

AGENDA
PUBLIC WORKS & UTILITIES COMMITTEE
Village of Hoffman Estates
August 31, 2010

Immediately following Finance

Members: Jacquelyn Green, Chairperson
 Anna Newell, Vice Chairperson
 Karen V. Mills, Trustee
 Cary Collins, Trustee
 Ray Kincaid, Trustee
 Gary Pilafas, Trustee
 William McLeod, Mayor

I. Roll Call

II. Approval of Minutes – July 26, 2010

NEW BUSINESS

1. Request authorization to award contract for 2010-2011 winter rental
 - a) For two (2) front end loader tractors to Hertz Equipment Rental Corp., Elmhurst, IL (low bid), in an amount not to exceed \$21,500; and
 - b) For one (1) front end loader tractor to United Rental Inc., North Aurora, IL, in an amount not to exceed \$10,675.

2. Request authorization to award contract for Village Hall roof restoration to:
 - a) Anthony Roofing Company, Aurora, IL (low bid), for labor and materials, at a cost not to exceed \$54,720.00; and
 - b) Garland/DBS, Inc., Cleveland, OH (low bid), for materials only, at a cost not to exceed \$198,163.53,
for a total cost in an amount not to exceed \$252,883.53.

3. Request authorization to award contract for engineering professional service contract for the design of three Hassell Road Culvert Crossings to Hey and Associates of Chicago, IL in an amount not to exceed \$107,395.

4. Request authorization to vacate:
 - a) an MWRD Sewer Service Agreement between the Village of Hoffman Estates and the MWRD for the Autumn Woods Subdivision; and
 - b) a Sanitary Sewer Service Agreement between the Village of Hoffman Estates and Summit Street, LLC for the Autumn Woods Subdivision.

5. Request acceptance of the Department of Public Works Monthly Report.

6. Request acceptance of the Department of Development Services Monthly Report for the Transportation and Engineering Division.

III. President's Report

IV. Other

V. Items in Review

VI. Adjournment

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 26, 2010

I. Roll Call

Members in Attendance:

**Jacquelyn Green, Chairman
Anna Newell, Vice-Chairman
Trustee Karen Mills
Trustee Cary Collins
Trustee Ray Kincaid
Village President William McLeod**

**Management Team Members
in Attendance:**

**Dan O'Malley, Deputy Village Manager
Arthur Janura, Corporation Counsel
Don Plass, Director of Code
Mike Hankey, Director of Transportation
Gary Salavitch, Director of Engineering
Peter Gugliotta, Director of Planning
Bev Romanoff, Village Clerk
Robert Gorvett, Fire Chief
Clint Herdegen, Police Chief
Algean Garner, Dir., Health & Human Services
Ken Hari, Director of Public Works
Michael DuCharme, Director of Finance
Rachel Musiala, Asst. Dir. of Finance
Bruce Anderson, CATV Coordinator
Dave Christensen, Emergency Management
Sarah Kuechler, Administrative Intern**

Others in Attendance

Reporter from Daily Herald

The Public Works & Utilities Committee meeting was called to order at 7:32 p.m.

II. Approval of Minutes

Motion by Trustee Collins, seconded by Trustee Newell, to approve the Public Works & Utilities Committee meeting minutes of June 28, 2010. Voice vote taken. All ayes. Motion carried.

NEW BUSINESS

- 1. Request authorization to extend 2008 contract for 2010 parkway tree planting program to Arthur Weiler Nursery Inc., Zion, IL, in an amount not to exceed \$95,000.**

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

Trustee Green inquired about the Emerald Ash Borer and Mr. Hari explained that they will discuss it during the capital improvements process and will have various options available for the Board to look at.

Motion by Trustee Collins, seconded by Trustee Mills, to extend 2008 contract for 2010 parkway tree planting program to Arthur Weiler Nursery Inc., Zion, IL, in an amount not to exceed \$95,000. Voice vote taken. All ayes. Motion carried.

2. **Request authorization to award contract for State of Illinois joint purchase of 2010-2011 winter road salt to North American Salt Company, Overland Park, KS, at a unit price of \$68.82 per ton in an amount at 120% not to exceed \$619,380.**

An item summary sheet from Ken Hari and Ken Gomoll was presented to Committee.

Motion by Trustee Collins, seconded by Trustee Mills, to award contract for State of Illinois joint purchase of 2010-2011 winter road salt to North American Salt Company, Overland Park, KS, at a unit price of \$68.82 per ton in an amount at 120% not to exceed \$619,380. Voice vote taken. All ayes. Motion carried.

3. **Request authorization to award contract for Hoffman Boulevard bridge deck crack sealing project to IWS, Inc., Aurora, IL, in an amount not to exceed \$35,290.**

An item summary sheet from Gary Salavitch was presented to Committee.

Motion by Trustee Pilafas, seconded by Trustee Newell, to award contract for Engineering Services for the Jones/Highland Drainage Analysis to Henderson and Bodwell, Elmhurst, IL, in an amount not to exceed \$14,000. Voice vote taken. All ayes. Motion carried.

4. **Request acceptance of the Department of Public Works Monthly Report.**

An item summary sheet from Ken Gomoll, Joe Nebel and Ken Hari was presented to Committee.

Motion by Trustee Pilafas, seconded by Trustee Mills, to accept the Department of Public Works Monthly Report. Voice vote taken. All ayes. Motion carried.

5. **Request acceptance of the Department of Development Services Monthly Report for the Transportation and Engineering Division.**

An item summary sheet from Gary Salavitch was presented to Committee.

Motion by Trustee Pilafas, seconded by Trustee Mills, to accept the Department of Development Services Monthly Report for the Transportation and Engineering Division. Voice vote taken. All ayes. Motion carried.

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

VI. Adjournment

Motion by Trustee Mills, seconded by Trustee Pilafas, to adjourn the meeting at 7:49 p.m. Voice vote taken. All ayes. Motion carried.

Minutes submitted by:

Debbie Schoop, Executive Assistant

Date

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request authorization to award contract for 2010 – 2011 winter rental

- a) For two (2) front end loader tractors to Hertz Equipment Rental Corp, Elmhurst, IL (low bid), in an amount not to exceed \$21,500; and
- b) For one (1) front end loader tractor to United Rental Inc., North Aurora, IL, in an amount not to exceed \$10,675.

MEETING DATE: August 31, 2010

COMMITTEE: Public Works & Utilities

FROM: Kenneth Hari, Director of Public Works
Ken Gomoll, Superintendent of Administrative Services

PURPOSE: To acquire rental front end loaders for use during snow removal operations during the upcoming 2010 – 2011 winter season.

BACKGROUND: Each year the Village enters into a rental agreement for three (3) front end loader tractors. Bid specifications were updated asking for three (3) separate proposals, one for each tractor. Seven (7) potential bidders were mailed bid packets.

DISCUSSION: On August 18, 2010, the Village Clerk opened three (3) bid proposals. Two of the three vendors submitted bids for only two tractor units. When canvassing all bids, the lowest proposal for two (2) tractors was provided by Hertz Equipment Rental Corp., Elmhurst, IL, for an amount of \$5,375/month (\$21,500). The sole bid for the third tractor was provided by United Rental Inc., North Aurora, IL, for an amount of \$3,559/month (\$10,675). Both vendors meet bid specifications and would satisfy bid requirements.

For purposes of cost comparisons, monthly tractor rental charged during the 2009-2010 winter were \$3,415 for a John Deere 544J – 2.5 yd. and \$1,900 for a John Deere 244J – 1.5 yd. unit. Using this comparison, the sole proposed unit for the third tractor at \$3,475 is only 1.75% more than last year's monthly cost for an identical size tractor.

FINANCIAL IMPACT:

This annual program is supported by both the General and EDA Funds and provides for two (2) tractor rentals during the months of December, January, February, March and one (1) tractor during January, February and March.

FY 2010 & 2011 Budget and Balances are as Follows:

General Fund #01404124-4509		
2010	Budget	\$23,600.00
2010	Balance	\$8,757.50
2011	Proposed Budget	\$21,000.00
EDA Fund #06400024-4509		
2010	Budget	\$15,000.00
2010	Balance	\$3,584.34
2011	Proposed Budget	\$15,000.00

Recommended Financing for the requested tractor rentals would break down as follows:

General Fund		
2010	Balance	\$8,757.50
2010	Costs	\$2,500.00
2010	Remaining Balance	\$6,257.50
2011	Proposed Budget	\$21,000.00
2011	Costs	\$16,025.00
2011	Remaining Balance	\$4,975.00*
EDA Fund		
2010	Balance	\$3,584.34
2010	Costs	\$2,975.00
2010	Remaining Balance	\$609.34
2011	Proposed Budget	\$15,000.00
2011	Costs	\$10,675.00
2011	Remaining Balance	\$4,325.00*

* The 2011 remaining balances will be required to support the 2011 December rental for the 2011-2012 winter's program.

RECOMMENDATION:

Request authorization to award contract for 2010 – 2011 winter rental

- a) For two (2) front end loader tractors to Hertz Equipment Rental Corp, Elmhurst, IL (low bid), in an amount not to exceed \$21,500; and**
- b) For one (1) front end loader tractor to United Rental Inc., North Aurora, IL, in an amount not to exceed \$10,675.**

STATE OF ILLINOIS
VILLAGE OF HOFFMAN ESTATES
TABULATION OF BIDS
FRONT END LOADER

County: Cook Municipality or Road District: Hoffman Estates Section: N/A Estimate \$ N/A	Date: 08/19/2010 Time: 10:00 a.m. Local Time Appropriation \$ Attended by: Bev Romanoff Ken Gomoll	Hertz Equipment Rental Corp. 625 S Illinois Rt 83 Elmhurst IL 60126	John Deere 544 - 2.5 Yd 2006 or Newer	John Deere 444 - 1.5 Yd 2006 or Newer	No Bid					
Proposal Guarantee: None Terms: As Per Bid Document Specifications			Proposal 1 of 3	Proposal 2 of 3	Proposal 3 of 3					
Bid Check Received: N/A										
Items			Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Tractor manufacturer										
Manufacturer Model										
Model Year										
1 1/2 to 2 1/2 cubic yd capacity w/straight blade										
Enclosed/Heated cab w/AM/FM radio						Yes				
Engine block heater unit						Yes				
Exterior Head Lights (Front & Rear)						Yes				
Rental Cost for December 2010								\$2,875.00	\$2,400.00	
Rental Cost for January 2011								\$2,875.00	\$2,400.00	
Rental Cost for February 2011								\$2,875.00	\$2,400.00	
Rental Cost for March 2011								\$2,875.00	\$2,400.00	
Maximum Rental Hours per Month (Included within monthly rental)								176	176	
Hourly Rental Cost Beyond Monthly Max.								\$8.17	\$6.82	
Are Rental Hours Accumulative Over a Four Month Period								yes	yes	
Delivery charge (if applicable)								\$100.00	\$100.00	
Pick-up Charge (if applicable)								\$100.00	\$100.00	
Total Bid								\$11,700.00	\$9,800.00	N/A
Grand Total Bid						\$21,500.00				

STATE OF ILLINOIS
 VILLAGE OF HOFFMAN ESTATES
 TABULATION OF BIDS
 FRONT END LOADER

County: Cook		Date: 08/19/2010		Casey Equipment		JBC		JBC		No Bid					
Municipality or Road District: Hoffman Estates		Time: 10:00 a.m. Local Time		1603 E. Algonquin Rd		416 HT - 2.2 Yd		426 HT - 2.8 Yd							
Section: N/A		Appropriation \$		Arlington Hts, IL 60005		2006 or Newer		2006 or Newer							
Estimate \$ N/A		Attended by: Bev Romanoff Ken Gomoll													
Proposal Guarantee: None								Proposal 1 of 3		Proposal 2 of 3		Proposal 3 of 3			
Terms: As Per Bid Document Specifications															
Bid Check Received: N/A															
Items				Unit Price		Total		Unit Price		Total		Unit Price		Total	
Tractor manufacturer															
Manufacturer Model															
Model Year															
1 1/2 to 2 1/2 cubic yd capacity w/straight															
Enclosed/Heated cab w/AM/FM radio				Yes											
Engine block heater unit				Yes											
Exterior Head Lights (Front & Rear)				Yes											
Rental Cost for December 2010								\$3,750.00		\$3,950.00					
Rental Cost for January 2011								\$3,750.00		\$3,950.00					
Rental Cost for February 2011								\$3,750.00		\$3,950.00					
Rental Cost for March 2011								\$3,750.00		\$3,950.00					
Maximum Rental Hours per Month (Included within monthly rental)								160		160					
Hourly Rental Cost Beyond Monthly Max.								\$25.00		\$25.00					
Are Rental Hours Accumulative Over a Four Month Period								yes		yes					
Delivery charge (if applicable)								\$250.00		\$300.00					
Pick-up Charge (if applicable)								\$250.00		\$300.00					
Total Bid								\$15,500.00		\$16,400.00		NA			
Grand Total Bid				\$31,900.00											

**STATE OF ILLINOIS
VILLAGE OF HOFFMAN ESTATES
TABULATION OF BIDS
FRONT END LOADER**

County: Cook		Date: 08/19/2010		United Rental Inc.		John Deere		John Deere		John Deere			
Municipality or Road District: Hoffman Estates		Time: 10:00 a.m. Local Time		603 Airport Rd.		544 J - 2.5 Yd		544 K - 2.5 Yd		544 J - 2.5 Yd			
Section: N/A		Appropriation \$		North Aurora IL		2008		2009		2006			
Estimate \$ N/A		Attended by: Bev Romanoff Ken Gomoll		60542									
Proposal Guarantee: None								Proposal 1 of 3		Proposal 2 of 3		Proposal 3 of 3	
Terms: As Per Bid Document Specifications													
Bid Check Received: N/A													
Items				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total		
Tractor manufacturer													
Manufacturer Model													
Model Year													
1 1/2 to 2 1/2 cubic yd capacity w/straight													
Enclosed/Heated cab w/AM/FM radio				Yes									
Engine block heater unit				Yes									
Exterior Head Lights (Front & Rear)				Yes									
Rental Cost for December 2010						\$3,475.00		\$3,475.00		NA			
Rental Cost for January 2011						\$3,475.00		\$3,475.00		\$3,475.00			
Rental Cost for February 2011						\$3,475.00		\$3,475.00		\$3,475.00			
Rental Cost for March 2011						\$3,475.00		\$3,475.00		\$3,475.00			
Maximum Rental Hours per Month (Included within monthly rental)						160		160		160			
Hourly Rental Cost Beyond Monthly Max.						\$32.00		\$32.00		\$32.00			
Are Rental Hours Accumulative Over a Four Month Period						yes		yes		yes			
Delivery charge (if applicable)						\$125.00		\$125.00		\$125.00			
Pick-up Charge (if applicable)						\$125.00		\$125.00		\$125.00			
Total Bid							\$14,150.00		\$14,150.00		\$10,675.00		
Grand Total Bid				\$38,725.00									
\$28,300.00 excluding Proposal 3 of 3													

VILLAGE OF HOFFMAN ESTATES
PUBLIC WORKS DEPARTMENT
PROPOSAL FORM

RENTAL OF RUBBER TIRE FRONT END LOADER TRACTORS
FOR USE DURING WINTER MONTHS

PROPOSAL 1 OF 3

The undersigned, having examined the specifications, and all conditions affecting the cost of rentals, hereby proposes to furnish, equipment, and to meet or exceed the specifications thereof.

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

Indicate the following information related to the exact tractor for which your firm is proposing to rent to the Village.

Tractor Manufacturer John Deere

Manufacturer Model 544 with 2 1/2 yd bucket

Model Year 2006 or newer

Rental Cost for December 2010 \$ 2875 / month

Rental Cost for January 2011 \$ 2875 / month

Rental Cost for February 2011 \$ 2875 / month

Rental Cost for March 2011 \$ 2875 / month

Maximum rental hours per month 176 hours
(Included within monthly rental proposal above) per month

Hourly rental cost beyond monthly maximum \$ 8.17 per hour

Are rental hours accumulative over 4-month period Yes No

Delivery Charge (if applicable) \$ 100

Pick up Charge (if applicable) \$ 100

Additional Charges (identify)

Hertz Equipment Rental Corporation

Bidder's Firm Name

625 S. Illinois Route 83

Address

Elmhurst, IL 60126

City, State, Zip

Sell tank of fuel, re-fueling charges may apply. If machine is returned with less than a full tank.

By: Signature and Title

VP Sales

Anthony Gonnella - VP Sales

Print Name and Title

630-782-0194

Telephone

* Note: Damage and cleaning charges if applicable may apply.

VILLAGE OF HOFFMAN ESTATES
PUBLIC WORKS DEPARTMENT
PROPOSAL FORM

RENTAL OF RUBBER TIRE FRONT END LOADER TRACTORS
FOR USE DURING WINTER MONTHS

PROPOSAL 2 OF 3

The undersigned, having examined the specifications, and all conditions affecting the cost of rentals, hereby proposes to furnish, equipment, and to meet or exceed the specifications thereof.

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

Indicate the following information related to the exact tractor for which your firm is proposing to rent to the Village.

Tractor Manufacturer John Deere

Manufacturer Model 444 with 1 3/4 yd Bucket

Model Year 2006 or newer

Rental Cost for December 2010 \$ 2400

Rental Cost for January 2011 \$ 2400

Rental Cost for February 2011 \$ 2400

Rental Cost for March 2011 \$ 2400

Maximum rental hours per month 176 hours
(Included within monthly rental proposal above) per month

Hourly rental cost beyond monthly maximum \$ 6.82 per hour

Are rental hours accumulative over 4-month period Yes No

Delivery Charge (if applicable) \$ 100

Pick up Charge (if applicable) \$ 100

Additional Charges (identify) \$ (Same as previous page) fuel, cleaning, etc

Hertz Equipment Rental Corporation

Bidder's Firm Name

625 S Illinois Route 83

Address

Elmhurst IL 60126

City, State, Zip

[Signature]
By: Signature and Title

Anthony Gonnella IR Sales

Print Name and Title

630-782-0124

Telephone

VILLAGE OF HOFFMAN ESTATES
PUBLIC WORKS DEPARTMENT
PROPOSAL FORM

RENTAL OF RUBBER TIRE FRONT END LOADER TRACTORS
FOR USE DURING WINTER MONTHS

PROPOSAL 3 OF 3

The undersigned, having examined the specifications, and all conditions affecting the cost of rentals, hereby proposes to furnish, equipment, and to meet or exceed the specifications thereof.

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

Indicate the following information related to the exact tractor for which your firm is proposing to rent to the Village.

Tractor Manufacturer _____

Manufacturer Model _____

Model Year _____

Rental Cost for January 2010 \$ _____

Rental Cost for February 2010 \$ _____

Rental Cost for March 2010 \$ _____

Maximum rental hours per month _____ hours
(Included within monthly rental proposal above)

Hourly rental cost beyond monthly maximum \$ _____ per hour

Are rental hours accumulative over 4-month period Yes _____ No _____

Delivery Charge (if applicable) \$ _____

Pick up Charge (if applicable) \$ _____

Additional Charges (identify) \$ _____

Bidder's Firm Name

Address

City, State, Zip

By: Signature and Title

Print Name and Title

Telephone

Please Note:

The bid certification and reference request information is mandatory and must be completed for bid consideration.

Note: THIS FORM MUST BE NOTARIZED

RETURN WITH BID

VILLAGE OF HOFFMAN ESTATES
BID CERTIFICATION FORM

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

I, We hereby certify that Hertz Equipment Rental Corporation
(Name of Bidder)

by bidding on this contract, no action has occurred that would result in a violation of 720 1LCS 5/33E, Public Contracts of the Illinois Criminal Code.

Signed: [Signature]

Attest: Quashetta Branch

Title: IP Sales

Commission expiry: QUASHETTA BRANCH
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 19, 2011

Date: 8/16/10

Date: 8/16/10

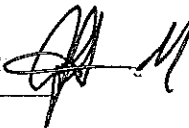
SUBSTANCE ABUSE PREVENTION PROGRAM

CERTIFICATE

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

Hertz Equipment Rental Corporation _____ that

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

By: **Hertz Equipment Rental Corporation** 
(Name of Contractor)

VP Sales
(Title)

Subscribed and sworn to before me
this 17th day of August, 2010.

My Commission Expires: **QUASHETTA BRANCH**
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 19, 2011

Quashetta Branch
Notary Public

SEAL

BIDDER FIRM NAME: Hertz Equipment Rental Corporation

Return with Bid

REFERENCES

BIDDER NOTE: Bidder shall provide as many customer references as possible for work/equipment IDENTICAL to that which bidder has proposed within this call for bids.

MANDATORY INFORMATION

BUSINESS: Freeman Decorating
ADDRESS: 5030 W. Roosevelt Rd, Chicago, IL
CONTACT PERSON: Rich Liginari
PHONE NUMBER: 713-379-5046
APPROXIMATE DATE: 1/1/09 - 12/31/10

BUSINESS: GES
ADDRESS: 5248 S. Cicero Ave, Chicago, IL
CONTACT PERSON: Rele Carroll
PHONE NUMBER: 713-767-2237
APPROXIMATE DATE: 1/1/09 - 12/31/10

BUSINESS: k-five construction
ADDRESS: 13769 Main St Lemond, IL
CONTACT PERSON: Mark Lindblom
PHONE NUMBER: 209-257-3606
APPROXIMATE DATE: 1/1/09 - 12/31/10

BUSINESS: Aaron Reed
ADDRESS: Po Box 0334, Hunt Prospect, IL
CONTACT PERSON: Ben Burra
PHONE NUMBER: 847-437-0700
APPROXIMATE DATE: 1/1/09 - 12/31/10

BUSINESS: Divane Brothers Electric
ADDRESS: 2424 N 25th Ave, Franklin Park, IL
CONTACT PERSON: John Vanich
PHONE NUMBER: 847-457-7143
APPROXIMATE DATE: 1/1/09 - 12/31/10

VILLAGE OF HOFFMAN ESTATES
PUBLIC WORKS DEPARTMENT
PROPOSAL FORM

RENTAL OF RUBBER TIRE FRONT END LOADER TRACTORS
FOR USE DURING WINTER MONTHS

PROPOSAL 1 OF 3

The undersigned, having examined the specifications, and all conditions affecting the cost of rentals, hereby proposes to furnish, equipment, and to meet or exceed the specifications thereof.

