



AGENDA
Public Works & Utilities Committee
Regular Meeting
Village Hall
1900 Hassell Road, Hoffman Estates, IL 60169

September 15, 2025	Council Chambers	7:30 PM
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1. **CALL TO ORDER/ROLL CALL**
2. **APPROVAL OF MINUTES**
 - A. Public Works & Utilities Committee 08-18-2025
3. **PUBLIC COMMENT**
4. **NEW BUSINESS**
 - A. Authorization to award contract to Flawless Epoxy Inc., of Plainfield, IL, for Fleet Services Floor Coating/Rehabilitation in an amount not to exceed \$53,000.
 - B. Approval of an Intergovernmental Agreement between the Village of Hoffman Estates and the Village of Schaumburg for the joint operation and maintenance of an Emergency Interconnect of water distribution systems.
5. **REPORTS**
 - A. Public Works Department Monthly Report
 - B. Engineering Division Monthly Report
6. **PRESIDENT'S REPORT**
7. **ITEMS IN REVIEW**
8. **OTHER**
9. **ADJOURNMENT**

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

**PUBLIC WORKS & UTILITIES COMMITTEE
MEETING MINUTES**

August 18, 2025

1. Roll call

Members in Attendance:

**Gary Pilafas, Trustee
Gary Stanton, Trustee
Karen Arnet, Trustee
Pat Kinnane, Trustee
William McLeod, Mayor**

Electronic Attendance:

**Anna Newell, Chairperson
Karen Mills, Vice Chairman**

**Management Team Members
in Attendance:**

**E. Palm, Village Manager
J. Pape, Assistant Village Manager
A. Janura, Corporation Counsel
J. Dickson, Asst. Corporation Counsel
K. Cawley, Chief of Police
A. Wax, Fire Chief
R. Musiala, Finance Director
P. Gugliotta, Development Services Director
J. Nebel, PW Director
J. Horn, Planning & Transportation Director
M. Saavedra, HHS Director
P. Seger, HRM Director
D. Raszka, Director of IT
M. Brito, Communications Manager
R. Signorella, Multimedia Production Manager
B. Gibbs, NOW Arena Manager**

The Public Works and Utilities meeting was called to order at 7:23 p.m.

Motion by Trustee Arnet, seconded by Trustee Kinnane to approve call in votes. Voice vote taken. All ayes. Motion carried.

2. APPROVAL OF MINUTES

Motion by Trustee Arnet, seconded by Trustee Kinnane, to approve the Public Works & Utilities Committee meeting minutes of July 21, 2025. Voice vote taken. All ayes. Motion carried.

3. PUBLIC COMMENTS

4. NEW BUSINESS

A. Approval of Change Order #1 with Hoerr Construction, Inc. of Goodfield, IL for the 2024 Storm Sewer Rehabilitation Project in the amount of \$75,941 for a total not to exceed cost of \$1,373,947

An item summary from Oscar Gomez and Alan Wenderski was presented to Committee.

Motion by Mayor McLeod, seconded by Trustee Arnet to approve a Change Order #1 with Hoerr Construction, Inc. of Goodfield, IL for the 2024 Storm Sewer Rehabilitation Project in the amount of \$75,941 for a total not to exceed cost of \$1,373,947. Voice vote taken. All ayes. Motion carried.

B. Approval of Change Order #1 with Altorfer Industries, Elmhurst, IL for a Portable Generator in an amount not to exceed \$4,800.

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

Motion by Trustee Kinnane, seconded by Trustee Arnet to approve of a Change Order #1 with Altorfer Industries, Elmhurst, IL for a Portable Generator in an amount not to exceed \$4,800. Voice vote taken. All ayes. Motion carried.

C. Approval of an engineering services agreement with Strand Associates, Inc., of Joliet, IL for the 2025 Water Model Update and System Evaluation, in an amount not to exceed \$80,000.

An item summary from Joseph Nebel and Ryan Christensen was presented to Committee.

Motion by Mayor McLeod, seconded by Trustee Arnet to approve of an engineering services agreement with Strand Associates, Inc., of Joliet, IL for the 2025 Water Model Update and System Evaluation, in an amount not to exceed \$80,000. Voice vote taken. All ayes. Motion carried.

D. Authorization to:

- a. waive formal bidding; and**
- b. purchase one Abbeywood Pump Station Altitude Replacement Valve from Ross Valve Manufacturing Co., Inc., Troy, New York in an amount not to exceed \$86,471; and**
- c. authorize the Village Manager to approve change orders up to \$10,000.**

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

Motion by Trustee Kinnane, seconded by Trustee Arnet, a.) waive formal bidding; and b.) purchase one Abbeywood Pump Station Altitude Replacement Valve from Ross Valve Manufacturing Co., Inc., Troy, New York in an amount not to exceed \$86,471; and c.) authorize the Village Manager to approve change orders up to \$10,000. Voice vote taken. All ayes. Motion carried.

5. REPORTS (INFORMATION ONLY)**A. Department of Public Works Monthly Report**

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

B. Engineering Division Monthly Report

The Engineering Division Monthly Report was received and filed.

6. President's Report**7. Other****8. Items in Review****9. Adjournment**

Motion by Trustee Arnet, seconded by Trustee Kinnane, to adjourn the meeting at 7:31 p.m. Voice vote taken. All ayes. Motion carried.

Minutes submitted by:

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

Date



AGENDA ITEM REPORT
Public Works & Utilities Committee
September 15, 2025
ITEM 4A

REQUEST: Authorization to award contract to Flawless Epoxy Inc., of Plainfield, IL, for Fleet Services Floor Coating/Rehabilitation in an amount not to exceed \$53,000.

FROM: Joseph Nebel, Public Works Director
Kevin McGraw, Superintendent of Streets

ITEM TYPE: Contract - Committee

REQUEST SUMMARY

The Fleet Services Maintenance Bay and shop floor coating was originally installed in 1991. In 2023, the Village Board approved a contractor to rehabilitate the floor. However, the work performed was of poor quality and failed to meet the Village's expectations. As a result, the Village did not pay for the work and formally separated from the contractor.

The floor coating remains in poor condition with insufficient non-slip abrasive coating and areas of underlying concrete that are cracked, broken, or missing. In order to correct the deficient work and complete this project, a mandatory pre-bid meeting was held in August 2025 with four firms in attendance; ultimately, two bids were received:

Firm Name	Bid Amount
Flawless Epoxy Inc.	\$53,000
CCI Flooring Inc.	\$84,800

Following a review of bids, and thorough reference checks, Staff recommends awarding the contract to the lowest responsible bidder, Flawless Epoxy Inc., in the amount of \$53,000. Flawless Epoxy has also completed several other successful projects for the Village and Staff is confident in the quality of their work.

FINANCIAL IMPACT

The 2023 General Fund Capital Improvements Program included \$50,000 for this project. As the recommended contract amount exceeds the original budget allocation, an additional \$3,000 will be sourced from General Fund reserves.

RECOMMENDATION

Authorization to award contract to Flawless Epoxy Inc., of Plainfield, IL, for Fleet Services Floor Coating/Rehabilitation in an amount not to exceed \$53,000.

ATTACHMENTS

1. Bid - Fleet Services Floor Coating Rehabilitation 2025
2. 2025 Bid Tab Fleet Services Floor Coating Rehabilitation
3. Flawless Epoxy Inc. Bid



VILLAGE OF HOFFMAN ESTATES

Department of Public Works

BID DOCUMENTS

for:

Fleet Services Floor Coating/Rehabilitation

BID OPENING DATE:	September 9, 2025
BID OPENING TIME:	10:30 a.m.
BID DEPOSIT:	Cashier's/Certified check or Bid Bond in the amount of 10% of proposed cost (required)
PERFORMANCE BOND:	100% of total bid award (upon award of contract)
PRE-BID MEETING:	August 26, 2025, at 10:00am (mandatory)

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

TABLE OF CONTENTS

Introduction Letter	2
Bid Notice	3
Bid Certificate Form	4
Substance Abuse Prevention Certificate	5
Contract	6
Performance Surety Bond Form	7
Proposal Form	13
Reference Form	14
Instructions to Bidders	15
Scope of Work	28
Special Provisions	29



HOFFMAN ESTATES

DEPARTMENT OF PUBLIC WORKS

Prospective Bidder,

The Village of Hoffman Estates is now soliciting bids for the Fleet Services Floor Coating/Rehabilitation at Fleet Services, 2405 Pembroke Ave, Hoffman Estates, IL. On behalf of our residents, I appreciate your interest in participating in the bid process. I call your special attention to the Instructions to Bidders section of the attached bid documents. Please be sure that you read thoroughly and fully understand these instructions prior to the preparation of your bid. Note that instructions call for no deviation from the bid specifications except for those deviations which are listed as such on the vendor's bid detail sheet and which are expressly approved as part of the Village's acceptance of the bid.

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

Please note the following:

- a) A Cashier's/Certified check or Bid Bond in the amount of 10% of proposed cost is required.
- b) A performance bond is required from the successful bidder using the performance bond template in this document. (See special provisions)

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

If you have any questions with regards to these bid documents, please contact Joe Capiga, Fleet Services Supervisor, joe.capiga@vohe.org or 847.490.6800.

Sincerely,

Joseph Nebel
Director of Public Works

VILLAGE OF HOFFMAN ESTATES
NOTICE TO BID

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

Fleet Services Floor Coating/Rehabilitation

Sealed bids will be received at the Office of the Village Clerk of the Village of Hoffman Estates (1900 Hassell Road) Cook County, Illinois, until **September 9, 2025, at 10:30 a.m.** All bids will be publicly opened immediately thereafter.

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

Company's Name
Company Address
Name of Bid ("Fleet Services Floor Coating/Rehabilitation")
Date and Time of Bid Opening

Specifications and complete bid documents may be obtained from the Office of the Village Clerk or website. Further information regarding this bid may be obtained by contacting Joe Capiga, Fleet Services Supervisor, joe.capiga@vohe.org or 847.490.6800.

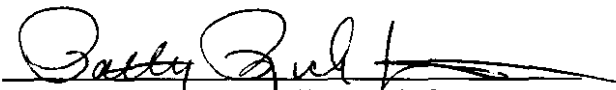
A mandatory pre-bid meeting will be held at the job site located at Fleet Services, 2405 Pembroke Ave, Hoffman Estates, IL on August 26, 2025 at 10:00 a.m.

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

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

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

8/11/2025
DATE


Patty Richter, Village Clerk

TO BE PUBLISHED ON 8/12/2025 PADDOCK PUBLICATIONS
(DATE)

NOTE: THIS FORM MUST BE NOTARIZED

RETURN WITH BID

**VILLAGE OF HOFFMAN ESTATES
BID CERTIFICATE FORM**

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

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

Signed: _____

Name/Title: _____ (please print)

Date: _____

Attest: _____ (Notary Public)

Commission Expiry: _____

Date: _____

(SEAL)

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

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATE
RETURN WITH BID

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

(Name of Contractor)

(Title)

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

My Commission expires: _____

(Notary Public)

(SEAL)

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



HOFFMAN ESTATES

DEPARTMENT OF PUBLIC WORKS

CONTRACT

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

Attest:

Clerk
(Seal Below)

Attest:

Secretary

The Village of Hoffman Estates

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

Corporate Name

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

Co-Partner

Co-Partner

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

Party of the Second Part

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

**VILLAGE OF HOFFMAN ESTATES
PERFORMANCE SURETY BOND FORM**

BOND NO.	DATE BOND EXECUTED:
PRINCIPAL:	BOND AMOUNT: (written out & numerically)
CO-PRINCIPAL(S):	CONTRACT DOCUMENTS:
SURETY(IES):	PROJECT:

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal(s) and Surety(ies) hereto, recite and declare that:

1. We are held and firmly bound to the obligee Village of Hoffman Estates, Illinois (hereinafter called "Village"), in the sum written above in lawful money of the United States of America, to be paid to the Village, its successors or assigns, for the payment whereof Principal(s), Co-Principals and Surety(ies) bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by this Bond.
2. The condition of this Bond is that if the Principal shall in every respect perform all of its obligations under the Contract Documents identified above, which Contract Documents are incorporated herein by reference, then this Bond shall be void; otherwise, the Bond shall4. continuously remain in full force and effect untila) released by the Village. Contract Documents shall also include any contracts, annexation agreements, development agreements, plats, zoning approvals, engineering plans, site plans or other Village documents associated with the Project, including any laws, ordinances or governmental regulations related to the Project.
3. Surety waives all of its surety defenses including, but not limited to, the following:
 - a) It shall be the duty of the Principal to notify the Surety of any revision of the plans, profiles and specifications referred to in the Contract Documents. The Surety expressly waives any right to receive notice from the obligee or to review or approve any revisions to the plans, profiles and specifications referred to in the Contract Documents which are required to meet governmental standards. No such revisions of any kind in the work shall in any way affect the obligation of the Surety under this Bond;
 - b) The addition or reduction in subdivision lots or area to those shown in the original plat of subdivision, site plan or construction plan referred to in the Development Document shall in no way affect the obligation of the Surety under this Bond;
 - c) Any extension of time beyond the period provided for in the Development Document for completion of its obligations under the Agreement shall in no way affect the obligation of the Surety under this Bond;
 - d) The failure or refusal of Village to take any action, proceeding, or steps to enforce any remedy or exercise any right under the Development Document, or that taking of any action, proceeding, or step by Village, acting in good faith upon the belief that same is permitted by the provisions of the Contract Documents, shall not in any way release

Principal or Surety, or either of them, or their respective executors, administrators, successors, or assigns, from liability under this Bond. Surety hereby waives notice of any amendment, indulgence made, granted or permitted;

e) The Principal, Co-Principal and Surety intend that each provision of this Bond be valid and binding upon them and expressly agree to abide thereby;

f) In the event of a default of this Bond, the Village may terminate whatever rights Principal, Co-Principal and/or Surety may have to perform further work on the Project.

g) The requirement of any other entity to perform any obligations contained in the Contract Documents shall in no way affect the obligations of the Surety under this Bond.

Default:

A default shall be deemed to have occurred on the part of the Principal if Principal shall fail to complete its obligations under the Contract Documents within the time set forth therein or any extensions thereof; or, prior to the expiration of such period, if in the sole judgment of the Village, the Principal has:

- 1) abandoned the performance of its obligations under the Contract Documents; or
- 2) renounced or repudiated its obligations under the Contract Documents; or
- 3) clearly demonstrated through insolvency, or otherwise, that its obligations under the Contract Documents cannot be completed within the time allotted under the Contract Documents.

b) If the Principal defaults in the performance of all or any part of the obligations specified in the Contract Documents, the Village shall give written notice of the default to the Surety, with a copy to the Principal and Co-Principal, if any. In the event of such default and notice, Surety shall, within 45 days of receipt of the default notice, give written notice to the Village stating whether Surety will assume the Development Document obligations and the obligations of the Principal, and should it elect to assume said obligations, Surety shall be required to complete the obligations specified in the Contract Documents according to its terms and provisions within 180 days of said notice, but not before expiration of the period provided for under the Contract Documents and approved extensions thereof. In the event that Surety elects to assume the obligations of Principal as provided herein and thereafter fails to faithfully perform all or any part of the work, or should it unnecessarily delay all or any part of the work, then the Village may proceed as provided in Paragraph No. 5 of this Bond.

