



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

April 27, 2026	Council Chambers	Immediately Following Finance Committee
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1. CALL TO ORDER/ROLL CALL

2. APPROVAL OF MINUTES

A. Public Works & Utilities Committee 03-23-2026

3. PUBLIC COMMENT

4. NEW BUSINESS

- A. Approval of a Resolution authorizing a three-year service agreement with OpenGov Inc, San Francisco, California, for a cumulative amount not to exceed \$275,482.
- B. Approval of a Resolution authorizing an agreement for 2026, 2027, and 2028 street sweeping services with Lakeshore Recycling Services LLC, Rosemont, Illinois, for a cumulative amount not to exceed \$455,482.
- C. Approval of a Resolution authorizing an agreement with KLM Engineering Inc., Woodbury, Minnesota, for design and construction engineering for the rehabilitation of water tower T-2 in an amount not to exceed \$89,480.

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.

Village of Hoffman Estates

PUBLIC WORKS & UTILITIES COMMITTEE

March 23, 2026

MEETING MINUTES

1. Roll call

Members in Attendance:

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

Management Team Members in Attendance:

**Eric Palm, Village Manager
Dan O'Malley, Deputy Village Manager
Art Janura, Corporation Counsel
Kasia Cawley, Chief of Police
Alan Wax, Fire Chief
Rachel Musiala, Finance Director
Bryan Ackerlund, Asst. PW Director
Darek Raszka, Director of IT
William Lynch, Supt. of Facilities
Ben Gibbs, GM, NOW Arena
Ric Signorella, Multimedia Prod. Manager**

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

2. APPROVAL OF MINUTES

Motion by Trustee Pilafas, seconded by Trustee Kinnane, to approve the Public Works & Utilities Committee Meeting minutes from February 23, 2026. Voice vote taken. All ayes. Motion carried.

3. PUBLIC COMMENTS

4. NEW BUSINESS

- A. Approval of a Resolution authorizing the purchase of four heavy-duty truck chassis from JX Truck Center, Bolingbrook, IL, in an amount not to exceed \$605,380.**

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

Motion by Trustee Pilafas, seconded by Trustee Kinnane, to approve a resolution authorizing the purchase of four heavy duty truck chassis from JX Truck Center, Bolingbrook, IL in an amount not to exceed \$605,380. Voice vote taken. All ayes. Motion carried.

- B. Approval of a Resolution for the Village to participate in the State of Illinois Central Management Services joint purchase of road salt for 2027, in an amount up to 4,080 tons.**

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

Motion by Trustee Arnet, seconded by Trustee Kinnane, to approve a resolution for the Village to participate in the State of Illinois Central Management Services joint purchase of road salt for 2027, in an amount up to 4,080 tons. Voice vote taken. All ayes. Motion carried.

- C. Approval of a Resolution authorizing an agreement for 2026, 2027 and 2028 landscape maintenance services to V. Cardenas Landscaping, East Dundee, IL, in a cumulative amount not to exceed \$250,000.**

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

Motion by Trustee Arnet, seconded by Trustee Kinnane, to authorize an agreement for tree removal service (2026/2027) to Abbott Tree Care Professionals, Wayne, IL, in an amount not to exceed \$680,000. Voice vote taken. All ayes. Motion carried.

5. REPORTS

- A. Public Works Department Monthly Report**

The Public Works Department Monthly Report was received and filed.

- B. Engineering Department Monthly Report**

The Engineering Department Monthly Report was received and filed.

6. PRESIDENT'S REPORT

Mayor provided an update on his activities. On March 17, he attended the Environmental committee of the Metro Mayors Caucus, March 18th attended a PACE meeting and the Commission for Senior Citizens luncheon at Moretti's, on March 19th, attended a Data Center Task Force meeting for the MMC, on March 20th he attended a Metro Mayors Caucus Legislative Meeting, on March 21st he attended an Arrow of Light crossover ceremony for Pack 100. On March 23, he attended a NWMC nominating committee meeting.

7. ITEMS IN REVIEW**8. OTHER****9. ADJOURNMENT**

Motion by Trustee Arnet, seconded by Trustee Pilafas, to adjourn the meeting at 7:06 p.m. Voice vote taken. All ayes. Motion carried.

Minutes submitted by:

Debbie Schoop, Executive Assistant

Date



AGENDA ITEM REPORT
Public Works & Utilities Committee
April 27, 2026
ITEM 4A

REQUEST: Approval of a Resolution authorizing a three-year service agreement with OpenGov Inc, San Francisco, California, for a cumulative amount not to exceed \$275,482.

FROM: Joseph Nebel, Public Works Director
Aaron Howe, Assistant to the Director of Public Works

ITEM TYPE: Agreement - Committee

REQUEST SUMMARY

In January 2021, the Village Board authorized a contract with Cartegraph Systems, LLC, now OpenGov, for the purchase and implementation of asset management software following a multi-stage staff review process. Since that time, the system has been implemented and expanded to support a broad range of Public Works operations.

OpenGov serves as Public Works' primary asset and work management platform and is used to manage service requests, work orders, task assignments, labor and material tracking, inventory, asset records, and mapping-based information in both office and field settings. Staff has continued to customize and expand the platform to support recurring programs, additional assets, and evolving operational needs, while also providing flexibility for continued integration into other operational areas of the Village as additional programs and data are brought online.

This request is for renewal of the Village's agreement with OpenGov for a three-year term covering fiscal years 2026/27, 2027/28, and 2028/29. Renewal will allow staff to continue using and further developing a system that has become integral to daily operations, asset management, and service delivery.

FINANCIAL IMPACT

The 2026 Public Works operating budget includes a combined appropriation of \$84,000 for this purpose, with \$42,000 budgeted in the General Fund and \$42,000 budgeted in the Water Fund. Funding needed beyond the budgeted amount will be provided from a combination of General Fund and Water Fund reserves.

RECOMMENDATION

Approval of a Resolution authorizing a three-year service agreement with OpenGov Inc, San Francisco, California, for a cumulative amount not to exceed \$275,482.

ATTACHMENTS

1. RESOLUTION 2026 - 2028 OpenGov Service
2. OpenGov Service Agreement and Terms

VILLAGE OF HOFFMAN ESTATES

A RESOLUTION AUTHORIZING A THREE-YEAR SERVICE AGREEMENT
WITH OPENGOV INC, SAN FRANCISCO, CALIFORNIA, FOR A
CUMULATIVE AMOUNT NOT TO EXCEED \$275,482

WHEREAS, the Village of Hoffman Estates (“Village”) is a home-rule municipality located in Cook County, Illinois; and

WHEREAS, OpenGov serves as Public Works’ primary asset and work management platform and is used to manage service requests, work orders, task assignments, labor and material tracking, inventory, asset records, and related operational information; and

WHEREAS, the system has also provided flexibility for continued integration into other operational areas of the Village as additional programs and data are brought online; and

WHEREAS, the proposed agreement with OpenGov, Inc. provides for continued software licensing, support, and related services for a three-year term covering fiscal years 2026/27, 2027/28, and 2028/29; and

WHEREAS, the Corporate Authorities find and determine that it is in the best interests of the Village to approve an agreement with OpenGov, Inc. for asset management software licensing, support, and related services in the amount of \$275,482.

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

Section 1: RECITALS. The facts and statements contained in the preambles of this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2: APPROVAL OF AGREEMENT. The President and Board of Trustees hereby approve an agreement with OpenGov, Inc. for asset management software licensing, support, and related services for a three-year term covering fiscal years 2026/27, 2027/28, and 2028/29, in the amount of \$275,482.

Section 3: AUTHORIZATION TO EXECUTE AGREEMENT. The President or Village Manager is hereby authorized to execute the contract, and to execute any other documents in furtherance of this Resolution in accordance with the Village Code and state and federal law.

Section 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

RESOLVED THIS _____ day of _____, 2026

VOTE	AYE	NAY	ABSENT	ABSTAIN
Trustee Karen V. Mills	_____	_____	_____	_____
Trustee Anna Newell	_____	_____	_____	_____
Trustee Gary J. Pilafas	_____	_____	_____	_____
Trustee Gary G. Stanton	_____	_____	_____	_____
Trustee Karen Arnet	_____	_____	_____	_____
Trustee Patrick Kinnane	_____	_____	_____	_____
President William D. McLeod	_____	_____	_____	_____

APPROVED THIS _____ DAY OF _____, 2026

Village President

ATTEST:



OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

Order Form Number: Q-15148
Created On: 03/20/2026
Order Form Expiration: 04/09/2026
Subscription Start Date: 04/05/2026
Subscription End Date: 04/04/2029

Prepared By: Tom Allen
Email: tallen@opengov.com
Contract Term: 36 Months

Customer Information:

Customer: Village of Hoffman Estates, IL
Bill To/Ship To: 1900 Hassell Road
Hoffman Estates, Illinois
60169-6308
United States
Contact Name: Aaron Howe
Email: aaron.howe@vohe.org
Phone: 8478153884

Order Details:

Billing Frequency: Prepaid
Payment Terms: Net 30 Days

SOFTWARE SERVICES:

Product Name	Start Date	End Date	Annual Fee
811 Integration	04/05/2026	04/04/2027	\$5,409.09
Asset Builder	04/05/2026	04/04/2027	\$2,290.46
Asset Management	04/05/2026	04/04/2027	\$45,791.04
Facilities Domain	04/05/2026	04/04/2027	\$4,715.83
Sanitary Sewer Domain	04/05/2026	04/04/2027	\$4,715.83
Signal Domain	04/05/2026	04/04/2027	\$2,357.91
Stormwater Domain	04/05/2026	04/04/2027	\$4,715.83

Systems Integration Support	04/05/2026	04/04/2027	\$4,976.35
Transportation Domain	04/05/2026	04/04/2027	\$3,536.87
Walkability Domain	04/05/2026	04/04/2027	\$1,178.97
Wastewater Treatment Plant Domain	04/05/2026	04/04/2027	\$2,981.20
Water Distribution Domain	04/05/2026	04/04/2027	\$4,715.54
811 Integration	04/05/2027	04/04/2028	\$5,679.54
Asset Builder	04/05/2027	04/04/2028	\$2,404.98
Asset Management	04/05/2027	04/04/2028	\$48,080.59
Facilities Domain	04/05/2027	04/04/2028	\$4,951.63
Sanitary Sewer Domain	04/05/2027	04/04/2028	\$4,951.63
Signal Domain	04/05/2027	04/04/2028	\$2,475.81
Stormwater Domain	04/05/2027	04/04/2028	\$4,951.63
Systems Integration Support	04/05/2027	04/04/2028	\$5,225.17
Transportation Domain	04/05/2027	04/04/2028	\$3,713.72
Walkability Domain	04/05/2027	04/04/2028	\$1,237.92
Wastewater Treatment Plant Domain	04/05/2027	04/04/2028	\$3,130.26
Water Distribution Domain	04/05/2027	04/04/2028	\$4,951.32
811 Integration	04/05/2028	04/04/2029	\$5,963.52
Asset Builder	04/05/2028	04/04/2029	\$2,525.23

Asset Management	04/05/2028	04/04/2029	\$50,484.62
Facilities Domain	04/05/2028	04/04/2029	\$5,199.21
Sanitary Sewer Domain	04/05/2028	04/04/2029	\$5,199.21
Signal Domain	04/05/2028	04/04/2029	\$2,599.60
Stormwater Domain	04/05/2028	04/04/2029	\$5,199.21
Systems Integration Support	04/05/2028	04/04/2029	\$5,486.42
Transportation Domain	04/05/2028	04/04/2029	\$3,899.40
Walkability Domain	04/05/2028	04/04/2029	\$1,299.82
Wastewater Treatment Plant Domain	04/05/2028	04/04/2029	\$3,286.78
Water Distribution Domain	04/05/2028	04/04/2029	\$5,198.88

Customer Billing/Service Periods:

Period:	Total:
04/05/2026	\$87,384.92
04/05/2027	\$91,754.20
04/05/2028	\$96,341.90

Order Form Legal Terms:

This Order Form incorporates the OpenGov Master Services Agreement ("MSA") attached here. The "Agreement" between OpenGov and the entity identified above ("Customer") consists of the Order Form, MSA, and, if Professional Services are purchased, the Statement of Work. Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice. By signing this Agreement, Customer acknowledges that it has been reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms.

Village of Hoffman Estates, IL:

Signature:

Name:

OpenGov, Inc.

Signed by:
Signature:
Sam Kramer

Name:
Sam Kramer

Title:

Date:

Title:
CFO

Date:
4/14/2026

OpenGov Master Services Agreement

The parties to this Master Services Agreement (this "Agreement") are OpenGov, Inc., a Delaware corporation ("OpenGov"), and the customer named in the signature block below ("Customer"). This Agreement, which becomes effective when fully executed (the "Effective Date"), sets forth the terms and conditions under which OpenGov will provide its products and services to Customer.

1. Definitions

- 1.1. "Customer Data" means the data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer's software systems of record), including any data transmitted through the Software Services.
- 1.2. "Documentation" means any written, electronic, or online materials produced by OpenGov, and made available to Customer in connection with the Software Services, including user guides, training materials, FAQs, and technical support content, but excluding Product Documentation.
- 1.3. "Intellectual Property Rights" means all past, present, and future intellectual property rights including those associated with works of authorship, copyrights, moral rights, trademarks, trade names, trade secrets, patent rights, and any other proprietary rights in intellectual property of every kind and nature.
- 1.4. "Order Form" means the document(s) separately executed by the parties or attached as an exhibit, that specifies the Software Services and the Professional Services that OpenGov will provide to Customer. All such Order Form(s) are incorporated into this Agreement by reference.
- 1.5. "Product Documentation" means the technical specifications that describe the features, functionality, configuration, and intended operation of the Software Services located at <https://opengov.my.site.com/support/s/agreement-product-documentation>, which is incorporated into this Agreement by reference.
- 1.6. "Professional Services" means the implementation, configuration, training, consulting, or other professional services provided by OpenGov or its authorized partners, and identified in the applicable Statement of Work.
- 1.7. "Software Services" means the commercial-off-the-shelf software products and services provided by OpenGov and identified in the applicable Order Form.
- 1.8. "Statement of Work" or "SOW" means the document(s) separately executed by the parties or attached as an exhibit to this Agreement or any applicable Order Form, that specifies the Professional Services that OpenGov will provide to Customer. All such SOW(s) are incorporated into this Agreement by reference.

2. Software Services and Professional Services

- 2.1. Software Services.

- 2.1.1. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the Software Services.
- 2.1.2. Support and Service Levels. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services. Customer may report issues any time; however, OpenGov will address issues during business hours. OpenGov will provide the applicable level of support in accordance with the Support and Software Service Levels located at <https://opengov.com/service-sla>, which is incorporated into this Agreement by reference.
- 2.2. Professional Services.
 - 2.2.1. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the Professional Services, if applicable. Unless otherwise specified in the SOW, any pre-paid Professional Services must be utilized within one year from the Effective Date.
 - 2.2.2. Travel Expenses for Professional Services. Travel expenses, if any, will be set forth in the applicable Order Form or SOW. Any additional travel expenses shall be subject to Customer's prior written approval and will be reimbursable by Customer.

3. Restrictions and Responsibilities

- 3.1. Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. In addition, Customer shall not, and shall not knowingly or negligently, permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services, including but not limited to load testing or stress testing; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any personal, sensitive, or personally identifiable information to OpenGov in a manner that violates Customer's obligations under the Data Processing Addendum.
- 3.2. Responsibilities. Customer shall be responsible for obtaining and maintaining computers, third-party software systems of record, and application programming interfaces needed to connect to, access, or otherwise use the Software Services. Customer shall also be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, in accordance with industry standards, and (c) all uses of Customer user accounts by any party other than OpenGov. OpenGov is not responsible for the operation, support, or security of any third-party software, systems, or services

not provided by OpenGov.

- 3.3. Data Processing Addendum. To the extent OpenGov processes any Customer Data that contains personal information, personally identifiable information, or sensitive personal information on behalf of Customer in the course of providing the Software Services and Professional Services under this Agreement, the parties agree to comply with the terms of the Data Processing Addendum, located at <https://opengov.com/data-processing-addendum>, which is incorporated into this Agreement by reference.

4. Intellectual Property Rights; License Grants; Access to Customer Data

- 4.1. OpenGov's Intellectual Property Rights. OpenGov exclusively owns and retains all right, title, and interest to the Software Services, Professional Services, Documentation, and Product Documentation, including all Intellectual Property Rights therein. This includes, without limitation, all underlying technology, software, user interfaces, visual design elements (such as the "look and feel"), custom fonts, graphics, workflows, button icons, and any derivative works (e.g., enhancements, modifications, or corrections), including but not limited to those that are created in connection with or through the use of the Software Services, Professional Services, Documentation, or Product Documentation. Customer may not reproduce, modify, distribute, or create derivative works based on any part of the Software Services, in whole or in part, without OpenGov's prior written consent.
- 4.2. License Grant to Customer. OpenGov grants Customer a non-exclusive, non-transferable, non-sublicensable, royalty-free license to use the Software Services, Documentation, and Product Documentation during the Term for its internal use and the purpose as described in this Agreement. No additional rights or licenses shall be deemed granted.
- 4.3. Customer's Intellectual Property Rights. Customer retains all right, title, and interest, including all Intellectual Property Rights, in and to Customer Data. Customer grants OpenGov and its authorized partners (such as cloud hosting providers) a non-exclusive, royalty-free license to access, use, store, edit, reformat and otherwise process Customer Data for the purpose of providing, maintaining, developing, and improving OpenGov's products and services.
- 4.4. Aggregated and Anonymized Data. Customer agrees that OpenGov and its authorized partners may use aggregated and anonymized data derived from Customer Data to provide, maintain, develop, and improve OpenGov's products and services, to provide general customer service support and improvements, and to perform data and usage analytics. Any insights, developments, or improvements arising from such aggregated, anonymized data shall be owned by OpenGov.
- 4.5. Access to Customer Data. Customer may download Customer Data from the Software Services at any time during the Term, excluding during routine software maintenance periods. For a period of 30 days after expiration of the Term, Customer may request that OpenGov complete a one-time transfer of Customer Data in a format customarily used in

the industry at OpenGov's then-current hourly rate.

- 4.6. Deletion of Customer Data. Unless otherwise requested pursuant to this Section 4.6, upon the termination of this Agreement, Customer Data shall be deleted pursuant to OpenGov's standard data deletion and retention practices, which is to delete Customer Data 45 days after termination or expiration of the Agreement. Upon written request, Customer may request deletion of Customer Data prior to the date of termination of this Agreement, in accordance with the notice requirements set forth in Section 10.2.
- 4.7. Feedback. "Feedback" means any suggestions, comments, ideas, recommendations, usage, or other input provided by Customer to OpenGov regarding the services. Customer grants OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use such Feedback in the Software Services, Professional Services, Documentation and Product Documentation. OpenGov will exclusively own all right, title, and interest, including all Intellectual Property Rights, in and to any improvements, modifications, or derivative works to the Software Services, Professional Services, Documentation or Product Documentation that are based on or derived from such Feedback.

5. Confidentiality

- 5.1. "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure. OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services, Documentation, and Product Documentation.
- 5.2. Confidential Information does not include information that: (a) was publicly known or becomes publicly known through no breach of this Agreement by the receiving party; (b) is required to be disclosed upon request under any applicable federal, state, or local public records laws; (c) Customer expressly directs OpenGov make publicly available; (d) was lawfully known to the receiving party without restriction on disclosure before receipt from the disclosing party; (e) is disclosed to the receiving party by a third party who has the right to make such disclosure without restriction; or (f) is independently developed by the receiving party without access to the disclosing party's Confidential Information.
- 5.3. Each party agrees to use the other's Confidential Information only in connection with this Agreement. Each party further agrees to protect the other party's Confidential Information using the measures that it employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. If a party is required to disclose Confidential Information by law, subpoena, or court order, it must, to the extent legally permitted, promptly notify the other party in writing prior to the disclosure to give the other party an opportunity to oppose or limit the disclosure.

6. Term and Termination

- 6.1. Agreement Term. This Agreement begins on the Effective Date and will remain in effect until the termination or expiration of all active Order Forms entered into under this Agreement ("Term"), unless earlier terminated pursuant to this Section 6.
- 6.2. Renewal. Unless the parties enter into a new Order Form to renew the Agreement for an additional period of no less than one year ("Renewal Term"), this Agreement shall terminate at the end of the applicable initial term or Renewal Term.
- 6.3. Termination for Cause. If either party materially breaches this Agreement and fails to cure such breach within 30 days after receiving written notice by the non-breaching party, the non-breaching party may terminate this Agreement.
- 6.4. Termination for Non-Appropriation. If required by applicable law, Customer may terminate this Agreement if it does not appropriate funds for a future fiscal year. In order to terminate for non-appropriation, Customer must provide at least 30 days' prior written notice, provided it is after the first full year of the Agreement. Obligations to pay fees are non-cancelable, and payments are non-refundable. This section may not be used as a substitute for termination for convenience.
- 6.5. Effect of Termination. Upon termination of this Agreement pursuant to Section 6: (a) Customer shall pay in full for all of the Software Services and Professional Services for the then-current annual term; (b) OpenGov shall stop providing the Software Services and the Professional Services to Customer; and (c) with the exception of Customer Data, the return and deletion of which are addressed in Section 4, each party shall, upon request of the other party, return or delete any of the other party's Confidential Information.

7. Payment of Fees

- 7.1. Fees; Invoicing; Payment; Expenses.
 - 7.1.1. Fees. Fees for the Software Services and Professional Services are set forth in the applicable Order Form, and OpenGov will invoice Customer accordingly. Customer agrees to pay invoices within 30 days of receipt. Invoices are deemed received when OpenGov emails them to Customer's designated billing contact. Obligations to pay fees are non-cancelable, and payments are non-refundable, except as expressly provided in Sections 8.1.2 and 8.1.3.
 - 7.1.2. Annual Software Price Adjustment. OpenGov shall increase the fees for the Software Services during any Renewal Term by 5% each year or as otherwise agreed upon in the applicable renewal Order Form.
 - 7.1.3. Travel Expenses. OpenGov will invoice Customer for travel expenses provided in the SOW or Order Form as they are incurred. Customer shall pay all such valid invoices within 30 days of receipt of invoice. Receipts shall be provided for the travel expenses listed on the invoice.
- 7.2. Consequences of Non-Payment. If Customer fails to make any payments required under any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law: (a) Customer will owe a late interest penalty of

the maximum rate permitted by law; and (b) if Customer's account remains delinquent (with respect to payment of an undisputed invoice) for 10 days after receipt of a delinquency notice from OpenGov, which may be provided via email to Customer's designated billing contact, OpenGov may temporarily suspend Customer's access to the Software Service for up to 90 days to pursue good faith negotiations before pursuing termination in accordance with Section 6.3. Customer will continue to incur and owe all applicable fees irrespective of any such service suspension based on such Customer's delinquency.

- 7.3. Taxes. Each party is responsible for the tax effects this Agreement imposes upon it. If Customer is tax-exempt, it will provide OpenGov its tax exemption certificate.

8. Representations and Warranties; Disclaimer

8.1. By OpenGov.

- 8.1.1. General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement.
- 8.1.2. Professional Services Warranty. OpenGov further represents and warrants that the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related SOW and generally prevailing industry standards. For any breach of the Professional Services warranty, OpenGov will re-perform the applicable services. If OpenGov is unable to re-perform such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of the completion of the Professional Services pursuant to the applicable SOW to receive such warranty remedies.
- 8.1.3. Software Services Warranty. OpenGov further represents and warrants that for the Term, the Software Services will perform in all material respects in accordance with the then-current Product Documentation. The foregoing warranty does not apply to (a) any Software Services that have been used in a manner other than as set forth in this Agreement, or (b) any pre-release features, functionality, or beta software services that Customer elects to use in the beta phase of development. For any breach of the Software Services warranty, OpenGov will repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted. If OpenGov is unable to do so, Customer may terminate the Agreement and will be entitled to a refund of the pre-paid, unused portion of the fees from the date of the discovery of the defect. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of Customer discovering the defect to receive such warranty remedies.

- 8.2. By Customer. Customer represents and warrants that (a) it has all right and authority necessary to enter into and perform this Agreement and (b) OpenGov's use of Customer Data pursuant to this Agreement will not infringe, violate or misappropriate Intellectual Property Rights of any third party.