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

Indicate the following information related to the exact tractor for which your firm is proposing to rent to the Village.

Tractor Manufacturer JCB

Manufacturer Model 416HT

Model Year 2006 or Newer

Rental Cost for December 2010 \$ 3,750⁰⁰

Rental Cost for January 2011 \$ 3,750⁰⁰

Rental Cost for February 2011 \$ 3,750⁰⁰

Rental Cost for March 2011 \$ 3,750⁰⁰

Maximum rental hours per month 160 hours
(Included within monthly rental proposal above)

Hourly rental cost beyond monthly maximum \$ 25⁰⁰ per hour

Are rental hours accumulative over 4-month period Yes No

Delivery Charge (if applicable) \$ 250⁰⁰

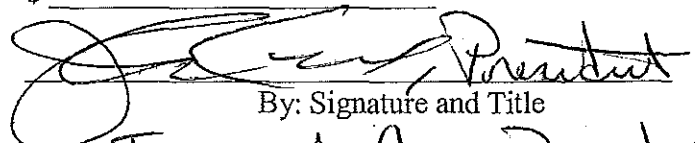
Pick up Charge (if applicable) \$ 250⁰⁰

Additional Charges (identify) \$ NA

CASEY Equipment Co, Inc.
Bidder's Firm Name

1603 E. Algonquin Rd.
Address

Arlington Heights, IL
City, State, Zip 60005


By: Signature and Title

James A. Cox, President
Print Name and Title

847-437-8686
Telephone

VILLAGE OF HOFFMAN ESTATES
PUBLIC WORKS DEPARTMENT
PROPOSAL FORM

RENTAL OF RUBBER TIRE FRONT END LOADER TRACTORS
FOR USE DURING WINTER MONTHS

PROPOSAL 2 OF 3

The undersigned, having examined the specifications, and all conditions affecting the cost of rentals, hereby proposes to furnish, equipment, and to meet or exceed the specifications thereof.

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

Indicate the following information related to the exact tractor for which your firm is proposing to rent to the Village.

Tractor Manufacturer JCB

Manufacturer Model 426HT

Model Year 2006 or Newer

Rental Cost for December 2010 \$ 3,950⁰⁰

Rental Cost for January 2011 \$ 3,950⁰⁰

Rental Cost for February 2011 \$ 3,950⁰⁰

Rental Cost for March 2011 \$ 3,950⁰⁰

Maximum rental hours per month
(Included within monthly rental proposal above) 160 hours

Hourly rental cost beyond monthly maximum \$ 25⁰⁰ per hour

Are rental hours accumulative over 4-month period Yes No

Delivery Charge (if applicable) \$ 300⁰⁰

Pick up Charge (if applicable) \$ 300⁰⁰

Additional Charges (identify) \$ NA

CADEY Equipment Co, Inc.
Bidder's Firm Name

1603 E. Algonquin Rd.
Address

Arlington Heights, IL
City, State, Zip 60005

[Signature]
By: Signature and Title

James A. Cox, President
Print Name and Title

847-437-8686
Telephone

VILLAGE OF HOFFMAN ESTATES
PUBLIC WORKS DEPARTMENT
PROPOSAL FORM

RENTAL OF RUBBER TIRE FRONT END LOADER TRACTORS
FOR USE DURING WINTER MONTHS

PROPOSAL 3 OF 3

The undersigned, having examined the specifications, and all conditions affecting the cost of rentals, hereby proposes to furnish, equipment, and to meet or exceed the specifications thereof.

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

Indicate the following information related to the exact tractor for which your firm is proposing to rent to the Village.

Tractor Manufacturer _____
Manufacturer Model _____
Model Year _____

NO BID

Rental Cost for January 2010 \$ _____

Rental Cost for February 2010 \$ _____

Rental Cost for March 2010 \$ _____

Maximum rental hours per month _____ hours
(Included within monthly rental proposal above)

Hourly rental cost beyond monthly maximum \$ _____ per hour

Are rental hours accumulative over 4-month period Yes _____ No _____

Delivery Charge (if applicable) \$ _____

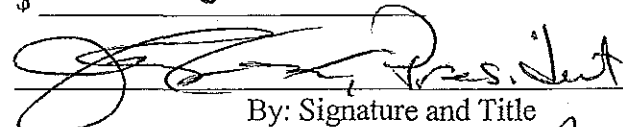
Pick up Charge (if applicable) \$ _____

Additional Charges (identify) \$ _____

Casey Equipment Co., Inc.
Bidder's Firm Name

1603 E. Algonquin Rd.
Address

Arlington Heights, IL
City, State, Zip 60005


By: Signature and Title

James A. Cox, President
Print Name and Title

847-437-8686
Telephone

Please Note:

The bid certification and reference request information is mandatory and must be completed for bid consideration.

Note: THIS FORM MUST BE NOTARIZED

RETURN WITH BID

VILLAGE OF HOFFMAN ESTATES
BID CERTIFICATION FORM

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

I, We hereby certify that CASEY EQUIPMENT Co, Inc.
(Name of Bidder)

by bidding on this contract, no action has occurred that would result in a violation of 720 1LCS 5/33E, Public Contracts of the Illinois Criminal Code.

Signed: [Signature]

Attest: [Signature]

Title: President

Commission expires: [Signature]

Date: 8/16/2010

Date: 8/16/10



SUBSTANCE ABUSE PREVENTION PROGRAM

CERTIFICATE

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

CASEY Equipment Co, Inc.

that

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

By: [Signature], CASEY Equipment Co, Inc.

(Name of Contractor)

President

(Title)

Subscribed and sworn to before me this 16th day of August, 20 10. My Commission Expires:

[Signature]
Notary Public



BIDDER FIRM NAME: CADWY Equipment Co. Inc

Return with Bid

REFERENCES

BIDDER NOTE: Bidder shall provide as many customer references as possible for work/equipment IDENTICAL to that which bidder has proposed within this call for bids.

MANDATORY INFORMATION

BUSINESS: Building Maintenance Systems
ADDRESS: Barrington, IL
CONTACT PERSON: JAY Maynor
PHONE NUMBER: 847-381-6201
APPROXIMATE DATE: Snow eqpt Annually

BUSINESS: Garsaway Maint.
ADDRESS: Oak Brook, IL
CONTACT PERSON: David Garsaway
PHONE NUMBER: 630-985-1600
APPROXIMATE DATE: snow eqpt every year

BUSINESS: Valley Enterprises
ADDRESS: Elgin, IL
CONTACT PERSON: Craig
PHONE NUMBER: 847-293-4000
APPROXIMATE DATE: Snow eqpt Annually

BUSINESS: MGT
ADDRESS: Spring Grove, IL
CONTACT PERSON: Mitch Matney
PHONE NUMBER: 847-902-9150
APPROXIMATE DATE: Snow eqpt Annually

BUSINESS: City of Elgin
ADDRESS: Elgin, IL
CONTACT PERSON: Jan Rich
PHONE NUMBER: 847-931-6100
APPROXIMATE DATE: Snow eqpt Annually

VILLAGE OF HOFFMAN ESTATES
PUBLIC WORKS DEPARTMENT
PROPOSAL FORM

RENTAL OF RUBBER TIRE FRONT END LOADER TRACTORS
FOR USE DURING WINTER MONTHS

PROPOSAL 1 OF 3

The undersigned, having examined the specifications, and all conditions affecting the cost of rentals, hereby proposes to furnish, equipment, and to meet or exceed the specifications thereof.

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

Indicate the following information related to the exact tractor for which your firm is proposing to rent to the Village.

Tractor Manufacturer JOHN DEERE
Manufacturer Model S445
Model Year 2008

Rental Cost for December 2010 \$ 3,475⁰⁰

Rental Cost for January 2011 \$ 3,475⁰⁰

Rental Cost for February 2011 \$ 3,475⁰⁰

Rental Cost for March 2011 \$ 3,475⁰⁰

Maximum rental hours per month 160 hours
(Included within monthly rental proposal above)

Hourly rental cost beyond monthly maximum \$ 32⁰⁰ per hour

Are rental hours accumulative over 4-month period Yes No

Delivery Charge (if applicable) \$ 125⁰⁰

Pick up Charge (if applicable) \$ 125⁰⁰

Additional Charges (identify) \$ 16⁶⁸/MONTH, ENVIRONMENTAL CHARGE

UNITED RENTAL, INC
Bidder's Firm Name

603 AIRPORT RD.
Address

NOBLES AVENUE, IL 60542
City, State, Zip

John S. Lambrecht, BRANCH MANAGER
By: Signature and Title

JOHN S. LAMBRECHT, BRANCH MANAGER
Print Name and Title

630-896-7548
Telephone

VILLAGE OF HOFFMAN ESTATES
PUBLIC WORKS DEPARTMENT
PROPOSAL FORM

RENTAL OF RUBBER TIRE FRONT END LOADER TRACTORS
FOR USE DURING WINTER MONTHS

PROPOSAL 2 OF 3

The undersigned, having examined the specifications, and all conditions affecting the cost of rentals, hereby proposes to furnish, equipment, and to meet or exceed the specifications thereof.

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

Indicate the following information related to the exact tractor for which your firm is proposing to rent to the Village.

Tractor Manufacturer JOHN DEERE

Manufacturer Model S44K

Model Year 2009

Rental Cost for December 2010 \$ 3,475⁰⁰

Rental Cost for January 2011 \$ 3,475⁰⁰

Rental Cost for February 2011 \$ 3,475⁰⁰

Rental Cost for March 2011 \$ 3,475⁰⁰

Maximum rental hours per month
(Included within monthly rental proposal above) 160 hours

Hourly rental cost beyond monthly maximum \$ 32⁰⁰ per hour

Are rental hours accumulative over 4-month period Yes No

Delivery Charge (if applicable) \$ 125⁰⁰

Pick up Charge (if applicable) \$ 125⁰⁰

Additional Charges (identify) \$ 16⁰⁰/month - ENVIRONMENTAL CHARGE

UNITED Rentals, Inc.
Bidder's Firm Name

603 Airport Rd.
Address

Normal Avenue, IL 60542
City, State, Zip

John S. Lambert, BRANCH MANAGER
By: Signature and Title

JOHN S. LAMBERT, BRANCH MANAGER
Print Name and Title

630-896-7548
Telephone

VILLAGE OF HOFFMAN ESTATES
PUBLIC WORKS DEPARTMENT
PROPOSAL FORM

RENTAL OF RUBBER TIRE FRONT END LOADER TRACTORS
FOR USE DURING WINTER MONTHS

PROPOSAL 3 OF 3

The undersigned, having examined the specifications, and all conditions affecting the cost of rentals, hereby proposes to furnish, equipment, and to meet or exceed the specifications thereof.

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

Indicate the following information related to the exact tractor for which your firm is proposing to rent to the Village.

Tractor Manufacturer JOHN DEERE

Manufacturer Model 544J

Model Year 2006

Rental Cost for January 2010 \$ 3,475⁰⁰

Rental Cost for February 2010 \$ 3,475⁰⁰

Rental Cost for March 2010 \$ 3,475⁰⁰

Maximum rental hours per month
(Included within monthly rental proposal above) 160 hours

Hourly rental cost beyond monthly maximum \$ 32⁰⁰ per hour

Are rental hours accumulative over 4-month period Yes No

Delivery Charge (if applicable) \$ 125⁰⁰

Pick up Charge (if applicable) \$ 125⁰⁰

Additional Charges (identify) \$ 16⁶⁸/MTD - ENVIRONMENTAL CHARGE

UNISON RENTALS, INC
Bidder's Firm Name

603 AIRPORT RD,
Address

NORTON AURORA, IL 60542
City, State, Zip

J. S. LAMBRECHT, BRANCH MANAGER
By: Signature and Title

JOHN S. LAMBRECHT, BRANCH MANAGER
Print Name and Title

630-896-7548
Telephone

Specification deviation from bid

The bid specified bucket sizes of one and one half (1-1/2) to two and one half (2-1/2) cubic yard in size. **The buckets that would supplied would with the loaders would have two and one half (2-1/2) to three (3) yard capacity buckets.**

Please Note:

The bid certification and reference request information is mandatory and must be completed for bid consideration.

Note: THIS FORM MUST BE NOTARIZED

RETURN WITH BID

VILLAGE OF HOFFMAN ESTATES
BID CERTIFICATION FORM

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

I, We hereby certify that United Rentals, North Aurora, IL (#H36)
(Name of Bidder)

by bidding on this contract, no action has occurred that would result in a violation of 720 1LCS 5/33E, Public Contracts of the Illinois Criminal Code.

Signed: J. S. Luff

Attest: Michelle J. Truax
Notary Public

Title: Branch Manager

Commission expiry: 10-2-11

Date: 08/18/10

Date: 8/18/10



SUBSTANCE ABUSE PREVENTION PROGRAM

CERTIFICATE

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

By: John S. Lambrecht JOHN S. LAMBRCHT
(Name of Contractor)

BRANCH MANAGER
(Title)

Subscribed and sworn to before me
this 18th day of August, 2010. My Commission Expires:

Michelle J. Truax
Notary Public

SEAL



BIDDER FIRM NAME: UNITED RENTALS

Return with Bid

REFERENCES

BIDDER NOTE: Bidder shall provide as many customer references as possible for work/equipment IDENTICAL to that which bidder has proposed within this call for bids.

MANDATORY INFORMATION

BUSINESS: SEBERT LANDSCAPING
ADDRESS: 1550 W. BARTLETT RD.
CONTACT PERSON: BOB NELSON
PHONE NUMBER: 630-497-1000
APPROXIMATE DATE: 11-18-09 TO 03/24/09

BUSINESS: _____
ADDRESS: _____
CONTACT PERSON: _____
PHONE NUMBER: _____
APPROXIMATE DATE: _____

BUSINESS: _____
ADDRESS: _____
CONTACT PERSON: _____
PHONE NUMBER: _____
APPROXIMATE DATE: _____

BUSINESS: _____
ADDRESS: _____
CONTACT PERSON: _____
PHONE NUMBER: _____
APPROXIMATE DATE: _____

BUSINESS: _____
ADDRESS: _____
CONTACT PERSON: _____
PHONE NUMBER: _____
APPROXIMATE DATE: _____

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

NB-2

SUBJECT: Request authorization to award contract for Village Hall roof restoration to:

- a) Anthony Roofing Company, Aurora, IL (low bid), for labor and materials, at a cost not to exceed \$54,720.00; and
- b) Garland/DBS, Inc., Cleveland, OH (low bid), for materials only, at a cost not to exceed \$198,163.53, for a total cost in an amount not to exceed \$252,883.53.

MEETING DATE: August 31, 2010

COMMITTEE: Public Works & Utilities

FROM: Kenneth Hari, Director of Public Works
Joseph Nebel, Superintendent of Operations
Paul Petrenko, Facilities Manager

PURPOSE: To restore, protect and improve the energy efficiency of existing modified bitumen applied sections of Village Hall Roofing.

BACKGROUND: When the Village Hall building was purchased in 1991, all roofing was replaced with the exception of a 10,200 square foot section located at the Northeast corner. This section of roof, which dated from 1985, was removed along with its damaged insulation and replaced in 2002 with a 60 mil EPDM sheet roofing material and tapered Poly-Iso insulation.

The remainder of the Village Hall flat roof (46,900 square foot) dates from 1991 and the modified bitumen top layer has now reached the end of its useful service life. Due to the current market cost of a complete tear off and roof replacement, an alternate method was explored that meets industry standards, grant requirements, environmental waste (green) goals, and one which remains within the budget. Thermographs were taken along with core samples to determine whether the insulation was dry and in good condition.

Based on the positive test results, a white Energy Star rated roof restoration polyurethane coating (White Knight) was specified as a cost effective and energy efficient alternative. This product's highly reflective white surface reflects over 80% of solar heat gain, reducing the amount of heat transferred into the building and is also sustainable. The roof life can be extended by recoating, not replacing the material thereby reducing future replacement costs.

DISCUSSION:

In order to get the best pricing and value for the specified roofing materials, US Communities Government Purchasing Alliance, of which the Village is an eligible agency and a purchasing member, was contacted. US Communities is a national strategic procurement resource with over 40,000 participating public agencies in 50 states.

State of Illinois Statutes, Chapter 5, General Provisions, Act 220 Intergovernmental Cooperation Act allows public agencies and municipalities to enjoin or “piggyback” onto qualified competitively bid public purchasing even if awarded outside the State of Illinois. Based on a current sealed bid award #09-5408 (November 24, 2009 to November 2012) issued by the Board of Commissioners of Cobb County, Georgia, Garland/DBS, Inc. was provided through US Communities as the low qualified bidder for national roofing supplies and related products and services.

However, since a portion of the funding is provided through the Energy Efficiency and Conservation Block Grant (EECBG) the labor portion of the roof restoration was bid using licensed Illinois roofing contractors. This was in accordance with House Bill 6349, signed on June 16, 2010 by Governor Quinn, which requires companies doing work on State funded public works projects to certify that 90 percent of their workers assigned to the project are Illinois residents when the unemployment rate exceeds 5 percent.

Specifications were written as a labor only bid that included the replacement of a defective roof hatch on the main bid portion, with an alternate bid proposal for several smaller non-critical sections of the Village Hall, all using the Garland supplied materials and product application procedures. Material quantities were requested from the bidders at the stipulated US Communities/Garland pricing to assure that the Village held no liability with respect to any materials shortages during the application of the manufacturer’s polyurethane product and that all the workmanship and material quantities would meet the Garland standard. Project oversight and inspections will be performed by Garland representatives. The awarded roofing contractor will provide a 2 year labor warranty and Garland will furnish a 15 year manufacturer warranty once the project has been completed.

On the bid open date of August 2, 2010, 7 bids were publically read. The summary results are as follows:

Contractor	Base Labor Bid	Base Bid Vendor Specified Material Cost	Alternate Labor Bid	Alternate Vendor Specified Material Cost	Total Base Bid Cost	Total (Base+Alt) Bid Cost
DCG Roofing	\$96,430.00	\$166,408.42	\$25,620.00	\$22,898.57	\$262,838.42	\$311,356.99
Crowther Roofing	\$93,775.00	\$205,564.06	\$9,500.00	\$24,563.75	\$299,339.06	\$333,402.81
Riddiford Roofing	\$71,374.00	\$176,829.16	\$13,090.00	\$19,296.95	\$248,203.16	\$280,590.11
Ridgeworth Roofing	\$57,375.00	\$395,242.96	\$10,350.00	\$59,694.89	\$452,617.96	\$522,662.85
Anthony Roofing	\$43,965.00	\$175,849.06	\$10,755.00	\$22,314.47	\$219,387.06	\$252,883.53
CSR Roofing	\$40,235.00	\$199,965.46	\$7,700.00	\$30,723.53	\$240,200.46	\$278,623.99
Waukegan Roofing	\$79,337.00	\$176,730.16	\$20,972.00	\$22,261.01	\$256,067.16	\$299,300.17

DISCUSSION CONTINUED:

When evaluating the summary data in the bit tabulation spreadsheet, Village staff looked at, not just the lowest proposed labor costs, but the lowest qualified total overall cost of the actual project including the vender specified material order cost and freight charges. When all qualification and financial factors are considered, Anthony Roofing is the low bidder.

FINANCIAL IMPACT:

The 2010 CIP contains an allocation of \$75,000 from General Fund along with \$165,000 in EECBG dollars to fund this roofing restoration. The base bid plus the alternate is at \$252,883.53 which exceeds our CIP budget by \$12,883.53. The difference will be furnished from various Facilities repair general fund accounts. It is anticipated there will be sufficient year-end funds to enable this transfer.

RECOMMENDATION:

Request authorization to award contract for Village Hall roof restoration to:

- a) Anthony Roofing Company, Aurora, IL (low bid), for labor and materials, at a cost not to exceed \$54,720.00; and
- B. Garland/DBS, Inc., Cleveland, OH (low bid), for materials only, at a cost not to exceed \$198,163.53,

for a total cost in an amount not to exceed \$252,883.53.

Note: Complete bid documents are in binder in Trustee's Ante Room

Paul Petrenko

From: TerrenceLaDuca@garlandind.com
Sent: Wednesday, August 11, 2010 3:01 PM
To: Paul Petrenko
Subject: Roof Cost Breakdown
Attachments: Project Cost WorkSheet.xls

Paul -

Here are the final numbers to submit for the Roof project to the Board.

Labor (depending on which option you choose)

- 1.) Base Bid : \$43,965.00
- 2.) Base + Alternate Bid: \$54,720.00

US Communities Material Pricing (depending on which option you choose)

- 1.) Base Bid + Freight Materials: $\$175,422.06 + \$427.00 = \$175,849.06$
- 2.) Base + Alternate + Freight Bid: $\$175,422.06 + \$22,253.22 + \$488.25 = \$198,163.53$

Total Project Cost - (Labor & Material)

- 1.) Base Bid - \$219,814.06
- 2.) Base + Alternate - \$252,883.53

Note: I added 5% to the cost of the freight to cover any fluctuations in delivery fees that may occur between now and when the actual materials are shipped. Freight charges are subject the changes after 6 days so I wanted to be extra careful not to be short in our estimations for freight costs.

Also, I am resending you the worksheet with all the bid results attached. I noticed the column titled "Total (Base + Alt) Bid Cost" had the formula incorrect. This is the corrected document.

Please let me know if you have any further questions.