5. Should Surety following notice of default

notify the Village that Surety elects not to assume the obligations of Principal under the Contract Documents, or fails within 45 days of receipt of the default notice as provided in Paragraph No. 4b) above to notify the Village whether Surety elects to assume the obligations of Principal under the Contract Documents, or having elected to assume the obligations of Principal, should it then fail to perform, then in any event the Village may elect any of the following procedures or any combination thereof:

a) Terminate whatever rights the Principal, Co-Principal and/or Surety may have to perform further work on the Project;

b) Take over or relet all or any part of the work under the Contract Documents which is not completed and complete the same for the account and at the expense of the Principal and Surety, who shall be jointly and severally liable to Village for the costs incurred in completion of the obligations under the Contract Documents and/or correction thereof. Such costs as identified in the Contract Documents shall include, but not be limited to, construction, engineering, surveying, maintenance, donations, impact fees, deterioration, administration, supervision, reasonable attorney's fees, and any costs associated or related to any litigation of the Bond agreement and shall be adjusted for inflation. The amount of Village's actual costs for completion and/or correction of the work required under the Contract Documents shall be conclusive of the extent of the liability of Principal and Surety and may exceed the Bond Amount;

c) Require the Surety to pay the Bond Amount to the Village as liquidated damages.

6. Should Surety, following notice of default notify the Village within 45 days of the receipt of the default notice choose to pay the Village for completion of the obligation under the Contract Documents, the Surety shall have the right to demand that the Village state a sum constituting the estimated costs at that time, of completion and/or correction of the work required under the Contract Documents, such as costs as defined in Paragraph No. 5b). Surety shall then immediately pay over to the Village the sum so stated and be released from any further obligations under this Bond. If funds are paid over under this section and the paid over funds are not sufficient to complete the work, the Village's sole remedy shall be to proceed against the Principal(s) and Co-Principals for any deficiency. If there are any paid over funds not necessary for completion of the work, the Village will return the excess to Surety after completion of the work.

7. If any action or proceeding is initiated in connection with this Bond and any and all obligations arising hereunder the venue thereof shall be in State Court in the County of Cook, State of Illinois, it is further understood and agreed that this contract shall be governed by the laws of the State of Illinois, both as to interpretation and performance.

8. All notices sent to the Principal(s), Co-Principals, and Surety(ies) shall be sent to the address set forth on the signature page unless said Principal(s), Co-Principal(s) and Surety(ies) notify the Village in writing of any change. If the addresses of any of the Principal(s), Co-Principal(s) and Surety(ies) change, the Principal(s), Co-Principal(s) or Surety(ies) shall immediately notify the Village in writing of such change. Failure to notify the Village of any change in address is deemed to be a waiver of any requirement for notice under this Bond to the Principal(s), Co-Principal(s) or Surety(ies). All written notices to the Village required under the Bond shall be sent certified mail to the Village Clerk.

9. If any one or more of the provisions of this Bond are determined to be illegal or unenforceable by a court of competent jurisdiction, all other provisions shall remain effective.

10. No party other than the Village shall have any rights under this Bond as against the Surety.

11. As part of the obligation secured hereby and in addition the Bond Amount specified herein, there shall be included costs, interest and reasonable expenses and fees (including, without limitation, attorneys' fees and costs), incurred by the Village in enforcing this agreement, to be awarded by the court.

12. Nonpayment of the premiums associated with this Bond will not invalidate this Bond nor shall Village be obligated for the payment thereof. Surety agrees to deliver written notice of non-payment under this Bond or other actions to the Village.

13. Surety waives its right to trial by jury.

**VILLAGE OF HOFFMAN ESTATES
PERFORMANCE SURETY BOND FORM**

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and sealed as of the day and year set forth above.

PRINCIPAL

Type of Organization: _____

Legal Name of Organization: _____

State of Incorporation: _____

Address: _____

Authorized Signature(s): _____

By: _____
Signature

By: _____
Signature

(Type name and title)

(Type name and title)

ACKNOWLEDGMENT OF PRINCIPAL(S)

STATE OF _____:
COUNTY/CITY OF _____:

I, _____ Notary Public in and for the State and County/City
aforesaid, do hereby certify that _____
_____ whose name is signed to the foregoing bond, this day personally appeared
before me in my State and County/City aforesaid and acknowledged the same.

Given under my hand this _____ day of _____, _____.

My commission expires: _____

NOTARY PUBLIC

Surety: _____

Bond No.: _____

CO-PRINCIPAL(S)

Type of Organization:

Legal Name of Organization:

State of Incorporation:

Address:

Authorized Signature(s):

By: _____

Signature

By: _____

Signature

(Type name and title)

(Type name and title)

ACKNOWLEDGMENT OF CO-PRINCIPAL(S)

STATE OF _____:

COUNTY/CITY OF _____:

I, _____ Notary Public in and for the State and County/City
aforesaid, do hereby certify that _____
_____ whose name is signed to the foregoing bond, this day personally appeared
before me in my State and County/City aforesaid and acknowledged the same.

Given under my hand this _____ day of _____, _____.

My commission expires: _____

NOTARY PUBLIC

Surety: _____

Bond No.: _____

CORPORATE SURETY

Type of Organization:

Legal Name and Address:

Liability Limit:

Address:

Authorized Signature(s):

By: _____

Signature

By: _____

Signature

(Type name and title)

(Type name and title)

ACKNOWLEDGMENT OF CORPORATE SURETY(S)

STATE OF _____:
COUNTY/CITY OF _____:

I, _____ Notary Public in and for the State and County/City
aforesaid, do hereby certify that _____
_____ whose name is signed to the foregoing bond, this day personally appeared
before me in my State and County/City aforesaid and acknowledged the same.

Given under my hand this _____ day of _____, _____.
My commission expires: _____

NOTARY PUBLIC

Surety: _____
Bond No.: _____

**VILLAGE OF HOFFMAN ESTATES
PROPOSAL FORM**

Fleet Services Floor Coating/Rehabilitation

The undersigned, having examined all documents related to this proposal and having become familiar with the extent, nature, and local conditions affecting the cost and performance of the proposed work, hereby proposes to furnish all supervision, labor, equipment, and materials and to perform the work herein described at the proposal prices as included in this document. It is understood that the Village reserves the right to reject any and all proposals (including alternate proposals) and to waive any technicalities.

Name of Bid: _____

Company Name: _____

Bidder Name (print): _____

Title: _____

Business Address: _____

Email Address: _____

Telephone _____

Signature _____ Date _____

A) All-inclusive proposed sum for Fleet Services Floor Coating/Rehabilitation: \$ _____

B) Length of Warranty for:

Materials: _____

Labor: _____

C) Approximate number of weeks for start of construction: _____ weeks.

D) Approximate number of weeks for completion of construction: _____ weeks

NOTE: all proposed work under the terms of this bid must be completed on or before October 30, 2025 unless delayed by supply chain constraints.

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

Fleet Services Floor Coating/Rehabilitation

REFERENCES

BIDDER NOTE: List five (5) references where like-services have been performed in comparable scope. Like-services would include other municipalities, park districts, county and state agencies, large companies, etc. References are mandatory.

BUSINESS NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

APPROXIMATE DATE: _____

BUSINESS NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

APPROXIMATE DATE: _____

BUSINESS NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

APPROXIMATE DATE: _____

BUSINESS NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

APPROXIMATE DATE: _____

BUSINESS NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

APPROXIMATE DATE: _____

VILLAGE OF HOFFMAN ESTATES INSTRUCTIONS TO BIDDERS

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

FORMS

All bids must be submitted on the forms provided, complete and intact, properly signed in ink in the appropriate spaces, and submitted in a sealed envelope. All bids must be delivered to the Village Clerk, 1900 Hassell Road, Hoffman Estates, IL. 60169 prior to the bid opening date and time published on the cover of this bid packet. Bidders should reference the Notice to Bid for instructions on preparing their bid proposal.

ALTERNATE/MULTIPLE BIDS

The specifications contained within this bid packet are not intended to eliminate or exclude any bidder due to minor deviations, alternates, or changes. Bidders that desire to deviate from these specifications in their proposal are permitted to submit alternate/multiple bids. However, alternate bids must be clearly indicated as such with deviations from the applicable specifications clearly noted. The bid must be accompanied by complete specifications for the items offered. Any questions regarding the specifications, drawings, etc. shall be referred to that individual so referenced in the Specifications section. Vendors wishing to submit a secondary bid must do so as an alternate bid. Only one bid will be accepted per envelope.

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

RECEIVING OF BIDS

Bids received prior to the time of opening will be securely kept unopened. The Village Clerk, whose duty it is to open them, will decide when the specified time has arrived. No bid received thereafter will be considered. No responsibility will be assumed by the Village or the Village Clerk for premature or non-opening of bids not properly addressed and identified, except otherwise provided by law.

LATE BIDS

Bids arriving after the specified time, whether sent by mail, courier, or in person, will not be accepted. These bids will either be refused or returned unopened. It is the Bidder's responsibility for timely delivery of bid proposals. Mailed bids which are delivered after the specified time will not be accepted regardless of post marked time on the envelope.

BIDS BY FAX

Bids transmitted by fax will not be accepted, nor will the Village transmit bid documents to prospective bidders by way of fax machine.

ERROR IN BIDS

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

WITHDRAWAL OF BIDS

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

CONSIDERATION OF BIDS

No bid will be accepted from, or contract awarded to, any person, firm, or corporation that is in arrears or default to the Village upon any debt or contract, or that is a defaulter upon any obligation to the Village, or had failed to perform faithfully any previous contract with the Village. If requested, the Bidder shall present, within 48 hours, evidence satisfactory to the Village of performance ability and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and contract documents.

PRICES

Unit prices shall be shown for each unit on which there is a bid and shall include all equipment, fuel charges, packing, crating, freight, and shipping/unloading charges unless otherwise stated in this bid packet. Unit prices shall not include any local, state, or federal taxes. The Village is exempt, by law, from paying State and Village Retailer's Occupation Tax, State Service Occupation Tax, and Federal Excise Tax. The Village will supply the successful bidder with the current tax exempt number.

Cash discounts will not be considered in determining contract price but may be used in the overall evaluation of bids.

AWARD OR REJECTION OF BIDS

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

Bidders shall make all investigations necessary to thoroughly inform themselves regarding the supplies and/or services to be furnished in accordance with this bid. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of the Bidder's failure to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the Village of the compensation to the Bidder. **Any exceptions not taken by the Bidder shall be assumed by the Village to be included.**

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

PAYMENT

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

REQUIREMENTS OF BIDDER

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

COMPLIANCE WITH ALL LAWS

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

CONTRACT ALTERATIONS

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

NOTICES

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

NON-ASSIGNABILITY

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

INDEMNITY

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

EQUAL EMPLOYMENT OPPORTUNITY

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

REQUIRED INSURANCE

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

<u>Type of Insurance</u>	<u>Occurrence</u>	<u>Aggregate</u>
GENERAL LIABILITY		
Bodily Injury	\$1,000,000	\$3,000,000
Property Damage	\$1,000,000	\$3,000,000
Contractual Insurance – Broad Form	\$1,000,000	\$3,000,000
AUTOMOBILE LIABILITY		
Bodily Injury	\$1,000,000	\$1,000,000
Property Damage	\$1,000,000	\$1,000,000
This insurance must include non-owned, hired, or rented vehicles, as well as owned vehicles.		
WORKMEN’S COMPENSATION AND OCCUPATIONAL DISEASES		
Statutory for Illinois		
Employer’s Liability Coverage	\$1,000,000 per accident	

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

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

BID PERFORMANCE DEPOSIT

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

ACCEPTANCE

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

DEFAULT

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

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

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

SPECIAL CONDITIONS

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

PERMITS AND LICENSES

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

GENERAL GUARANTY

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

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

MINIMUM WAGES

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

No less than the prevailing wage shall be paid for labor on the work to be done as required by law.

HIRING OF ILLINOIS WORKERS

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

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

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

Sec. 3. Employment of Illinois laborers. Whenever there is a period of excessive unemployment in Illinois, if a person or entity is charged with the duty, either by law or contract, of (1) constructing or building any public works, as defined in this Act, or (2) the clean-up and on-site disposal of hazardous waste for the State of Illinois or any political subdivision of the State, and that clean-up or on-site disposal is funded or financed in whole or in part with State funds or funds administered by the State of Illinois, then that person or entity shall employ at least 90% Illinois laborers on such project. Any public works project financed in whole or in part by federal funds administered by the State of Illinois is covered under the provisions of this Act, to the extent permitted by any applicable federal law or regulation. Every public works contract let by any such person shall contain a provision requiring that such labor be used: Provided, that other laborers may be used when Illinois laborers as defined in this Act are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the contracting officer. (Source: P.A. 96-929, eff. 6-16-10.)

ILLINOIS WORKS JOBS PROGRAM ACT APPRENTICESHIP INITIATIVE

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

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

than \$500,000 or to projects with an estimated total project cost of \$500,000 or more but for which the appropriated capital funds for the project are both less than \$500,000 and less than 50% of the estimated total project costs.

BIDDER QUALIFICATIONS

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

- a. The location and description of the Bidder's permanent place of business.
- b. Evidence of ability to provide an efficient and adequate plan for executing the work.
- c. A list of similar projects carried out by the Bidder.
- d. A list of projects the Bidder presently has under contract.
- e. Any additional evidence tending to show that the Bidder is adequately prepared to fulfill the contract.

BID CERTIFICATION FORM

All bid submittals must include a signed Bid Certification Form (copy included within this document) certifying that Bidder is in compliance with Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961 regarding bid rigging/rotating.

Illinois State Law Article 33E-3 and 33E-4 states that it is unlawful to participate in bid rigging and/or rotating. State law further states that it is unlawful to award a contract to any individual or entity that is delinquent in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting the amount and/or liability through proper procedures. Therefore, all bidders must certify that they are not barred from bidding on the contract as a result of a violation of State Law 33E-3 and 33E-4, prohibiting bid rigging and/or rotation, and that the bidder is not delinquent in the payment of any tax, unless it is contests in accordance with the procedures established by the appropriate revenue act. It is necessary that this be done under oath; therefore, **the form included with bid submittals must be notarized.**

DEVIATIONS

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

INFORMATION MAINTAINED BY THE LEGISLATIVE REFERENCE BUREAU

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

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

Because the statute database is maintained primarily for legislative drafting purposes, statutory changes are sometimes included in the statute database before they take effect. If the source note at the end of a Section of the statutes includes a Public Act that has not yet taken effect, the version of the law that is currently in

effect may have already been removed from the database and you should refer to that Public Act to see the changes made to the current law.

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

Sec. 33E-1. Interference with public contracting

It is the finding of the General Assembly that the cost to the public is increased and the quality of goods, services, and construction paid for by public monies is decreased when contracts for such goods, services, or construction are obtained by any means other than through independent non-collusive submission of bids or offers by individual contractors or suppliers, and the evaluation of those bids or offers by the governmental unit pursuant only to criteria as publicly announced in advance. (Source: P.A. 85-1295.) (720 ILCS 5/33E-1) (from Ch. 38, par. 33E-1).

