



AGENDA
Village Board of Trustees
Regular Meeting
Village Hall
1900 Hassell Road, Hoffman Estates, IL 60169

May 4, 2026

Council Chambers

7:00 PM

1. CALL TO ORDER/ROLL CALL

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. PUBLIC COMMENT

4. APPROVAL OF MINUTES

A. Village Board 04-20-2026

B. Village Board 04-27-2026 Special

5. CONSENT AGENDA/OMNIBUS VOTE (Roll Call Vote)

(All items under the Consent Agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion of these items unless a Trustee so requests. In that event, the discussion will be the first item of business after approval of the Consent Agenda.)

A. Approval of Agenda

B. Approval of the schedule of bills for 5-4-2026 — \$3,945,201.51.

C. Approval of a Resolution authorizing to award the Village's towing contract to Redmon's Towing, Schaumburg, IL (Sole Bid).

D. Approval of a Resolution authorizing a master software license with DACRA Tech LLC, Elgin, IL.

E. Approval of a Resolution authorizing a professional services agreement with DB Sterlin Consultants, Inc., Chicago, Illinois, for engineering services for the evaluation and development of construction documents for the NOW Arena main entrance monumental stair repair or replacement project in an amount not to exceed \$66,770.

F. 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.

G. 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.

H. 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.

6. REPORTS

A. President's Report

1. Proclamation(s)

- Public Services Recognition Week
- Municipal Clerks Week
- Jewish American Heritage Month

2. Board & Commission Appointment(s)/Reappointment(s)/Resignation(s)

a. Board & Commission Resignations

- Dick Zittler, Resignation, Capital Improvements Board
- Joyce Perez, Resignation, Youth Commission
- Beth Kalopisis, Resignation, Arts Commission
- Motika Anand, Resignation, Arts Commission
- Patrick Seger, Resignation, Police Pension Board and Firefighters Pension Board

b. Board & Commission Appointments

- Geynell Lawrence, Appointment, Arts Commission, Term Ending 04/30/2028
- Maarten Tonneyck, Appointment, Cultural Awareness Commission, Term Ending 04/30/2028
- Cathy Doczekalski, Appointment, Police Pension Board and Firefighters Pension Board

c. Board & Commission Reappointments

- Arts Commission
 - Andrew Hood, Term Ending April 30, 2028
 - Mona S. Morrison, Term Ending April 30, 2028
 - James Stegall, Term Ending April 30, 2028
 - Jim Hojnacki, Term Ending April 30, 2028
 - Wendy Schmidt, Term Ending April 30, 2028
- Capital Improvements Board
 - Eric Fox, Term Ending April 30, 2028

- Paul Schweet, Term Ending April 30, 2028
- George Kalopisis, Term Ending April 30, 2028
- Dan Jedrzejak, Term Ending April 30, 2028

- Celtic Fest Commission
 - Bill McLeod, Term Ending April 30, 2028
 - Joane McLeod, Term Ending April 30, 2028
 - Linda Sheck, Term Ending April 30, 2028
 - Craig Kuehne, Term Ending April 30, 2028
 - Chris Nelson, Term Ending April 30, 2028

- Commission for People with Disabilities
 - Ed Matone, Term Ending April 30, 2028
 - Janet Green, Term Ending April 30, 2028
 - Paul Schweet, Term Ending April 30, 2028
 - Thomas Zweidinger, Term Ending April 30, 2028

- Commission for Senior Citizens
 - Ed Matone, Term Ending April 30, 2028
 - Patrick Kinnane, Term Ending April 30, 2028

- Cultural Awareness Commission
 - Ximena Atristan-Bigurra, Term Ending April 30, 2028
 - Jean Stone, Term Ending April 30, 2028
 - Jennifer Dobbins, Term Ending April 30, 2028
 - Aisha Najma, Term Ending April 30, 2028

- Economic Development Commission
 - Gary Pilafas, Term Ending April 30, 2028
 - Kasi Paturi, Term Ending April 30, 2028
 - Tricia O'Brien, Term Ending April 30, 2028
 - Eric Smith, Term Ending April 30, 2028
 - Eric MEschewski, Term Ending April 30, 2028

- Emerging Technology Advisory Commission
 - Andrew Nawrocki, Term Ending April 30, 2028
 - Mandar Kulkarni, Term Ending April 30, 2028
 - Nancy Trieb, Term Ending April 30, 2028
 - Issac Johnson, Term Ending April 30, 2028

- 4th of July Commission
 - Bill McLeod, Term Ending April 30, 2028

- Platzkonzert Commission
 - Gary Pilafas, Term Ending April 30, 2028
 - Wendy Schmidt, Term Ending April 30, 2028

- Plan Commission
 - Minerva Milford, Term Ending April 30, 2028
 - Adam Bauske, Term Ending April 30, 2028
 - Lon Harner, Term Ending April 30, 2028
 - John Wise, Term Ending April 30, 2028
 - Kendra Alexandra, Term Ending April 30, 2028

- Sister Cities Commission
 - Diana Murray, Term Ending April 30, 2028
 - Maureen Wise, Term Ending April 30, 2028
 - Lisa Christie, Term Ending April 30, 2028
 - Jill Wood-Naatz, Term Ending April 30, 2028
 - Marcia Frank, Term Ending April 30, 2028
 - Terri Lamberti, Term Ending April 30, 2028
 - Melissa Marscin, Term Ending April 30, 2028
 - Robin Jacobi, Term Ending April 30, 2028
 - Vanya Castle, Term Ending April 30, 2028

- Sustainability Commission
 - Anna Newell, Term Ending April 30, 2028
 - Lorraine Liesenberg, Term Ending April 30, 2028
 - Hannelore Conley, Term Ending April 30, 2028

- Utility Commission
 - James Bamberger, Term Ending April 30, 2028
 - Joanmarie Wermes, Term Ending April 30, 2028

- Veterans Memorial Commission
 - William Hafner, Term Ending April 30, 2028
 - Robert Fleming, Term Ending April 30, 2028
 - Tom Zasadil, Term Ending April 30, 2028

- Robert Mattson, Term Ending April 30, 2028
- Theodore Korth, Term Ending April 30, 2028

- Youth Commission

- Michael Reeves, Term Ending April 30, 2028
- Adrienne Reeves, Term Ending April 30, 2028

- B. Trustee Comments
- C. Village Manager's Report
- D. Village Clerk's Report
- E. Committee Reports
 - 1. Transportation & Road Improvement
 - 2. Planning, Building & Zoning
 - 3. General Administration & Personnel

7. **ADDITIONAL BUSINESS**

- A. Approval of an Ordinance Amending Section 8-3-22, Number of Licenses, Of Article 3, Alcoholic Liquors, of The Hoffman Estates Municipal Code.

8. **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.

MEETING: HOFFMAN ESTATES VILLAGE BOARD
DATE: APRIL 20, 2026
PLACE: COUNCIL CHAMBERS
MUNICIPAL BUILDING COMPLEX
1900 HASSELL ROAD
HOFFMAN ESTATES, ILLINOIS

1. CALL TO ORDER/ROLL CALL

Village President William McLeod called the meeting to order at 7:00 p.m. The Village Clerk called the roll. Trustees present: Anna Newell, Gary Stanton, Karen Arnet, Patrick Kinnane, Karen Mills.

Trustee Pilafas attended electronically.

A quorum was present.

ADMINISTRATIVE PERSONNEL PRESENT

E. Palm, Village Manager
D. O'Malley, Deputy Village Manager
J. Pape, Assistant Village Manager
A. Janura, Corporation Counsel
J. Dickson, Assistant Corporation Counsel
K. Cawley, Chief of Police
A. Wax, Fire Chief
J. Bending, Deputy Police Chief
S. Arroyo, Assistant Finance Director
J. Nebel, PW Director
M. Saavedra, HHS Director
M. Brito, Communications Manager
J. Horn, Development Services Director
S. Kapur, Director of Building & Code Enforcement
R. Signorella, Multimedia Production Manager
T. Cuevas, Administrative Intern

Motion by Trustee Kinnane, seconded by Trustee Arnet, to allow Trustee Pilafas to attend electronically. Voice vote taken. All ayes. Motion carried.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

The Pledge of Allegiance was led by Trustee Kinnane.

3. PUBLIC COMMENTS

Motion by Trustee Arnet, seconded by Trustee Kinnane, to move Public Comment to after Item 8. Additional Business. Voice vote taken. All ayes. Motion carried.

4. APPROVAL OF MINUTES**4.A. Village Board 04-06-2026**

Motion by Trustee Arnet, seconded by Trustee Stanton, to approve Item 4.A. Voice vote taken. All ayes. Motion carried.

5. CONSENT AGENDA/OMNIBUS VOTE:**5.A. Approval of Agenda**

Motion by Trustee Mills, seconded by Trustee Stanton, to approve Item 5.A.

Roll Call:

Aye: Newell, Pilafas, Stanton, Arnet, Kinnane, Mills

Nay:

Mayor McLeod voted aye.

Motion carried.

5.B. Approval of the schedule of bills for April 20, 2026 - \$5,184,898.71.

Motion by Trustee Mills, seconded by Trustee Stanton, to approve Item 5.B.

Roll Call:

Aye: Newell, Pilafas, Stanton, Arnet, Kinnane, Mills

Nay:

Mayor McLeod voted aye.

Motion carried.

5.C. Approval of Ordinance #5224-2026 Amending Municipal Code Section 6-2-1-HE-11-1302-A, Additional No Parking Streets and Area - 2161 Somersworth Place.

Motion by Trustee Mills, seconded by Trustee Stanton, to approve Item 5.C.

Roll Call:

Aye: Newell, Pilafas, Stanton, Arnet, Kinnane, Mills

Nay:

Mayor McLeod voted aye.

Motion carried.

5.D. Approval of Resolution #1767-2026 Authorizing an Agreement with Applied GeoScience, Inc. of Schaumburg, IL, for inspection and testing services for 2026 Infrastructure Projects in an amount not to exceed \$110,000.

Motion by Trustee Mills, seconded by Trustee Stanton, to approve Item 5.D.

Roll Call:

Aye: Newell, Pilafas, Stanton, Arnet, Kinnane, Mills

Nay:

Mayor McLeod voted aye.

Motion carried.

5.E. Approval of Resolution #1768-2026 Appointing Catherine Doczekalski as the IMRF Authorized Agent.

Motion by Trustee Mills, seconded by Trustee Stanton, to approve Item 5.E.

Roll Call:

Aye: Newell, Pilafas, Stanton, Arnet, Kinnane, Mills

Nay:

Mayor McLeod voted aye.

Motion carried.

6. REPORTS**6.A. President's Report****1. Presentation(s)****a. Life Saving Award**

Clayton Johnson, Kyle Adlon, and Leon Spears were honored and presented with a Life Saving Award in recognition of their quick thinking and lifesaving action during a critical moment that ultimately saved a life. They were each commended by the Board.

2. Proclamation(s)**a. Building Safety Month**

The proclamation was read by Trustee Stanton. Motion by Trustee Arnet, seconded by Trustee Pilafas, to concur with the proclamation proclaiming May, 2026 as Building Safety Month. Voice vote taken. All ayes. Motion carried.

Sanyo Kapur accepted the proclamation and was congratulated by the Board.

b. National Apprenticeship Week

The proclamation was read by Trustee Newell. Motion by Trustee Arnet, seconded by Trustee Stanton, to concur with the proclamation proclaiming April 26 through May 2, 2026 as National Apprenticeship Week. Voice vote taken. All ayes. Motion carried.

Jesus Guerrero and Liz Prosser from I-CAR accepted the proclamation and were congratulated by the Board.

Mayor McLeod read a letter received from a resident commending emergency personnel for the excellent service provided during a recent lifesaving incident. Mayor McLeod attended several events and meetings including a Northwest Municipal Conference Bicycle and Pedestrian Committee meeting, a Hope 4 Hoffman planning meeting, a US Conference of Mayors All Mayors Tackling Childhood Hunger in Local Communities meeting, the Citizens Fire Academy Graduation ceremony, and a public hearing.

6.B. Trustee Comments

Trustee Newell attended the Citizens Police Academy, Senior Open House at the Triphahn Center, an Eagle Court of Honor ceremony, the Senior Commission luncheon, Coffee with the Board, and the Citizens Fire Academy Graduation ceremony. She congratulated all graduates of the Citizens Fire Academy and the recipients of the Life Saving Award.

Trustee Arnet congratulated the recipients of the Life Saving Award. She attended Coffee with the Board and an Eagle Court of Honor ceremony. She also attended the Citizens Police Academy.

Trustee Pilafas congratulated the recipients of the Life Saving Award as well as the Fire Department for the lifesaving actions and commended both Chiefs for their leadership.

Trustee Mills attended Coffee with the Board. She congratulated the graduates of the Citizens Fire Academy and the recipients of the Life Saving Award.

Trustee Kinnane attended a Knights of Columbus Officer business meeting, the Senior Commission luncheon, Coffee with the Board, and the Citizens Fire Academy Graduation ceremony. He commended the recipients of the Life Saving Award and commended both Chiefs for their leadership.

Trustee Stanton attended the Bon Appetit Festival, an Eagle Court of Honor ceremony, the Schaumburg Township Open House, the Senior Commission luncheon, Coffee with the Board, and the Citizens Fire Academy Graduation ceremony. He also commended the recipients of the Life Saving Award on their outstanding achievements.

6.C. Village Manager's Report

The Village Manager commended the recipients of the Life Saving Award and both Chiefs for their outstanding leadership. He also recognized Sanyo Kapur for outstanding service and leadership.

6.D. Village Clerk's Report

The Village Clerk stated that during the month of March, 48 passports were processed and 266 FOIA requests were responded to.

6.E. Committee Reports

1. Public Health & Safety

Trustee Mills stated that they would be meeting to discuss authorization to award a five-year contract for the Village's towing contract to Redmon's Towing, Schaumburg, IL (Sole Bid); authorization to enter into a renewal agreement for 3 years with DACRA Tech LLC, Elgin, IL effective 7/1/26 in an amount not to exceed \$24,000 for the first year; and to receive and file the Police Department Monthly Report, the Health & Human Services Monthly Report, the Emergency Management Coordinator Monthly Report, and the Fire Department Monthly Report.

2. Finance

Trustee Pilafas stated that they would be meeting to receive and file the Finance Department Monthly Report, the Information Technology Department Monthly Report, and the NOW Arena Monthly Report.

3. Public Works & Utilities

Trustee Newell stated that they would be meeting to discuss the Approval of a Resolution authorizing a three-year service agreement with Open Gov Incorporated out of San Francisco, CA for a cumulative amount not to exceed \$275,482; Approval of a resolution authorizing an agreement for 2026, 2027, and 2028 street sweeping contract with Lakeshore Recycling Services LLC in an amount to be determined for a cumulative amount not to exceed \$455,482; Approval of a resolution authorizing an agreement with KM Engineering Incorporated, which is out of New Lenox, IL for design engineering for the T2 rehabilitation in an amount not to exceed \$89,480; and to receive and file the Department of Public Works Monthly Report and the Engineering Division Monthly Report.

6.F. Treasurer's Report

Mayor Mcleod stated that the Treasurer's report would be received and filed.

7. PLAN COMMISSION RECOMMENDATIONS

7.A. Approval of an Ordinance Granting a Special Use to FCPT Holdings LLC for an Animal Hospital located at 2370 W Higgins Road.

Motion by Trustee Mills, seconded by Trustee Kinane, to approve Item 7.A.

Discussion:

Chairperson Chatwani stated that the Plan Commission held a Public Hearing on April 15, 2026 and recommended approval.

The new owner is seeking approval to allow for continued operation of the existing animal hospital. There are no proposed changes to this current operation.

It was confirmed that they do overnight boarding but do not have staff available 24 hours on site. If there is a critical care or medical case, they would send the animal to Golf Rose Animal Hospital. It was also confirmed that the name would remain.

Roll Call:

Aye: Newell, Pilafas, Stanton, Arnet, Kinnane, Mills

Nay:

Mayor McLeod voted aye.

Motion carried.

8. ADDITIONAL BUSINESS

There was no additional business.

3. PUBLIC COMMENTS

No one wished to be recognized.

9. ADJOURNMENT

Motion by Trustee Arnet, seconded by Trustee Kinnane, to adjourn the meeting. Voice vote taken. All ayes. Motion carried. Time: 7:37 p.m.

Patty Richter
Village Clerk

Date Approved

The Village of Hoffman Estates complies with the Americans with Disabilities Act (ADA). For accessibility assistance, call the ADA Coordinator at 847/882-9100.

MEETING: SPECIAL HOFFMAN ESTATES VILLAGE BOARD
DATE: APRIL 27, 2026
PLACE: COUNCIL CHAMBERS
MUNICIPAL BUILDING COMPLEX
1900 HASSELL ROAD
HOFFMAN ESTATES, ILLINOIS

1. CALL TO ORDER:

Deputy Village President Gary Stanton called the meeting to order at 6:42 p.m. The Village Clerk called the roll. Trustees present: Gary Pilafas, Karen Arnet, Anna Newell. Village President William McLeod and Trustee Kinnane attended electronically. A quorum was present.

ADMINISTRATIVE PERSONNEL PRESENT:

D. O'Malley, Deputy Village Manager
J. Pape, Assistant Village Manager
A. Janura, Corporation Counsel
K. Cawley, Chief of Police
A. Wax, Fire Chief
J. Nebel, PW Director
D. Raszka, Director of IT
R. Musiala, Finance Director
A. Wenderski, Director of Engineering
R. Signorella, Multimedia Production Manager

Motion by Trustee Pilafas, seconded by Trustee Arnet, to allow Village President William McLeod and Trustee Kinnane to attend electronically. Voice vote taken. All ayes. Motion carried.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

The Pledge of Allegiance was led by Trustee Pilafas.

Motion by Trustee Kinnane, seconded by Trustee Arnet to recess the meeting until the applicant appears. Voice vote taken. All ayes. Motion carried. Time 6:44 p.m.

Trustee Mills arrived at 6:46p.m.

Deputy Village President Gary Stanton called the meeting back to order at 6:47 p.m. The Village Clerk called the roll. Trustees present: Gary Pilafas, Karen Arnet, Karen Mills, Anna Newell. Village President William McLeod and Trustee Kinnane attended electronically. A quorum was present.

3. PUBLIC COMMENTS

No one wished to be recognized.

4. ADDITIONAL BUSINESS:

4.A. Boards and Commissions Interviews

The Board interviewed a volunteer for the Arts Commission. This applicant will be appointed to the Arts Commission at the May 4, 2026, Village Board meeting.

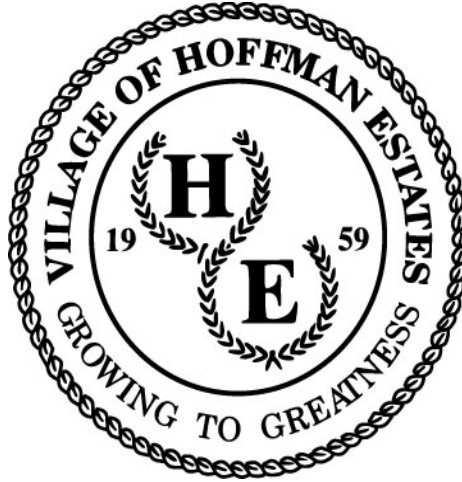
The Board interviewed a volunteer for the Cultural Awareness Commission. This applicant will be appointed to the Cultural Awareness Commission at the May 4, 2026, Village Board meeting.

5. ADJOURNMENT

Motion by Trustee Pilafas, seconded by Trustee Mills, to adjourn the meeting. Voice vote taken. All ayes. Motion carried. Time: 7:01 p.m.

Patty Richter Village Clerk

Date Approved



BILL LIST SUMMARY

BILL LIST AS OF	05/04/2026	\$ 2,155,520.69
MANUAL CHECKS	04/17/2026 - 04/30/2026	\$ 16,967.00
PAYROLL	05/01/2026	\$ 1,772,713.82
TOTAL		\$ 3,945,201.51

VILLAGE OF HOFFMAN ESTATES

MAY 4, 2026

GL Number	Vendor Name	Invoice Description	Amount
Fund: 100 GENERAL FUND			
Department: 0000 MISCELLANEOUS			
100-0000-03020.000	ADVANCE AUTO PARTS	STOCK PARTS	48.39
100-0000-03020.000	ADVANCE AUTO PARTS	STOCK PARTS	190.60
100-0000-03020.000	CAR-ONE TIRE AND AUTO	STOCK PARTS	1,286.00
100-0000-03020.000	CHICAGO PARTS & SOUND LLC	STOCK PARTS	266.53
100-0000-03020.000	CHICAGO PARTS & SOUND LLC	STOCK PARTS	392.46
100-0000-03020.000	CHICAGO PARTS & SOUND LLC	STOCK PARTS	351.96
100-0000-03020.000	FACTORY MOTOR PARTS CO	STOCK PARTS	21.58
100-0000-03020.000	FACTORY MOTOR PARTS CO	STOCK PARTS	55.20
100-0000-03020.000	O'REILLY AUTO PARTS	STOCK PARTS	3.73
100-0000-03030.000	PROVEN IT	5/23- 6/22/26 CONTRACT BASE RATE CHARGE	836.80
100-0000-11060.000	MAIN EVENT ENTERTAINMENT LP	TAX INCENTIVE FY2025	8,577.73
100-0000-14450.000	KLUEVER LAW GROUP LLC	OVERPAYMENT OF WATER 485 WASHINGTON	84.00
100-0000-14450.000	SECOND CHANCE CARDIAC SOLUTIONS	NO TRADE IN INVOICE FOR NEW AED	800.00
100-0000-34050.000	EMS MANAGEMENT & CONSULTANTS, INC.	PARAMEDIC COLLECTIONS FEE MARCH 2026	3,693.08
100-0000-34050.000	EMS MANAGEMENT & CONSULTANTS, INC.	PARAMEDIC FEE BILLING 03/01 - 03/31/26	7,166.01
Total Department 0000 MISCELLANEOUS			<u>23,774.07</u>
Department: 1013 GENERAL GOVT LEGAL			
100-1013-45420.000	RICHARD A KAVITT ATTORNEY AT LAW	HOURS WEEK OF APR 20, 2026	1,450.00
100-1013-45670.000	ARTHUR L JANURA JR	LEGAL SERVICES - 2026 BOND ISSUE	5,000.00
Total Department 1013 GENERAL GOVT LEGAL			<u>6,450.00</u>
Department: 1014 GENERAL GOVT FINANCE			
100-1014-44010.000	FEDERAL EXPRESS CORP	SHIPPING	18.77
Total Department 1014 GENERAL GOVT FINANCE			<u>18.77</u>
Department: 1015 GENERAL GOVT CLERK			
100-1015-44030.000	CLASS PRINTING	STICKERS FOR BL	135.00
100-1015-44030.000	THE FINER LINE	GOLD SEAL FOR BL	334.95
Total Department 1015 GENERAL GOVT CLERK			<u>469.95</u>
Department: 1016 GENERAL GOVT HRM			
100-1016-44020.000	WAREHOUSE DIRECT	OFFICE SUPPLIES	63.78
100-1016-44160.000	PROVEN IT	5/23- 6/22/26 CONTRACT BASE RATE CHARGE	73.30
100-1016-45070.000	ZELLE LLC	SKILLS TESTING ANNUAL FEE	2,205.00
100-1016-45790.000	WELLOW URGENT CARE	PRE-EMPLOYMENT SCREENING	1,007.88
Total Department 1016 GENERAL GOVT HRM			<u>3,349.96</u>
Department: 1025 GENERAL GOVT COMMUNICATIONS			
100-1025-45010.000	COMCAST BUSINESS	INTERNET SERVICES - VH	331.68
100-1025-45070.000	MECO CONSULTING GROUP, LLC	LAYOUT & DESIGN MAY-JUNE'26 NEWSLETTER	2,400.00
Total Department 1025 GENERAL GOVT COMMUNICATIONS			<u>2,731.68</u>

VILLAGE OF HOFFMAN ESTATES

MAY 4, 2026

GL Number	Vendor Name	Invoice Description	Amount
Department: 2012 POLICE ADMINISTRATION			
100-2012-44020.000	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	583.12
100-2012-44160.000	PROVEN IT	5/23- 6/22/26 CONTRACT BASE RATE CHARGE	518.25
100-2012-44210.000	SYMBOL ARTS	VET COMM CHALLENGE COINS	1,807.50
100-2012-44220.000	JOHN J SCOTILLO	APR 2026 LEGAL SERVICES	750.00
100-2012-44220.000	PAMELA G KARAHALIOS	HEARING OFFICER SERVICES APR, 2026	1,150.00
100-2012-45070.000	MORIZZO FUNERAL HOME & CREMATION	ME TRANSPORT HEP26-001632	275.00
Total Department 2012 POLICE ADMINISTRATION			5,083.87
Department: 2021 POLICE PATROL & RESPONSE			
100-2021-43010.000	ILL.JUVENILE OFFICER ASSN.	REGISTRATION FOR KRZYSZTOF KOWAL	275.00
100-2021-43010.000	ILLINOIS TACTICAL OFFICER'S ASSOC.	5 DAY RAPID DEPLOYMENT INSTR COURSE	860.00
100-2021-43010.000	KRZYSZTOF KOWAL	PER DIEM IL JUVENILE ASSOC CONFERENCE	93.00
100-2021-45420.000	VESTIS FIRST AID	FIRST AID KIT REPLENISH	199.51
Total Department 2021 POLICE PATROL & RESPONSE			1,427.51
Department: 2022 POLICE TRAFFIC CONTROL			
100-2022-44080.000	TAPCO	SPEED TRAILER EQUIP MGMT	1,500.00
Total Department 2022 POLICE TRAFFIC CONTROL			1,500.00
Department: 2023 POLICE INVESTIGATIONS			
100-2023-44140.000	AT & T	TOWER/AREA SEARCH HEP26-000929	195.00
100-2023-45420.000	ELINEUP LLC	ANNUAL LICENSE/SUPPORT/MAINTENANCE	750.00
Total Department 2023 POLICE INVESTIGATIONS			945.00
Department: 2024 POLICE COMMUNITY RELATIONS			
100-2024-44140.000	PHILIP GIACONE	REIMBURSEMENT FOR CPA SUPPLIES	72.43
Total Department 2024 POLICE COMMUNITY RELATIONS			72.43
Department: 2071 POLICE EMERGENCY OPS			
100-2071-45100.000	FULTON SIREN SERVICES	TORNADO SIREN ANNUAL MAINTENANCE	5,556.85
100-2071-45100.000	FULTON SIREN SERVICES	TORNADO SIREN ANNUAL MAINTENANCE	183.64
100-2071-45100.000	FULTON SIREN SERVICES	TORNADO SIREN ANNUAL MAINTENANCE	692.00
100-2071-45420.000	COMCAST BUSINESS	INTERNET SERVICES	120.70
100-2071-45420.000	COMCAST BUSINESS	INTERNET SERVICES	42.80
Total Department 2071 POLICE EMERGENCY OPS			6,595.99
Department: 3012 FIRE ADMINISTRATION			
100-3012-44160.000	PROVEN IT	5/23- 6/22/26 CONTRACT BASE RATE CHARGE	42.35
Total Department 3012 FIRE ADMINISTRATION			42.35
Department: 3031 FIRE SUPPRESSION			
100-3031-43010.190	NICHOLAS FORSYTHE	FDIC PARKING REIMBURSEMENT	58.83
100-3031-43010.190	NICHOLAS FORSYTHE	FDIC PARKING REIMBURSEMENT	35.00