Regards,

TJ LaDuca
The Garland Co.
Territory Mgr.
(716)536-1011

NOTE: THIS ELECTRONIC MAIL TRANSMISSION CONTAINS CONFIDENTIAL INFORMATION INTENDED FOR THE PERSON(S) NAMED. ANY USE, DISTRIBUTION, COPYING, OR DISCLOSURE OF THIS INFORMATION TO ANY OTHER PERSON OR ENTITY IS STRICTLY PROHIBITED.

Village of Hoffman Estates
 Roof Restoration
 Project Cost Analysis Breakdown

			Enter Quantities Below for Base Bid only							
Contractor	Base Bid	Alternate Bid	White Knight Plus - Base (5 Gal)	White Knight Plus - Top Coat (5 Gal)	White Knight Plus - Base (55 Gal)	White Knight Plus - Top Coat (55 Gal)	Stress Ply IV Plus	Garla- Primo	Total Base Bid Material Cost	
1	DCG Roofing	\$96,430.00	\$25,620.00	3	3	15	15	3	2	\$165,981.42
2	Crowther Roofing	\$83,775.00	\$9,500.00	204	204	0	0	15	2	\$205,221.06
3	Riddiford Roofing	\$71,374.00	\$13,090.00	2	2	16	16	6	1	\$176,402.16
4	Ridgeworth Roofing	\$57,375.00	\$10,350.00	190	190	18	18	50	10	\$394,815.96
5	Anthony Roofing	\$43,955.00	\$10,755.00	175	175	16	16	8	70	\$354,350.70
6	CSR Roofing	\$40,235.00	\$7,700.00	196	196	0	0	25	1	\$199,538.48
7	Waukegan Roofing	\$79,337.00	\$20,972.00	176	176	0	0	10	1	\$176,303.16
8										\$0.00
9										\$0.00
10										\$0.00
11										\$0.00
12										\$0.00
13										\$0.00
14										\$0.00
15										\$0.00
16										\$0.00
Unit Cost			\$494.01	\$494.01	\$5,404.41	\$5,404.41	\$231.66	\$95.04		

			Enter Quantities Below for Alternate Bid Only										
Contractor	Base Bid	Alternate Bid	White Knight Plus - Base (5 Gal)	White Knight Plus - Top Coat (5 Gal)	White Knight Plus - Base (55 Gal)	White Knight Plus - Top Coat (55 Gal)	Stress Ply IV Plus	Garla- Primo	Total Alternate Material Cost	Total Base Bid Cost	Total (Base+Alt) Bid Cost	Bid Bond	
1	DCG Roofing	\$96,430.00	\$25,620.00	1	1	2	2	1	0	\$22,837.32	\$262,411.42	\$285,248.74	yes
2	Crowther Roofing	\$83,775.00	\$9,500.00	24	24	0	0	3	1	\$24,502.50	\$298,996.06	\$323,498.56	yes
3	Riddiford Roofing	\$71,374.00	\$13,090.00	19	19	0	0	2	0	\$19,235.70	\$247,776.16	\$267,011.86	yes
4	Ridgeworth Roofing	\$57,375.00	\$10,350.00	25	25	3	3	10	2	\$59,633.64	\$452,190.96	\$511,824.60	yes
5	Anthony Roofing	\$43,955.00	\$10,755.00	22	22	2	2	1	3	\$43,870.86	\$398,315.70	\$442,186.56	yes
6	CSR Roofing	\$40,235.00	\$7,700.00	30	30	0	0	4	1	\$30,662.28	\$239,773.46	\$270,435.74	yes
7	Waukegan Roofing	\$79,337.00	\$20,972.00	22	22	0	0	2	0	\$22,199.76	\$265,640.16	\$277,839.92	yes
8										\$0.00	\$0.00	\$0.00	
9										\$0.00	\$0.00	\$0.00	
10										\$0.00	\$0.00	\$0.00	
11										\$0.00	\$0.00	\$0.00	
12										\$0.00	\$0.00	\$0.00	
13										\$0.00	\$0.00	\$0.00	
14										\$0.00	\$0.00	\$0.00	
15										\$0.00	\$0.00	\$0.00	
16										\$0.00	\$0.00	\$0.00	
Unit Cost			\$494.01	\$494.01	\$5,404.41	\$5,404.41	\$231.66	\$95.04					

Paul Petrenko

From: Billy Gates [bgates@anthonyroofing.com]
Sent: Tuesday, August 10, 2010 3:04 PM
To: Paul Petrenko
Cc: TerrenceLaDuca@garlandind.com
Subject: Letter of Clarification

Letter Of Clarification

On the addendum to bid package form under product and product quantity I filled in both: the space for 5 gal buckets, and the space for 55 gal drums for both the base bid and alternate sections. The reason both were filled in was I thought that since the village would be purchasing the materials there were lines provided for each so that the village could use their discretion on which on which material container they would prefer to purchase. That is why I filled in both lines. We will not need both 5 gal buckets and 55 gallon drums of material. Anthony Roofing will only need (175) 5 gallon buckets of base coat and (175) 5 gallon buckets of top coat for base bid section and (22) 5 gallon buckets of base coat and (22) buckets of top coat for the alternate section. We will need no 55 gallon drums for either section. Also a clerical error was made when typing the quantity for Garla-prime on the bid base section. The quantity should be "7" not "70" as typed.

Any questions please feel free to contact me at anytime.

Kindest Regards,
Billy Gates

Billy Gates | Account Executive | bgates@anthonyroofing.com | O: 630.499.6110 | C: 630.514.5552 | F: 630.898.1389

 **TECTA AMERICA Anthony Roofing**

2555 White Oak Circle

Aurora, IL 60502

ADDENDUM TO BID PACKAGE

It is the intent of the Village of Hoffman Estates to purchase materials for the Village hall Roof Restoration Project located at 1900 Hassell Rd. Hoffman Estates, IL 60169 directly from Garland/DBS, Inc., based upon the Agency's participation in the U.S. Communities™ Government Purchasing Alliance's program for Roofing Supplies and Related Products and Services, as priced by and awarded to Garland/DBS, Inc., resulting from the competitively solicited Sealed Bid # 09-5408 issued by the Cobb County Board of Commissioners.

As a bidder on the Project, you are required to fill in your order quantities for the following materials as listed below:

Product #	Product Name	Unit / Size	Coverage Rate	Quantity
Base Bid Sections 1 - 6				
7837-5	White Knight Plus (Base Coat)	5 gal	2 Gal. per sq	
7828-5	White Knight Plus (Top Coat)	5 gal	2 Gal. per sq	
7837-55	White Knight Plus (Base Coat)	55 gal	2 Gal. per sq	
7828-55	White Knight Plus (Top Coat)	55 gal	2 Gal. per sq	
4383	StressPly IV Plus (torch cap)	26'2"x 3'3" ea	75 sq. ft roll	
7612-5	Garla-Prime	5 Gal	75-125 sq. ft/gal	
Alternate Bid Sections 7-9				
7837-5	White Knight Plus (Base Coat)	5 gal	2 Gal. per sq	
7828-5	White Knight Plus (Top Coat)	5 gal	2 Gal. per sq	
7837-55	White Knight Plus (Base Coat)	55 gal	2 Gal. per sq	
7828-55	White Knight Plus (Top Coat)	55 gal	2 Gal. per sq	
4383	StressPly IV Plus (torch cap)	26'2"x 3'3" ea	75 sq. ft roll	
7612-5	Garla-Prime	5 Gal	75-125 sq. ft/gal	

PLEASE NOTE:

1. It is the responsibility of the bidder to obtain any product-related information and pricing from the Garland representative prior to bid submission.
2. The bidder takes full responsibility for the material quantities entered above. Any additional materials required to complete the Project, over and above the quantities submitted by the bidder in this addendum, will be billed to the bidder directly and will not be the responsibility of the Agency.
3. Material quantities will be cross-referenced to an expected Project take-off to verify accuracy. Any bids that have material quantities substantially below or above the anticipated requirements for the Project will be rejected unless a detailed explanation is provided.



The Strategic Procurement Source

Designed in cooperation with an Advisory Board of local and state government purchasing officials and jointly sponsored by the National Association of Counties (NACo), the National League of Cities (NLC), the National Institute of Governmental Purchasing (NIGP), the Association of School Business Officials International (ASBO) and the United States Conference of Mayors (USCM), U.S. Communities pools the purchasing power of public agencies, achieves bulk volume discounts on behalf of public agencies, competitively solicits quality products through a lead public agency and provides a purchasing forum for public agencies nationwide.

Eligible Agencies

Government & Public Service Agencies, including:

States

Local Government

Cities, Towns and Villages
 Counties
 Special Districts

Education

Public or Private K-12 Schools
 Community Colleges
 Public or Private Colleges & Universities

Nonprofits

40,000 Agencies

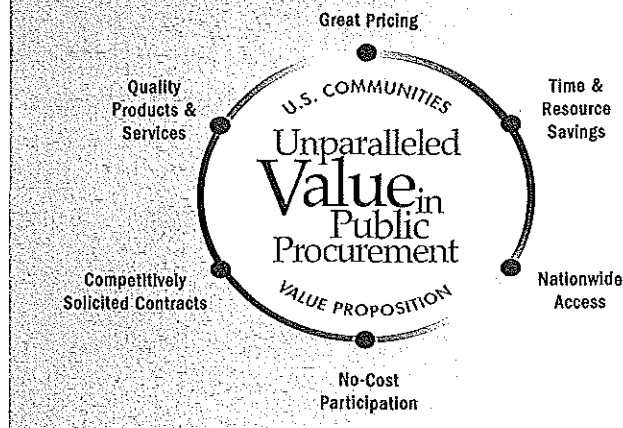
44 of the largest 50 Counties

41 of the largest 50 Cities

41 of the largest 50 School Districts

35 of the largest 50 Universities

U.S. Communities Value Proposition



Key Advantages

Savings

- Most favorable government pricing
- No user fees
- Frees resources for other public priorities, programs and services
- Contracts authorize volume discounts/annual rebates

Competitively Solicited

- All contracts are competitively solicited government contracts and non-exclusive
- Meets government agency "piggybacking" requirements

Oversight provided by Public Purchasing Professionals

- Advisory Board guides program direction and selects products
- Advisory Board initiates and manages competitive solicitations

Aggregate Purchasing Power

- Combines potential purchasing power of up to 90,000 local agencies
- Expands purchasing choices beyond state boundaries
- Currently over 40,000 participating public agencies in 50 states

Think of

US first

for PROVIDING SOLUTIONS

U.S. Communities Government Purchasing Alliance



Founding Co-Sponsors

National Association of Counties (NACo)
 National League of Cities (NLC)
 National Institute of Governmental Purchasing (NIGP)
 Association of School Business Officials International (ASBO)
 United States Conference of Mayors (USCM)
 Oversight provided by a National Network of State, County,
 Municipal & School Associations

Current Products and Supplier Partners

Office & School Supplies	Office DEPOT.
Maintenance, Repair & Operating Supplies	FACILITIES MAINTENANCE
Technology Products & Equipment	TECHDEPOT. by Office DEPOT. Insight OFFICE SUPPLIES
Technology Services & Solutions	gtsi. Insight OFFICE SUPPLIES
Print Solutions	Office DEPOT.
Electrical & Data Communications	Graybar. works to your advantage.
Office Machines	RICOH LANIER SAVIN.
Office Furniture	HAWORTH. HermanMiller Knoll
Janitorial Supplies	ZEP
Education Furniture	VROCO Approved for Education
Park & Playground	Gammell Bros. landscape structures
NEW! Athletic Equipment & P.E. Supplies	WEN SPORTS US Games
Homeland Security & Public Safety Solutions	HAGEMeyer
Paint Solutions	BEHR.
Auto Parts & Accessories	AutoZone
Synthetic Turf & Other Athletic Surfaces	AstroTurf
Science/Labware Supplies & Equipment	Fisher Science Education
Elevator Maintenance & Service	Dedicated to People Flow. KONE
Equipment & Tool Rental Services	Hertz Equipment Rental
NEW! Roofing Supplies, Related Products & Services	DBS
NEW! Uniform & Work Apparel	ServiceWear apparel

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Advisory Board

The U. S. Communities Advisory Board is made up of key government purchasing officials from across the United States. The Advisory Board provides leadership and overall direction for U.S. Communities.

City of Charlotte/ Mecklenburg County Karen Ruppe C.P.M.; CLGPO; CPPB Commodities Supervisor Procurement Services Division	School District of Hillsborough County Jean Bowman General Manager of Purchasing
Cobb County Rick Brun Purchasing Director	City of Houston Calvin Wells, C.P.M. City Purchasing Manager
Dallas County Linda Boles Assistant Purchasing Agent	City of Los Angeles Kenneth F. Desowitz, C.P.M. Director of Supply Services
Davis Joint Unified School District Rey Reyes Director of Operations	Los Angeles County Gerald R. Plummer Division Manager, Purchasing Division
City and County of Denver Jim McIntyre Director of Purchasing	Maricopa County Steve Dahle, CPPB, CPPO, C.P.M. Strategic Contract Manager
Emory University Rex Hardaway Director of Contracts	Miami-Dade County/ Public Health Trust, FL Theodore Lucas, CPPO, FCPM Vice President, Jackson Health System
Fairfax County Cathy Muse CPPO Director, Dept. of Purchasing & Supply Management	North Carolina State University Robert Wood Director, Materials Management/Purchasing
State of Georgia Terry A. Doumkos, MBA, CSSBB Director of Strategic Sourcing	Salem-Keizer School District LaVon Maskell Purchasing Coordinator
Great Valley School District Charles Linderman Director of Business Affairs	City of San Antonio Janie B. Cantu, CPPB, C.P.M. Director of Purchasing
Harford County Public Schools, MD John Miller, CPPO Director of Purchasing	San Diego Unified School District Arthur S. Hanby, Jr. CPPO, CPPB, C.P.M., A.P.P. Director, Business Support Services
Hennepin County Michael Scanlan, CPPO, CACM Senior Buyer	City of Seattle Nancy Locke City Purchasing Manager



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 with **Going Green!**

U.S. COMMUNITIES Contracts

Close

ROOFING SUPPLIES AND RELATED PRODUCTS AND SERVICES CONTRACT

Solicited by **Cobb County, Georgia**

Contract Term: 3 years, Nov. 24, 2009 to Nov. 23, 2012

Extension: full renewal option per the Project Manual



Supplier Contact

Contact Information

www.garlandco.com
 Tel. No. (800) 321-9336
 Fax. No. (216) 883-2527
 uscommunities@garlandind.com

You must be a registered participant to utilize the U.S. Communities contract. If not, please click here to Register to Participate.

How to Order

Recovery Toolbox

Contract Documents

- Master Agreement No. 09-5408
- Pricing Tabulation No. 09-5408

RFP Documents

- Invitation to Bid: ITB 09-5408
- ITB 09-5408 Addendum 1 Bid Pricing Form
- ITB 09-5408 Addendum 2 Bid Opening
- ITB 09-5408 Addendum 3 Pre-Bid Meeting Details
- ITB 09-5408 Addendum 4 Modification of Specifications

- ITB 09-5408 Posting Documentation

RFP Posting Summary

No. of suppliers participated in the solicitation process: 6 responded; posted in the Internet

- U.S. Communities: Upcoming Contract
Date Posted: May. 01, 2009 to June 4, 2009
- Canadian MERX Public Tenders
Date Posted: May. 01, 2009 to June 4, 2009
- DemandStar by Onvia
Date Posted: May. 01, 2009 to June 4, 2009
- Cobb County Purchasing System
Date Posted: May. 01, 2009 to June 4, 2009
- Association of Oregon Counties
Date Posted: May. 01, 2009 to June 4, 2009
- State of Hawaii and Oregon
Date Posted: May. 01, 2009 to June 4, 2009
- State of Nevada, Dept of Administration
Date Posted: May. 01, 2009 to June 4, 2009
- BidClerk web site
Date Posted: May. 01, 2009 to June 4, 2009

Cobb County, Georgia
Sealed Bid #09-5408
Roofing Supplies and Related Products and Services
Phase II Pricing Tabulation
Award To Garland /DBS, LLC

	Firestone	Garland	Simon	Roth
Cobb County Library -East	\$ 118,110.04	\$ 60,760.90	\$ 68,425.11	\$84,785.80
Cobb County Governmental Building-South	\$ 108,324.31	\$ 77,432.29	\$ 253,436.12	\$83,589.56
Cobb County Governmental Building-East	\$ 41,021.51	\$ 23,728.90	\$ 71,674.81	\$26,631.14
Sub Total	\$ 267,455.86	\$ 161,922.09	\$ 393,536.04	\$195,006.50
Line 27	\$ 1,160.00	\$ 1,108.08	\$ 1,260.00	Included
Line 35	\$ 300.00	Included	Included	Included
New Total	\$ 268,915.86	\$ 163,030.17	\$ 394,796.04	\$195,006.50

Reference No. 10330

Scanned Date: _____

**MASTER AGREEMENT
(CONTRACT)**

PAGE 1 OF 1 DATE: November 30, 2009

MASTER AGREEMENT

OWNER: COBB COUNTY BOARD OF COMMISSIONERS
100 CHEROKEE STREET
MARIETTA, GEORGIA 30060

CONTRACTOR: CONTRACTOR NAME: THE GARLAND COMPANY, INC.-GARLAND / DBS, LLC
ADDRESS: 3800 EAST 91ST STREET, CLEVELAND, OHIO 44105

WORK: **ROOFING SUPPLIES AND RELATED PRODUCTS AND SERVICES:** The undersigned parties understand and agree to comply with and be bound by the entire contents of Sealed Bid #09-5408: ROOFING SUPPLIES AND RELATED PRODUCTS AND SERVICES' PROJECT MANUAL (aka, the Contractor's Bid Proposal submitted June 4, 2009) which is incorporated here in by reference. Contractor understands and agrees that the bonds and insurance required by the Project Manual are to be kept current at all times through the length of each term and for 90 Days following completion of each term. Bonds and insurance must be renewed and presented to the owner at the time of each renewal term if Owner chooses to renew. Bonds and insurance shall be written by a firm acceptable to the Owner as specified in the Project Manual.

TERM: November 24, 2009 to November 23, 2012, with full renewal options per the Project Manual. Owner shall exercise renewal options by issuance and delivery to Contractor of a written notice to renew this Agreement.

PROJECT: **ROOFING SUPPLIES AND RELATED PRODUCTS AND SERVICES** in accordance with the Project Manual.

PRICE: Prices as stated for all schedules included in the Project Manual.

BILLING: All original invoices shall be submitted directly to the Cobb County Finance Department. Invoices shall bill only for Work completed during the period covered by the invoice and shall clearly identify such work in accordance with invoicing guidelines in the Project Manual.

IN WITNESS WHEREOF, this Agreement was duly executed by Owner and accepted by Contractor to be effective as of the date first above written.

Cobb County Board of Commissioners
100 Cherokee Street
Marietta, Ga. 30060



Garland / DBS, LLC
East 91st Street
Cleveland, Ohio 44105

Samuel S. Olens, Chairman

David M. Sokol, President

Date: Dec. 8, 2009

Date: 12/04/09

Federal Tax ID Number: 27-0288466

APPROVED AS TO FORM

COUNTY ATTORNEY'S OFFICE

APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS
11-24-09 KK

Public Act 096-0584

SB0420 Enrolled

LRB096 06455 RCE 16539 b

AN ACT concerning finance.

Be it enacted by the People of the State of Illinois,
represented in the General Assembly:

Section 5. The Governmental Joint Purchasing Act is amended
by changing Sections 2, 3, and 4 as follows:

(30 ILCS 525/2) (from Ch. 85, par. 1602)

Sec. 2. Joint purchasing authority.

(a) Any governmental unit may purchase personal property, supplies and services jointly with one or more other governmental units. All such joint purchases shall be by competitive bids as provided in Section 4 of this Act. The provisions of any other acts under which a governmental unit operates which refer to purchases and procedures in connection therewith shall be superseded by the provisions of this Act when the governmental units are exercising the joint powers created by this Act.

(a-5) The Department of Central Management Services may purchase personal property, supplies, and services jointly with a governmental entity of another state or with a consortium of governmental entities of one or more other states. Subject to provisions of the joint purchasing solicitation, the Department of Central Management Services may designate the resulting contract as available to governmental units in Illinois.

(b) Any not-for-profit agency that qualifies under Section 45-35 of the Illinois Procurement Code ~~7-1 of the Illinois Purchasing Act~~ and that either (1) acts pursuant to a board established by or controlled by a unit of local government or (2) receives grant funds from the State or from a unit of local government, shall be eligible to participate in contracts established by the State.

(Source: P.A. 87-960.)

(30 ILCS 525/3) (from Ch. 85, par. 1603)

Sec. 3. Conduct of bid-letting. Under any ~~any~~ agreement of the governmental units that which desire to make joint purchases pursuant to subsection (a) of Section 2, one of the governmental units shall conduct the letting of bids. Where the State of Illinois is a party to the joint purchase agreement, the Department of Central Management Services shall conduct the letting of bids. Expenses of such bid-letting may be shared by the participating governmental units in proportion to the amount of personal property, supplies or services each unit purchases.

When the State of Illinois is a party to the joint purchase agreement pursuant to subsection (a) of Section 2, the acceptance of bids shall be in accordance with the Illinois Procurement Code and rules promulgated under that Code. When the State of Illinois is not a party to the joint purchase

agreement, the acceptance of bids shall be governed by the agreement.

When the State of Illinois is a party to a joint purchase agreement pursuant to subsection (a-5) of Section 2, the State may act as the lead state or as a participant state. When the State of Illinois is the lead state, all such joint purchases shall be conducted in accordance with the Illinois Procurement Code. When Illinois is a participant state, all such joint purchases shall be conducted in accordance with the procurement laws of the lead state; provided that all such joint procurements must be by competitive sealed bid. All resulting awards shall be published in the appropriate volume of the Illinois Procurement Bulletin as may be required by Illinois law governing publication of the solicitation, protest, and award of Illinois State contracts. Contracts resulting from a joint purchase shall contain all provisions required by Illinois law and rule.