Sec. 33E-2. Definitions

In this Act:

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

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

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

Sec. 33E-3. Bid-rigging

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

Bid-rigging is a Class 3 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty; or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer, or a high managerial agent on behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code. (Source: P.A. 86-150.) (720 ILCS 5/33E-3) (from Ch. 38, par. 33E-3)

Sec. 33E-4. Bid rotating

A person commits the offense of bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes of this Section, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer, or a high managerial agent on behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code. (Source: P.A. 86-150.) (720 ILCS 5/33E-4) (from Ch. 38, par. 33E-4)

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

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

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

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

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

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

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

Sec. 33E-7. Kickbacks

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

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

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

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

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

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

Sec. 33E-9. Change orders

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

the time of completion by a total of 30 days or more. (Source: P.A. 86-150; 87-618.) (720 ILCS 5/33E-9) (from Ch. 38, par. 33E-9)

Sec. 33E-10. Rules of evidence

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

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

Sec. 33E-11

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

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

Sec. 33E-12

It shall not constitute a violation of any provisions of this Article for any person who is an official of or employed by a unit of State or local government to (1) disclose the name of any person who has submitted a bid in response to or requested plans or specifications regarding an invitation to bid or who has been awarded a public contract to any person or, (2) to convey information concerning acceptable alternatives or substitute to plans or specifications if such information is also made generally available to the public and mailed to any person who has submitted a bid in response to or requested plans or specifications regarding an invitation to bid on a public contract or, (3) to negotiate with the lowest responsible bidder a reduction in only the price term of the bid. (Source: P.A. 86-150.) (720 ILCS 5/33E-12) (from Ch. 38, par. 33E-12)

Sec. 33E-13

Contract negotiations under the Local Government Professional Services Selection Act shall not be subject to the provisions of this Article. (Source: P.A. 87-855.) (720 ILCS 5/33E-13) (from Ch. 38, par. 33E-13)

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

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

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

Sec. 33E-15. False entries

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

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

Sec. 33E-16. Misapplication of funds

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

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

Sec. 33E-17. Unlawful participation

Whoever, being an officer, director, agent, or employee of, or affiliated in any capacity with any unit of local government or school district participates, shares in, or receiving directly or indirectly any money, profit, property, or benefit through any contract with the unit of local government or school district, with the intent to defraud the unit of local government or school district is guilty of a Class 3 felony. (Source: P.A. 90-800, eff. 1-1-99.) (720 ILCS 5/33E-17)

Sec. 33E-18. Unlawful stringing of bids

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

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

Fleet Services Floor Coating/Rehabilitation SCOPE OF WORK

Provide all necessary labor and materials to complete the following work during normal business hours as indicated within this scope and specification. Permit fees will be waived by the Village. The village is tax exempt and will furnish the awarded contractor with the exemption tax letter for the purchase of project materials. **There will be no subcontractors allowed for the project.**

EXECUTION

1. Install all materials according to manufacturer's written instructions.
2. Provide all cut sheets on materials to Owner.
3. Preparation,
 - a. Diamond grind concrete to prep for coating. All grinding shall meet or exceed OSHA and Village standards for concrete dust collection using HEPA filtration. Repair cracks, expansion joints that are exposed after the grinding process. Build up low areas around the lifts so the floor is level with the lift. The floor will then be vacuumed, removing any accumulation of dust and debris.
 - b. Test concrete for persistence of oil or contaminants and apply sealer coat if applicable.
4. Base coat, Apply 100% solids epoxy base coat at a thickness of 10-12mills. Base coat will be tinted gray. Flakes will be broadcasted into wet epoxy.
5. Flake Layer, Full broadcast of ¼ inch polymer flakes. Color choice will be chosen by Village after samples are provided for review. Once cured (12-24 hours) the floor will be sanded and scraped and excess flake will be removed. This process ensures smooth, uniform, and aesthetically pleasing finish.
6. Grout coat, Apply a clear high performance polyaspartic coating at a thickness of 10-12 mills. Added layer of poly will create a smoother more durable finish. Grout coat will cure for (12-16 hours) before applying topcoat.
7. Topcoat, Apply a clear high performance polyaspartic topcoat at a thickness of 12 mills. Aluminum oxide (80 mesh) will be broadcasted into the topcoat for additional slip resistance.
11. Cleaning, Remove and dispose of all debris upon completion of work.
14. Provide Owner with labor and manufacturer's warranty.
15. All payment request to be made to Village when work is completed to the Village's satisfaction and all work passes code inspection. All payment requests must be accompanied by certified payroll.

Fleet Services Floor Coating/Rehabilitation

SPECIAL PROVISIONS

All Inclusive Bid Sums

The bid sums shall include everything specified and/or otherwise required in order to complete the project in its entirety. No claim for additionally required materials and/or labor shall be honored by the Village what-so-ever.

Mandatory Pre-Bid Meeting and Walk-Through

A mandatory pre-bid meeting will be held at the job site located at the Fleet Services, 2405 Pembroke, Hoffman Estates, IL on August 26, 2025 at 10:00 a.m. This will give all contractors an opportunity to see the site conditions and to ask questions in group about specifications and bid requirements. Contact the Village representative, Joe Capiga, at (847) 490-6800 if there are any questions about this meeting.

Bid Security Deposit Requirements

Cashier's/Certified check or Bid Bond in the amount of 10% of proposed cost (required)

Performance Bond Requirements

100% of Total Bid Award (Upon Award of Contract only using the performance bond template included in this document. No AIA bond documents will be accepted.

VILLAGE OF HOFFMAN ESTATES, ILLINOIS TABULATION OF BIDS 2025 Fleet Services Floor Coating/Rehabilitation					
Bid Opening Date: Tuesday, September 9, 2025 Bid Opening Time: 10:30 AM Attended By: Joe Capiga Title: Fleet Services Supervisor		Flawless Epoxy INC. Plainfield, IL		CCI Flooring INC. Crest Hill, IL	
Proposal Guarantee:	Bid Bond or Check	Bid Bond	10%	Bid Bond	10%
Service		Total Bid		Total Bid	
		Bid Total:	\$ 53,000.00	Bid Total:	\$ 84,800.00



VILLAGE OF HOFFMAN ESTATES
Department of Public Works

BID DOCUMENTS

for:

Fleet Services Floor Coating/Rehabilitation

- BID OPENING DATE:** September 9, 2025
- BID OPENING TIME:** 10:30 a.m.
- BID DEPOSIT:** Cashier's/Certified check or Bid Bond in the amount of 10% of proposed cost (required)
- PERFORMANCE BOND:** 100% of total bid award (upon award of contract)
- PRE-BID MEETING:** August 26, 2025, at 10:00am (mandatory)

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

TABLE OF CONTENTS

Introduction Letter	2
Bid Notice	3
Bid Certificate Form	4
Substance Abuse Prevention Certificate	5
Contract	6
Performance Surety Bond Form	7
Proposal Form	13
Reference Form	14
Instructions to Bidders	15
Scope of Work	28
Special Provisions	29



HOFFMAN ESTATES

DEPARTMENT OF PUBLIC WORKS

Prospective Bidder,

The Village of Hoffman Estates is now soliciting bids for the Fleet Services Floor Coating/Rehabilitation at Fleet Services, 2405 Pembroke Ave, Hoffman Estates, IL. On behalf of our residents, I appreciate your interest in participating in the bid process. I call your special attention to the Instructions to Bidders section of the attached bid documents. Please be sure that you read thoroughly and fully understand these instructions prior to the preparation of your bid. Note that instructions call for no deviation from the bid specifications except for those deviations which are listed as such on the vendor's bid detail sheet and which are expressly approved as part of the Village's acceptance of the bid.

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

Please note the following:

- a) A Cashier's/Certified check or Bid Bond in the amount of 10% of proposed cost is required.
- b) A performance bond is required from the successful bidder using the performance bond template in this document. (See special provisions)

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

If you have any questions with regards to these bid documents, please contact Joc Capiga, Fleet Services Supervisor, joe.capiga@vohe.org or 847.490.6800.

Sincerely,

Joseph Nebel
Director of Public Works

**VILLAGE OF HOFFMAN ESTATES
NOTICE TO BID**

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

Fleet Services Floor Coating/Rehabilitation

Sealed bids will be received at the Office of the Village Clerk of the Village of Hoffman Estates (1900 Hassell Road) Cook County, Illinois, until **September 9, 2025, at 10:30 a.m.** All bids will be publicly opened immediately thereafter.

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

Company's Name
Company Address
Name of Bid ("Fleet Services Floor Coating/Rehabilitation")
Date and Time of Bid Opening

Specifications and complete bid documents may be obtained from the Office of the Village Clerk or website. Further information regarding this bid may be obtained by contacting Joe Capiga, Fleet Services Supervisor, joe.capiga@vohe.org or 847.490.6800.

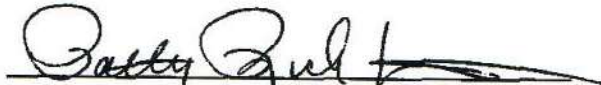
A mandatory pre-bid meeting will be held at the job site located at Fleet Services, 2405 Pembroke Ave, Hoffman Estates, IL on August 26, 2025 at 10:00 a.m.

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

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

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

8/11/2025
DATE


Patty Richter, Village Clerk

TO BE PUBLISHED ON 8/12/2025 PADDOCK PUBLICATIONS
(DATE)

NOTE: THIS FORM MUST BE NOTARIZED

RETURN WITH BID

**VILLAGE OF HOFFMAN ESTATES
BID CERTIFICATE FORM**

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

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

Signed: _____

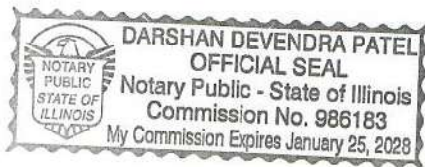
Name/Title: JAMES MORRIS PRESIDENT (please print)

Date: 8.29.25

Attest: Darshan Devendra Patel (Notary Public)

Commission Expiry: 01/25/2028

Date: 08/29/2025



(SEAL)

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

NOTE: THIS FORM MUST BE NOTARIZED

RETURN WITH BID

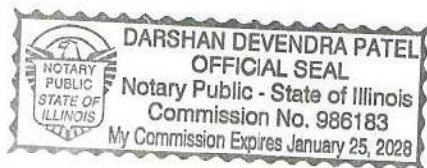
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Date: 8.29.25

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BID CERTIFICATE FORM**

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Attest: Darshan Devendra Patel (Notary Public)

Commission Expiry: 01/25/2028

Date: 08/29/2025



(SEAL)

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

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATE
RETURN WITH BID

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

FLAWLESS EPOXY INC
(Name of Contractor)

PRESIDENT
(Title)

Subscribed and sworn to before me this 29 day of AUG, 2025.

My Commission expires: 01/25/2028

Darshan Devendra Patel
(Notary Public)



(SEAL)

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

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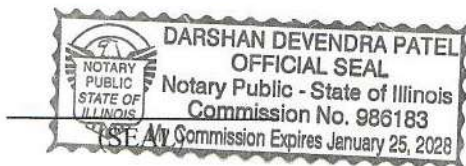
FLAWLESS EPOXY INC
(Name of Contractor)

PRESIDENT
(Title)

Subscribed and sworn to before me this 29 day of Aug, 2025.

My Commission expires: 01/25/2028

Darshan Devendra Patel
(Notary Public)



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

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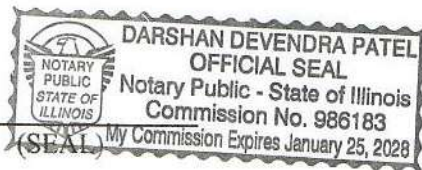
FLAWLESS Epoxy Inc
(Name of Contractor)

PRESIDENT
(Title)

Subscribed and sworn to before me this 29 day of AUG, 2025.

My Commission expires: 01/25/2028

Darshan Devendra Patel
(Notary Public)



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



HOFFMAN ESTATES

DEPARTMENT OF PUBLIC WORKS

CONTRACT

1. THIS AGREEMENT, made and concluded the 29th day of August 2025 (month, year) between the Village of Hoffman Estates, acting by and through its Mayor and Board of Trustees, known as the party of the first part, and FLAWLESS EPOXY INC (name of firm), their executors, administrators, successors, or assigns, known as the party of the second part.
2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Bid/Proposal Documents hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/her own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Village Representative under it.
3. The party of the second part agrees to abide by all OSHA, IDOL, and MUTCD safety requirements and all laws and statutes of the State of Illinois including but not limited to the Prevailing Wage Act (if applicable). Prevailing rates of wages are revised by the Illinois Department of Labor and are available on the Department's official website.
4. And it is also understood and agreed that the Instructions to Bidders, General Conditions, Specifications, Scope of Services, Site Maps, and Contract Proposal hereto attached are essential documents of this contract and are a part hereof.
5. IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

Attest:

 Clerk
 (Seal Below)

The Village of Hoffman Estates

By: _____
 Party of the First Part

(If a corporation)

FLAWLESS EPOXY INC.
 Corporate Name

JAMES MORRIS
 President, Party of the Second Part

(If a Co-Partnership)

 Co-Partner

 Co-Partner

 Doing business under the firm name,
 Party of the Second Part

(If an individual)

 Party of the Second Part

Attest:

Adrian Bahr
 Secretary

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



HOFFMAN ESTATES

DEPARTMENT OF PUBLIC WORKS

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3. The party of the second part agrees to abide by all OSHA, IDOL, and MUTCD safety requirements and all laws and statutes of the State of Illinois including but not limited to the Prevailing Wage Act (if applicable). Prevailing rates of wages are revised by the Illinois Department of Labor and are available on the Department's official website.
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5. IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

Attest:

Clerk
(Seal Below)

The Village of Hoffman Estates

By: _____
Party of the First Part

(If a corporation)

FLAWLESS EPOXY INC
Corporate Name

JAMES MORRIS
President, Party of the Second Part

(If a Co-Partnership)

Attest:

Shawn Bush
Secretary

Co-Partner

Co-Partner

Doing business under the firm name,
Party of the Second Part

(If an individual)

Party of the Second Part

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



HOFFMAN ESTATES

DEPARTMENT OF PUBLIC WORKS

CONTRACT

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2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Bid/Proposal Documents hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Village Representative under it.
3. The party of the second part agrees to abide by all OSHA, IDOL, and MUTCD safety requirements and all laws and statutes of the State of Illinois including but not limited to the Prevailing Wage Act (if applicable). Prevailing rates of wages are revised by the Illinois Department of Labor and are available on the Department's official website.
4. And it is also understood and agreed that the Instructions to Bidders, General Conditions, Specifications, Scope of Services, Site Maps, and Contract Proposal hereto attached are essential documents of this contract and are a part hereof.
5. IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

Attest:

 Clerk
 (Seal Below)

The Village of Hoffman Estates

By: _____
 Party of the First Part

(If a corporation)

FLAWLESS EPOXY INC
 Corporate Name

JAMES MORRIS
 President, Party of the Second Part

(If a Co-Partnership)

Attest:

Adrian Ball
 Secretary

Co-Partner

Co-Partner

 Doing business under the firm name,
 Party of the Second Part

(If an individual)

Party of the Second Part

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

**VILLAGE OF HOFFMAN ESTATES
PERFORMANCE SURETY BOND FORM**

BOND NO. 67591606	DATE BOND EXECUTED: September 9 th 2025
PRINCIPAL: Adrie Baker Flawless Epoxy INC	BOND AMOUNT: (written out & numerically) FIFTY Three Thousand \$ 53,000
CO-PRINCIPAL(S):	CONTRACT DOCUMENTS:
SURETY(IES): Western Surety Company	PROJECT: Fleet Services floor coating

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal(s) and Surety(ies) hereto, recite and declare that:

1. We are held and firmly bound to the obligee Village of Hoffman Estates, Illinois (hereinafter called "Village"), in the sum written above in lawful money of the United States of America, to be paid to the Village, its successors or assigns, for the payment whereof Principal(s), Co-Principals and Surety(ies) bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by this Bond.
2. The condition of this Bond is that if the Principal shall in every respect perform all of its obligations under the Contract Documents identified above, which Contract Documents are incorporated herein by reference, then this Bond shall be void; otherwise, the Bond shall continuously remain in full force and effect until released by the Village. Contract Documents shall also include any contracts, annexation agreements, development agreements, plats, zoning approvals, engineering plans, site plans or other Village documents associated with the Project, including any laws, ordinances or governmental regulations related to the Project.
3. Surety waives all of its surety defenses including, but not limited to, the following:
 - a) It shall be the duty of the Principal to notify the Surety of any revision of the plans, profiles and specifications referred to in the Contract Documents. The Surety expressly waives any right to receive notice from the obligee or to review or approve any revisions to the plans, profiles and specifications referred to in the Contract Documents which are required to meet governmental standards. No such revisions of any kind in the work shall in any way affect the obligation of the Surety under this Bond;
 - b) The addition or reduction in subdivision lots or area to those shown in the original plat of subdivision, site plan or construction plan referred to in the Development Document shall in no way affect the obligation of the Surety under this Bond;
 - c) Any extension of time beyond the period provided for in the Development Document for completion of its obligations under the Agreement shall in no way affect the obligation of the Surety under this Bond;
 - d) The failure or refusal of Village to take any action, proceeding, or steps to enforce any remedy or exercise any right under the Development Document, or that taking of any action, proceeding, or step by Village, acting in good faith upon the belief that same is permitted by the provisions of the Contract Documents, shall not in any way release

Principal or Surety, or either of them, or their respective executors, administrators, successors, or assigns, from liability under this Bond. Surety hereby waives notice of any amendment, indulgence made, granted or permitted;

e) The Principal, Co-Principal and Surety intend that each provision of this Bond be valid and binding upon them and expressly agree to abide thereby;

f) In the event of a default of this Bond, the Village may terminate whatever rights Principal, Co-Principal and/or Surety may have to perform further work on the Project.

g) The requirement of any other entity to perform any obligations contained in the Contract Documents shall in no way affect the obligations of the Surety under this Bond.