- 8.3. Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED “AS IS” AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. Limitation of Liability

- 9.1. By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND A PARTY’S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
- 9.2. By Amount. IN NO EVENT SHALL EITHER PARTY’S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO OPENGOV FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.
- 9.3. Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims arising out of fraud or willful misconduct by either party; (b) either party’s infringement of the other party’s Intellectual Property Rights; (c) breach of obligations under Section 3.1; and (d) payment obligations under this Agreement.
- 9.4. No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply.

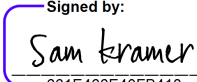
10. Miscellaneous

- 10.1. Intentionally omitted.
- 10.2. Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone. For notices required by the Agreement the parties must communicate more formally in a writing sent via USPS certified mail and via email. OpenGov’s addresses for notice are: legal@opengov.com with a mailed copy to OpenGov, Inc., 660 3rd Street, Suite 100, San Francisco, CA 94107.
- 10.3. Anti-corruption. Neither OpenGov nor any of its employees or agents has offered or provided any illegal or improper payment, gift, or transfer of value in connection with this Agreement. The parties will promptly notify each other if they become aware of any

violation of any applicable anti-corruption laws in connection with this Agreement.

- 10.4. Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.
- 10.5. Force Majeure. Neither party will be liable for any delay or failure to perform its obligations under this Agreement, due to any events beyond its reasonable control, including but not limited to acts of god, acts of governmental authority, war, riot, labor disputes, failures of performance by any third-party services, utilities, or equipment failures, or any other events beyond the party's reasonable control. Notwithstanding the foregoing, Customer shall remain obligated to perform its obligations under Section 7.1.1.
- 10.6. Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.
- 10.7. Survival. The following sections of this Agreement shall survive termination or expiration: Section 5 (Confidentiality), Section 7 (Payment of Fees), Section 4.6 (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability), and Section 10 (Miscellaneous).
- 10.8. Assignment. There are no third-party beneficiaries to this Agreement. Neither party may assign, or otherwise transfer this Agreement without the other party's written consent, which consent may not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to its corporate affiliate or to any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement will benefit and bind permitted assigns and successors.
- 10.9. Independent Contractors. This Agreement does not create an agency, partnership, joint venture, or employment relationship, and neither party has any authority to bind the other.
- 10.10. Governing Law and Jurisdiction. This Agreement will be governed by the laws of Customer's jurisdiction, without regard to conflict of laws principles. The parties submit to personal jurisdiction and venue in the courts of Customer's jurisdiction.
- 10.11. Complete Agreement. OpenGov has made no other promises or representations to

Customer other than those contained in this Agreement. Any additional or different terms in a purchase order or click-through agreement are expressly rejected by the parties and are void. Any modification to this Agreement must be in writing and signed by an authorized representative of each party. No third parties are authorized to modify this Agreement. If there is a conflict between this Agreement and any other attached or incorporated document, the terms of this Agreement will control unless expressly stated otherwise.

Customer: Village of Hoffman Estates, IL		OpenGov, Inc.	
Signature	_____	Signature	Signed by:  661E466E40FB418... _____
Name	_____	Name	Sam Kramer_____
Title	_____	Title	CFO_____
Date	_____	Date	4/14/2026_____



AGENDA ITEM REPORT
Public Works & Utilities Committee
April 27, 2026
ITEM 4B

REQUEST: Approval of a Resolution authorizing an agreement for 2026, 2027, and 2028 street sweeping services with Lakeshore Recycling Services LLC, Rosemont, Illinois, for a cumulative amount not to exceed \$455,482.

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

ITEM TYPE: Contract - Committee

REQUEST SUMMARY

The Village street sweeping program typically includes four Village-wide sweeps, occurring in the spring, summer, fall, and early winter, and one optional partial sweep performed in targeted areas in the summer. Street sweeping reduces debris on roadways while also limiting the amount of debris that enters the storm sewer system. On occasion, additional street sweeping may be requested by the Village throughout the year to address special events, areas with excessive debris, and/or department construction site clean-up. The cost associated with this work, if necessary, is included in the not-to-exceed amount requested.

While only one bid was received, Lakeshore Recycling Services has provided this service to the Village for the past eight years with satisfactory results and relatively minimal cost increases.

This request is for an initial one-year term (2026) with optional second and third year extensions (2027 and 2028).

FINANCIAL IMPACT

There is \$145,000 in the 2026 General Fund operating budget for this program.

RECOMMENDATION

Approval of a Resolution authorizing an agreement for 2026, 2027, and 2028 street sweeping services with Lakeshore Recycling Services LLC, Rosemont, Illinois, for a cumulative amount not to exceed \$455,482.

ATTACHMENTS

1. RESOLUTION 2026-2027-2028 Street Sweeping
2. LRS Street Sweeping Bid and Contract 3.31.26
3. 2026 Bid Tab Contracted Street Sweeping 3.31.26

RESOLUTION NO. ____-2026

VILLAGE OF HOFFMAN ESTATES

APPROVAL OF A RESOLUTION AUTHORIZING AN AGREEMENT FOR 2026, 2027, AND 2028 STREET SWEEPING SERVICES WITH LAKESHORE RECYCLING SERVICES LLC, ROSEMONT, ILLINOIS, FOR A CUMULATIVE AMOUNT NOT TO EXCEED \$455,482

WHEREAS, the Village of Hoffman Estates (“Village”) is a home-rule municipality located in Cook County, Illinois; and

WHEREAS, the Village’s street sweeping program includes four Village-wide sweeps, occurring in the spring, summer, fall, and early winter, and one optional partial sweep performed in targeted areas in the summer; and

WHEREAS, the contract also includes optional additional street sweeping, as requested by the Village; and

WHEREAS, the project was advertised for competitive bidding on March 17, 2026, and bids were publicly opened on March 31, 2026; and

WHEREAS, staff determined that Lakeshore Recycling of Rosemont, Illinois, is the sole responsible bidder and best able to meet the needs of the Village; and

WHEREAS, the Corporate Authorities find and determine that it is in the best interests of the Village to approve an agreement with Lakeshore Recycling Services of Rosemont, Illinois, for 2026 street sweeping services, with optional extensions for 2027 and 2028, in a cumulative amount not to exceed \$455,482.

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

Section 1: RECITALS. The facts and statements contained in the preambles of this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2: APPROVAL OF AGREEMENT. The President and Board of Trustees hereby approve an agreement with Lakeshore Recycling Services of Rosemont, Illinois, for 2026 street sweeping services, with optional extensions for 2027 and 2028, in a cumulative amount not to exceed \$455,482.

Section 3: AUTHORIZATION TO EXECUTE AGREEMENT. The President or Village Manager is hereby authorized to execute the contract, and to execute any other documents in furtherance of this Resolution in accordance with the Village Code and state and federal law.

Section 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

RESOLVED THIS _____ day of _____, 2026

VOTE	AYE	NAY	ABSENT	ABSTAIN
Trustee Karen V. Mills	_____	_____	_____	_____
Trustee Anna Newell	_____	_____	_____	_____
Trustee Gary J. Pilafas	_____	_____	_____	_____
Trustee Gary G. Stanton	_____	_____	_____	_____
Trustee Karen Arnet	_____	_____	_____	_____
Trustee Patrick Kinnane	_____	_____	_____	_____
President William D. McLeod	_____	_____	_____	_____

APPROVED THIS _____ DAY OF _____, 2026

Village President

ATTEST:

Village Clerk



VILLAGE OF HOFFMAN ESTATES

Department of Public Works

BID DOCUMENTS

CONTRACT STREET SWEEPING

2026, 2027, and 2028

BID OPENING DATE:	March 31 st , 2026
BID OPENING TIME:	10:00 AM
BID DEPOSIT:	Bid bond or cashier's check in the amount of \$2,000 is required with submission of bid
PERFORMANCE BOND:	Required of the Successful bidder only after Contract Award

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

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HOFFMAN ESTATES

GROWING TO GREATNESS

Prospective Bidder,

The Village of Hoffman Estates is soliciting bids for the 2026–2028 Contract Street Sweeping Program, as described in the accompanying bid documents.

On behalf of the Village and its residents, we appreciate your interest in participating in this procurement process. Bidders are responsible for carefully reviewing the Instructions to Bidders and all associated legal documents and specifications prior to submitting a proposal. Any exception to the Village's requirements must be clearly identified in writing and fully explained. Deviations not properly disclosed and approved as part of the award may result in the bid being deemed non-responsive.

All equipment must be suitable for heavy-duty municipal, utility, or construction applications and must meet or exceed the stated minimum specifications. Unless expressly identified as "No Substitution," alternative equipment exceeding minimum standards may be proposed. All deviations or proposed enhancements must be clearly described in the bid submission.

Please note the following (see also Special Provisions):

- a. A \$2,000 bid security is required in the form of a cashier's check, certified check, or bid bond.
- b. A performance bond in the total contract amount is required of the successful bidder upon award of the contract.
- c. Failure to comply with these requirements may result in rejection of the bid.

Site maps are provided for reference only. Bidders should review all materials carefully, as service expectations may differ from prior contract cycles.

The Village reserves the right to reject any or all bids, to award in whole or in part, and to waive informalities or technical irregularities in the best interest of the Village.

Questions regarding this solicitation, or requests to schedule the mandatory site visit, should be directed to John Kovaka, Traffic Operations Supervisor, at John.Kovaka@vohe.org or 847.490.6800.

Sincerely,

Bryan Ackerlund
Assistant Director of Public Works

1900 Hassell Road
Hoffman Estates, Illinois. 60169
www.hoffmanestates.org

Phone: 847-882-9100
Fax: 847-843-4822

William D. McLeod
MAYOR

Gary J. Pilafas
TRUSTEE

Karen J. Arnet
TRUSTEE

Karen V. Mills
TRUSTEE

Gary Stanton
TRUSTEE

Patty Richter
VILLAGE CLERK

Anna Newell
TRUSTEE

Patrick Kinnane
TRUSTEE

Eric Palm
VILLAGE MANAGER

**VILLAGE OF HOFFMAN ESTATES
NOTICE TO BID**

The Village of Hoffman Estates Department of Public Works is soliciting sealed bids for the:

2026 - 2028 CONTRACT STREET SWEEPING

Sealed bids will be received at the Office of the Village Clerk, Village of Hoffman Estates, 1900 Hassell Road, Hoffman Estates, Cook County, Illinois until March 31st, 2026, at 10:00 AM, at which time they will be publicly opened and read aloud.

It is the responsibility of the bidder to ensure timely delivery. Any bid received after the specified time will be returned unopened. Bids must be submitted in a sealed envelope clearly marked "SEALED BID" and labeled with the following information:

Company Name
Company Address
Name of Bid ("2026 - 2028 CONTRACT STREET SWEEPING")
Date and Time of Bid Opening

Specifications and complete bid documents may be obtained from the Office of the Clerk. Questions regarding solicitation may be directed to John Kovaka, Traffic Operations Supervisor, at John.Kovaka@vohe.org or 847.490.6800.

The Village strongly encourages minority-owned and women-owned business enterprises to submit bids. Prime contractors shall take affirmative steps to solicit participation from minority- and women-owned firms for any subcontract work.

The Village reserves the right to reject any or all bids, to award in whole or in part, and to waive any informalities or technical irregularities in the best interest of the Village.

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

3/16/2026

DATE


Patty Richter, Village Clerk

TO BE PUBLISHED ON 3/17/2026 PADDOCK PUBLICATIONS
(DATE)

VILLAGE OF HOFFMAN ESTATES
BID CERTIFICATION FORM

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

I/We hereby certify that, Lakeshore Recycling Systems, LLC (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: Dan Goldstein / CFO (please print)

Date: 03/30/2026

Attest:  (Notary Public)

Commission Expiry: 09/26/2028

Date: 03/30/2026



(SEAL)

**THIS FORM IS MANDATORY AND MUST BE NOTORIZED.
PLEASE INCLUDE THREE COPIES OF THIS FORM WITH YOUR BID
DOCUMENTS.**

VILLAGE OF HOFFMAN ESTATES
SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATE

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.



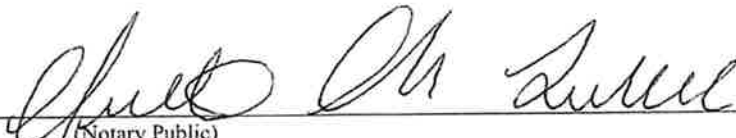
(Name of Contractor)

CFO

(Title)

Subscribed and sworn to before me this 30 day of MARCH, 2026.

My Commission expires: 04/26/2028



(Notary Public)



(SEAL)

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

Attest:

 Clerk
 (Seal Below)

The Village of Hoffman Estates

By: _____

Party of the First Part

(If a corporation)

Lakeshore Recycling Systems
 Corporate Name
Mi Szy
 President, Party of the Second Part

(If a Co-Partnership)

Attest:

 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.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Lakeshore Recycling Systems, LLC
5500 Pearl Street
Rosemont, IL 60018

OWNER:

(Name, legal status and address)

Village of Hoffman Estates
2305 Pembroke Avenue
Hoffman Estates, IL 60169

SURETY:

(Name, legal status and principal place of business)

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960
Mailing Address for Notices
1411 Opus Place, Suite 450
Downers Grove, IL 60515

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 2,000.00 Two Thousand Dollars and 00/100

PROJECT:

(Name, location or address, and Project number, if any)

Street Sweeping

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 31st day of March, 2026

(Witness)



(Witness) Christine Marotta

Lakeshore Recycling Systems, LLC

(Principal)

(Seal)

By: 

(Title)

C.L.O.

United States Fire Insurance Company

(Surety)

(Seal)

By: 

(Title)

James I. Moore

Attorney-in-Fact



STATE OF ILLINOIS

COUNTY OF DUPAGE}

On March 31, 2026 before me, Lisa C. Marotta, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I. Moore known to me to be Attorney-in-Fact of United States Fire Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires, January 9, 2030


Lisa C. Marotta, Notary Public



**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint: **James I. Moore**

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **One Hundred Twenty Five Million Eight Hundred Thousand Dollars (\$125,800,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

Surety Bond No.: Bid Bond

Principal: Lakeshore Recycling Systems, LLC

Obligee: Village of Hoffman Estates

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 17th day of January, 2025.

UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President



State of New Jersey }
County of Morris }

On this 17th day of January, 2025, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

ETHAN SCHWARTZ
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES 6/25/2028
COMMISSION: #60223171



Ethan Schwartz (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 31st day of March 2026

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President



**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 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.

4. Default:

a) 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.

**PERFORMANCE SURETY BOND
VILLAGE OF HOFFMAN ESTATES**

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.: _____

**2026 – 2028 CONTRACT STREET SWEEPING PROGRAM
PROPOSAL FORM**

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 or 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>2026-2028 Contract Street Sweeping Program</u>	
Company Name:	<u>Lakeshore Recycling Systems, LLC</u>	
Bidder Name (print):	<u>Alex Sales</u>	
Title:	<u>Operations Manager</u>	
Business Address:	<u>5500 Pearl Street Rosemont, IL 60018</u>	
Email Address:	<u>ASales@LRSrecycles.com</u>	
Telephone	<u>224-297-4764</u>	
Signature		Date <u>03/30/2026</u>

Prospective bidders, please note:

- *As the services under this contract are weather-dependent, the months identified in this bid form are approximate. The Village shall retain sole discretion in determining when weather and site conditions are suitable for sweeping operations.*
- *Adjustments to service timing resulting from weather, site conditions, or Village direction shall not entitle the Contractor to additional compensation, delay claims, or other damages.*
- *Bidders should note that prices are requested per curb mile.*
- *The primary bid is for the 2026 sweeping program. Alternate bids are requested for 2027 and 2028 and represent optional contract extensions.*

2026 – 2028 CONTRACT STREET SWEEPING
PROPOSAL FORM

This contract requires the sweeping of public roadways to remove accumulated debris, including the collection, transportation, and lawful disposal of all refuse at a disposal facility approved by the State of Illinois.

Bidders shall provide pricing for the specified contract periods for the following service levels:

- Village-Wide Sweep: Sweeping of approximately 300 curb-miles.
- Partial Sweep: Sweeping of approximately 122 curb-miles, as directed by the Village.

The Village reserves the right to utilize either service level based on operational needs and budget considerations.

300 CURB-MILES, TO BE PERFORMED IN MAY/JUNE:

\$ <u>92</u> per curb mile	\$ <u>95</u> per curb mile	\$ <u>99</u> per curb mile
2026 PROGRAM	2027 PROGRAM	2028 PROGRAM

300 CURB-MILES, TO BE PERFORMED IN AUGUST/SEPTEMBER:

\$ <u>92</u> per curb mile	\$ <u>95</u> per curb mile	\$ <u>99</u> per curb mile
2026 PROGRAM	2027 PROGRAM	2028 PROGRAM

300 CURB-MILES, TO BE PERFORMED IN OCTOBER/NOVEMBER:

\$ <u>133</u> per curb mile	\$ <u>139</u> per curb mile	\$ <u>144</u> per curb mile
2026 PROGRAM	2027 PROGRAM	2028 PROGRAM

122 CURB-MILES, TO BE PERFORMED IN JUNE/JULY/AUGUST:

\$ <u>90</u> per curb mile	\$ <u>94</u> per curb mile	\$ <u>97</u> per curb mile
2026 PROGRAM	2027 PROGRAM	2028 PROGRAM

[This proposal form continues on the following page.]

ADDITIONAL SERVICE – COST FOR “CALL-IN” SATURDAYS:

\$ 92 per curb mile \$ 95 per curb mile \$ 99 per curb mile
2026 2027 2028

ADDITIONAL SERVICE – COST FOR “CALL-IN” SUNDAYS AND HOLIDAYS (e.g. 4th of July):

\$ 133 per curb mile \$ 139 per curb mile \$ 144 per curb mile
2026 2027 2028

MINIMUM NUMBER OF CURB MILES CHARGED FOR “CALL-IN” SERVICE:

0 curb miles

EQUIPMENT LIST: Please see document attached.

Indicate type(s) of equipment/sweepers to be used:

Year _____ Make _____ Model _____

GPS Equipped (Y/ N) _____ Regenerative Air System (Y/N) _____

Year _____ Make _____ Model _____

GPS Equipped (Y/ N) _____ Regenerative Air System (Y/N) _____

Year _____ Make _____ Model _____

GPS Equipped (Y/ N) _____ Regenerative Air System (Y/N) _____

Year _____ Make _____ Model _____

GPS Equipped (Y/ N) _____ Regenerative Air System (Y/N) _____



CleanSweep Fleet Equipment Checklist

Updated: January 2024

Unit	Make	Model	Year	Type	Body	Water
318	GMC	T-Srs FCB042	2009	Regen. Vac	Schwarze A7	470G
319	Freightliner	SC8000	RB 2009	Mechanical	Eagle	280G
320	Sterling	SC8000	2006	Regen. Vac	Schwarze A7	470G
322	Sterling	SC8000	RB 2004	Regen. Vac	Schwarze A7	470G
323	Sterling	SC8000	2007	Regen. Vac	Schwarze A7	470G
324	Sterling	Acterra	2007	Regen. Vac	Schwarze A7	250G
325	Sterling	Acterra	2008	Regen. Vac	Schwarze A7	250G
326	Sterling	SC8000	2016	Regen. Vac	Schwarze A7	350G
328	Peterbilt	SC9000	2019	Regen. Vac	Schwarze A9	600G
329	Peterbilt	SC9000	2019	Regen. Vac	Schwarze A9	600G
330	Peterbilt	SC9000	2019	Regen. Vac	Schwarze A9	600G
333	International	4300 SBA	2013	Regen. Vac	Schwarze A9	325G
334	International	4300 SBA	2013	Regen. Vac	Schwarze A9	325G
337	Freightliner	M2	2014	Regen. Vac	Elgin Crosswind	275G
338	Freightliner	M2	2015	Regen. Vac	Elgin Crosswind	275G
339	Peterbilt	SC9000	2020	Regen. Vac	Schwarze A9	600G
340	Freightliner	M2016	2022	Regen. Vac	Schwarze A9	600G
341	Freightliner	M2016	2023	Regen. Vac	Schwarze A9	600G
342	Freightliner	M2016	2023	Regen. Vac	Schwarze A9	600G
343	Freightliner	M2016	2023	Regen. Vac	Schwarze A9	600G
344	Freightliner	M2016	2023	Regen. Vac	Schwarze A9	600G

LRS CleanSweep sweeper trucks are painted in blue and white and feature all required IDOT equipment/lights, including: flashing safety and on-board arrow/directional lights, fire extinguisher, leaf blower, and other safety and operations related equipment.

Attest: Stacy Hansen, CleanSweep Operations Supervisor _____

2026 – 2028 CONTRACT STREET SWEEPING
REFERENCES

Please see document attached.

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: _____

APPROX. DATE: _____

BUSINESS NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

APPROX. DATE: _____

BUSINESS NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

APPROX. DATE: _____

BUSINESS NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

APPROX. DATE: _____

BUSINESS NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

APPROX. DATE: _____

Contact Name: Tony Bellafiore Village/Business: City of St. Charles

Dates Employed: 2021 to Current

Phone Number or E-mail address: (630) 377-4462 ; tbellafiore@stcharlesil.gov

Scope of Work : Town Sweep

Address: 1405 S 7th Ave, St Charles, IL 60174

Contact Name: Brian Yarbrough Village/Business: Village of Itasca

Dates Employed: 2022 to Current

Phone Number or E-mail address: (630) 228-5785 ; byarbrough@itasca.com

Scope of Work : Town Sweep

Address: 411 N Prospect Ave, Itasca, IL 60143

Contact Name: Michael Warmus Village/Business: Village of Bartlett

Dates Employed: 2021 to Current

Phone Number or E-mail address: (630) 837-0811 ; mwarmus@bartlettIL.gov

Scope of Work : Town Sweep

Address: 1150 Bittersweet Dr, Bartlett, IL 60103

Contact Name: Nate Landers Village/Business: City of Geneva

Dates Employed: 2019 to Current

Phone Number or E-mail address: (630) 232-1502 ; nlanders@geneva.il.us

Scope of Work : Town Sweep

Address: 1800 South St, Geneva, IL 60134

Contact Name: Michael Sances Village/Business: City of Western Springs

Dates Employed: 2020 to Current

Phone Number or E-mail address: (708) 715-7238 ; msances@wsprings.com

Scope of Work : Town Sweep

Address: 1440 Hillgrove Ave, Western Springs, IL 60558

Contact Name: Daniel Leicht **Village/Business:** City of Glenview

Dates Employed: 2020 to 2024

Phone Number or E-mail address: (847) 376-0087 ; dleicht@glenview.il.us

Scope of Work : Town Sweep

Address: 2500 E Lake Ave, Glenview IL, 60026

2026 – 2028 CONTRACT STREET SWEEPING 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 certifies 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 coverage.

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 actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less.

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

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

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

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

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

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

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

Sec. 33E-9. Change orders

Any change order authorized under this Section shall be made in writing. Any person employed by and authorized by any unit of State or local government to approve a change order to any public contract who knowingly grants that approval without first obtaining from the unit of State or local government on whose behalf the contract was signed, or from a designee authorized by that unit of State or local government, a determination in writing that (1) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or (2) the change is germane to the original contract as signed, or (3) the change order is in the best interest of the unit of State or local government and

authorized by law, commits a Class 4 felony. The written determination and the written change order resulting from that determination shall be preserved in the contract's file which shall be open to the public for inspection. This Section shall only apply to a change order or series of change orders which authorize or necessitate an increase or decrease in either the cost of a public contract by a total of \$10,000 or more or the time of completion by a total of 30 days or more. (Source: P.A. 86-150; 87-618.) (720 ILCS 5/33E-9) (from Ch. 38, par. 33E-9)

Sec. 33E-10. Rules of evidence

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

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

Sec. 33E-11

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

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

Sec. 33E-12

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

Sec. 33E-13

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

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

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

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

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

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

Sec. 33E-16. Misapplication of funds

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

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

Sec. 33E-17. Unlawful participation

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

Sec. 33E-18. Unlawful stringing of bids

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

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

2026 – 2028 CONTRACT STREET SWEEPING
GENERAL CONDITIONS

CONTRACT PERIOD

Unless otherwise directed, this contract shall be in effect from March through December 31 of the applicable contract year. The contract shall commence upon seven (7) days' written notice from the Director of Public Works or designee.