The personal property, supplies or services involved shall be distributed or rendered directly to each governmental unit taking part in the purchase. The person selling the personal property, supplies or services may bill each governmental unit separately for its proportionate share of the cost of the personal property, supplies or services purchased.

The credit or liability of each governmental unit shall remain separate and distinct. Disputes between bidders and governmental units shall be resolved between the immediate parties.

(Source: P.A. 90-572, eff. date - See Sec. 99-5.)

(30 ILCS 525/4) (from Ch. 85, par. 1604)

Sec. 4. Bids. The purchases of all personal property, supplies and services under this Act shall be based on competitive, sealed bids. For purchases pursuant to subsection (a) of Section 2, bids Bids shall be solicited by public notice inserted at least once in a newspaper of general circulation in one of the counties where the materials are to be used and at least 5 calendar days before the final date of submitting bids. Where the State of Illinois is a party to the joint purchase agreement, public notice soliciting the bids shall be inserted in the appropriate volume of the Illinois Procurement Bulletin official newspaper of the State. Such notice shall include a general description of the personal property, supplies or services to be purchased and shall state where all blanks and specifications may be obtained and the time and place for the opening of bids. The governmental unit conducting the bid-letting may also solicit sealed bids by sending requests by mail to prospective suppliers and by posting notices on a public bulletin board in its office.

All purchases, orders or contracts shall be awarded to the lowest responsible bidder, taking into consideration the qualities of the articles or services supplied, their conformity with the specifications, their suitability to the requirements of the participating governmental units and the delivery terms.

Where the State of Illinois is not a party, all bids may be rejected and new bids solicited if one or more of the participating governmental units believes the public interest may be served thereby. Each bid, with the name of the bidder, shall be entered on a record, which record with the successful bid indicated thereon shall, after the award of the purchase or

order or contract, be open to public inspection. A copy of all contracts shall be filed with the purchasing agent or clerk or secretary of each participating governmental unit.
(Source: P.A. 76-641.)

Section 99. Effective date. This Act takes effect January 1, 2010.

Effective Date: 1/1/2010

SECOND AMENDMENT TO MASTER AGREEMENT

This Second Amendment to Master Agreement (the "Second Amendment") is made as of July 21st, 2010, by and between Cobb County, Georgia ("Cobb County") and Garland/DBS, Inc., a Delaware corporation ("Contractor").

RECITALS

WHEREAS, Cobb County and Contractor entered into that certain Master Agreement dated as of November 24, 2009 (the "Master Agreement"); and

WHEREAS, Cobb County and Contractor wish to enter into this Second Amendment for the purpose of addressing compliance by Contractor with the Federal Emergency Management Agency's Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

NOW, THEREFORE, the parties hereto, for the consideration, promises and mutual covenants set forth herein and in the Master Agreement agree as follows.

SECTION 1. Compliance. Contractor in providing services under the Master Agreement shall comply with and it shall require those to which it sells products and services to comply with the terms and conditions set forth in Exhibit A attached hereto that is titled "FEMA Standard Terms and Conditions Addendum for Contracts and Grants", which is adopted by reference and incorporated into the Master Agreement as though fully set forth therein.

SECTION 2. Master Agreement Remains in Full Force. The Master Agreement, except as amended by this Second Amendment remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to be effective on the day and year first written above.

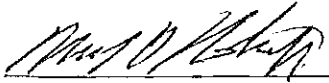
GARLAND/DBS, INC.,
a Delaware corporation

By 

Name: CHUCK RZPERT

Title: CHIEF FINANCIAL OFFICER

COBB COUNTY, GEORGIA

By 

Name: MARK D. KOHNHOFF

Title: Interim Purchasing Director

Approved as to form:

By Deborah Dance with express permission - MAIL 7/21/10

Name: Deborah Dance

Title: Assistant County Attorney

EXHIBIT A

FEMA STANDARD TERMS AND CONDITIONS ADDENDUM FOR CONTRACTS AND GRANTS

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), Cobb County is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
2. Pursuant to 44 CFR 13.36(i)(2), Cobb County may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
 - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:

a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the Cobb County and be disposed of in accordance with Cobb County policy. Cobb County, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

6. Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:

a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

- (1) The copyright in any work developed under a grant or contract; and
- (2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.

7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as Cobb County deems necessary, Contractor shall permit Cobb County, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.

8. Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or Cobb County makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

FIRST AMENDMENT TO MASTER AGREEMENT

This First Amendment to Master Agreement (the "Amendment") is made as of March 17th, 2010, by and between Cobb County, Georgia ("Cobb County") and Garland/DBS, Inc., a Delaware corporation (the "Company").

RECITALS

WHEREAS, Cobb County and the Company entered into a Master Agreement dated as of November 24, 2009 (the "Master Agreement"); and

WHEREAS, Cobb County and the Company wish to enter into this Amendment for the purpose of addressing compliance with the federal American Recovery and Reinvestment Act of 2009, Pub.L. 111-5 (the "Recovery Act") by the Company.

NOW, THEREFORE, the parties hereto, for the consideration, promises and mutual covenants set forth herein and in the Master Agreement agree as follows.

AGREEMENT


SECTION 1. Compliance. The Company in providing services under the Agreement shall comply with and shall require those to which it sells products and services to comply with the terms and conditions set forth in Exhibit A hereto that is titled "ARRA Standard Terms and Conditions Addendum for Contracts and Grants" which is adopted by reference and incorporated into the Master Agreement as though fully set forth therein. In Exhibit A, the Company is called the "Contractor/Grantee".


SECTION 2. Agreement Remains in Full Force. The Master Agreement, except as amended by this Amendment remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective on the day and year first written above.

Cobb County Board of Commissioners

APPROVED AS TO FORM:

By: 
Rick Brun - Purchasing
DIRECTOR

 - P.O. DD
County Attorney's Office

Garland/DBS, Inc.

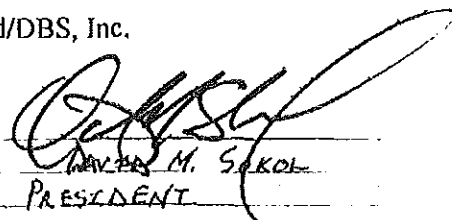
By: 
Name: Mark M. Sakol
Title: PRESIDENT

EXHIBIT A

**ARRA STANDARD TERMS AND CONDITIONS ADDENDUM
FOR CONTRACTS AND GRANTS**

If a contract or grant involves the use of funds from the federal American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 ("Recovery Act"), the following terms and conditions apply. As used in this Section, "Contractor/Grantee" means the contractor or grantee receiving Recovery Act funds from Cobb County, Georgia ("Cobb County") under this agreement.

- 1. The Contractor/Grantee specifically agrees to comply with each of the terms and conditions contained herein.*

- 2. Contractor/Grantee understands and acknowledges that the federal stimulus funding process is still evolving and that new requirements for Recovery Act compliance may still be forthcoming from federal government, State of Georgia, and Cobb County. Accordingly, Contractor/Grantee specifically agrees that both it and subcontractors/subgrantees will comply with all such requirements during the contract period.*

AVAILABILITY OF FUNDING

Contractor/Grantee agrees that programs supported with temporary federal funds made available from the Recovery Act may not be continued with Cobb County financed appropriations once the temporary federal funds are expended.

BUY AMERICA REQUIREMENT

Contractor/Grantee agrees that pursuant to Section 1605 of Title XV of the Recovery Act, neither Contractor/Grantee nor its subcontractors/subgrantees will use Recovery Act funds for a project for the construction, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. This requirement shall be applied unless the use of alternative materials has been approved by a federal agency pursuant to Section 1605.

CONFLICTING REQUIREMENTS

Contractor/Grantee agrees that, to the extent Recovery Act requirements conflict with Cobb County requirements, the Recovery Act requirements shall control.

FALSE CLAIMS ACT

Contractor/Grantee agrees that it shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subgrantee, subcontractor or other person has submitted a claim under the federal False Claims Act, as amended, 31 U.S.C. §§3729-3733, or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

**ARRA STANDARD TERMS AND CONDITIONS ADDENDUM
FOR CONTRACTS AND GRANTS**

ENFORCEABILITY

Contractor/Grantee agrees that if Contractor/Grantee or one of its subcontractors/subgrantees fails to comply with all applicable federal and state requirements governing the use of Recovery Act funds, Cobb County may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the Cobb County under all applicable state and federal laws.

INSPECTION OF RECORDS

Contractor/Grantee agrees that it shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the federal Inspector General Act of 1978, as amended, 5 U.S. App. §§3 and 8(g), or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) interview any officer or employee of Contractor/Grantee or any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the Recovery Act.

JOB POSTING REQUIREMENTS

Section 1512 of the Recovery Act requires states receiving stimulus funds to report on jobs created and retained as a result of the stimulus funds. Contractors/Grantees who receive Recovery Act funded contracts are required to post jobs created and retained as a result of stimulus funds on the State of Georgia's appropriate website.

PROHIBITION ON USE OF RECOVERY ACT FUNDS

Contractor/Grantee agrees that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.

REPORTING REQUIREMENTS

Pursuant to Section 1512 of Title XV of the Recovery Act, entities receiving Recovery Act funds must submit a report to the federal government no later than ten (10) calendar days after the end of each calendar quarter. This report must contain the information outlined below. Accordingly, Contractor/Grantee agrees to provide the County with the following information in a timely manner:

- a. The total amount of Recovery Act funds received by Contractor/Grantee during the Reporting Period;
- b. The amount of Recovery Act funds that were expended or obligated during the Reporting Period;

**ARRA STANDARD TERMS AND CONDITIONS ADDENDUM
FOR CONTRACTS AND GRANTS**

- c. A detailed list of all projects or activities for which Recovery Act funds were expended or obligated, including:
- i. the name of the project or activity;
 - ii. a description of the project or activity;
 - iii. an evaluation of the completion status of the project or activity; and
 - iv. an estimate of the number of jobs created and the number of jobs retained by the project or activity;
- d. For any subcontracts or subgrants equal to or greater than \$25,000:
- i. The name of the entity receiving the subaward;
 - ii. The amount of the subaward;
 - iii. The transaction type;
 - iv. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
 - v. Program source;
 - vi. An award title descriptive of the purpose of each funding action;
 - vii. The location of the entity receiving the subaward;
 - viii. The primary location of the subaward, including the city, state, congressional district and country;
 - ix. A unique identifier of the entity receiving the sub-award and the parent entity of Contractor/Grantee, should the entity be owned by another; x. The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; and 2) \$25M or more in annual gross revenue from Federal awards.
- e. For any subcontracts or subgrants of less than \$25,000 or to individuals, the information required may be reported in the aggregate and requires the certification of an authorized officer of Contractor/Grantee that the information contained in the report is accurate.
- f. Any other information reasonably requested by the County or required by state or federal law or regulation. Standard data elements and federal instructions for use in complying with reporting requirements under Section 1512 of the Recovery Act, are pending review by the federal government, and were published in the Federal Register, 74 Federal Register, 14824 (April 1, 2009), and are to be provided online at www.FederalReporting.gov.

SEGREGATION OF FUNDS

Contractor/Grantee agrees that it shall segregate obligations and expenditures of Recovery Act funds from other funding. No part of funds made available under the Recovery Act may be commingled with any other funds or used for a purpose other than that of making payments for costs specifically allowable under the Recovery Act.

**ARRA STANDARD TERMS AND CONDITIONS ADDENDUM
FOR CONTRACTS AND GRANTS**

SUBCONTRACTOR REQUIREMENTS

Contractor/Grantee agrees that it shall include these standard terms and conditions, including this requirement, in any of its subcontracts or subgrants in connection with projects funded in whole or in part with funds available under the Recovery Act.

WAGE REQUIREMENTS

Contractor/Grantee agrees that, in accordance with Section 1606 of Title XVI of the Recovery Act, both it and its subcontractors shall fully comply with this section in that, notwithstanding any other provision of law, and in a manner consistent with the other provisions of the Recovery Act, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40 of the United States Code.

WHISTLEBLOWER PROTECTION

Contractor/Grantee agrees that both it and its subcontractors/subgrantees shall comply with Section 1553 of the Recovery Act, which prohibits all non-federal Contractor/Grantees of Recovery Act funds, including Cobb County, and all contractors and grantees of Cobb County, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of (1) gross mismanagement of a contract or grant relating to Recovery Act funds; (2) a gross waste of Recovery Act funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of Recovery Act funds; (4) an abuse of authority related to implementation or use of Recovery Act funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to Recovery Act funds. In addition, Contractor/Grantee agrees that it and its subcontractors/subgrantees shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of the Recovery Act.

CONTRACT AMENDMENT FY 10-01

Term of Current Contract: 11/24/09-11/23/12
Date of Amendment: 2/24/10

Owner: Cobb County Board of Commissioners, Cobb County, Georgia
Contractor: The Garland Company, Inc/Garland/DBS, LLC
Project: Roofing Supplies and Related Services-Sealed Bid 09-5408

This action amends the current contract referenced above. It is valid when signed by both the owner and the contractor. The signature of the Contractor indicates his agreement herewith.

Item #1: To change the name of the contractor from Garland/DBS, LLC to Garland/DBS, Inc.

ACCEPTED- The above is satisfactory and is hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless before or herein modified.

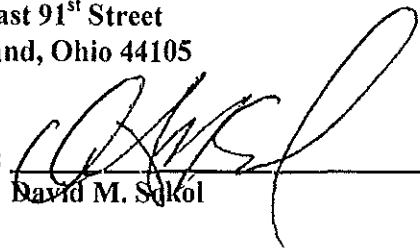
OWNER
Cobb County Board of Commissioners
100 Cherokee Street
Marietta, Georgia 30060

Signed: 
Rick Brun

Title: Purchasing Director

Date: 3-03-2010

CONTRACTOR
Garland/DBS, Inc.
3800 East 91st Street
Cleveland, Ohio 44105

Signed: 
David M. Sokol

Title: President

Date: 02/26/10

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request authorization to award an engineering professional service contract for the design of three Hassell Road Culvert Crossings to Hey and Associates of Chicago, IL in an amount not to exceed \$107,395

MEETING DATE: August 31, 2010

COMMITTEE: Public Works and Utilities

FROM: Gary Salavitch

PURPOSE: Request authorization to award an engineering professional service contract for the design of three Hassell Road Culvert Crossings to Hey and Associates of Chicago, IL in an amount not to exceed \$107,395.

BACKGROUND: The condition of the pavement on Hassell Road from Barrington Road to Fairway Court requires reconstruction as soon as possible. To reduce Village costs for this work, staff has applied for Surface Transportation Program (STP) funding through the Northwest Municipal Conference (NWMC). In addition to street reconstruction, this section of Hassell Road includes three culvert crossings of the East Branch of Poplar Creek. Including culvert replacement, the street reconstruction project is estimated at \$4,800,000.

This project was approved for the NWMC's "B" list for STP funding and could be moved up to the NWMC's Five Year Plan with the recent approval of the Federal Aid Urban System designation of Hassell Road. Staff is also looking at bicycle and pedestrian improvements that could improve the current NWMC rating to possibly allow this project to move forward on the Five Year Plan.

Proceeding with the design of the replacement culverts could improve the Village's chances of receiving STP funding sooner. Staff anticipated the design costs for the three culverts could range from \$80,000 to \$120,000. In addition, staff would be completing Phase I (Study), Phase II (Design) of the Hassell Road Reconstruction project in house to reduce overall costs for this project.

DISCUSSION: The Village issued a Request for Proposals (RFP) for qualified engineering firms to perform the design, permitting and modeling of the replacement of the two corrugated metal pipe (CMP) culverts and the replacement evaluation of the box culverts near Barrington Square.

DISCUSSION: (continued)

The RFP was also posted on the Village's website. As part of the RFP, the Village requested a detailed "cost not to exceed" estimate. Twenty-three proposals with sealed fee estimates were received by the due date.

Staff evaluated each proposal for the following categories: Phase I, Phase II, permitting with various agencies, similar projects, firm and staff qualifications, project approach and understanding, scope of services and various project related issues. The combined categories contained a total of 25 criteria being reviewed for each proposal. The ability of the firm to move this project through IDOT and the permitting processes is critical to the project's success while also preparing a technically sound engineering design. The sealed cost fees were used only after evaluating all the proposals. Following the review of the proposals, four consultants were selected for interviews based on the quality of the proposal and the submitted costs.

During the course of the interviews, the same questions were presented to each consultant followed by specific questions to clarify their proposal. During the interviews, staff learned that IDOT would require a Bridge Condition Report (BCR) as part of their review. The Village's RFP did not include this requirement and the fees listed in this report were revised to include the requirement. Another consultant has now confirmed that a BCR will be necessary.

FEE SUMMARY

CONSULTANT	FEE ESTIMATE TOTAL
Bonestroo	\$75,842
Stanley Consultants	\$94,900
C. B. Burke Engineering	\$106,590
Hey and Associates	\$107,395

The cost range for the 23 proposals was from \$54,421 to \$354,508 with an average cost of \$152,482. The short listed consultant's proposed fees were below the average cost. A copy of the proposals are in the trustees' reading room.

Based on the consultant proposals and interview performance, Hey and Associates is recommended for award of this contract. They provided the most confidence in the interview process. Bonestroo and Stanley both provided lower fee proposals but did not demonstrate a comprehensive knowledge of culvert evaluation and replacement. For example, Bonestroo suggested that the Village replace the existing CMP with new CMP. Stanley provided more marketing information rather than culvert details. While Burke passed the interview test, Hey and Associates presented a much stronger team with the experience to navigate the IDOT and permitting processes.

FINANCIAL IMPACT:

The total project cost of 107,395 is proposed to be paid from the Traffic Improvement Fund.

RECOMMENDATION:

Request authorization to award an engineering professional service contract for the design of three Hassell Road Culvert Crossings to Hey and Associates of Chicago, IL in an amount not to exceed \$107,395.

Hey and Associates, Inc.

VOLO AND AURORA, ILLINOIS

6321 N. AVONDALE AVE., SUITE A-211
CHICAGO, ILLINOIS 60631
PHONE (773) 792-8510
FAX (773) 792-8512

BROOKFIELD, WISCONSIN

Village of Hoffman Estates
Attn: Mr. Gary Salavitch, P.E.,
Director of Engineering
1900 Hassell Road
Hoffman Estates, IL 60169

Proposal No.: P171-10-WR

Re: Proposal
Hassell Road Culvert Replacement Project

Dear Mr. Salavitch:

Hey and Associates, Inc. (Hey) is pleased to submit this proposal for Engineering Services for the Hassell Road Culvert Replacement Project. The Scope of Services is included as Attachment A. Attachment B includes the proposed Cost for Services. Attachment C includes the Standard Terms and Conditions of this Contract.

We will perform the services described in Attachment A on a time and materials basis not-to-exceed the estimated cost of \$107,395 (including reimbursable expenses). Reimbursable expenses shall include, but are not necessarily limited to, travel, reproductions, shipping/delivery, aerial photographs, equipment and supply costs related to the execution of the project. Any mutually agreed supplemental work would be in addition to the above amount or by separate proposal.

Hey will prepare monthly invoices that list the time spent on the project by personnel category (as listed on Attachment C). A progress report will be included with each invoice.

If this agreement is acceptable, please sign below and return two copies of the fully executed proposal to us. Should you have any questions, please contact Jeff Wickenkamp.

Hey and Associates, Inc.

Village of Hoffman Estates

Attest

Attest

Date

Date

Attachment A: Scope of Services

The Village of Hoffman Estates is planning on reconstructing a portion of Hassell Road. The East Branch of Poplar Creek crosses beneath Hassell Road at three separate locations through culverts within the reconstruction limits. The westernmost culvert, Structure Number 016-6328, is located about one third of a mile east of Barrington Road and is a reinforced concrete triple box culvert considered to be in satisfactory condition. The remaining two culverts are double CMP arch culverts with reinforced concrete headwalls. These culverts are in fair to poor condition with portions of the pipe bottoms completely corroded away. One of these double CMP arch culverts, Structure Number 016-6327, is located about 170-ft east of Kensington Lane and the other one, Structure Number 016-6326, is located about 800-ft east of Huntington Boulevard. The purpose of the proposed project is to either replace or extend the existing culverts in order to ensure the structures are structurally adequate and are able to geometrically accommodate the future Hassell Road cross section.

Task 1: Data Collection

Hey will review existing data and determine what additional supporting data is necessary to complete the analysis and design of the proposed culverts. Data that already exists to support this project includes:

- Aerial Photographs
- Historical Flooding Records
- GIS Shapefiles
- Topographic Contour Maps
- Village Storm and Sanitary sewer data
- MWRDGC Poplar Creek East Branch hydrologic and hydraulic models
- NAVD Benchmark

Additional data to be collected or obtained by Hey may include:

- Existing Roadway plans (if available)
- Proposed roadway and sidewalk/trail cross section(s) (Village to provide)
- Culvert inspection
- Accident data (Village to provide)
- Photo log of project limits
- Utility Information
- Topographic Survey

A topographic survey of the project limits will be completed to assist in the analysis and design. The topographic survey will include:

- Coordination with the Village to tie-in to proposed roadway plans
- Research and coordination, including but not limited to obtaining necessary information to complete the project such as boundaries and benchmarks. It is assumed that the Village will provide right-of-way limits and it is our understanding that the proposed project will not require additional right-of-way.