VILLAGE OF HOFFMAN ESTATES

MAY 4, 2026

GL Number	Vendor Name	Invoice Description	Amount
100-3031-43040.160	TODAYS UNIFORMS	PROTECTIVE CLOTHING	539.00
100-3031-44080.120	NORTHWEST CENTRAL DISPATCH SYSTEM	PORTABLE RADIO CHARGERS	2,218.64
100-3031-45100.110	AIR ONE EQUIPMENT INC	MAKO COMPRESSOR REPAIR	559.00
100-3031-45100.110	AIR ONE EQUIPMENT INC	CASCADE CYLINDER HYDROTEST	490.00
100-3031-45100.130	EQUIPMENT MANAGEMENT CO.	EXTRICATION TOOL REPAIR	4,320.00
100-3031-45100.130	EQUIPMENT MANAGEMENT CO.	EXTRICATION TOOL REPAIR	717.50
100-3031-45420.000	KOZIOL REPORTING SERVICE	REPORTING SERVICE	316.00
100-3031-45420.150	NORTHWEST CENTRAL DISPATCH SYSTEM	WAVE APP	48.00
100-3031-45420.150	NORTHWEST CENTRAL DISPATCH SYSTEM	IMAGETREND FIRE ANNUAL MAINTENANCE	1,669.23
Total Department 3031 FIRE SUPPRESSION			10,971.20
 Department: 3032 FIRE EMERGENCY MEDICAL SERVICES			
100-3032-43010.000	BLAKE HOWARD	PARAMEDIC RENEWAL FEE	41.00
100-3032-43010.000	JAMES KOTRBA	PARAMEDIC RENEWAL FEE	41.00
100-3032-43010.000	JOHN BELDIN	PARAMEDIC RENEWAL FEE	41.00
100-3032-43010.000	STEVEN NUSSER	PARAMEDIC RENEWAL FEE	41.00
100-3032-44190.000	AIRGAS USA, LLC	OXYGEN REFILL	1,886.51
100-3032-44190.000	BOUND TREE MEDICAL, LLC	EMS SUPPLIES	185.16
Total Department 3032 FIRE EMERGENCY MEDICAL SERVICES			2,235.67
 Department: 3033 FIRE PREVENTION			
100-3033-43030.000	FIRE INVESTIGATORS STRIKE FORCE	ANNUAL DUES	125.00
100-3033-45070.000	JOHNSON CONTROLS SECURITY SOLUTIONS	RECURRING SERVICE	70,799.38
100-3033-45070.000	JOHNSON CONTROLS SECURITY SOLUTIONS	RECURRING SERVICE	600.00
100-3033-45070.000	JOHNSON CONTROLS SECURITY SOLUTIONS	RECURRING SERVICE	600.00
Total Department 3033 FIRE PREVENTION			72,124.38
 Department: 3035 FIRE STATIONS			
100-3035-45100.000	ABESCO INC	COFFEE MACHINE REPAIR FS24	144.99
100-3035-45100.000	HAIGES MACHINERY, INC	GEAR EXTRACTOR REPAIR FS22	295.00
Total Department 3035 FIRE STATIONS			439.99
 Department: 4012 PUBLIC WORKS ADMINISTRATION			
100-4012-44140.000	CANTEEN REFRESHMENT SERVICES	COFFEE	172.25
100-4012-44140.000	CANTEEN REFRESHMENT SERVICES	COFFEE CREDIT	(5.40)
Total Department 4012 PUBLIC WORKS ADMINISTRATION			166.85
 Department: 4041 PUBLIC WORKS SNOW & ICE			
100-4041-44140.000	MENARDS - HNVR PARK	VARIOUS SUPPLIES	63.96
Total Department 4041 PUBLIC WORKS SNOW & ICE			63.96
 Department: 4042 PUBLIC WORKS TRAFFIC OPERATIONS			
100-4042-44080.000	A & A EQUIPMENT & SUPPLY CO.	SMALL TOOLS/EQUIP	449.84
100-4042-44140.000	MENARDS - HNVR PARK	SUPPLIES	161.18
100-4042-44140.000	MENARDS - HNVR PARK	VARIOUS SUPPLIES	42.35

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GL Number	Vendor Name	Invoice Description	Amount
100-4042-45020.000	COMMONWEALTH EDISON	ELECTRIC - SEDGE/RT 25	3,106.08
100-4042-45020.000	COMMONWEALTH EDISON	ELECTRIC - 290 KINGMAN	22.00
100-4042-45020.000	COMMONWEALTH EDISON	ELECTRIC - 0 GLENDALE TRAFFIC LIGHTS	2,358.70
100-4042-45210.000	BUILDERS ASPHALT, LLC	PATCH - ACORN DR	336.03
100-4042-45440.000	3M HAK0206	SUPPLIES	790.48
100-4042-45440.000	3M HAK0206	SIGN SHEETING MATERIALS	2,197.81
100-4042-45440.000	3M HAK0206	SIGN SHEETING MATERIALS	2,821.20
Total Department 4042 PUBLIC WORKS TRAFFIC OPERATIONS			12,285.67
 Department: 4043 PUBLIC WORKS FORESTRY			
100-4043-44080.000	MENARDS - HNVR PARK	SUPPLIES TREE MAINTENANCE	83.94
100-4043-44140.000	MENARDS - HNVR PARK	SUPPLIES TREE MAINTENANCE	44.69
100-4043-45070.000	V CARDENAS LANDSCAPING	2026 CONTRACT LANDSCAPE SERVICES	2,452.79
100-4043-45370.000	GREEN SOILS MANAGEMENT LLC	MAINTENANCE TREES	100.00
100-4043-45370.000	MENARDS - HNVR PARK	SUPPLIES TREE MAINTENANCE	16.00
100-4043-46100.000	LAKE STATES EVERGREEN COMPANY, LLC	FORESTRY	675.85
Total Department 4043 PUBLIC WORKS FORESTRY			3,373.27
 Department: 4044 PUBLIC WORKS FACILITIES			
100-4044-44120.000	CASE LOTS	2026 JANITORIAL SUPPLIES	2,551.10
100-4044-45020.000	COMMONWEALTH EDISON	ELECTRIC - 5105 PRAIRIE STONE	791.79
100-4044-45030.000	NICOR GAS	GAS - 411 W HIGGINS	902.61
100-4044-45030.000	NICOR GAS	GAS - 1900 HASSELL RD	68.49
100-4044-45030.000	NICOR GAS	GAS - 5775 BEACON POINTE	1,017.49
100-4044-45070.000	SOUND INC.	BRIVO PANEL	1,568.33
100-4044-45070.000	SOUND INC.	BRIVO PANEL	1,568.33
100-4044-45090.000	CINTAS	2026 UNIFORM AND MAT SERVICES	53.39
100-4044-45100.000	TK ELEVATOR	2026 ELEVATOR PREVENTIVE MAINTENCE	4,600.66
100-4044-45100.000	TK ELEVATOR	2026 ELEVATOR PREVENTIVE MAINTENCE	2,507.85
100-4044-45160.000	H-O-H WATER TECHNOLOGY INC	CHILLER CHEMICALS	1,427.30
100-4044-45160.000	SOUND INC.	SERVICE ON PANEL	441.00
100-4044-45160.000	TK ELEVATOR	MAINT PLAN	100.00
100-4044-45170.000	DEKALB MECHANICAL INC	EXT SNOW/ICE MELT SYSTEM	1,050.00
100-4044-45170.000	MARSHALL WOLF AUTOMATION	PD LIGHTING	478.84
100-4044-45170.000	ROSE PEST SOLUTIONS INC	411 W HIGGINS PEST CONTROL	138.00
100-4044-45170.000	THE SHERWIN-WILLIAMS CO	PD EOC OFC REFRESH	183.40
100-4044-45170.000	TK ELEVATOR	MAINT PLAN	100.00
100-4044-45180.000	CINTAS	2026 UNIFORM AND MAT SERVICES	31.01
100-4044-45180.000	CINTAS	2026 UNIFORM AND MAT SERVICES	31.83
100-4044-45180.000	CINTAS	2026 UNIFORM AND MAT SERVICES	29.18
100-4044-45180.000	CINTAS	2026 UNIFORM AND MAT SERVICES	36.89
100-4044-45180.000	TK ELEVATOR	2026 ELEVATOR PREVENTIVE MAINTENCE	2,333.68
100-4044-45180.000	TK ELEVATOR	MAINT PLAN	100.00
100-4044-45200.000	GRAINGER INC	EXHAUST FAN MAINT	76.20
Total Department 4044 PUBLIC WORKS FACILITIES			22,187.37

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GL Number	Vendor Name	Invoice Description	Amount
Department: 4045 PUBLIC WORKS FLEET SERVICES			
100-4045-43040.000	CINTAS	2026 UNIFORM AND MAT SERVICES	72.65
100-4045-43040.000	CINTAS	2026 UNIFORM AND MAT SERVICES	72.65
100-4045-43040.000	CINTAS	2026 UNIFORM AND MAT SERVICES	72.65
100-4045-44080.000	JORDAN OSKWAREK	TOOL ALLOWANCE INCREASE PER CBA	125.00
100-4045-44110.000	AL WARREN OIL CO INC	FUEL UNLEADED	18,637.92
100-4045-44110.000	AL WARREN OIL CO INC	FUEL BIODIESEL	3,411.84
100-4045-44110.000	AL WARREN OIL CO INC	BULK OIL STOCK	2,345.11
100-4045-44110.000	AL WARREN OIL CO INC	BULK OIL STOCK	514.25
100-4045-44140.000	FASTENAL INDUSTRIAL & CONST.	VARIOUS SUPPLIES	154.75
100-4045-44140.000	GRAINGER INC	REPAIR PARTS	82.26
100-4045-45070.000	PRECISE MRM LLC	5MB DATA PLAN	252.00
100-4045-45130.000	BRAD MANNING FORD INC	UNIT P31 PARTS	109.71
100-4045-45130.000	BRAD MANNING FORD INC	UNIT P48 PARTS	17.60
100-4045-45130.000	PIEMONTE DUNDEE CHEVROLET INC	UNIT P73 PARTS	263.21
100-4045-45140.000	BUMPER TO BUMPER/ LEE AUTO	UNIT FC04 PARTS	45.59
100-4045-45140.000	O'REILLY AUTO PARTS	UNIT FBT24 PARTS	44.26
100-4045-45340.000	ACME TRUCK BRAKE & SUPPLY CO.	UNIT 17 PARTS	447.58
100-4045-45340.000	ADVANCE AUTO PARTS	UNIT 350 PARTS	12.81
100-4045-45340.000	ADVANCE AUTO PARTS	UNIT 125 PARTS	57.01
100-4045-45340.000	ADVANCE AUTO PARTS	UNIT 350 PARTS	22.05
100-4045-45340.000	BRAD MANNING FORD INC	UNIT 44 PARTS	250.75
100-4045-45340.000	BRAD MANNING FORD INC	UNIT 33 PARTS	354.73
100-4045-45340.000	BUMPER TO BUMPER/ LEE AUTO	UNIT 10 PARTS	22.79
100-4045-45340.000	BUMPER TO BUMPER/ LEE AUTO	UNIT 10 PARTS	22.79
100-4045-45340.000	LAKESIDE INTERNATIONAL LLC	UNIT 80 PARTS	255.03
100-4045-45340.000	O'REILLY AUTO PARTS	UNIT 112 PARTS	65.17
100-4045-45340.000	O'REILLY AUTO PARTS	UNIT 10 PARTS	13.98
100-4045-45340.000	O'REILLY AUTO PARTS	CREDIT	(10.00)
100-4045-45340.000	O'REILLY AUTO PARTS	UNIT 44 PARTS	94.50
100-4045-45340.000	VERMEER MIDWEST\VERMEER-IL	UNIT 125 PARTS	722.67
100-4045-45340.000	VERMEER MIDWEST\VERMEER-IL	UNIT 154 PARTS	60.92
100-4045-45360.000	KNAPHEIDE TRUCK EQUIPMENT CENTER	UNIT E95N PARTS	1,104.00
100-4045-45360.000	KNAPHEIDE TRUCK EQUIPMENT CENTER	UNIT E75N PARTS	1,104.00
100-4045-45360.000	O'REILLY AUTO PARTS	UNIT E94 PARTS	184.99
100-4045-46020.000	KAUFMAN TRAILERS OF NC INC	REPLACEMENT TRAILER	6,895.00
100-4045-46020.000	RUSH TRUCK CENTER OF ILLINOIS, INC	ONCOMMAND SUBSCRIPTION RENEWAL	1,441.00
100-4045-46020.000	TRAILER DELIVERY SERVICE	REPLACEMENT TRAILER DELIVERY	750.00
Total Department 4045 PUBLIC WORKS FLEET SERVICES			40,093.22
Department: 4047 PUBLIC WORKS STORM SEWERS			
100-4047-45220.000	MULTIPLE CONCRETE ACCESS CORP	SUPPLIES - STORM SEWER	387.20
Total Department 4047 PUBLIC WORKS STORM SEWERS			387.20

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GL Number	Vendor Name	Invoice Description	Amount
Department: 5050 DEVELOPMENT SVCS PLANNING&TRANSPORTATION			
100-5050-44040.000	THE SIDWELL CO.	SIDWELL - COOK MAPS	126.00
100-5050-45460.000	PADDOCK PUBLICATIONS INC	HEARING NOTICES	37.80
Total Department 5050 DEVELOPMENT SVCS PLANNING&TRANSPORTATION			<u>163.80</u>
Department: 5051 DEVELOPMENT SVCS BLDG&CODE ENFORCEMENT			
100-5051-45070.000	THOMPSON ELEVATOR INSPECTION INC	ELEVATOR PERMIT PLAN REVIEW	80.00
100-5051-45450.000	ELIZABETH DIANOVSKY	SAFETY SHOES	200.00
100-5051-45450.000	MARC SHULGA	SAFETY SHOES	164.98
Total Department 5051 DEVELOPMENT SVCS BLDG&CODE ENFORCEMENT			<u>444.98</u>
Department: 5052 DEVELOPMENT SVCS ENGINEERING			
100-5052-45100.000	COOK COUNTY TREASURER	2026 TRAFFIC SIGNAL MAINT - COUNTY	6,209.32
Total Department 5052 DEVELOPMENT SVCS ENGINEERING			<u>6,209.32</u>
Department: 5059 DEVELOPMENT SVCS ECONOMIC DEVELOPMENT			
100-5059-45900.000	CARVANA OPERATIONS HC LLC	TAX INCENTIVE FY25/JAN 26	51,870.00
100-5059-45900.000	ZEIGLER AUTO GROUP II INC	TAX INCENTIVE FY25	419,807.23
Total Department 5059 DEVELOPMENT SVCS ECONOMIC DEVELOPMENT			<u>471,677.23</u>
Department: 5565 HEALTH & HUMAN SERVICES			
100-5565-44160.000	PROVEN IT	5/23/26 TO 6/22/26 CONTRACT BASE RATE CHA	117.70
Total Department 5565 HEALTH & HUMAN SERVICES			<u>117.70</u>
Department: 6057 BOARDS & COMM POLIC & FIRE COMM			
100-6057-45070.000	HEALTH ENDEAVORS SC	NEW HIRE PHYSICALS	1,600.00
100-6057-45070.000	WELLOW URGENT CARE	PD FITNESS FOR DUTY - BAKER, R. MIRAGLIA	650.00
Total Department 6057 BOARDS & COMM POLIC & FIRE COMM			<u>2,250.00</u>
Department: 6058 BOARDS & COMMISSIONS MISCELLANEOUS			
100-6058-45750.000	JAMES HOJNACKI	ARTS COMMISSION PHOTO SEMINAR FEE	300.00
Total Department 6058 BOARDS & COMMISSIONS MISCELLANEOUS			<u>300.00</u>
Total Fund 100 GENERAL FUND			<u>697,953.39</u>
Fund: 402 CAPITAL VEHICLE & EQUIP			
Department: 0000 MISCELLANEOUS			
402-0000-46030.000	ULTRA STROBE COMMUNICATIONS	CHANGEOVER EQUIPMENT P10 AND P12	6,080.04
402-0000-46030.000	ULTRA STROBE COMMUNICATIONS	CHANGEOVER EQUIPMENT P10 AND P12	0.00
402-0000-46030.000	ULTRA STROBE COMMUNICATIONS	CHANGEOVER EQUIPMENT P10 AND P12	2,515.50
402-0000-46030.000	ULTRA STROBE COMMUNICATIONS	CHANGEOVER EQUIPMENT P10 AND P12	666.00
402-0000-46030.000	ULTRA STROBE COMMUNICATIONS	CHANGEOVER EQUIPMENT P10 AND P12	2,476.02
402-0000-46030.000	ULTRA STROBE COMMUNICATIONS	WHELEN LIGHTING INSTALLATION KIT	270.00
402-0000-46030.000	ULTRA STROBE COMMUNICATIONS	CHANGEOVER EQUIPMENT P10 AND P12	1,344.50
Total Department 0000 MISCELLANEOUS			<u>13,352.06</u>

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GL Number	Vendor Name	Invoice Description	Amount
Total Fund 402 CAPITAL VEHICLE & EQUIP			13,352.06
 Fund: 404 ROAD IMPROVEMENT FUND			
404-0000-46100.000	BAXTER & WOODMAN, INC.	HASELL RD BICYCLE & PEDESTRIAN PESA	1,920.00
404-0000-46100.000	STRAND ASSOCIATES, INC	ITEP HASELL BIKE/PED PH II	28,468.00
Total Department 0000 MISCELLANEOUS			30,388.00
Total Fund 404 ROAD IMPROVEMENT FUND			30,388.00
 Fund: 410 PRAIRIE STONE CAPITAL FND			
410-0000-46210.000	CONSTRUCTION INC.	VILLAGE GREEN RESTROOMS CONSTRUCT	1,004,031.04
410-0000-46210.000	KIMLEY-HORN & ASSOC INC	PRAIRIE STONE PKWY ACCESS STUDY	1,686.10
Total Department 0000 MISCELLANEOUS			1,005,717.14
Total Fund 410 PRAIRIE STONE CAPITAL FND			1,005,717.14
 Fund: 415 2024 BOND PROJECT			
415-0000-46040.000	DIGICOM INC.	NEW FS#21 ALERTING EQUIPMENT	1,440.36
Total Department 0000 MISCELLANEOUS			1,440.36
Total Fund 415 2024 BOND PROJECT			1,440.36
 Fund: 416 2026 BOND PROJECT			
416-0000-46040.000	V3 COMPANIES, LTD	FIRE STATION 22 OPTICOM INSTALLATION	322.50
Total Department 0000 MISCELLANEOUS			322.50
Total Fund 416 2026 BOND PROJECT			322.50
 Fund: 501 WATER & SEWER FUND			
Department: 4067 PUBLIC			
501-4067-44080.000	A & A EQUIPMENT & SUPPLY CO.	EQUIPMENT	599.98
501-4067-44080.000	LEE JENSEN SALES CO., INC.	SMALL TOOLS	126.00
501-4067-44080.000	MENARDS - HNVR PARK	VARIOUS SUPPLIES	42.95
501-4067-44140.000	CANTEEN REFRESHMENT SERVICES	COFFEE	172.26
501-4067-44200.000	TEST GAUGE INC	VARIOUS SUPPLIES	39.48

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GL Number	Vendor Name	Invoice Description	Amount
501-4067-45020.000	COMMONWEALTH EDISON	ELECTRIC - 1790 CHIPPENDALE	210.70
501-4067-45020.000	COMMONWEALTH EDISON	ELECTRIC - 2150 STONINGTON	4,024.75
501-4067-45020.000	COMMONWEALTH EDISON	ELECTRIC - 4140 CRIMSON	1,019.43
501-4067-45020.000	COMMONWEALTH EDISON	ELECTRIC - 3451 N WILSHIRE	1,200.68
501-4067-45030.000	NICOR GAS	GAS - 95 ASTER LN	433.75
501-4067-45030.000	NICOR GAS	GAS - 2550 PRAIRIE STONE	64.76
501-4067-45030.000	NICOR GAS	GAS - 1775 ABBEYWOOD	190.46
501-4067-45070.000	PACE ANALYTICAL SERVICES LLC	2026 WATER IEPA TESTING	530.00
501-4067-45070.000	PACE ANALYTICAL SERVICES LLC	2026 WATER IEPA TESTING	2,085.00
501-4067-45070.000	PRECISE MRM LLC	5MB DATA PLAN	108.00
501-4067-45070.000	STRAND ASSOCIATES, INC	WATER MODEL UPDATE	8,842.40
501-4067-45100.000	ADVANCE AUTO PARTS	UNIT 116 PARTS	11.88
501-4067-45100.000	ADVANCE AUTO PARTS	UNIT 318 PARTS	10.59
501-4067-45100.000	KNAPHEIDE TRUCK EQUIPMENT CENTER	UNIT 318 PARTS	8.08
501-4067-45100.000	SEWER EQUIPMENT CO OF AMERICA	UNIT 67 RODDER PUMP PARTS	3,496.37
501-4067-45100.000	WEST SIDE TRACTOR SALES	UNIT 56 PARTS	267.35
501-4067-45100.000	WEST SIDE TRACTOR SALES	UNIT 56 PARTS	136.03
501-4067-45270.000	MENARDS - HNVR PARK	VARIOUS SUPPLIES	110.55
501-4067-45280.000	HYDRAFLO INC.	HYDRANT MAINTENANCE	480.27
501-4067-45280.000	HYDRAFLO INC.	HYDRANT MAINTENANCE	1,161.20
501-4067-45280.000	SERVICE COMPONENTS INC	HYDRANT MAINTENANCE	122.36
501-4067-45280.000	UNDERGROUND PIPE & VALVE CO	HYDRANT MAINTENANCE	140.00
501-4067-45290.000	BEVERLY MATERIALS, L.L.C.	MAINTENANCE	330.00
501-4067-45290.000	BEVERLY MATERIALS, L.L.C.	MAINTENANCE	847.28
501-4067-45290.000	JSN CONTRACTORS SUPPLY	MARKING PAINT	273.00
501-4067-45290.000	UNDERGROUND PIPE & VALVE CO	WATER MAIN MAINTENANCE	518.00
501-4067-45290.000	UNDERGROUND PIPE & VALVE CO	WATER MAIN MAINTENANCE	584.00
501-4067-45290.000	WATER PRODUCTS CO.	REPAIR SUPPLIES	727.50
501-4067-45850.000	ACME TRUCK BRAKE & SUPPLY CO.	UNIT 66 PARTS	24.32
501-4067-45850.000	BRAD MANNING FORD INC	UNIT 61 PARTS	587.18
501-4067-45850.000	CTW INC.	UNIT 2 PARTS	108.24
501-4067-46020.000	LEE JENSEN SALES CO., INC.	AIR SHORE REPLACEMENT	3,796.00
501-4067-46020.000	LEE JENSEN SALES CO., INC.	AIR SHORE REPLACEMENT	2,072.00
501-4067-46020.000	LEE JENSEN SALES CO., INC.	AIR SHORE REPLACEMENT	750.00
Total Department 4067 PUBLIC WORKS WATER			36,252.80

Department: 4068 PUBLIC WORKS SEWER

501-4068-45020.000	COMMONWEALTH EDISON	ELECTRIC - 2090 CENTRAL	436.54
501-4068-45020.000	COMMONWEALTH EDISON	ELECTRIC - 1790 CHIPPENDALE	316.04
501-4068-45100.000	AMPERAGE ELECTRICAL SUPPLY	VARIOUS SUPPLIES	1,052.38
501-4068-45250.000	BENCHMARK SALES & SERVICE INC.	UNIVERSITY PUMP EMERG REPAIR	6,250.00
501-4068-45300.000	JSN CONTRACTORS SUPPLY	MARKING PAINT	273.00
501-4068-46020.000	EJ EQUIPMENT	VARIOUS SUPPLIES	1,235.10
Total Department 4068 PUBLIC WORKS SEWER			9,563.06

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GL Number	Vendor Name	Invoice Description	Amount
Department: 4070 PUBLIC WORKS WATER BILLING			
501-4070-44030.000	CLASS PRINTING	TROUBLE REPORTS	180.00
Total Department 4070 PUBLIC WORKS WATER BILLING			<u>180.00</u>
Department: 4073 WATER CAPITAL			
501-4073-46080.000	NATIONAL POWER RODDING CORP.	2025 SANITARY SEWER REHAB PROJECT	73,203.65
Total Department 4073 WATER CAPITAL			<u>73,203.65</u>
Total Fund 501 WATER & SEWER FUND			<u>119,199.51</u>
Fund: 505 NOW ARENA OPERTNG FUND			
Department: 0000 MISCELLANEOUS			
505-0000-44140.000	O'REILLY AUTO PARTS	UNIT 701 PARTS	188.73
505-0000-44140.000	O'REILLY AUTO PARTS	UNIT 701 PARTS	30.31
505-0000-44140.000	O'REILLY AUTO PARTS	UNIT 701 PARTS	54.85
505-0000-44140.000	O'REILLY AUTO PARTS	UNIT 701 PARTS	9.33
505-0000-44140.000	O'REILLY AUTO PARTS	UNIT 702 PARTS	279.42
505-0000-44140.000	O'REILLY AUTO PARTS	RETURNED TIE ROD CREDIT	(81.33)
505-0000-45100.000	PROVEN IT	5/23- 6/22/26 CONTRACT BASE RATE CHARGE	192.19
Total Department 0000 MISCELLANEOUS			<u>673.50</u>
Total Fund 505 NOW ARENA OPERTNG FUND			<u>673.50</u>
Fund: 601 INSURANCE FUND			
601-0000-11010.000	CARL BAUMERT	SICK INCENTIVE REIMBURSEMENT	1,390.80
601-0000-11010.000	GARY SEARS	SICK INCENTIVE REMIBURSEMENT	839.62
601-0000-11010.000	GREGORY POULOS	SICK INCENTIVE REIMBURSEMENT	1,080.00
601-0000-11010.000	KURT GERLACH	SICK INCENTIVE REIMBURSEMENT	1,283.44
601-0000-11010.000	SCOTT LAWRENCE	SICK INCENTIVE REIMBURSEMENT	633.28
Total Department 0000 MISCELLANEOUS			<u>5,227.14</u>
Department: 7000 INSURANCE			
601-7000-45510.000	ALLIANT	PUBLIC OFFICIAL BOND	2,041.00
601-7000-45510.000	ALLIANT	PUBLIC OFFICIAL BOND	100.00
601-7000-45540.000	ILLINOIS PUBLIC RISK FUND	IPRF QUARTERLY PAYMENT 3/31/2026	138,825.18
601-7000-45790.000	WELLNOW URGENT CARE	FIRE DEPT /EXAM—FIT FOR DUTY	325.00
Total Department 7000 INSURANCE			<u>141,291.18</u>
Total Fund 601 INSURANCE FUND			<u>146,518.32</u>
Fund: 602 INFORMATION SYSTEMS FUND			
Department: 4712 IT ADMINISTRATION			
602-4712-44020.000	THE FINER LINE	NAME PLATE, ENGRAVE, SHIPPING	70.87