EXAMINATION OF CONTRACT DOCUMENTS AND JOB LOCATIONS

Bidders shall thoroughly review all contract documents and familiarize themselves with all work locations prior to submitting a bid. The Bidder shall make all investigations necessary to fully understand the scope of work and site conditions.

No claim for additional compensation or modification of contract requirements shall be considered based upon the Bidder's failure to properly examine the documents or inspect the job locations.

SCOPE OF SERVICES

The work under this contract consists of sweeping approximately 300 curb-miles, plus or minus twenty-five percent (25%), across three roadway classifications:

- Main streets (single- and multi-lane, including median islands);
- Secondary streets; and
- Cul-de-sacs/dead ends.

Sweeping shall include the removal of sand, stone, debris, refuse, leaves, branches, dirt, and similar materials from the full width of designated roadway surfaces.

All sweeping equipment shall be equipped with GPS tracking capable of providing, upon request, reports identifying sweep dates, times, routes, distance, speed, and operator information for each cycle performed.

A minimum of three (3) operational sweeping units shall be deployed for each sweeping cycle. When directed to perform a Village-wide sweep, the Contractor shall complete the work within ten (10) working days.

Upon completion, all roadways shall present a clean appearance satisfactory to the Director of Public Works or designee.

DISPOSAL

All collected materials shall be transported and disposed of at a landfill or facility meeting all applicable State of Illinois requirements.

The Village will designate a temporary staging location for refuse containers during each workday. All collected refuse shall be removed from Village property within five (5) working days following completion of sweeping. Failure to do so shall result in a penalty of \$100 per day until removal is complete.

ALTERNATE BIDS – CONTRACT EXTENSIONS

Bidders shall provide alternate pricing for potential contract extensions for the 2027 and 2028 sweeping seasons (March through December 31 of each year). Extension pricing shall reflect the same scope of services as the 2026 season unless otherwise noted.

Contract extension is contingent upon satisfactory performance and approval by the Village.

TIMES OF OPERATION

Unless otherwise authorized by the Director of Public Works or designee:

- Operations shall occur between 7:00 a.m. and 5:00 p.m., Monday through Friday.
- No work shall be performed on Saturdays, Sundays, or State of Illinois legal holidays.

SWEEPING PROCEDURES

Sweeping operations shall comply with the following:

- Equipment shall travel in the direction of traffic.
- Operating speeds shall not exceed 10–12 mph, adjusted for conditions. Debris left behind will be deemed evidence of excessive speed.
- All units shall operate approved amber warning lights and/or arrow boards at all times.
- Dust control systems shall be maintained to manufacturer specifications. Excessive dust or unsafe water discharge onto pavement is prohibited.
- Sweeping during or immediately following rainfall requires prior approval. The Director of Public Works or designee shall determine daily operational suitability.
- The Contractor shall protect public and private property. Damage shall be repaired or replaced at the Contractor's expense.
- All accidents shall be reported immediately to 911 and the Public Works Department. Utility-related incidents must also be reported.
- Sufficient manpower and equipment shall be maintained to complete each cycle satisfactorily.
- Equipment shall include GPS tracking, amber warning devices, arrow boards (as applicable), and water tanks compliant with backflow prevention requirements.

Multiple passes may be required to achieve acceptable results. Daily inspections will be conducted. Satisfactory performance is defined as a roadway and curb line free of manmade and natural debris.

Operators shall wear company-identifying garments and high-visibility apparel meeting current safety standards.

Hand labor shall be provided as necessary to clean areas inaccessible to sweeping equipment, including loosening compacted curb-line debris.

QUANTITIES

The Village reserves the right to increase or decrease quantities by up to twenty-five percent (25%) at the discretion of the Director of Public Works. Adjustments shall be communicated prior to service execution.

EXTRA WORK

Extra sweeping directed by the Director of Public Works or designee shall be compensated in accordance with the unit prices submitted in the approved bid.

LOCATIONS AND PROGRESS REPORTING

Detailed maps are attached.

The Contractor shall maintain accurate daily progress records, including water usage supplied by the Village. The Village may require the use of Village-issued electronic devices with route tracking and activity verification software in lieu of paper records. Use of such technology shall be mandatory when directed.

PAYMENT

Work shall be paid for within thirty (30) days after the satisfactory completion of each cleaning in accordance with the amount specified in the approved contractor's bid sheet. At no time during the contract will the Village of Hoffman Estates be obligated to pay for any type of additional surcharge.

BIDDERS QUALIFICATIONS

All bidders must submit the following information with their bid proposal:

Bidders shall submit the following with their proposal:

Location and description of permanent place of business;

- Evidence of ability to execute the work efficiently;
- List of similar completed projects;
- List of current contracts;
- Additional documentation demonstrating capability to perform the work.

SUBCONTRACTING

No subcontracting shall be permitted without prior written approval from the Director of Public Works. Approved subcontractors shall be bound by all contract terms. All communication and directives shall be issued through the Contractor.

PERMITS AND LICENSES

The successful bidder shall obtain, at its own expense, a Village of Hoffman Estates Contractor's License. Use of the Village's name in advertising is prohibited without express written permission.

COLLUSION

Bids must be submitted independently and without collusion.

CANCELLATION

Either party may cancel the contract upon thirty (30) days' written notice sent via certified mail.

DEFAULT

In the event of default, the Village may procure services from another source and hold the Contractor responsible for any excess costs incurred.

INVALID PROVISIONS

If any provision is deemed invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

VILLAGE AGENT

John Kovaka, Traffic Operations Supervisor, shall serve as the Village's representative for matters related to this contract. He may be contacted Monday through Friday, 6:30 a.m. to 2:30 p.m., at (847) 490-6800 or John.Kovaka@vohe.org.

LEGAL AUTHORITY

The Director of Public Works shall serve as the final authority regarding interpretation of the specifications and contract requirements.

**2026 - 2028 CONTRACT STREET SWEEPING
SPECIAL PROVISIONS**

ALL-INCLUSIVE BID SUM

The bid shall be an all-inclusive lump sum covering all labor, materials, equipment, supervision, transportation, disposal, insurance, bonds, and all other costs necessary to complete the work in full compliance with the contract documents.

Submission of the base bid and all alternates identified in the Scope of Work is required for the bid to be considered responsive.

No claims for additional compensation due to omissions, misunderstandings, or alleged unforeseen conditions shall be considered by the Village.

BID SECURITY DEPOSIT REQUIREMENTS

Each bid shall be accompanied by a bid security in the amount of Two Thousand Dollars (\$2,000), submitted in the form of a cashier's check, certified check, or bid bond payable to the Village of Hoffman Estates.

Failure to include the required bid security shall render the bid non-responsive.

PERFORMANCE BOND REQUIREMENTS

Prior to execution of the Contract, the successful Bidder shall furnish Performance and Payment Bonds in the amount of one hundred percent (100%) of the total contract award. Such bonds shall guarantee the faithful performance of the Contract and payment of all obligations arising thereunder.

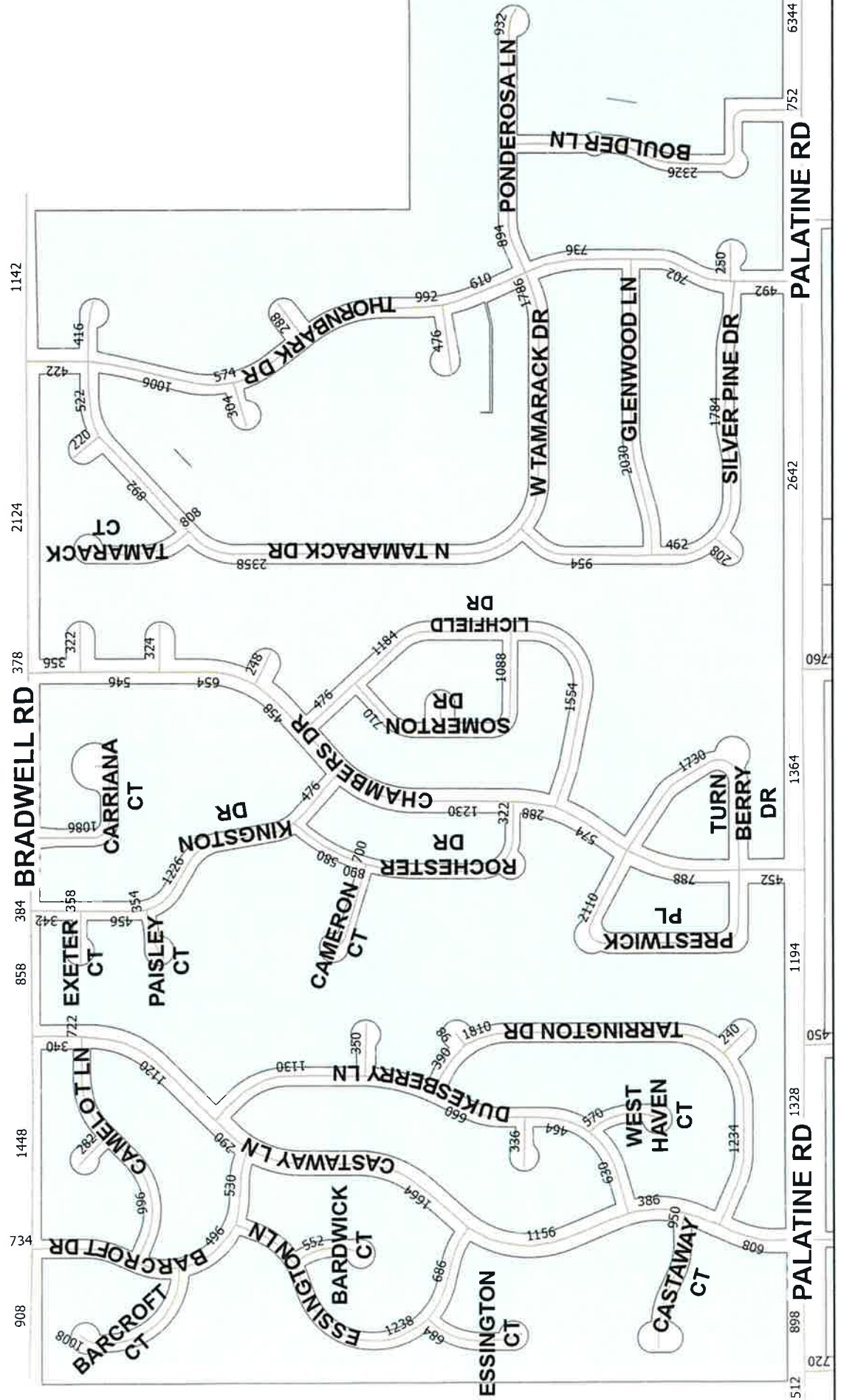
The cost of furnishing all required bonds shall be included in the Bid.

North Sweeping Map Area 1



Date _____
 Cubic Yards Dumped _____
 Water Used _____
 Driver Name _____

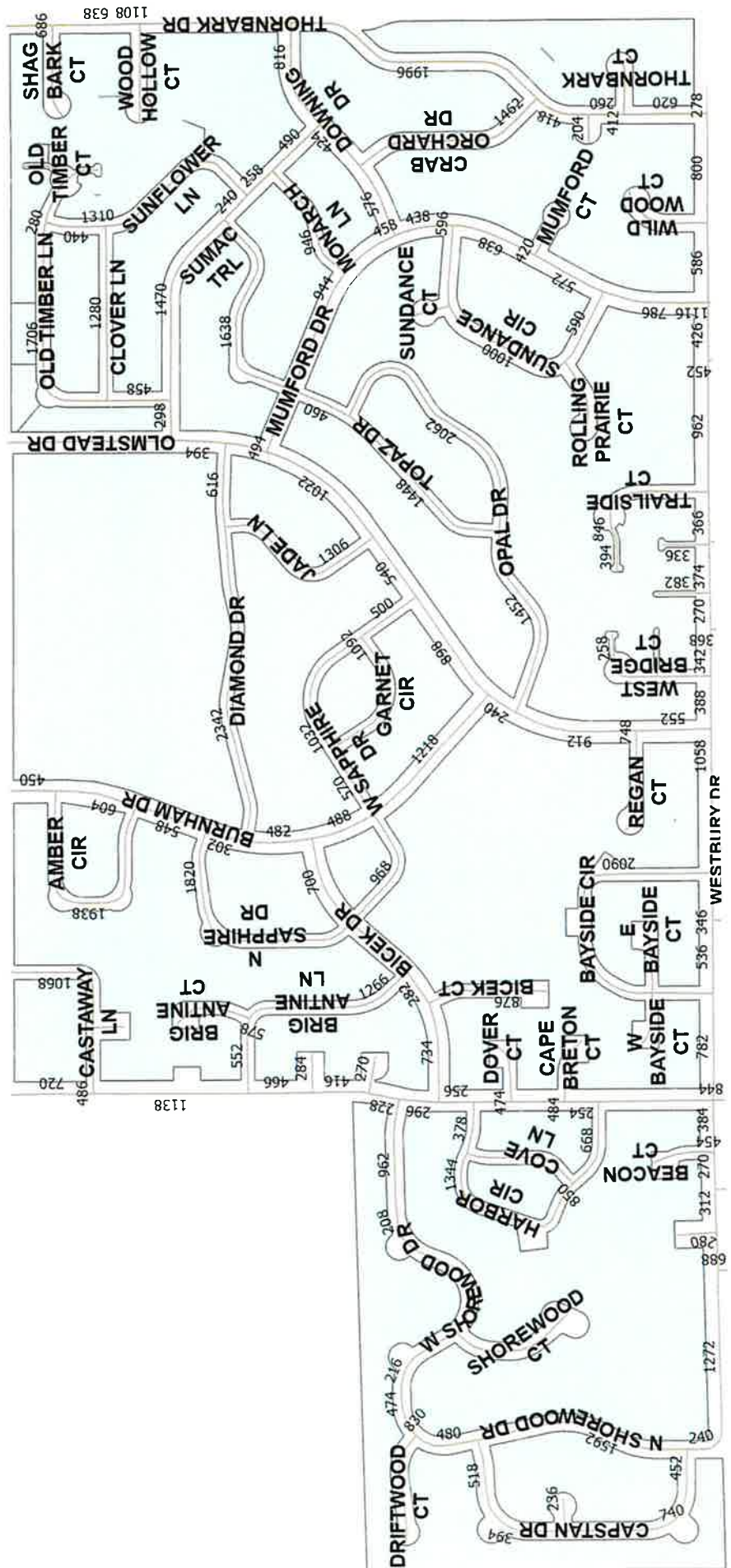
Palatine to Bradwell
 North Sweeping Map Area 1
 Total Mileage = 13.3



z

Palatine to Westbury (Both sides of Westbury)

Total Mileage = 19.92

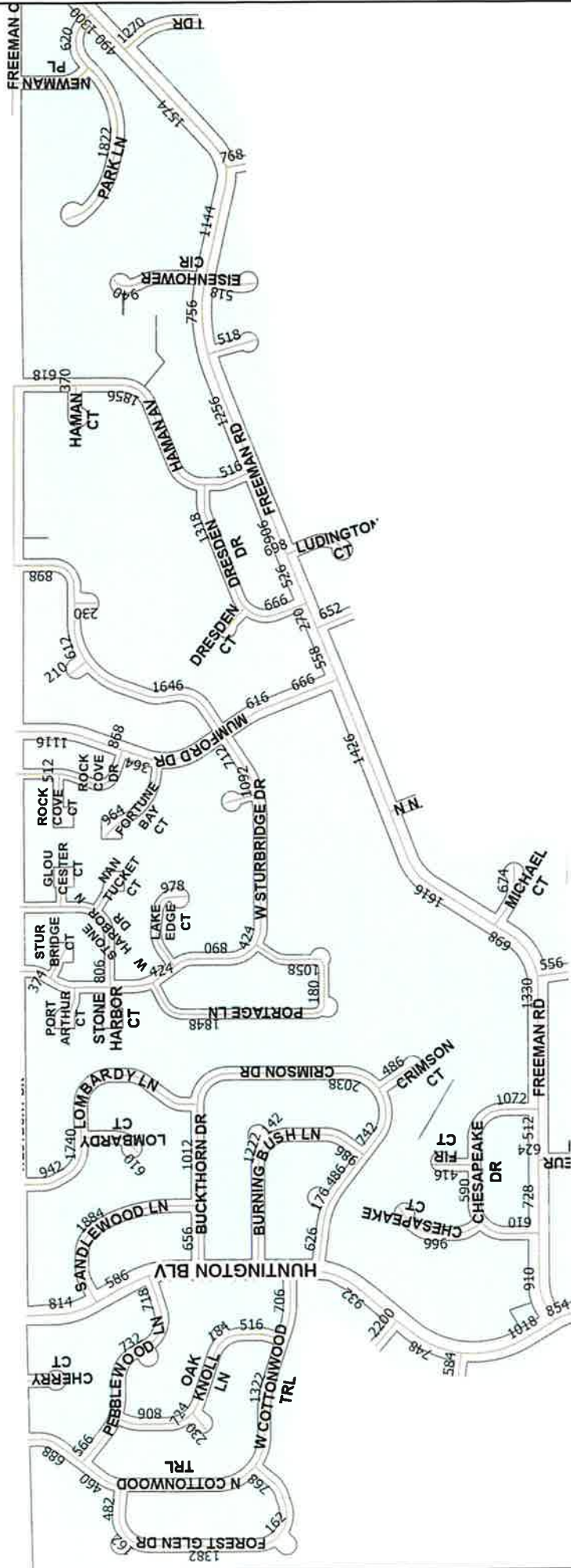


North Sweeping Map Area 3



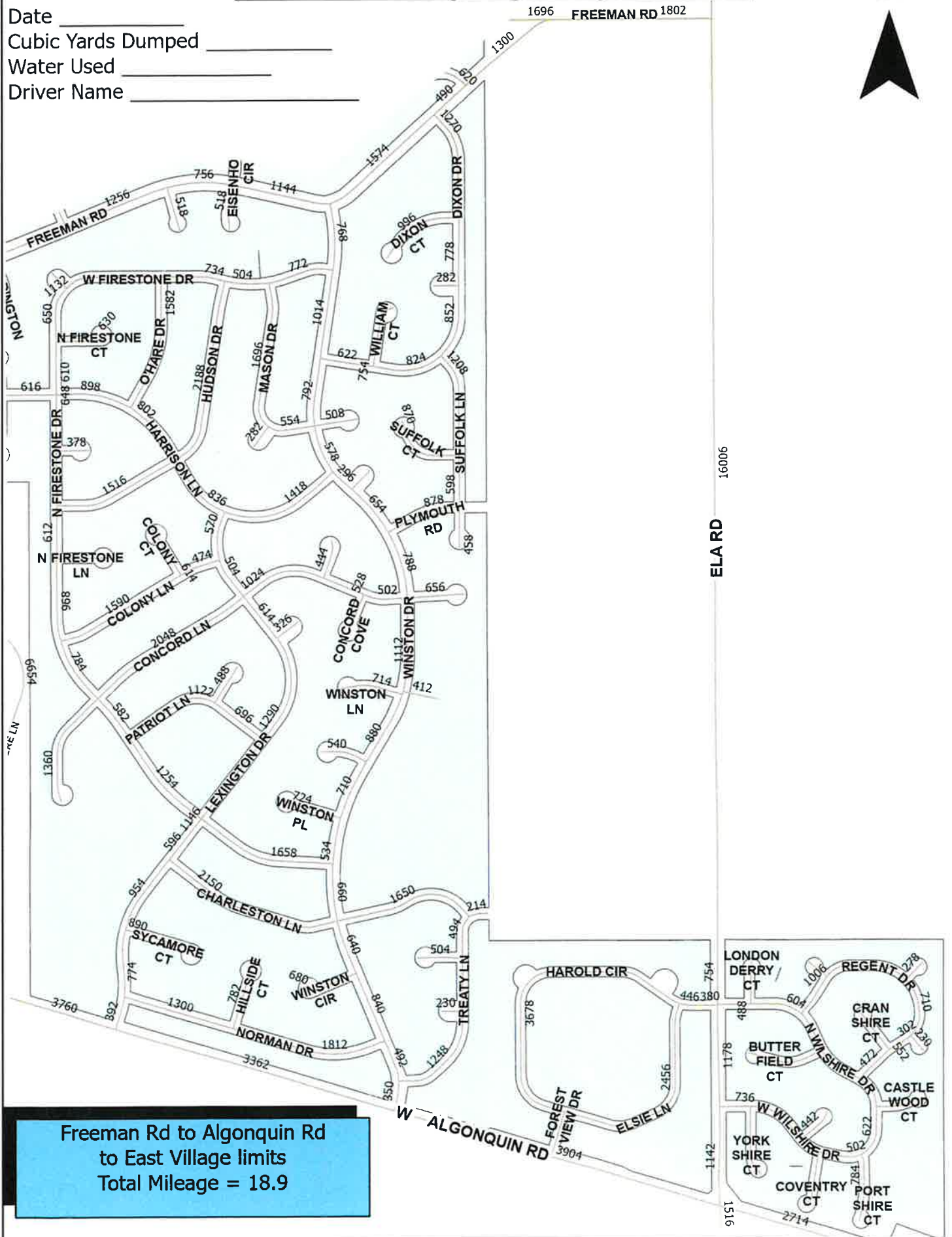
Date _____
 Cubic Yards Dumped _____
 Water Used _____
 Driver Name _____

Westbury to Freeman (both sides of
 Freeman)
 Total Mileage = 15.56

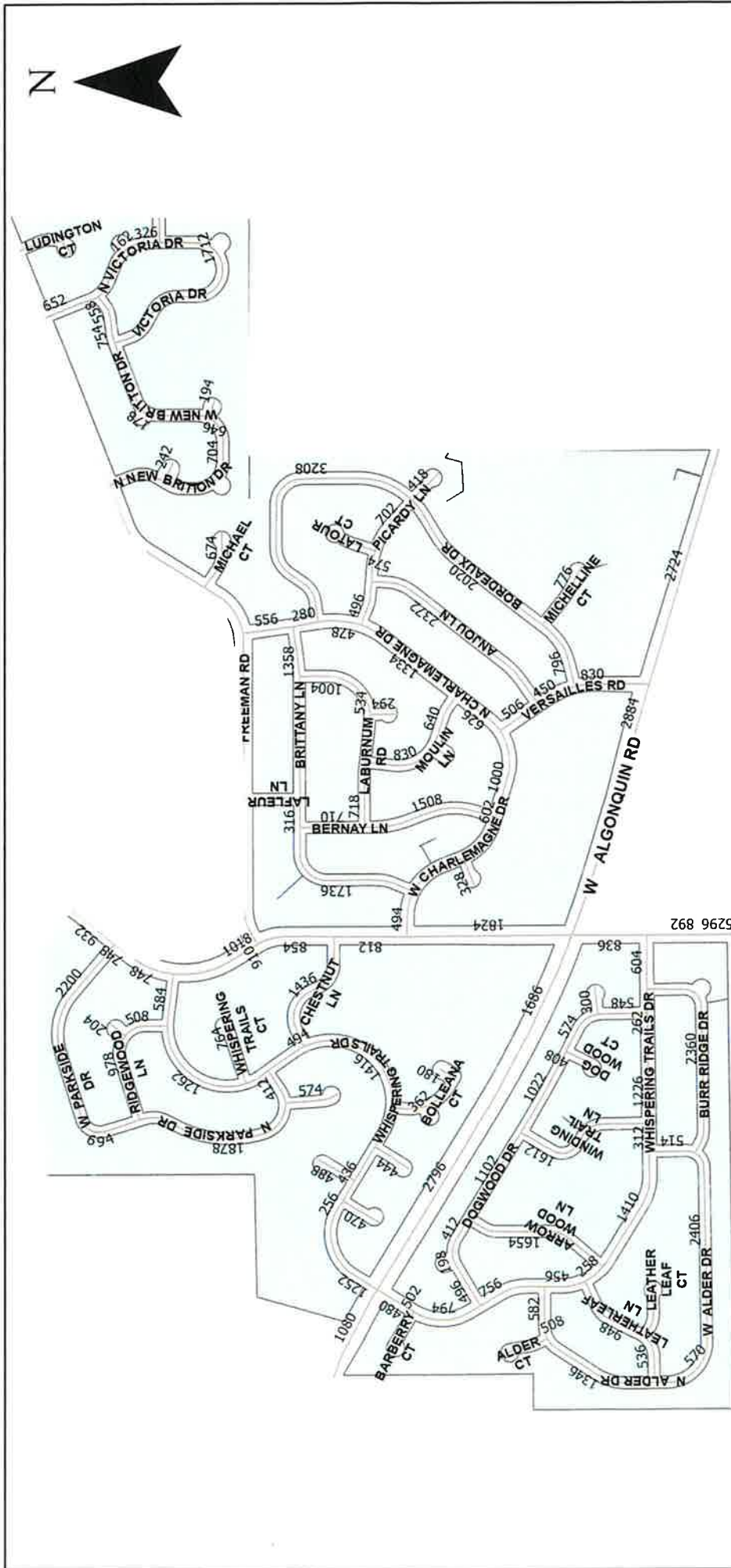


North Sweeping Map Area 4

Date _____
 Cubic Yards Dumped _____
 Water Used _____
 Driver Name _____



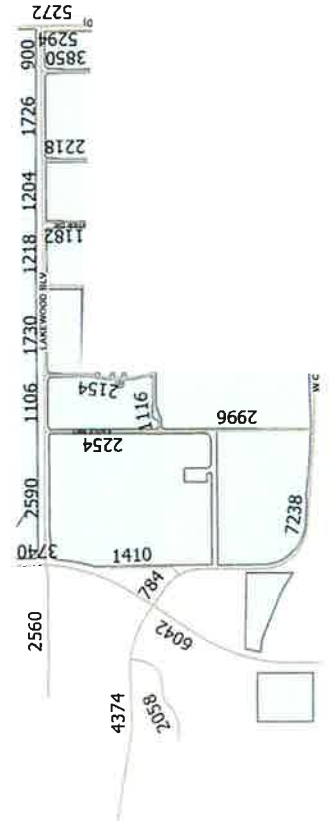
North Sweeping Map Area 5



Freeman Rd - South to Village limits
(Include Lakewood Blvd and Eagle Way)