Attachment A: Scope of Services

- Topographic survey at each Hassell Road culvert location extending to 25-feet beyond each right-of-way line. Survey shall include conflicts with proposed improvements, trees greater than 6" diameter, storm structures and permanent features, including all utilities
- Measure existing culverts for sizes and elevations
- Wetland flags
- Soil boring locations

Soil borings will involve drilling test holes which incorporate standard penetration tests and split-spoon sampling at 2-1/2 to a depth of twenty feet and 5 foot intervals thereafter. Structure borings will be performed in general compliance with the IDOT Geotechnical Manual, dated January 1999. It is anticipated that a total of six (6) structure borings will be conducted with two at each site on either side of the roadway at the proposed headwall location. Structure boring information will be presented on boring logs and the results of this field exploration and laboratory testing would be used in a geotechnical analysis to formulate recommendations. Major subject areas for the analysis, recommendations and report will include retaining wall foundation support discussion and design recommendations. The field work will include a temporary lane closure for which traffic control will be included.

Task 2: Hydrologic and Hydraulic Computer Modeling

Hey will obtain any previous hydrologic and hydraulic study data and will review to note differences between original FEMA FIS models and current conditions. We will request permission to use the hydrologic and hydraulic modeling data prepared for MWRDGC's Poplar Creek Detailed Watershed Plan to adequately represent the existing conditions.

If required for permitting, we will also run a steady-state hydraulic model utilizing the exact same existing conditions model with FEMA Regulatory flows through the East Branch of Poplar Creek. Modeling will be completed to meet regulatory requirements and the proposed structure sizing and flood elevation data will be coordinated with the structural phase of the project. Compensatory storage will be investigated to meet permitting requirements for placement of fill in the floodplain due to the proposed improvements.

We will compile the hydrologic and hydraulic modeling tasks into a design report. This report will be completed following general guidelines in the IDOT Drainage Manual outline for hydraulic reports. Appropriate exhibits will be prepared and included in the report.

Task 3: Agency and Permitting Coordination

We understand that permitting will be needed prior to construction. Hey will work through the design process to determine the necessary permitting requirements for future phases of each project. We anticipate that permit coordination will include the following:

- Army Corps of Engineers Regional Permits 3 (Transportation) and 7 (Temporary Construction Activities) Submittals
- Stormwater Pollution Prevention Plan (SWPPP)
- IDNR/U.S. Fish and Wildlife Service for threatened and endangered species

Attachment A: Scope of Services

- Cook County Soil and Water Conservation District erosion and sediment control measures
- IDNR-Office of Water Resources Floodway Permits
- Village permits as required

Wetland Field Investigation and Report

We will complete a field investigation of the project areas and perform a wetland delineation applying the general procedures detailed in the 1987 U.S. Army Corps of Engineers' (Corps) wetland delineation manual and the 2008 Interim Regional Supplement: Midwest Region. We will identify and flag the wetland boundaries for surveying. The flags will be numbered sequentially to assist survey data collection. We will utilize the information obtained to complete a full wetland delineation report. The report will be in accordance with Corps requirements including an aerial photograph showing the surveyed wetland boundaries, required Corps dataforms for sample points, observed vegetative species lists, and representative color photos.

Request for Jurisdictional Determination/Boundary Concurrence

Poplar Creek and its associated wetlands will fall under the regulatory authority of either the Corps or Cook County. Therefore, we recommend submitting our report to either the Corps requesting a jurisdictional determination and wetland boundary concurrence. We will attend one field meeting as required.

Permit Consultation

We will provide a wetland permit summary to assist in the planning process. We will review the proposed project and provide regulatory guidance regarding wetland permitting, required wetland buffers, impact avoidance and minimization, cost estimates, implementation schedule, management/monitoring plans, and long term management plans as necessary. The provisions of the Interagency Wetlands Policy Act will apply if state funds are used for this project.

Threatened and Endangered Species

We will prepare and submit initial correspondence to the U. S. Fish and Wildlife Service and the Illinois Department of Natural Resources regarding the possible presence of state listed threatened and endangered species and prepare a memorandum regarding federally listed threatened and endangered species in the project area. If mitigation of wetland impacts is required, it is assumed that they will be obtained through purchase by the Village from an off-site source.

IDNR-Office of Water Resources Floodway Permits

We anticipate that the proposed construction activities will be covered under either IDNR Part 3708 Rules for Floodway Construction in Northeastern Illinois or possibly Regional Permits. We plan on preparing the necessary documentation for permitting. We do not expect that the base flood elevations will be modified as a result of the project, therefore, additional permitting or coordination with FEMA will not be necessary for this project.

Attachment A: Scope of Services

Task 4: Design Plans and Specifications

Using the results of Tasks 1 through 3, we will prepare design plans and specifications that provide a practical and cost-effective improvement. For economics, speed of construction and aesthetics, we anticipate that the replacement structures will be multi-cell precast concrete box culverts with cast-in-place headwalls. However, an option to extend the westernmost culvert will also be explored.

The proposed culvert replacements or extensions will be designed and detailed in accordance with the AASHTO Standard Specifications for Highway Bridges, the 2009 IDOT Bridge Manual and the IDOT Standard Specifications for Road and Bridge Construction. It is assumed that the culverts will be designed for HS-20 loading. The culvert end sections are assumed to be located outside of the clear zone and therefore crashworthy railings are not needed. Architectural railings are not anticipated. Either a pipe handrail or a metal picket railing will be detailed.

We anticipate have the following submittal milestones for the Village and other Agencies to review and comment on:

- 30% Preliminary Engineering Plans, Specifications and Cost opinions and associated Design Reports (structural, stormwater and environmental)
- 60% Engineering Plans, Specifications and Cost opinions
- 90% Prefinal Engineering Plans, Specification and Cost opinions
- 100% Completed Final Engineering plans, Specifications and Cost opinions

It is assumed that the design plans and specifications will be inserted into the proposed Hassell Road design plans by the Village at some future date. Maintenance of traffic will not be accounted for as part of this project because the Village is planning on including this as part of the overall Hassell Road design plans. It is assumed that Hassell Road will be closed during construction and traffic will be detoured. Design plans will also take into consideration local storm sewer connections and maintenance of existing flow routes and capacity.

We anticipate the design plans to include the following sheets to meet Village and other Agency requirements:

- Cover sheet and location map
- General notes and specifications
- Summary of Quantities
- Alignment and Ties
- Typical Sections (Village to provide roadway section)
- Removals and Demolition
- Culvert General Plan and Elevation
- Structural / Headwall Details
- Soil Boring Logs
- Storm Sewer Plans
- Utility Plans (as necessary)
- Landscape and Soil Erosion and Sediment Control Plan (Described in Task 5)

Attachment A: Scope of Services

- Standards and Details (Hoffman Estates / IDOT / Other)

Construction specifications will be prepared in accordance with Village requirements. It is assumed that both Village and IDOT specifications will be used and referenced to the maximum extent practical. Special Provisions to be provided will only focus on areas not covered by Village or IDOT standard construction specifications.

Task 5: Landscape and SESC Plans

As part of the design plans and specifications package, we will provide a landscape and soil erosion/sediment control (SESC) plan that will meet Village requirements. We anticipate including tree removal and landscape restoration as part of this plan. If requested, we can offer concept plans for further decorative landscape work. The SESC control plan will include any necessary erosion control practices and standards to meet NPDES permit requirements.

Task 6: Bridge Condition Reports

The project team will inspect the three existing culverts and then prepare Bridge Condition Reports (BCRs) in accordance with IDOT policy for each of the three existing culverts. The BCRs will document the current physical condition of the culverts, discuss alternatives (3 max), recommend a scope of work for the culverts, discuss maintenance of traffic during construction and will include existing and proposed culvert sketches, photographs of the existing culverts, and construction cost estimates.

Task 7: Project Management and Meetings

We will assign appropriate staffing of the project to complete the work according to the project schedule. They will prepare monthly progress reports and invoices according to contract requirements. We will also implement Quality Assurance and Quality Control procedures with senior staff providing oversight and reviews of work completed.

We anticipate having appropriate staff attend five meetings with Village staff during the project as summarized below.

- Project Kickoff Meeting
- Alternative Development and Permitting Meeting
- Preliminary Engineering Plans and Specifications Meeting
- 60% Engineering Plans and Specifications Meeting
- 90% Engineering Plans and Specifications Meeting

Assistance Requested from the Village of Hoffman Estates

This scope of work was prepared based on the assumption that the following services and data will be provided by the Village of Hoffman Estates.

- Copies of any available utility mapping in the vicinity of the crossings
- Preparation of proposed road cross sections.

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request authorization to vacate:
 a) an MWRD Sewer Service Agreement between the Village of Hoffman Estates and the MWRD for the Autumn Woods Subdivision; and
 b) a Sanitary Sewer Service Agreement between the Village of Hoffman Estates and Summit Street, LLC for the Autumn Woods Subdivision

MEETING DATE: August 31, 2010

COMMITTEE: Public Works & Utilities

FROM: Gary Salavitch

PURPOSE: Request authorization to vacate:
 a) an MWRD Sewer Service Agreement between the Village of Hoffman Estates and the MWRD for the Autumn Woods Subdivision; and
 b) a Sanitary Sewer Service Agreement between the Village of Hoffman Estates and Summit Street, LLC for the Autumn Woods Subdivision.

BACKGROUND: The Village approved the Autumn Woods Subdivision proposed by Summit Street at the NE corner of Golf and Berner Roads on May 12, 2008. One of the conditions was the completion of the sanitary sewer agreements with MWRD, the Village and Summit Street, LLC, which were approved on August 18, 2008.

Attached are the executed MWRD sanitary sewer service agreement with the Village and the Village agreement with Summit Street for the Autumn Woods Subdivision. Two agreements were needed because MWRD will not negotiate with a private party in this matter. The agreements are necessary until the area is annexed into MWRD jurisdictional boundaries by the State legislature. Once annexed into MWRD, the agreements are no longer needed.

DISCUSSION: Since November 2008, the subdivision has been annexed into the service area with the exception of the adjacent Golf Road right-of-way that was inadvertently omitted in the initial annexation request. Summit Street LLC is actively pursuing a correction to the House Bill to include the Golf Road right-of-way. The current MWRD Agreement expires in November 2010.

DISCUSSION: (Continued)

The Village received a written request from Summit Street LLC to vacate the two agreements since the developer will not be pursuing construction of the subdivision due to the housing slowdown and can afford to wait until the Bill has been revised to include the Golf Road right-of-way.

The Transportation and Engineering Division agrees that construction is unlikely to occur in the near future and that the agreements are not applicable. The Division will require that the MWRD Sewer Service Agreement be vacated from MWRD prior to vacating the Sanitary Sewer Agreement between the Village and Summit Street LLC.

FINANCIAL IMPACT:

There would be no financial impact to the Village.

RECOMMENDATION:

Request authorization to vacate:

- a) an MWRD Sewer Service Agreement between the Village of Hoffman Estates and the MWRD for the Autumn Woods Subdivision; and
- b) a Sanitary Sewer Service Agreement between the Village of Hoffman Estates and Summit Street, LLC for the Autumn Woods Subdivision.

RECEIVED

JUL 23 2010

**ENGINEERING
TRANSPORTATION**

SUMMIT STREET LLC.
1925 WRIGHT BLVD.
SCHAUMBURG ILLINOIS 60193

July 21, 2010

Mr. Gary Salavitch
Director of Engineering
Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, IL 60195

Mr. Joseph Rakoczy P.E.
Metropolitan Water Reclamation District of Greater Chicago
100 East Erie St.
Chicago Illinois 60611-3154

RE: Autumn Woods – MWRD Service Agreement

Dear Mr. Salavitch and Mr. Rakoczy:

Please let this letter serve as formal request to vacate the existing service agreement between Summit Street LLC and the Village of Hoffman Estates. We are aware that the above referenced property has been annexed into the MWRD district under House Bill 2425 +/-August 2009. We are aware that said Bill only annexed the subject property and the adjacent ROW of Golf road was inadvertently omitted. We are actively pursuing corrections to the Bill and have revised the legal description to include said ROW.

Summits original construction/ production schedule indicated the need for this agreement in that we anticipated the sewer construction prior to the formal MWRD annexation. Due to today's housing slowdown we no longer wish to advance the construction schedule and can afford to wait for the revised Bill to be approved to begin our construction activities within Golf ROW.

If you have any questions you can contact me direct at 847-352-0100.

Sincerely,



Walter S. Krawczyk
Vice President of Operations

CC: File

SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of November, A.D., 2008, by and between THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, a municipal corporation, organized and existing under the laws of the State of Illinois; hereinafter designated "MWRDGC"; and the VILLAGE OF HOFFMAN ESTATES, a municipal corporation, organized and existing under the laws of the State of Illinois, hereinafter designated "VILLAGE".

WITNESSETH THAT:

WHEREAS, a certain area consisting of approximately 39.639 acres located North of Summit Street (Golf Road) and East of Berner Drive and hereafter referred to as the "Service Area" as legally described and depicted in the marked Exhibit "A", which is attached hereto and made a part hereof, is within the VILLAGE in Cook County, Illinois, and outside of the corporate limits of the MWRDGC; and,

WHEREAS, MWRDGC policy does not allow for the issuance of a MWRDGC Sewerage System Permit until the actual annexation of said area into the MWRDGC or the approval and execution of a satisfactory intergovernmental service agreement; and,

WHEREAS, said area requires sewage disposal services, and the VILLAGE desires said area to be served by the sewage disposal facilities of the MWRDGC on a contract basis; and,

WHEREAS, the MWRDGC is authorized and willing to serve said area with its sewage disposal facilities, subject to the covenants, conditions and restrictions hereinafter contained:

Authority to negotiate this Agreement was granted by the MWRDGC Board of Commissioners at its meeting of May 1, 2008.

Authority to execute this Agreement was granted by the MWRDGC Board of Commissioners at its meeting of November 6, 2008.

SERVICE AGREEMENT

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements herein contained, it is agreed by and between the parties as follows:

Article 1. Service by MWRDGC. Subject to the terms and conditions of this Agreement and any permits issued pursuant to this Agreement, the MWRDGC hereby gives and grants to the VILLAGE the privilege to discharge into the intercepting sewer of the MWRDGC, directly or indirectly through existing or future local sewers, that sanitary sewage, industrial, and other wastes as may be approved by the MWRDGC, originating in the Service Area, which is to be developed as residential property consisting of 75 single family homes (Autumn Woods). The MWRDGC services shall not be available to areas not annexed to the VILLAGE.

Article 2. Point of Connection. The VILLAGE shall at no cost to the MWRDGC, construct or cause to be constructed any and all outlet sewers, sewer mains, or sewer laterals necessary to collect and convey the sewage from the Service Area to an MWRDGC interceptor.

The VILLAGE shall use its best efforts to consult and coordinate with the other units of local government in the preparation of the study, plan development, and design of any sewer or sewer facilities intended to discharge into the MWRDGC interceptor, for the purpose of developing plans which will serve the best interest of all units of local government involved, by making reasonable provisions such as sizing and alignment, for future service in the vicinity of the Service Area.

If the Village constructs or causes to be constructed a sanitary sewer line in the right-of-way along approximately 376 feet of Golf Road (from the eastern edge of the 39.639-acre Service Area to the western edge of the MWRDGC corporate limits) to serve the Service Area under this Agreement, such segment of Golf Road being in an unincorporated area outside the Village and MWRDGC boundaries and the Service Area of this Agreement, the Village agrees that it will not construct nor permit the construction of any manholes within this segment of sewer line and will not permit any connections to this segment of sewer line until the

SERVICE AGREEMENT

abovementioned segment of Golf Road is annexed to the Village and the MWRDGC.

Article 3. Facilities Planning Area. If the Service Area is outside the Facility Planning Area (FPA) of the MWRDGC, the FPA must be revised such that the Service Area is within an MWRDGC FPA or Sub-FPA prior to the issuance of sewer construction permits to allow for the provision of service contemplated by this Agreement. If any permits or approvals are required by other authorities having jurisdiction thereover, the VILLAGE, at its sole cost and expense, shall initiate and conclude any and all actions necessary to secure approval of said permits and/or planning revisions. If such permits or approvals are required and not obtained, this Agreement and any permits issued by MWRDGC pursuant hereto shall forthwith become null or void.

Article 4. Floodplain. If floodplain mapping has not been done, the VILLAGE agrees to undertake a detailed study of the Service Area to determine the 100-year base flood elevations and limits. Said study shall be completed within six (6) months from the date of this Agreement. The study shall meet or exceed the standards contained in the guidelines issued by the Illinois Department of Natural Resources, Office of Water Resources, (IDNR-OWR). Upon completion, the study shall be submitted for review and certification by IDNR-OWR. After certification, a copy of the study shall be submitted to the Federal Insurance Administration, U.S. Department of Housing and Urban Development (HUD) for adoption or incorporation as a Federal Insurance Study (FIS) for the area. After certification by the IDNR-OWR, the study shall serve as the basis for the regulation of construction within the Service Area, unless new information shown to be more correct is submitted and certified or accepted.

Article 5. Reimbursement to the MWRDGC. The VILLAGE agrees to pay an annual fee to the MWRDGC for the entire Service Area under this Agreement, initially computed at 140% of the current ad valorem tax rate levied for the MWRDGC upon property within its corporate limits multiplied by the latest available Equalized Assessed Value of the real estate comprising

SERVICE AGREEMENT

the Service Area.

The VILLAGE shall furnish to the MWRDGC a detailed statement of the equalized assessed real estate values upon which payments are based, in a form satisfactory to the MWRDGC. Data for the calculations for the annual fee shall be shown in chart form for each year listing each parcel, the Permanent Index Number for each parcel, the Equalized Assessed Value for each parcel, the MWRDGC tax rate increased by forty (40) percent for the first year of the Agreement and an additional 10% for each year thereafter, the amount paid for each year for each parcel and the total paid to date. This information shall be furnished to the MWRDGC within thirty (30) calendar days of the signing of the Agreement or a penalty charge of \$1,500.00 will be assessed against the VILLAGE.

The annual fee for the entire Service Area shall be paid to the MWRDGC beginning on the date that any sewer connection is made to the local sewer system serving any portion of the property within the Service Area and to continue to the end of the Agreement. The payments will be prorated for periods less than one calendar year for the time that the Agreement is in effect.

Semi-annual payments shall be made on April 1 and October 1 of each year. The April 1 payment shall be equal to fifty percent (50%) of the estimated annual charge computed as stated above for the previous October. The October 1 payment shall be the balance due for the annual charges calculated for the real estate comprising the Service Area, using the latest available final Equalized Assessed Valuation for each parcel and the final MWRDGC tax rate as determined by the Cook County Clerk in the current year, increased by forty (40) percent for the first year of the Agreement and an additional 10% for each year thereafter. If Annexation into the MWRDGC for this Service Area is completed prior to September 1, 2008, no annual charges are due.

In addition to the annual fee charges, a one-time non-refundable fee of \$1,500.00 will

SERVICE AGREEMENT

be paid by the VILLAGE with its submittal of the executed Agreement.

If the Service Area contains tax exempt parcels, the annual fee for these parcels will be computed each year based on the current MWRDGC user charge rates as prescribed in the current User Charge Ordinance. The annual fee initially will be calculated as 140% of the user charge for the year, surcharge increasing in ten percent (10%) increments annually thereafter as specified above.

Where the provisions of the User Charge Ordinance are applicable to users in the Service Area, additional reimbursement shall be made by such users to the MWRDGC and such reimbursement shall be computed on the basis of 140% of the applicable rates contained in said User Charge Ordinance. The provisions contained in the User Charge Ordinance relative to real estate tax credits shall not be applicable to the users in the Service Area covered by this Agreement. If required by the MWRDGC and upon thirty (30) days advance written notice to the VILLAGE by the MWRDGC, the VILLAGE shall undertake, on behalf of the MWRDGC, all responsibilities for the collection of all monies that may be due under the provisions of the User Charge Ordinance and shall remit said monies to the MWRDGC in accordance with the provisions of the User Charge Ordinance.

All unpaid charges shall be assessed a 5% penalty on the unpaid balance thirty (30) days after the due date. All overdue payments including penalties will be subject to an interest charge of one and one-half percent (1.5%) per month on all unpaid balances.

Article 6. Applicable Ordinances. Upon execution of this Agreement and subject to the conditions thereof, all Ordinances and other requirements of the MWRDGC applicable to areas within the corporate limits of the MWRDGC shall become equally applicable to the Service Area and sewer facilities covered by this Agreement, and the Service Area shall be entitled to all the sewage transport and disposal services rendered by the MWRDGC to properties within its corporate limits. The VILLAGE shall not construct and shall not permit any construction of

SERVICE AGREEMENT

any sewer or sewer connections to serve the Service Area or any part thereof until such time as the MWRDGC shall have issued the necessary permits in accordance with the requirements of the Sewer Permit Ordinance and the Manual of Procedures for the Administration of the Sewer Permit Ordinance.

Article 7. Annexation to MWRDGC. The VILLAGE shall, at its sole expense, take prompt action and undertake necessary steps for the annexation of the Service Area as shown on Exhibit "A" to the MWRDGC. Upon annexation of the Service Area to the MWRDGC, this Agreement shall terminate, the rate of reimbursement provided for in this Agreement shall cease to be applicable, and the Service Area shall henceforth be served under the same conditions applicable to other areas within the corporate limits of the MWRDGC. Said annexation proceedings shall be successfully completed within one year from the approval date of this Agreement or the Agreement will become null and void, unless it is extended by action of the Board of Commissioners.

Article 8. Termination for Cause. In the event of failure by the VILLAGE to make payments as herein above specified or to comply with any other condition hereof or any conditions of any sewerage permits issued by the MWRDGC by virtue of this Agreement, the MWRDGC may, at its option, declare this Agreement terminated upon giving the VILLAGE ninety (90) days notice in writing of its intention to do so. If the Agreement is so terminated, the VILLAGE shall within said ninety (90) days, disconnect all sewers serving the Service Area covered by this Agreement, and no flows from said Service Area shall be allowed to enter into the MWRDGC interceptor sewers or treatment facilities thereafter. Upon the VILLAGE's default, the MWRDGC may take such steps as are necessary to terminate service at the VILLAGE's cost and expense.