Default:

A default shall be deemed to have occurred on the part of the Principal if Principal shall fail to complete its obligations under the Contract Documents within the time set forth therein or any extensions thereof; or, prior to the expiration of such period, if in the sole judgment of the Village, the Principal has:

- 1) abandoned the performance of its obligations under the Contract Documents; or
- 2) renounced or repudiated its obligations under the Contract Documents; or
- 3) clearly demonstrated through insolvency, or otherwise, that its obligations under the Contract Documents cannot be completed within the time allotted under the Contract Documents.

b) If the Principal defaults in the performance of all or any part of the obligations specified in the Contract Documents, the Village shall give written notice of the default to the Surety, with a copy to the Principal and Co-Principal, if any. In the event of such default and notice, Surety shall, within 45 days of receipt of the default notice, give written notice to the Village stating whether Surety will assume the Development Document obligations and the obligations of the Principal, and should it elect to assume said obligations, Surety shall be required to complete the obligations specified in the Contract Documents according to its terms and provisions within 180 days of said notice, but not before expiration of the period provided for under the Contract Documents and approved extensions thereof. In the event that Surety elects to assume the obligations of Principal as provided herein and thereafter fails to faithfully perform all or any part of the work, or should it unnecessarily delay all or any part of the work, then the Village may proceed as provided in Paragraph No. 5 of this Bond.

5. Should Surety following notice of default

notify the Village that Surety elects not to assume the obligations of Principal under the Contract Documents, or fails within 45 days of receipt of the default notice as provided in Paragraph No. 4b) above to notify the Village whether Surety elects to assume the obligations of Principal under the Contract Documents, or having elected to assume the obligations of Principal, should it then fail to perform, then in any event the Village may elect any of the following procedures or any combination thereof:

a) Terminate whatever rights the Principal, Co-Principal and/or Surety may have to perform further work on the Project;

b) Take over or relet all or any part of the work under the Contract Documents which is not completed and complete the same for the account and at the expense of the Principal and Surety, who shall be jointly and severally liable to Village for the costs incurred in completion of the obligations under the Contract Documents and/or correction thereof. Such costs as identified in the Contract Documents shall include, but not be limited to, construction, engineering, surveying, maintenance, donations, impact fees, deterioration, administration, supervision, reasonable attorney's fees, and any costs associated or related to any litigation of the Bond agreement and shall be adjusted for inflation. The amount of Village's actual costs for completion and/or correction of the work required under the Contract Documents shall be conclusive of the extent of the liability of Principal and Surety and may exceed the Bond Amount;

c) Require the Surety to pay the Bond Amount to the Village as liquidated damages.

6. Should Surety, following notice of default notify the Village within 45 days of the receipt of the default notice choose to pay the Village for completion of the obligation under the Contract Documents, the Surety shall have the right to demand that the Village state a sum constituting the estimated costs at that time, of completion and/or correction of the work required under the Contract Documents, such as costs as defined in Paragraph No. 5b). Surety shall then immediately pay over to the Village the sum so stated and be released from any further obligations under this Bond. If funds are paid over under this section and the paid over funds are not sufficient to complete the work, the Village's sole remedy shall be to proceed against the Principal(s) and Co-Principals for any deficiency. If there are any paid over funds not necessary for completion of the work, the Village will return the excess to Surety after completion of the work.

7. If any action or proceeding is initiated in connection with this Bond and any and all obligations arising hereunder the venue thereof shall be in State Court in the County of Cook, State of Illinois, it is further understood and agreed that this contract shall be governed by the laws of the State of Illinois, both as to interpretation and performance.

8. All notices sent to the Principal(s), Co-Principals, and Surety(ies) shall be sent to the address set forth on the signature page unless said Principal(s), Co-Principal(s) and Surety(ies) notify the Village in writing of any change. If the addresses of any of the Principal(s), Co-Principal(s) and Surety(ies) change, the Principal(s), Co-Principal(s) or Surety(ies) shall immediately notify the Village in writing of such change. Failure to notify the Village of any change in address is deemed to be a waiver of any requirement for notice under this Bond to the Principal(s), Co-Principal(s) or Surety(ies). All written notices to the Village required under the Bond shall be sent certified mail to the Village Clerk.

9. If any one or more of the provisions of this Bond are determined to be illegal or unenforceable by a court of competent jurisdiction, all other provisions shall remain effective.

10. No party other than the Village shall have any rights under this Bond as against the Surety.

11. As part of the obligation secured hereby and in addition the Bond Amount specified herein, there shall be included costs, interest and reasonable expenses and fees (including, without limitation, attorneys' fees and costs), incurred by the Village in enforcing this agreement, to be awarded by the court.

12. Nonpayment of the premiums associated with this Bond will not invalidate this Bond nor shall Village be obligated for the payment thereof. Surety agrees to deliver written notice of non-payment under this Bond or other actions to the Village.

13. Surety waives its right to trial by jury.

**VILLAGE OF HOFFMAN ESTATES
PERFORMANCE SURETY BOND FORM**

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and sealed as of the day and year set forth above.

PRINCIPAL

Type of Organization:

S Corp

Legal Name of Organization:

Flawless Epoxy Inc

State of Incorporation:

Illinois

Address:

5815 Lake Pointe Dr
Plainfield, IL 60584

Authorized Signature(s):

By: Adrie Baker
Signature

Adrie Baker Secretary
(Type name and title)

By: [Signature]
Signature

PRESIDENT
(Type name and title)

ACKNOWLEDGMENT OF PRINCIPAL(S)

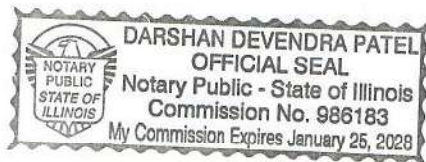
STATE OF ILLINOIS :
COUNTY/CITY OF COOKS and Hoffman Estates :

I, Darshan Patel Notary Public in and for the State and County/City
aforesaid, do hereby certify that James William Morris and Adrie Leroy Baker
whose name is signed to the foregoing bond, this day personally appeared
before me in my State and County/City aforesaid and acknowledged the same.

Given under my hand this 29 day of Aug 25
My commission expires: 01/25/2028

Darshan Devendra Patel
NOTARY PUBLIC

Surety: Western Surety Company
Bond No.: 67591606



CO-PRINCIPAL(S)

Type of Organization: _____

Legal Name of Organization: _____

State of Incorporation: _____

Address: _____

Authorized Signature(s):

By: _____
Signature

By: _____
Signature

(Type name and title)

(Type name and title)

ACKNOWLEDGMENT OF CO-PRINCIPAL(S)

STATE OF _____ :
COUNTY/CITY OF _____ :

I, _____ Notary Public in and for the State and County/City
aforesaid, do hereby certify that _____
whose name is signed to the foregoing bond, this day personally appeared
before me in my State and County/City aforesaid and acknowledged the same.

Given under my hand this _____ day of _____, _____.
My commission expires: _____

NOTARY PUBLIC

Surety: _____
Bond No.: _____

CORPORATE SURETY

Type of Organization: _____

Legal Name and Address: _____

Liability Limit: _____

Address: _____

Authorized Signature(s):

By: _____
Signature

By: _____
Signature

(Type name and title)

(Type name and title)

ACKNOWLEDGMENT OF CORPORATE SURETY(S)

STATE OF _____:
COUNTY/CITY OF _____:

I, _____ Notary Public in and for the State and County/City
aforesaid, do hereby certify that _____
_____ whose name is signed to the foregoing bond, this day personally appeared
before me in my State and County/City aforesaid and acknowledged the same.

Given under my hand this _____ day of _____, _____.
My commission expires: _____

NOTARY PUBLIC

Surety: Western Surety Company
Bond No.: 67591606

**VILLAGE OF HOFFMAN ESTATES
PROPOSAL FORM**

Fleet Services Floor Coating/Rehabilitation

The undersigned, having examined all documents related to this proposal and having become familiar with the extent, nature, and local conditions affecting the cost and performance of the proposed work, hereby proposes to furnish all supervision, labor, equipment, and materials and to perform the work herein described at the proposal prices as included in this document. It is understood that the Village reserves the right to reject any and all proposals (including alternate proposals) and to waive any technicalities.

Name of Bid: Fleet Services Floor Coating

Company Name: Flawless Epoxy INC

Bidder Name (print): Adrie Baker

Title: Secretary

Business Address: 5815 Lake Pointe Dr.
Plainfield, IL 60586

Email Address: adrie.baker@flawlessepox.com

Telephone: 630-750-9805

Signature: Adrie Baker Date: 8/20/2025

- A) All-inclusive proposed sum for Fleet Services Floor Coating/Rehabilitation: \$ 53,000
- B) Length of Warranty for:
- Materials: 3 years
- Labor: 2 year
- C) Approximate number of weeks for start of construction: 2 weeks.
- D) Approximate number of weeks for completion of construction: 2 weeks

NOTE: all proposed work under the terms of this bid must be completed on or before October 30, 2025 unless delayed by supply chain constraints.

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

**VILLAGE OF HOFFMAN ESTATES
PROPOSAL FORM**

Fleet Services Floor Coating/Rehabilitation

The undersigned, having examined all documents related to this proposal and having become familiar with the extent, nature, and local conditions affecting the cost and performance of the proposed work, hereby proposes to furnish all supervision, labor, equipment, and materials and to perform the work herein described at the proposal prices as included in this document. It is understood that the Village reserves the right to reject any and all proposals (including alternate proposals) and to waive any technicalities.

Name of Bid:	<u>Fleet Services Floor Coating</u>
Company Name:	<u>Flawless Epoxy INC</u>
Bidder Name (print):	<u>Adrie Baker</u>
Title:	<u>Secretary</u>
Business Address:	<u>5815 Lake Pointe Dr.</u> <u>Plainfield, IL 60586</u>
Email Address:	<u>adrie.baker@flawlessepox.com</u>
Telephone	<u>630-750-9805</u>
Signature	<u>Adrie Baker</u> Date <u>8/26/2025</u>

- A) All-inclusive proposed sum for Fleet Services Floor Coating/Rehabilitation: \$ 53,000
- B) Length of Warranty for:
- | | |
|------------|----------------|
| Materials: | <u>3 years</u> |
| Labor: | <u>2 year</u> |
- C) Approximate number of weeks for start of construction: 2 weeks.
- D) Approximate number of weeks for completion of construction: 2 weeks

NOTE: all proposed work under the terms of this bid must be completed on or before October 30, 2025 unless delayed by supply chain constraints.

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

**VILLAGE OF HOFFMAN ESTATES
PROPOSAL FORM**

Fleet Services Floor Coating/Rehabilitation

The undersigned, having examined all documents related to this proposal and having become familiar with the extent, nature, and local conditions affecting the cost and performance of the proposed work, hereby proposes to furnish all supervision, labor, equipment, and materials and to perform the work herein described at the proposal prices as included in this document. It is understood that the Village reserves the right to reject any and all proposals (including alternate proposals) and to waive any technicalities.

Name of Bid: Fleet Services Floor Coating

Company Name: Flawless Epoxy INC

Bidder Name (print): Adrie BAKER

Title: Secretary

Business Address: 5815 Lake Pointe Dr.
Plainfield, IL 60586

Email Address: adrie.baker@flawlessepox.com

Telephone: 630-750-9805

Signature: Adrie Baker Date: 8/26/2025

- A) All-inclusive proposed sum for Fleet Services Floor Coating/Rehabilitation: \$ 53,000
- B) Length of Warranty for:
- Materials: 3 years
- Labor: 2 year
- C) Approximate number of weeks for start of construction: 2 weeks.
- D) Approximate number of weeks for completion of construction: 2 weeks

NOTE: all proposed work under the terms of this bid must be completed on or before October 30, 2025 unless delayed by supply chain constraints.

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

Fleet Services Floor Coating/Rehabilitation

REFERENCES

BIDDER NOTE: List five (5) references where like-services have been performed in comparable scope. Like-services would include other municipalities, park districts, county and state agencies, large companies, etc. References are mandatory.

BUSINESS NAME: Home owner
ADDRESS: 8245 Old Ridge Rd
CONTACT PERSON: Craig Ibrahim
PHONE NUMBER: 630-742-0744
APPROXIMATE DATE: 6-27-25

BUSINESS NAME: Black Dog Distillery
ADDRESS: 14812 S Eastern Ave unit 111
CONTACT PERSON: James Kennedy
PHONE NUMBER: 312-213-8129
APPROXIMATE DATE: 3-31-25

BUSINESS NAME: Village of Hoffman Estates
ADDRESS: 2305 Pembroke Ave
CONTACT PERSON: Joe Capiga
PHONE NUMBER: 847-781-2719
APPROXIMATE DATE: 5-16-25 AND 1-16-24

BUSINESS NAME: D & I Electronics INC
ADDRESS: ~~7301~~ 7301 Joyce CT
CONTACT PERSON: Martin Ivec
PHONE NUMBER: 815-342-5111
APPROXIMATE DATE: 1-23-24

BUSINESS NAME: Family Fun Zone
ADDRESS: 2333 Theodore ST
CONTACT PERSON: Darryl or Josh
PHONE NUMBER: 630-802-0012
APPROXIMATE DATE: 1-16-25

VILLAGE OF HOFFMAN ESTATES INSTRUCTIONS TO BIDDERS

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

FORMS

All bids must be submitted on the forms provided, complete and intact, properly signed in ink in the appropriate spaces, and submitted in a sealed envelope. All bids must be delivered to the Village Clerk, 1900 Hassell Road, Hoffman Estates, IL. 60169 prior to the bid opening date and time published on the cover of this bid packet. Bidders should reference the Notice to Bid for instructions on preparing their bid proposal.

ALTERNATE/MULTIPLE BIDS

The specifications contained within this bid packet are not intended to eliminate or exclude any bidder due to minor deviations, alternates, or changes. Bidders that desire to deviate from these specifications in their proposal are permitted to submit alternate/multiple bids. However, alternate bids must be clearly indicated as such with deviations from the applicable specifications clearly noted. The bid must be accompanied by complete specifications for the items offered. Any questions regarding the specifications, drawings, etc. shall be referred to that individual so referenced in the Specifications section. Vendors wishing to submit a secondary bid must do so as an alternate bid. Only one bid will be accepted per envelope.

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

RECEIVING OF BIDS

Bids received prior to the time of opening will be securely kept unopened. The Village Clerk, whose duty it is to open them, will decide when the specified time has arrived. No bid received thereafter will be considered. No responsibility will be assumed by the Village or the Village Clerk for premature or non-opening of bids not properly addressed and identified, except otherwise provided by law.