Total Mileage = 20.96

Date _____
Cubic Yards Dumped _____
Water Used _____
Driver Name _____

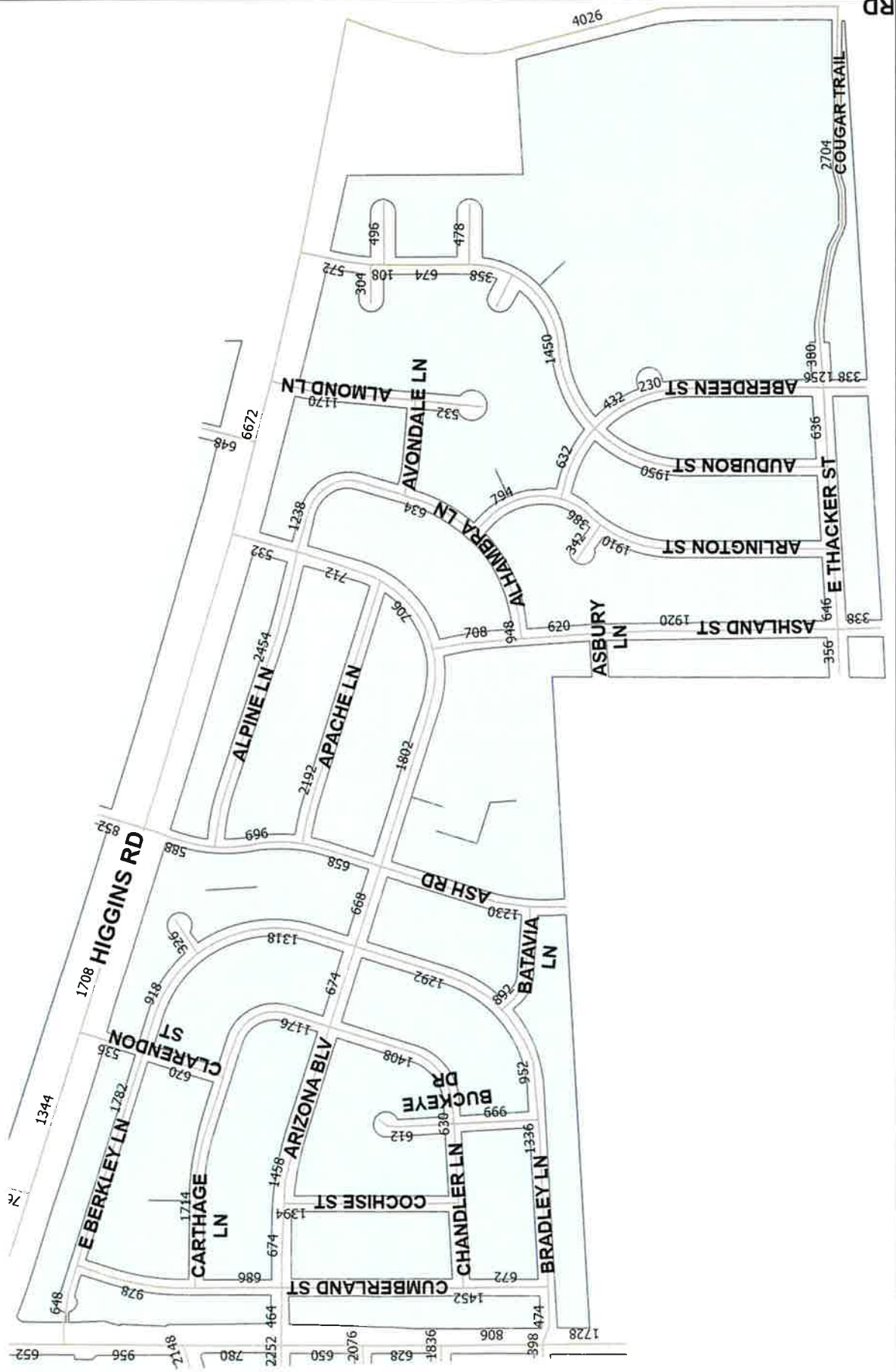


South Sweeping Map Area 1



Date _____
Cubic Yards Dumped _____
Water Used _____
Driver Name _____

Higgins to E Thacker
Roselle to east city limits
Total Mileage = 11.98

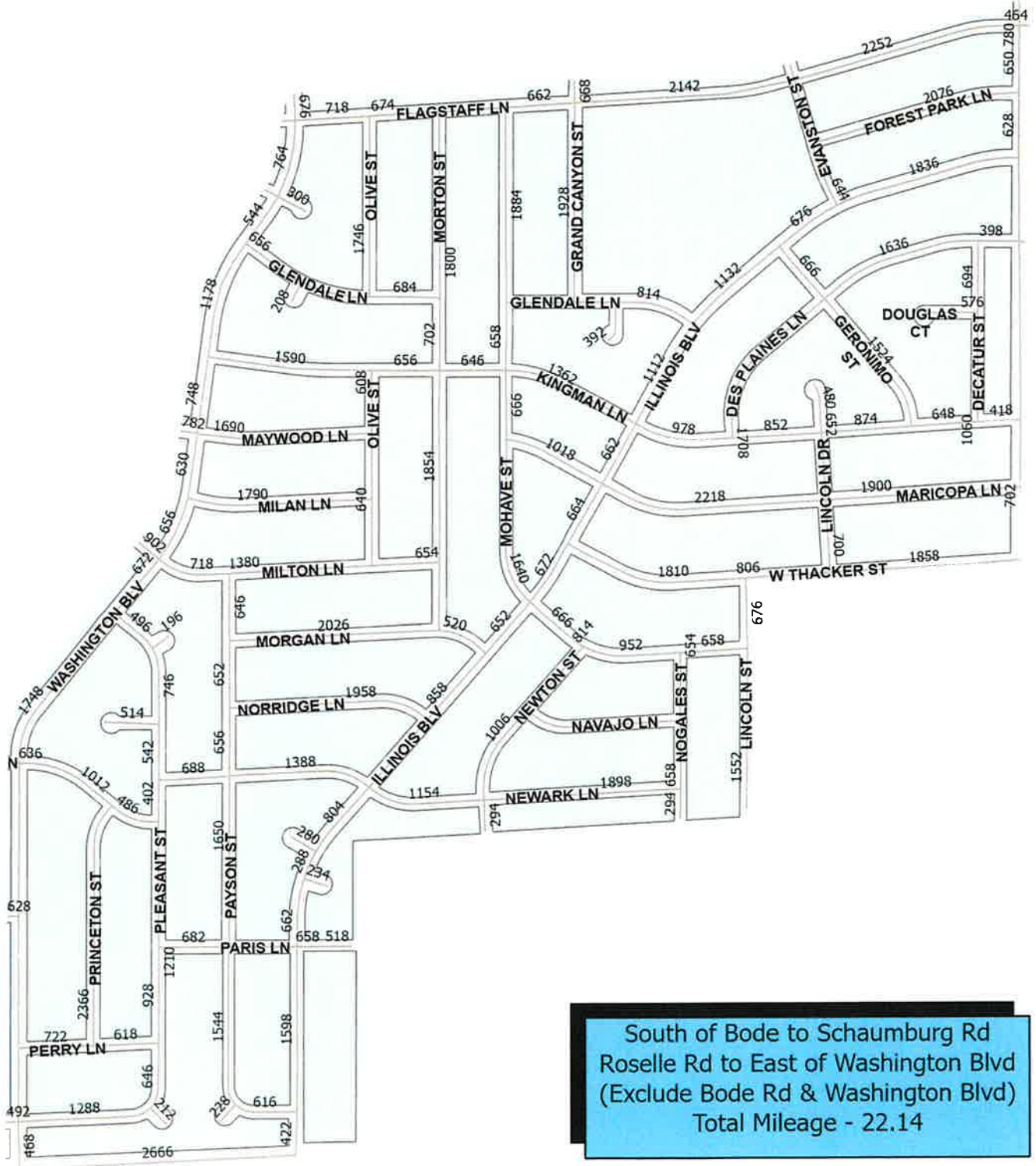


South Sweeping Map Area 2

N



Date _____
 Cubic Yards Dumped _____
 Water Used _____
 Driver Name _____



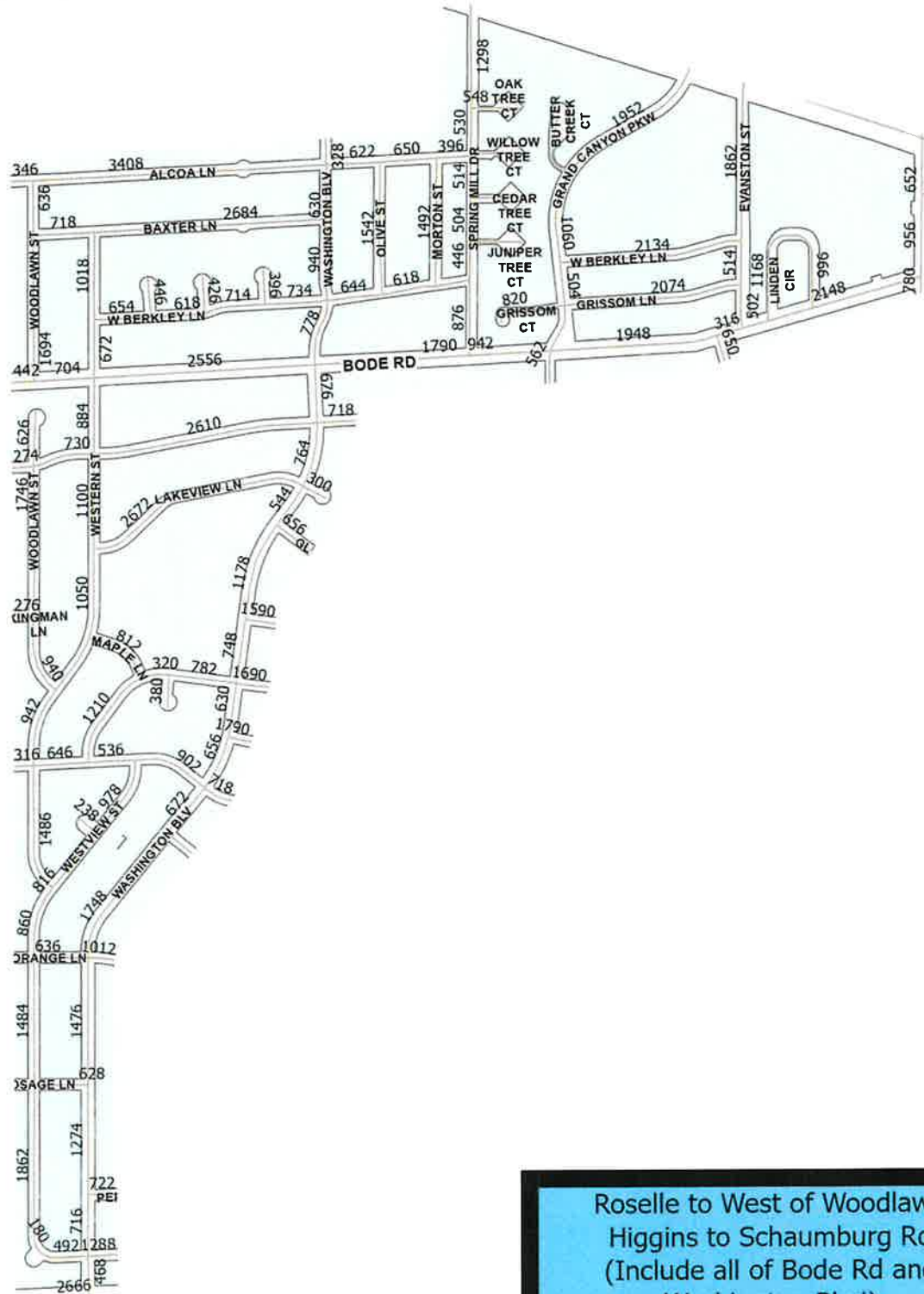
South of Bode to Schaumburg Rd
 Roselle Rd to East of Washington Blvd
 (Exclude Bode Rd & Washington Blvd)
 Total Mileage - 22.14

South Sweeping Map Area 3

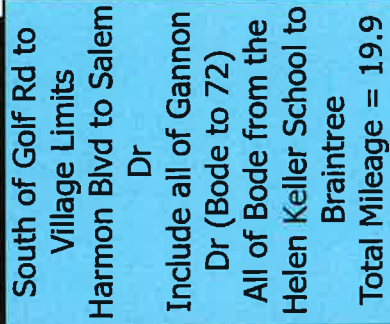
N



Date _____
 Cubic Yards Dumped _____
 Water Used _____
 Driver Name _____



Date _____
Cubic Yards Dumped _____
Water Used _____
Driver Name _____

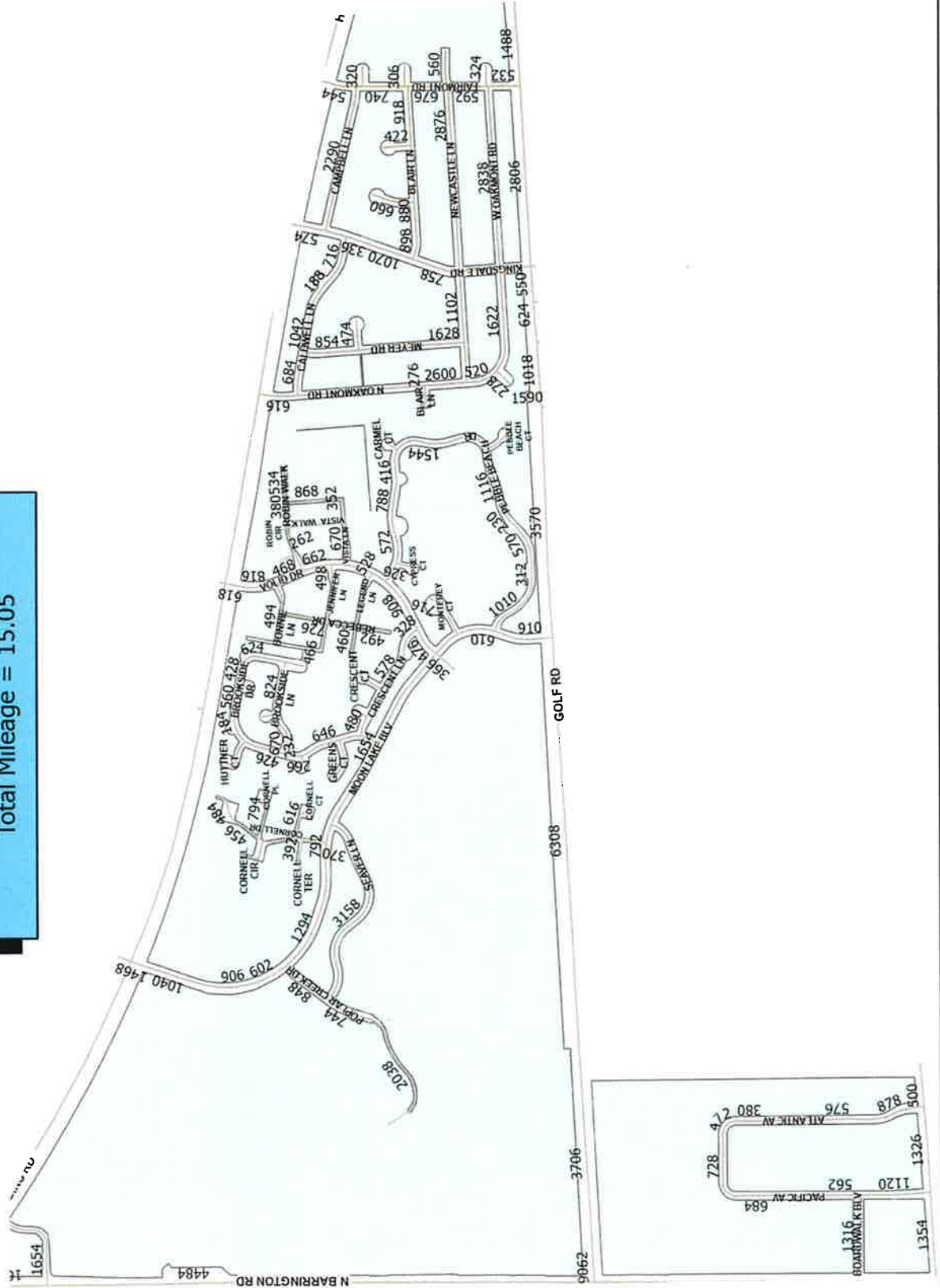


South Sweeping Map Area 5



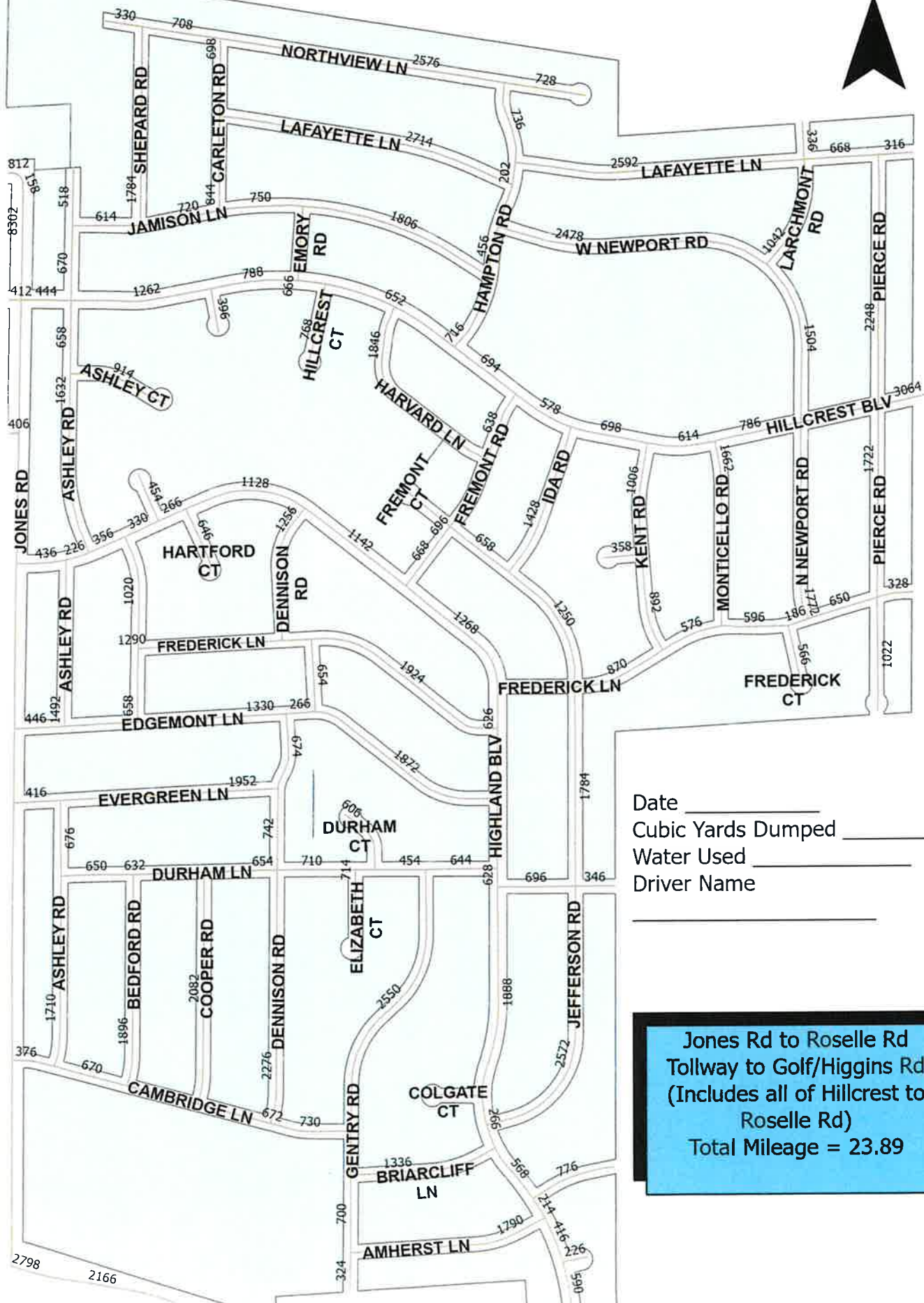
Date _____
 Cubic Yards Dumped _____
 Water Used _____
 Driver Name _____

Higgins to Golf from Moon Lake Blvd
 Fairmont Rd to Atlantic, Pacific, and
 Boardwalk Avenues (excludes Cornell
 Dr and private streets off Volid Dr)
 Total Mileage = 15.05