Article 9. Termination by the VILLAGE. The VILLAGE may, at its option, terminate this Agreement at any time prior to the annexation of the Service Area to the MWRDGC upon giving

SERVICE AGREEMENT

the MWRDGC an advance notice in writing of at least thirty (30) days, of its intent to do so, and specifying the effective date of such termination. On or before the effective date of termination, the VILLAGE shall have disconnected all the sewers, and shall have terminated all discharges into the MWRDGC interceptor from the Service Area. All payments to the MWRDGC from the VILLAGE shall become due and are to be paid on or before the effective date of termination.

Article 10. Rights of MWRDGC. The MWRDGC, in addition to any other rights under this Agreement, may bring an action in any court of competent jurisdiction, to enforce the terms hereof or to recover any sums of money due it. The rights and remedies of the MWRDGC shall be cumulative and election by the MWRDGC of any single remedy shall not constitute a waiver of any other remedy which it has under the Agreement.

Article 11. Terms of Agreement. This Agreement shall remain in full force and effect until terminated by reason of annexation of the Service Area to the MWRDGC, or termination in accordance with the terms and conditions hereof.

Article 12. Indemnification. The VILLAGE shall defend, indemnify, keep and hold harmless the MWRDGC and its officers, commissioners, and employees of and from any and all claims, liabilities, judgments, demands, liens, chose in action, whatsoever, whether meritorious or not, which arise or are asserted against the MWRDGC pursuant to the exercise by the MWRDGC of its rights of termination under the terms and conditions hereof, or in connection with any other action taken by the MWRDGC or any others pursuant to the Agreement.

Article 13. Completion of Service Agreement. The VILLAGE must conform to the terms of this Agreement and obtain a Sewerage System Permit for the Service Area within one year of the date of the Agreement or the Agreement becomes null and void.

Article 14. Payment of the Impact Fee for the Service Area. The VILLAGE shall pay a Connection Impact Fee to the MWRDGC at a time that the Service Area or a portion thereof is

SERVICE AGREEMENT

the subject of a sewer permit application to the MWRDGC, except for publicly owned facilities performing a local governmental function or real estate tax-exempt facilities and which discharge solely sewage into the sewers. The fee to be paid to the MWRDGC in consideration for providing a sewerage outlet to serve the Service Area shall be assessed at the following rate per acre:

<u>Residential Land Use</u>	<u>Units/Acre</u>	<u>Fee/Acre</u>
Low Density and/or Medium Density	20 or less	\$3,750

Ten percent (10%) of the Connection Impact Fee will be paid to the MWRDGC with the sewer permit application. Fifty percent (50%) of the Connection Impact Fee will be paid no later than the substantial completion of the project or one year after construction begins, whichever occurs first. The remaining 40% of the Connection Impact Fee will be paid to the MWRDGC no later than the Permittee/Co-permittee's Request for Final Inspection or two years after sewer construction begins, whichever occurs first.

Any and all development taking place within this Service Area (either prior to or after its annexation to the MWRDGC) will be subject to the payment of connection impact fee by the Village to the MWRDGC.

IN WITNESS WHEREOF, the VILLAGE and THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, the parties hereto, have each caused these presents to be executed in triplicate, by their duly authorized officers to be duly attested and their seals to be hereunto affixed.

SERVICE AGREEMENT

ATTEST:

THE METROPOLITAN WATER
RECLAMATION DISTRICT OF
GREATER CHICAGO

BY:

Joseph P. Love
Clerk

BY:

Lucia Pitti Kapusta
Chairman, Committee on Finance

ATTEST:

VILLAGE OF Hoffman Estates

BY:

DeW Romany
Clerk

BY:

William B. McLeod
Mayor

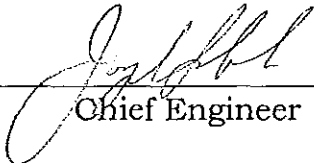
SERVICE AGREEMENT

APPROVED FOR THE METROPOLITAN WATER
RECLAMATION DISTRICT OF GREATER CHICAGO


AS TO ENGINEERING:

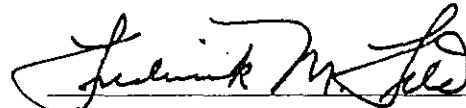

Engineer of Local Sewers



Assistant Chief Engineer


Chief Engineer

AS TO FORM AND LEGALITY:


Head Assistant Attorney


Attorney

APPROVED: 
General Superintendent

APPROVED FOR THE VILLAGE OF Hoffman Estates

AS TO ENGINEERING:


VILLAGE Engineer

AS TO FORM AND LEGALITY:


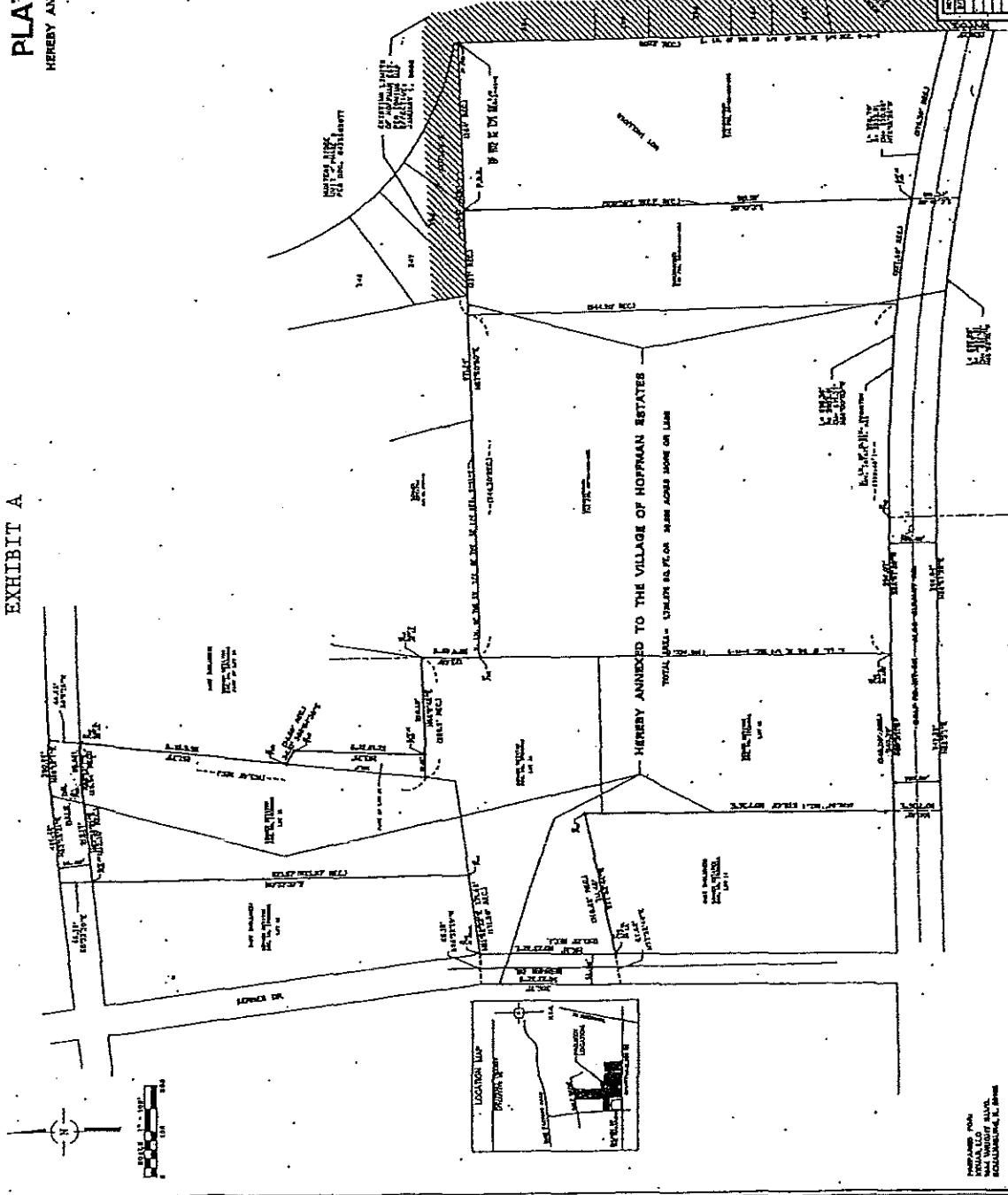

VILLAGE Attorney

EXHIBIT A

PLAT OF ANNEXATION
HENERY ANNEXED TO THE VILLAGE OF HOFFMAN ESTATES

SHORT TITLE DESCRIPTION
 THIS PLAT OF ANNEXATION IS HEREBY FILED FOR THE VILLAGE OF HOFFMAN ESTATES, ILLINOIS, AND THE VILLAGE OF HENERY, ILLINOIS, TO BE ANNEXED TO THE VILLAGE OF HOFFMAN ESTATES, ILLINOIS. THE TOTAL AREA OF THE ANNEXED TERRITORY IS 1.17 ACRES. THE ANNEXATION IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE ATTACHED INSTRUMENTS.

LEGAL DESCRIPTION
 THE ANNEXED TERRITORY IS DESCRIBED AS FOLLOWS: A CERTAIN PARCEL OF LAND, TO-WIT: A 1.17 ACRE PARCEL OF LAND, MORE OR LESS, BEING PART OF THE ESTATE OF JOHN HOFFMAN, DECEASED, AS SHOWN ON THE PLAT OF ANNEXATION FILED FOR RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF THE JUDICIAL CIRCUIT IN AND FOR THE COUNTY OF COOK, ILLINOIS, ON JANUARY 1, 1966.



NOTICE OF ANNEXATION
 THE VILLAGE OF HOFFMAN ESTATES, ILLINOIS, HAS ADOPTED THE PLAT OF ANNEXATION FILED FOR RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF THE JUDICIAL CIRCUIT IN AND FOR THE COUNTY OF COOK, ILLINOIS, ON JANUARY 1, 1966. THE ANNEXATION IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE ATTACHED INSTRUMENTS.

APPROVED AND ADOPTED:
 [Signature]
 Village Administrator

FILED FOR RECORD:
 [Signature]
 Clerk of the Circuit Court

BOOK	PAGE
12713	1
FILED	JAN 1 1966
COURT	CLERK OF THE CIRCUIT COURT
COUNTY OF COOK, ILLINOIS	

SEWERAGE SERVICE AGREEMENT BETWEEN
THE VILLAGE OF HOFFMAN ESTATES, ILLINOIS
AND SUMMIT STREET LLC

THIS AGREEMENT, made and entered into this 18th day of August 2008, by and between the Village of Hoffman Estates, a municipal corporation (the "Village"), organized and existing under the laws of the State of Illinois, and Summit Street, LLC, an Illinois limited liability company ("Summit"), organized and existing under the laws of the State of Illinois.

WITNESSETH THAT:

WHEREAS, a certain area consisting of approximately 39 acres located north of Summit Street (Golf Road) and east of Berner Drive, is within the corporate limits of the Village but outside of the Metropolitan Water Reclamation District of Greater Chicago (hereafter referenced to as "MWRDGC") in Cook County, Illinois; and

WHEREAS, the Village and the MWRDGC will be entering into an intergovernmental service agreement for the disposal of sanitary sewage regarding the 39 acres of land at golf and Berner referenced in this Agreement (the "Property"); and

WHEREAS, the Property requires sewage disposal services, and the Village and Summit desires said area to be served by the sewage disposal facilities of the MWRDGC; and

WHEREAS, Summit agrees to assume the obligations of the Village with respect to the Sanitary Service Agreement between MWRDGC and the Village as set forth herein; and

WHEREAS, Summit represents it is the owner of the Property.

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements herein contained, it is agreed hereby and between the parties as follows:

ARTICLE 1
SERVICE BY MWRDGC

Subject to the terms and conditions of this Agreement, the Village will allow, subject to the Village's Code, Summit the ability to discharge into the intercepting sewer of the MWRDGC, directly or indirectly through existing or future local sewers, that sanitary sewage, industrial, and other wastes as approved by the MWRDGC, for the Property and for which MWRDGC sewer services will be rendered. The Property is described as a parcel of land located north of Summit Street and east of Berner Drive, in the Village of Hoffman Estates, as legally described and depicted in the marked "Exhibit A", which is attached hereto and made a part hereof.

ARTICLE 2
POINT OF CONNECTION

Summit shall construct, or cause to be constructed, any and all sewer outfalls or laterals necessary to collect and convey the sewage from the Property to an MWRDGC interceptor as approved by the Village and the MWRDGC as may be modified in the Annexation Agreement (“Agreement”) dated July 31, 2007 by and between Summit and the Village and attached hereto as Exhibit A1.

Summit shall consult and coordinate with the Village or other units of local government as the case may be in the preparation of the study, plan development and design of any applicable sewer or sewer facilities intended to discharge into the MWRDGC interceptors from the property for the purpose of developing plans which will serve the best interest of all units of local government involved, by making reasonable provisions such as sizing and alignment.

ARTICLE 3
FACILITIES PLANNING STUDY

To the extent required by the MWRDGC and by existing law, the applicable facility planning area (“FPA”), if outside the FPA of the MWRDGC, must be revised prior to the issuance of sewer construction permits to allow for the provision of service contemplated by this Agreement. If any other permits or approvals are required by other authorities having jurisdiction thereover, Summit, at its sole cost and expense, shall secure approval of said permit and/or planning (area) revisions. If such permits or approvals are required and not obtained, this Agreement and any permits issued by MWRDGC pursuant hereto may be declared by the Village as null and void. All costs incurred by the Village for preparation of any amendment to its FPA shall be paid by Summit.

It is understood and agreed that sewer construction permits will not be issued by the Village or MWRDGC until the applicable provisions of this section have been satisfied.

ARTICLE 4
REIMBURSEMENT TO THE VILLAGE

The Service Agreement between MWRDGC and the Village related to the Property (hereafter referred to as the “Service Agreement”) is incorporated herein and a substantially completed copy of said Agreement is attached hereto as “Exhibit B.” It will be the duty and obligation of

Summit to perform all of the obligations of the Village, including the payment of all sums due, as required in the "Service Agreement", unless the Village causes the breach of this Agreement or the Service Agreement. Summit agrees to reimburse and hold harmless the Village for any expenses or costs, including reasonable attorney fees, incurred by the Village arising out of or related to this Agreement or the Service Agreement.

ARTICLE 5
APPLICABLE ORDINANCES

Upon execution of this Agreement and subject to the conditions thereof, all ordinances and other requirements of the MWRDGC applicable to areas shall become equally applicable to the Property covered by this Agreement, and the Property shall be entitled to sewage transport services similar to those rendered by the Village to other properties within its corporate limits. Summit shall not construct and shall not permit any construction of any sewer or sewer connections to serve the Property or any part thereof until such time as the MWRDGC issues the necessary permits.

ARTICLE 6
ANNEXATION TO MWRDGC

Summit will immediately take all necessary actions to cause the Property to be annexed into the MWRDGC. Summit understands these actions might include legislative action and agrees to actively seek passage of necessary legislation including but not limited to the retaining of registered lobbyists.

The Village will support and reasonably cooperate with Summit to effectuate the annexation of the "property" to the MWRDGC service area. If annexation to the MWRDGC does not occur within a reasonable time, the Village, at Summit's expense, can take all reasonable actions to cause the property to be annexed to the MWRDGC. In such case, Summit agrees to pay for and reimburse the Village for said expenses.

ARTICLE 7
TERMINATION FOR CAUSE

In the event of failure to Summit to make payments as hereinabove specified or to comply with any other conditions hereof or any conditions of any sewerage permits issued by the

MWRDGC, the Village may, at its option, declare a breach of this Agreement and terminate upon giving thirty (30) days notice in writing of its intention to do so. Summit shall have ninety (90) days to cure said breach. Subject to *force majeure*, in the event Summit does not cure the breach within 90 days of receiving written notice, the Village may take such steps as are necessary to terminate service and seek payments due and owing including, but not limited to, reasonable attorney's fees. *Force majeure* shall be defined as acts of war and acts of God.

ARTICLE 8
SUMMIT CANNOT TERMINATE OR ASSIGN THE AGREEMENT

Summit may not terminate this Agreement and may only assign this Agreement upon consent of the Village.

ARTICLE 9
RIGHTS OF THE VILLAGE

The Village, in addition to any other rights under this Agreement, may bring an action in any court of competent jurisdiction, to enforce the terms hereof or to recover any sums of money due it under this Agreement. The rights and remedies of each of the Parties shall be cumulative and election by the Parties of any single remedy shall not constitute a waiver of any other remedy which it has under the Agreement. The breaching party shall reimburse the non-breaching party for all costs and expenses, including reasonable attorney fees associated with any breach of this Agreement.

ARTICLE 10
LIEN ON PROPERTY

The amounts due under this Agreement are a lien on the Property and this Agreement can be recorded with the Recorder of Deeds. Said lien shall be released by the Village upon annexation by the MWRDGC of the Property and payment of all amounts due and owing.

In case of a partial release of lien, the Village agrees that upon the sale of each home it will cooperate with Summit and any requests by its lender to release the lien as it may apply to the sale of each residential lot at the time of closing provided that all other applicable requirements of the Village for said property have been reasonably satisfied and Summit is current on all its obligations under this Agreement.

ARTICLE 11
COMPLETION OF SERVICE AGREEMENT

Summit must make application to the MWRDGC for a sewer permit for the Property within one (1) year of the date of the Agreement unless it is prohibited or delayed from doing so by reason of an act of God.

ARTICLE 12
PAYMENT OF THE IMPACT FEES FOR THE SERVICE AREA

Summit shall pay a Connection Impact Fee with the sewer permit application to the MWRDGC. In order to secure the payment of future obligations under this Agreement, Summit will provide a letter of credit in the amount of \$200,000.00 in a form approved by the Village at the time this Agreement is approved.

IN WITNESS WHEREOF, Summit and the Village, the parties hereto, have each caused these presents to be executed in triplicate, by their duly authorized officers to be duly attested and their seals to be hereunto affixed.

ATTEST

VILLAGE OF HOFFMAN ESTATES

BY: [Signature]

BY: William D. McLeod

ITS: Village president

DATE: 9-15-08

ATTEST

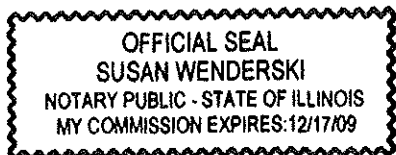
SUMMIT STREET, LLC

BY: [Signature]

BY: [Signature]

ITS: V.P. Operations

DATE: 9/17/08




DEPARTMENT OF PUBLIC WORKS

JULY MONTHLY REPORT

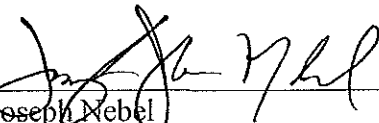
SUBMITTED TO PUBLIC WORKS COMMITTEE

AUGUST 2010

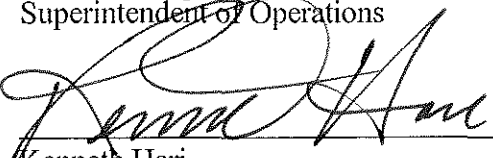
- ADMINISTRATIVE AND TECHNICAL SERVICES
- FACILITIES
- FLEET SERVICES
- STREETS
- WATER AND SEWER