LATE BIDS

Bids arriving after the specified time, whether sent by mail, courier, or in person, will not be accepted. These bids will either be refused or returned unopened. It is the Bidder's responsibility for timely delivery of bid proposals. Mailed bids which are delivered after the specified time will not be accepted regardless of post marked time on the envelope.

BIDS BY FAX

Bids transmitted by fax will not be accepted, nor will the Village transmit bid documents to prospective bidders by way of fax machine.

ERROR IN BIDS

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

WITHDRAWAL OF BIDS

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

CONSIDERATION OF BIDS

No bid will be accepted from, or contract awarded to, any person, firm, or corporation that is in arrears or default to the Village upon any debt or contract, or that is a defaulter upon any obligation to the Village, or had failed to perform faithfully any previous contract with the Village. If requested, the Bidder shall present, within 48 hours, evidence satisfactory to the Village of performance ability and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and contract documents.

PRICES

Unit prices shall be shown for each unit on which there is a bid and shall include all equipment, fuel charges, packing, crating, freight, and shipping/unloading charges unless otherwise stated in this bid packet. Unit prices shall not include any local, state, or federal taxes. The Village is exempt, by law, from paying State and Village Retailer's Occupation Tax, State Service Occupation Tax, and Federal Excise Tax. The Village will supply the successful bidder with the current tax exempt number.

Cash discounts will not be considered in determining contract price but may be used in the overall evaluation of bids.

AWARD OR REJECTION OF BIDS

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

Bidders shall make all investigations necessary to thoroughly inform themselves regarding the supplies and/or services to be furnished in accordance with this bid. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of the Bidder's failure to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the Village of the compensation to the Bidder. **Any exceptions not taken by the Bidder shall be assumed by the Village to be included.**

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

PAYMENT

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

REQUIREMENTS OF BIDDER

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

COMPLIANCE WITH ALL LAWS

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

CONTRACT ALTERATIONS

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

NOTICES

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

NON-ASSIGNABILITY

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

INDEMNITY

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

EQUAL EMPLOYMENT OPPORTUNITY

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

REQUIRED INSURANCE

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

<u>Type of Insurance</u>	<u>Occurrence</u>	<u>Aggregate</u>
GENERAL LIABILITY		
Bodily Injury	\$1,000,000	\$3,000,000
Property Damage	\$1,000,000	\$3,000,000
Contractual Insurance – Broad Form	\$1,000,000	\$3,000,000

AUTOMOBILE LIABILITY

Bodily Injury	\$1,000,000	\$1,000,000
Property Damage	\$1,000,000	\$1,000,000

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

WORKMEN’S COMPENSATION AND OCCUPATIONAL DISEASES

Statutory for Illinois

Employer’s Liability Coverage	\$1,000,000 per accident
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NOTE: the specifications may require higher limits or additional types of insurance coverages than shown above. The contractor will be required to furnish a certificate proof of insurance coverages.

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

BID PERFORMANCE DEPOSIT

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

ACCEPTANCE

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

DEFAULT

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

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

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

SPECIAL CONDITIONS

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

PERMITS AND LICENSES

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

GENERAL GUARANTY

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

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

MINIMUM WAGES

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

No less than the prevailing wage shall be paid for labor on the work to be done as required by law.

HIRING OF ILLINOIS WORKERS

The Illinois Department of Labor provided notice that due to the high unemployment rate caused by the ongoing COVID-19 pandemic, the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/3, will take effect beginning July 1, 2020. The state law requires the workforce on all public works projects to be comprised of a minimum of 90% Illinois residents.

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

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

Sec. 3. Employment of Illinois laborers. Whenever there is a period of excessive unemployment in Illinois, if a person or entity is charged with the duty, either by law or contract, of (1) constructing or building any public works, as defined in this Act, or (2) the clean-up and on-site disposal of hazardous waste for the State of Illinois or any political subdivision of the State, and that clean-up or on-site disposal is funded or financed in whole or in part with State funds or funds administered by the State of Illinois, then that person or entity shall employ at least 90% Illinois laborers on such project. Any public works project financed in whole or in part by federal funds administered by the State of Illinois is covered under the provisions of this Act, to the extent permitted by any applicable federal law or regulation. Every public works contract let by any such person shall contain a provision requiring that such labor be used: Provided, that other laborers may be used when Illinois laborers as defined in this Act are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the contracting officer. (Source: P.A. 96-929, eff. 6-16-10.)

ILLINOIS WORKS JOBS PROGRAM ACT APPRENTICESHIP INITIATIVE

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

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

than \$500,000 or to projects with an estimated total project cost of \$500,000 or more but for which the appropriated capital funds for the project are both less than \$500,000 and less than 50% of the estimated total project costs.

BIDDER QUALIFICATIONS

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

- a. The location and description of the Bidder's permanent place of business.
- b. Evidence of ability to provide an efficient and adequate plan for executing the work.
- c. A list of similar projects carried out by the Bidder.
- d. A list of projects the Bidder presently has under contract.
- e. Any additional evidence tending to show that the Bidder is adequately prepared to fulfill the contract.

BID CERTIFICATION FORM

All bid submittals must include a signed Bid Certification Form (copy included within this document) certifying that Bidder is in compliance with Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961 regarding bid rigging/rotating.

Illinois State Law Article 33E-3 and 33E-4 states that it is unlawful to participate in bid rigging and/or rotating. State law further states that it is unlawful to award a contract to any individual or entity that is delinquent in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting the amount and/or liability through proper procedures. Therefore, all bidders must certify that they are not barred from bidding on the contract as a result of a violation of State Law 33E-3 and 33E-4, prohibiting bid rigging and/or rotation, and that the bidder is not delinquent in the payment of any tax, unless it is contests in accordance with the procedures established by the appropriate revenue act. It is necessary that this be done under oath; therefore, **the form included with bid submittals must be notarized.**

DEVIATIONS

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

INFORMATION MAINTAINED BY THE LEGISLATIVE REFERENCE BUREAU

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

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

Because the statute database is maintained primarily for legislative drafting purposes, statutory changes are sometimes included in the statute database before they take effect. If the source note at the end of a Section of the statutes includes a Public Act that has not yet taken effect, the version of the law that is currently in

effect may have already been removed from the database and you should refer to that Public Act to see the changes made to the current law.

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

Sec. 33E-1. Interference with public contracting

It is the finding of the General Assembly that the cost to the public is increased and the quality of goods, services, and construction paid for by public monies is decreased when contracts for such goods, services, or construction are obtained by any means other than through independent non-collusive submission of bids or offers by individual contractors or suppliers, and the evaluation of those bids or offers by the governmental unit pursuant only to criteria as publicly announced in advance. (Source: P.A. 85-1295.) (720 ILCS 5/33E-1) (from Ch. 38, par. 33E-1).

Sec. 33E-2. Definitions

In this Act:

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

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

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

Sec. 33E-3. Bid-rigging

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

Bid-rigging is a Class 3 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty; or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer, or a high managerial agent on behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code. (Source: P.A. 86-150.) (720 ILCS 5/33E-3) (from Ch. 38, par. 33E-3)

Sec. 33E-4. Bid rotating

A person commits the offense of bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes of this Section, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer, or a high managerial agent on behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code. (Source: P.A. 86-150.) (720 ILCS 5/33E-4) (from Ch. 38, par. 33E-4)

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

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

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

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

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

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

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

Sec. 33E-7. Kickbacks

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

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

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

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

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

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

Sec. 33E-9. Change orders

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

the time of completion by a total of 30 days or more. (Source: P.A. 86-150; 87-618.) (720 ILCS 5/33E-9) (from Ch. 38, par. 33E-9)

Sec. 33E-10. Rules of evidence

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

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

Sec. 33E-11

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

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

Sec. 33E-12

It shall not constitute a violation of any provisions of this Article for any person who is an official of or employed by a unit of State or local government to (1) disclose the name of any person who has submitted a bid in response to or requested plans or specifications regarding an invitation to bid or who has been awarded a public contract to any person or, (2) to convey information concerning acceptable alternatives or substitute to plans or specifications if such information is also made generally available to the public and mailed to any person who has submitted a bid in response to or requested plans or specifications regarding an invitation to bid on a public contract or, (3) to negotiate with the lowest responsible bidder a reduction in only the price term of the bid. (Source: P.A. 86-150.) (720 ILCS 5/33E-12) (from Ch. 38, par. 33E-12)

Sec. 33E-13

Contract negotiations under the Local Government Professional Services Selection Act shall not be subject to the provisions of this Article. (Source: P.A. 87-855.) (720 ILCS 5/33E-13) (from Ch. 38, par. 33E-13)

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

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

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

Sec. 33E-15. False entries

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

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

Sec. 33E-16. Misapplication of funds

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

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

Sec. 33E-17. Unlawful participation

Whoever, being an officer, director, agent, or employee of, or affiliated in any capacity with any unit of local government or school district participates, shares in, or receiving directly or indirectly any money, profit, property, or benefit through any contract with the unit of local government or school district, with the intent to defraud the unit of local government or school district is guilty of a Class 3 felony. (Source: P.A. 90-800, eff. 1-1-99.) (720 ILCS 5/33E-17)

Sec. 33E-18. Unlawful stringing of bids

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

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

Fleet Services Floor Coating/Rehabilitation
SCOPE OF WORK

Provide all necessary labor and materials to complete the following work during normal business hours as indicated within this scope and specification. Permit fees will be waived by the Village. The village is tax exempt and will furnish the awarded contractor with the exemption tax letter for the purchase of project materials. **There will be no subcontractors allowed for the project.**

EXECUTION

1. Install all materials according to manufacturer's written instructions.
2. Provide all cut sheets on materials to Owner.
3. Preparation,
 - a. Diamond grind concrete to prep for coating. All grinding shall meet or exceed OSHA and Village standards for concrete dust collection using HEPA filtration. Repair cracks, expansion joints that are exposed after the grinding process. Build up low areas around the lifts so the floor is level with the lift. The floor will then be vacuumed, removing any accumulation of dust and debris.
 - b. Test concrete for persistence of oil or contaminants and apply sealer coat if applicable.
4. Base coat, Apply 100% solids epoxy base coat at a thickness of 10-12mills. Base coat will be tinted gray. Flakes will be broadcasted into wet epoxy.
5. Flake Layer, Full broadcast of ¼ inch polymer flakes. Color choice will be chosen by Village after samples are provided for review. Once cured (12-24 hours) the floor will be sanded and scraped and excess flake will be removed. This process ensures smooth, uniform, and aesthetically pleasing finish.
6. Grout coat, Apply a clear high performance polyaspartic coating at a thickness of 10-12 mills. Added layer of poly will create a smoother more durable finish. Grout coat will cure for (12-16 hours) before applying topcoat.
7. Topcoat, Apply a clear high performance polyaspartic topcoat at a thickness of 12 mills. Aluminum oxide (80 mesh) will be broadcasted into the topcoat for additional slip resistance.
11. Cleaning, Remove and dispose of all debris upon completion of work.
14. Provide Owner with labor and manufacturer's warranty.
15. All payment request to be made to Village when work is completed to the Village's satisfaction and all work passes code inspection. All payment requests must be accompanied by certified payroll.

Fleet Services Floor Coating/Rehabilitation

SPECIAL PROVISIONS

All Inclusive Bid Sums

The bid sums shall include everything specified and/or otherwise required in order to complete the project in its entirety. No claim for additionally required materials and/or labor shall be honored by the Village what-so-ever.

Mandatory Pre-Bid Meeting and Walk-Through

A mandatory pre-bid meeting will be held at the job site located at the Fleet Services, 2405 Pembroke, Hoffman Estates, IL on August 26, 2025 at 10:00 a.m. This will give all contractors an opportunity to see the site conditions and to ask questions in group about specifications and bid requirements. Contact the Village representative, Joe Capiga, at (847) 490-6800 if there are any questions about this meeting.

Bid Security Deposit Requirements

Cashier's/Certified check or Bid Bond in the amount of 10% of proposed cost (required)

Performance Bond Requirements

100% of Total Bid Award (Upon Award of Contract only using the performance bond template included in this document. No AIA bond documents will be accepted.

BID BOND
(Percentage)

Bond Number: 67591606

KNOW ALL PERSONS BY THESE PRESENTS, That we Flawless Epoxy Inc of
5815 Lake Pointe Dr, Plainfield, IL 60586, hereinafter
referred to as the Principal, and Western Surety Company,
as Surety, are held and firmly bound unto Village of Hoffman Estates
of 2305 Pembroke Ave, Hoffman Estates, IL 60169,
hereinafter referred to as the Obligee, in the sum of 10.00% of the
Amount Bid (10 %) percent of the greatest
amount bid, for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly
and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for
Fleet Services Floor Coating/Rehabilitation

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be
specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or
contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the
damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this
obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 9th day of September, 2025.

Flawless Epoxy Inc

(Principal)

By _____ (Seal)



Western Surety Company

(Surety)

By _____ (Seal)

Roger M. Sherry
Attorney In Fact



P.O. Box 5077 Sioux Falls SD 57117-5077

1-800-331-6053
Fax 1-605-335-0357
www.cnasurety.com
uwservices@cnasurety.com

DATE: August 18th, 2025

AGENT CODE: 12-20808

ATTENTION: Matt

Number of Pages: 3

RE: Bond 67591606 . Flawless Epoxy Inc

Fleet Services Floor Coating/Rehabilitation
10%

Contract Amount: \$ 53,000
Company Code: 0601

Thank you for placing this business with CNA Surety.

Please execute the requested bond(s) by using the documents sent with this fax/email. Sign the bond(s) and attach a gold colored seal from your Western Surety Company kit to each bond issued.

****Please advise us of the bid results as soon as they are available. Please complete and fax/email us the following:

Contract Price: \$ _____

Contract Date: _____

Next two lowest bidders: \$ _____
\$ _____

Was the principal the low bidder? ☐ Yes ☐ No

Do you need approval for the Performance and Payment bond at this time? ☐ Yes ☐ No

Please check your supply of gold seals periodically to ensure you have an adequate amount. To reorder gold seals, simply visit cnasurety.com and click on the "Order Supplies Here" icon under the Broker/Agent Services section.

****IMPORTANT NOTICE AND REMINDER:** Approval of the requested Bid Bond is NOT an approval of any final or other bonds that may be requested by this principal. Further, the Bid Bond approval is limited to the contract amount approved by the underwriter. If the anticipated bid exceeds this amount, you must contact the underwriter at 800-331-6053 to inquire about specific approval before filing the bid. Failure to receive approval could result in declination of any subsequent performance and payment bond(s) requested. Furthermore, we reserve the right to decline any bond for any reason per the terms of the General Indemnity Agreement, and shall not be liable to the principal or any person or entity for such declination.

Business Services

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 67591606

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Roger M. Sherry

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Flawless Epoxy Inc

Obligee: Village of Hoffman Estates

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 67591606 is not issued on or before midnight of December 8th, 2025, all authority conferred in this Power of Attorney shall expire and terminate.

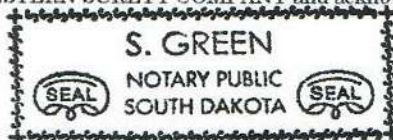
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 9th day of September, 2025.

STATE OF SOUTH DAKOTA
COUNTY OF MINNEHAHA

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

On this 9th day of September, in the year 2025, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires February 12, 2027

S. Green
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 9th day of September, 2025.

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F5306-5-2023



PO Box 5077 Sioux Falls SD 57117-5077

1-800-331-6053
Fax 1-605-335-0357
www.cnasurety.com
uwservices@cnasurety.com

DATE: August 18th, 2025

AGENT CODE: 12-20808

ATTENTION: Matt

Number of Pages: 3

RE: Bond 67591606 . Flawless Epoxy Inc

Fleet Services Floor Coating/Rehabilitation
10%

Contract Amount: \$ 53,000
Company Code: 0601

Thank you for placing this business with CNA Surety.