South Sweeping Map Area 6

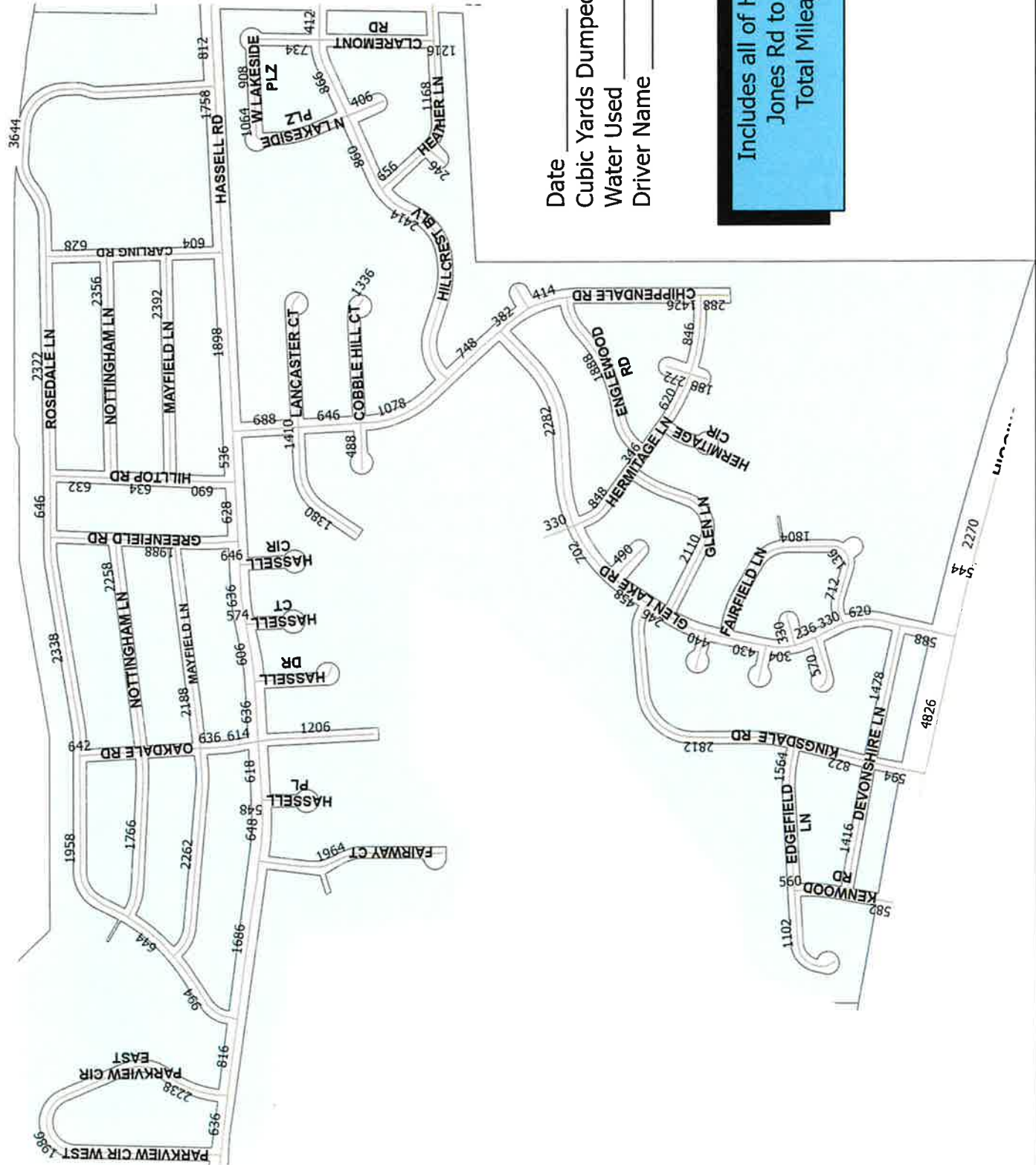
N



Date _____
 Cubic Yards Dumped _____
 Water Used _____
 Driver Name _____

Jones Rd to Roselle Rd
 Tollway to Golf/Higgins Rd
 (Includes all of Hillcrest to
 Roselle Rd)
 Total Mileage = 23.89

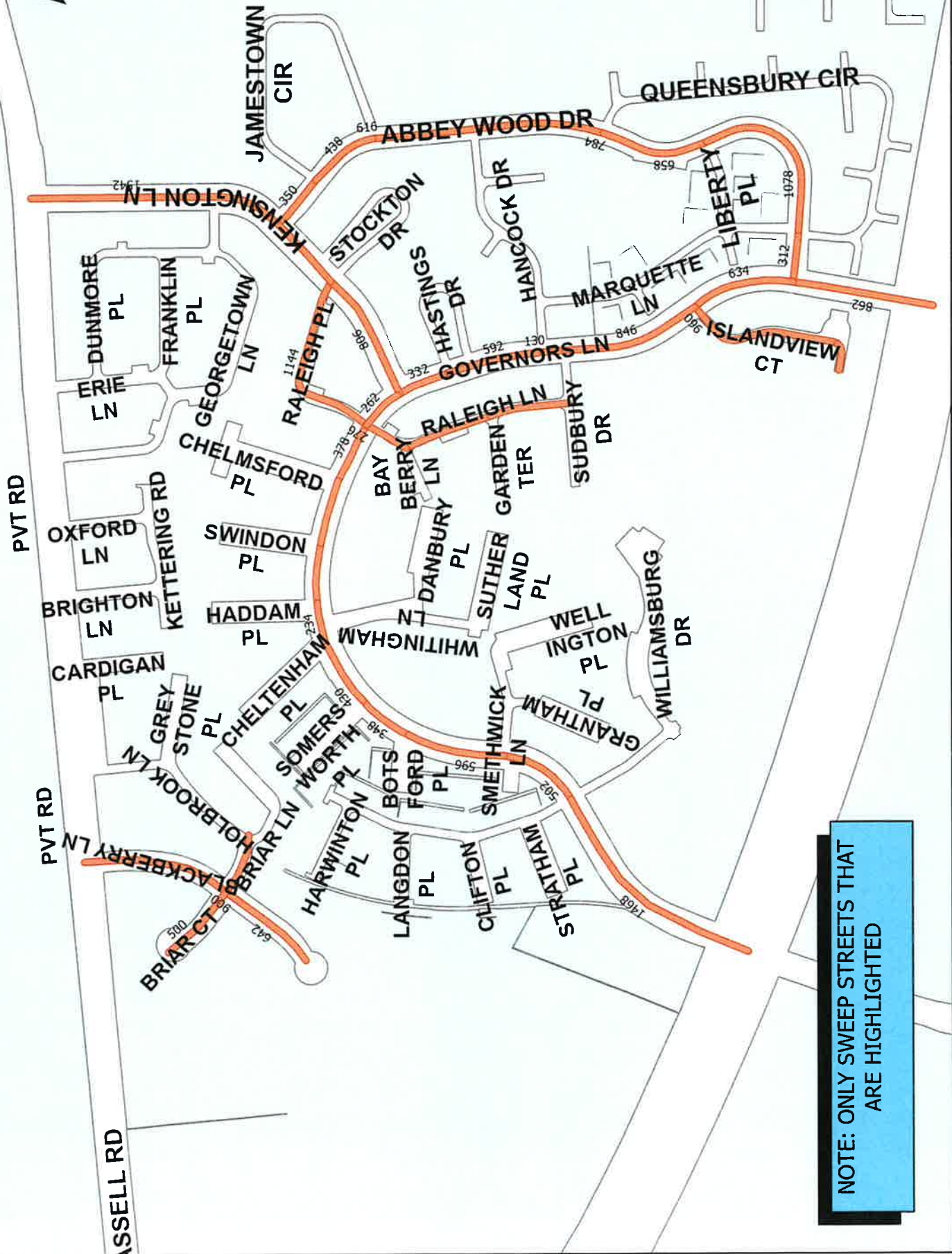
South Sweeping Map Area 7



Date _____
 Cubic Yards Dumped _____
 Water Used _____
 Driver Name _____

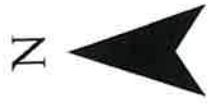
Includes all of Hassell Rd from
 Jones Rd to Village Hall
 Total Mileage = 20.6

South Sweeping Map Area 8: Barrington Square Area



NOTE: ONLY SWEEP STREETS THAT
ARE HIGHLIGHTED

South Sweeping Map Area 8

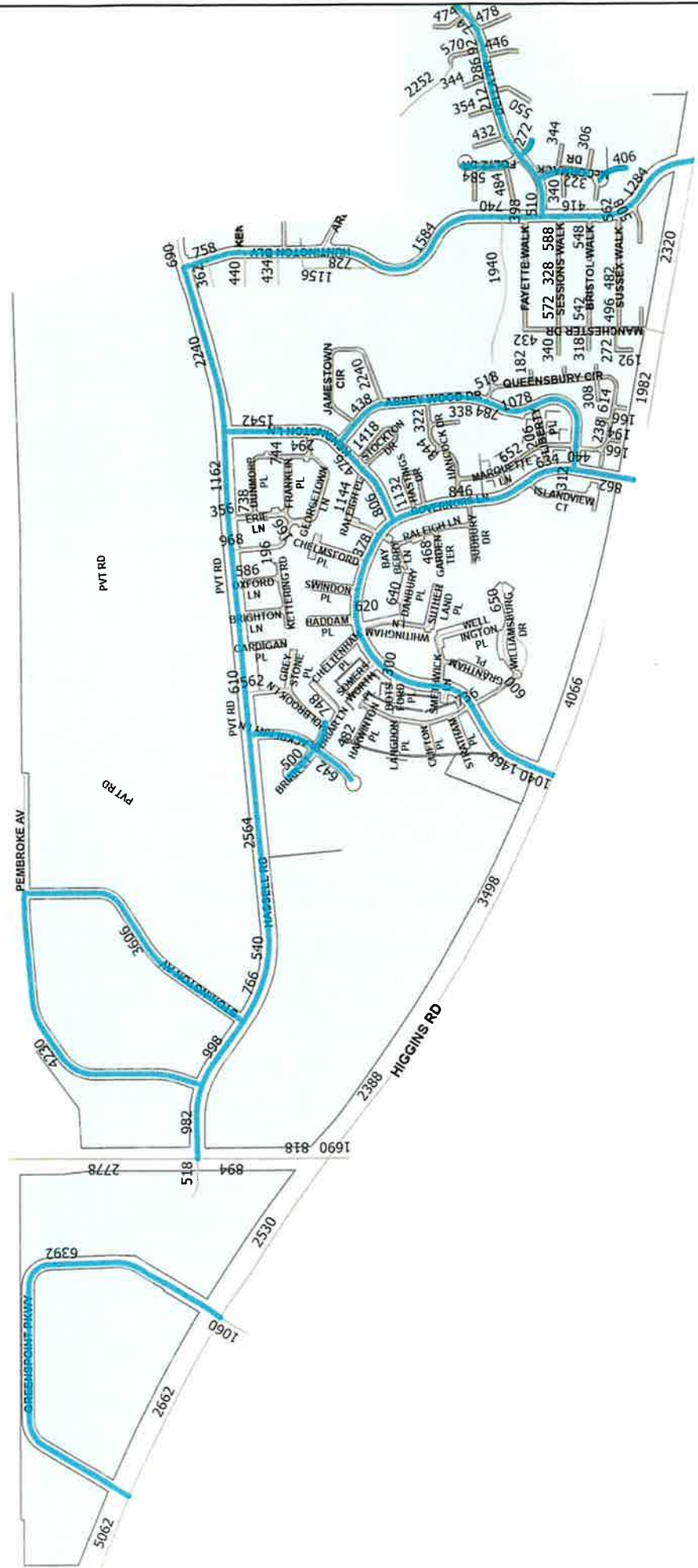


Start at Village Hall Parking Lot
Includes area South of Tollway to
Higgins Rd, Huntington Blvd to
Barrington Rd
and all of Greenspoint Pkwy

Please Note: SWEEP ALL STREETS
HIGHLIGHTED IN BLUE AS INDICATED

Total Mileage = 13

Date _____
Cubic Yards Dumped _____
Water Used _____
Driver Name _____

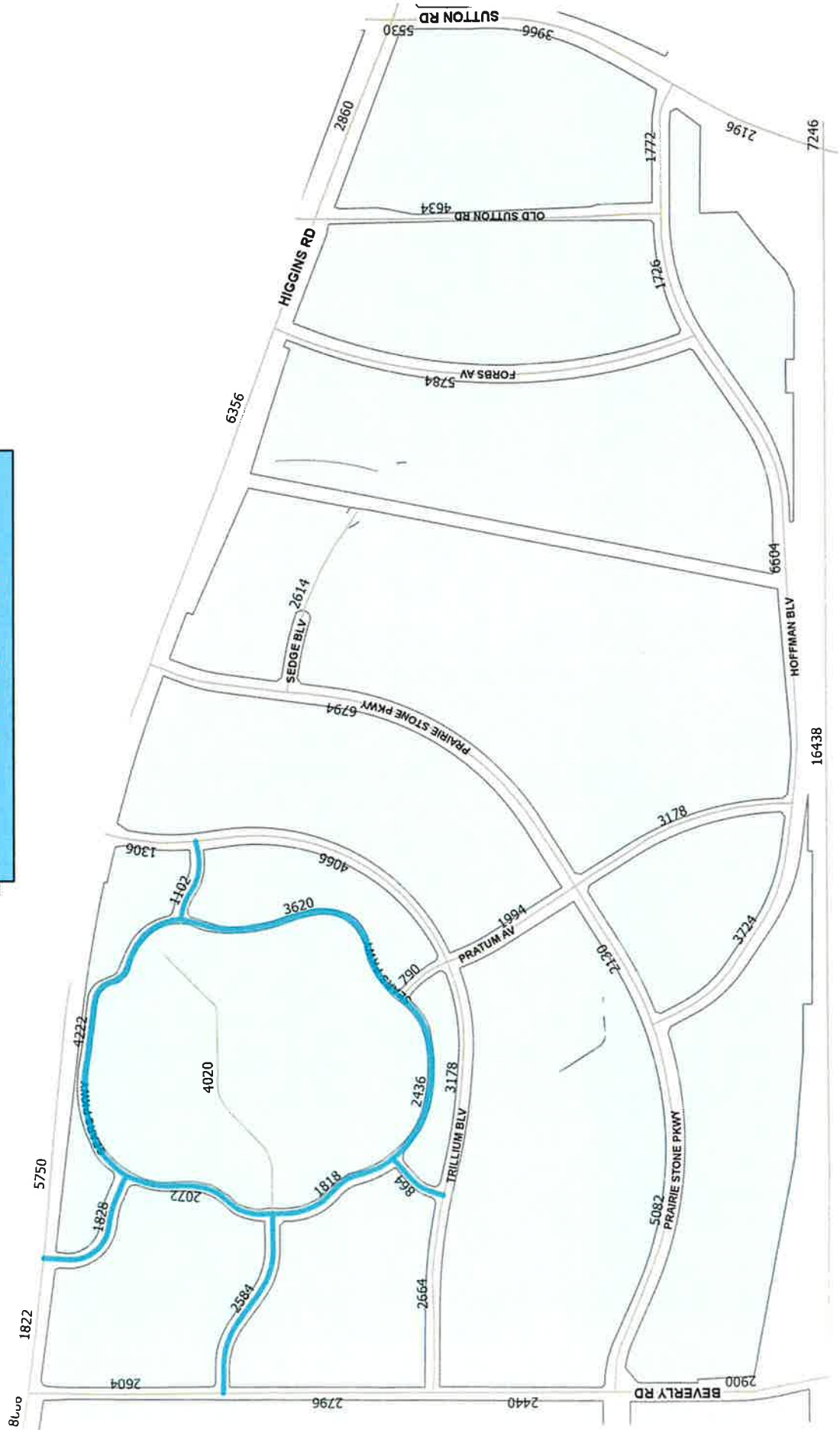


West Sweeping Map Area 1

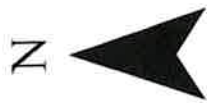
Date _____
Cubic Yards Dumped _____
Water Used _____
Driver Name _____

Note: DO NOT SWEEP blue highlighted streets

Total Mileage = 24.88

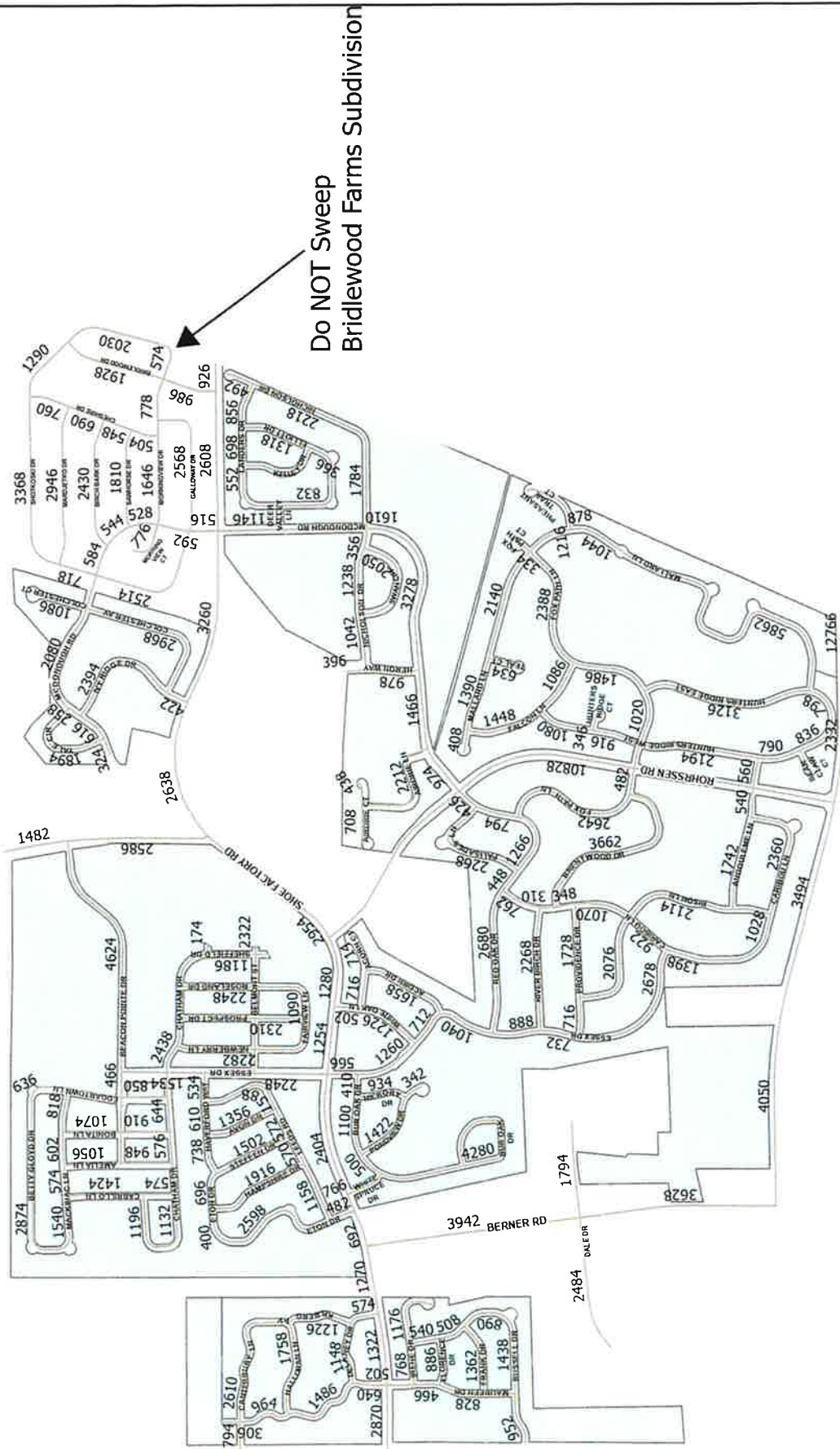


West Sweeping Map Area 2



Date _____
Cubic Yards Dumped _____
Water Used _____
Driver Name _____

Total Mileage = 29.69



VILLAGE OF HOFFMAN ESTATES, ILLINOIS											
TABULATION OF BIDS											
2026 Contracted Street Sweeping											
Bid Opening Date:		March 31st, 2026		Lakeshore Recycling System, LLC 5500 Pearl St Rosemont, IL 60018		No Bidder		No Bidder			
Bid Opening Time:		10:00 A.M.									
Attended By:		John Kovaka									
Title:		2026 Contracted Street Sweeping									
Proposal Guarantee:		Bid Bond or Check		Bid Bond		\$2,000.00					
2026 Service Year		Estimated Quantity		Unit Price		Total		Unit Price		Total	
LIST OF SERVICES PROVIDED		AMOUNT (CURB MILES)		PRICE/MILE		TOTAL		PRICE		TOTAL	
April, May, June		300		\$ 92.00		\$ 27,600.00					
July, Aug., Sept.		300		\$ 92.00		\$ 27,600.00					
April, May, June (Partial)		122		\$ 90.00		\$ 10,980.00					
Oct., Nov., Dec.		300		\$ 133.00		\$ 39,900.00					
Oct., Nov., Dec.		300		\$ 133.00		\$ 39,900.00					
*Extra Work: on Saturday's				\$ 92.00							
*Extra Work: Sundays/Holidays				\$ 133.00							
				Bid Total:		\$ 145,980.00		Bid Total:		\$ -	
2027 Service Year		Estimated Quantity		Unit Price		Total		Unit Price		Total	
LIST OF SERVICES PROVIDED		AMOUNT (CURB MILES)		PRICE/MILE		TOTAL					
April, May, June		300		\$ 95.00		\$ 28,500.00					
July, Aug., Sept.		300		\$ 95.00		\$ 28,500.00					
April, May, June (Partial)		122		\$ 94.00		\$ 11,468.00					
Oct., Nov., Dec.		300		\$ 139.00		\$ 41,700.00					
Oct., Nov., Dec.		300		\$ 139.00		\$ 41,700.00					
*Extra Work: on Saturday's				\$ 95.00							
*Extra Work: Sundays/Holidays				\$ 139.00							
				Bid Total:		\$ 151,868.00		Bid Total:		\$ -	
2028 Service Year		Estimated Quantity		Unit Price		Total		Unit Price		Total	
LIST OF SERVICES PROVIDED		AMOUNT (CURB MILES)		PRICE/MILE		TOTAL					
April, May, June		300		\$ 99.00		\$ 29,700.00					
July, Aug., Sept.		300		\$ 99.00		\$ 29,700.00					
April, May, June (Partial)		122		\$ 97.00		\$ 11,834.00					
Oct., Nov., Dec.		300		\$ 144.00		\$ 43,200.00					
Oct., Nov., Dec.		300		\$ 144.00		\$ 43,200.00					
*Extra Work: on Saturday's				\$ 99.00							
*Extra Work: Sundays/Holidays				\$ 144.00							
				Bid Total:		\$ 157,634.00		Bid Total:		\$ -	
		Bid Total (2026 Service Year):		\$ 145,980.00		\$ -		\$ -			
		Bid Total (2027 Service Year):		\$ 151,868.00							
		Bid Total (2028 Service Year):		\$ 157,634.00							
		Grant Total (2026 - 2028):		\$ 455,482.00		\$ -		\$ -			



AGENDA ITEM REPORT

Public Works & Utilities Committee
April 27, 2026
ITEM 4C

REQUEST: Approval of a Resolution authorizing an agreement with KLM Engineering Inc., Woodbury, Minnesota, for design and construction engineering for the rehabilitation of water tower T-2 in an amount not to exceed \$89,480.

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

ITEM TYPE: Resolution - Committee

REQUEST SUMMARY

Water tower T-2, located at 2150 Stonington Avenue, was constructed in 1972 and has a storage capacity of 400,000 gallons. The tank serves as the primary control point for water distribution within the South pressure zone. An April 2016 inspection report prepared by Dixon Engineering recommended full interior and exterior rehabilitation of the coating system. Rehabilitation work was subsequently planned for 2020, but the project was deferred due to complications associated with the COVID-19 pandemic.

The original coating system on T-2 is an aluminum alkyd finish, which gives the tank its distinct silver appearance, but also includes lead-based paint. The proposed project includes full exterior removal of the existing coating system, including the lead-based product, and repainting to match the Village's other recently rehabilitated elevated tanks, including T-5 and T-4. Proactive maintenance of the Village's elevated water storage facilities is essential to preserving the long-term integrity and reliability of this critical infrastructure.

The project scope for T-2 rehabilitation includes preparation of design specifications, bidding assistance, construction observation and inspection, project management, and warranty inspection of the completed coating system. To undertake this work, the Village issued a Request for Proposals (RFP) on January 30, 2026, seeking engineering consultants with experience in this specialized area. Three proposals were received and evaluated by staff based on project approach and understanding, relevant experience, and proposed schedule. Following that review, staff determined that KLM Engineering, Inc. was the most qualified firm to complete the project. Although the Village has not previously worked with KLM Engineering, the firm's experience on similar projects for other municipalities and favorable reference checks support staff's recommendation.

FINANCIAL IMPACT

The full T-2 rehabilitation budget in the FY2026 Water and Sewer Capital Improvement Fund is \$900,000. The proposed design and construction engineering cost of \$89,480 is within the anticipated project cost.

RECOMMENDATION

Approval of a Resolution authorizing an agreement with KLM Engineering Inc., Woodbury, Minnesota, for design and construction engineering for the rehabilitation of water tower T-2 in an amount not to exceed \$89,480.

