, and other pertinent sciences established to review conflicting scientific and technical data and provide recommendations for resolution. Use of the SRP only may be exercised after FEMA and local communities have been engaged in a collaborative consultation process for at least 60 days without a mutually acceptable resolution of an appeal. Additional information regarding the SRP process can be found online at https://www.floodsrp.org/pdfs/srp_overview.pdf.

The watersheds and/or communities affected are listed in the tables below. The Preliminary FIRM, and where applicable, FIS report for each community are available for inspection at both the online location <https://>

hazards.fema.gov/femaportal/prelimdownload and the respective Community Map Repository address listed in the tables. For communities with multiple ongoing Preliminary studies, the studies can be identified by the unique project number and

Preliminary FIRM date listed in the tables. Additionally, the current effective FIRM and FIS report for each community are accessible online through the FEMA Map Service Center at <https://msc.fema.gov> for comparison.

(Catalog of Federal Domestic Assistance No. 97.022, "Flood Insurance.")

Nicholas A. Shufro,
Deputy Assistant Administrator for Risk Management, Federal Emergency Management Agency, Department of Homeland Security.

Community	Community map repository address
Cook County, Illinois and Incorporated Areas Project: 16-05-2865S Preliminary Date: September 22, 2021 and November 18, 2022	
City of Elgin	Public Works Department, Engineering Department, 150 Dexter Court, Elgin, IL 60120.
Unincorporated Areas of Cook County	Cook County Building and Zoning Department, 69 West Washington Street, 28th Floor, Chicago, IL 60602.
Village of Barrington Hills	Village Hall, 112 Algonquin Road, Barrington Hills, IL 60010.
Village of Hoffman Estates	Village Hall, 1900 Hassell Road, Hoffman Estates, IL 60169.
Village of Inverness	Village Hall, 1400 Baldwin Road, Inverness, IL 60067.
Village of Schaumburg	Atcher Municipal Center, Community Development Department, 101 Schaumburg Court, Schaumburg, IL 60193.
Village of South Barrington	Village Hall, 30 South Barrington Road, South Barrington, IL 60010.
Village of Streamwood	Public Works Department, 565 South Bartlett Road, Streamwood, IL 60107.
Kane County, Illinois and Incorporated Areas Project: 16-05-2865S Preliminary Date: September 22, 2021	
City of Elgin	Public Works Department, Engineering Department, 150 Dexter Court, Elgin, IL 60120.
Unincorporated Areas of Kane County	Water Resources Department, Kane County Government Center, 719 South Batavia Avenue, Building A, Geneva, IL 60134.
Village of South Elgin	Community Development Office, 10 North Water Street, South Elgin, IL 60177.
Stevens County, Minnesota and Incorporated Areas Project: 18-05-0004S Preliminary Date: February 28, 2023	
Township of Swan Lake	Swan Lake Township Hall, 43967 150th Street, Morris, MN 56267.

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BILLING CODE 9110-12-P

DEPARTMENT OF HOMELAND SECURITY

Federal Emergency Management Agency

[Docket ID FEMA-2023-0002]

Final Flood Hazard Determinations

AGENCY: Federal Emergency Management Agency, Department of Homeland Security.
ACTION: Notice.

SUMMARY: Flood hazard determinations, which may include additions or modifications of Base Flood Elevations (BFEs), base flood depths, Special Flood Hazard Area (SFHA) boundaries or zone designations, or regulatory floodways on the Flood Insurance Rate Maps (FIRMs) and where applicable, in the supporting Flood Insurance Study (FIS) reports have been made final for the communities listed in the table below. The FIRM and FIS report are the basis

of the floodplain management measures that a community is required either to adopt or to show evidence of having in effect in order to qualify or remain qualified for participation in the Federal Emergency Management Agency's (FEMA's) National Flood Insurance Program (NFIP).

DATES: The date of October 5, 2023, has been established for the FIRM and, where applicable, the supporting FIS report showing the new or modified flood hazard information for each community.

ADDRESSES: The FIRM, and if applicable, the FIS report containing the final flood hazard information for each community is available for inspection at the respective Community Map Repository address listed in the tables below and will be available online through the FEMA Map Service Center at <https://msc.fema.gov> by the date indicated above.