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GL Number	Vendor Name	Invoice Description	Amount
602-4712-45010.000	CARASOFT TECHNOLOGY CORP	ZOOM OVERAGE	18.68
Total Department 4712 IT ADMINISTRATION			89.55
 Department: 4785 IT OPERATIONS			
602-4785-45070.000	PLANTE & MORAN PLLC	ERP IMPLEMENT PROJECT JAN'26-MAR'2026	14,850.00
602-4785-45420.000	CDW-GOVERNMENT INC	SWITCHING SECURITY AND LICENSING	37,000.00
602-4785-45420.000	CDW-GOVERNMENT INC	SECURITY SYSTEM LICENSING	40,549.40
602-4785-45420.000	CDW-GOVERNMENT INC	BACKUP LICENSING	12,150.00
602-4785-46020.000	CDW-GOVERNMENT INC	BEER GARDEN FIREWALL MOUNT	129.81
Total Department 4785 IT OPERATIONS			104,679.21
 Department: 4786 IT CAPITAL			
602-4786-46020.000	UNIFIED BOARD OPERATIONS LLC	NOW ARENA VIDEO SYSTEM	35,187.15
Total Department 4786 IT CAPITAL			35,187.15
 Total Fund 602 INFORMATION SYSTEMS FUND			139,955.91
 --- TOTALS BY FUND ---			
100		GENERAL FUND	697,953.39
402		CAPITAL VEHICLE & EQUIP	13,352.06
404		ROAD IMPROVEMENT FUND	30,388.00
410		PRAIRIE STONE CAPITAL FND	1,005,717.14
415		2024 BOND PROJECT	1,440.36
416		2026 BOND PROJECT	322.50
501		WATER & SEWER FUND	119,199.51
505		NOW ARENA OPERTNG FUND	673.50
601		INSURANCE FUND	146,518.32
602		INFORMATION SYSTEMS FUND	139,955.91
Total For All Funds:			2,155,520.69

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MANUAL CHECKS

Check Number	Date	GL Number	Vendor Name	Invoice Description	Amount
	4/17/2016	100-1011-45010.000	VERIZON WIRELESS	LANDLINES & EQUIPMENT	447.92
	4/17/2016	100-1012-45010.000	VERIZON WIRELESS	LANDLINES & EQUIPMENT	375.75
	4/17/2016	100-1014-45010.000	VERIZON WIRELESS	LANDLINES & EQUIPMENT	119.51
	4/17/2016	100-1015-45010.000	VERIZON WIRELESS	LANDLINES & EQUIPMENT	39.84
	4/17/2016	100-1016-45010.000	VERIZON WIRELESS	LANDLINES & EQUIPMENT	79.67
	4/17/2016	100-1025-45010.000	VERIZON WIRELESS	LANDLINES & EQUIPMENT	39.84
	4/17/2016	100-2071-45010.000	VERIZON WIRELESS	LANDLINES & EQUIPMENT	39.84
	4/17/2016	100-2012-45010.000	VERIZON WIRELESS	LANDLINES & EQUIPMENT	1518.52
	4/17/2016	100-3031-45010.000	VERIZON WIRELESS	LANDLINES & EQUIPMENT	61.37
	4/17/2016	100-3032-45010.000	VERIZON WIRELESS	LANDLINES & EQUIPMENT	1062.81
	4/17/2016	100-3033-45010.000	VERIZON WIRELESS	LANDLINES & EQUIPMENT	162.58
	4/17/2016	100-4012-45010.000	VERIZON WIRELESS	LANDLINES & EQUIPMENT	263.79
	4/17/2016	100-4042-45010.000	VERIZON WIRELESS	LANDLINES & EQUIPMENT	267.04
	4/17/2016	100-4043-45010.000	VERIZON WIRELESS	LANDLINES & EQUIPMENT	267.04
	4/17/2016	100-4044-45010.000	VERIZON WIRELESS	LANDLINES & EQUIPMENT	282.1
	4/17/2016	100-4045-45010.000	VERIZON WIRELESS	LANDLINES & EQUIPMENT	101.21
	4/17/2016	100-4046-45010.000	VERIZON WIRELESS	LANDLINES & EQUIPMENT	82.91
	4/17/2016	100-4047-45010.000	VERIZON WIRELESS	LANDLINES & EQUIPMENT	61.37
	4/17/2016	100-5012-45010.000	VERIZON WIRELESS	LANDLINES & EQUIPMENT	79.67
	4/17/2016	100-5050-45010.000	VERIZON WIRELESS	LANDLINES & EQUIPMENT	41.48
	4/17/2016	100-5051-45010.000	VERIZON WIRELESS	LANDLINES & EQUIPMENT	592.2
	4/17/2016	100-5052-45010.000	VERIZON WIRELESS	LANDLINES & EQUIPMENT	738.66
	4/17/2016	100-5059-45010.000	VERIZON WIRELESS	LANDLINES & EQUIPMENT	162.58
	4/17/2016	100-5565-45010.000	VERIZON WIRELESS	LANDLINES & EQUIPMENT	79.67
	4/17/2016	501-4067-45010.000	VERIZON WIRELESS	LANDLINES & EQUIPMENT	1593.55
	4/17/2016	602-4712-45010.000	VERIZON WIRELESS	LANDLINES & EQUIPMENT	3093.76
	4/17/2016	602-4712-45010.000	VERIZON WIRELESS	LANDLINES & EQUIPMENT	190.96
	4/17/2016	602-4785-45420.000	VERIZON WIRELESS	LANDLINES & EQUIPMENT	21.54

Check Number	Date	GL Number	Vendor Name	Invoice Description	Amount
143006		CHECK TOTAL			11,867.18
142359 V	4/17/2026	100-3031-45420.150	NORTHWEST CENTRAL DISPATCH	WAVE DEVICES MONTHLY FEE	(48.00)
143007	4/17/2026	100-3031-45420.150	NORTHWEST CENTRAL DISPATCH	WAVE DEVICES MONTHLY FEE	48.00
143008	4/20/2026	100-5565-45070.000	MANUEL X ZAMARRIPA	PRESENTATION - THE POWER OF STORIES	500.00
143009	4/20/2026	100-4045-45130.000	RT 62 WASH & LUBE	VEHICLE WASH - FEBRUARY 2026	562.50
143010	4/23/2026	100-0000-14080.000	MORIZZO FUNERAL HOME & CREMATION	SELF-HELP FUNERAL COSTS ASSISTANCE	2,000.00
	4/23/2026	501-0000-11500.000	RANDALL EVERETT	UB REFUND - LINE FEE	(7.61)
	4/23/2026	501-0000-11500.000	RANDALL EVERETT	UB REFUND - SEWER	(60.82)
	4/23/2026	405-0000-11500.000	RANDALL EVERETT	UB REFUND - STORM WTR	(31.01)
142658 V		CHECK TOTAL			(99.44)
	4/23/2026	501-0000-11500.000	RANDALL EVERETT	UB REFUND - LINE FEE	7.61
	4/23/2026	501-0000-11500.000	RANDALL EVERETT	UB REFUND - SEWER	60.82
	4/23/2026	405-0000-11500.000	RANDALL EVERETT	UB REFUND - STORM WTR	31.01
143011		CHECK TOTAL			99.44
143012	4/23/2026	100-1014-44010.000	FEDERAL EXPRESS	SHIPPING	37.32
143013	4/27/2026	100-0000-14500.000	MARK WONDOLKOWSKI	C-PAL	2,000.00
TOTAL					16,967.00



AGENDA ITEM REPORT

Village Board of Trustees
May 4, 2026
ITEM 5C

REQUEST: Approval of a Resolution authorizing to award the Village's towing contract to Redmon's Towing, Schaumburg, IL (Sole Bid).

FROM: Kasia Cawley, Police Chief

ITEM TYPE: Resolution - Village Board

REQUEST SUMMARY

The current Village towing contract, which was extended for two years, expired February 28, 2025. Since the current contract ran its full term, the Village advertised for bids to enter into a new five-year contract, with no extension option, with a vendor to provide towing services with the Village. One bid was received this year by the Village during the bidding process. The bid was submitted by Redmon's Towing of Schaumburg.

The Village of Hoffman Estates has maintained a longstanding and positive working relationship with Redmon's Towing, with officers and supervisors consistently reporting reliable service and no significant operational concerns. In reviewing the company's current bid, several pricing adjustments were noted. The cost for towing a standard vehicle remains unchanged at \$125, and the standard storage fee also remains steady at \$45. Redmon's Towing has introduced a \$10 decrease in the towing rate for heavier vehicles, though the storage fee for those heavier vehicles has increased by \$20. Additionally, the cost for a flatbed tow has risen modestly from \$150 to \$155, and the impound fee has also increased by \$5. Overall, the bid reflects a combination of minor increases and decreases, with the adjustments viewed as reasonable when compared to the Village's 2021 rates.

Since we began contractual services with Redmon's in 2007, we have not had any significant citizen complaints or officer complaints regarding their services. Redmon's Towing has been found to be a reputable and reliable towing company.

FINANCIAL IMPACT

This contract will have no financial impact on the Village budget. The current bid proposal from Redmon's Towing indicates no charge for towing Village owned vehicles, no charge for Village owned vehicles when road service is required, and no charge for vehicle relocations

RECOMMENDATION

Request authorization to award a five (5) year towing contract to Redmon's Towing, Schaumburg IL.

ATTACHMENTS

1. RESOLUTION VILLAGE TOWING CONTRACT
2. Authorized Village Towing Service Agreement

VILLAGE OF HOFFMAN ESTATES

RESOLUTION AUTHORIZING TO AWARD THE VILLAGE’S TOWING CONTRACT TO REDMON’S TOWING, SCHAUMBURG, IL (SOLE BID)

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

WHEREAS, the Village may regulate parking on Village streets; and may provide removal of vehicles left unattended illegally or abandoned upon any street or highway within the Village; and.

WHEREAS, the Village mindful of its duties and responsibilities to protect and maintain the public health, safety and welfare of its citizens has determined that it is necessary to provide the towing of vehicles; and

WHEREAS, the Village solicited bids for tow contractors and Redmon’s Towing was the sole bidder; and the Village determined they are able to satisfactorily perform the service; and

WHEREAS, Redmon’s Towing is willing to render said towing service for the Village upon the terms and conditions set forth in the agreement.

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 Redmon’s Towing as the awarded Village Towing contractor.

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

AUTHORIZED VILLAGE TOWING SERVICE AGREEMENT

This Agreement made and entered into this 9th day of April, 2026 by and between the Village of Hoffman Estates, an Illinois municipal corporation, (hereinafter referred to as "VILLAGE") and Redmon's Village Towing Inc. d/b/a Redmon's Towing (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, 625 Illinois Compiled Statutes, Section 5/11-208, provides that the VILLAGE may regulate parking on Village streets; and

WHEREAS, the Municipal Code of the Village of Hoffman Estates, Chapter 7, Article 10, Section 7-10-3, provides for removal of abandoned vehicles; and

WHEREAS, the Municipal Code of the Village of Hoffman Estates, Chapter 6, Section 6-2-1-HE-16-105 provides for seizure and impoundment of vehicles; and

WHEREAS, 625 Illinois Compiled Statutes, Section 5/11-1302, provides that the VILLAGE, by and through its Police Department, has the authority to remove or cause to be removed any unattended vehicle illegally left upon any street or highway within the VILLAGE; and

WHEREAS, the VILLAGE, mindful of its duties and responsibilities to protect and maintain the public health, safety and welfare of its citizens, has determined that it is necessary to provide for the towing of vehicles; and

WHEREAS, the VILLAGE has determined that the best interest of the VILLAGE would be served by the employment of the CONTRACTOR for said purpose as outlined in

CONTRACTOR’S bid dated March 30, 2026, attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the CONTRACTOR is willing to render said towing service for the VILLAGE upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the foregoing recitals, the mutual covenants, promises and agreements herein-after contained, the adequacy and sufficiency of which the parties hereto hereby acknowledge, the parties agree as follows:

1. CONTRACTOR agrees to provide twenty-four (24) hours towing services in accordance with Exhibit A and the terms and conditions set forth herein , seven (7) days a week; said service to commence, at the location of the service request, within twenty (20) minutes of such request by the VILLAGE. CONTRACTOR shall, in the performance of its duties, remove and relocate vehicles as directed by the VILLAGE.

2. CONTRACTOR agrees all vehicles towed or impounded shall be stored in a fully fenced and secured area capable of storing a minimum of eighty (80) full size passenger cars for storage of vehicles impounded by the VILLAGE.

3. CONTRACTOR agrees to maintain business hours with access to all storage facilities from 8:00 a.m. to 5:00 p.m. Monday through Saturday except holidays.

4. CONTRACTOR agrees to maintain a minimum of two (2) tow truck operators on call, available to report for duty twenty-four (24) hours a day, seven (7) days a week.

5. CONTRACTOR agrees to have and make available such equipment, facilities and trained personnel capable of operating such equipment as is necessary to provide the services specified in the General Specifications & Service Requirements.

6. The VILLAGE agrees to exclusively use the services of the CONTRACTOR for

the purposes set forth in this agreement, except that in the event that CONTRACTOR is unable to provide such towing and/or service, or is unable to provide sufficient equipment, facilities and trained personnel within twenty (20) minutes of the original call requesting towing services, the VILLAGE is authorized to use any other towing agency it desires.

7. CONTRACTOR agrees to provide the Police Department Traffic Section Commander with a copy of each individual tow receipt for each vehicle towed by the CONTRACTOR for the Village, which will include the following information: date and time towed; location towed from; vehicle description (including license plate number and state); tow driver's name; police case number; reason towed; date and time released; and total itemized charges, for the previous month by the 10th day of the following month.

8. CONTRACTOR agrees that vehicles towed/stored with broken windows, doors, etc., which make the interior of the vehicle open to the elements, will be covered with a tarp or similar item or will be stored indoors.

9. CONTRACTOR agrees to provide Police Department with a list of licensed drivers who will be operating under the terms of the contract, including any new drivers employed during the term of the contract.

10. CONTRACTOR agrees that the following rates for service provided to citizens at VILLAGE request shall apply, and further-more that all charges shall be the responsibility of and shall be billed to the vehicle owner, payable upon release of the vehicle for which such service was provided. The VILLAGE shall not be liable for such charges. The CONTRACTOR further agrees that if the Village determines that the CONTRACTOR has charged any fees over and above those allowed by this agreement, the CONTRACTOR will refund those fees within 14 days of being notified by the Village.

11. CONTRACTOR will abide by all additional requirements set forth in The General Specifications and Service Requirements.

12. CONTRACTOR agrees to conduct all towing services in an orderly and workmanlike manner, taking all reasonable precautions against damaging vehicles being towed. CONTRACTOR further agrees to comply with all applicable Illinois Statutes governing the towing of vehicles.

13. CONTRACTOR agrees to carry, at its own expense, the insurance requirements set forth in Exhibit A.

14. CONTRACTOR agrees that at its own cost and at all times, it will pay all salaries and other compensation and taxes due to its employees engaged in the performance of this contract.

15. The term of the contract shall commence on April 09th, 2026 and end on April 08th, 2031 provided this contract shall be subject to termination as provided in paragraph 16 hereof.

16. This agreement shall remain in full force and effect for the term provided for in paragraph 15 hereof, unless cancelled by either party hereto upon written notice, sixty days prior to cancellation, said notice mailed to the other party at the following addresses:

a. Village Manager
Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, IL 60169

b. Redmon's Towing
1323 S. Rodenburg Road
Schaumburg, IL 60193

17. The CONTRACTOR may, within sixty days prior to the anniversary of the commencement of this agreement, submit a written request for a rate adjustment, and

shall fully describe in any such request the justification for the rate adjustment. The VILLAGE shall review the request and may grant an adjustment by addendum to this agreement, or may reject the adjustment as unreasonable, in which case the VILLAGE may declare this agreement null and void. If the CONTRACTOR fails to request a rate adjustment in writing as stated, the rates as listed in the agreement shall apply.

18. CONTRACTOR agrees to indemnify, defend, and hold the Village harmless from any and all claims, demands, liabilities, and suits in law or in equity that may arise from or out of the CONTRACTOR'S activities while engaged in the performance of this agreement.

19. This agreement shall be binding upon and inure to the benefit of the respective parties, their successors, heirs, and assigns. Notwithstanding the foregoing, this agreement shall not be assigned by either party hereto without the prior written consent of the other party to this agreement.

20. This agreement shall be construed and interpreted in accordance with the laws of the State of Illinois.

21. This agreement sets forth the entire understanding of the parties. It may only be amended, modified, or terminated by a written instrument signed by both parties.

22. In addition to the provisions included in the approved contract, Redmon's Towing agrees to the following terms and conditions, which will remain in effect for the duration of the Agreement:

- a. That vehicles which have been towed as a result of a traffic crash will be made available for viewing and /or inspection by the owner of the vehicle, a designated representative of the owner, or the owner's insurance company.

- b. That the owner of a vehicle, or a designated representative, will be allowed to inspect and remove personal belongings contained within the vehicle, but only those belongings that are not attached to the vehicle.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers, and their corporate seals affixed hereto on the day and year first written above.

**VILLAGE OF HOFFMAN ESTATES
An Illinois Municipal Corporation**

By: _____
Village Mayor

Date: _____

BID PROPOSAL FORM

EXHIBIT A

SUBMITTED BID PROPOSAL FORM

Note: Clean up of traffic crash debris by responding tow companies is required by 625 ILCS 5/11-1413 to which no fee shall be charged for this task.

ITEM # DESCRIPTION	RATES		
	Fees shall apply based on time of notification to Contractor by police		
	M-F 8AM-5PM	M-F 5:01PM-7:59AM	Saturday/Sunday/ Holiday
A. Towing of passenger vehicle, motorcycle, or trucks with GVW not more than 8,000lbs. Within 5 miles of the Village.	\$ <u>\$125/\$200*</u>	\$ <u>\$125/\$200*</u>	\$ <u>\$125/\$200*</u>
	*impound		
B. Winching charge (fee for winching only, not including tow)	\$ <u>125</u>	\$ <u>125</u>	\$ <u>125</u>
C. Vehicle storage (per 24 hour increment)*			
1) Motorcycles	\$ <u>20</u>		
2) Passenger/cars/	\$ <u>45</u>		
3) Trucks +8000-40,000lbs	\$ <u>85</u>		
4) Trucks 40,0001-80,000lbs	\$ <u>95</u>		
There shall be no charge for the first 24 hours. After the first 24 hours, any additional storage shall be charged in 24-hour increments in conjunction with the time of the tow.			
D. Towing of trucks with GVW from 8,001 - 12,000lbs	\$ <u>150</u>	\$ <u>150</u>	\$ <u>150</u>
E. Towing of trucks with GVW in excess of 12,000 - 36,000lbs	\$ <u>175</u>	\$ <u>175</u>	\$ <u>175</u>
F. Towing of trucks with GVW in excess of 36,000 - 55,000lbs.	\$ <u>200</u>	\$ <u>200</u>	\$ <u>200</u>
G. Towing of trucks with GVW in excess of 55,000lbs	\$ <u>250</u>	\$ <u>250</u>	\$ <u>250</u>

BID PROPOSAL FORM - PAGE TWO

ITEM # DESCRIPTION	RATES		
	M-F 8AM-5PM	M-F 5:01pm-7:59AM	Saturday/Sunday/ Holiday
H. Per mile rate for vehicles towed at owners request to a place other than Contractors place of business.	\$ 4	\$ 4	\$ 4
I. Up righting of an overturned vehicle-pass car/light truck	\$ 75	\$ 75	\$ 75
J. Up righting of an overturned vehicle: over 8,000 - 12,000lbs contained or uncontained load.	\$ 150 hr	\$ 150 hr	\$ 150 hr
K. Up righting of an overturned vehicle: 12,001 - 36,000lbs contained or uncontained load.	\$ 250 hr	\$ 250 hr	\$ 250 hr
L. Up righting of an overturned vehicle: 36,0001 - 55,000lbs contained or uncontained load.	\$ 375 hr	\$ 375 hr	\$ 375 hr
M. Up righting of an overturned vehicle: 55,000lbs or more contained or uncontained load.	\$ 475 hr	\$ 475 hr	\$ 475 hr
N. <u>Required</u> flatbed tow (in lieu of standard tow fee, not added to).	\$ 155/230*	\$ 155/230*	\$ 155/230*
	* impound		
O. Disconnect drive shaft or transmission.	\$ n/a	\$ n/a	\$ n/a
P.			

Road service: out of gas, jump start, etc. No tow required.

\$ 125 \$ 125 \$ 125

BID PROPOSAL FORM - PAGE THREE

Contractor agrees that the following service will be provided to Village owned vehicles:

ITEM	DESCRIPTION	RATES		
		M-F 8AM-5PM	M-F 5:01pm-7:59am	Saturday/Sunday/ Holiday
A.	Towing - for vehicles located w/in 25 miles of the Village.	\$ n/c	\$ n/c	\$ n/c
B.	Towing - for vehicles located in excess of 25 miles of the Village.	\$ n/c	\$ n/c	\$ n/c
C.	Road service: out of gas, flat tire, jump start, etc.	\$ n/c	\$ n/c	\$ n/c

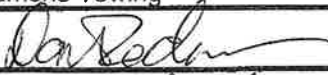
The following additional service shall be provided:

ITEM	DESCRIPTION	RATES		
		M-F 8AM-5-PM	M-F 5:01pm-7:59am	Saturday/Sunday/ Holiday
A.	Hourly rate per man/truck for vehicle re-locations as is necessary for special events such as parades, snow emergencies, etc.	\$ n/c	\$ n/c	\$ n/c

Except for the aforementioned fees, no other fees or charges may be made by the CONTRACTOR under the terms of this contract.

DATE: 03/30/2026

BIDDER: Redmons Towing

SIGNATURE: 

TITLE: President

ADDRESS: 1323 S Rodenburg rd
Schaumburg IL: 60193

PHONE: 847-895-6162

VILLAGE OF HOFFMAN ESTATES, ILLINOIS

INSTRUCTIONS TO BIDDERS

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

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

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

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

Bidders desiring to bid on items which deviate from these specifications, but which they believe are equivalent, are requested to submit alternate bids. However, **ALTERNATE BIDS MUST BE CLEARLY INDICATED AS SUCH, AND DEVIATIONS FROM THE APPLICABLE SPECIFICATIONS PLAINLY NOTED.** The bid must be accompanied by complete specifications for the items offered. Any questions regarding the specifications, drawings, etc., shall be referred to that individual so referenced in the Specification section. Vendors wishing to submit a secondary bid must submit it as an alternate bid. Only one bid per envelope.

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

3. **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, and no bid received thereafter will be considered. No responsibility will be attached to the Village Clerk or the Village for the premature or non-opening of a bid not properly addressed and identified, except as otherwise provided by law.

LATE BIDS

Bids arriving after the specified time, 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 regardless of the methods used. Mailed bids which are delivered after the specified hour will not be accepted regardless of post marked time on the envelope.

4. **BIDS BY FAX** - Bids must be submitted on the original forms provided by the Village, completely intact as issued. Facsimile machine transmitted bids will not be accepted, nor will the Village transmit bid documents to prospective bidders by way of a facsimile machine.
5. **ERROR IN BIDS** - When an error is made in extending total prices, the unit bid price will govern. Otherwise, the bidder is not relieved from errors in bid preparation. Erasures in bids must be explained over signature of bidder.
6. **WITHDRAWAL OF BIDS** - A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by the Village Clerk prior to the specified time of opening. After the opening, the bidder cannot withdraw or cancel his bid for a period of forty-five (45) calendar days, or such longer time as stated in the bid documents.
7. **CONSIDERATION OF BID** - No bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the Village upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Village or had failed to perform faith-fully any previous contract with the Village.

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

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

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

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

9. **AWARD OR REJECTION** - The Village reserves the right to reject and/or award any and all bids or parts thereof and to waive formalities and technicalities according to the best interests of the Village. Any bid submitted will be binding for forty-five (45) days subsequent to the date of the bid opening.

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

ANY EXCEPTIONS NOT TAKEN BY THE BIDDER SHALL BE ASSUMED BY THE VILLAGE TO BE INCLUDED.

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

10. **PAYMENT** - Payment will be made within thirty (30) days after acceptance of the job by the Village agent after the completion of the work as covered within the contract documents.
11. **REQUIREMENTS OF BIDDER** - The successful bidder shall, within ten (10) days after notification of the award: (a) enter into a contract in writing with the Village covering all matters and things as are set forth in the specifications and his bid; (b) carry insurance acceptable to the Village, covering public liability, property damage and workers' compensation.
12. **COMPLIANCE WITH ALL LAWS** - All work under the contract must be executed in accordance with all applicable federal, state and local laws, ordinances, rules and regulations.
13. **CONTRACT ALTERATIONS** - No amendment of a contract shall be valid unless made in writing and signed by the Village Manager or his authorized agent.
14. **NOTICES** - All notices required by the contract shall be given in writing.
15. **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. Such assignment shall not relieve the contractor from his obligations, or change the terms of the contract.
16. **INDEMNITY** - The contractor shall indemnify and save harmless the Village, its officers and employees from any and all liability, losses or damages, including attorney's fees and costs of defense the Village may suffer as a result of claims,

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

17. **EQUAL EMPLOYMENT OPPORTUNITY** - During the performance of the contract and/or supplying of materials, equipment and supplies, bidder must be in full compliance with all provisions of the Acts of the General Assembly of the State of Illinois relating to employment, including equal opportunity requirements.
18. **REQUIRED INSURANCE** - In submission of a bid, the bidder is certifying that he has all insurance coverage required by law or would normally be expected for bidder's type of business. In addition, the bidder is certifying that he has at least the following insurance coverage:

<u>Type of Insurance</u>	<u>Each Occurrence</u>	<u>Liability Limits</u> <u>Aggregate</u>
GARAGE LIABILITY:	\$1,000,000	\$2,000,000
GARAGEKEEPERS LIABILITY:	\$1,000,000	\$2,000,000
GENERAL LIABILITY:		
Bodily Injury	\$500,000	\$1,000,000
Property Damage	\$500,000	\$1,000,000
Contractual Insurance- Broad Form	\$500,000	\$1,000,000
AUTOMOBILE LIABILITY:		
Bodily Injury	\$500,000	\$1,000,000
Property Damage	\$500,000	\$1,000,000

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

**WORKERS' COMPENSATION &
OCCUPATIONAL DISEASES:** Statutory for Illinois

NOTE: The specifications may require higher limits or additional types of insurance coverage than shown above and the contractor may be required to furnish a certificate of 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 his employees in connection with the contract. If subcontractors are employed, the same general guidelines are to apply to the subcontractor as the contractor. The bidder agrees to grant the Village an "additionally insured" status on all applicable insurance policies and said policies will not be cancelled unless the Village is provided a thirty (30) day written notice. Nothing contained in the insurance requirement shall be construed as limiting the extent of the contractor's responsibilities for payment of damages resulting from his operations under this agreement.

19. **BID/PERFORMANCE BOND** - A bond may be required. When it is required, it will be so stated in the Special Provisions portion of the bid package, along with the amount required. In all cases where a deposit is required, the deposit is to be in the form of a certified check or a bank cashier's check. All bid 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 deposit check of the successful bidder will be retained until the goods or services have been received or completed and found to be in compliance with the specification.
20. **ACCEPTANCE** - After the acceptance and award of the bid, and upon receipt of a written purchase order executed by the proper officials of the Village, this instruction to bidders, including the specifications, will constitute part of the legal contract between the Village of Hoffman Estates and the successful bidder.
21. **DEFAULT** - The Village may terminate a contract by written notice of default to the Contractor if:
 - a. The contractor fails to make delivery of the materials or perform the services within the time specified in the proposal, or
 - b. Fails to make progress so as to endanger performance of the contract, or
 - c. Fails to provide or maintain in full force and effect, the liability and indemnification coverage 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.

22. **SPECIAL CONDITIONS** - Wherever special conditions are written into the Specifications or Special Provisions which are in conflict with conditions stated in these Instructions to Bidders, the conditions stated in the Specifications or Special Provisions shall take precedence.
23. **PERMITS AND LICENSES** - The successful bidder shall obtain, at their own expense, all permits and licenses which may be required to complete the contract.
24. **BID RIGGING/ROTATING** - Illinois State Law Article 33 E-6 and 33 E-9 states it is unlawful to participate in bid rigging and/or rotating. State law further states it is unlawful to award a contract to any individual or entity that is delinquent in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting the amount and/or liability through proper procedures.