Ken Gomoll
Superintendent of Administrative Services

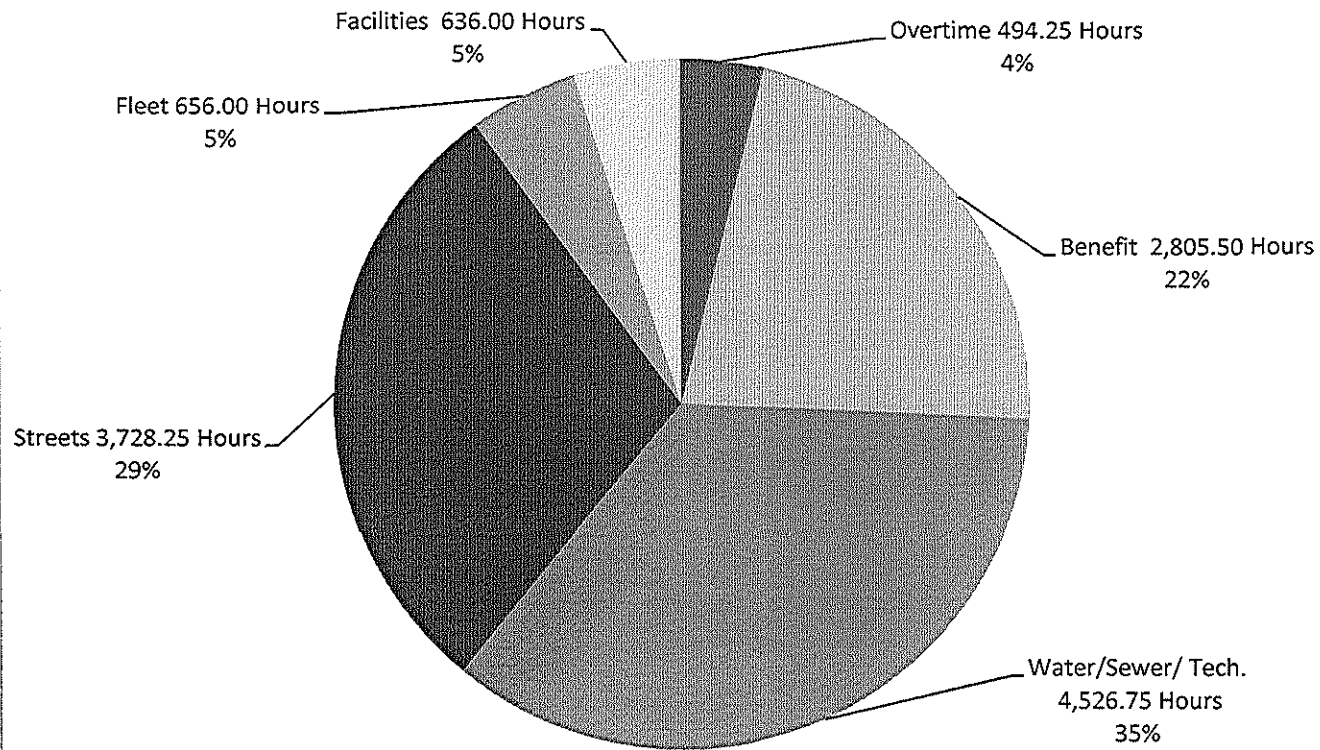


Joseph Nebel
Superintendent of Operations

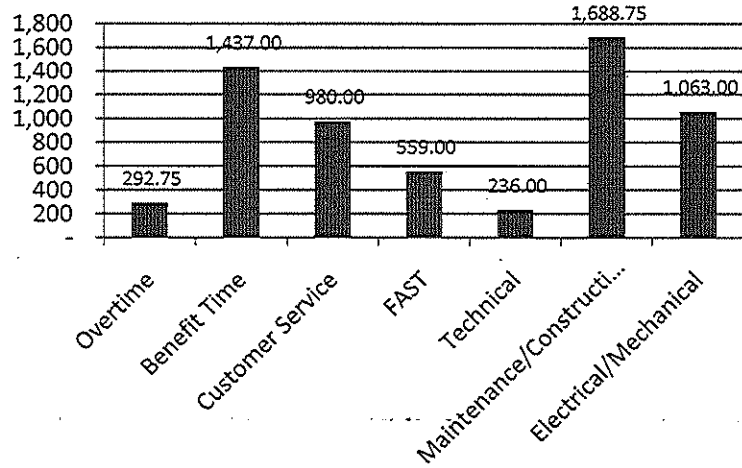


Kenneth Hari
Director of Public Works

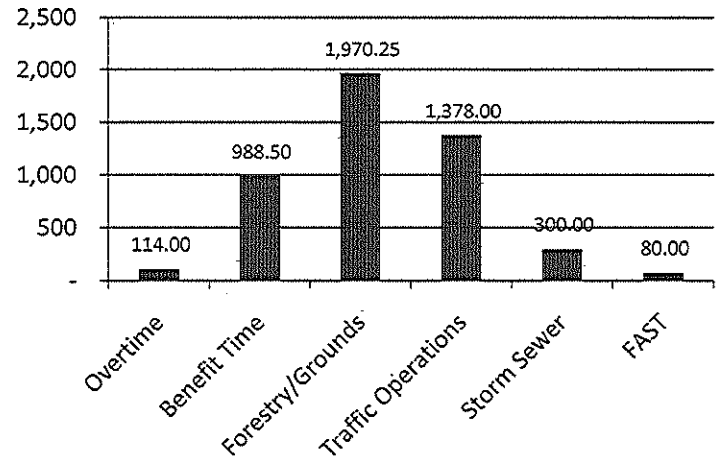
Public Works Department Total Hours July 2010



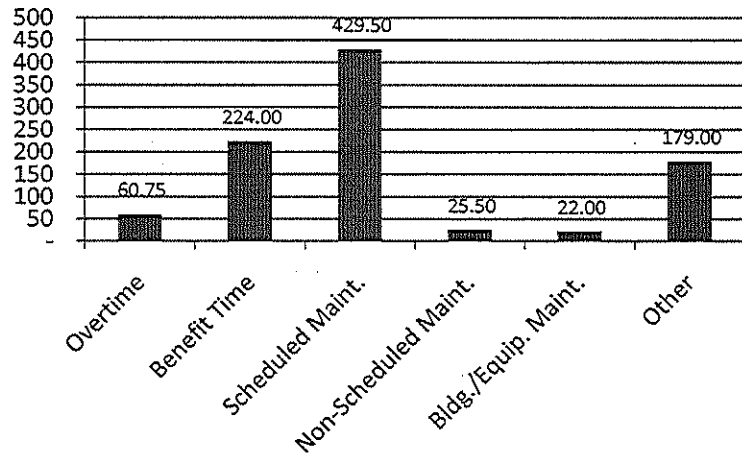
Water Total Hours July 2010



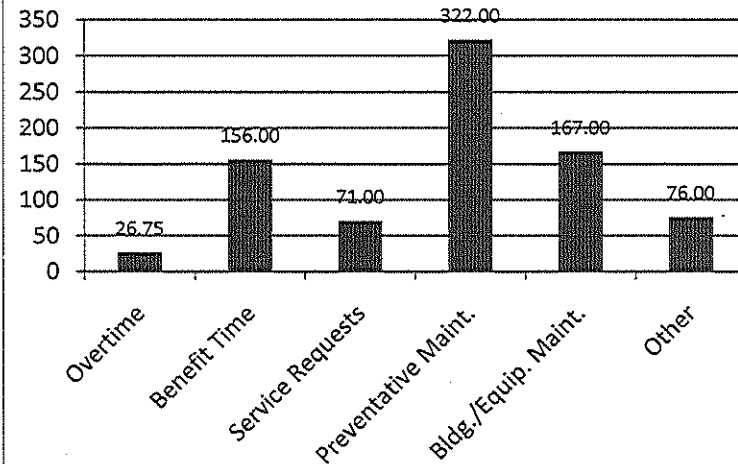
Street Total Hours July 2010



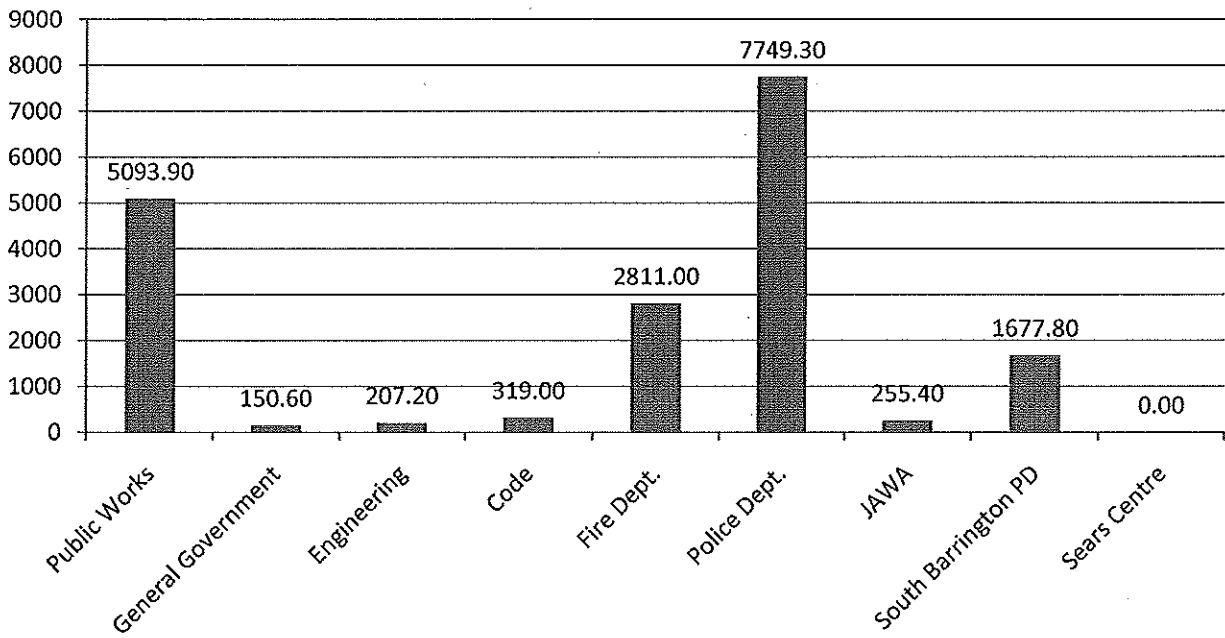
Fleet Total Hours July 2010



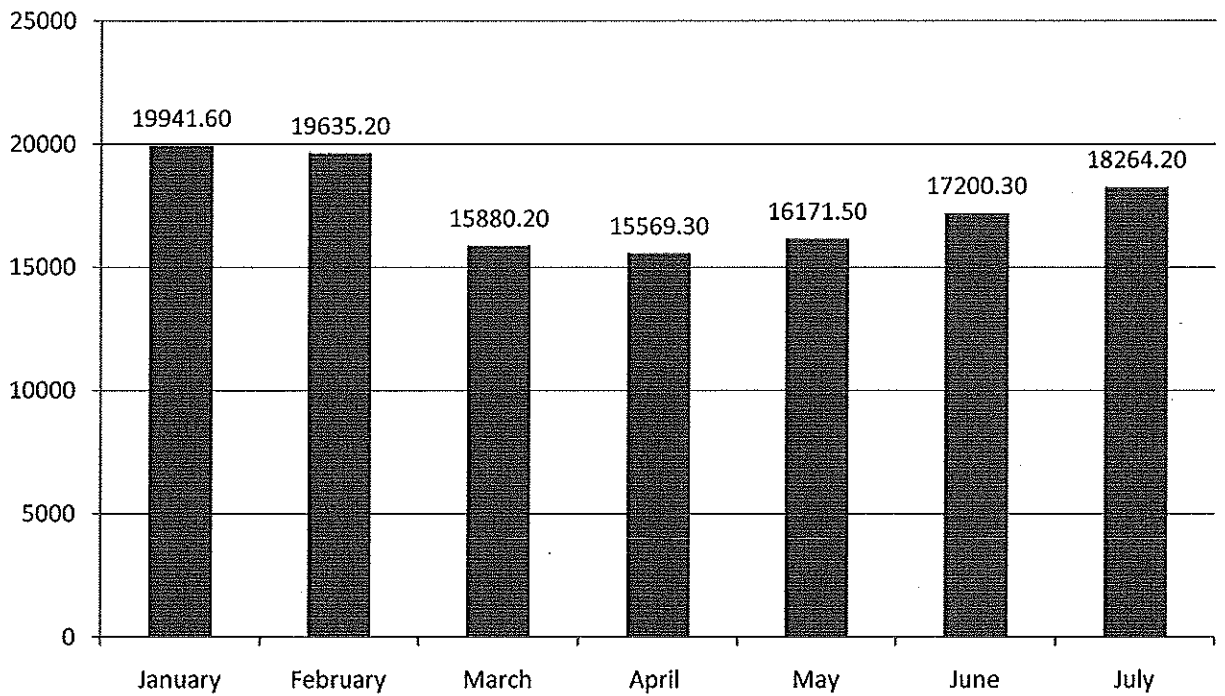
Facilities Total Hours July 2010



July 2010 Fuel Usage by Department / Gallons



2010 Total Fuel Used / Gallons



* MAJOR PROJECT STATUS

Water Tower #7

The entire 2,000,000 gallon structure has been erected. **The project is approximately 82% complete. Interior and exterior surfaces of the tower column have been painted with the final finish coating. The tank interior surface area is currently being primed and painted. The Village name and logo has been added recently. Painting is expected to be complete in late August.** The project is on schedule with a targeted completion date during November, 2010.

Wastewater Lift Station Abandonment Project

On May 3, 2010, the Village Board awarded the \$1,135,432 project to George W. Kennedy Construction Co. The project permit was received from the IEPA on the same date. A pre-excavation meeting was held on June 3, 2010 and construction began on June 7, 2010. The construction zone is limited to Highland Blvd., Jones Rd. to Frederick Ln., and Frederick Ln., Highland Blvd to Pierce Rd. **As of June 30, 2010, 9 manholes and 1,500 feet of new increased capacity 12" gravity sewer pipe have been installed. Two manhole shafts for directional drilling have been installed and approximately 880 feet have been drilled.** The project is on schedule with a targeted completion date in December, 2010.

SCADA Upgrades

The project for the Supervisory Control and Data Acquisition (SCADA) upgrade for key remote Water/Sewer facilities commenced in 2009 to replace the obsolete Aquatrol Remote Terminal Telemetry Units (RTU) with Programmable Logic Controller (PLC) in a sequential manner for 8 lift stations, six water towers, three reservoirs, five flow meters, two booster pump stations, and two high service pump stations.

The project was initiated to increase reliability of both water and wastewater systems and to reduce maintenance and improve reliability. The upgraded PLC also increases the number of input and output nodes which adds more control and monitoring capabilities of facility components and instruments such as valves, pumps and level monitoring devices. For the water system, the new controls enable water towers and pump stations to communicate directly with one another. This type of direct communication keeps the system operating properly as a backup, in case of a main control system failure.

***Added information from last report represented in bold.**

ADMINISTRATIVE AND TECHNICAL SERVICES

During the last month the following was completed:

1. Updated GIS street sign inventory
2. Performed sidewalk inspections
3. Participated in CIP review meeting
4. Participated in weekly site plan review meeting
5. Participated in Information Systems User Group Committee
6. Performed download of M-Cal gas calibration readings per OSHA/IDOL requirements
7. Prepared articles for Citizen newsletter
8. Supervised monthly job code data entry
9. Prepared monthly report charts
10. Coordinated R.O.W. pre-construction meetings
11. Performed monthly utility updates on utility locator field computers and updated Verizon Wireless software
12. Performed parts purchasing for Fleet Services
13. Created storm flooding route maps for supervisors
14. Participated in underground inspection walk for Devonshire Woods Estates
15. Reviewed engineering plans for NSK America
16. Researched easement for Coventry Ct.
17. R.O.W Permits Issued (1) – Comcast (1) new cable installation at 4335 Haman Rd., (1) AT&T – replace defective cable on Governors Ln., (1) NICOR- copper service replacements at various locations Village-wide
18. Entered street inventory data into Excel
19. Created new field for street sign inventory and uploaded 14 new GPS signs
20. Verified sanitary sewer configuration at restaurant mall and former Shell station at Barrington and Higgins Rds.
21. Researched GPS unit prices and received quotes
22. Created GPS for water, storm and sanitary at Speedway and Tyre Works

UTILITY LOCATES TEAM

1. Performed 378 regular priority J.U.L.I.E. utility locates for the month; 2,133 year-to-date
2. Performed 23 emergency priority J.U.L.I.E. utility locates for the month; 200 year-to-date
3. Participated in 9 Utility Joint Meets; 36 year-to-date
4. Performed R.O.W. inspections
5. Performed sanitary sewer inspections
6. Performed Saturday Village Hall event assignments and building lock-up duties
7. Assisted with 4th of July festival set up and take down

STREETS

• **F.A.S.T. (Fast Action Service Team)**

1. Responded to 65 requests for the month, 376 year-to-date
2. Emptied recycling bins at Public Works Center
3. Assisted with customer service appointments
4. Performed street light inspections
5. Performed barricade inspections
6. Performed lamp inspections at Public Works Center
7. Performed site lock ups at Public Works Center and Fleet Services
8. Performed building maintenance at Fleet Services
9. Performed R.O.W. inspections
10. Assisted with electronic recycling at the Village Hall
11. Performed floor grate inspections at Public Works Center
12. Assisted with water meter re-reads
13. Transported scissor lift, message boards and light towers to various locations Village-wide
14. Performed monthly maintenance on 5 message boards
15. Set up low-boy trailer for 4th of July Parade
16. Removed signage from old Police Department
17. Moved supplies for Police Department
18. Assisted with sanitary sewer inspections
19. Performed sign set up for Village Green concerts
20. Completed Seaver Ln., concrete project
21. Received deliveries at Public Works Center
22. Continued sidewalk grinding program north of the tollway
23. Assisted with Village-wide storm damage clean up
24. Transported vehicles for Safety Lane testing

2	Water Turn Off/Ons	1	Black Dirt & Seed
11	Sidewalk Deviations	5	Dead animal pick ups
19	Branch Pick Ups	5	Possible sanitary sewer back ups
5	Miscellaneous service requests	1	Miscellaneous Pick Up/Delivery
9	Woodchip deliveries	2	Tree Trimmings
3	Storm sewers	2	Possible Water Leaks

• **PAVEMENT MAINTENANCE TEAM**

1. Repaired potholes at various locations Village-wide
2. Performed Bode Road "S" curve guard rail maintenance
3. Performed scheduled equipment maintenance on Unit #50
4. Assisted with sign fabrication
5. Performed street inspections and inventory for pavement repairs
6. Performed maintenance inspections on Old Sutton Rd., delineated area
7. Performed safety coordination for department tailgate training, safety compliance, trench safety, and confined space entry
8. Performed inlet repairs at various locations Village-wide
9. Performed street edge line patching at various locations Village-wide

PAVEMENT MAINTENANCE TEAM cont'd

10. Performed driveway repairs on reconstructed streets at various locations Village-wide
11. Performed yard maintenance at Fleet Services facility
12. Performed 2010 pavement marking painting project
13. Performed preventative cleaning on storm sewer inlets
14. Performed maintenance for the Fitness of America event
15. Assisted with Village-wide tree trimming program
16. Performed road work along Audubon St., and Western St., for reconstruction project
17. Performed pavement markings at various locations Village-wide with 3M stamper
18. Performed ROW work along Huntington Blvd., north of the tollway
19. Assisted with 4th of July festival set up and take down
20. Performed garage maintenance at the Public Works Center

TRAFFIC OPERATIONS TEAM

• SIGNS

1. Performed vehicle maintenance
2. Assisted with street pavement patching
3. Assisted with street light repairs
4. Replaced or repaired 1 sign due to vehicle damage or vandalism
5. Replaced 42 signs during sign maintenance program due to fading, damage or not meeting current specifications
6. Performed traffic barricade maintenance
7. Installed barricades, cones, signs for the 4th of July festival, removed same, disassembled and returned items to storage
8. Covered "HE Welcome" sign with overlay on Algonquin Rd., east of Ela Rd.
9. Fabricated "Clean Air Counts" sign
10. Performed garage maintenance at the Public Works Center

• STREET LIGHTS

1. Responded to 15 resident requests for repair service; 82 year-to-date
2. Repaired 49 street lights; 261 year-to-date (using 60 lamps, 7 ballasts, 6 photocells, 10 fuses and 4 sets of fuse holders) at the following locations from work requests: 3780 Arrowwood Ln., 3850 Barberry Ct., north side 1651 Castaway Ln., 1883 Eton Dr., 2060 Colchester Ave., 1041 Warwick Cir.S., 1355 Nantucket Ct., 4940 Somerton Dr., 2065 Ivy Ridge Dr., 5579 McDonough Rd., SE c/o Huntington Blvd. and Whispering Trails Dr., SE c/o Burr Ridge Dr. and Whispering Trails Dr., 1820 Ridgewood Ln., NE c/o Algonquin Rd. and Whispering Trails Dr., c/o Ivy Ridge and Colchester Ave., (4) Beverly Rd. R.O.W., (11) Prairie Stone Pkwy. R.O.W., (2) Sedge Blvd. R.O.W. (4) Hoffman Blvd. R.O.W. (7) Forbs Ave. R.O.W., Greenspoint Pkwy. R.O.W., 5115 Barcroft Dr., 1675 Freeman Rd., c/o Acorn Dr. and Acorn Ct., 5181 Tamarack Dr.N., Hillcrest Blvd. R.O.W., and (6) Lakewood Blvd. R.O.W.
3. Performed turf restoration on street light poles on Moon Lake Blvd.
4. Performed painting of traffic signals at I-90 and Beverly Rd.
5. Removed tree branches obstructing street light poles Village-wide

- STREET LIGHTS cont'd

6. Performed Village street light inventory
7. Performed Village-wide street light outage inspections
8. Assisted with sign installations at various locations Village-wide
9. Located street light cables for sign installations, storm sewer and water excavations
10. Assisted with asphalt repairs at various locations Village-wide
11. Assisted with Village-wide storm damage clean up
12. Assisted with 4th of July festival set up and take down
13. Performed garage maintenance at the Public Works Center

FORESTRY TEAM

1. Responded to requests for service; 113 for the month; 456 year-to-date
2. Performed routine tree maintenance, branch pickups, tree removals, corrective treatments, inspections, storm damage and tree trimming Village-wide
3. Performed tree and turf equipment maintenance
4. Performed measurement and logging of daily precipitation
5. Performed in-house mowing and contractor mowing follow-up
6. Performed routine maintenance to planting beds at various locations Village-wide
7. Performed inspections related to Emerald Ash Borer
8. Prepared for stump grinder, scheduling contractor and setting up J.U.L.I.E. joint meet
9. Performed duties in preparation of the contract tree trimming program
10. Performed tree maintenance along Huntington Blvd., center medians
11. Prepared Unit #37 for the Village of Streamwood parade
12. Performed tree maintenance to center median trees on RT. 72 between Roselle Rd., and Basswood St.
13. Performed inspections and restocked first aid kits
14. Performed tree maintenance to site trees at Charleston well house
15. Performed maintenance of overgrown vegetation at various mowing sites
16. Hauled surplus wood chips to Midwest forestry wood recycler
17. Met with GIS technician to discuss tree inventory data base integration
18. Began preparations for fall planting; planned new planting sites, removed trees to be replanted
19. Assisted with 4th of July festival set up and take down
20. Transported vehicles to Safety Lane for testing
21. Performed floor maintenance at Public Works Center garage

WATER & SEWER

• STORM SEWER TEAM

1. Responded to 10 service requests for inlet repairs, 79 year-to-date
2. Performed monthly lake/creek checks and maintenance
3. Performed vehicle equipment maintenance
4. Performed yard clean up and maintenance at Fleet Services facility
5. Continued beaver dam checks east and west of Harmon Blvd.
6. Completed weekly barricade checks
7. Assisted with valve replacement at the corner of Ela Rd. and Rt. 62
8. Assisted with hydrant replacement behind Thomas Jefferson School
9. Completed inlet repair at 651 Yardley Ln., 671 Wainsford Dr., c/o Hermitage Ln. and Hermitage Ct., Paisley Ct., c/o Picardy Ln. and Anjou Ln., and 3 on Turnberry Dr.
10. Assisted with Village-wide storm damage clean up
11. Assisted with 4th of July event set up and take down
12. Performed routine garage maintenance at the Public Works Center