Please execute the requested bond(s) by using the documents sent with this fax/email. Sign the bond(s) and attach a gold colored seal from your Western Surety Company kit to each bond issued.

****Please advise us of the bid results as soon as they are available. Please complete and fax/email us the following:

Contract Price: \$ _____

Contract Date: _____

Next two lowest bidders: \$ _____
\$ _____

Was the principal the low bidder? ☐ Yes ☐ No

Do you need approval for the Performance and Payment bond at this time? ☐ Yes ☐ No

Please check your supply of gold seals periodically to ensure you have an adequate amount. To reorder gold seals, simply visit cnasurety.com and click on the "Order Supplies Here" icon under the Broker/Agent Services section.

****IMPORTANT NOTICE AND REMINDER:** Approval of the requested Bid Bond is NOT an approval of any final or other bonds that may be requested by this principal. Further, the Bid Bond approval is limited to the contract amount approved by the underwriter. If the anticipated bid exceeds this amount, you must contact the underwriter at 800-331-6053 to inquire about specific approval before filing the bid. Failure to receive approval could result in declination of any subsequent performance and payment bond(s) requested. Furthermore, we reserve the right to decline any bond for any reason per the terms of the General Indemnity Agreement, and shall not be liable to the principal or any person or entity for such declination.

Business Services



PO Box 5077 Sioux Falls SD 57117-5077

1-800-331-6053
Fax 1-605-335-0357
www.cnasurety.com
uwservices@cnasurety.com

DATE: August 18th, 2025

AGENT CODE: 12-20808

ATTENTION: Matt

Number of Pages: 3

RE: Bond 67591606 . Flawless Epoxy Inc

Fleet Services Floor Coating/Rehabilitation
10%

Contract Amount: \$ 53,000
Company Code: 0601

Thank you for placing this business with CNA Surety.

Please execute the requested bond(s) by using the documents sent with this fax/email. Sign the bond(s) and attach a gold colored seal from your Western Surety Company kit to each bond issued.

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Contract Price: \$ _____

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\$ _____

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Do you need approval for the Performance and Payment bond at this time? ☐ Yes ☐ No

Please check your supply of gold seals periodically to ensure you have an adequate amount. To reorder gold seals, simply visit cnasurety.com and click on the "Order Supplies Here" icon under the Broker/Agent Services section.

****IMPORTANT NOTICE AND REMINDER:** Approval of the requested Bid Bond is NOT an approval of any final or other bonds that may be requested by this principal. Further, the Bid Bond approval is limited to the contract amount approved by the underwriter. If the anticipated bid exceeds this amount, you must contact the underwriter at 800-331-6053 to inquire about specific approval before filing the bid. Failure to receive approval could result in declination of any subsequent performance and payment bond(s) requested. Furthermore, we reserve the right to decline any bond for any reason per the terms of the General Indemnity Agreement, and shall not be liable to the principal or any person or entity for such declination.

Business Services

BID BOND
(Percentage)

Bond Number: 67591606

KNOW ALL PERSONS BY THESE PRESENTS, That we Flawless Epoxy Inc

_____ of
5815 Lake Pointe Dr, Plainfield, IL 60586, hereinafter

referred to as the Principal, and Western Surety Company,

as Surety, are held and firmly bound unto Village of Hoffman Estates

of 2305 Pembroke Ave, Hoffman Estates, IL 60169,

hereinafter referred to as the Obligor, in the sum of 10.00% of the
Amount Bid (10 %) percent of the greatest
amount bid, for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly
and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligor on a contract for _____

Fleet Services Floor Coating/Rehabilitation

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be
specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or
contract documents with surety acceptable to Obligor; or if Principal shall fail to do so, pay to Obligor the
damages which Obligor may suffer by reason of such failure not exceeding the penalty of this bond, then this
obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 9th day of September, 2025.

Flawless Epoxy Inc

(Principal)

By _____ (Seal)



Western Surety Company

(Surety)

By _____ (Seal)

Roger M. Sherry
Attorney In Fact

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 67591606

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Roger M. Sherry

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Flawless Epoxy Inc

Obligee: Village of Hoffman Estates

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 67591606 is not issued on or before midnight of December 8th, 2025, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 9th day of September, 2025.

STATE OF SOUTH DAKOTA

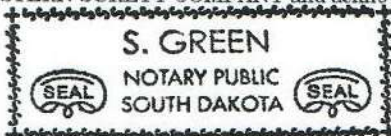
COUNTY OF MINNEHAHA

} ss

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

On this 9th day of September, in the year 2025, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires February 12, 2027

S. Green
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 9th day of September, 2025.

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F5306-5-2023



AGENDA ITEM REPORT
Public Works & Utilities Committee
September 15, 2025
ITEM 4B

REQUEST: Approval of an Intergovernmental Agreement between the Village of Hoffman Estates and the Village of Schaumburg for the joint operation and maintenance of an Emergency Interconnect of water distribution systems.

FROM: Ryan Christensen, Water & Sewer Superintendent
Joseph Nebel, Public Works Director

ITEM TYPE: Action Item - Committee

REQUEST SUMMARY

In 2024, the Village of Hoffman Estates (VOHE) constructed an emergency water interconnect with the Village of Schaumburg (VOS). The interconnect consists of a pipe and two valves that join the two municipal distribution systems, providing a backup water supply in the event of a disruption to the regular delivery from the Northwest Suburban Municipal Joint Action Water Agency (NSMJAWA).

While both VOHE and VOS receive their normal supply through NSMJAWA, VOS also maintains an emergency interconnect with the DuPage Water Commission. Under extreme circumstances, this arrangement could allow DuPage-supplied water to flow through the VOS system into VOHE. Due to the geographic layout of the two systems, the interconnect is most beneficial as a last-resort supply source for the VOHE south pressure zone, while water flow to the VOS distribution system would be more readily available.

Procedures for operation of the interconnect are outlined in the agreement, which establishes standards for operation and maintenance, reduces the risk of confusion or disputes, and defines cost-sharing responsibilities should improvements or expansions be necessary. An updated water model, currently being prepared by an engineering consultant, may include recommendations for enhancements to this interconnect.

The intergovernmental agreement has been prepared and reviewed by staff from both municipalities, and approval is now recommended by each respective Village Board.

FINANCIAL IMPACT

There is no financial impact to the Village at this time. The emergency installation of the interconnect infrastructure has already been completed. Should future improvements become necessary, cost sharing and responsibilities are clearly defined within the agreement.

RECOMMENDATION

Approval of an Intergovernmental Agreement between the Village of Hoffman Estates and the Village of Schaumburg for the joint operation and maintenance of an Emergency Interconnect of water distribution systems.

ATTACHMENTS

1. Schaumburg Interconnect Agreement FULL

**WATER SERVICE
INTERCONNECT AGREEMENT
BETWEEN THE VILLAGE OF HOFFMAN ESTATES
AND THE
VILLAGE OF SCHAUMBURG**

This agreement, entered into this _____ day of _____, 202_, between the Village of Hoffman Estates (“Hoffman Estates”) and Village of Schaumburg (“Schaumburg”), the (hereinafter collectively “Parties” and individually “Party”), provides as follows:

Section 1:	Recitals
Section 2:	Purpose
Section 3:	Definitions
Section 4:	Allocations and Cost Sharing
Section 5:	Cooperation and Facility Ownership
Section 6:	Maintenance/Service
Section 7:	Communication
Section 8:	Billing
Section 9:	Regulatory Compliance
Section 10:	Response Times
Section 11:	Activation of the Interconnect (Water Flow and Water Rates)
Section 12:	Rights of Amendment and Termination
Section 13:	Miscellaneous
Appendix A:	Facility
Appendix B:	Contact List

Section 1: Recitals

- A. The Parties are units of local government of the State of Illinois serving the health, welfare, and safety needs of the residents of the Village of Hoffman Estates and the Village of Schaumburg.
- B. Each of the Parties desires to enter a cooperative effort in the design, construction, equipping, furnishing, ownership, maintenance, and operation of a water service interconnect to serve both communities, including related improvements, which will enable the Parties to provide emergency water supply to each other.
- C. The Illinois Constitution, Article VII “Local Government”, Section 10 “Intergovernmental Cooperation”, states “Units of local government and school districts may contract or otherwise associate among themselves, with the State, with other states and their units of local government, and with the United States to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance. Units of local government may contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance. Participating units of government may use their credit, revenues, and other resources to pay costs and to service debt related to intergovernmental activities.”
- D. The Illinois Compiled Statutes (5 ILCS 220/1 *et seq.*, as amended) titled “Intergovernmental Cooperation Act” includes Section 3 (5 ILCS 220/3) titled “Intergovernmental Cooperation” which states “Any power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State and jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States do not prohibit joint exercise or enjoyment and except where specifically and expressly prohibited by law.”
- E. Each of the Parties has individual statutory power and authority to design, construct, equip, furnish, own, maintain, and operate a water main interconnect and to contract with other persons for that purpose and accordingly the power and authority to do so jointly by virtue of the authorities cited herein.
- F. Each of the Parties, by proper authorization of its governing body, has approved such Party’s entry into this Water Service Interconnect Agreement (“Agreement”).

Section 2: Purpose

The Village of Hoffman Estates and the Village of Schaumburg have a long tradition of providing outstanding services to customers. To continue to provide excellent municipal services, it is essential the cooperative spirit between agencies remains strong. The stakeholders and leaders within the Parties’ communities have an expectation that the Parties work together to find the most economical, efficient, and equitable solutions. This unique opportunity proves an example of both units of local government working together to maximize their investments and offer their employees and customers a functional and professional facility to provide critical water service backups. The purpose of this Agreement is to clarify and define the cooperative efforts toward an emergency water interconnect system as the Parties are publicly responsible to the residents and businesses of Hoffman Estates and Schaumburg.

This Agreement was made in recognition of the fact that there may potentially be cost savings, as well as increased efficiencies and critical backup water service to both governmental bodies by entering into this Agreement. In adopting this Agreement, each Party expresses its intent to recognize its own responsibilities in the operation of this water service interconnect.

Accordingly, the Parties acknowledge that each Village's Department of Public Works is accountable to a different authority, and at times, there may be competing or even conflicting goals. With that in mind, the following guidelines have been developed to maintain a level of professionalism and to provide the infrastructure and Facility with an effective working agreement.

Section 3: Definitions

In consideration of the foregoing preambles (which are incorporated in this Agreement by reference) and the mutual covenants hereinafter contained, the Parties agree as follows:

1. This Agreement hereafter may be referred to and cited as the "Water Service Interconnect Agreement between the Village of Hoffman Estates and the Village of Schaumburg".
2. The Parties acting jointly shall themselves and through contracts with third parties, as appropriate, design, construct, equip, furnish, own, maintain, and operate an Emergency Interconnection Service Pipeline and related improvements (collectively, the "Facility").
3. "Water rate" means the unit cost of water consistent with the wholesale water rates paid by the community providing water. Monthly service fees and sewer rates shall not be included in the calculation of the customer water rate.
4. The term "emergency" means any temporary and unexpected disruption of the designed and established manner of public water supply production and distribution within one's community's water system, including without limitation an act of God, a catastrophe, disruption in normal delivery of source water, and any electrical and mechanical or other system failures. By illustration, examples of an emergency would include a sudden main break or a pump failure or an electrical power failure that prevents the community from being able to adequately convey its water through its water supply distribution system. "Emergency" does not include the inability of the designed production capacity of the community's water system to meet peak water use demands nor leaks in the water supply distribution system due to a general deterioration or failure to maintain a water supply distribution system. Notwithstanding the foregoing: (a) the Parties may agree, from time to time, on a case-by-case basis, whether a particular circumstance constitutes an emergency; and (b) any and all water furnished under this Agreement is deemed to have been used for emergency purposes only. As soon as convenient, the community requesting water through the interconnect shall provide the other community with all pertinent facts involved in the emergency and will, during the period of the emergency, keep the other community fully informed of the situation and the progress of corrective actions.
5. All Parties agree to comply with all applicable laws regulating public contracts.

Section 4: Allocations and Cost Sharing

The allocation of cost for and the provisions for acquiring service regarding all improvements and/or repairs to equipment, facilities, supplies, accessories, or infrastructure are as follows:

All shared cost items must be reviewed and mutually approved by both parties before any design work begins or any work commences.

Areas identified as dedicated equipment will be improved, repaired, and maintained at 100% cost to the Party identified as maintaining said equipment.

The cost for additions, repairs, improvements, other work to or on the Facility, and for the purpose of water transfer that is not identified as dedicated equipment shall be paid for by the Village of Hoffman Estates with reimbursement from Schaumburg of fifty percent (50%) of the total invoiced cost.

For the purposes connected with the Facility, Hoffman Estates is hereby designated as the "Fiscal Agent". In that capacity, subject to the terms and conditions provided in this Agreement, Hoffman Estates shall pay for the cost of designing, constructing, equipping, furnishing, maintaining, and operating the Facility for which it shall receive contributions or reimbursement from Schaumburg in accordance with the following cost-sharing percentages or breakdowns:

- A. For the cost of architect and engineer services in the design, construction, and equipping the Facility, the Parties will contribute as follows:

Hoffman Estates	50%
Schaumburg	50%

- B. For the cost of Facility equipment and infrastructure, the Parties will contribute as follows:

1. Equipment and infrastructure located in and solely serving Hoffman Estates' use exclusively:

Hoffman Estates	100%
Schaumburg	0%

2. Equipment and infrastructure located in and solely serving Schaumburg's use exclusively:

Hoffman Estates	0%
Schaumburg	100%

3. Equipment and infrastructure located in and/or serving shared use by both parties:

Hoffman Estates	50%
Schaumburg	50%

Section 5: Cooperation and Facility Ownership

- A. Ownership of the eight-inch water main depicted between STA 1+65L and STA 1+64R on "Exhibit A" shall be the Village of Hoffman Estates.
- B. The Parties agree to work in good faith to mutually resolve any disputes occurring or arising out of the performance of this Agreement. The Parties agree to do all things reasonably necessary or appropriate to carry out the terms, provisions and objectives of this Agreement. It is the intent of the Parties, as reflected by the terms of this Agreement, to ensure compliance and fulfillment with the terms and provisions of this Agreement as may be necessary to give effect to the objectives of this Agreement. Should problems between the Parties occurring or arising out of the performance of this Agreement be unable to be resolved in a mutually agreeable way, the Parties agree that claims against the other relating to the performance of this Agreement may be brought in a civil action. The laws of the State of Illinois shall govern all questions and interpretations concerning the validity, construction

and enforcement of this Agreement, and the legal relations between the Parties and performance under it. The Parties agree that, for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois, or the United States District Court, Northern District of Illinois (Chicago), and the Parties consent to the *in personam* jurisdiction of said Courts for any such action or proceeding.

- C. For all purposes relating to this Agreement, the Village Manager of each Party or its designee shall be the designated representative of Hoffman Estates and Schaumburg, respectively.
- D. Should either Party desire to add or otherwise further improve the Facility beyond the scope or the original construction, the cost responsibilities and all other factors shall be determined in accordance with the terms of the Agreement and by whether the addition or improvement is for exclusive use or common. All such additions and/or improvements shall be made with the mutual consent and approval of both Parties in writing. If the addition or improvement is for the exclusive use of one Party, then the cost of the addition or improvement shall be the sole responsibility of the Party desiring the addition or improvement. If the addition or improvement is for the common use of both Parties, then the cost of the addition or improvement shall be the joint responsibility of both Parties. All such improvements, whether for exclusive or common use, shall be subject to the terms and conditions of this Agreement upon completion of such additions or improvements.
- E. Nothing in this Agreement or otherwise shall limit or shall be construed to limit the Parties' right to mutually change, modify, amend, or terminate this Agreement. This Agreement shall be in full force and effect and binding equally upon both Parties until such time as it is changed, modified, amended, or terminated by mutual consent and Agreement in writing and signed by both of the herein defined Parties' authorized representatives.