Therefore, the undersigned hereby certifies that the bidder is not barred from bidding on the contract as a result of a violation of State Law 33 E-6 and 33 E-9, prohibiting bid rigging and/or rotation, and that the bidder is not delinquent in the payment of any tax, unless it is contested in accordance with the procedures established by the appropriate revenue act. IT IS NECESSARY THAT THIS BE DONE UNDER OATH; THEREFORE, THIS FORM MUST BE NOTARIZED.

Bidder Redmon's Towing

Address 1323 S Rodenburg rd
Schaumburg IL: 60193

Authorized Person Dan Redmon

Authorized Signature *Dan Redmon*

Title: President

Date 03/30/2026

Authorized Person *DAN REDMON*

Authorized Signature *Dan Redmon*

Title *PRESIDENT*

Date *3/30/26*

Notary *Spucey*

Seal



PROPOSAL CONTENT

Vendor shall prepare his Proposal in accordance with the following instructions. **Failure to supply all information as detailed below will result in rejection of the Proposal.** The information set forth in the submission will be used as a basis for an award. Vendor should submit his best terms and conditions because an award may be made solely on this Proposal.

Service Description

Vendor will set forth in concise language a description of the service or services he proposes, and how it will meet the requirements and specifications set forth in the Contract Documents.

Equipment List

Each and every major piece of equipment or vehicle, which will be used to provide the towing service shall be listed by model, make, size, weight, and capacity. The Vendor shall also provide a description of any storage facilities, their location, and the storage capacity available for the Service Proposal.

Subcontractor List

The Vendor shall provide a list of all subcontractors, if any, that he will utilize in the performance of the Contract.

Service Personnel

The Vendor shall insure that all employees engaged in towing operations possess a valid Illinois operator's license for such operations.

Contract Award

A contract award may be made without further discussion with any Vendor. Vendor must state his most favorable terms. Equipment and features which the Vendor states "can" or "may" will be evaluated in a less favorable light than the Vendor who states said equipment and features as "will" and "shall."

GENERAL SPECIFICATIONS AND SERVICE REQUIREMENTS

Availability and Response

The Service Proposal shall include twenty-four hours a day, seven days a week response to calls for emergency towing service at Village request. It is understood that all decisions of the Village with respect to request for service will be based on need and necessity. The Contractor will ensure that such request for service will be responded to within twenty (20) minutes from the time the call was placed in no less than 90% of all such calls. If the Contractor is unable to respond within the twenty (20) minutes from the time they are contacted, the police dispatcher shall be immediately notified by the Contractor. It is expected that response times will be less when personnel are on duty. Priority shall be given to police requests for tows.

Vehicle Storage

The Service Proposal shall require that all vehicles towed or impounded shall be stored in a fully fenced and secured area. Storage shall be sufficient to store 80 passenger cars or equivalent, including storage for motorcycles and light trucks.

Vehicle Release

The Service Proposal shall provide for vehicle releases to the vehicle owner or his representative from 8:00 a.m. to 5:00 p.m. (at a minimum), Monday through Saturday, excluding holidays. All vehicles shall be released according to Police Department policy. Contractor shall provide an answering machine or equivalent to receive messages from individuals revealing their intentions to claim a vehicle. Contractor shall accept all major credit cards for charges up to \$300.00.

No Charge for Village Vehicles

There will be no charge of any kind for providing towing service and / or service calls to disabled Village or Police Department owned or leased vehicles, including vehicles with a GVW of up to 50,000 lbs., within a 10-mile radius of the Village limits. Such calls may include, but are not limited to, the changing of flat tires and jump-starting of stalled vehicles. Service for Village-owned vehicles is expected to be furnished on a twenty-four (24) hour a day basis.

GENERAL SPECIFICATIONS AND SERVICE REQUIREMENTS (Continued – Page Two)

Abandoned Vehicles & Administrative Tow Program Vehicles

The Police Department may authorize the removal of abandoned or junk vehicles from public and private property. The Police Department will also impound vehicles pursuant to the Administrative Tow Program. There will be no charge made to the Village for removing and storage of these vehicles. The contractor may, however, recoup certain expenses at a later date by disposing of eligible vehicles, pursuant to Section 4-201 through 4-214 of the Illinois Vehicle Code (625 ILCS 5/4-201 through 4-214) and the applicable provisions of the Hoffman Estates Municipal Code, provided however, that the Contractor shall have first mailed all notices required there-under by Certified Mail, Return Receipt Requested and forwarded copies of these notices to the Police Department. The towing company will file a written report on the first day of each month with the Hoffman Estates Police Department for all vehicles that were authorized to be towed by the Hoffman Estates Police Department, giving the number and status of vehicles in custody or control, the respective Police Department complaint number, and any other information which may be required by the Chief of Police. The Police Department will conduct an SOS search, tow report and final review of all paper work that is relevant to the disposal of eligible vehicles. Approval must be received from the Police Department before any vehicle is disposed of. The towing company will be responsible for other functions related to the process of re-titling any such vehicle. Abandoned vehicles shall be picked up during normal business hours, seven days a week, unless vehicle is a hazard; in such case, response time shall be the same as in twenty-four hour service requests. Vehicles towed in accordance with the Administrative Tow Program will be released without charge if ordered by the Tow Administrator or his designee, based on an Administrative Hearing.

Equipment Specifications

The Service Proposal shall provide a minimum of four tow trucks fully equipped with a four ton or greater capacity, one of which shall have a twenty-five ton or greater capacity. One additional truck capable of carrying a full size passenger vehicle on its bed shall be provided.

Communications

The vendor shall maintain two-way radio communication with a base located at the point where calls for service are received and all of its vehicles/drivers.

Insurance

A certificate of insurance shall be submitted with the **Proposal listing the previously stated limits.**

GENERAL SPECIFICATIONS AND SERVICE REQUIREMENTS

(Continued – Page Three)

Compliance with Law

The Vendor shall ensure that each piece of equipment specified for use to provide the services proposed is equipped and used in compliance with the provisions of Chapter 625 of the Illinois Compiled Statutes and all other licensing and regulatory requirements of the State of Illinois. The Vendor shall make each piece of equipment available for inspection at the request of the Village.

General Mechanical Service

The Proposal shall include minor repair to Village vehicles including tire change, jump starts, etc.

Record Keeping/Audit

The contractor shall maintain complete records and a system of releasing vehicles which assures vehicles are released only to the rightful owner or authorized person. All records involving towing at the request of the Village shall be open to the Hoffman Estates Police Department for inspection during normal business hours or at such time as there is an existing dispute concerning the amount or validity of any towing or storage charges. All tow receipts shall be tendered to the Police Department Traffic Section Commander for the vehicles towed by the contractor for the Village for the previous month by the 10th day of the following month. For every vehicle towed by the contractor for the Village, the contractor shall generate a tow receipt, which will include at a minimum, the following information:

1. Date and time towed.
2. Location towed from.
3. Vehicle description, including license plate number and state.
4. Tow driver's name.
5. Police case number.
6. Reason towed, i.e., accident, arrest, abandoned, or other.
7. Date and time released.
8. Total itemized charges.

Employee Conduct

As a contractor for, and therefore a representative of the Village, the contractor and all employees shall display appropriate courtesy and demeanor in any dealings with citizens and/or Village employees regarding the performance of this contract.

Audit Compliance

If during any audit the Police Department determines that the Contractor charged any fees over and above those allowed by this agreement, the CONTRACTOR will refund those fees within 14 days of being notified by the Village.

Evidence Impounds

A vehicle that is towed at the request of the Village, and is required by the Village either on the date of the tow or at any time thereafter, to be held as evidence shall be identified as an Evidence Tow. Such Evidence Tow will cease to accrue storage fees otherwise required under this agreement after the first ten (10) days following the date of the tow. Any Evidence Tow held in excess of thirty (30) days shall be subject to a \$100.00 extended hold fee in addition to the customary towing charge.

Upon notification by the Village to the owner of the vehicle and to the Contractor that the vehicle is now longer an Evidence Tow and is eligible for release, the storage fees otherwise applicable under this agreement shall commence to accrue 24 hours after said notifications. The vehicle may then be claimed by the owner or be subject to disposal as otherwise provided under this agreement.

Investigative Tows

Vehicles towed at the request of the Police Department based on a need to recover evidence or conduct further investigation shall be considered an investigative tow and as such will not be subject to a towing charge. The vehicle may be released directly to the owner at the discretion of the supervisor in charge of the investigation. The contractor shall be notified when a vehicle is an investigative tow.



AGENDA ITEM REPORT

Village Board of Trustees

May 4, 2026

ITEM 5D

REQUEST: Approval of a Resolution authorizing a master software license with DACRA Tech LLC, Elgin, IL.

FROM: Kasia Cawley, Police Chief

ITEM TYPE: Resolution - Village Board

REQUEST SUMMARY

The Village has been utilizing features of Dacra Tech for e-citation and administrative adjudication management system since January 2020 for Police State citations, parking violation, animal complaints, towing, and Village Code ordinance violations. The use of this software has increased efficiency and reduced data entry error by auto-populating information, transmitting required reports to the State, and sharing violator history with other agencies. Dacra Tech continues to develop their software and deploy additional functionality and security features, such as the new web pay services.

FINANCIAL IMPACT

The cost for local ordinance citations and the adjudication process is \$3 per citation issued with a minimum of \$2,000 per month. There is no cost associated with utilizing Dacra Tech for State citations. Violators who choose to pay via the Dacra Tech WebPay services, will incur the bank fee (2.2%) and a convenience fee to Dacra Tech of \$3.95 per transaction.

RECOMMENDATION

Approval of a Resolution authorizing a master software license with DACRA Tech LLC, Elgin, IL.

ATTACHMENTS

1. RESOLUTION DACRA TECH LLC SOFTWARE LICENSE AGREEMENT
2. DACRA AGREEMENT 07-01-26

VILLAGE OF HOFFMAN ESTATES

RESOLUTION AUTHORIZING AN AGREEMENT WITH DACRA TECH LLC, ELGIN, IL, FOR MASTER SOFTWARE LICENSE AGREEMENT IN THE AMOUNT OF \$24,000 FOR THE FIRST YEAR

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

WHEREAS, the development, managing, and deploying municipal software for the issuance of e-citations as well as other software tools including Adjudication, Tow Management, Building Code Case Management, and Fine Payment Process is necessary for police and code citations; and

WHEREAS, the software seamlessly integrates with Motorola Premier One and accessible to other NWCD municipality members and shall be considered sole source in that there is no comparable competitive product available; and

WHEREAS, the Village has identified Dacra Tech LLC as the most responsible vendor and able to best meet the needs of the Village; and

WHEREAS, the Corporate Authorities have determined that it is in the public interest for the Village to approve a 3 year renewal agreement with Dacra Tech LLC for the software services in the amount of \$24,000 for year 1, \$24, 720 year 2, \$25,462 year 3.

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 ad are hereby adopted as part of this Resolution.

Section 2: APPROVAL OF AGREEMENT. The President and Board of Trustees hereby approve the selection of Dacra Tech LLC to provide software services for the issuance of e-citations, including adjudication, tow management, building code case management, and fine payment processing in the amount of \$24,000 in year 1.

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

Table with 5 columns: VOTE, AYE, NAY, ABSENT, ABSTAIN. Rows list Village officials: 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

Under DACRA TECH LLC MASTER SOFTWARE LICENSING AGREEMENT

This MASTER SOFTWARE LICENSING AGREEMENT (this “**Agreement**”) is dated July 1, 2026 (the “**Effective Date**”) by and between Dacra Adjudication Systems, LLC d/b/a Dacra Tech, LLC, a Delaware limited liability company, (“**Dacra**”), and **Village of Hoffman Estates** (the “**Municipality**”), and together with DACRA collectively, the “**parties**”).

RECITALS

WHEREAS, Dacra is engaged in the business of developing, managing and deploying municipal software applications, including but not limited to, a flagship citation issuance and adjudication system as well as other software tools and services including, e-Citation, Adjudication, Tow Management, and Fine Payment Processes; and

WHEREAS, the Municipality desires to utilize certain services of Dacra under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants and conditions set forth in this Agreement and in consideration for the use of the Services by the Municipality;

AGREEMENT

1. Standard Terms and Conditions. The parties hereby incorporate by reference into this Agreement the foregoing recitals as well as the Master Terms and Conditions as set forth within **Exhibit A** (the “**Master Terms and Conditions**”).

2. Services. The Municipality hereby retains certain software services from Dacra as set forth within **Exhibit B** (the “**Services**”).

3. Pricing. In exchange for the use of the Services, the Municipality will be billed Fees as set forth within **Exhibit C** (the “**Fees**”).

4. Term. The term of this Agreement (the “**Term**”) shall be three (3) years and shall commence on the Effective Date. This Term of this Agreement shall automatically renew for successive periods of one year each at the then current pricing absent written notice by one party to the other party not less than 90 days prior to the expiration of the Term then in effect. Municipality will be notified of the then current pricing no less than 90 days prior to the expiration of the term.

5. Notices. Any notices or communications required or permitted to be given by this Agreement must be given in writing and personally delivered; or mailed by prepaid, certified mail, or courier; or transmitted by electronic mail transmission (including PDF) to whom such notice or communication is directed, to the mailing address or regularly monitored electronic mail address of such party as follows:

If to the Municipality:

Village of Hoffman Estates
Attention: Eric Palm
1900 Hassell Road
Hoffman Estates, IL 60169
Email: eric.palm@vohe.org

If to Dacra:

Dacra Tech, LLC
Attention: Dave Braner, CEO
450 Devon Avenue, Suite 100
Itasca, IL. 60143
Email: David.Braner@Dacratech.com

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Dacra Tech, LLC
a Delaware limited liability company

By: _____

Name: Dave Braner

Title: CEO of Dacra Tech

Date:

Village of Hoffman Estates
an Illinois municipal corporation

By: _____

Name: Eric Palm

Title: Village Manager

Date

[Signature page to Master Software Licensing Agreement]

EXHIBIT A
MASTER TERMS AND CONDITIONS

A. Limited License Granted

Municipality is hereby granted during the Term of this Agreement, a nonexclusive, non-assignable, royalty free, limited license (the “**License**”) to use the Services (including access to any software owned by Dacra as encompassed within the Services) solely for the Municipality’s ordinance and code compliance purposes and subject to the terms of the Agreement.

B. Third-Party Agreements

Municipality hereby agrees that it may be required to enter into one or more additional contracts at the sole expense of Municipality with one or more third-party vendors in order to use and/or maximize some features of the software provided by Dacra such as the Municipality’s online payment processor or the Municipality’s collection agency.

C. Data

Municipality at all times will retain sole ownership of its Municipal Data. The term “**Municipal Data**” refers to all citation and hearing data collected on behalf of the Municipality with respect to the Services. Dacra at all times retains the right and license during the Term to access the Municipal Data and to grant third parties access to the Municipal Data in order to use and/or maximize some features of the software provided by Dacra such as the Municipality’s online payment processor or the Municipality’s collection agency.

D. Dacra’s Intellectual Property

Dacra or its licensors retain all ownership and Intellectual Property Rights in and to the Services, including any software, algorithms, programs, tools, code or instrumentalities encompassed therein in any manner and/or relating to the Services as utilized by the Municipality. Additionally, Dacra retains all ownership and Intellectual Property Rights to anything (including without limitation software and written product) delivered under the Agreement, including any future developments thereof, regardless of whether any Municipal employees or agents, had any input or in any way assisted in any such new development. Municipality hereby acknowledges that it may not:

- (i) Allow access to the Services available in any manner to any third-party or for any purpose not authorized by this Agreement unless such access is expressly permitted in writing by Dacra;
- (ii) Copy, reproduce, distribute, republish, download, display, post or transmit in any form or by any means, any materials provide by Dacra; and
- (iii) Modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Services (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs).

As utilized herein, the phrase “**Intellectual Property Rights**” shall include, without limitation, all patent, trademark, trade secret and copyrights relating in whole or in part to the Services and whether such right arises by registration with the United States Patent & Trademark Office (the “USPTO”), through the United States Library of Congress, with any state or municipal body and/or arising by common law or statute, including without limitation the Illinois Trade Secrets Act, 765 ILCS 1065 et seq or the Defend Trade Secrets Act of 2016.

E. Further Assurances

Municipality further agrees at any time in the future and upon request by Dacra, to execute any further documentation as may be reasonably necessary to effectuate the intent of the parties to this Agreement in

accordance with the terms of this paragraph D, including, without limitation, a future assignment of Intellectual Property Rights.

F. Pricing and Billing

The Fees set forth in the Agreement will remain fixed during the Term absent a written amendment signed by the parties. Municipality agrees to pay any sales, value-added or other similar taxes imposed by applicable law that Dacra must pay based on the Services, except taxes based on Dacra's income. For any partial month during the Term, the Fees shall be prorated based on the number of days that the Services were provided for such month. Dacra may audit Municipality's use of the Services. Municipality hereby agrees to cooperate with Dacra's audit and provide reasonable assistance and access to information. All payments shall be made in accordance with, and subject to, the Illinois Local Government prompt Payment Act (50 ILCS 505/1-9).

G. Termination

Municipality may terminate this agreement at any time with 90 day written notice provided. Dacra may immediately suspend the License in the event: (i) Municipality fails to pay any sums due Dacra under the Agreement within ten (10) days after written notice from Dacra of the payment default, or (ii) in the event of a breach of this Agreement by Municipality which is not cured within 10 days of written notice thereof. In the event of such termination, Municipality agrees to pay all fees due Dacra which accrue or are incurred prior to the termination of the Agreement.

H. Limitation of Liability

TO THE EXTENT NOT PROHIBITED BY LAW, DACRA HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, OR PROFITS.

I. Other

- (i) Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the parties, nor shall either party have the right, power, or authority to create any obligation or duty, express or implied, on behalf of the other.
- (ii) Upon the full execution of this Agreement, all prior agreements, if any, shall terminate and be of no further force and effect, and shall be superseded and replaced in their entirety by this Agreement.
- (iii) Dacra may assign this Agreement by providing written notice of the assignee who will assume Dacra's obligations under this Agreement. Municipality may not assign this Agreement without Dacra's prior written consent, which may be withheld in the sole discretion of Dacra.
- (iv) Municipality shall obtain at its sole expense any rights and consents from third-parties necessary for Dacra and its subcontractors to perform the Services under the Agreement.
- (v) The Agreement is governed by the substantive and procedural laws of Illinois. All disputes shall be resolved solely in the Circuit Court of DuPage County, Illinois.
- (vi) Except for actions for nonpayment or breach of Dacra's proprietary rights, no action, regardless of form, arising out of or relating to the Agreement may be brought by either

party more than two years after the cause of action has accrued.

- (vii) Neither party to this Agreement shall be responsible for failure or delay of performance if caused by: an act of war, hostility, pandemic, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party.
- (viii) This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and each of which together shall constitute a single instrument. Copies of this Agreement (as well as any documents related to this Agreement) signed and transmitted by a party by electronic transmission shall be deemed for all purposes as containing the original signature of the transmitting party and legally binding upon such transmitting party.
- (ix) Dacra may publish that the Municipality utilizes one or more Services of Dacra.

J. Maintenance and Support

Dacra shall provide the following maintenance and support as a component of the Services using guidelines, structures, and materials meeting the following criteria:

- (i) **Training.** As part of the start-up and implementation phase of the delivered Services, all users will be trained on the use of the Services through a combination of in-person and/or webinars and recorded training video sessions for all users not able to participate in the initial training sessions. Additional training provided beyond the start-up phase will be quoted and agreed to in writing.
- (ii) **Support.** Dacra shall provide access to live support to a designated user of Municipality available via e-mail or phone during Dacra's normal business hours. The Dacra support team will be fluent in the functionality of the system.
- (iii) **Exclusions.** Dacra updates the Service on an as needed basis from time-to-time to implement bug fixes, if any, and enhanced functionality to the existing Service such as additional reporting and enhanced user interface. Notwithstanding the foregoing, all provision and maintenance of hardware and software, including but not limited to laptop computers, desktop computers, printers, modems & routers and software to operate the hardware such as operating systems, and browsers [Google Chrome, Microsoft Edge, IOS] necessary to run the Service, are the sole cost and responsibility of Municipality.

K. Service Performance Guarantees.

- (i) **Availability Requirements.** DacraTech shall make the Services Available, as measured over the course of each calendar month, during the Term (each such calendar month, a "**Service Period**"), at least 99.9% of the time, excluding only the time the Services are not Available solely, as a result of one or more the Exceptions stated in Section 11.2 ("**Availability Requirement**"). "**Available**" means the Services are available and operable for access and use by Client and its Authorized Users over the internet in full conformity with the provisions of this Agreement. "**Availability**" has a correlative meaning. The Services are not considered Available in the event of any performance degradation or inoperability of the Services, in whole or in part.
- (ii) **Exceptions.** No period of Services degradation or inoperability is included in calculating Availability to the extent that the degradation or inoperability is because of any of the following ("**Exceptions**"):

- a. Client's or any of its Authorized Users' misuse of the Services
 - b. Failure of Client's or its Authorized Users' internet connectivity.
 - c. Internet or other network traffic problems other than problems arising in or from networks actually or required to be provided or controlled by DacraTech.
 - d. Client's or any of its Authorized Users' failure to meet any minimum hardware or software requirements stated in the Specifications; or
 - e. Scheduled Downtime as described in Section (ii) below.
- (iii) Scheduled Downtime. DacraTech shall notify Client at least twenty-four (24) hours in advance of all scheduled outages of the Services in whole or in part ("**Scheduled Downtime**"). All scheduled outages shall: (i) last no longer than 30 minutes; and (ii) be scheduled by agreement of the parties; provided that DacraTech may request Client's approval for extensions of Scheduled Downtime, which approval may not be unreasonably withheld or delayed.

L. Insurance Requirements

Dacra shall maintain during the entire term of the Contract, the following insurance coverages:

- (i) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be \$2,000,000 per project.
- (ii) Professional Liability: \$1,000,000 single limit for errors and omissions, professional / malpractice liability.
- (iii) Worker's Compensation and Employers' Liability: As required by Illinois law.
- (iv) Umbrella Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

EXHIBIT B

SERVICES REQUESTED BY MUNICIPALITY

The Dacra Services included in this Agreement, and which will be deployed to the Municipality with the functionality stated hereunder are as follows:

DACRA MUNICIPAL ENFORCEMENT SYSTEM FEATURES

Dacra Municipal Enforcement System Architecture and Security

- **Architecture/Hardware**
 - .NET stack with SQL back end separated from the front end via entity framework services
 - Web-based platform that works with modern hardware, with Chromium engine
 - JSON APIs available as well as numerous government and public safety software system integrations
 - For handheld ticketing, iPads preferred for efficient printing
 - Compatible with either 4" or 8 ½" Printers

- **Security**
 - Dacra is hosted in Azure Government Cloud, a restricted cloud dedicated to government services.
 - Criminal Justice Information Services (CJIS) compliant software
 - Two factor authentication (2FA) and Single Sign On (SSO) authentication capable
 - Department/personnel roles isolate secure data to authorized users
 - Extensive citation auditing features track changes to citations

System Configurations

- **System Set-Up, Configuration:** Dacra assists with project management expertise to guide communities through what might otherwise be a complicated process. Typical installations are targeted for a smooth transition from contract to Go-Live in 120 days.

- **Dacra User Training:** Dacra system training is provided through virtual training and comprehensive online learning tools.

Adjudication/Violation Hearing Module

- **Municipal Enforcement Citation Tools:** Create local ordinance administrative adjudication cases easily with features customized for the following:
 - *Parking Citations* – Multiple methods to efficiently manage parking citation issuance and adjudication
 - *Animal Citations* – Track animal specific information and ensure follow-up findings and order compliance
 - *Compliance Citations* – Department specific ordinance citations for police, building code, fire inspections, etc.
 - *Tow Citations* – Ensure administrative tow/impound hearings comply with local ordinance and state statutes
 - Per violation features include correspondence creation, digital evidence storage, and tracking
 - Custom per violation fines and fees

- **Hearing Management Tools:** Efficiently manage multi-department notices and hearings with features such as:
 - Multiple Hearing Locations and Times
 - Hearing Notices and Summons variable by issuing department
 - Comprehensive hearing check-in processing
 - Case-based Violations and Hearing Officer Tools for Case Review
 - Findings, Decisions, and Orders Issued with Custom Language
 - Final Determination Letters Issued with Custom Language
 - Batch Process for "Default No-Show" rulings
 - Batch Process management of notices

- **Fine Tracking and Payment Tools:** Dacra automatically monitors unpaid citations and escalates fines accordingly, while offering a variety of fine payment tools such as:
 - Complex Fine Structure Tracking
 - Partial Payment Capability
 - Daily Cashier Reporting
- **Data Reporting and Analysis:**
 - Robust library of pre-built reports prepared to help manage administrative processes and system analysis.
 - Extensive search capabilities provide complex, multi-rule data searches for comprehensive reporting/analysis.

Building Code Notice & Summons Module

- **Building Code Notice and Summons Creation:**
 - PIN database lookup for quick citation population
 - Multi-PIN association for citations and case tracking
 - Department specific summons and notices
 - Agency defined mandatory field completion to reduce human error
 - Dacra’s “Easy Search” statute and ordinance lookup functionality
- **Building Code Case Management:**
 - One click “companion” violations with case grouping features
 - Citation Grouping for citation creation and hearing management
 - Citation level digital evidence/record storage
 - Extensive citation data analytics with location/offender mapping capabilities

Towed/Abandoned Vehicle Management Module

- **Abandoned Vehicle Management:**
 - Identify abandoned vehicles and create case
 - Issue required notices and follow-up reports
 - Prevents duplicate reports from being issued
 - Follow-up abandoned vehicle tracking report
- **Towed Vehicle Management:**
 - **Police Tow and Impound Inventory Management:** Creates and processes tow receipts, vehicle search record, concerned party notices, tow yard inventory audit logs, and Certificates of Purchase management.
 - **Administrative Tow Citation Integration:** Dacra unifies tow inventory and violation data from initial seizure/administrative tow issuance, through holds, bond payments, and hearings, ensuring violator due process while reducing department risk.
 - **Tow Holds:** A variety of tow “holds” can be applied to a vehicle, restricting the release of that vehicle until the investigative, insurance, DUI and other such holds are removed.
- **Boot/Scofflaw Management Program:**
 - Issue “Boot Eligible” notices per local ordinance
 - Bypass rules to add associated vehicles to boot list
 - Track “Boot Ready” parking scofflaws via “Boot Lists by Plate” and “Boot Lists By Vin”
 - Integrations available with certain ALPR and Boot vendors

Crime Prevention/Non-Enforcement Contact Module

- **Crime Prevention Notices:**
 - Issue Crime Prevention Notices to communicate areas of concern to residents.

Night Parking

- **Night Parking Permits/Exemptions:**
 - Issue night park permits online via secure algorithm. Provide real-time notification of night parking permits to officers, ensuring a seamless, convenient process for the parker, and the officer.