ATTACHMENTS

1. RESOLUTION T-2 REHABILITATION
2. T-2 PSA and COI
3. T-2 CIP Overview

RESOLUTION NO. ____ - 2026
VILLAGE OF HOFFMAN ESTATES
APPROVAL OF A RESOLUTION AUTHORIZING AN AGREEMENT WITH
KLM ENGINEERING INC., WOODBURY, MINNESOTA, FOR DESIGN AND CONSTRUCTION
ENGINEERING FOR THE REHABILITATION OF
WATER TOWER T-2 IN AN AMOUNT NOT TO EXCEED \$89,480

WHEREAS, the Village of Hoffman Estates (“Village”) is a home-rule municipality located in Cook County, Illinois; and

WHEREAS, the Village owns and maintains elevated water storage facilities as part of its critical water distribution infrastructure; and

WHEREAS, the regular inspection, maintenance, and rehabilitation of such facilities is necessary to preserve their operational integrity and extend their useful life; and

WHEREAS, an inspection report prepared in 2016 identified water tower T-2 as being in need of rehabilitation; and

WHEREAS, the Village solicited proposals from specialized consulting engineering firms capable of providing design and construction engineering services for the rehabilitation of water tower T-2, and evaluated such proposals based on project approach and understanding, relevant experience, and proposed schedule; and

WHEREAS, following review of the proposals received, staff determined that KLM Engineering, Inc. is the most qualified firm to perform the required services and best able to meet the needs of the Village; and

WHEREAS, the Corporate Authorities find and determine that it is in the best interests of the Village to approve an agreement with KLM Engineering, Inc. for design and construction engineering services related to the rehabilitation of water tower T-2 in an amount not to exceed \$89,480.

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

Section 1: RECITALS. The facts and statements contained in the preamble of this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2: APPROVAL OF AGREEMENT. The President and Board of Trustees hereby approve the selection of KLM Engineering, Inc. for design and construction engineering services of the T-2 Rehabilitation in the amount of \$89,480.

Section 3: AUTHORIZATION TO EXECUTE AGREEMENT. The President or Village Manager is hereby authorized to execute the Agreement attached hereto as Exhibit A, incorporated herein and made part hereof by reference, and to execute any other documents in furtherance of this Resolution in accordance with the Village Code and state and federal law.

Section 4: EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

RESOLVED THIS _____ day of _____, 2026

VOTE	AYE	NAY	ABSENT	ABSTAIN
Trustee Karen V. Mills	_____	_____	_____	_____
Trustee Anna Newell	_____	_____	_____	_____
Trustee Gary J. Pilafas	_____	_____	_____	_____
Trustee Gary G. Stanton	_____	_____	_____	_____
Trustee Karen Arnet	_____	_____	_____	_____
Trustee Patrick Kinnane	_____	_____	_____	_____
President William D. McLeod	_____	_____	_____	_____

APPROVED THIS _____ DAY OF _____, 2026

Village President

ATTEST:

Village Clerk

VILLAGE OF HOFFMAN ESTATES

This Professional Services Agreement (the “Agreement”) is made and entered into this 5th day of May, 2026, by and between the VILLAGE OF HOFFMAN ESTATES, ILLINOIS, a municipal corporation located at 1900 Hassell Road, Hoffman Estates, IL (“Village”) and KLM Engineering Inc., with a principal place of business at 1976 Wooddale Dr., Suite 4 Woodbury, MN 55125 (“Contractor”) and sets forth the terms and conditions under which Contractor agrees to perform certain land surveying services as set forth below.

This Agreement is made pursuant to Hoffman Estates procurement process and Contractor’s Proposal dated February 12th, 2026 attached hereto as Exhibit A and incorporated herein by reference.

1. SERVICES

Contractor will complete services as outlined in Exhibits A.

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

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

2. TERM AND TERMINATION

This Agreement shall be effective and binding upon execution. The parties agree that the time for completion of the services outlined in Exhibit A is December 31st, 2026. Failure to complete the services outlined in Exhibit A shall be considered a breach of this Agreement unless an extension is agreed to in writing by both parties.

3. FEES AND PAYMENT TERMS

The total cost for services shall not exceed \$89,480.

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

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

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

4. RELATIONSHIP OF THE PARTIES

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

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

5. STANDARD OF PERFORMANCE AND ACCEPTANCE

Work must comply with rules & regulations outlined by Village Of Hoffman Estates Construction Standards Manual.

6. INSURANCE

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

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

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

7. INDEMNIFICATION

Contractor shall indemnify and hold harmless the Village, and all of its officers, directors, partners, officers, agents, representatives and employees of the foregoing from and against any and all losses, claims, liabilities, damages, costs, and expenses (including, without limitation,

reasonable attorneys' fees and court costs) arising out of, in connection with or resulting from: (i) the failure to comply with any applicable law or regulation or breach of this Agreement by Contractor or any of its employees, agents or contractors; (ii) performance of Services by Contractor or any of its employees, agents or contractors; (iii) the acts or omissions, including negligence or willful misconduct, of Irwin or any of its employees, agents or contractors. Nothing in this Section shall be construed as a waiver of Village's rights to choose its own counsel to defend any claim arising under this Agreement. This Section shall survive the expiration or earlier termination of this Agreement.

8. ASSIGNMENT AND SUBCONTRACTING

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

9. NOTICE

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

If to Village: Village of Hoffman Estates
Eric Palm, Village Manager
1900 Hassell Rd.
Hoffman Estates, IL 60169

If to Contractor: KLM Engineering, INC.
James Creed, Great Lakes Regional Manager
1976 Wooddale Dr., Suite 4
Woodbury, MN 55125

10. GOVERNING LAW AND VENUE

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

11. COMPLIANCE WITH LAWS

Each party hereto covenants and agrees to comply with all applicable federal, state, and local laws, codes, ordinances, rules and regulations. Additionally, the Parties acknowledge that this project is a covered public works project under the Illinois Prevailing Wage Act 820 ILCS 130/ and agree to comply with all applicable requirements of said Act.

12. SEVERABILITY

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

13. WAIVER

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

14. ENTIRE AGREEMENT

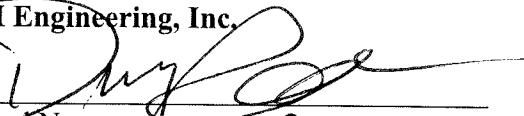
This Agreement constitutes the entire agreement and understanding of the parties with regard to the subject matter contained herein and supersedes all prior agreements and understandings between the parties dealing with such subject matter, whether written or oral. No agreement hereafter made between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

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

The Village of Hoffman Estates

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

~~KLM~~ Engineering, Inc.

By: 
Printed Name: Drewy Prinzing
Title: VP of Business Development
Date: 04-21-2020



Hoffman Estates, Illinois

**Proposal for
Reconditioning Services**

February 12, 2026

February 12, 2026

Sent via Email Only

Ryan Christensen
Superintendent of Water and Sewer
Village of Hoffman Estates
1900 Hassel Road
Hoffman Estates, Illinois 60169

RE: 400,000-Gallon Single Pedestal "Stonington Water Reservoir"
Hoffman Estates, Illinois

Dear Mr. Christensen,

Thank you for considering KLM Engineering for your water tank rehabilitation project. Choosing the right consultant and inspection partner is critical to protecting your investment, we bring unmatched expertise and proven results to your project.

We are proud to be **ISNetworld compliant** and one of only **17 AMPP QP5–accredited inspection firms in the United States**—a distinction that demonstrates our commitment to the highest standards of safety and quality. Our team combines decades of experience with specialized credentials in **AWS welding** and **AMPP coating inspections**, ensuring every aspect of your project is executed with precision.

Since the 1970s, KLM has set the benchmark for water storage tank inspections. Collectively, our professionals offer **over 150 years of experience**, and our rigorous inspection process helps coating systems achieve their full-service life of **25–30 years**. This saves municipalities millions on long-term maintenance costs.

KLM is trusted nationwide by engineers, owners, and contractors for our uncompromising quality standards. Our inspectors are on-site daily, documenting progress and holding contractors accountable to specifications. This dedication has earned KLM awards and national recognition in our industry, including annual features in **Tnemec's Tank of the Year calendar**.

We look forward to partnering with Hoffman Estates to deliver a successful, cost-effective project that stands the test of time.

Sincerely Yours,



KLM ENGINEERING, INC.

James Creed
Great Lakes Regional Manager
338 Alana Drive
New Lenox, IL 60451
Cell: 630-453-9838
Email: jcreed@klmengineering.com

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DISCLAIMER:

The information in this proposal is confidential, may be legally privileged, and is intended for the sole use of the Owner. Access to this proposal by another company is not permitted. If you are not the intended recipient, any disclosure, copying, distribution of any action taken or committed in reliance on it is prohibited.

PROJECT PROFILES

KLM has an unparalleled record of consistently delivering successful projects like yours. KLM has planned, designed and performed inspection services during the refurbishing of water tanks for the past thirty (30) years. The longevity of the coatings system of our projects is what we are most proud of. What owners most appreciate is the return-on-investment KLM brings to each new construction or rehabilitation project. This section highlights projects KLM has completed.



City of Urbana, IL Urbana Tank | 2.0 MG GSR

Reconditioning - Inspection Services | 2025



City of Wauconda, IL Tower No.4 | 0.5 MG Single Pedestal

Reconditioning - Inspection Services | 2025



City of Tinley Park, IL Post 11 Water Tower | 1.0 MG Hydropillar

Reconditioning - Inspection Services | 2025
Evaluation | 2022



City of West Chicago, IL
Fremont Tower | 0.25 MG Double Ellipsoidal

Reconditioning - Inspection Services | 2024



City of Tolono, IL
Holden Street Reservoir | 0.65 MG GSR

Reconditioning - Inspection Services | 2024
Evaluation | 2022



City of Naperville, IL
New Standpipe | 2.0 MG Standpipe

Reconditioning - Inspection Services | 2024
Evaluation | 2023



City of La Grange, IL
Gordon Park Tower | 1.5 MG Single Pedestal

Reconditioning - Inspection Services | 2024
Evaluation | 2022



City of Justice-Willow Springs, IL
High Tank | 1.0 MG Hydropillar

Reconditioning - Inspection Services | 2022
Evaluation | 2021



City of Joliet, IL
Laraway Tower | 1.0 MG Toro Ellipsoidal

Reconditioning - Inspection Services | 2022
Evaluation | 2021



City of West Chicago, IL
Booster No.8 | 0.5 MG GSR

Reconditioning - Inspection Services | 2022



City of West Chicago, IL
Booster No.4 Reservoir | 0.5 MG GSR

Reconditioning - Inspection Services | 2022

REFERENCES

The following is a summary list of the projects from the past five (5) years. Additional references can be provided upon request.

Reconditioning Projects

DeKalb, IL
2,000,000 Gallon Hydropillar
Owner/Client: City of DeKalb, IL
Contact: Bryan Faivre 815-748-2030

Joliet, IL
1,000,000 Gallon Toro Ellipsoidal
Owner/Client: City of Joliet, IL
Contact: Nicholas Gornick 815-724-3625

Naperville, IL
2,000,000 Gallon Standpipe
Owner/Client: City of Naperville, IL
Contact: Patrick O'Malley 630-420-6681

Tinley Park, IL
1,000,000 Gallon Hydropillar
Owner/Client: City of Tinley Park, IL
Contact: Joe Fitzpatrick 708-444-5535

Urbana, IL
2,000,000 GSR
Owner/Client: City of Urbana, IL
Contact: John Moore 309-265-7833

West Chicago, IL
500,000 Gallon GSR
Owner/Client: City of West Chicago, IL
Contact: Rocky Horvath WC 630-293-2255

Elgin, IL
1MG and 5MG GSR
Owner/Client: City of Elgin, Illinois
Contact: Nora Bertram 847-931-6477

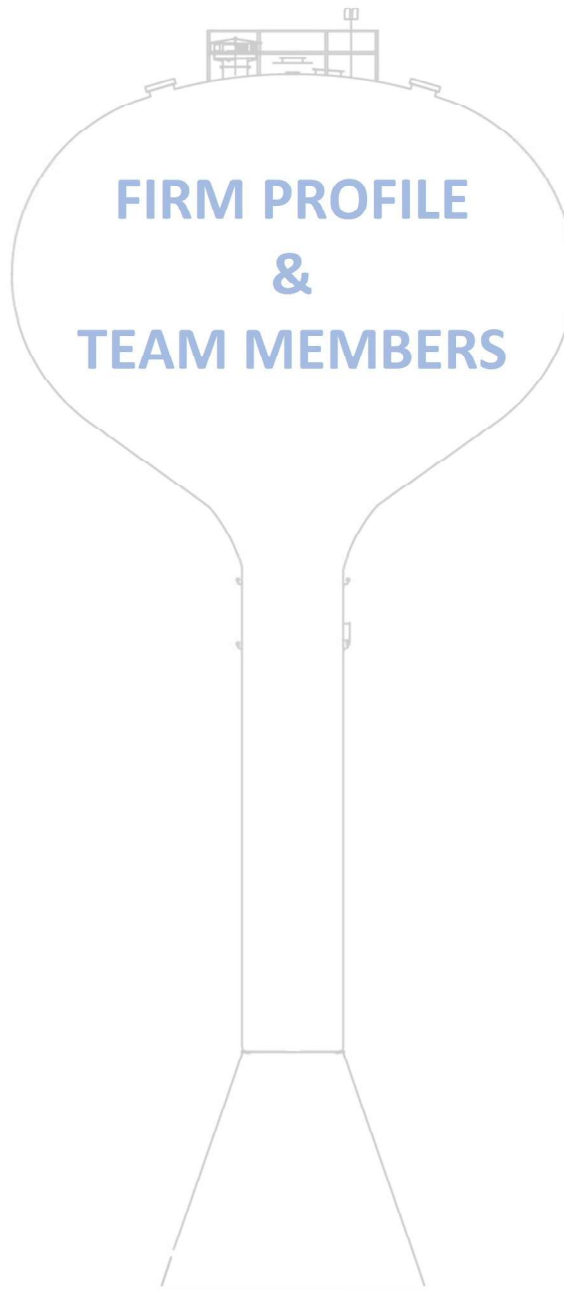
La Grange, IL
1,500,000 Gallon Single Pedestal
Owner/Client: City of La Grange, IL
Contact: Charles Brunner 815-459-1260

Norridge, IL
250,000 Gallon Single Pedestal
Owner/Client: City of Norridge, IL
Contact: Joe Spain 708-453-0800

Tolono, IL
650,000 Gallon GSR
Owner/Client: City of Tolono, IL
Contact: Ron Ragel 217-552-7040

Wauconda, IL
500,000 Single Pedestal
Owner/Client: City of Wauconda, IL
Contact: Christopher Bouchard 224-294-2036

Willow Springs, IL
1,000,000 Gallon Hydropillar
Owner/Client: City of Willow Springs, IL
Contact: Colleen Kelly 708-325-5276



ABOUT US

Founded in 1995, by our current principles, **KLM Engineering, Inc.** is a consulting and inspection firm. On average, we complete over 150 water storage projects each year for clients across the United States. KLM specializes in:

- ◆ Inspection services on new and reconditioned elevated water tanks, ground storage reservoirs, water treatment plants, wastewater treatment plants and concrete tanks.
- ◆ Evaluations of existing concrete and steel storage tanks, pressure vessels, filter tanks and other related structures.
- ◆ Design Build services.
- ◆ Development of project specifications for tank rehabilitation/lead paint abatement and disposal.
- ◆ CWI Welding inspection.
- ◆ Interior and exterior tank cleanings.
- ◆ Non-destructive testing.
- ◆ Antenna lease reviews, drawing reviews, removal and installation inspections.
- ◆ Wastewater treatment plant inspection services.

Our Engineers Are:

- ◆ Experienced in design and structure modifications.
- ◆ Experienced at examining existing tanks regarding corrosion, structure integrity and fitness for continued service.
- ◆ Professional Engineers with practical knowledge of current designs and code requirements.

Our Inspectors Are:

- ◆ Association for Materials Protection and Performance (AMPP), formerly NACE, trained/certified protective coating inspectors.
- ◆ American Welding Society (AWS) associate/certified welding inspectors.
- ◆ Experienced journeyman painters, climbers and riggers with proven abilities to perform proper hands-on inspections and testing.
- ◆ Experienced in project management and enforcement of specifications for quality control and lead abatement.

REGIONAL OFFICES

- ◆ Headquarters | Woodbury, Minnesota
- ◆ Great Lakes Region | New Lenox, Illinois
- ◆ West Central Region | Blue Springs, Missouri

INSURANCE COVERAGE

Our firm maintains general liability, automotive, professional liability insurance and workers compensation. A certificate of insurance, listing the client as additional insured, will be provided upon execution of a contract.

PROFESSIONAL AFFILIATIONS

Association & Corporate Affiliations



Local Association Affiliations

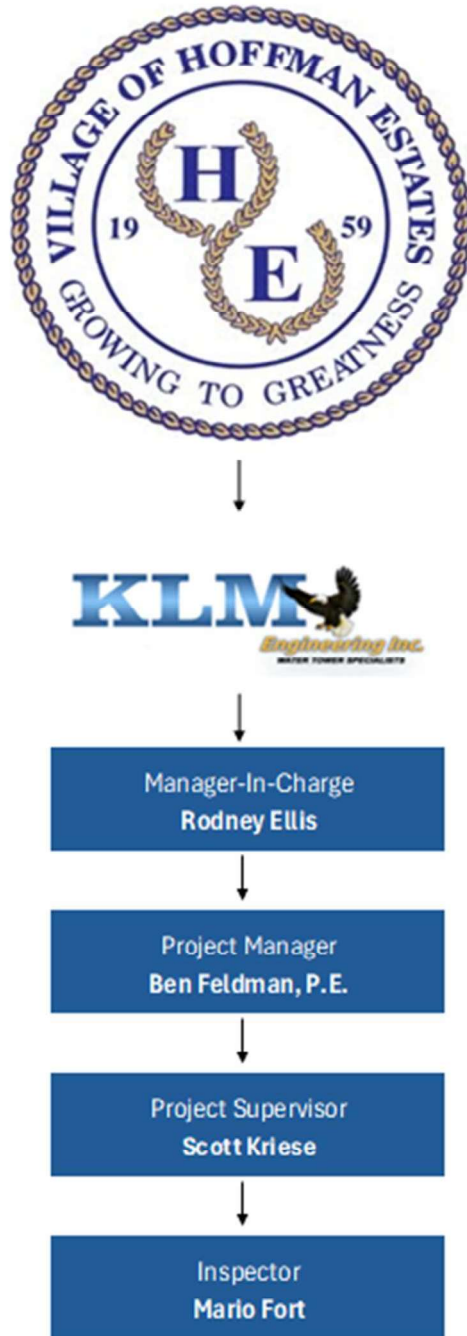


Charities



PROJECT TEAM CHART

Designed Specifically For:



PROJECT-SPECIFIC TEAM MEMBER RESUMES



Rodney Ellis | Vice President/COO

☎ 612-810-0956 @ rellis@klmengineering.com



Education, Experience & Certifications

- ◆ Mount Senario College
- ◆ Federal Department of Natural Resources
- ◆ OSHA 30
- ◆ Certified Competent Climber
- ◆ NACE/AMPP Level 3 #1686
 - 37 Years Certified Experience
- ◆ AWS Weld Inspection Certified #04040311
 - 29 Years Certified Experience
- ◆ AMPP Concrete Coating Inspector Level 1

KLM Projects

City of Valley Center, KS
Reconditioning of 0.75MG Composite



City of Moorhead, MN
New Construction of 0.75MG Composite



City of Andover, MN
Reconditioning of 1.0MG Hydropillar

City of Brighton, CO
New Construction of 2.0MG Composite

City of Prior Lake, MN - South Tower
Reconditioning of 0.75MG Toro Ellipsoidal

City of Des Moines, IA
Reconditioning of 4.1MG Standpipe

City of Hinckley, MN
Reconditioning of 0.3MG Single Pedestal

City of Joliet, IL
Reconditioning of 1.0MG Toro Ellipsoidal

City of Rogers, AR
Reconditioning of 2.0MG Toro Ellipsoidal

City of Verndale, MN
New Construction of 0.075MG Hydrocone

City of Parshall, ND
New Construction of 0.5MG Composite

City of Lawrence, KS
Reconditioning of 1.5MG Ground Storage Tank



Ben Feldman, PE | Mgr of Engineering

☎ 651-773-5111

@ bfeldman@klmengineering.com



Education, Experience & Certifications

- ◆ University of Minnesota - Twin Cities
 - BS Civil Engineering
 - Minor in Business Management
 - Men's Crew
- ◆ OSHA 10
- ◆ Licensed Professional Engineer
 - Minnesota License No. 49598
 - Colorado License No. 57334
 - South Dakota License No. 16938
- ◆ MN AWWA Awards Committee Co-Chair
 - Past Secretary-Treasurer

KLM Projects

City of Hastings, MN

Reconditioning of 0.75MG Hydropillar

City of Brighton, CO

New Construction of 2.0MG Composite

City of Hinckley, MN

Reconditioning of 0.15MG Double Ellipsoidal

City of Prior Lake, MN - South Tower

Reconditioning of 0.75MG Toro Ellipsoidal

City of Jamaica, IA

New Construction of 0.05MG Single Pedestal

City of Delavan, WI

Reconditioning of 0.5MG Single Pedestal

City of Lawrence, KS

Reconditioning of 1.5MG Ground Storage Tank

City of Napoleon, ND

New Construction of 0.3MG Single Pedestal

City of Goodview, MN

Reconditioning of 0.1MG Single Pedestal

City of Verndale, MN

New Construction of 0.075MG Hydrocone

City of West Chicago, IL

Reconditioning of 0.5MG Booster Reservoirs

City of Rogers, AR

Reconditioning of 2.0 MG Toro Ellipsoidal



Scott Kriese | Project Supervisor

☎ 651-773-5111 @ skriese@klmengineering.com



Education, Experience & Certifications

- ◆ AMPP Senior Certified Coatings Inspector #11236
- ◆ AMPP Concrete Coating Inspector Level 2 #205988
- ◆ 25 Years Industry Experience
- ◆ OSHA 30
- ◆ Certified Competent Climber

KLM Projects

City of Moorhead, MN

New Construction of 0.75MG Composite



City of Otsego, MN

New Construction of 1.5MG Composite

Village of Dresser, WI

Reconditioning of 0.2MG Double Ellipsoidal

City of Farmington, MN

Reconditioning of 1.5MG Hydropillar

City of Baxter, MN

Reconditioning of 0.75MG Hydropillar

City of St. Cloud, MN

Reconditioning of 1.0MG Hydropillar

City of Plymouth, MN

Design Build of 2.0MG Toro Ellipsoidal

Village of Somerset, WI

New Construction of 0.2MG Composite

City of Sioux Falls, SD

Reconditioning of 1.5MG Composite

City of Neodesha, KS

Reconditioning of 0.2MG Single Pedestal

Jackson County PWSD #1, MO

Reconditioning of 1.5MG Elevated Water Tower

City of Elgin, IL

Reconditioning of 1.0MG Single Pedestal

City of South Bend, IN

Reconditioning of 1.5MG Single Pedestal

City of Forney, TX

New Construction of 1.0MG Composite

City of Rogers, AR

Reconditioning of 2.0MG Toro Ellipsoidal

City of Topeka, KS

New Construction of 1.0MG Composite

City of Kansas City, MO

New Construction of 3.0MG Composite

Oglala Sioux Rural Water Supply System, SD

New Construction of 0.8MG Composite

City of Sioux Falls, SD

Reconditioning of 0.5MG Single Pedestal

City of Jamaica, IA

New Construction of 0.05MG Composite

City of Dubuque, IA

Reconditioning of 2.4MG Ground Storage Tank



Mario Fort | On-Site Resident Inspector

📞 651-773-5111

@ mfort@klmengineering.com



Education, Experience & Certifications

💧 NACE/AMPP Level 2 #108634

KLM Projects

City of Otsego, MN

New Construction of 1.5MG Composite

City of Delavan, WI

Reconditioning of 0.5 Single Pedestal

City of Joliet, IL

Reconditioning of 1.0MG Toro Ellipsoidal

City of South Bend, IN

Reconditioning of 1.5MG Single Pedestal

Justic-Willow Springs, IL

Reconditioning of 1.0MG Fluted Hydropillar

City of West Chicago, IL

Reconditioning of 0.5MG Welded GSR

City of Fargo, ND

New Construction of 2.5MG Composite

City of Drayton, ND

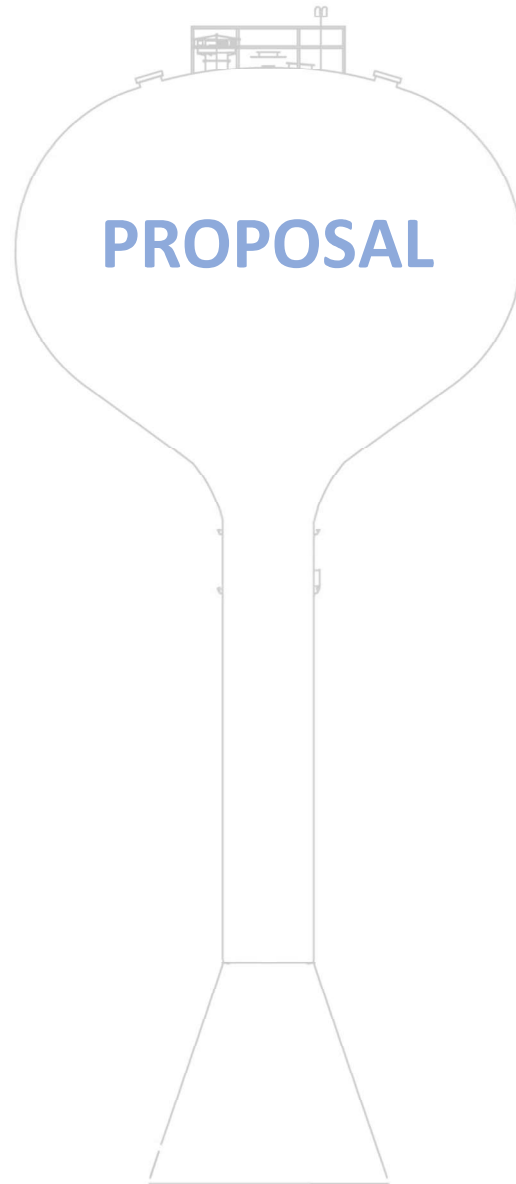
New Construction of .3MG Single Pedestal

City of West Chicago, IL

Reconditioning of 0.5MG Welded GSR

MWRD Greater Chicago, IL

Inspection Services of Mainline TARP Pump



PROJECT UNDERSTANDING

The Village of Hoffman Estates is planning on reconditioning the (T-2) Stonington Tower 400,000-Gallon Single Pedestal water storage reservoir. This proposal is for engineering services, bidding assistance, construction management, third party inspection services, and finally a 2-year warranty inspection.