Section 6: Maintenance/Service

All general in-house maintenance on-site at the Facility within the Village of Hoffman Estates will be performed by Hoffman Estates, and all general in-house maintenance on-site at the Facility within the Village of Schaumburg will be performed by Schaumburg, with both exercising a minimum service level to keep the Facility and its equipment in service. All maintenance and service will comply with all local, state, and federal safety guidelines. Maintenance costs shall be subject to Section 4 above.

Section 7: Communication

Both Parties will designate representatives to meet at least twice annually to review the Agreement, budgetary items that impact both Parties, and/or any items either Party has a need to discuss with the opposite Party. The meetings shall be in April and October of each year.

This section shall not limit the ability of either Party to call a meeting for any reason at any point during the calendar year.

Section 8: Billing

This section does not waive either Party's duty to send, receive, or pay bills or invoices if timely invoices or billing are not available each month. A missed invoice or bill by either Party does not excuse the other Party from reimbursing said Party.

Section 9: Regulatory Compliance

Both Parties agree to abide by all federal, state, and local statutes, regulations, and ordinances.

Section 10: Response Times

If the need arises to flow water to either community in a time of emergency need, a call-out list will be furnished, listing the names and contact numbers during normal work hours and after hours of normal operation. As personnel changes, an updated list should be provided to each Party's Public Works Director.

At any time during routine scheduled inspections or others, if a problem is noted that needs attention, a repair request will be dated and forwarded to both Parties. If the repair is considered an emergency, the site will be monitored by whoever came upon the situation until a qualified individual responsible for the repair arrives. All Parties shall keep open communication of the process during and after the repair has been completed. Repairs will be made in a timely manner unless parts and materials are not readily available. At that time, a mutually agreed upon direction will be made between the Parties. If a mutually agreed upon time frame is not able to be reached, Hoffman Estates, as Fiscal Agent, shall proceed to rectify the issue and proceed with the administration and processing of all related billing or invoices per this Agreement.

All emergencies shall be responded to by Hoffman Estates and Schaumburg within a two-hour time frame, or less, from the time of notification. All matters related to this Facility and its operational impacts will hold the utmost urgency in Hoffman Estates and Schaumburg response times.

Section 11: Activation of the Interconnect (Water Flow and Water Rates)

Below is the protocol/procedure if and when the interconnect is requested to be activated:

- A. A callout to the other community representative requesting to activate the interconnect water source.
- B. Receive appropriate approvals from both communities prior to the activation of the interconnect water system.
- C. Upon approval, both community representatives shall be on-site to activate the interconnect water system.
- D. . Water billing will be based on time of interconnect activation and established flow rates. Flow rates to be mutually agreed upon during time of use and based on theoretical hydraulic flow rates established through water modeling. If future improvements are completed and a water meter installed, billing will be based on the reading of that meter. The community in receipt of the activation request shall take an opening read of the meter associated with the interconnection system. Prior to the operation of the interconnect, the requesting community shall be notified of the reading and offered the opportunity to verify the reading by accompanying personnel from the community providing the emergency water for another reading, to take place within two (2) hours of such a request for verification. Upon receipt of a written request from the requesting community to end operation of the interconnect system, the community providing emergency water shall end emergency interconnect operation and take a closing reading of the meter

associated with interconnection system. The community receiving emergency water shall be notified of the closing read within twenty four (24) hours of it being taken and shall be offered the opportunity to verify the reading by accompanying personnel from the community providing the water for another reading to take place within twenty four (24) hours of such request for verification.

- E. Both communities shall maintain continuous communications and monitoring of the interconnect water flow during the activation period.
- F. If any unusual circumstances arise during the interconnect water flow period, either Party may exercise its right to cease the interconnect water flow. This request shall be communicated to the other Party prior to taking any action. If the other Party is not responsive, the requesting Party will take appropriate action as deemed necessary.
- G. Water rates will be consistent with the wholesale water rates paid by the community providing water. Water usage shall be billed according to the system water meter or estimated water supplied and mutually agreed upon.
- H. Upon activation of the interconnect, the Party providing the water will execute any water bills as a result of the activation of the interconnect system. The Party providing water shall present the invoice for said work to the other within thirty days of concluding the activation. Payment shall be made within 30 days of invoice receipt and approval, unless otherwise agreed upon. This section does not waive either Party's duty to send, receive, or pay bills or invoices if timely invoices or billing are not available each month. A missed invoice or bill by either Party does not excuse the other Party from reimbursing said Party.

Section 12: Rights of Amendment and Termination

Nothing in this Agreement or otherwise shall or shall be construed to limit each Party's rights to mutually change, modify, amend, or terminate this Agreement. This Agreement shall be in full force and effect and binding equally upon both Parties for a period of at least 20 years or until such time as it is changed, modified, amended, or terminated by mutual consent and agreement in writing and signed by each Party's authorized representative, whichever is later.

In witness whereof, the Parties hereto have caused this Agreement to be executed by their respective authorized representatives pursuant to Resolutions duly and properly adopted by the governing bodies of the respective Parties hereto.

Section 13: Miscellaneous

To the fullest extent permitted by law, the Parties shall indemnify, protect, defend and hold harmless each other and its and their past and present appointed and elected officials, commissioners, presidents/mayors and trustees, directors, agents, officers, representatives, attorneys, engineers, contractors, volunteers, successors or predecessors, and each Party's respective interest in any property, from and against any and all claims, obligations, liens, encumbrances, demands, liabilities, penalties, causes of action, and costs and expenses of any kind, including, without limitation, orders, damages, judgments, fines, forfeitures, amounts paid in settlement, and attorneys' fees and litigation costs relating to, arising out of or alleged to have occurred in whole or in part in connection with this Agreement or the Interconnection or sought by or brought by persons or other third parties against

either Party or both Parties relative to any matters covered by or arising out of this Agreement, except for any claims, obligations, liens, encumbrances, demands, liabilities, penalties, causes of action, and costs and expenses of any kind that arise solely from the negligent or willful acts or omissions of one Party.

The Parties to this Agreement shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement, including the following:

A. **Certification.** Each Party and its officers, corporate authorities, employees and agents certify that they are not barred from entering into this Agreement as a result of a violation of 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq. Each Party and its officers, corporate authorities, employees and agents further certify, by signing this Agreement, that the Party and its officers, corporate authorities, employees and agents have not been convicted of or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has either of the Parties and their officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee of the Parties been so convicted nor made such an admission.

B. **Non-Discrimination.** Each Party and its officers, corporate authorities, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. Each Party maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). Each Party certifies that it is an "Equal Opportunity Employer" as defined by Federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Admin. Code, 750.10). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. Each Party certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations (44 Ill. Admin. Code 750.10).

C. **Illinois Freedom of Information Act.** The definition of a public record in the Freedom of Information Act (5 ILCS 140/1 et seq.) ("FOIA") includes a "public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body and that directly relates to the governmental function and is not otherwise exempt under this Act." (5 ILCS 140/7(2)). Consequently, each Party must maintain and make available to the other Party, upon request, their public records

relating to the performance of this Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 et seq.) and FOIA.

Nothing in this Agreement is intended or shall be construed as establishing a relationship of agency, partnership or joint venture between the Parties hereto. Each Party hereto shall retain the sole right to control its own employees.

Neither Party shall be liable for damages for any delay or default in performing its respective obligations under this Agreement, if the delay or default is caused by conditions beyond its control. Such conditions include, but are not limited to, acts of God, government restrictions, strikes, fires, floods or work stoppages, or acts or failures to act of third parties, excluding acts or failures to act by the Parties or their respective employees, contractors or agents. So long as any such delay or default continues, the Party affected by the conditions shall keep the other Party at all times fully informed concerning the matters causing the delay or default and the prospects of their ending.

This Agreement may be executed in any number of counterparts, with each counterpart deemed to be an original. This Agreement shall be effective on the date that the last signatory executes this Agreement.

Village of Hoffman Estates

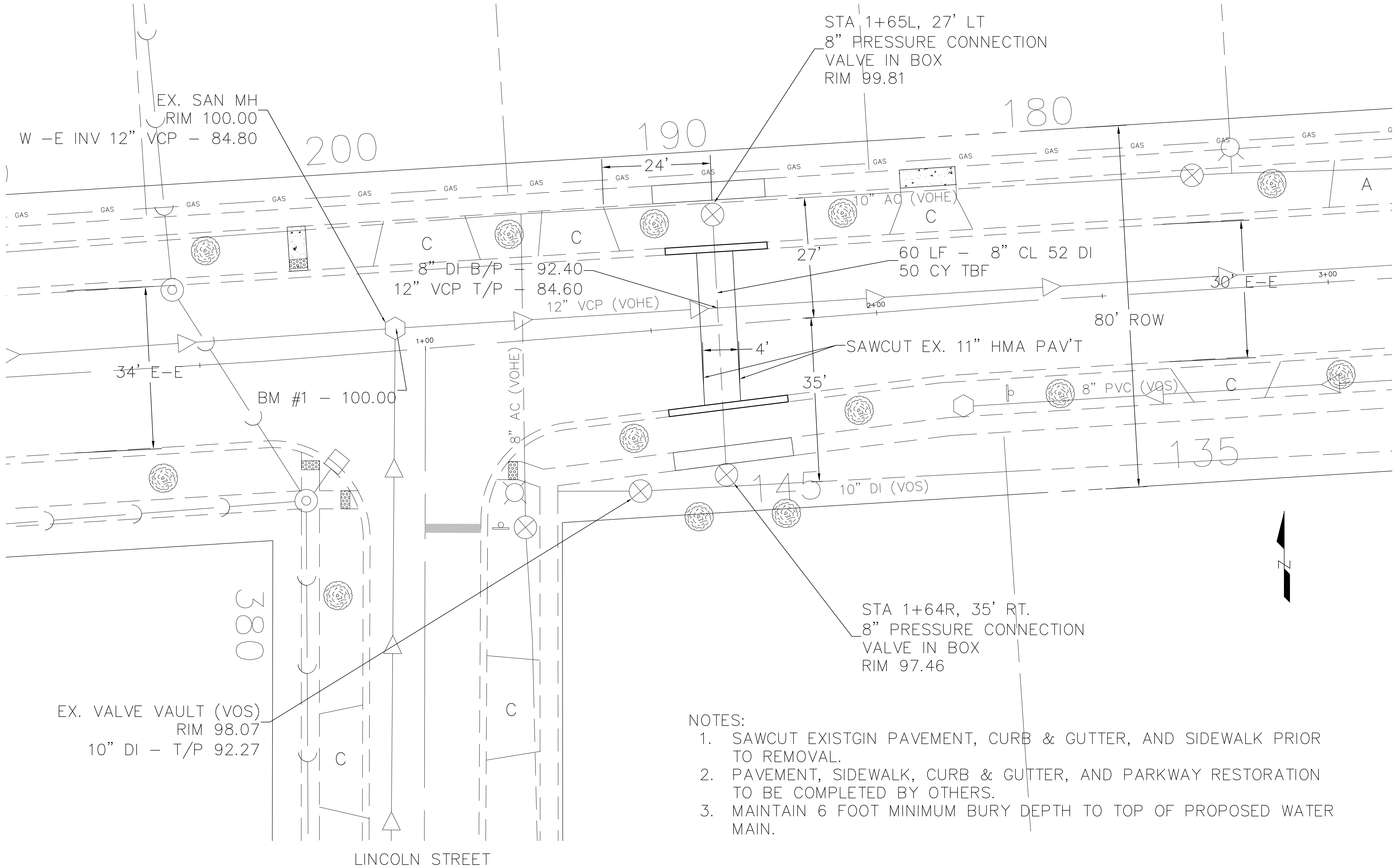
Village of Schaumburg

William D. McLeod, Village President

Tom Daily, Village President

PLAN	SURVEYED	DATE	BY
NOTE BOOK	ALIGNED		
NO.	CHECKED		
	DATE		
	NAME		

PROFILE	SURVEYED	DATE	BY
NOTE BOOK	GRADES		
NO.	CHECKED		
	DATE		
	STRUCTURE		
	NOTATION		
	CHKD		



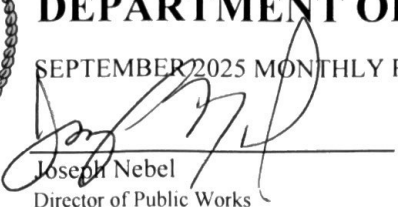
- NOTES:
1. SAWCUT EXISTGIN PAVEMENT, CURB & GUTTER, AND SIDEWALK PRIOR TO REMOVAL.
 2. PAVEMENT, SIDEWALK, CURB & GUTTER, AND PARKWAY RESTORATION TO BE COMPLETED BY OTHERS.
 3. MAINTAIN 6 FOOT MINIMUM BURY DEPTH TO TOP OF PROPOSED WATER MAIN.

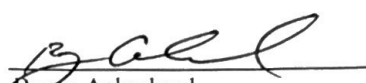
FILE NAME =	DESIGNED - AJW	REVISED -	VILLAGE OF	Schaumburg Water Interconnect	F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
Schaumburg Water Interconnect	DRAWN - AJW	REVISED -	HOFFMAN ESTATES	Thacker Street			Cook		
- Thacker.dwg	CHECKED -	REVISED -	1900 Hassell Road, Hoffman Estates, IL 60169	SCALE: 1" = 10'	SHEET NO. 1 OF 2 SHEETS	STA. X+XX TO STA X+XX			
	DATE - 12-20-23	REVISED -	Phone Number: 847 252-5800				ILLINOIS	FED. AID PROJECT	



VILLAGE OF HOFFMAN ESTATES DEPARTMENT OF PUBLIC WORKS

SEPTEMBER 2025 MONTHLY REPORT


Joseph Nebel
Director of Public Works


Bryan Ackerlund
Assistant Director of Public Works

MAJOR PROJECT UPDATES:

Pfizer Lift Station Improvements

Summary: Martam Construction was awarded the contract for the replacement of Pfizer Lift Station. The scope of work will include demolition and abandonment of the existing station, construction of a new submersible-style station, above-grade electrical and controls, and installation of a new upstream manhole.

Status Update: This project is in substantial completion and remaining punchlist items are being completed.

Water Model Update

Summary: Strand and Associates was awarded the contract for a Village wide water model update through a competitive RFP process. This update will assess the water distribution system and provide capital planning as it relates to replacement of existing facilities, improvements in the distribution system, and review current and potential interconnection possibilities.

Status Update: The consultant has started the project and is currently taking the existing Village water model and upgrading into a new program. Hydrant flow testing will be utilized to calibrate the model in the coming month.

Public Works Events

Public Works coordinated the annual recycling extravaganza, collecting electronics, paint, medication, textiles, paper for shredding, and more, for over 650 vehicles.

The 2025 Public Works Citizens Academy has concluded, with graduation date to be determined.

Public Works staff attended the American Public Works Association (APWA) national expo (PWX) at McCormick Place in Chicago. This event, which is hosted at a different location throughout the country each year, offers staff exposure to products, services, and networking opportunities on a larger scale than most other similar events.