DacraTech Web Pay Services

- **DacraTech's Online Web Pay Services**
 - Full credit card processing services
 - Citation payments sent immediately to municipal account
 - Custom city labeling of a website link to the Dacra Web Pay portal
 - Citation number and plate search functionality to accurately identify outstanding citations.
 - Accurate, up to the minute fine and fee verification and validation
 - Batch payment functionality
 - Partial payment functionality
 - Automated docket/citation fine payment updating

EXHIBIT C

FEES PAID BY MUNICIPALITY

In exchange for the use of the Dacra Services included in **Exhibit B**, Municipality will pay Fees including a Monthly Service Fee, and applicable Integration Fee(s) hereunder as follows:

- A. **Monthly Service Fee:** The Municipality will be billed a Monthly Service Fee calculated by totaling the 1) Monthly Licensing Fee for the modules licensed, and the 2) Monthly Usage Fee for citations issued that month:

Monthly Service Fee = Monthly Licensing Fee + Monthly Usage Fee	Monthly Service Fee
1) Monthly Licensing Fee	
- Year 1: July 1, 2026 – June 30, 2027	\$2,000.00
- Year 2: July 1, 2027 – June 30, 2028	\$2,060.00
- Year 3: July 1, 2028 – June 30, 2029	\$2,121.80
2) Monthly Usage Fee – Calculated by totaling fees for citations issued that month:	
- Adjudication Citations Issued That Month –500 included at no cost	\$3 each

- B. **Integration Fee(s):** In exchange for development, configuration, and maintenance of the custom APIs and interfaces defined in **Exhibit B**, the Municipality will be billed upon go-live of the interface, with annual maintenance billed in conjunction with the next agreement execution anniversary:

Additional Fee Description	Monthly Fee
Dacra’s standard Motorola P1 interface to transfer driver/vehicle data	Waived
Dacra’s standard Motorola P1 RMS integration	Waived
Use of DACRA APIs for Data Transfer	Waived

- C. **WebPay Service:** This convenience feature allows violators the option to pay fines directly via the city website, linked to the DacraTech online portal. When used, the violator pays the credit card company’s bank fees (currently 2.2%) plus a convenience fee to Dacra of \$3.95 per transaction.
- D. **Module Provided via Group Contract:** Via DacraTech’s Northwest Central Dispatch Master Service Agreement, the Municipality is provided with the Police e-Citations Module at no additional charge.



AGENDA ITEM REPORT

Village Board of Trustees
May 4, 2026
ITEM 5E

- REQUEST:** Approval of a Resolution authorizing a professional services agreement with DB Sterlin Consultants, Inc., Chicago, Illinois, for engineering services for the evaluation and development of construction documents for the NOW Arena main entrance monumental stair repair or replacement project in an amount not to exceed \$66,770.
- FROM:** Dan O'Malley, Deputy Village Manager
Kevin McGraw, Superintendent of Streets
- ITEM TYPE:** Resolution - Village Board
-

REQUEST SUMMARY

The NOW Arena main entrance stairs are twenty years old and have experienced long-term settlement and deterioration. These conditions present potential structural, safety, and accessibility concerns for a high-traffic public facility that supports a wide range of events. To address these concerns, the Village issued a Request for Proposals (RFP) for a qualified engineering consultant to evaluate existing conditions and develop recommendations and construction documents for repair or replacement. The selected consultant will perform a comprehensive assessment that may include destructive and non-destructive testing, identify root causes of settlement, develop repair and replacement alternatives, provide opinions of probable cost, and prepare a phased implementation plan that maintains arena operations. A key component of this project is maintaining safe and continuous ingress, egress, and emergency access during both the evaluation and any future construction activities.

The Village received one proposal in response to the RFP from DB Sterlin Consultants, Inc. While only one proposal was received, DB Sterlin's submission was comprehensive and aligned with the Village's scope. Staff is familiar with their work and has received positive references on this firm. Their proposal includes a structured approach consisting of field investigation, structural analysis, development of alternatives and cost estimating. The evaluation phase is anticipated to take approximately 12 weeks during 2026, anticipated construction would most likely occur in 2027.

FINANCIAL IMPACT

There is \$325,000 budgeted for this project in the current budget. This expense will be covered by these funds and the balance of the project construction cost will be evaluated by the report and, if necessary, the budget will be adjusted for work in 2027.

RECOMMENDATION

Approval of a Resolution authorizing a professional services agreement with DB Sterlin Consultants, Inc., Chicago, Illinois, for engineering services for the evaluation and development of construction documents for the NOW Arena main entrance monumental stair repair or replacement project in an amount not to exceed \$66,770.

ATTACHMENTS

1. RESOLUTION Now Arena Monumental Stairs
2. DBS Assessment PSA 2026 REV
3. DRAFT - OPINION OF PROBABLE COSTS - 2026 NOW Arena Exterior Stair Repair or Replacement

VILLAGE OF HOFFMAN ESTATES

APPROVAL OF A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH DB STERLIN CONSULTANTS, INC., CHICAGO, ILLINOIS, FOR ENGINEERING SERVICES RELATED TO THE EVALUATION AND DEVELOPMENT OF CONSTRUCTION DOCUMENTS FOR THE NOW ARENA MAIN ENTRANCE MONUMENTAL STAIR REPAIR OR REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$66,770

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

WHEREAS, the main entrance stairs at the NOW Arena have experienced long-term settlement and deterioration, raising concerns related to structural integrity, safety, and accessibility; and

WHEREAS, the Village issued a Request for Proposals (RFP) to retain a qualified engineering consultant to evaluate existing conditions and develop recommendations and construction documents for repair or replacement of the main entrance stairs; and

WHEREAS, staff received one proposal in response to the RFP from DB Sterlin Consultants, Inc., and have determined that the proposal is responsive, comprehensive, and aligned with the Village’s scope and operational requirements; and

WHEREAS, the Corporate Authorities find and determine that it is in the best interests of the Village to approve an agreement with DB Sterlin Consultants, Inc. of Chicago, Illinois, for engineering services not to exceed \$66,770.

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 DB Sterlin Consultants, Inc. of Chicago, Illinois, for 2026 for engineering and design services, in an amount not to exceed \$66,770.

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

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 DB Sterlin Consultants, Inc., with a principal place of business at 123 N. Wacker Drive, Suite 2000, Chicago, IL 60606 (“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 March 30th, 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 approximately 12 weeks from Notice to Proceed, failure to complete the services outlined in Exhibit A within the agreed timeframe 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 \$66,770.

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 the professional standard of care relative to 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 damages to the extent caused by Contractor's negligent 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 the professional standard of care relative to the 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, officers, and employees of the foregoing from and against any and all losses, liabilities, damages, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) to

the extent resulting from: (i) the negligent 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) negligent performance of Services by Contractor or any of its employees, agents or contractors; (iii) the negligent acts or omissions, including negligence, of 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: DB Sterlin Consultants, Inc.
Brad Noack, PE, SE
123 N Wacker Dr. Suite 2000
Chicago, IL 60606

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 the professional standard of care relative to 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: _____

DB Sterlin Consultants, Inc.

By: Regine Jeune
Printed Name: Regine Jeune
Title: President
Date: 4/20/2026



STATEMENT OF INTEREST

NOW ARENA EXTERIOR STAIR REPAIR OR REPLACEMENT



SUBMITTED BY:

DB Sterlin Consultants Inc.
ATTN: Brad Noack, PE, SE
123 N Wacker Dr, Suite 2000
Chicago, IL 60606

PREPARED FOR:

Village of Hoffman Estates
ATTN: Kevin McGraw
2305 Pembroke Ave
Hoffman Estates, IL 60169



03/30/2026

Kevin McGraw
Superintendent of Streets
Village of Hoffman Estates
2305 Pembroke Avenue
Hoffman Estates, Illinois, 60169

Dear Mr. McGraw,

DB Sterlin is pleased to submit our proposal to the Village of Hoffman Estates for the NOW Arena Exterior Stair Repair or Replacement Project. With extensive experience in structural inspection, analysis, and design, along with a strong track record in delivering municipal projects, we are well positioned to bring significant value and proven capabilities to this project.

The “Approach and Methodology” section of our proposal outlines how we will effectively address each of the requirements described in the RFP. Our team has immediate availability to begin work on this project and the capacity to meet all project deadlines. As civil engineers, our mission is to leave a positive, lasting impact on every community we serve. With that passion in mind, we are excited for the opportunity to partner with the Village of Hoffman Estates and are committed to delivering thoughtful solutions and meaningful improvements to your community.

Sincerely,

Brad Noack, PE, SE
Structural Engineering Department Head
DB Sterlin Consultants Inc.
BNoack@DBSterlin.com



Enclosure: Statement of Qualification Engineering Services

DB Sterlin Consultants is pleased to submit this statement of interest to the Village of Hoffman Estates. We are committed to delivering innovative and high-quality engineering solutions for the NOW Arena Exterior Stair Repair or Replacement project.

Over the years, the indoor stadium’s main entrance has experienced significant settlement issues, which has been raising concerns for the thousands of patrons who visit each year. Our team is dedicated to performing an extensive and detailed evaluation and investigation of the current conditions, and to developing practical and cost effective solutions and construction documents to address all discovered issues.

OUR FIRM

DB Sterlin Consultants Inc. is a multidisciplinary engineering firm with offices in Wisconsin and Illinois, providing exceptional engineering and surveying services throughout the Midwest. As a local, minority-owned business, we are dedicated to delivering innovative solutions to our clients in the transportation, sewer and water, utilities, and other infrastructure sectors. Our areas of expertise include civil and structural design, construction management, planning and reporting, constructability reviews, quality control, electrical engineering, water resources, and land surveying.

We specialize in highways, bridges/structures, airports, utilities, railways, tunnels, and public sewer and water systems. Our clientele includes state and local government agencies, developers, consulting engineering firms, construction management firms, and general contractors. Our extensive knowledge, gained from years of experience, demonstrates our understanding and familiarity with the practices, procedures, requirements, and constraints involved in executing work for our clients.

At DB Sterlin, we are committed to excellence in everything we do.

Why Choose Us



DEEP INDUSTRY EXPERIENCE

With years of hands-on experience and a deep understanding of industry standards, we provide innovative solutions that ensure the consistent delivery of high-quality, reliable results tailored to our clients’ needs.



TAILORED SOLUTIONS

We take a personalized approach to every project, offering solutions that are specifically designed to address our clients’ unique needs, challenges, and goals for optimal outcomes.



COMMITMENT TO EXCELLENCE

At DB Sterlin, we have earned the trust of our clients by consistently delivering projects with precision, professionalism, and a focus on high-impact results, ensuring that each project is executed with excellence.

OUR EXPERIENCE

DB Sterlin has a reputation for delivering complex structural projects for federal, state, and municipal clients, including the Illinois Department of Transportation, Illinois Tollway, City of Chicago, ComEd, Peoples Gas, Chicago Transit Authority, and Union Pacific Railroad/Metra.

We have extensive experience preparing contract plans, specifications, and cost estimates for concrete structural projects. This experience results from in-depth inspections, destructive and nondestructive testing, evaluations, and the analyses of repair or replacement alternatives. Our team is ready to deliver practical and cost-effective solutions that align with the Village’s priorities and ensure a smooth path from evaluation through construction.

Similiar Project Examples :

Forest Preserves Bridge Inventory and Inspection - DuPage County, IL

Project Scope

DB Sterlin conducted routine and initial bridge inspections and asset inventory and management. Applying NBIS coding systems and protocols wherever possible, the team developed a customized inspection form and numerical sufficiency rating to standardize future evaluations. Based on inspection findings, DB Sterlin prepared detailed repair recommendations with cost estimates, assisted in programming infrastructure improvements, and projected the remaining service life of each structure. All results and recommendations were compiled and delivered to the district in a formal report.

Project Overview

Since 2024, DB Sterlin has provided comprehensive structural inspection services and proactive maintenance recommendations for a system of nearly 100 bridges within the Forest Preserve District. These bridges, located across 33 parks, vary in length from nine to 635 feet and include a range of structural types such as prestressed concrete beams, prefabricated steel, concrete arches, timber structures, and a historic 1870’s wrought iron bowstring arch truss. While most bridges serve as pedestrian facilities and accommodate light maintenance vehicles, three structures provide public automobile access and require NBIS-compliant inspections to meet federal standards.

Services

- Bridge Inspection - Routine (Periodic)
- Bridge Inspection - Initial (Inventory)
- Structural Load Rating Analysis
- Asset Inventory

Key Personnel

Brad Noack PE, SE - Project Manager

Client - Forest Preserve District of DuPage County

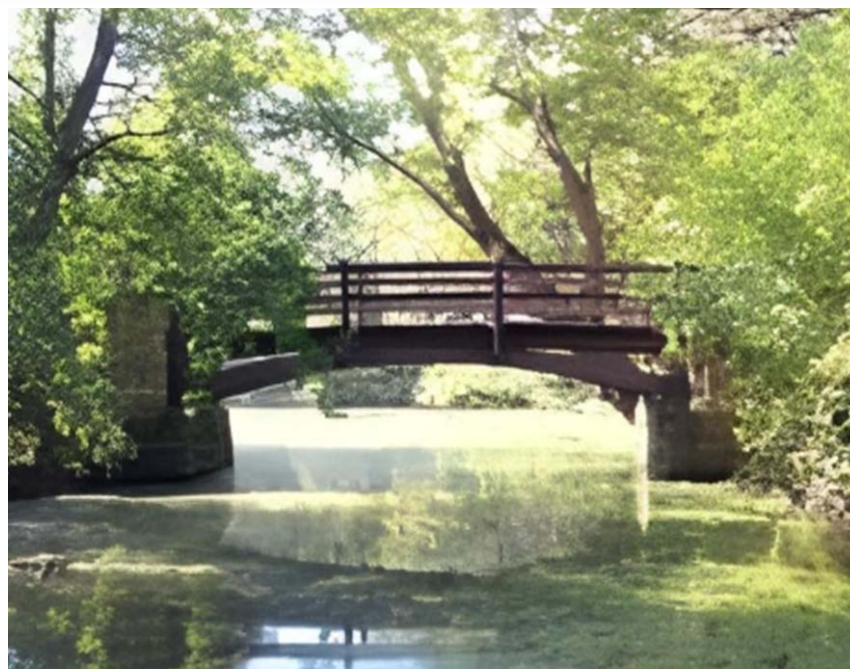
Date Completed - 2026

Construction Value - \$1.5 Million

Total Fee - \$40,000

Project Reference:

Facilities Manager
Jason Berger
(630) 876-5912
jberger@dupageforest.org



Forest Preserves of Cook County Structure and Repairs - Cook County, IL

Project Scope

DB Sterlin completed in-depth inspections of 48 pedestrian bridges throughout various forest preserves in Cook County. Responsibilities included reports and documentation of inspection findings, development of repair recommendations, and construction cost estimates. The repair recommendations for each structure ensured stability, longevity, and compliance with all relevant safety regulations and standards. Recommended repairs were prioritized based on severity and benefits to the public while accommodating the estimated construction budget of \$2,000,000.

For Phase II of the project, DB Sterlin completed design plans for seven high priority pedestrian bridges and provided bid support assistance throughout the procurement process. Detailed repairs included stone riprap replacement, expansion joint replacement, timber deck replacement, stone masonry pier and abutment repairs, cleaning and painting, concrete patching, epoxy crack injection, fiber wrapping, railing repairs, bridge washing, and PPC I-Beam repairs.

Project Overview

This work was part of the Forest Preserves of Cook County Structure Inspection and Repair Project. The focus is to inspect various pedestrian bridges, culverts, and pipes throughout the Forest Preserves of Cook County. Based on the results of these inspections, repair plans were developed for selected structures to ensure their safety and longevity. This project was an important step in maintaining FPCC infrastructure and ensuring that visitors will continue to enjoy its natural beauty.



Services

- NBIS/Biennial Bridge Inspections
- Bridge Inspection Reports/Forms
- Asset Inventory and Management
- Cost Estimating
- Repair Plan Development
- Bid Assistance

Key Personnel

- Brad Noack PE, SE - Project Manager
- Michael Martin, PE - Project Structural Engineer

Client - Forest Preserves of Cook County

Date Completed - 2024

Construction Value - \$2 Million

Total Fee - \$117,000

Project Reference

- HW Lochner
- Jordan McNally, PE - Structural Engineer
- 312-772-5648

Peoples Gas Tunnel Remediation Program - Cook County, IL

Project Scope

DB Sterlin provided structural engineering services for the planning and design of combined Phase 2 inspection and Phase 3 remediation of Tunnels 16 and 17. Services included project management, development of inspection and remediation plans, and preparation of design documents for structural repairs such as pipe support retrofits, new shaft lids and ladders, tunnel concrete repairs, and pipe steel repairs. Additional support included permitting assistance, technical guidance, and bid phase services.

DB Sterlin also provided construction engineering services for the Peoples Gas Tunnel Remediation Program, including project management, stakeholder coordination, schedule and budget control with Primavera P6, and bi-weekly progress reports. Field support covered 16 tunnel sites, with one engineer per inspection. At 13 sites with groundwater above the tunnel crown, DB Sterlin conducted drawdown testing and coordinated water sampling. Additional tasks included reviewing documentation, preliminary condition assessments, risk ranking, and on-call engineering support throughout Phase I and beyond. Their work informed prioritization of tunnel remediation, replacement, or decommissioning.

Project Overview

The Tunnel Remediation Program (TRP), initiated by Peoples Gas, involved the evaluation and risk assessment of 17 utility tunnels and associated pipelines throughout Chicago. These tunnels, ranging from 25 to over 140 years in age, span approximately 10,000 linear feet and vary in diameter from 7 to 10 feet. The program was executed in three phases: Phase I focused on data collection, initial inspections, and risk ranking; Phase II involved detailed physical inspections; and Phase III provided ongoing engineering support for remediation planning and execution. Many tunnels were in complex urban environments, including beneath major highways, rail corridors, and waterways, requiring careful coordination and logistical planning. The objective was to assess structural integrity, identify high-risk assets, and support long-term decisions regarding tunnel rehabilitation, replacement, or decommissioning.

Services

- Site Assessments
- Inspection
- Project Documentation
- Project Meetings
- Data Organization and Collection
- Report Preparation

Key Personnel

Brad Noack PE, SE - Supervisor

Client - Peoples Gas Light and Coke Company

Date Completed - 2024

Construction Value - \$5 Million

Total Fee - \$500,000



Project Reference

Black & Veatch Corporation
 Faruk Oksuz, PE
 312-683-7850

Our inspection teams are highly skilled in identifying potential issues and recommending solutions to extend the lifespan and improve the safety of these vital structures.

OUR TEAM

Our key leadership team brings decades of proven experience managing structural projects throughout the Northwest, combining deep technical expertise with a collaborative approach and a steadfast commitment to delivering high-quality, on-time, and cost-effective solutions. The team will be led by Brad Noack, PE, SE, as Project Manager, with Michael Martin, PE, serving as Project Engineer. Both have extensive experience in performing thorough, hands-on inspections and evaluations of bridges, buildings, and transportation structures to assess condition, identify deterioration, and evaluate overall safety and serviceability.

Our inspection team is well-versed in documenting issues such as material degradation, structural fatigue, and stability concerns, providing a clear understanding of each structure’s current condition and remaining service life. Backed by years of experience, our team demonstrates a deep understanding of the practices, procedures, requirements, and constraints involved in successfully delivering work for our clients.

BRAD NOACK, PE, SE ● PROJECT MANAGER



*MS, Civil Engineering,
2009, University of Illinois
at Urbana-Champaign
BS, Civil Engineering, 2003,
University of Illinois at
Chicago*

Mr. Noack will serve as Project Manager, overseeing all aspects of the project. He brings over 20 years of experience in the management and design of highway bridges, elevated railroad structures, buildings, and rehabilitation projects, with expertise in contract plans, specifications, cost estimates, engineering reports, bridge inspections, and QC/QA oversight.

Bringing decades of combined experience managing complex structural projects across Illinois, our team offers deep expertise in structural inspections, evaluations, and the preparation of contract plans and construction documents, ensuring that every phase of the project is guided by proven leadership.

Please see the full resumes included for details on our key staff’s individual project experience.

MICHAEL MARTIN, PE ● PROJECT ENGINEER



*MS, Civil Engineering,
2008, Purdue University
BS, Civil Engineering,
2007, Purdue University*

Mr. Martin will serve as Project Engineer for the project and brings 16 years of experience in structural analysis, design, inspection, maintenance, and rehabilitation. Through his diverse experience, he is equipped with a deep understanding of the effort required to complete and deliver successful quality work. In addition, Mr. Martin has strong skills in leadership, teamwork, and mentorship.

DB Sterlin’s key personnel are fully available to commence work immediately, ready to facilitate comprehensive field assessments, develop detailed plans and specifications, prepare accurate cost estimates, provide recommendations for the best solutions, review and coordinate structural plans, and deliver seamless oversight throughout the project lifecycle.

This full availability allows us to rapidly establish efficient workflows, maintain clear and continuous communication with all stakeholders, and ensure that every task is executed with safety, reliability, and constructibility in mind. Our team is positioned to deliver high-quality, actionable results, minimizing risks, maximizing efficiency, and ensuring that the final construction documents reflect practical, buildable solutions tailored to the specific needs of the project.

APPROACH AND METHODOLOGY

Project Understanding & Guiding Principles

The NOW Arena’s main entrance stairs serve high-volume event traffic and must remain safe, code-compliant, and operational during investigations and any subsequent work. Our approach prioritizes:

- Safety and continuity of NOW Arena operations—maintaining routine ingress/egress and emergency egress during assessments and construction.
- Root-cause diagnosis of settlement-related issues through targeted destructive and non-destructive testing (NDT), third-party specialty testing oversight, and holistic structural/geotechnical evaluation.
- Clear, phased recommendations with opinions of probable cost (OPC) for both hard and soft costs, and a practical implementation/phasing plan that respects the event calendar.



Methodology for Assessing Existing Conditions

Step 1 - Mobilization & Coordination (Week 1)

- Kickoff workshop (on-site): Align objectives, confirm points of contact in Public Works and Arena Operations, review known issues, past repairs, and event schedules; validate data needs and site protocols.
- Health and safety + access plan: Define barricades, off-hour testing windows, and egress continuity during site work.

Step 2 - Multi-Disciplinary Field Investigation (Weeks 2-4)

- Visual/condition survey: Document deterioration (spalls, cracks, corrosion, settlement indicators, uneven treads/loose railings), drainage pathways, and adjacent plaza conditions.
- Non-destructive testing (as applicable): Ground-penetrating radar to identify excessive moisture in subsurface soil (clearest evidence of drainage issue) and to identify any voids in stair concrete and subsurface soil interface (clearest evidence of settlement/drainage erosion), and complete hammer sounding to identify extent of concrete delaminations.
- Targeted destructive testing: Cores for compressive strength and petrography (if distress suggests freeze-thaw/ASR) lab testing and our QA oversight and review of lab reports, selective removals of delaminations to inspect damage extent and reinforcement.
- Code, life safety, and accessibility screening: High-level review against current safety and accessibility requirements to flag non-conformances for inclusion in final report and incorporation into selected alternative concepts.

Step 3 - Analysis & Diagnostics (Weeks 5-6)

- Structural review: Evaluate the existing stair system’s structural integrity and details relative to observed defects and testing results; evaluate future deterioration risk and load path continuity.
- Root-cause review: Correlate settlement history with subgrade findings, drainage patterns, freeze-thaw cycles, and detailing to determine whether repair or replacement is the more resilient life cycle solution.

Stakeholder Engagement Process

We will structure stakeholder engagement across three coordinated work tracks to capture input and keep all parties aligned:

- Operations & Safety Track: Bi-weekly touchpoints with Arena Operations, Security/Fire, and Public Works to coordinate site access, barricading, and egress routes - especially around event days.
- Leadership Track: Milestone briefings for Village leadership/elected officials to preview findings and options before public communications or bid release, with formal presentation(s) upon request.
- Technical Track: Working sessions with third-party testing partners and our structural/geotechnical team to review test plans and results, maintaining a unified technical basis for recommendations.
- Engagement tools: On-site meetings, annotated plan markups, and decision logs; all meeting minutes issued within 48 hours to clearly document decisions.

Key Issues & Considerations for This Work

- Maintaining Event Operations: Phased barricading and off-hour work windows to keep primary entrances open; temporary ramps/alternate paths of travel if localized closures are unavoidable.
- Settlement & Subgrade Risk: Potential voids, saturated soils, poor drainage detailing, or frost susceptibility driving differential movement under the stair foundations and adjacent plaza.
- Durability & Life Cycle: Freeze-thaw, de-icing chemicals, and corrosion of rebar/embedded railing; details must address drainage, jointing, and protective systems for long-term performance.
- Accessibility & Safety Compliance: Tread/riser uniformity, railing compliance, landings, slip resistance; provide for seamless accessible routes during and after construction.
- Constructability in a Live Venue: Logistics for deliveries, temporary signage/wayfinding, and clear separation of construction zones from patrons.
- Budget Transparency: OPC ranges for repair vs. replacement, inclusive of design contingencies, testing, permits, and construction-phase services.



NOW Arena – Main Stair Repair RFP Facilities

PROPOSED TIMELINE - ANALYSIS PHASE

MILESTONE	DURATION	TARGET	ANALYSIS DELIVERABLES
Kickoff & Data Collection	1 week	Week 1	Agenda, data request, safety/ access plan
Field Investigation & Testing	3 weeks	Week 2-4	Survey notes, NDT execution, lab work initiated
Analysis & Diagnostics	2 weeks	Weeks 5-6	Structural checks, root-cause memo
Draft Recommendations (Alt. Analysis + OPC)	2 weeks	Weeks 7-8	Alternatives matrix, OPC (hard/soft), phasing draft
Stakeholder Review Workshop	1 week	Week 9	Feedback log, direction on preferred alternative
Final Report Preparation & Delivery	3 weeks	Weeks 10-12	Final Report with visuals; presentation (if requested)

Total Analysis Duration:
12 weeks from Notice to Proceed, subject to testing lead times and event blackout dates.

PROPOSED TIMELINE - CONSTRUCTION DOCUMENTS & BIDDING

MILESTONE	DURATION	TARGET	ANALYSIS DELIVERABLES
30% Design (Basis of Design)	4 weeks	Weeks 1-4 Post-Authorization	Concept Drawings, outline specs, code/accessibility checklist
60% Design	4 weeks	Weeks 5-8	Plans/sections/ details; draft technical specs; updated OPC
90% Design & QA/QC	4 weeks	Weeks 9-12	Near-final documents; constructability review; cost update
Final Issue for Bid	3 weeks	Weeks 13-15	Sealed drawings/ specs; bit form; addenda
Bidding Support	5 weeks	Weeks 16-20	Pre-bid meeting, RFI's addenda, bid review memo

PHASING OF THE CONSTRUCTION

Phasing Objectives: Maintain safe event operations; minimize closure footprints; accelerate critical path elements.

MILESTONE	TARGET	WORK ACTIVITIES
Phase I - Lateral Third 1	Weeks 1-8	Temporary barriers, demo/rebuild or repair localized area; maintain adjacent stairs; provide temporary wayfinding and, if needed, a temporary ADA route via nearby entrances per operations plan.
Phase 2 - Center Third 2	Weeks 9-16	Execute during lower-volume event windows; augment staffing for crowd control; preserve emergency egress routing verified with Fire/Security.
Phase 3- Lateral Third 3	Weeks 17-24	Complete remaining work, finalize handrails/guards, jointing, sealers, and site drainage tie-ins.
Punchlist and Closeout	Weeks 25-28	Correct any substandard work; site restoration and cleanup.

The estimated schedule above is based on the full replacement option.

If full replacement is selected, we will explore prefabrication of stair components, night work, and micro-phasing to compress work durations on-site, while coordinating staging away from patron pathways.



PROJECT DELIVERABLES

Draft Recommendations & Implementation Plan

- Scope narratives and concept details (typical sections, connection details, drainage improvements).
- Risk/benefit and life cycle comparisons, including operational impacts and maintenance expectations.
- Opinions of Probable Cost separated into Hard and Soft costs for each alternative.
- Preferred approach with a preliminary phasing plan synchronized to the arena calendar.

Final Report & Presentation

Deliver a comprehensive Final Report consolidating findings, analysis, and recommendations, with visual aids (existing conditions plans, concept plan/section). Present findings to Village leadership and/or elected officials if requested.