FOR FURTHER INFORMATION CONTACT: Rick Sacbibit, Chief, Engineering Services Branch, Federal Insurance and Mitigation Administration, FEMA, 400 C Street SW, Washington, DC 20472,

(202) 646-7659, or (email) patrick.sacbibit@fema.dhs.gov; or visit the FEMA Mapping and Insurance eXchange (FMIX) online at https://www.floodmaps.fema.gov/fhm/fmx_main.html.

SUPPLEMENTARY INFORMATION: The Federal Emergency Management Agency (FEMA) makes the final determinations listed below for the new or modified flood hazard information for each community listed. Notification of these changes has been published in newspapers of local circulation and 90 days have elapsed since that publication. The Deputy Associate Administrator for Insurance and Mitigation has resolved any appeals resulting from this notification.

This final notice is issued in accordance with section 110 of the Flood Disaster Protection Act of 1973, 42 U.S.C. 4104, and 44 CFR part 67. FEMA has developed criteria for floodplain management in floodprone areas in accordance with 44 CFR part 60.

Interested lessees and owners of real property are encouraged to review the

OVERVIEW

SCIENTIFIC RESOLUTION PANELS

The Federal Emergency Management Agency (FEMA), through its flood hazard mapping program, Risk MAP (Risk Mapping, Assessment, and Planning), identifies flood hazards, assesses flood risks, and partners with states, tribes and local communities to provide accurate flood hazard and risk data to guide them in taking effective mitigation actions. The resulting National Flood Insurance Program (NFIP) maps provide the basis for community floodplain management regulations and flood insurance requirements.

What is a Scientific Resolution Panel?

FEMA's Scientific Resolution Panel (SRP) process reinforces FEMA's commitment to work with communities to ensure the flood hazard data depicted on Flood Insurance Rate Maps (FIRMs) are developed collaboratively, using the best science available.

Flood hazards are constantly changing, and FEMA updates FIRMs through several methods to reflect those changes. When proposed changes to a FIRM are met with conflicting technical and/or scientific data during a regulatory appeal period, an independent third-party review of the information may be appropriate. An SRP serves as an independent third party.

The SRP process benefits both FEMA and the community:

- ▶ It offers a neutral review process by independent third parties.
- ▶ It confirms FEMA's commitment to using the best science for the purpose of accurately depicting flood hazards on flood maps.
- ▶ It provides an additional opportunity for resolving community appeals involving conflicting technical and/or scientific data.

While FEMA had previously established an SRP process, the Biggert-Waters Flood Insurance Reform Act of 2012 formally established a statutory SRP process. The *Appeal and Comment Processing Guidance for Flood Risk Analysis and Mapping*, which incorporates the legislative requirements for the SRP, is available at www.fema.gov/guidelines-and-standards-flood-risk-analysis-and-mapping.

For Additional Information

For more information on appeals, see the FEMA document *Appeals, Revisions, and Amendments to National Flood Insurance Program Maps: A Guide for Community Officials* at www.fema.gov/flood-maps/change-your-flood-zone/guide-community-members

Part 67 of the NFIP regulations, which pertains to appeals, is available at www.ecfr.gov/current/title-44/chapter-I/subchapter-B/part-67

FEMA's Guidelines and Standards for Flood Risk Analysis and Mapping webpage includes the *Appeal and Comment Processing Guidance for Flood Risk Analysis and Mapping*: www.fema.gov/guidelines-and-standards-flood-risk-analysis-and-mapping

Templates and Other Resources:

www.fema.gov/media-library/assets/documents/32786?id=7577

Other Important Links:

- NIBS Scientific Review Panel website: www.floodsrp.org
- Risk MAP: www.fema.gov/flood-maps/tools-resources/risk-map
- Information on Recent and Upcoming Map Changes: www.fema.gov/flood-maps/change-your-flood-zone#lomc
- Flood Insurance: www.floodsmart.gov

RISK MAPPING, ASSESSMENT, AND PLANNING PROGRAM (RISK MAP)

The Federal Emergency Management Agency's Risk MAP Program delivers quality data that increases public awareness and leads to action to reduce risk to life and property. Risk MAP is a nationwide program that works in collaboration with states, tribes, and local communities using best available science, rigorously vetted standards, and expert analysis to identify risk and promote mitigation action, resulting in safer, more resilient communities.