• OPERATIONS TEAM

1. Collected (60) monthly water samples for bacteriological testing and (7) raw well water samples and no water quality complaints
2. Performed weekly well and lift station checks
3. Exercised wells, discharged to waste
4. Collected JAWA and Interzone pump readings
5. Performed monthly sump pump maintenance at all wells, lift stations, towers and JAWA pits
6. Assembled monthly water usage and IEPA water report
7. Performed electrical work and trouble inspections at Village owned buildings
8. Performed back-up generator maintenance at lift stations, pumping stations, radio system locations and Village buildings
9. Monitored water construction and water operating permits including water pressure tests and bacteriological testing
10. Performed maintenance on Western Development Area lift station up-blast fan
11. Continued installation of new monitoring equipment for SCADA system at water sites and lift stations
12. Installed rebuilt Pump #1 at Western Development Area lift station
13. Assisted with Village-wide tree trimming program
14. Collected (20) lead and copper water samples
15. Installed rebuilt Pump #2 at Golf lift station
16. Collected (6) samples for radium testing at back up well sites
17. Performed routine garage maintenance at the Public Works Center

- CONSTRUCTION / MAINTENANCE TEAM

1. Performed water and sewer excavation barricade checks at various locations Village-wide
2. Performed clean up of spoil bins at Fleet Services facility
3. Performed clean up of spoils at water tower T-6
4. Performed fire hydrant replacements at the following addresses: 3805 Winston Dr., Rt. 62 under bridge
5. Performed water main repair 4350 Thornbark Dr.
6. Performed water/sewer restoration site inspections at various locations Village-wide
7. Performed curb and sidewalk framing for concrete pours at Rt. 62 and Ela Rd., Rt. 62 east of 760 Algonquin Rd. and 1850 Bolleana Ct.
8. Installed new 6" valve on Ela Rd., north of Rt. 62
9. Assisted with 4th of July festival set up and take down
10. Performed routine garage maintenance at the Public Works Center

- SANITARY SEWER FLOW MANAGEMENT TEAM

1. Flushed 34,868 feet of main sewer lines, 112,450 year-to-date
2. Updated maps of trouble areas, viewed manhole locations, televising, flushing and root cutting
3. Performed maintenance on Units #40 and #67
4. Applied liquid and dry microbe formula for enhancement of wastewater treatment systems
5. Monitored St. Alexius Hospital waste discharge for chronic foreign debris discharge
6. Performed maintenance and repair on sewer televising equipment
7. Completed flushing maintenance of sanitary sewer yearly trouble spot list
8. Assisted GIS technician with sanitary sewer map corrections
9. Assisted GIS technician with locating manholes at c/o Barrington Rd. and Rt. 72
10. Met with EJ Equipment to determine repairs associated with Village TV inspection equipment
11. Assisted crew with repairing hose on Unit #66
12. Completed root cutting in Parcel B
13. Assisted with Village-wide tree trimming program
14. Completed quarterly trouble list
15. Assisted with Village-wide storm damage clean up
16. Performed routine garage maintenance at the Public Works Center

- STORM SEWER CLEANING/UTILITY LOCATE TEAMS

1. Vacuumed and flushed 9,184 feet of storm sewer year-to-date
2. Performed leak investigations at 1200 New Britton Dr. and 2160 Hassell Rd.
3. Completed gas monitor calibrations
4. Completed sanitary sewer service inspections at 500 Milan Ln., 5000 Essington Ct., 970 Patriot Ln., and 1225 Nottingham Ln.
5. Performed routine vehicle and equipment maintenance
6. Assisted with fire hydrants repairs at various locations Village-wide
7. Repaired water main shear crack at 1200 New Britton Dr., and Algonquin Rd.
8. Assisted with fire hydrant replacements at 885 Freeman Rd. and 3805 Winston Dr.
9. Performed 30 day sod restoration inspections at various locations Village-wide
10. Performed storm sewer inlet cleaning in the Highlands area and Parcel C
11. Cleaned and flushed area around Ela Rd., valve vault structure for water main valve repairs
12. Flushed storm sewer adjacent to Highpoint pond
13. Assisted with Village-wide storm damage clean up
14. Pressure washed and painted fire hydrants at various locations Village-wide
15. Cut out and replaced water main valve on Ela Rd.
16. Attended punch list walk at Devonshire Woods
17. Assisted with 4th of July festival set up and take down

- CUSTOMER SERVICE/METER TEAM

1. Performed 24 Water Billing customer service appointments at various locations Village-wide
2. Performed 144 water meter readings related to actual/finals/investigatory concerns generated through the Finance Department
3. Performed inter-office mail delivery services
4. Performed water meter readings for 15,648 billing accounts
5. Performed 141 water turn-off and turn-ons for delinquent service billing accounts
6. Repaired 5 vault water meters in Parcels A and B
7. Performed corrective water meter repairs for 13 service requests
8. Assisted with J.U.L.I.E. locates
9. Performed Meter Interface Unit repairs
10. Checked 8 B-boxes in conjunction with road reconstruction project
11. Upgraded 19 commercial Meter Interface Unit devices
12. Assisted with 4th of July festival set up and take down
13. Performed routine garage maintenance at the Public Works Center

Public Works Monthly Regular Hours Work Unit Report - July 2010

<i>DIVISION</i>	<i>ACTIVITIES</i>	<i>HOURS</i>
ADMINISTRATION		
	BENEFIT TIME USE	28.00
	GIS	148.00
	<i>Total Hours for Work Unit</i>	<i>176.00</i>
ADMINISTRATION		
	BENEFIT TIME USE	88.00
	SUPERVISION	88.00
	<i>Total Hours for Work Unit</i>	<i>176.00</i>
FACILITIES		
	BENEFIT TIME USE	156.00
	BUILDING EQUIPMENT	108.00
	BUILDING MAINTENANCE	57.50
	CALL DUTY	23.00
	FLEET SERVICES	5.50
	GARAGE MAINT.	1.50
	MEETING SET UP	6.50
	METER MAINTENANCE	2.50
	MISC. SITE MAINTENANCE	322.00
	NON-DIV. BLDG. MAINT.	68.50
	PORTABLE MESSAGE BOARD	6.00
	SAN. SEWER MAINT.	6.00
	SEARS CENTRE ARENA	9.00
	SPECIAL EVENTS	30.50
	SUPERVISION	10.00
	TREE MAINTENANCE	2.50
	<i>Total Hours for Work Unit</i>	<i>815.00</i>

<i>DIVISION</i>	<i>ACTIVITIES</i>	<i>HOURS</i>
FLEET SERVICES		
	BENEFIT TIME USE	224.00
	CALL DUTY	41.00
	FLEET SERVICES	463.00
	GARAGE MAINT.	22.00
	OTHER	3.00
	SUPERVISION	168.00
	<i>Total Hours for Work Unit</i>	<i>921.00</i>
ST-FAST		
	BENEFIT TIME USE	96.00
	CALL DUTY	2.00
	GARAGE MAINT.	2.00
	MISC. STREET MAINT.	62.00
	PORTABLE MESSAGE BOARD	6.00
	SIDEWALK MAINT./CONST.	10.00
	<i>Total Hours for Work Unit</i>	<i>178.00</i>
ST-FORESTRY/GROUNDS		
	BENEFIT TIME USE	248.00
	CALL DUTY	5.00
	EQUIPMENT MAINT.	54.00
	GARAGE MAINT.	25.00
	OTHER	23.00
	SPECIAL EVENTS	153.50
	SUPERVISION	128.00
	TREE MAINTENANCE	637.00
	TURF MAINTENANCE	313.50
	<i>Total Hours for Work Unit</i>	<i>1587.00</i>

<i>DIVISION</i>	<i>ACTIVITIES</i>	<i>HOURS</i>
ST-FORESTRY/SEASONAL		
	BENEFIT TIME USE	48.50
	EQUIPMENT MAINT.	12.00
	GARAGE MAINT.	11.00
	HYDRANT MAINT.	149.00
	OTHER	8.00
	SIDEWALK MAINT./CONST.	16.00
	SPECIAL EVENTS	54.75
	TREE MAINTENANCE	131.00
	TURF MAINTENANCE	254.50
	<i>Total Hours for Work Unit</i>	<i>684.75</i>
ST-STORM SEWER		
	BENEFIT TIME USE	52.00
	CALL DUTY	11.00
	EQUIPMENT MAINT.	4.00
	GARAGE MAINT.	7.00
	HYDRANT MAINT.	8.00
	OTHER	2.00
	SAN. SEWER MAINT.	4.00
	SPECIAL EVENTS	8.00
	STORM SEWER CONST.	207.00
	STORM SEWER MAINT.	22.00
	TREE MAINTENANCE	16.00
	VALVE MAINT.	18.00
	WATER MAIN MAINT.	4.00
	<i>Total Hours for Work Unit</i>	<i>363.00</i>

<i>DIVISION</i>	<i>ACTIVITIES</i>	<i>HOURS</i>
ST-TRAFFIC OPERATION		
	ASPHALT REPAIRS	279.50
	BENEFIT TIME USE	532.00
	CALL DUTY	21.00
	EQUIPMENT MAINT.	39.50
	GARAGE MAINT.	13.00
	OTHER	16.50
	SPECIAL EVENTS	102.00
	STREET LIGHT MAINT.	194.00
	SUPERVISION	112.00
	TRAFFIC CONTROL	439.50
	TRAINING	6.00
	TREE MAINTENANCE	26.00
	<i>Total Hours for Work Unit</i>	<i>1781.00</i>
ST-TRAFFIC SEASONAL		
	ASPHALT REPAIRS	5.00
	BENEFIT TIME USE	12.00
	EQUIPMENT MAINT.	13.00
	GARAGE MAINT.	3.00
	OTHER	1.00
	SPECIAL EVENTS	11.00
	STREET LIGHT MAINT.	92.00
	TREE MAINTENANCE	25.00
	<i>Total Hours for Work Unit</i>	<i>162.00</i>
W/S-CUST SERV /SEAS		
	B-BOX MAINT.	14.00
	CUSTOMER SERVICE	17.00
	METER MAINTENANCE	11.50
	METER READING	60.00
	MISC. STREET MAINT.	12.00
	OTHER	1.50
	SIDEWALK MAINT./CONST.	8.00
	SPECIAL EVENTS	24.00
	TREE MAINTENANCE	20.00
	<i>Total Hours for Work Unit</i>	<i>168.00</i>

<i>DIVISION</i>	<i>ACTIVITIES</i>	<i>HOURS</i>
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W/S-CUSTOMER SERVICE

B-BOX MAINT.	19.00
BENEFIT TIME USE	252.00
BUILDING MAINTENANCE	0.50
CALL DUTY	77.00
CUSTOMER SERVICE	78.00
EQUIPMENT MAINT.	6.00
GARAGE MAINT.	2.00
LIFT STATION MAINT.	1.50
METER MAINTENANCE	68.00
METER READING	111.50
MISC. STREET MAINT.	105.25
NON-DIV. BLDG. MAINT.	15.75
OTHER	7.50
SAN. SEWER MAINT.	43.00
SPECIAL EVENTS	23.00
STORM SEWER MAINT.	8.00
STREET LIGHT MAINT.	0.50
SUPERVISION	100.00
UTILITY LOCATES	219.50
WATER MAIN MAINT.	3.00

Total Hours for Work Unit 1141.00

W/S-ELECT/MECH SEAS

BENEFIT TIME USE	16.00
EQUIPMENT MAINT.	7.00
GARAGE MAINT.	2.00
GIS	1.00
LIFT STATION MAINT.	4.00
MISC. STREET MAINT.	8.00
SAN. SEWER MAINT.	111.00
SPECIAL EVENTS	13.75
WATER DIST & REG COMPL	4.00
WELL MAINT.	6.00

Total Hours for Work Unit 172.75

<i>DIVISION</i>	<i>ACTIVITIES</i>	<i>HOURS</i>
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W/S-ELECT/MECHANICAL

BENEFIT TIME USE	529.00
BUILDING MAINTENANCE	2.00
CALL DUTY	52.00
EQUIPMENT MAINT.	7.50
GARAGE MAINT.	8.00
GIS	2.00
LIFT STATION MAINT.	459.50
OTHER	7.00
SAN. SEWER MAINT.	155.50
SEWER SERVICE INSP.	6.00
SPECIAL EVENTS	30.00
SUPERVISION	140.00
TREE MAINTENANCE	20.00
WATER DIST & REG COMPL	122.50
WELL MAINT.	103.00

Total Hours for Work Unit 1644.00

W/S-FAST

BENEFIT TIME USE	128.00
BUILDING MAINTENANCE	4.00
CALL DUTY	16.00
EQUIPMENT MAINT.	6.00
MISC. STREET MAINT.	123.00
PORTABLE MESSAGE BOARD	4.00
SIDEWALK MAINT./CONST.	20.00
SPECIAL EVENTS	67.00

Total Hours for Work Unit 368.00

<i>DIVISION</i>	<i>ACTIVITIES</i>	<i>HOURS</i>
W/S-FAST SEASONAL		
	BENEFIT TIME USE	16.00
	BUILDING MAINTENANCE	4.00
	EQUIPMENT MAINT.	8.00
	GARAGE MAINT.	32.00
	MISC. STREET MAINT.	126.00
	PORTABLE MESSAGE BOARD	2.00
	SIDEWALK MAINT./CONST.	70.00
	SPECIAL EVENTS	77.00
	<i>Total Hours for Work Unit</i>	<i>335.00</i>
W/S-MAINT/CONST		
	B-BOX MAINT.	10.00
	BENEFIT TIME USE	412.00
	CALL DUTY	62.00
	CURB REPAIR / REPL.	4.00
	EQUIPMENT MAINT.	64.00
	GARAGE MAINT.	69.00
	HYDRANT MAINT.	235.50
	INLET / CATCH BASIN CLEAN	19.00
	JETTING / WASHDOWN	30.00
	LIFT STATION MAINT.	1.00
	OTHER	9.00
	SEWER SERVICE INSP.	7.50
	SIDEWALK MAINT./CONST.	4.00
	SPECIAL EVENTS	72.00
	STORM SEWER CONST.	229.00
	STORM SEWER MAINT.	96.00
	SUPERVISION	124.00
	TREE MAINTENANCE	32.00
	VALVE MAINT.	132.00
	WATER MAIN MAINT.	210.00
	<i>Total Hours for Work Unit</i>	<i>1822.00</i>

*DIVISION**ACTIVITIES**HOURS*

W/S-MAINT/CONST SEAS

BENEFIT TIME USE	8.00
EQUIPMENT MAINT.	3.00
GARAGE MAINT.	1.00
HYDRANT MAINT.	147.00
OTHER	1.00
SPECIAL EVENTS	8.00

*Total Hours for Work Unit**168.00*

**TRANSPORTATION AND ENGINEERING DIVISION
DEPARTMENT OF DEVELOPMENT SERVICES
AUGUST MONTHLY REPORT**

Attached is the Department of Development Services Monthly Report for Transportation and Engineering for the period ending August 27, 2010.



Gary Salavitch, P.E.
Director of Engineering

MISCELLANEOUS

- Staff has provided floodplain information to four residents in the last month.
- There have been 6 drainage inspections for drainage investigations, room additions, backyard garages and driveway additions.

PROJECT STATUS

2010 Crack Sealing Project – The project was delayed in getting started and staff is now waiting for September for better weather. A preconstruction meeting will be scheduled before the work starts. Village Project Manager – Shelley Walenga.

2010 Street Revitalization Project – Please refer to the attached schedule. All streets are complete except for restoration. Village Project Manager – Marty Salerno

Airdrie Estates – No change in the last month. Working with developer to keep up on property maintenance. No site work and there are no building permits for this 21 lot subdivision. All storm, water main and sanitary are complete along with the road to the binder asphalt. Village Project Manager – Terry White.

Americare Nursing – Earthwork is complete and foundation work is almost complete. Utilities are started. Village Project Manager – Terry White.

Autumn Woods – See agenda item. Mass grading was not completed. Kenar may pull off the site and restore the mass grading. Soil erosion control is ongoing. Minor storm sewer completed. Village Project Manager – Terry White.

Barrington Square 2009 Renovation – Project nearing completion. Need as-builts and sidewalk installation. Village Project Manager – Terry White.

Beacon Pointe Subdivision – The Village is proceeding with acceptance of Beacon Pointe subdivision. All punch lists were transmitted to Ryland. Beacon Pointe interior roads are complete to the binder level. Utility punch list completed. Pavement, curb and sidewalk marked out for repair. House construction is ongoing for a few lots and there are 3 vacant home sites remaining. Village Project Manager – Gary Salavitch.

Beacon Pointe Drive Extension – Acceptance inspections are complete. Punch lists mailed to Terrestris. The Village is requesting letter of credit funds to complete this project. Village Project Manager – Gary Salavitch.

Devonshire Woods Estates – No change in the last period. The bank now owns this project. It was agreed to accept the north half and re-subdivide the south half to one lot. House construction has stopped. (46 remaining home sites). Road construction is complete to the binder level for the north half and all utility installations are complete for the site. Punch list inspections are ongoing. Village Project Manager – Terry White.

EJ&E / CN Acquisition Project – Staff is working on the Noise Abatement Wall project as well as intersection improvements at Shoe Factory Road. Progress has been slow. Village Project Manager – Gary Salavitch.

Haverford Place – This subdivision is through the maintenance period. The one outstanding issue is buried utility boxes which is now complete. There has been no settlement problems to date. Village Project Manager – Gary Salavitch.

Heidner Commercial – Plans reviewed, project approved and waiting for construction. Village Project Manager – Gary Salavitch.

Highland, Jones, Frederick Sanitary Improvements – Construction on Frederick is complete. Work is ongoing in other areas. Staff is assisting Public Works with this project. Frederick Lane has settled considerably and staff is monitoring the extent. Village Project Manager – Terry White.

Hoffman Boulevard Bridge Crack Sealing Project – Crack sealing project expanded to include the approach slab. Work to start on 8-30. Village Project Manager – Shelley Walenga.

Police Station – Building and site work complete. As-builts required. Village Project Manager – Terry White.

Prairie Pointe, Phase I and Ring Road – Phase I and II are now complete. Village Project Manager – Terry White.

Prairie Stone Parcel 16 – No change in the last period. Clean up and regrading complete. Minor restoration is required. Village Project Manager – Terry White.

St. Alexius Hospital – The central plant relocation project is complete. Parking garage water main relocation is ongoing. The temporary parking lot is complete. Work to start soon on parking garage expansion. Village Project Manager – Terry White.

Yorkshire Woods – All utilities are complete and streets to the binder level. Village acceptance inspections are complete and transmitted to the bonding company. Village Project Manager – Terry White.

Water Tower – Painting complete. Water main testing complete. MWRD approved sanitary service permit and installation to start next week. Interior work is ongoing. Village Project Manager – Terry White.

2010 Street Revitalization Project Schedule Update: (August 23, 2010)

RESURFACING STREETS	Start Date ¹	Pre-Construction		Construction									Landscaping		Percent Complete
		Survey	Sawcutting	Concrete Removal	Asphalt Removal	Storm Sewer	Curb & Gutter	Driveway Aprons	Sidewalks	Asphalt Patching	Asphalt Surface	Backfill Topsoil	Sod & Seed		
1. FORTUNE BAY COURT Mumford Dr to End of the street	4/26/2010					N/A		N/A							100%
2. PATRIOT LANE Firestone Dr N to Lexington Dr	4/26/2010							N/A							100%
									Completed			In Progress			

¹Tentative / Actual

All resurfacing streets to be completed within 30 days of start date

Definition of Construction Steps:

- Survey Staking: Village engineers evaluate existing conditions and use wooden stakes as a point of vertical and horizontal reference.
- Tree Root Pruning: A circular saw machine cuts tree roots to reduce damage to the tree during construction.
- Saw Cutting: A circular saw machine cuts the concrete and asphalt at construction joints.
- Concrete Removal: The contractor removes existing sidewalk, curb and gutter, and driveway aprons that will be replaced.
- Asphalt Removal: The contractor either uses a backhoe or milling machine to remove existing asphalt layers.
- Earth Excavation: Removal of the all materials located below the existing road to a stabilized subgrade.
- Sub base Backfill: The installation of stone to a depth of 6"-8" with a layer of geotextile fabric.
- Storm Sewer: Repair and replacement of existing storm sewer structures and pipes.
- Curb & Gutter: The installation of concrete curb & gutter utilizing mechanical equipment or hand tools.
- Driveway Aprons: The replacement of asphalt and concrete driveway aprons.
- Sidewalks: The replacement of concrete public sidewalks.
- Fine Grading: The shaping of the stone sub base to ensure drainage, compaction, and elevation.
- Asphalt Binder: The lower levels of asphalt ranging from 4.5" - 6.5" in thickness.
- Asphalt Patching: Repair of localized pavement failures on resurfacing streets.
- Asphalt Surface: The final layer of asphalt. Striping is completed with this step.
- 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.

2010 Street Revitalization Project Schedule Update: (August 23, 2010)

RECONSTRUCTION STREETS	Start Date ¹	Pre-Construction				Construction											Landscaping		Percent Complete
		Survey Staking	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	Backfill Topsoil	Sod & Seed		
3. AUDUBON STREET PH 1 Aberdeen St to 665 Audubon	5/20/2010																		95%
4. AUDUBON STREET PH 2 665 Audubon to Higgins Rd	6/14/2010																		95%
5. BERKLEY LANE E PH 1 Arizona Blvd to Clarendon St	5/10/2010																		100%
6. BERKLEY LANE E PH 2 Clarendon St to End of the street	6/4/2010																		95%
7. CONCORD LANE Firestone Dr N to Lexington Dr	4/26/2010																		100%
8. TREATY LANE Winston Dr to End of the street	4/30/2010																		100%
9. WESTERN STREET Flagstaff Ln to Maple Ln	6/23/2010																		95%
														Completed		In Progress			