Quality Management

- Design QA/QC: Internal peer reviews at Draft Recommendations and Final Report phases of the analysis.
- Documentation: Maintain organized records and meeting minutes to support transparency and timely responses.

Optional Add-Alternates

- Local hydrology and drainage path evaluation (downspouts, plaza drainage, sub-slab flow paths).
- Televising nearby storm sewer laterals to detect any joint failure or infiltration.
- High accuracy LiDAR or total station topographic surveying to document any out of plumb or misaligned conditions.

Our team specializes in developing contract plans, specifications, and cost estimates for concrete structural projects, resulting from in-depth inspections, destructive and nondestructive testing evaluations, and repair or replacement alternative analyses.

Why our approach fits the NOW Arena Project



- Delivers an analysis-first pathway to a durable solution
- Balances operational continuity with safety
- Provides clear alternatives along with associated costs
- Establishes a phasing strategy tailored to a busy live event venue
- Aligns directly with the Village's requested scope, deliverables, and evaluation criteria

REFERENCES

Forest Preserve District of DuPage County

Address: 35580 Naperville Road, Wheaton, IL 60189

Contact Person: Jason Berger

Phone Number: 630-876-5912

Project Year: 2024-2026

Project Name: Forest Preserves Bridge Inventory and Inspection

Forest Preserves of Cook County

Address: 536 N Harlem Ave., River Forest, IL 60305

Contact Person: Jordan McNally, PE (HW Lochner)

Phone Number: 312-772-5648

Project Year: 2022-2026

Project Name: Forest Preserves of Cook County Structure and Repairs

Peoples Gas Light & Coke Company

Address: 200 E. Randolph St., Chicago, IL 60601

Contact Person: Faruk Oksuz, PE (Black & Veatch Corporation)

Phone Number: 312-683-7850

Project Year: 2024

Project Name: Peoples Gas Tunnel Remediation Program



Years with this firm: 3
 Years with other firms: 19

Brad L. J. Noack, PE, SE

STRUCTURAL ENGINEERING DEPARTMENT HEAD

Mr. Noack is the Structural Department Head for DB Sterlin and has over 20 years of experience in project management and design of various engineering projects including highway bridges, elevated railroad structures, buildings, airport structures, and rehabilitation projects. Mr. Noack has managed and been responsible for many prominent transportation projects having extensive experience with the preparation of contract plans, technical specifications, cost estimates, and engineering reports. He also has extensive experience in bridge inspections and quality control and assurance.

EDUCATION

Master of Science
 Civil Engineering
 University of Illinois at Chicago
 2009

Bachelor of Science
 Civil Engineering
 University of Illinois
 at Urbana-Champaign
 2003

Bachelor of Science
 Physics
 Loyola University Chicago
 2001

PROFESSIONAL REGISTRATION

Structural Engineer
 Illinois # 081-007166 (2012)
 Washington # 48462

Professional Engineer
 Illinois # 062-061264 (2008)
 Indiana # PE11200118

TRAINING / CERTIFICATION

IDOT Certified Bridge
 Inspection Program Manager –
 Element Level # 00465
 FHWA-NHI-130078 Fracture
 Critical Inspection Techniques
 for Steel Bridges

PROJECT EXPERIENCE

95th Street Bridge over Calumet River

CHICAGO DEPARTMENT OF TRANSPORTATION

Structural Engineer of Record for various portions of the historic 95th Street Bascule Bridge over Calumet River replacement. These elements included various steel framing, fixed span concrete deck and sidewalk replacement, dolphin replacement, railing replacement, and replacement bridge operator's house. He was responsible for design, plans, specifications, quantities, and multi-firm coordination. The 95th Street Bridge over the Calumet River in Southeast Chicago underwent comprehensive structural rehabilitation. The scope included replacement of original steel beams with upgraded materials, modernization of mechanical and electrical systems, and enhancement of pedestrian and cyclist safety features. The project preserved the bridge's historic integrity while ensuring compliance with current CDOT standards and addressing future load and traffic requirements.

Chicago Bridge Inspection Team Bridge Inspections and Load Ratings

CHICAGO DEPARTMENT OF TRANSPORTATION

Quality Manager responsible for supervision and quality control for the inspections of various bridges, viaducts, and culverts throughout the City of Chicago. The work included bridge inspections, the development of bridge condition reports and required IDOT forms, permitting, and coordination with various entities such as CDOT, Metra, Amtrak, BNSF, and CN railroads. The inspections consisted of NBIS routine, IDOT element level, NSTM, and special inspections. Load rating of structures was performed using AASHTOWare BrR software. The overall project objective was to ensure the CDOT bridges were structurally adequate for their intended use.

Digital Twin and AI-Powered Inspection of the Chicago Skyway Bridge

AREN AI

Project Manager responsible for scheduling drone pilots and coordination with railroads, utilities, and City of Chicago for flight authorization and access. DB Sterlin Consultants, Inc. (in partnership with Aren AI, SkyDeploy UAS, and Aerdia) was selected by the Skyway Concession Company (SCC) to complete drone inspections to develop a 3D digital twin model of Calumet River High Bridge and adjacent approach span viaducts, Chicago's highest and longest bridge. In total,

this bridge was a 7,243-foot-long, 43-span steel through truss and deck truss viaduct structure. The resulting model and AI software was used to automatically detect and quantify findings within 0.6mm accuracy and track changes over time.

North Main Line Viaducts and Walls Structural Engineering

CHICAGO TRANSIT AUTHORITY

Structural Lead responsible for managing field operations for inspection of concrete viaduct walls and inspecting concrete viaduct walls, writing of inspection condition report with repair recommendations. The project consisted of investigating the deterioration of the viaducts and retaining walls along a four-mile section of the embankment-supported rail line on the busiest Chicago Transit Authority line. The scope included the preparation of repair plans to stabilize a 60-foot section of retaining wall that was leaning and exhibiting signs of movement.

Wilson Station Renovation Structural Services

CHICAGO TRANSIT AUTHORITY

Structural Lead responsible for structural inspection of the historic station house and development of structural analysis, plans, and specifications for recommended rehabilitation of the Chicago Transit Authority's (CTA) Wilson Station. The project included structural rehabilitation of the historic Wilson Station Gerber Building on CTA's Red Line, the busiest rail line on the CTA system.

DuPage County Various Bridge and or Retaining Wall Repairs

DUPAGE COUNTY DIVISION OF TRANSPORTATION

Project Manager for a task-based contract to provide preliminary investigations and Phase II structural engineering services in DuPage County, Illinois. Project tasks included the investigation of 11 bridges, including ground penetrating radar deck scanning for various repairs and thin polymer deck overlay; PS&E for bridge deck overlay and repairs to five of these structures; investigation of 11 retaining walls and PS&E for two walls; load rating the Medinah Road over Meacham Creek culvert; and training of DuPage DOT staff in AASHTOWare load rating software.

Feasibility Study for Coffin Road Bridge

VILLAGE OF LONG GROVE

Project Manager conducted field inspection, hydraulic evaluation, and development of repair/rehabilitation recommendations and cost estimates for a more than 100-year-old pin-connected pony truss bridge in Long Grove, Illinois. The project included development of recommendations and cost estimates for the replacement of some of the bridge's original historic features.

FPDDC District-Wide Pedestrian Bridge Replacement Study

FOREST PRESERVE DISTRICT OF DUPAGE COUNTY

Project Manager for a project to provide bridge repair or replacement study services for four Forest Preserve District of DuPage County (FPDDC) bridges. The project included inspection reports for the four bridges. The project goal was to study several alternatives including multiple replacement structure types and present both initial engineer's estimates of initial construction costs as well as 100-year life cycle cost estimates.

Hidden Lake Forest Preserve Bridges: Phase II Engineering Services

FOREST PRESERVE DISTRICT OF DUPAGE COUNTY

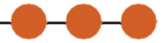
Project Manager provided Phase II engineering services for the complete replacement of a prefabricated steel pedestrian bridge and the historic rehabilitation and strengthening of the 1870s wrought iron bowstring arch truss bridge crossing the East Branch DuPage River. The project required extensive permitting through the IDNR, Army Corps, Village of Downers Grove, DuPage County Building Department, and DuPage County Stormwater Management.



Years with this firm: 1
 Years with other firms: 15

Michael Martin, PE

STRUCTURAL PROJECT ENGINEER



Mr. Martin is a Structural Project Engineer with 16 years of experience in structural bridge design, inspection, maintenance, and rehabilitation. Through his diverse experience, he is equipped with a deep understanding of the effort required to complete and deliver successful quality work. In addition, Mr. Martin has strong skills in leadership, teamwork, and mentorship. He has worked on projects with several agencies and municipalities including the Skyway Concession Company, IDOT, CDOT, and the Illinois Tollway.

EDUCATION

Master of Science
 Civil Engineering
 Purdue University
 West Lafayette, IN
 2008

Bachelor of Science
 Civil Engineering
 Purdue University
 West Lafayette, IN
 2007

PROFESSIONAL REGISTRATION

Professional Engineer
 Illinois #062-064595
 Indiana #1140029
 Washington #51907

TRAINING / CERTIFICATION

IDOT Certified Bridge
 Inspection Program Manager -
 Element (00697)
 NHI Certified Fracture Critical
 Inspection Techniques (NHI
 130053)
 AREMA Bridge Inspection
 Certification
 S-BRITE Fatigue Inspection of
 Steel Bridges Certification

PROJECT EXPERIENCE

CBIT Bridge Inspection Project

CHICAGO DEPARTMENT OF TRANSPORTATION

Project Engineer and Inspection Team Leader responsible for planning, scheduling, and coordinating annual inspections. The team performed and managed more than 50 bridge inspections, including bi-annual in-depth bridge inspections (NBIS Routine, Element, Fracture Critical). Scope of work included reporting of existing conditions and significant findings; completion and submittal of IDOT forms to the Illinois Highway Information System; and CDOT work items to the ATOM management inventory.

Jackson Blvd BCR Bridge Inspection Project

CHICAGO DEPARTMENT OF TRANSPORTATION

Project Engineer and Inspection Team Leader responsible for Bridge Condition Report (BCR) inspection and reporting for the fixed span portions of the bascule lift bridge. Scope of work included reporting of existing conditions, significant findings and repair recommendations for the BCR.

IDOT District 1 – Bridge Inspections

ILLINOIS DEPARTMENT OF TRANSPORTATION

Project Engineer and Inspection Team Leader responsible for planning, scheduling, and coordinating various IDOT bridge inspections. The team performed numerous bridge inspections, including NBIS Routine, Element, Fracture Critical inspections. Scope of work included reporting of existing conditions and significant findings; and completion and submittal of IDOT forms to the Illinois Highway Information System.

O’Hare Airport 2025 Inspection Project

CHICAGO DEPARTMENT OF AVIATION

Project Engineer and Inspection Team Leader responsible for planning, scheduling, and coordinating inspections at O’Hare International airport. The team performed inspections, including seven bridge inspections (NBIS Routine, and Element Level inspections) and seventeen overhead sign structures. Scope of work included reporting of existing conditions and significant findings, repair recommendations and preliminary repair cost estimates.

Annual State of the Chicago Skyway and Capital Improvement Program

SKYWAY CONCESSION COMPANY

Project Engineer and Inspection Team Leader responsible for planning, scheduling, and coordinating annual inspections, including coordination with multiple subconsultants, municipalities, railroads, coast guard, equipment rental, traffic control, and local businesses. He performed and managed annual bridge inspections, including multiple teams (6-10 inspectors) efforts during bi-annual in-depth bridge inspections (NBIS Routine, Element, Fracture Critical). Led and managed reporting effort; including reporting of existing conditions and significant findings; repair recommendations, preliminary cost estimates for repair recommendations, and planning of repair/maintenance work over a 10-year Capital Improvement Plan. Annual inspections and reporting for the 7.8-mile-long Chicago Skyway Toll Bridge System. This comprised NBIS Routine, Element Level and Fracture Critical inspections of 60 bridges including the 7,243-foot-long, 43-span fracture critical steel through truss and deck truss viaduct centered over the Calumet River along with roadway (and ancillary structures) and facilities buildings inspections. Reporting included inspection findings, repair recommendations and rehabilitation/maintenance planning via a 10-year Capital Improvement Plan.

Chicago Skyway Construction Inspection - Structural Steel and Substructure Concrete Repairs

SKYWAY CONCESSION COMPANY

Project Engineer and Inspection Team Leader responsible for performing preliminary sounding inspections and providing preliminary repair locations, quantities, and cost estimates for substructure concrete repairs. He reviewed shop drawings and submittals for adherence to repair plans and specifications. Mr. Martin conducted field observations for truss steel rehabilitation work to ensure adherence to plans and specifications and managed construction engineering inspectors to observe and document contractor progress during substructure concrete repair, including cleaning, and removal and replacement of existing reinforcement. This project involved Construction Inspection services for structural steel repairs on the 15-span Commercial Avenue structure and the 10-span 100th Street Viaduct structures of the Chicago Skyway in the City of Chicago as well as substructure concrete repairs to over 30 bridge structures, for a total of over 20,000 square feet of concrete repairs.

IDOT Phase II Various Work Order Structural Services

ILLINOIS DEPARTMENT OF TRANSPORTATION

Project Engineer and Inspection Team Leader responsible for coordinating and scheduling field inspections in all nine IDOT districts with Bridge Maintenance Engineers. He performed Load Rating Inspections, provided information required for rating analysis; including communication of Critical Findings and emergency actions, such as reduced lane and shoring recommendations. In addition, he performed load rating analysis utilizing AASHTOWARE BrDR Software.

Phase I Engineering for Kennedy Expressway (I-90) Rehabilitation, Edens Expressway (I-94) to Ohio Street

ILLINOIS DEPARTMENT OF TRANSPORTATION

Project Engineer and Inspection Team Leader responsible for planning, scheduling, and coordinating BCR inspections; including coordination with multiple subconsultants, CTA, equipment rental, traffic control, and local businesses. He performed and managed inspections and the inspection team for completion of in-depth BCR inspections of 36 bridges totaling 1.3 million square feet of deck area, including preliminary repair locations and quantity estimates for decks, superstructures, and substructures. In addition, he drafted 36 Bridge Condition Reports and cost estimates for joint replacements, deck overlays, steel superstructure cleaning and painting, PPC I-beam repair, and various substructure repairs totaling \$75 Million of proposed work.

IDOT Local Roads Structure Ratings

ILLINOIS DEPARTMENT OF TRANSPORTATION

Project Engineer responsible for creating and updating as-built and as-inspected AASHTOWARE models, performing load rating analysis utilizing AASHTOWARE BrDr software, and updating Load Rating Summary Reports.

DRAFT - OPINION OF PROBABLE COSTS
Village of Hoffman Estates
NOW ARENA EXTERIOR STAIR REPAIR OR REPLACEMENT
DB STERLIN CONSULTANTS, INC.

NOW ARENA EXTERIOR STAIR REPAIR OR REPLACEMENT - ASSESSMENT, RECOMMENDATIONS AND REPORT			
Site Assessment	Estimated Hours	Avg. Hourly	Total
- Kick-off Meeting	8	\$200	\$1,600
- Evaluation of Existing Conditions	32	\$170	\$5,440
- Oversight of Third Party Testing	16	\$200	\$3,200
- Condition Assessment, Accessibility, and Compliance	44	\$175	\$7,700
Draft Recommendations and Implementations Plan	Estimated Hours	Avg. Hourly	Total
- Provide Recommendations	32	\$170	\$5,440
- Develop Implementation Strategy	24	\$200	\$4,800
- Draft Opinions of Probable Cost	24	\$170	\$4,080
Final Report	Estimated Hours	Avg. Hourly	Total
- Prepare Report Findings, Analysis, and Recommendations	48	\$170	\$8,160
- Prepare Visual Aids	24	\$155	\$3,720
- Present Findings to Village (if needed)	24	\$200	\$4,800
QC/QA/PM/Admin. Tasks	Estimated Hours	Avg. Hourly	Total
- QC/QA (5% of 276 hours)	14	\$270	\$3,780
- Project Management/Administration (5% of 276 hours)	14	\$270	\$3,780
Direct Costs			Direct Costs Total
Ground Penetrating Radar Field Investigation			\$3,500
Concrete Coring and Restoration - 4 Cores Collected			\$2,550
Concrete Compressive Strength Testing (\$125/Sample)			\$500
Field Supervision and Reporting			\$3,000
Inspection Vehicle (8 Days x \$90/Day)			\$720
		Sub-Total:	\$66,770
NOT-TO-EXCEED TOTAL FEE (Labor + Direct Costs)			\$66,770

Note: Development of construction documents, bid support, and construction phase support are not included in this Opinion of Probable Cost. However, these services may be provided at an additional cost.



AGENDA ITEM REPORT

Village Board of Trustees
May 4, 2026
ITEM 5F

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: Resolution - Village Board

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

RESOLUTION NO. ____-2026

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

Table with 5 columns: VOTE, AYE, NAY, ABSENT, ABSTAIN. Rows list Village officials: 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
Contact Name: Aaron Howe
Bill To/Ship To: 1900 Hassell Road
 Hoffman Estates, Illinois
 60169-6308
 United States
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:

OpenGov, Inc.

Signature:

Name:

Signed by:
Signature:
Sam Kramer

661E466E40FB418...
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:
Sam Kramer
661E466E40FB418...

Name _____

Name

Sam Kramer

Title _____

Title

CFO

Date _____

Date

4/14/2026



AGENDA ITEM REPORT

Village Board of Trustees
May 4, 2026
ITEM 5G

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: Resolution - Village Board

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)


Christine Marotta

Lakeshore Recycling Systems, LLC
(Principal) (Seal)

By: 
(Title) CLO

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.

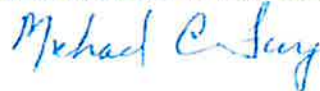


Ethan Schwartz (Notary Public)

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



*For verification of the authenticity of the Power of Attorney, please contact SuretyInquiries@amynatgroup.com.

**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: _____

By: _____

Signature

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>	
<hr/>		
Email Address:	<u>ASales@LRSrecycles.com</u>	
Telephone	<u>224-297-4764</u>	
Signature	<u></u>	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.]



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 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.

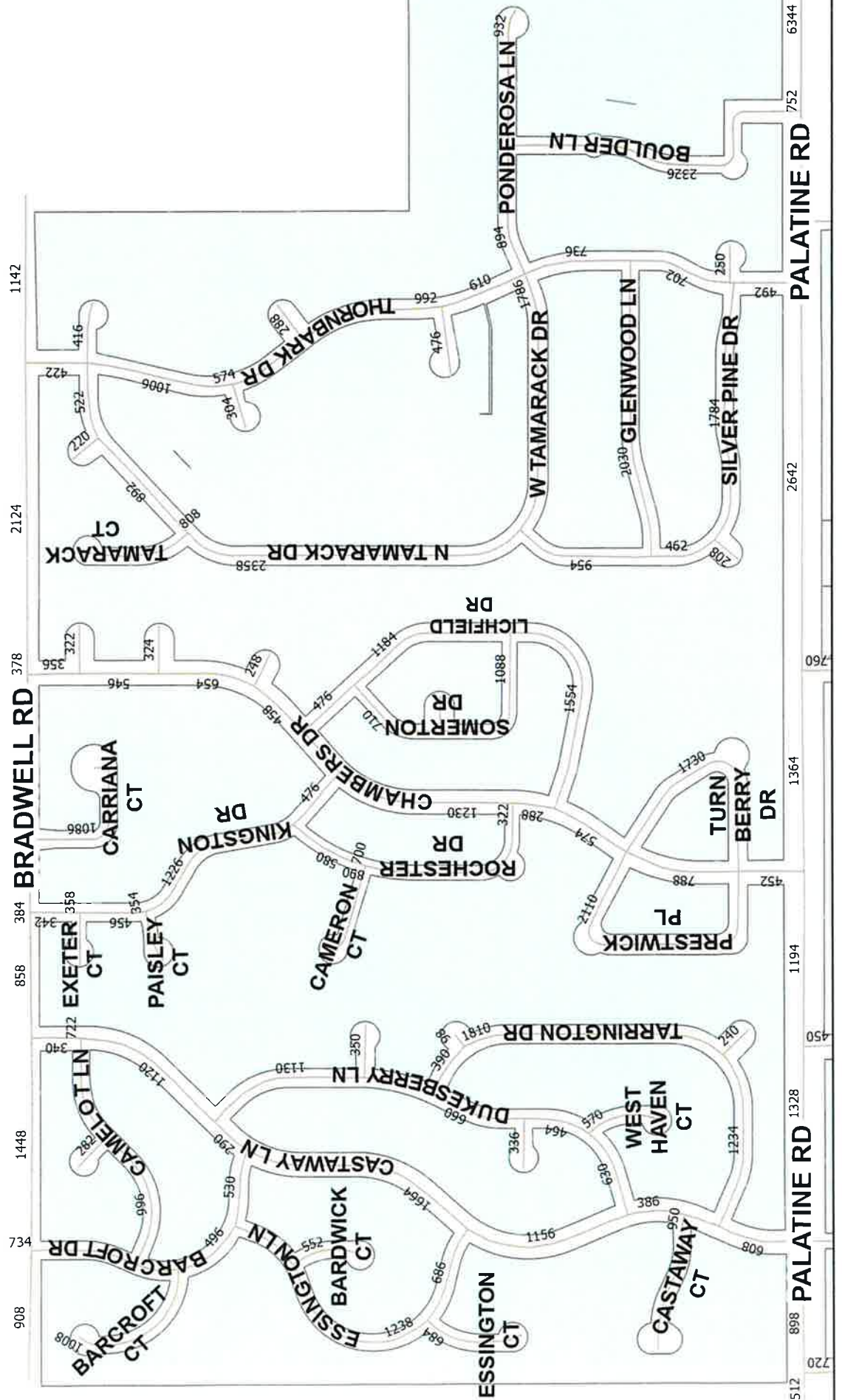
The cost of furnishing all required bonds shall be included in the Bid.