CUSTOMER SERVICE - Supervisor: Casey Wintz**Fast Action Service Team (FAST)**

Customer Service Requests												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
130	94	115	172	197	179	124	136					1,147

Customer Service

Water Billing Customer Service Appointments												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
26	26	24	31	33	30	26	31					227

Finance-Generated Water Meter Readings												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
144	100	66	75	78	85	95	96					739

Delinquent Water Accounts												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
88	91	121	127	92	95	113	118					845

Water Meter Repair/Replace Service Requests												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
7	5	7	9	12	8	8	13					69

MIU Installations/Replacements												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
5	5	6	8	9	2	3	3					41

B-box Repairs												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
4	2	9	6	4	3	5	5					38

Utility Locates

JULIE Locates												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
319	261	502	971	738	764	643	636					4,834

Emergency Locates												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
42	32	42	70	55	40	53	60					394

Utility Joint Meets												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
7	5	11	18	12	9	7						69

FACILITIES - Superintendent: William Lynch

- 1 Began substantial repair project on men's and women's restrooms at Village Hall.

Preventative Maintenance Program Labor Hours												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
228	182	191	177	181	218	246	246					1,669

FLEET SERVICES - Supervisor: Joe Capiga

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

Total Preventative Maintenance Repairs												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
44	18	33	37	38	25	34	34					263

Vehicles Sent for Warranty Repairs												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
3	1	1	1	9	4	5	0					24

FORESTRY - Supervisor: Nick Lackowski

- 1 Conducted ongoing evaluations of the Silver Maple and Siberian population.
- 2 Continued coordination of Silver Maple removals.
- 3 Conducted special brush pick up program following August storm event.

Customer Service Requests												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
5	1	19	49	67	84	72	94					391

MAINTENANCE AND CONSTRUCTION - Supervisor: Tyler Wintz

B-box Repairs/Replacements												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
0	3	7	4	5	2	5	5					31

Hydrant Replacements												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
0	0	3	2	1	3	2	1					12

Valve Repairs/Replacements												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1	4	6	5	8	6	4	5					39

Water Main/Service Line Leak Repairs												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
9	4	5	5	5	4	2	10					44

TRAFFIC OPERATIONS - Supervisor: John Kovaka**Pavement Maintenance**

- 1 Continued oversight of the annual contract pavement marking program.
- 2 Continued with in-house pavement marking program.
- 3 Assisted Storm Sewer team with inlet repairs.

Tons of Hot Asphalt Installed												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
0	0	0	37	42	26	21	34					161

Tons of Cold Asphalt Installed												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
3	2	7	1	1	0	0	0					13

Sign Shop

- 1 Continued Type I/Routine Maintenance sign replacements.
- 2 Continued sign clearance trimming.

Sign Repairs/Replacements												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
0	12	4	4	7	5	4	9					45

Signs Fabricated and Installed												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
767	34	151	339	322	200	96	58					1,967

Street Lights

- 1 Converted PD parking lot lights from incandescent to LED.
- 2 Repaired a cable hit on Gannon at new Belle Tire site.
- 3 Oversaw contracted street sweeping for a complete Summer cycle.

Customer Service Requests												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
8	5	7	7	10	6	13	12					68

Street Lights Repaired												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
15	8	7	14	1	5	1	1					52

Storm Sewers

- 1 Concrete site restorations at various locations.
- 2 Performed routine lake checks.
- 3 Cleared debris from Aspen dead end.

Feet of Storm Sewers Flushed												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
0	3,117	0	0	0	0	50	0					3,167

Storm Structures Rebuilt/Repaired												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
0	2	2	2	4	0	0	2					12

WATER OPERATIONS - Supervisor: Jeremy Jahnke

Operations Team

- 1 Continued oversight of Pfizer Lift Station reconstruction including punchlist items.
- 2 Continued coordinating lead and copper sampling among selected homes.
- 3 Performed lift station telemetry testing and cleaning at multiple locations.

Resident-Requested Water Quality Tests												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2	1	3	2	1	0	2	3					14

Sanitary Sewer Flow Management

- 1 Applied microbe treatments at various lift stations to break down fats, oils, and grease.
- 2 Continued preventative sanitary flushing in Parcel B.
- 3 Continued road program sanitary sewer inspections.
- 4 Completed root cutting and flushing in the High Point area.

Sewer Lines Flushed (feet)												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
8,400	11,100	21,400	26,500	17,600	15,450	18,300	14,350					133,100

Sewer Mains CCTV Inspected (feet)												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
630	400	230	400	360	250	0	270					2,540

ACTIVE RIGHT-OF-WAY PERMITS

Location	Company/Contractor	Description of Work	Est. Start Date	Status
1800 Lakewood Boulevard	ComEd	Installation of new electric utility for Bellworks subdivision.	5/24/2025	Plans Approved with Conditions
2750 Greenspoint Parkway	Comcast/American Cable and Telephone	720 linear feet of underground CATV fiberoptic cable placement	6/2/2025	Plans Approved with Conditions
953 Buttercreek / 317 Grissom Court	ComEd	Underground cable install using directional boring	7/14/2025	Permit Denied, awaiting resubmittal
1950 Hassell Road	ComEd	Kensington Fields new business design for ComEd	7/28/2025	Plans Approved with Conditions
1555 Barrington Road	Comcast/Directional Construction	Underground cable install using directional boring	6/9/2025	Plans Approved with Conditions
5560 Airdrie Court	Nicor	Install new gas service line	6/9/2025	Plans Approved with Conditions
225 Flagstaff Lane	Nicor	Install new gas service line	7/21/2025	Plans Approved
1655 Airdrie Lane	Nicor	Gas service to new home.	4/15/2025	Pending
3587 Elsie Lane to 3597 Harold Court	Comcast/Austen Construction	Installation of coaxial cable - directional boring	5/1/2025	In Progress
1800 Lakewood Boulevard	ComEd	New electric utility install for Bellworks.	5/24/2025	In Review
750 North Salem Drive	ComEd	Service upgrades.	5/28/2025	Pending
Beverly Road b/n Trillium and I-90	ComEd	Soil boring along Beverly Road in various locations.	12.2.2024	In Progress
Beverly Road b/n Trillium and I-90	ComEd	Test holes for Compass development.	2.3.2025	In Progress
Beverly Road - Beacon Point to I-90	MCI/Western Utility	Move handholes and lower fiber for Village bike path project.	3.1.2024	In Progress
Red Roof Inn/Pembroke	ComEd	Directional boring for vehicle charging stations.	TBD	In Review
1910 Dogwood Drive	Comcast/Directional Construction	Failed line replacement.	TBD	Pending



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

SUBMITTED TO: PUBLIC WORKS & UTILITIES COMMITTEE

BY: Alan Wenderski, P.E. Director of Engineering

September 2025

VILLAGE PROJECT UPDATES

2025 Street Revitalization

Contract 1: Project substantially complete. Punch list inspections ongoing.

Contract 2: Sanitary sewer improvements underway on Newark Lane. See attached project update for full project status.

2025 Preventative Maintenance Project

Contract awarded to Patriot Pavement Maintenance in the amount of \$122,379. Awaiting scheduling of preconstruction meeting.

2026 Street Revitalization

Preliminary design work ongoing.

925 Grand Canyon Parkway Basin

Living Waters Consultants is contracted to complete conceptual design and evaluate alternatives to address shoreline erosion concerns at this location. Concept plan has been completed and reviewed by staff. Grant application for IEPA Section 319 funding submitted on May 1, 2024. Staff reviewing proposal for design engineering.

Barrington Square Town Center Sanitary Sewer

All segments complete. Staff reviewing post lining televising.

Bridge Inspections

Agreement with Czaplicki Lopez for 2025/2026 NBIS Program Manager approved.

Gannon Drive (2026) (Golf Road – Higgins Road)

Draft Project Development Report (PDR) submitted to IDOT for review. TranSystems contracted for Phase I engineering services.

Phase II pre-final plans submitted to IDOT and for staff review the week of July 28. Project scheduled for IDOT letting in January 2026. TranSystems contracted for Phase II engineering services.

A Request for Qualifications (RFQ) for construction engineering services has been released.

Hassell Road STP Resurfacing (2025) (Fairway Court – Rosedale Lane)

Project substantially complete. Punch list items ongoing. Civiltech contracted for construction engineering services.

Huntington Boulevard Water Main Replacement (South of Lakewood Boulevard – Mundhank Road)

Water main installation complete and in service. Final restoration complete. Additional punch list work ongoing. HR Green contracted for construction engineering services.

Jones Road STP Resurfacing (2026) (Highland Boulevard – IL 72)

Phase II kick-off meeting with IDOT was held on March 18. Phase II pre-final plans submitted to IDOT and for staff review the week of September 8. Project scheduled for IDOT letting in February 2026. Chastain & Associates contracted for design engineering.

Nogales Storm Sewer Replacement

Alternative analysis complete. Design ongoing to target 2026 construction. Baxter & Woodman contracted for Design engineering services.

NOW Arena Loading Dock Retaining Wall

Work substantially complete. Awaiting delivery of fence.

Village Hall Parking Lot Improvements

Switch to Phase 2 construction staging the week of September 8. Project completion scheduled for mid-November. Gonzalez Companies contracted for construction engineering.

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

Project complete. Public acceptance documents provided to the developer.

Belle Tire – 1165 W Higgins Road

Site and building work ongoing.

Compass – 3333 Beverly Road

Demolition, mass grading, and site utility work ongoing.

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

Site work for Substation complete. Construction of underground electric between 2480 Pembroke substation and Microsoft substation complete. CHI06 site work ongoing.

RESIDENTIAL PROJECT UPDATES**Bell Works Townhomes – SW Corner of Lakewood Boulevard & Huntington Boulevard**

Phase 1 utility work substantially complete. Roadway improvements ongoing.

Kensington Fields – Kensington Lane & Hassell Road

Site utility improvements and roadways substantially complete. Building work ongoing.

Seasons – SE Corner of IL 72 & Moon Lake Boulevard

Final inspections of public utility items complete. Public acceptance documents provided to the developer.

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

Construction of multiple lots ongoing. Final inspections for public infrastructure complete. Preliminary Punch List has been provided to developer.

MISCELLANEOUS UPDATES

General

Staff completing draft revisions to Development Requirements and Standards Manual.

Stormwater

FEMA issued final flood hazard determination for Spring Creek and Poplar Creek watershed updates on July 23, 2025. The updated Flood Insurance Rate Maps (FIRM) will be effective on January 23, 2026.

Rebuild Illinois Capital Plan Funds

The Village has received notification that six grants have been released. To receive funds, grant applications must first be submitted. Once the grant application has been received and reviewed the state will provide a Grant Agreement for execution. Each grant requires completion of the corresponding project within a 2-year term starting on the date of state bond release of the funding. See below for the status of the four active grants.

Project	Grant Funding	Status	Term
Batavia Ln Infrastructure Improvements	\$250,000	Final reimbursement received	12/1/23 – 11/30/25
Huntington Blvd Water Main	\$1,000,000	Final reimbursement received	7/1/23 – 6/30/25
Storm Sewer Improvements	\$300,000	Final reimbursement received	7/1/23 – 6/30/25
Flagstaff Lane Infrastructure Improvements	\$300,000	NOSA Issued	TBD
2023 Stormwater Improvements	\$250,000	Grant application submitted by staff	TBD
Village Green Improvements	\$250,000	Grant application submitted by staff	TBD

Meetings and Training Attended

- DS Safety Committee (August 20) – Alan Wenderski, Andy LoBosco
- UKG Working Group (Various) – Marquelle Cnota
- Regional Ada Coordinators Group September Meeting (September 9) – Jacob Cuthbert, Melanie Carollo
- IL 58/Barrington Rd (IDOT) Preconstruction Meeting (September 12) – Sonia Zala

Engineering Site Plan Reviews

- 635 Lakeview Lane
- 125 W Higgins Road

Floodplain Inquiries

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
2024	0	0	0	0	0	0	2	0	0	1	0	0	3
2025	0	1	1	1	0	0	0	0	0				3

Freedom of Information Requests

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
2024	1	1	1	2	0	1	2	0	1	6	0	2	17
2025	2	1	2	0	1	3	0	0	0				9

Permit Inspections

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
2024	22	8	13	45	67	57	68	77	83	81	64	19	604
2025	36	104	66	58	95	83	109	87	25				663

Permit Reviews

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
2024	13	10	31	63	39	34	42	37	57	47	46	19	438
2025	19	18	16	31	46	60	64	54	18				326

Residential Drainage Investigations

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
2024	0	1	1	13	10	3	5	3	3	2	0	0	41
2025	0	0	2	11	2	0	4	0	0				19



STREET	START DATE ¹	UPCOMING WORK	~ PROJECT PROGRESS ~
BOLLEANA CT Whispering Trails Dr to End of Street	6/20/2025	LANDSCAPING	
DELANEY DR Maureen Dr to Shoe Factory Rd	4/14/2025		COMPLETE
DEVONSHIRE LN Kenwood Rd to Kingsdale Rd	4/1/2025		COMPLETE
DRESDEN CT Dresden Dr to End of Street	3/24/2025		COMPLETE
ETON DR Shoe Factory Rd to Haverford Way	4/10/2025		COMPLETE
GANNON DR Bode Rd to Golf Rd	3/31/2025		COMPLETE
GRAND CANYON PKWY Bode Rd to Higgins Rd	10/6/2025	LAYOUT	
GREENFIELD RD Hassell Rd to Rosedale Ln	4/1/2025		COMPLETE
HASELL RD Fairway Ct to Rosedale Ln	6/16/2025		COMPLETE
HAVERFORD WAY Steffen Dr to Essex Dr	4/10/2025		COMPLETE
HUDSON DR Firestone Dr to Firestone Dr	3/24/2025		COMPLETE
HUNTERS RIDGE Fox Path Ln to Fox Path Ln	4/9/2025		COMPLETE
ILLINOIS BLVD Schaumburg Rd to Thacker St	8/14/2025	GRINDING	
JAMISON LN Ashley Rd to Hampton Rd	4/1/2025		COMPLETE

¹Tentative / Actual
 = Updated Date



STREET	START DATE ¹	UPCOMING WORK	~ PROJECT PROGRESS ~
LEEDS RD Eton Dr to Haverford Way	4/9/2025		COMPLETE
LINCOLN DR (N) Thacker St to End of Street	6/30/2025	CONCRETE & PAVEMENT REMOVAL, EXCAVATION	
LOMBARDY LN Buckthorn Dr to Westbury Dr	3/26/2025		COMPLETE
MAUREEN DR Shoe Factory Rd to End of Street	4/14/2025		COMPLETE
MUMFORD DR Freeman Rd to Westbury Dr	3/25/2025		COMPLETE
NEWARK LN Pleasant St to Newton St	9/5/2025	SANITARY SEWER	
OLD SUTTON RD Hoffman Blvd to Higgins Rd	4/8/2025		COMPLETE
PARIS LN Illinois Blvd to End of Street	7/22/2025	GRINDING	
PAYSON ST Illinois Blvd to Paris Ln	8/5/2025		COMPLETE
PEBBLEWOOD LN Cottonwood Tr to Huntington Blvd	3/26/2025		COMPLETE
PERRY LN Washington Blvd to Pleasant St	8/13/2025	SIDEWALK REPLACEMENT	
PLYMOUTH RD Winston Dr to Suffolk Ln	3/24/2025		COMPLETE
WESTBURY DR Shorewood Dr to Haman Ave	6/18/2025		COMPLETE
WESTBURY DR STUB E 1390 Westbury Dr to 1400 Westbury Dr	7/7/2025		COMPLETE

¹Tentative / Actual
= Updated Date



STREET	START DATE ¹	UPCOMING WORK	~ PROJECT PROGRESS ~
WESTBURY DR STUB W 1410 Westbury Dr to 1420 Westbury Dr	7/7/2025		COMPLETE
WHISPERING TRAILS DR 3940 Whispering Trails to 4000 Whispering Trails	6/12/2025	LANDSCAPING	
WOODHOLLOW CT Thornbark Dr to End of Street	3/24/2025		COMPLETE

¹Tentative / Actual
= Updated Date