BENEFITS TO THE VILLAGE OF HOFFMAN ESTATES

Partnering with KLM Engineering delivers measurable value and long-term performance for the Owner. Our approach is designed to maximize return on investment, ensure regulatory compliance, and uphold the highest standards of quality and safety throughout the project.

Modern protective coating systems provide a service life of **25–30 years**, but achieving this longevity requires strict adherence to specifications and continuous oversight. KLM provides **full-time, AMPP-certified coating** and **critical AWS welding inspections** to confirm every phase of work meets the specification and industry standards.

Our team reviews all reservoir-specific submittals for conformance with **project specifications, AWWA guidelines, OSHA requirements, and state regulations**. Responses are provided to document acceptance and maintain transparency.

KLM develops **comprehensive specification packages** tailored to water tank reconditioning. These detailed specifications reduce the likelihood of change orders, control costs, provide firm schedule and ensure projects are completed in accordance with the project manual.

Through proactive project administration and inspection services, KLM acts as a critical safeguard between design intent and field execution. Our oversight mitigates risks, enforces compliance, and ensures that qualified contractors deliver work that meets expectations—ultimately reducing reconditioning cycles and lowering lifecycle costs for the Owner.

Scope of Services

1. SCOPE OF WORK

Phase	Description
Specifications & Bidding	Includes up to 2 revisions of project specifications
Construction Supervision & Inspection	Oversight and inspection during construction
Warranty Inspection	Two-year warranty inspection per agreement

2. DESIGN SERVICES

- ◆ Meet with the Owner to review plans and specifications.
- ◆ Produce preliminary and final copies of specifications.
- ◆ Provide updated cost estimates.
- ◆ Advertise specifications.
- ◆ Facilitate mandatory pre-bid meeting (virtual).
- ◆ Include lettering and logo including files and drawings – renderings provided by the owner.
- ◆ Respond in writing to bidder questions.
- ◆ Tabulate bid results for the Owner.
- ◆ Evaluate contractor proposals for compliance.
- ◆ Recommend the lowest qualified bidder(s) in writing.
- ◆ Prepare Notice of Award and forward contract agreement to Owner.

3. PROJECT SPECIFICATIONS

Specifications will include up to two revisions and cover:

- ◆ Advertisement for Bids – Legal advertisement requirements and project description.
- ◆ Instructions to Bidders – Scope of work, insurance, payments, completion time, qualifications, taxes, permits, bonds, and legal requirements.
- ◆ Bid Forms – Bid proposals, time frames, alternate bids, legal requirements, and qualification forms.
- ◆ Project Requirements – Project schedule, contract execution, meetings, quality assurance, liquidated damages, and technical requirements.
- ◆ Technical Specifications – Structure modifications, surface repairs, abrasive blasting, containment, disposal, dehumidification, coatings, safety, sterilization, and inspection.
- ◆ Supplemental Conditions – Amendments to General Conditions.
- ◆ General Conditions – Authority of Engineer, inspection, scope modifications, time extensions, insurance, and related items.
- ◆ Contract Documents – Agreement form between Owner and Contractor.
- ◆ Payment & Performance Bonds – Required per state law.
- ◆ Appendices – A: Photos, B: Drawings, C: Surface preparation requirements (AMPP SP0178-2007), D: Paint chip lead/chromium test results, E: Lettering and logo (renderings to be provided by the owner). Logo assistance can be provided based on time and material.

4. CONSTRUCTION SERVICES

Project Management and Construction Administration:

The **Project Manager** and **Project Supervisor** collaborate to ensure successful project execution.

- ◆ Schedule and Facilitate pre-construction conference.
- ◆ Periodically perform on-site review of project's work status and report to the Owner.
- ◆ Coordinate progress meetings, as necessary.
- ◆ Process change orders.
- ◆ Project close-out administration.

- ◆ Prepare monthly payment request forms.

5. CONSTRUCTION SUPERVISOR RESPONSIBILITIES (KLM)

- ◆ Attend pre-construction conference.
 - ◆ Perform periodic on-site reviews and report progress to the Owner.
 - ◆ Coordinate and document progress meetings.
 - ◆ Review meeting minutes.
 - ◆ Schedule inspections.
 - ◆ Administer project close-out procedures.
 - ◆ Establish warranty date.
 - ◆ Review inspector's daily documentation.
 - ◆ Prepare monthly payment requests.
-

CONSTRUCTION OBSERVATION

Field Inspections Consist of the Following:

All our inspectors have years of extensive practical experience and knowledge of water storage tank reconditioning. Welding inspections will be completed by an **AWS Certified Welding Inspector** or an inspector working under the direct supervision of an **AWS** Welding Inspector. The coating inspector assigned to this project will hold **AMPP Coating Inspector** credentials.

Pre-Construction Meeting

Conduct a meeting with the client and contractor to:

- ◆ Define the roles of the Engineer and Inspector.
- ◆ Review the intent of the specifications.
- ◆ Confirm agreement on the scope of work and quality expectations.

Structure Repairs and Modifications

Monitor and approve repairs and modifications for compliance with specifications.

Surface Preparation Inspection

Inspect blasting media and equipment to ensure:

- ◆ Conformance to specifications.
- ◆ Prevention of surface contamination from moisture, oil, or other contaminants.

Paint Removal and Disposal

Monitor removal and disposal processes for compliance with specifications and environmental regulations.

Coating Application

Observe contractor's mixing and application of coatings for:

- ◆ Specification compliance.
- ◆ Adherence to manufacturer's recommendations.

Surface Preparation Samples

Approve surface preparation samples prior to coating application.

Progress Monitoring

Record contractor progress to ensure adherence to the construction schedule.

Reporting

Submit daily and weekly inspection reports with photos. Maintain organized records of all construction activities.

Material Testing

Coordinate and review material testing for compliance with specifications and environmental regulations.

Punch List and Corrective Actions

Monitor completion of punch list items and verify corrective actions.

Final Inspection and Acceptance

Conduct final inspection, confirm substantial completion, and facilitate project acceptance.

WARRANTY INSPECTION (2 Year)

KLM proposes to perform a **ROV (Remotely Operated Vehicle) warranty inspection** on the referenced tank prior to the expiration of the performance-bonded warranty.

- ◆ **Scope of Inspection:**

The warranty inspection will include a comprehensive review of the tank's condition and a detailed inspection report.

- ◆ **Exclusions:**

The fixed fee covers the inspection and reporting only. Any necessary inspection services for warranty repair work identified during the inspection are **not included** and will be addressed separately.

DELIVERABLES

The Owner owns and retains this documentation. KLM also retains these records for future reference. Deliverables are submitted electronically, unless indicated hard copy.

Deliverables Include:

- ◆ **Certified Engineering Documents:** Professional engineering-certified plans and specifications.
- ◆ **Regulatory Documentation:** State permitting records, Department of Health approvals, TCLP testing results, and waste tracking documentation.
- ◆ **Contractor Submittals:** All contract documentation required for compliance.
- ◆ **Daily Logs:** Includes weather logs and construction activity records.
- ◆ **Surface Preparation Records:** Documentation of preparation processes and approvals.
- ◆ **Photo Documentation:** Daily digital photos of work progress.

- ◆ **Weekly Reports:** Weekly meeting minutes and progress reports.
- ◆ **Project Acceptance Certificate:** Issued upon substantial completion.
- ◆ **Warranty Inspection Report:** Provided to both Owner and Contractor at the conclusion of the warranty inspection.

FEE SUMMARY

Fees are based on the 2026 Fee Schedule.

A 3% annual escalation will be applied to all fees for each year beyond 2026.

KLM Engineering estimates this to be a ten (10) week project for the contractor and eight (8) weeks of inspection services during the project. KLM will manage the water tank rehabilitation with project supervision, welding inspection, coating inspection, and a ROV warranty inspection, as detailed below.

Specification and Bidding Assistance and Submittal Reviews	\$17,000.00
Project Supervision and Inspection Services	\$68,380.00
TOTAL HOURLY, NOT TO EXCEED	\$85,380.00

NOTE: Additional engineering can be performed per our current fee schedule. Any additional 3rd party coating inspection time required and approved by the engineer will be charged at the rate of \$8,547.50. per week.

Warranty Inspection 2028	\$4,100.00
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WHY USE KLM

KLM Engineering, Inc. has been a trusted leader in water tank evaluation and rehabilitation for over **30 years**. We specialize in providing **engineering and inspection services** for the reconditioning of tanks with capacities exceeding **100,000 gallons**.

Our extensive experience and proven track record include projects for:

- ◆ **U.S. Military**
- ◆ **Industrial Tanks**
- ◆ **Indian Health Services**
- ◆ **Municipalities across the United States**

KLM's reputation for quality, compliance, and technical expertise ensures that your project is managed with precision and professionalism from start to finish.

AGREEMENT

This proposal is valid for **thirty (30) days** from the date of issuance.

If the Owner finds this proposal acceptable, please **sign and return the signature page** by email or mail.
By signing and returning this page, you agree to the terms outlined in the entire proposal document.
This Agreement, between Hoffman Estates and KLM Engineering, Inc. is accepted by:

VILLAGE OF HOFFMAN ESTATES
1900 Hassel Road
Hoffman Estates, Illinois 60169

KLM ENGINEERING, INC.
1976 Wooddale Drive, Suite 4
Woodbury, MN 55125

Signature

Name

Title

Date



Signature

James Creed

Great Lakes Regional Manager
Title

February 12, 2026
Date

We look forward to working with you.

Sincerely,

KLM ENGINEERING, INC.
James Creed
Great Lakes Regional Manager
338 Alana Drive
New Lenox, IL 60451
Cell: 630-453-9838
Email: jcreed@klmengineering.com

TERMS AND CONDITIONS

Below are KLM's standard Terms and Conditions. The below Terms and Conditions are part of this Agreement between the Owner and KLM Engineering, Inc., unless otherwise agreed to in writing by both parties.

KLM ENGINEERING, INC. (KLM) TERMS AND CONDITIONS

1. **AGREEMENT.** The agreement between the parties when entered by the parties shall include the applicable referenced agreement documents (i.e., KLM proposal/Agreement) and shall include these KLM Terms and Conditions (the "Agreement"). The Agreement may not be modified except by mutual agreement in writing.
2. **ADDITIONAL SERVICES.** Additional work or services shall not be performed without a KLM executed change order or purchase order outlining the scope of additional work or services.
3. **KLM CLIENT RESPONSIBILITIES.** The KLM Client shall fully disclose to KLM its knowledge of the condition of the project structure(s), its past and present contents and shall provide KLM with full information regarding the requirements for the project; shall designate an individual to act on the KLM Client's behalf regarding the project; and provide safe access to and at the project site. When reasonably requested by KLM, the KLM Client shall furnish the services of other consultants including, but not limited to engineers and insurance representatives. The KLM Client shall test for pollution and hazardous materials when required by law or as requested by KLM. The KLM Client shall provide KLM with all necessary permits and other authorizations.
4. **SAFETY.** KLM shall be responsible for the safety of KLM personnel at the project site. The KLM Client or other persons shall be responsible for the safety of all other persons at the project site. The KLM Client shall inform KLM of any known or suspected hazardous materials or unsafe conditions at the project site. If, during the course of the KLM services, such materials, or conditions are discovered at the project site, KLM reserves the right to take measures to protect KLM personnel and equipment or to immediately terminate KLM services. The KLM Client agrees to be responsible for, and agrees to pay, any such additional protection costs. Upon such discovery by KLM, KLM agrees to use commercially reasonable efforts to notify the KLM Client in writing, of hazardous materials or unsafe conditions regarding the project site.
5. **HAZARDOUS MATERIALS.** Unless otherwise agreed to in the scope of work with the KLM Client, KLM has no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials at the project site. To the full extent permitted by the law, the KLM Client shall defend, indemnify, and hold harmless KLM, its employees and representatives from all claims, including costs and attorney fees, arising out of the presence of hazardous materials or exposure to the same on the job site.

6. **SITE ACCESS AND RESTORATION.** The KLM Client will provide KLM and its representatives with safe and legal project site access. It is understood by the KLM Client that in the normal course of KLM providing its services and work, some nominal damage to the project site may occur. KLM agrees to take reasonable commercial precautions to minimize such damage, if any. Restoration of the project site, if any, is the responsibility of the KLM Client, unless otherwise agreed to in writing in the scope of work.
7. **KLM LIMITED WARRANTY AND DISCLAIMER.** KLM will perform services consistent with the standard of care and skill normally performed by other like firms in the industry and profession at the time of this service and in the geographic area of the project. **EXCEPT AS EXPRESSLY STATED IN THIS SECTION, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, PERTAINING TO THE PRODUCTS AND SERVICES SOLD UNDER THIS AGREEMENT. KLM DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL KLM BE LIABLE TO THE KLM CLIENT, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, CUSTOMERS OR ANY OTHER THIRD PARTY, FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE, LOSS OF REVENUE OR LOSS OF PROFIT, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING OR FUNCTIONING OF ANY ITEM OR SERVICES PROVIDED FOR IN THIS AGREEMENT OR FROM ANY OTHER CAUSE, INCLUDING WITHOUT LIMITATION CLAIMS BY THIRD PARTIES, EVEN IF KLM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
8. **SCHEDULING.** Prior to KLM scheduling its services related to the project, the KLM Client shall furnish KLM with a written Agreement, purchase order or other written request for KLM services and shall give as much notice as reasonably possible in advance of the time when the KLM services are desired to commence. The KLM service schedule shall be mutually agreed upon by the parties in writing. If a KLM inspection is canceled or delayed after KLM personnel and/or equipment are in transit to the project site, then the KLM Client shall be billed, and the KLM Client agrees to pay for KLM time and expenses according to the then current KLM Fee Schedule for KLM time spent and KLM costs incurred. If KLM is unable to redirect KLM representatives to other third-party project sites on the canceled or delayed scheduled service day, at a minimum, the KLM Client will be billed and the KLM Client agrees to pay KLM for one (1) full day of KLM labor.
9. **INSURANCE.** KLM will maintain worker's compensation insurance and comprehensive general liability insurance. KLM will provide KLM Client with a certificate of insurance upon KLM Client's request.
10. **PAYMENT.** KLM will submit periodic invoices for KLM services provided and work performed. Invoices are due upon receipt. The KLM Client agrees to inform KLM of invoice questions or disputes within 10 business days of the invoice date. The KLM Client agrees to pay all undisputed KLM invoiced amounts within 45 days of the invoice date. The KLM Client agrees to pay interest on all overdue amounts at a rate of 1.5% per annum or the rate allowed by law, whichever is less, plus costs of collection, court costs, and reasonable attorney fees on all such amounts. If any undisputed invoice remains unpaid for 60 days, then KLM may, at its sole discretion, suspend or terminate services to the KLM Client without liability.

11. **INDEMNIFICATION.** KLM shall indemnify and hold harmless the KLM Client and its shareholders, directors, officers, members, governors and employees from liability, claims, losses, and damages arising out of or relating to the applicable Project, provided that such claims, costs, losses, or damages are attributable to bodily injury, sickness, disease, or death, or injury to, or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by KLM's negligent acts or omissions.

The KLM Client shall indemnify and hold harmless KLM and its shareholders, directors, officers, members, governors and employees from liability, claims, losses, and damages arising out of or relating to the applicable Project, provided that such claims, costs, losses, or damages are attributable to bodily injury, sickness, disease, or death, or injury to, or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by the KLM Client's negligent acts or omissions. Further, the KLM Client shall indemnify and hold harmless KLM from all claims or losses arising out of the unauthorized use of KLM's Documents.

12. **LIMITATION OF LIABILITY. IN NO EVENT SHALL KLM OR THE KLM CLIENT BE LIABLE, ONE TO THE OTHER, FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE OR USE OF ANY PRODUCTS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.**

13. **DELAYS.** If KLM service or work delays are caused by the KLM Client, by third parties, strikes, natural causes, weather, or other circumstances beyond KLM's control, a reasonable time extension for performance of KLM services and work shall be granted, and KLM shall be entitled to and the KLM Client agrees to pay KLM an equitable fee adjustment.

14. **TERMINATION.** After seven (7) days written notice, either party may elect to terminate this Agreement. Notwithstanding the foregoing, the KLM Client agrees to pay for all KLM services provided and work performed through the date of termination. Notwithstanding the foregoing, the following sections shall survive the termination of this Agreement: Sections 5, 7, 10, 11, 12, 15, 16, 21 and 24.

15. **SEVERABILITY.** Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions of the Agreement shall continue in full force and effect.

16. **KLM'S DOCUMENTS.** All reports, specifications, drawings and other documents furnished by KLM are part of KLM's services and work for the KLM Client and the same are for use only for the project (KLM Documents). KLM retains all ownership of said documents regardless of whether the project is completed. The KLM Client may retain copies of the KLM Documents for reference purposes. KLM does not represent or warrant that the KLM Documents are suitable for reuse on any extension of the project or on other projects. The KLM Client shall not use the KLM Documents without KLM's written consent.

17. **ASSIGNMENT.** KLM may not assign this Agreement to any other person unless written consent is obtained from the KLM Client.

18. **AMENDMENTS.** Any modification or amendment of to this Agreement shall require a written agreement signed by both Parties.
19. **NONDISCRIMINATION.** In the hiring of employees to perform work under this Agreement, KLM shall not discriminate against any person by reason of any characteristic or classification protected by state or federal law.
20. **GOVERNING LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota without regard to or application of conflicts of law rules or principles. All proceedings related to this Agreement shall be venued in **Washington County, Minnesota.**
21. **AUDIT.** Pursuant to **Minnesota Statutes, § 16C.05, Subdivision 5**, KLM agrees that the KLM Client, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary (but under all circumstances not more often than once per calendar year), shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, or records which are pertinent to the accounting practices and procedures of KLM, and involve transactions relating to this Agreement.
22. **JOB SITE IMAGES, PHOTOGRAPHY AND VIDEO.** During the term of this Agreement and thereafter, KLM has the KLM Client's permission to take photographs or video of the project site for training, documentation, education or KLM promotional purposes. A signed Agreement that includes these KLM Terms and Conditions constitutes the KLM Client's written permission to KLM regarding the use of the items and information set forth in this section.
23. **WAIVER.** The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
24. **HEADINGS.** Section headings used in this Agreement are for convenience only, have no legal significance, and in no way change the construction or meaning of the terms hereof.
25. **ENTIRE AGREEMENT.** This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.

End of the KLM Terms and Conditions.

Rev 2022.11.23



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/20/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TrueNorth Companies, L.C. 500 1st St SE Cedar Rapids IA 52401		CONTACT NAME: RM Home Office PHONE (A/C, No, Ext): 319-366-2723 E-MAIL ADDRESS: certs@truenorthcompanies.com FAX (A/C, No): 877-810-6374		
INSURED KLM Engineering, Inc. 1976 Wooddale Drive, Suite 4 St. Paul MN 55125 KLMENGI-01		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Western National Mutual Insurance Company		15377
		INSURER B : Western National Assurance Company		24465
		INSURER C : National Fire Insurance Company of Hartford		20478
		INSURER D : Lexington Insurance Company		19437
INSURER E :				
INSURER F :				

COVERAGES**CERTIFICATE NUMBER:** 1831458312**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	CPP 1276940 05	11/1/2025	11/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ HPD	Y	CPP 1276056 05	11/1/2025	11/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ HPD Limit/Deductible \$ 50,000/1,000
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000		UMB 1046724 05	11/1/2025	11/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC 7 94371658	11/1/2025	11/1/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A D	Leased and Rented Equipment Professional Liability		CPP 1276942 05 015136890	11/1/2025 11/1/2025	11/1/2026 11/1/2026	Limit/Deductible 100,000/1,000 Aggregate/Per Occ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

If Yes is indicated above for Additional Insured, General Liability form #WVNL139 06/18 (ongoing and completed operations) and Automobile Liability #WVNA27 06/16 apply. If Yes is indicated above for Waiver of Subrogation, General Liability form #CGMU0009 06/22, Automobile Liability #WVNA27 06/16 and Workers Compensation #WC000313 04/84 apply. Coverage is extended for work performed and required under written contract with the above named insured.

CERTIFICATE HOLDER**CANCELLATION**

Village of Hoffman Estates
1900 Hassell Rd.
Hoffman Estates IL 60169

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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BUSINESS AUTO ENHANCEMENT ENDORSEMENT

The Business Auto Enhancement Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to following endorsement for changes in your policy.

SUMMARY OF COVERAGES	PAGE
Accidental Airbag Deployment Coverage	4
Auto Loan/Lease Gap Coverage	4
Blanket Additional Insured	2
Blanket Waiver of Subrogation	5
Broadened Definition of Insured includes:	
• Newly Acquired Organizations for up to 180 Days	2
• Employees as Insureds	2
• Subsidiaries in Which You Own 50% or More	2
Deductible Waiver for Glass Repair	3
Employee Hired Auto	2, 5
Fellow Employee Coverage	3
Hired Auto Physical Damage Coverage	4
Knowledge of Accident, Claim, Suit or Loss	5
Loss Of Use Expenses - Amended	3
Personal Effects	3
Rental Reimbursement Coverage	4
Supplementary Payments - Amended:	
• Bail Bonds up to \$5,000	2
• Loss of Earnings up to \$500/Day	2
Transportation Expense Limits – Amended	3
Unintentional Failure to Disclose Hazards	5

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BUSINESS AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies the insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Business Auto Coverage Form identified in this endorsement will be amended as shown below.

SECTION II – COVERED AUTOS LIABILITY COVERAGE AMENDMENTS

A. Who Is An Insured

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is amended to add:

- d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form.

However, “insured” does not include any subsidiary of yours that is an “insured” under any other automobile liability policy, or would be an “insured” under such policy but for termination of such policy or the exhaustion on such policy’s limits of insurance.

- e. Any organization which is newly acquired or formed by you and over which you maintain majority ownership. However, coverage under this provision:

- (1) is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first;

- (2) does not apply to “bodily injury” or “property damage” that results from an “accident” that occurred before you formed or acquired the organization;

- (3) does not apply to any newly acquired or formed organization that is a joint venture or partnership; and

- (4) does not apply to an “insured” under any other automobile liability policy, or would be an “insured” under such a policy but for termination of such policy or the exhaustion of such policy’s limits of insurance.