North Sweeping Map Area 1

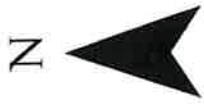


Date _____
 Cubic Yards Dumped _____
 Water Used _____
 Driver Name _____

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

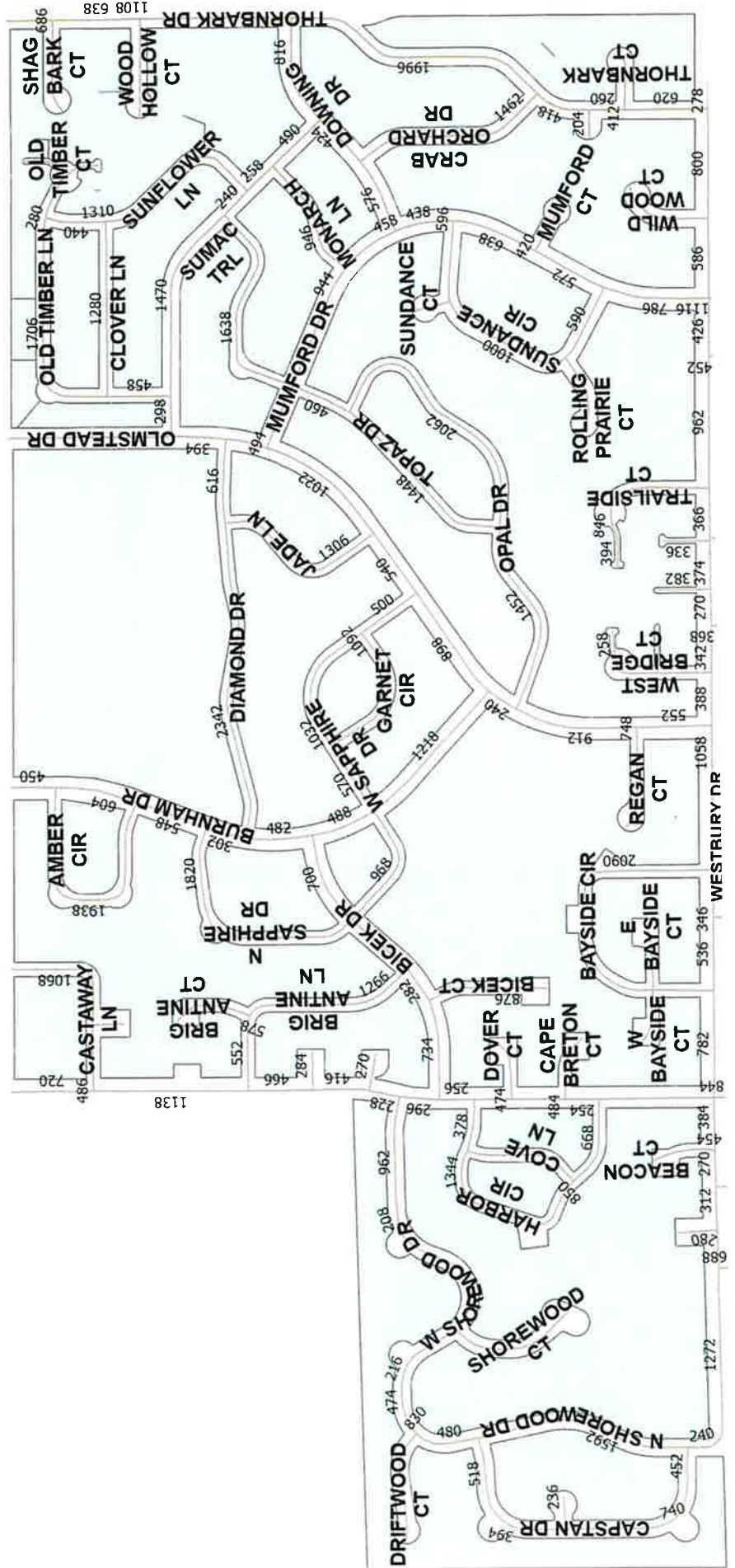


North Sweeping Map Area 2



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

Palatine to Westbury (Both sides of Westbury)
 Total Mileage = 19.92

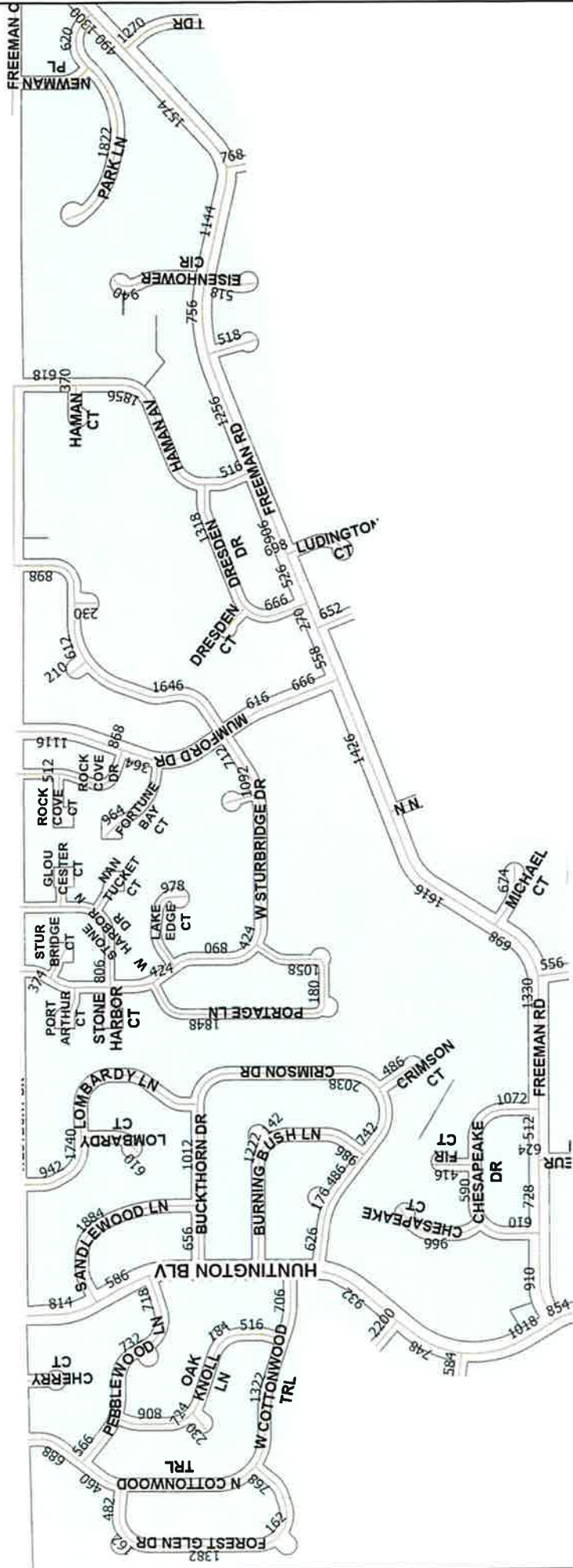


North Sweeping Map Area 3



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

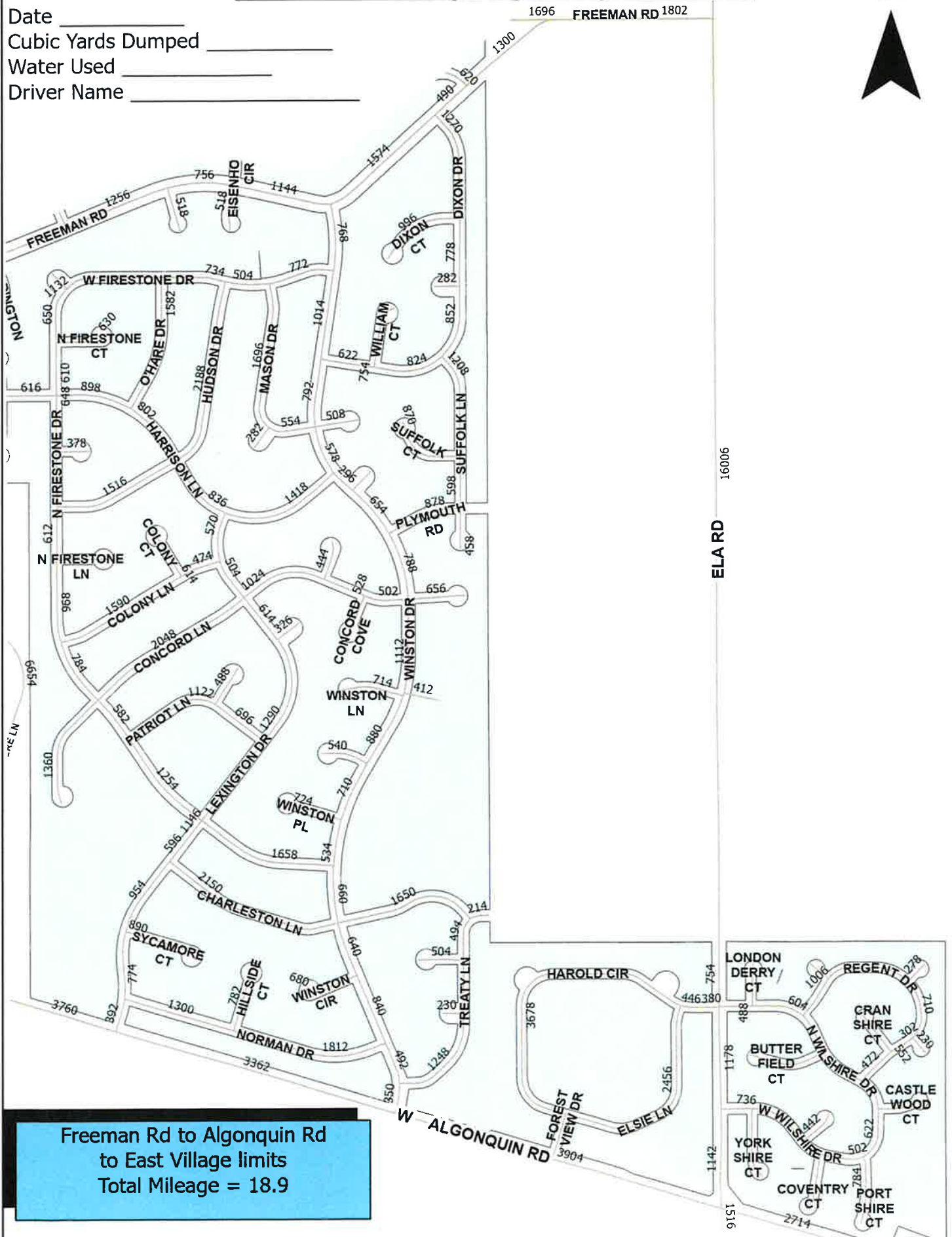
Westbury to Freeman (both sides of
 Freeman)
 Total Mileage = 15.56



North Sweeping Map Area 4



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



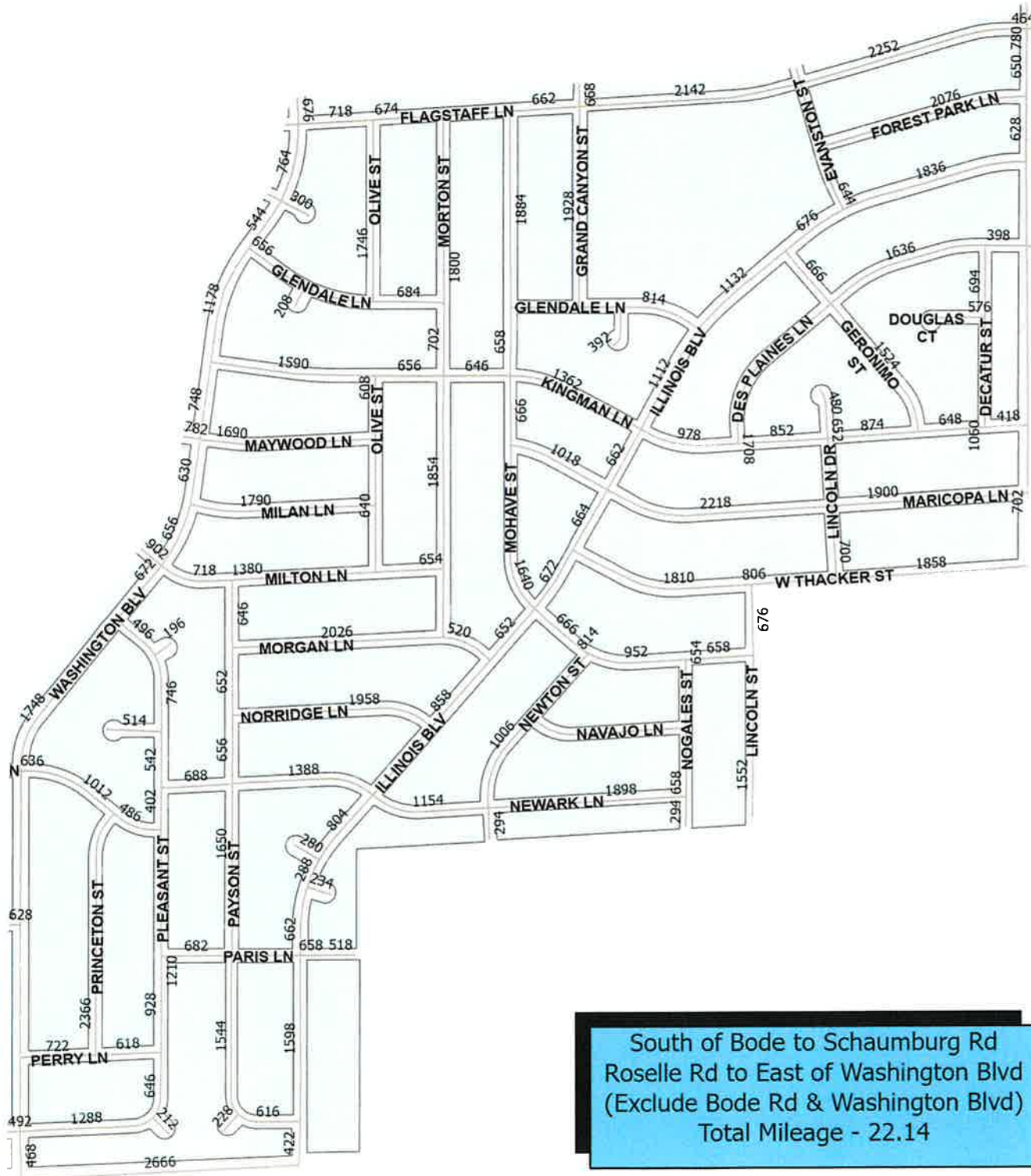
Freeman Rd to Algonquin Rd
to East Village limits
Total Mileage = 18.9

South Sweeping Map Area 2

N



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



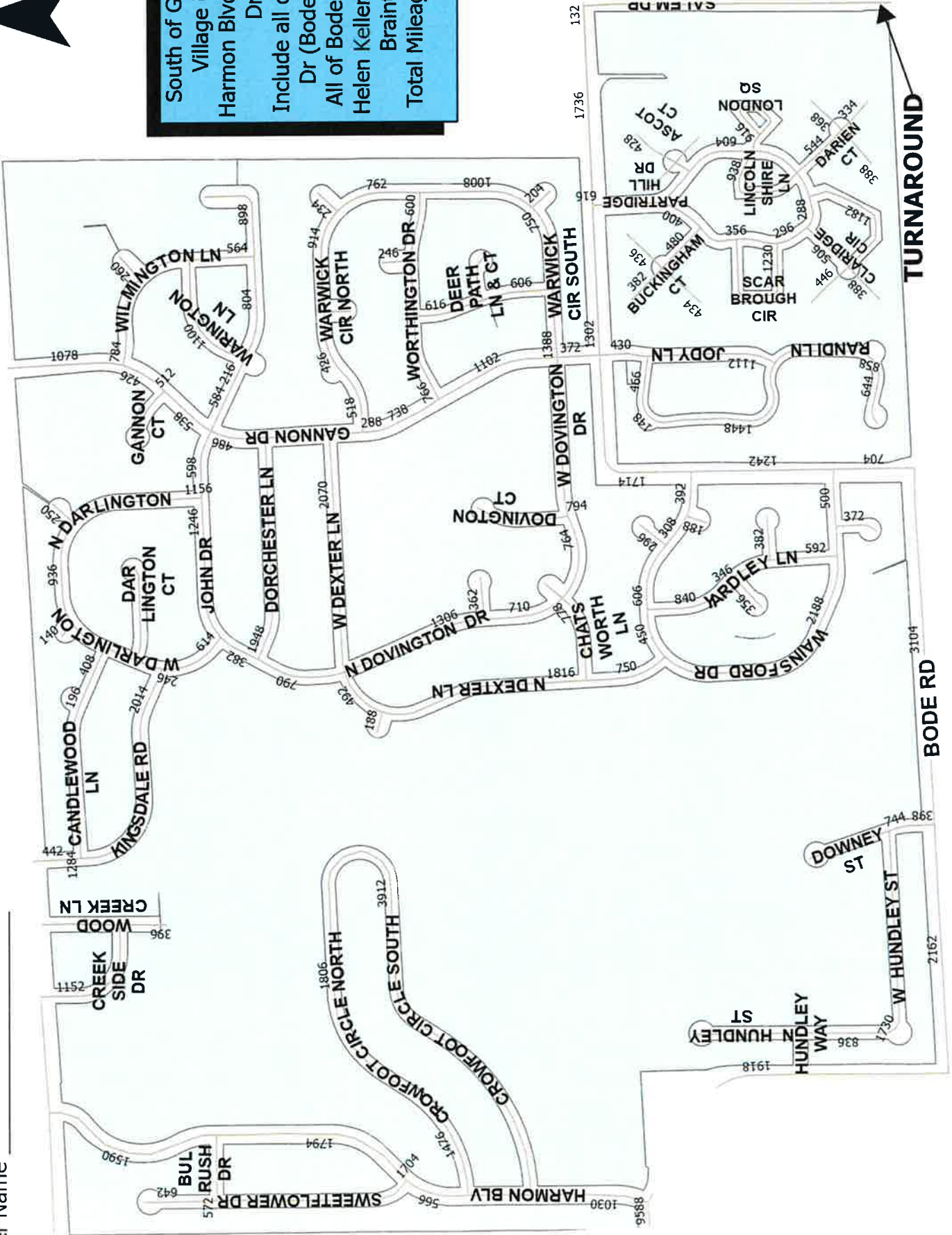
South of Bode to Schaumburg Rd
Roselle Rd to East of Washington Blvd
(Exclude Bode Rd & Washington Blvd)
Total Mileage - 22.14

South Sweeping Map Area 4

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



South of Golf Rd to
 Village Limits
 Harmon Blvd to Salem
 Dr
 Include all of Gannon
 Dr (Bode to 72)
 All of Bode from the
 Helen Keller School to
 Braintree
 Total Mileage = 19.9

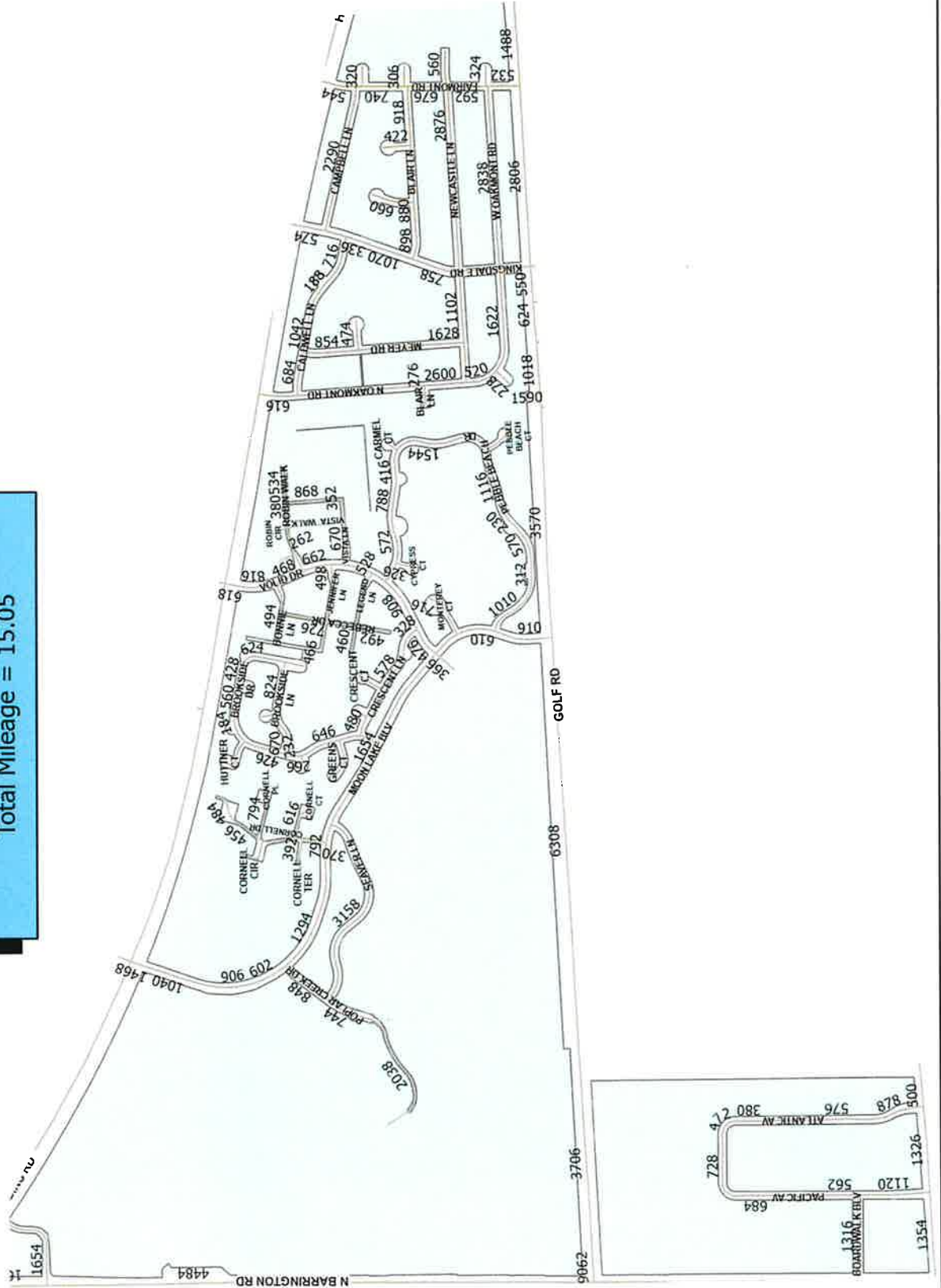


South Sweeping Map Area 5



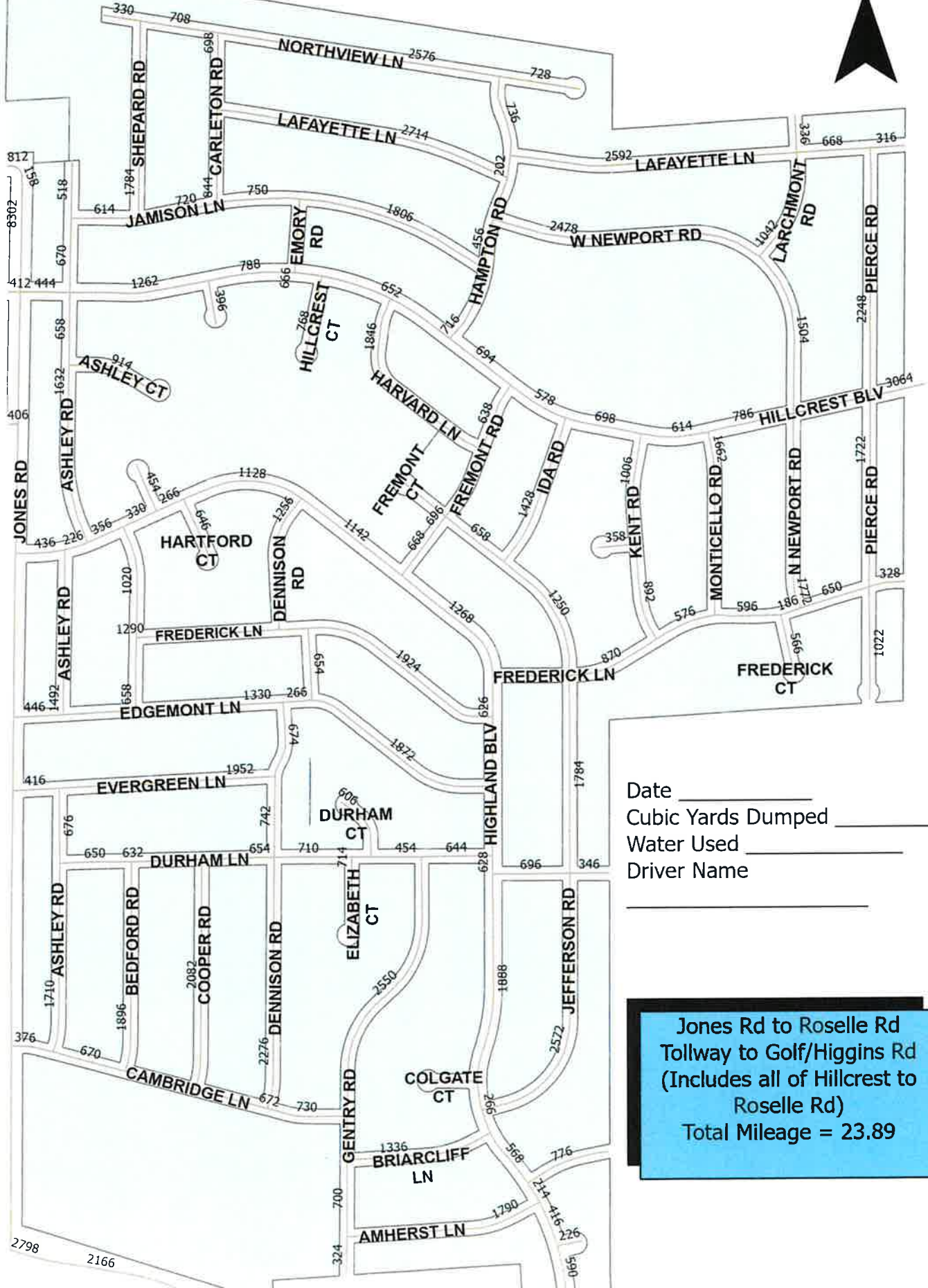
Date _____
 Cubic Yards Dumped _____
 Water Used _____
 Driver Name _____