Who Can Request an SRP?

A community, tribe, or other political entity with the authority to adopt and enforce floodplain ordinances for the area under its jurisdiction can request that FEMA use an SRP when conflicting technical and/or scientific data have been presented. For additional information, review the *Appeal and Comment Processing Guidance for Flood Risk Analysis and Mapping* at www.fema.gov/guidelines-and-standards-flood-risk-analysis-and-mapping.

When Can Communities Request an SRP?

A community can request an SRP if the following requirements have been met:

- ▶ It has not yet received a Letter of Final Determination (LFD) from FEMA.
- ▶ Conflicting technical and/or scientific data, submitted during the 90-day appeal period, resulted in different flood hazards than those proposed by FEMA.
- ▶ At least 60 days of community consultation with FEMA (but no more than 120 days) have taken place.

Additionally, a community that receives a FEMA-issued resolution letter and has not previously exercised the SRP process will have 30 days from the issuance of the letter to request an SRP.

Independent Panel Sponsor

The SRP process is managed by the National Institute for Building Sciences (NIBS), a non-profit organization independent of FEMA. NIBS will administer the SRPs, ensuring that proper guidelines and procedures are employed and maintaining a cadre of experts from which panel members are selected.

Panel Member Selection

Five panelists are convened for each appeal brought to the SRP request. Panel members are technical experts in surface water hydrology, hydraulics, coastal engineering, and other engineering and scientific fields that relate to the creation of FIRMs and Flood Insurance Studies (FIS) throughout the United States.

Based on the technical challenges associated with each request, NIBS develops a list of potential members with relevant expertise, from its cadre of experts. NIBS also checks that those listed are available to serve, do not reside in the state from which the appeal or data were filed, and have no personal or professional interest in its findings for the flood risk project.

NIBS provides the list to the community and FEMA to select the panel members. The community selects at least the simple majority (three), and FEMA selects the remaining panel members from the short list of cadre members, based on the technical challenges of the appeal or data submittal.

The Process

To request a review by an SRP, the community's Chief Executive Officer or designee completes an SRP Request Form and submits it to FEMA during the time periods outlined above. Once FEMA confirms that the situation and the conflicting technical and/or scientific data are eligible for an SRP, it forwards the SRP Request Form to NIBS, which will initiate the panel selection process and develop a list of potential members.

Once the panel is convened, panel members are provided with a summary of the issue, FEMA's data, and the data the community submitted during the 90-day appeal period. Panel members review the data and, on a point-by-point basis, deliberate and make a decision based on the scientific and/or technical challenges.

If the community feels it is necessary to make an oral presentation in support of its request, it must include a justification on the SRP Request Form.

Resolution

The panel must present its written report to the community and FEMA within 90 days of being convened, and that report will be used by the FEMA Administrator for making the final determination. A panel determination must be in favor of either FEMA or the community on each distinct element of the dispute, and the panel may not offer any alternative determination as a resolution. In the case of a dispute submitted by the community on behalf of an owner or lessee of real property in the community, the panel determination must be in favor of either FEMA, the community, or the owner/lessee on each distinct element of the dispute.

If changes to the maps are recommended in the panel's determination, and FEMA elects to implement the panel's determination, FEMA will incorporate the changes into a revised Preliminary FIRM and, if appropriate, FIS report. The revised products will be available to the community for review, with a resolution letter, before FEMA issues an LFD.

Once the SRP provides its determination and FEMA issues its resolution letter to implement the recommendations, the SRP recommendations are binding on all appellants and not subject to judicial review.

If the FEMA Administrator elects not to accept the panel's findings, the Administrator will issue a written justification within 60 days of receiving the report from the SRP. Under these circumstances, the appellants maintain their right to appeal FEMA's final determination to the appropriate Federal District Court.

Figure 1: SRP Timeline