- f. Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

- g. Any “employee” of yours is an “insured” while operating a covered “auto” hired or rented under a contract or agreement in the “employee’s” name, with your permission, while performing duties related to the conduct of your business.

B. Blanket Additional Insured

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, paragraph c. is amended to add the following:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the “bodily injury” or “property damage” occurs and that is in effect during the policy period, to be named as an additional insured is an “insured” for Liability Coverage, but only for damages to which this insurance applies and only to the extent that persons or organization qualifies as an “insured” under the Who Is An Insured provision contained in Section II.

C. Liability Coverage Extensions – Supplementary Payments

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by replacing subparagraphs (2) and (4) with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.

- (4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to \$500 a day because of time off from work.

D. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee, the following is added:

Co-Employee Reimbursement	Lawsuit	Defense	Cost
--------------------------------------	----------------	----------------	-------------

If a suit seeking damages for “bodily injury” to any fellow “employee” of the “insured” arising out of and in the course of the fellow “employee’s” employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of that fellow “employee”, is brought against you, we will reimburse reasonable costs that you incur in the defense of such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

SECTION III – PHYSICAL DAMAGE COVERAGE AMENDMENTS

A. Transportation Expense – Limits Amended

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is amended by replacing \$20 per day/\$600 maximum limit with \$50 per day/\$1000 maximum.

B. Hired Auto Physical Damage – Loss Of Use Expenses – Limits Amended

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses is amended by replacing the \$20 per day/\$600 maximum limit with \$50 per day/\$750 maximum limit.

C. Personal Effects Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following:

c. Personal Effects

We will pay up to \$500 for “loss” to personal effects, which are:

- (1) Owned by an “insured”; and
- (2) In or on your covered “auto.”

This coverage applies only in the event of the total theft of your covered “auto.” No deductible applies to this coverage

D. Glass Repair – Deductible Waiver

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles, is amended by adding the following:

No deductible will apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

E. Hired Auto Physical Damage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage is amended by adding the following:

5. Hired Auto Physical Damage

If hired “autos” are covered “autos” for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any “auto” you own, then the Physical Damage Coverages provided are extended to “autos” you hire of like kind and use, subject to the following:

- a. The most we will pay for any one “loss” is \$50,000 or the actual cash value or cost to repair or replace, whichever is less, minus a deductible;
- b. The deductible will be equal to the largest deductible applicable to any owned “auto” for that coverage. Any Comprehensive deductible does not apply to “loss” caused by fire or lightening;
- c. Hired Auto Physical Damage coverage is excess over any other collectible insurance; and
- d. Subject to the above limit, deductible and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered “auto” you own.

If a limit for Hired Auto Physical Damage is indicated in the Declarations, then that limit replaces, and is not added to, the \$50,000 limit indicated above.

F. Rental Reimbursement

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage, is amended by adding the following:

6. Rental Reimbursement

This coverage applies only to a covered "auto" of the private passenger or light truck type as follows:

- a. We will pay for rental reimbursement expenses incurred by you for the rental of a private passenger or light truck type "auto" because of "loss" to a covered private passenger or light truck type "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered private passenger or light truck type "auto." No deductibles apply to this coverage.
- b. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - (1) The number of days reasonably required to repair or replace the covered private passenger or light truck type "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered private passenger or light truck type "auto" and return it to you; or
 - (2) 30 days.
- c. Our payment is limited to the lesser of the following amounts:
 - (1) Necessary and actual expenses incurred, or
 - (2) \$50 per day, up to a maximum of \$1,000.
- d. This coverage does not apply while there are spare or reserve private passenger or light truck type "autos" available to you for your operations.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

For the purposes of this Rental Reimbursement coverage, light truck is defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as the maximum loaded weight the auto is designed to carry.

G. Accidental Airbag Deployment Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE,

A. Coverage is amended by adding the following:

7. Accidental Airbag Deployment Coverage

We will pay to reset or replace factory installed airbag(s) in any covered "auto" for accidental discharge, other than discharge due to a collision loss.

This coverage is applicable only if comprehensive coverage applies to the covered "auto".

This coverage is excess over any other collectible insurance or reimbursement by manufacturer's warranty.

H. Auto Loan/Lease Gap Coverage

SECTION III PHYSICAL DAMAGE COVERAGE, Item A., Coverage, is amended by adding the following:

8. Auto Loan/Lease Gap Coverage

This coverage applies only to a covered "auto" described or designated in the Schedule or in the Declarations as including physical damage coverage.

In the event of a covered total "loss" to a covered "auto" described or designated in the Schedule or in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto" less:

- a. The amount paid under the Physical Damage Coverage Section on the policy; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

SECTION IV – BUSINESS AUTO CONDITIONS AMENDMENTS

A. Duties In The Event Of Accident, Claim, Suit Or Loss Amended

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, a. is amended by adding the following:

This condition applies only when the “accident” or “loss” is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or insurance manager, if you are a corporation; or
- (4) A member or manager, if you are a limited liability company.

But, this section does not amend the provisions relating to notification of police, protection or examination of the property which was subject to the “loss”.

B. Blanket Waiver of Subrogation

Section IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us, is amended by adding the following exception:

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any “accident” or “loss”, provided that the “accident” or “loss” arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

C. Unintentional Failure to Disclose Hazards

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud, is amended by adding the following paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of the policy, or during the policy period in connection with any additional hazards, we will not deny coverage under this Coverage Part because of such failure.

D. Employee Hired Auto

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, paragraph **b.** is deleted and replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be a covered “autos” you own:

- (1) Any covered “auto” you lease, hire, rent or borrow.
- (2) Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business.

However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – CONTRACTORS –
OPERATIONS AND COMPLETED OPERATIONS –
WITH ADDITIONAL INSURED REQUIREMENT
IN CONSTRUCTION CONTRACT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Additional Insured – Operations

A. Section II – Who Is An Insured is amended to include as an additional insured:

- (1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- (2) Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

B. With respect to Additional Insured - Operations, coverage is limited as follows:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

2. Additional Insured – Completed Operations

A. Section II – Who Is An Insured is amended to include as an additional insured:

- (1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- (2) Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

and included in the "products-completed operations hazard".

- B. With respect to **Additional Insured – Completed Operations**, coverage is limited as follows:
- (1) A person or organization's status as an insured under Additional Insured – Completed Operations continues only for the period of time required by any written contract or agreement.
 - (2) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.
3. **Primary and Noncontributory**
- The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:
- Primary And Noncontributory Insurance**
- This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:
- (1) The additional insured is a Named Insured under such other insurance; and
 - (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
4. **Other Provisions Applicable to Additional Insured – Operations and Additional Insured – Completed Operations**
- A. The Amendment of Insured Contract Definition (Endorsement CG 24 26) does not apply to an additional insured.
 - B. The coverage provided under Paragraph f. of the definition of "insured contract" under **Section V – Definitions** does not apply to an additional insured under this endorsement unless required by a written contract or agreement.
 - C. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:
- (1) The minimum amount required by the contract or agreement; or
 - (2) The Limits of Insurance shown in the Declarations;
- whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
- E. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.
- This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

Water Tower T-2 Rehabilitation

FY 2026 Cost: \$ 900,000

PROJECT INFORMATION

Department: Public Works
Priority: 2 - Staff Recommended
Project Status: Retain from Previous CIP
Project Type: Water
Location: 2405 Pembroke Avenue
Account: 40407324-4527
Fund: Water Fund
Strategic Priority: Infrastructure



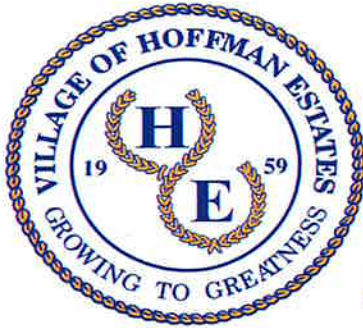
PROJECT DESCRIPTION

This project involves the painting and rehabilitation of the water tower located at 2405 Pembroke Avenue (T-2), which has a maximum capacity of 400,000 gallons. Work includes surface preparation, full containment, and repairs to structural components as needed. The existing exterior coating will be removed and replaced to protect the tank from corrosion and extend its service life. This maintenance is essential to preserving the integrity of the tower and ensuring continued safe operation of the water system.

PROJECT COST	2025 Budget	2025 Estimate	2026	2027	2028	2029	2030	Total 2026-2030
Water Tower Rehabilitation	-	100,000	900,000	-	-	-	-	900,000
TOTAL COSTS:	\$ -	\$ 100,000	\$ 900,000	\$ -	\$ -	\$ -	\$ -	\$ 900,000
FUNDING SOURCE	2025 Budget	2025 Estimate	2026	2027	2028	2029	2030	Total 2026-2030
Water Fund	-	100,000	900,000	-	-	-	-	900,000
TOTAL FUNDS:	\$ -	\$ 100,000	\$ 900,000	\$ -	\$ -	\$ -	\$ -	\$ 900,000
OPERATING BUDGET IMPACT	2025 Budget	2025 Estimate	2026	2027	2028	2029	2030	Total 2026-2030
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT ALTERNATIVE

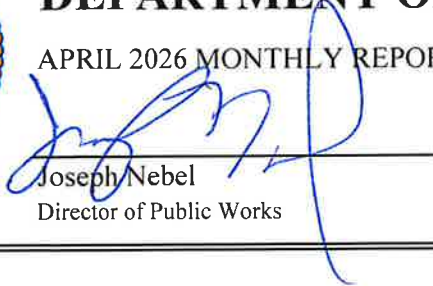
If this project is not approved, the Village will continue with routine maintenance and spot repairs to extend the service life of the existing water tower coating. However, this approach is only a temporary measure and may lead to accelerated deterioration of the tank's structural integrity and protective coatings.



VILLAGE OF HOFFMAN ESTATES

DEPARTMENT OF PUBLIC WORKS

APRIL 2026 MONTHLY REPORT


Joseph Nebel
Director of Public Works


Bryan Ackerlund
Assistant Director of Public Works

MAJOR PROJECT UPDATES:

Village Green Concession and Restroom Construction

Summary: Construction Inc. was awarded the contract for the construction of the Village Green Concessions & Restroom reconstruction. The scope of work includes demolition of the existing building and constructing a new facility which triples the size of the restrooms and point of sale stations, adds a full kitchen, and brings all functions under one roof. It will also enhance the overall guest experience and support the various events which take place on and around the Village Green.

Status Update: Construction is nearing completion and most interior finishes and equipment have been installed. The new signage is also up on the exterior of the building and concrete flatwork for the plaza and walkways is currently being poured. IT has contracted the installation of the low voltage wiring for the cameras, Wi-Fi, and point-of-sale stations. Exterior grading and stormwater detention is almost complete. Completion is expected in mid-May.

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: Hydrant flow calibration has been completed. The consultant is comparing the field flow numbers with SCADA data for those events to fully calibrate the model. Progress meeting will be scheduled in the next few weeks.

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
94	73	107										274

Customer Service

Water Billing Customer Service Appointments												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
40	20	57										117
Finance-Generated Water Meter Readings												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
126	37	103										266
Delinquent Water Accounts												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
82	1	6										89
Water Meter Repair/Replace Service Requests												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
14	20	16										50
MIU Installations/Replacements												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
7	5	8										20
B-box Repairs												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
3	2	3										8

Utility Locates

JULIE Locates												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
343	573	1,264										2,180
Emergency Locates												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
28	50	42										120
Utility Joint Meets												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
3	12	21										36

FACILITIES - Superintendent: William Lynch

- 1 Continued coordinating operational items at New Fire Station 21, including access control systems, building automation, and pest management.
- 2 Completed the bidding process for replacement of display panels in the NOW Arena monument sign.
- 3 Prepared bid documents for the replacement of electric fin tubes in the Village Hall HVAC system.
- 4 Completed the annual survey of fire extinguishers in all Village facilities.
- 5 Coordinated consultant interviews for the NOW Arena concourse refresh project.

Preventative Maintenance Program Labor Hours												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
146	183	179										508

FLEET SERVICES - Superintendent: Kevin McGraw

- 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
28	32	31										91

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

FORESTRY - Supervisor: Nick Lackowski

- 1 Visited nursery to select tree plantings for the 2026 Spring planting program.
- 2 Coordinated bid openings for Landscape maintenance services.
- 3 Completed preparation of the Village's community garden plots ahead of the season opening.

Customer Service Requests												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
4	9	27										40

MAINTENANCE AND CONSTRUCTION - Supervisor: Tyler Wintz

- 1 Assisted Engineering by potholing for utilities to prepare for the upcoming road reconstruction program.
- 2 Completed preparation of the Village-wide hydrant flushing program, which began April 6th.

B-box Repairs/Replacements												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2	2	4										8

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

Valve Repairs/Replacements												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
0	3	0										3

Water Main/Service Line Leak Repairs												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
6	8	8										22

TRAFFIC OPERATIONS - Supervisor: John Kovaka

Pavement Maintenance

- 1 Assisted Street Light team with ground fault and light pole installation.
- 2 Performed plow blade repair on Unit 9, repaired shoes on small & large trucks for next season.
- 3 Performed cold patching at select locations throughout the Village.
- 4 Performed dig site checks ahead of spring repairs/restorations.
- 5 Temporarily patched water main repair at Golf Center with UPM.

Tons of Hot Asphalt Installed												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
0	0	0										0

Tons of Cold Asphalt Installed												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
13	6	10										29

Sign Shop

- 1 Continued Type I/Routine Maintenance sign replacements.
- 2 Fabricate, print, and assembled specialty signs for Sherri Shepherd show.
- 3 Fabricate, print, and assembled (6) "Shift" and (1) MABAS signs for New FD 21.

Sign Repairs/Replacements												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
0	6	16										22

Signs Fabricated and Installed												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
26	169	113										308

Street Lights

- 1 Repaired four broken street light banners on Roselle Road, Barrington Road, at Village Hall, and on Huntington.
- 2 Repaired ground fault at 1680 Castaway Ln.
- 3 Installed street light at Burnham & Palatine Rd.
- 4 Locate ComEd feeds and inventory street lights on Grand Canyon, Grissom Ct, & Buttercreek Ct.
- 5 Installed seasonal banners.
- 6 Assisted Facilities/IT with installing new cameras at New FD 21.

Customer Service Requests												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
8	14	16										38

Street Lights Repaired												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
0	2	2										4

Storm Sewers

- 1 Attended chainsaw safety and maintenance seminar.
- 2 Began routine flushing/root cutting on 6-month trouble list.
- 3 Attended JULIE pipeline training for excavators.

Feet of Storm Sewers Flushed												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
0	0	1,830										1,830

Storm Structures Rebuilt/Repaired												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
0	0	3										3

WATER OPERATIONS - Supervisor: Jeremy Jahnke

Operations Team

- 1 Continued oversight of Pfizer Lift Station SCADA punchlist items.
- 2 Continued 2026 lead samples for a portion of schools and daycare facilities.
- 3 Completed preventative valve exercising at water pumping sites.

Resident-Requested Water Quality Tests												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2	3	2										7

Sanitary Sewer Flow Management

- 1 Applied microbe treatments at various lift stations to break down fats, oils, and grease.
- 2 Continued sanitary sewer inspections in coordination with the annual Road Program.
- 3 Completed flushing and root cutting in Parcel A.
- 4 Coordinated repairs to the generator at WDA Lift Station.
- 5 Began flushing and root cutting in Parcel C.
- 6 Began preventative valve exercising at lift stations.

Sewer Lines Flushed (feet)												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
12,000	20,700	36,000										68,700

Sewer Mains CCTV Inspected (feet)												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
0	0	0										0

ACTIVE RIGHT-OF-WAY PERMITS

Location	Company/Contractor	Description of Work	Est. Start Date	Status
2550 Beverly Road	AT&T Swiatek	Installation of a new 2" fiber conduit.	Pending final approval	In review
2450 Hassell Road	Zayo Group Hylan	Proposed fiber conduit installation.	Pending final approval	In review
2495 Pembroke Avenue	Zayo Group Hylan	Proposed fiber conduit installation.	Pending final approval	In review
800 Freeman Road	ComEd	Replacement poles, cap banks, and fuses.	Pending final approval	In review
585 Newark Lane	ComEd KDM Engineering	New pole and overhead equipment installation.	Permit Denied	Resubmitted In Review
2400 Hassell Road Unit #300	ComEd	Remove and replace capacitors.	Permit Denied	Denied (3/5/26)
400 Alcoa Lane	ComEd	Replacement pole and capacitors.	Permit Denied	Denied (3/5/26)
801 North Barrington Road	ComEd	New pole and overhead equipment installation.	Permit Denied	Denied (3/5/26)
840 Atlantic Avenue	ComEd	Replace pole, capacitors and install ground antenna	Permit Denied	Denied (3/5/26)
2500 West Golf Road	ComEd	Install new pole and replace existing pole + equipment	Permit Issued	Approved
125 West Higgins Road	ComEd	Remove and replace existing pole	Permit Denied	Resubmitted In Review
1825 Barrington Road	ComEd	Overhead equipment removal; pole replacement	Pending final approval	In review
1355 West Sturbridge Drive	Comcast	Install 320' of undergrnd cable via directional bore	Pending final approval	In review
1755 Shorewood Drive West	Comcast	Replace 165' coax conduit via directional bore	Pending final approval	In review
969 Freeman Road	Comcast	Replace 156' coax conduit via directional bore	Pending final approval	In review
840 Woodlawn Street	ComEd KDM Engineering	Install new poles and overhead equipment	Pending final approval	In review
5235 Prairie Stone Parkway	ComEd KDM Engineering	Install transformer and cable	Pending final approval	In review
1720 White Oak Lane	ComEd KDM Engineering	Replace overhead equipment on existing pole	Pending final approval	In review

1555 North Barrington Road	ComEd KDM Engineering	Install new poles and overhead equipment	Pending final approval	In review
2360 Lakewood Blvd	Comcast	New underground coax installation.	Pending final approval	Not Approved (4/7)
2310 Hassell Road	ComEd Intren	Replace 565' of underground cable via directional bore.	Permit Issued	Approved
3710 Huntington Blvd	Nicor NPL Construction	Install 34' of steel gas main; retire old main.	Pending final approval	In review
4145 Mason Drive	Comcast	Replace damaged CATV cable b/n existing pedestals.	Pending final approval	In review
940 Concord Lane	Comcast	Replace damaged CATV cable b/n existing pedestals.	In Progress	Approved
2005 Greenfield Road	Comcast AXS Points of Illinois	Install 320' of conduit for fiber b/n existing poles.	Permit Denied	Resubmitted In Review
3840 N. Firestone Drive	Comcast American Cable and Telephone	Install 100' of underground CATV cable via boring.	Pending final approval	In review
3700 Huntington Blvd	Nicor	Install 45' of steel gas main; retire old main.	Pending final approval	In review



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

April 2026

VILLAGE PROJECT UPDATES

2025 Street Revitalization

Contract 1: Project complete. Spring 2026 inspections for remaining punch list items.

Contract 2: Grand Canyon Parkway paving work expected to begin in early May. Spring 2026 inspections for remaining punch list items.

2026 Street Revitalization

Work ongoing at several locations. (Acorn Court, Acorn Drive, Avon Drive, Brentwood Drive, Castaway Lane, Cottonwood Trail, Hampshire Drive, Providence Drive, River Birch Drive, and Steffen Drive)

2026 Infrastructure Improvements

Water main replacement on Chelmsford Place scheduled to begin the week of April 27.

2026 Preventative Maintenance

Scheduled for bidding in summer.

2026 Sidewalk Improvements

Bid opening was held on April 21. Staff reviewing bids.

925 Grand Canyon Parkway Basin

Design ongoing. Living Waters Consultants contracted for design engineering.

Bridge Inspections

Five inspection reports were received in February. Five additional structures scheduled for inspection in 2026. Czaplicki Lopez contracted as program manager.

Brookside Pond

Staff received existing conditions report with conceptual improvement options. Living Waters Consultants contracted for preliminary engineering.

Collector Street Lighting

Staff completed review of pre-final plans. Design scheduled to be completed in June 2026. Ciorba Group contracted for design engineering.

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

Contract awarded by IDOT to A lamp Concrete. IDOT preconstruction meeting was held on April 17. Work scheduled to begin in mid-May. HLR contracted for construction engineering services.

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

Contract awarded by IDOT to A lamp Concrete. IDOT preconstruction meeting was held on April 17. Work scheduled to begin in late May. HLR contracted for construction engineering services.

Nogales Storm Sewer Replacement

Design complete. Improvements included within scope of 2026 Infrastructure Improvements Project. Baxter & Woodman contracted for design engineering services.

NOW Arena Loading Dock Retaining Wall

Fence install completed. Remaining grading and restoration to be completed in spring.

Sanitary Sewer Rehabilitation (2025)

Cleaning and televising work completed. Staff reviewing televising info. CIPP installation is scheduled to begin in June.

Storm Inlet Cleaning (2025)

Preconstruction meeting was held on January 28. Work expected to begin in May.

Stormwater Rehabilitation (2025)

Cleaning and televising work is nearing completion. CIPP installation began week of April 20.

Village Hall Parking Lot Improvements

Project substantially complete the week of November 17. Spring 2026 inspections for remaining punch list items. MWRD partnership funding reimbursement received. Gonzalez Companies contracted for construction engineering.

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

Project complete. Public acceptance documents provided to the developer.

Bell Works West Entrance – Exterior Improvements – 2000 Center Drive

Awaiting preconstruction meeting.

Compass – 3333 Beverly Road

Mass grading for building pad and site utility work ongoing. Trillium Boulevard right-of-way improvements substantially complete. ComEd underground electric install ongoing along Beverly Rd. BLA, Inc. contracted for construction inspection of ComEd improvements.

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. Staff reviewing record drawings for CHI06 site. Awaiting MWRD final inspection for CHI06.

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

Phase 1 site utility improvements and roadways substantially complete. Building work ongoing.

Kensington Fields – Kensington Lane & Hassell Road

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

Walnut Pond Estates – NE Corner of Rohrsen 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**

March 23 – Chris Gatts started as Engineering Technician

April 23 – Sawyer Gayton started as Civil Engineer – Intern

General

Staff completing draft revisions to Development Requirements and Standards Manual.

Pavement rating inspections scheduled to begin in early May.

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 active grants.

Project	Grant Funding	Status	Term
Village Green Improvements	\$250,000	Grant agreement executed	12/1/25 – 11/30/27

Meetings and Training Attended

- Civil Bite: You Down with NFIP? Don't Flood on Me (March 31) – Various
- Communication Committee (March 31) – Marquelle Cnota
- Employee Wellness Committee (April 1) – Andy LoBosco
- PSE Spotlight Series (April 2) – Sonia Zala
- Preconstruction Meeting IL 72/Huntington Blvd (April 6) – Sonia Zala
- Poplar Creek and Upper Salt Creek Watershed Planning Council (April 8) – Alan Wenderski
- Civil Bite: Spatial Technology in Engineering (April 15) – Various
- IL OSHA 101 for Roadway/Street/Highway Departments (April 15) – Andy LoBosco
- TJ Junior High Career Fair (April 22) – Jacob Cuthbert & Sonia Zala
- Northwest Council of Mayors Technical Committee (April 24) – Alan Wenderski

Engineering Site Plan Reviews

- 5555 Prairie Stone Parkway
- Grand Reserve
- Higgins Crossing
- 5847 Beacon Pointe Drive
- 2580 W Golf Road
- 1 Illinois Boulevard

Floodplain Inquiries

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
2025	0	1	1	1	0	0	0	0	0	0	0	0	3
2026	0	1	1	0									2

Freedom of Information Requests

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
2025	2	1	2	0	1	3	0	0	0	0	1	0	10
2026	1	1	1	5									8

Permit Inspections

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
2025	36	104	66	58	95	83	109	87	103	156	92	37	1026
2026	34	14	36	34									118

Permit Reviews

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
2025	19	18	16	31	46	60	64	54	42	114	48	29	541
2026	18	38	69	58									183

Residential Drainage Investigations

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
2025	0	0	2	11	2	0	4	0	0	1	0	0	20
2026	1	0	1	8									10