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

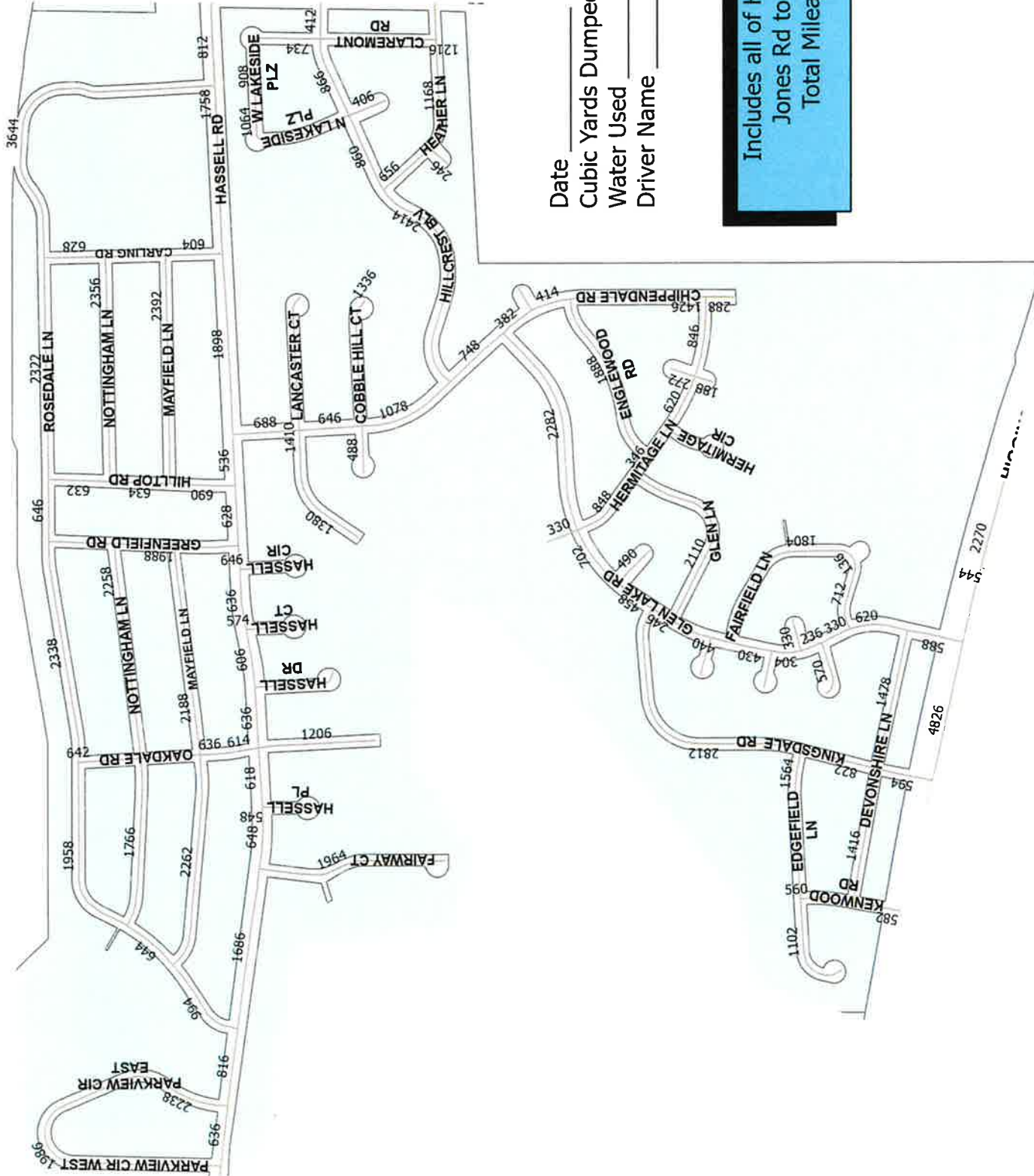
N



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**

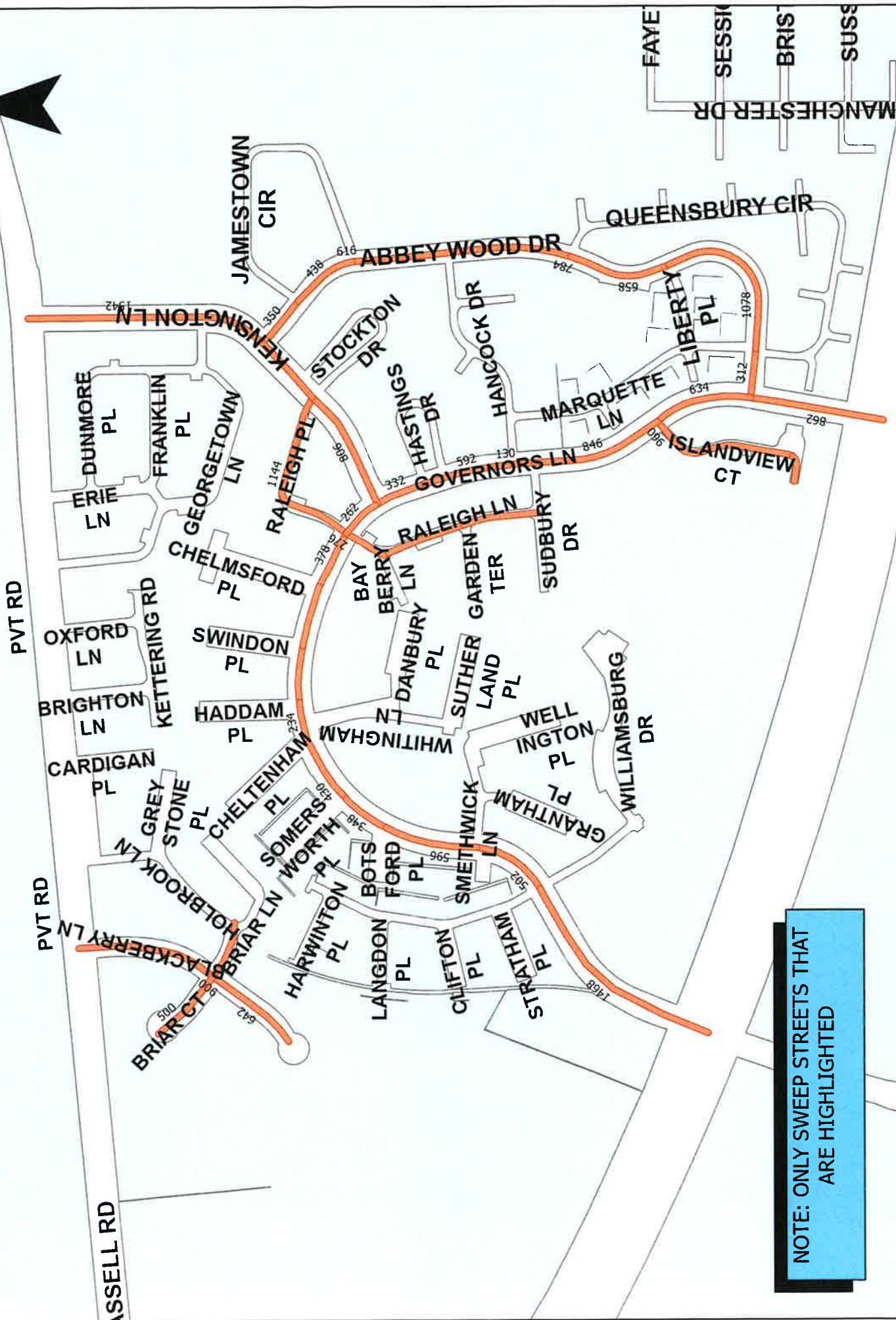
South Sweeping Map Area 7



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

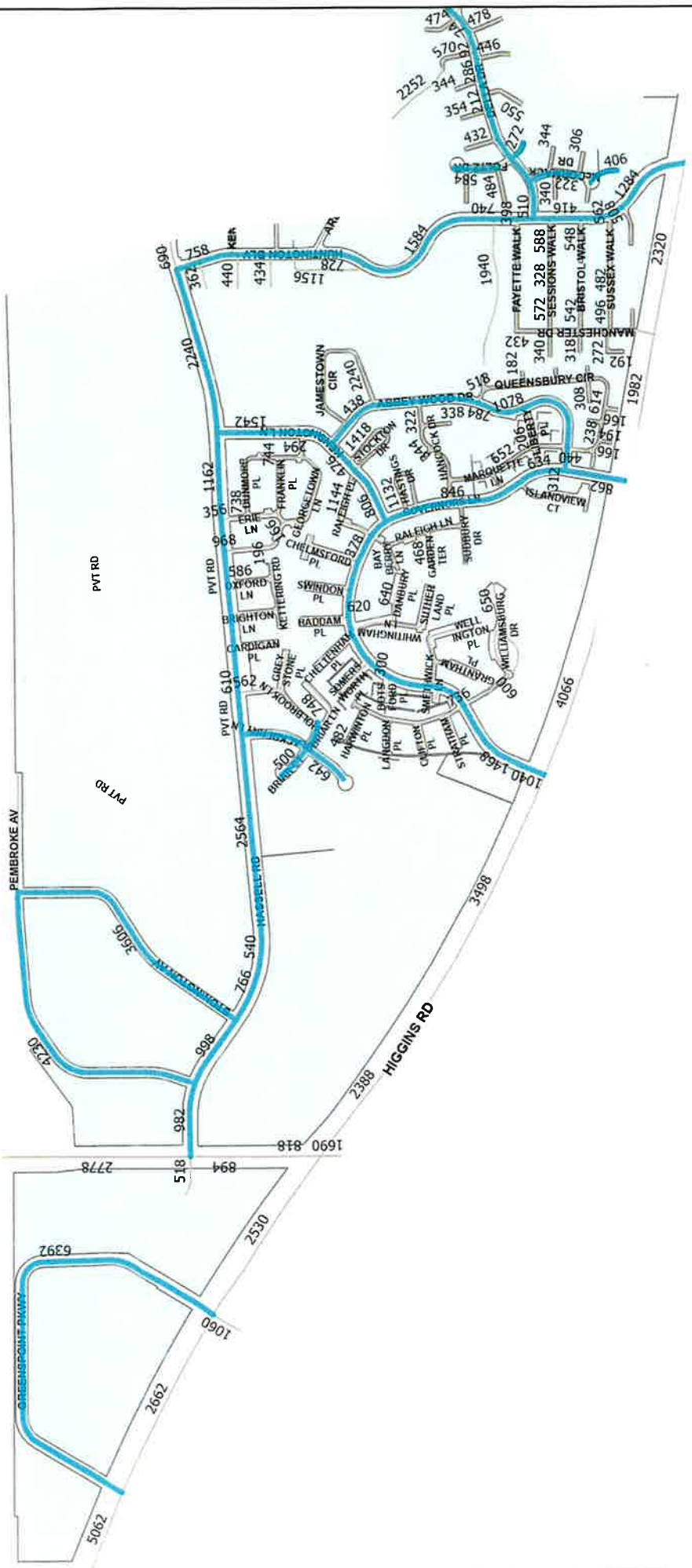


Date _____
 Cubic Yards Dumped _____
 Water Used _____
 Driver Name _____

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

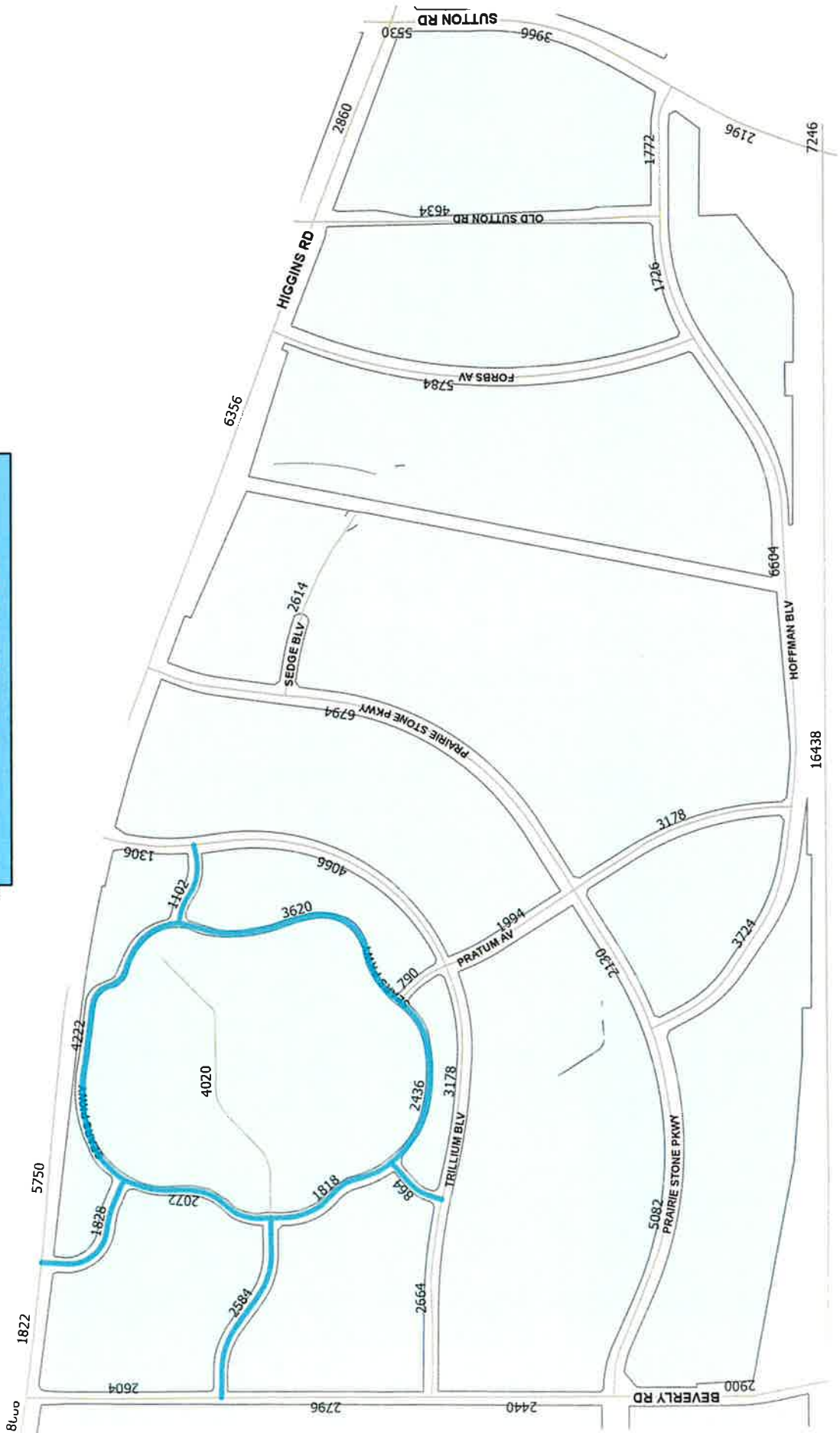


West Sweeping Map Area 1

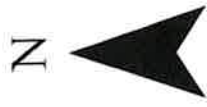


Date _____
Cubic Yards Dumped _____
Water Used _____
Driver Name _____

Note: DO NOT SWEEP blue highlighted streets
Total Mileage = 24.88

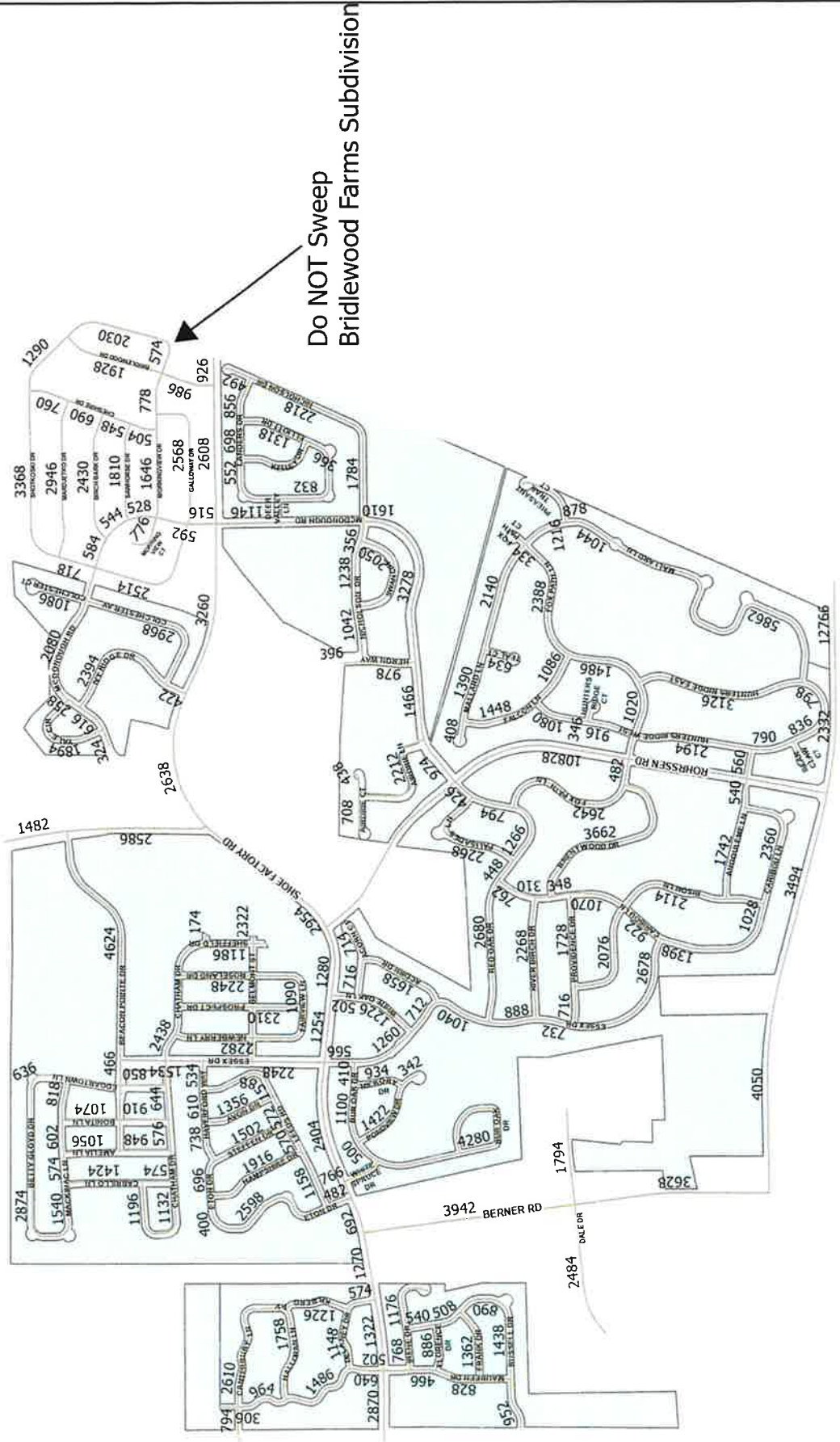


West Sweeping Map Area 2



Total Mileage = 29.69

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



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	Unit Price	Total
LIST OF SERVICES PROVIDED	AMOUNT (CURB MILES)	PRICE/MILE	TOTAL	PRICE	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:	\$ -	Bid Total:	\$ -
2027 Service Year	Estimated Quantity	Unit Price	Total	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:	\$ -	Bid Total:	\$ -
2028 Service Year	Estimated Quantity	Unit Price	Total	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:	\$ -

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

Village Board of Trustees
May 4, 2026
ITEM 5H

- 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 - Village Board
-

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

Table with 5 columns: VOTE, AYE, NAY, ABSENT, ABSTAIN. Rows for Trustee Karen V. Mills, Trustee Anna Newell, Trustee Gary J. Pilafas, Trustee Gary G. Stanton, Trustee Karen Arnet, Trustee Patrick Kinnane, and 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,

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

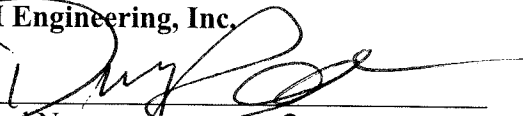
This Agreement constitutes the entire agreement and understanding of the parties with regard to the subject matter contained herein and supersedes all prior agreements and understandings between the parties dealing with such subject matter, whether written or oral. No agreement hereafter made between 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: Drew Prinz
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

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

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

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

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

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

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

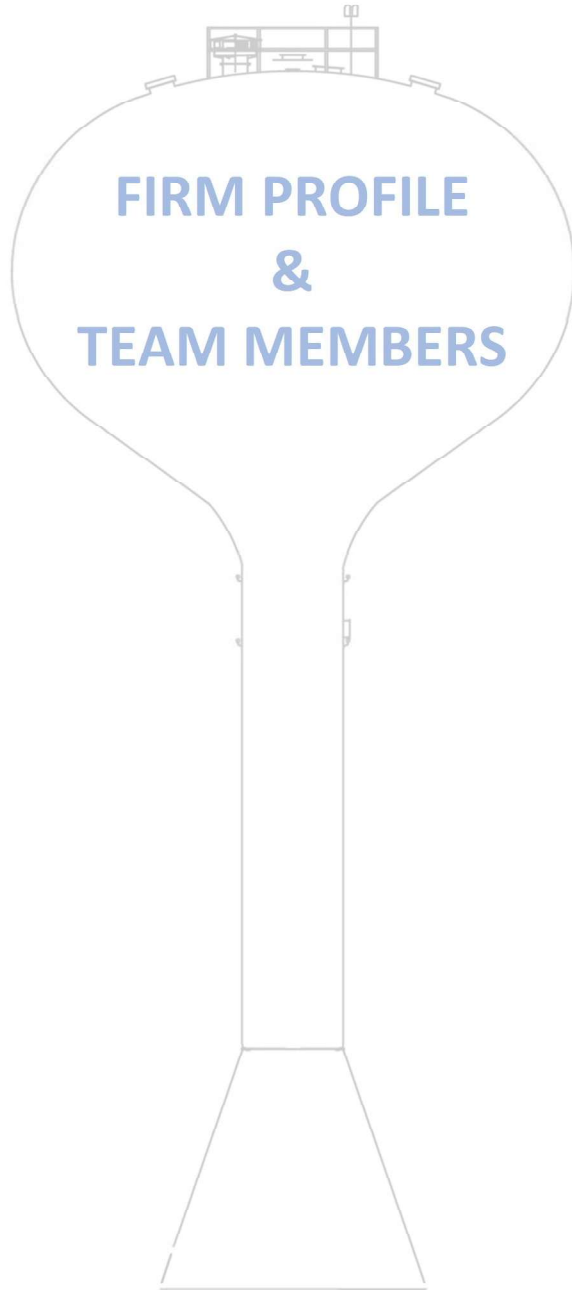
Tolono, IL
650,000 Gallon GSR
Owner/Client: City of Tolono, IL
Contact: Ron Ragel 217-552-7040

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

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

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

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:



Manager-In-Charge
Rodney Ellis



Project Manager
Ben Feldman, P.E.



Project Supervisor
Scott Kriese



Inspector
Mario Fort

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

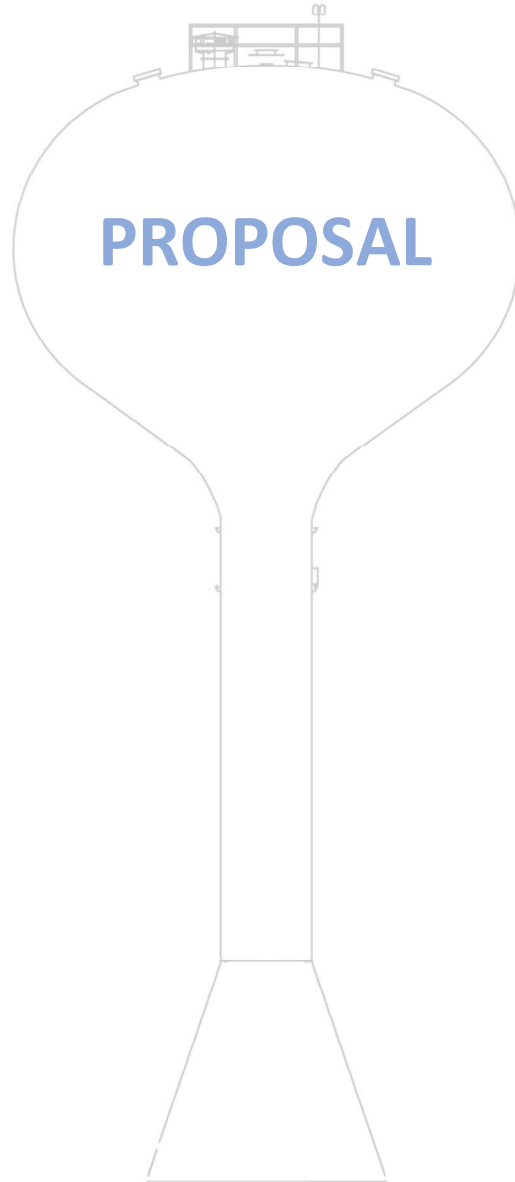
New Construction of .3MG Single Pedestal

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.

Hoffman Estates, IL– .4MG Single Ped Reconditioning, KLM

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.

Hoffman Estates, IL– .4MG Single Ped Reconditioning, KLM

- ◆ **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

Signature

Name

James Creed

Title

Great Lakes Regional Manager

Date

February 12, 2026

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

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
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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 lightning;
- 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.



Office of the Mayor
PROCLAMATION

WHEREAS, the Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world; and

WHEREAS, the Office of the Municipal Clerk is the oldest among public servants; and

WHEREAS, the Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels; and

WHEREAS, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, the Municipal Clerk serves as the information center on functions of local government and community; and

WHEREAS, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, province, county and international professional organizations; and

WHEREAS, it is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk on this 55th Anniversary of Municipal Clerks Week.

BE IT THEREFORE RESOLVED THAT I, William D. McLeod, acting under and by virtue of the authority vested in me by the Constitution of the State of Illinois and Laws of this Village of Hoffman Estates, do hereby proclaim **May 3rd through May 9th, 2026**, as

MUNICIPAL CLERKS WEEK

in the Village of Hoffman Estates and urge all residents and businesses to further extend appreciation to our Municipal Clerk, Patty Richter and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the great seal of the Village of Hoffman Estates at my office on this **4th day of May 2026**.

William D. McLeod, Mayor



Office of the Mayor
PROCLAMATION

WHEREAS, Americans are served every single day by public servants at the federal, state, county and city levels. These unsung heroes do the work that keeps our nation working; and

WHEREAS, public employees take not only jobs but oaths; and

WHEREAS, many public servants, including military personnel, police officers, firefighters, border patrol officers, embassy employees, health care professionals and others, risk their lives each day in service to the people of the United States and around the world; and

WHEREAS, public servants include teachers, doctors and scientists, train conductors and astronauts, nurses and safety inspectors, laborers, computer technicians and social workers, and countless other occupations. Day in and day out they provide the diverse services demanded by the American people of their government with efficiency and integrity; and

WHEREAS, without these public servants at every level, continuity would be impossible in a democracy that regularly changes its leaders and elected officials.

BE IT THEREFORE RESOLVED THAT I, William D. McLeod, acting under and by virtue of the authority vested in me by the Constitution of the State of Illinois and Laws of this Village of Hoffman Estates, hereby proclaim **May 3rd through 9th 2026** as:

Public Services Recognition Week

In the Village of Hoffman Estates and hereby urge all citizens to recognize the accomplishments and contributions of government employees at all levels — federal, state, county and city.

IN WITNESS THEREOF, I have hereunto set my hand and affixed the great seal of the Village of Hoffman Estates on my office on this **4th day of May 2026**.

William D. McLeod, Mayor



Office of the Mayor
PROCLAMATION

WHEREAS, Jewish immigrants to American, ever since their first arrival to our shores in the 16th Century, have played a central role in the creation, growth, freedom, prosperity, and strength of the United States of America; and

WHEREAS, the biblical and contemporary history of the Jewish people and the enduring values of the Jewish faith were vital sources of inspiration for the founding of the United States, the Civil Rights movement, America's global leadership in the cause of freedom, American's commitment to social justice, and many of our Country's most central tenets; and

WHEREAS, through core Jewish beliefs such as the creation of man in the image of God, the infinite value of every human life, the need for a weekly Sabbath, and the importance of education in the lives of children, the Jewish community has helped define America's character and values; and

WHEREAS, Jewish citizens of Hoffman Estates, IL played a central role in protecting our country and community including by serving in the Armed Forces of the United States and the Illinois National Guard; and

WHEREAS, following the rebirth of Zionism and the miraculous return of the Jewish people to the Jewish homeland, the United States was the first country in the world to recognize the State of Israel in 1948, and over the years, has developed a deep friendship and unbreakable alliance with the State of Israel based on shared valued and mutual interests; and

WHEREAS, The State of Israel is now celebrating the 78th Anniversary of its modern founding and its emergence over the last few decades as a beacon of freedom and prosperity and a world leaders in technology, agriculture, water conservation, medicine, and all manner of innovation; and

WHEREAS, for 45 years, every President of the United States has declared a period of time for celebrating the contributions to the United States of the Jewish community's history, heritage, and culture and since 2006, the month of May has been Presidentially declared to be Jewish American Heritage Month, pursuant to a bipartisan resolution of congress.

BE IT THEREFORE RESOLVED THAT I, William D. McLeod, acting under and by virtue of the authority vested in me by the Constitution of the State of Illinois and Laws of this Village of Hoffman Estates, do hereby proclaim the **May 2026** as

JEWISH AMERICAN HERITAGE MONTH

in the Village of Hoffman Estates and urge all residents to commemorate this occasion by appropriately celebrating the contributions of the Jewish community's history, heritage and culture to our County and Hoffman Estates, IL.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the great seal of the Village of Hoffman Estates at my office on this **4th day of May 2026**.

William D. McLeod, Mayor



AGENDA
Transportation & Road Improvement Committee
Regular Meeting
Village Hall
1900 Hassell Road, Hoffman Estates, IL 60169

May 11, 2026 **Council Chambers** **7:00 PM**

1. **CALL TO ORDER/ROLL CALL**

2. **APPROVAL OF MINUTES**
 - A. Transportation & Road Improvement Committee 04-13-2026

3. **PUBLIC COMMENT**

4. **OLD BUSINESS**

5. **NEW BUSINESS**

6. **REPORTS**
 - A. Transportation Division Monthly Report

7. **PRESIDENT'S REPORT**

8. **ITEMS IN REVIEW**

9. **OTHER**

10. **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.



AGENDA
Planning, Building & Zoning Committee
Regular Meeting
Village Hall
1900 Hassell Road, Hoffman Estates, IL 60169

May 11, 2026 **Council Chambers** **7:00 PM**

1. **CALL TO ORDER/ROLL CALL**

2. **APPROVAL OF MINUTES**
 - A. Planning, Building & Zoning Committee 04-13-2026

3. **PUBLIC COMMENT**

4. **OLD BUSINESS**

5. **NEW BUSINESS**
 - A. Approval of an Ordinance supporting a Cook County Class 6B Classification for property tax assessment purposes for NSK-America Corporation to be located at 2600 Forbs Avenue

6. **REPORTS**
 - A. Planning Division Monthly Report
 - B. Code Enforcement Division Monthly Report
 - C. Economic Development and Tourism Monthly Report

7. **PRESIDENT'S REPORT**

8. **ITEMS IN REVIEW**

9. **OTHER**

10. **ADJOURNMENT**

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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.

DRAFT



AGENDA
General Administration & Personnel Committee
Regular Meeting
Village Hall
1900 Hassell Road, Hoffman Estates, IL 60169

May 11, 2026 **Council Chambers** **7:00 PM**

1. **CALL TO ORDER/ROLL CALL**

2. **APPROVAL OF MINUTES**
 - A. General Administration & Personnel Committee 04-13-2026

3. **PUBLIC COMMENT**

4. **OLD BUSINESS**

5. **NEW BUSINESS**

6. **REPORTS**
 - A. Cable TV Monthly Report
 - B. Human Resources Management Monthly Report
 - C. Legislative Operations & Outreach Monthly Report

7. **PRESIDENT'S REPORT**

8. **ITEMS IN REVIEW**

9. **OTHER**

10. **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.

DRAFT



AGENDA ITEM REPORT

Village Board of Trustees

May 4, 2026

ITEM 7A

REQUEST: Approval of an Ordinance Amending Section 8-3-22, Number of Licenses, Of Article 3, Alcoholic Liquors, of The Hoffman Estates Municipal Code.

FROM: Patty Richter, Village Clerk

ITEM TYPE: Ordinance - Village Board

REQUEST SUMMARY

Decrease by 2 Class LC - late closes dropped

Increase by 1 Class A for Layla's

Hoffman Estates Wing Company, LLC will replace Blazin Wings Inc. (Change of ownership)

FINANCIAL IMPACT

RECOMMENDATION

ATTACHMENTS

1. 8-3-22 (05-04-26)

VILLAGE OF HOFFMAN ESTATES

AN ORDINANCE AMENDING SECTION 8-3-22,
NUMBER OF LICENSES, OF ARTICLE 3, ALCOHOLIC LIQUORS,
OF THE HOFFMAN ESTATES MUNICIPAL CODE

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

Section 1: That Section 8-3-22, NUMBER OF LICENSES, of the Hoffman Estates Municipal Code be and the same is hereby amended to read as follows:

The number of licenses issued to persons for the sale of alcoholic liquors by the Village of Hoffman Estates shall be limited to sixty seven (67) Class "A" licenses, two (2) Class "AA" licenses, three (3) Class "AC" license, thirteen (13) Class "B" licenses, unlimited Class "C" licenses, three (3) Class "D" licenses, two (2) Class "DD" licenses, one (1) Class "DJ" license, zero (0) Class "F" licenses, one (1) Class "G" license, unlimited Class "H" licenses, zero (0) Class "I" licenses, thirteen (13) Class "LC" licenses, eleven (11) Class "J" licenses, and zero (0) Class "P" license.

Section 2: That any person, firm or corporation violating any of the provisions of this Ordinance shall be subject to a fine of not less than Ten Dollars (\$10.00) nor more than Five Hundred Dollars (\$500.00) for each offense, and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

Section 3: That the Village Clerk is hereby authorized to publish this Ordinance in pamphlet form.

Section 4: That this Ordinance shall be in full force and effect immediately from and after its passage and approval.

PASSED 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

Published in pamphlet form this _____ day of _____, 2026.