AGENDA

Public Works & Utilities Committee

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

November 25, 2024	Council Chambers	Immediately Following Finance Committee

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

2. **APPROVAL OF MINUTES**

   A. Public Works & Utilities Committee 10-28-2024 Draft Minutes

3. **PUBLIC COMMENT**

4. **NEW BUSINESS**

   A. Approval of:

      a. Amendments and extension of existing contract between the Village of Hoffman Estates and Groot Industries, Inc. for Collection of Residential Dwelling Unit Solid Waste; and
      b. Amendments and extension of existing contract between the Village of Hoffman Estates and Groot Industries, Inc. for Collection of Commercial and Institutional Solid Waste; and
      c. Ordinance amending Section 7-9-1, Solid Waste and Recycling, of the Hoffman Estates Municipal Code.

   B. Approval of a Memorandum of Understanding with the Illinois Department of Natural Resources for Spring Creek watershed floodway construction rules

   C. Authorization to award contract to H. Linden & Sons Sewer and Water, Inc. of Plano, IL for the Huntington Boulevard Watermain Replacement Project in an amount not to exceed $1,211,319

   D. Authorization to:
   a. waive formal bidding (due to state joint purchasing master contract); and
   b. purchase up to 4,080 tons of road salt through the 2024/25 State of Illinois joint purchasing contract with Morton Salt Inc., Chicago, IL in an amount not to exceed $276,787.

   E. Authorization to:
   a. waive formal bidding (due to sole source); and
   b. purchase a replacement Flygt submersible pump for the WDA lift station from Xylem Water Solutions USA, Inc., Mokena, IL in an amount not to exceed $84,950.50.

5. **REPORTS**

A. Public Works Department Monthly Report

B. Engineering Division Monthly Report

6. **PRESIDENT'S REPORT**

7. **ITEMS IN REVIEW**

8. **OTHER**

9. **ADJOURNMENT**

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

PUBLIC WORKS AND UTILITIES COMMITTEE MEETING MINUTES

1. **Roll call**

Members in Attendance:	**Anna Newell, Chairperson** **Karen Mills, Vice Chairperson** **Gary Pilafas, Trustee** **Gary Stanton, Trustee** **Pat Kinnane, Trustee** **Karen Arnet, Trustee** **William McLeod, Mayor**
Management Team Members in Attendance:	**Dan O'Malley, Deputy Village Manager** **Jon Pape, Asst. Village Mgr.** **Arthur Janura, Corporation Counsel** **Alan Wenderski, Dir. Engineering** **Jana Dickson, Asst. Corp Counsel** **Alan Wax, Fire Chief** **Kasia Cawley, Police Chief** **John Bending, Deputy Police Chief** **Monica Saavedra, Director of HHS** **Joe Nebel, Director of Public Works** **Rachel Musiala, Finance Director** **Darek Raszka, Director of IT** **Ben Gibbs, NOW Arena** **Ric Signorella, Multimedia Manager**

The Finance Committee meeting was called to order at 7:18 p.m.

2. **Approval of Minutes**

Motion by Trustee Arnet, seconded by Mayor McLeod, to approve the Public Works and Utilities Committee meeting minutes of September 23, 2024. Voice vote taken. All ayes. Motion carried.

3. **Public Comment**

4. **NEW BUSINESS**

A. Ratification of the Village Manager's Authorization of an Emergency Expenditure for the replacement of 2 boilers at Fire Station 24 to Moltree Mechanical, Johnsburg, IL in an amount not to exceed $33,700.

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

Mr. Nebel indicated the boilers were to be replaced in 2025 but with a recent failure they are recommending moving forward with replacement as soon as possible. They are enroute from Pennsylvania and will be installed within two to three weeks.

Motion by Trustee Arnet, seconded by Mayor McLeod, to ratify Village Manager's Authorization of an Emergency Expenditure for the replacement of 2 boilers at Fire Station 24 to Moltree Mechanical, Johnsburg, IL in an amount not to exceed $33,700. Voice vote taken. All ayes. Motion carried.

B. Authorization to approve Change Order #3 for engineering services for Pfizer Lift Station improvements to Ciorba Group, Chicago, IL in an amount not to exceed $5,633.60

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

Mr. Nebel commented on a minor change order for design work done for Pfizer lift station. Expanded scope from what was originally provided one was to research and source an appropriate exhaust fan and the second draw down testing existing pumps and wet well to size and inspect the new pumps.

Motion by Trustee Kinnane, seconded by Trustee Arnet, to approve Change Order #3 for engineering services for Pfizer Lift Station improvements to Ciorba Group, Chicago, IL in an amount not to exceed $5,633.60. Voice vote taken. All ayes. Motion carried.

C. Authorization to approve a Change Order for the concrete restoration program contract with Schroeder & Schroeder Inc., Skokie, IL in an amount not to exceed $23,265.74.

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

Motion by Trustee Kinnane, seconded by Mayor McLeod, to approve Change Order for the concrete restoration program contract with Schroeder & Schroeder Inc., Skokie, IL in an amount not to exceed $23,265.74. Voice vote taken. All ayes. Motion carried.

D. Authorization to award contract to Insituform Technologies USA, LLC of Chesterfield, MO for the Barrington Square Town Center Sanitary Sewer Rehabilitation Project in an amount not to exceed $175,850.

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

Mr. Wenderski provided comment about the project including trenchless rehab of some public sanitary sewer under Barrington Town Center. This method will give an extra 50 years of service life.

Trustee Stanton inquired when the work would begin. Mr. Wenderski indicated the Village has given the company until August to complete the work.

Motion by Trustee Pilafas, seconded by Trustee Mills, to award contract to Insituform Technologies USA, LLC of Chesterfield, MO for the Barrington Square Town Center Sanitary Sewer Rehabilitation Project in an amount not to exceed $175,850. Voice vote taken. All ayes. Motion carried.

E. Authorization to award contract to Hoerr Construction, Inc. of Goodfield, IL for the 2024 Storm Sewer Rehabilitation Project in an amount not to exceed $1,298,006.

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

Mr. Nebel provided background on the project. Trustee Stanton inquired about the start time of the project. Mr. Nebel indicated the company has until the end of June to complete the project. It could start as early as the beginning of the year to the end of spring.

Motion by Trustee Pilafas, seconded by Trustee Mills, to award contract to Hoerr Construction, Inc. of Goodfield, IL for the 2024 Storm Sewer Rehabilitation Project in an amount not to exceed $1,298,006. Voice vote taken. All ayes. Motion carried.

F. Authorization to:

a. Waive formal bidding;

b. Purchase one replacement heavy-duty dump truck chassis from JX Truck Center, Wadsworth, IL (via Sourcewell Purchasing Consortium) in an amount not to exceed $152,250; and

c. Grant the Village Manager authority to approve change orders associated with this request, as needed, in a total amount not to exceed $30,000

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

Mr. Nebel commented that this item is scheduled for 2024 budget and will not be received until the end of 2025.

Motion by Trustee Pilafas, seconded by Trustee Stanton, to a.) Waive formal bidding and b.) Purchase one replacement heavy-duty dump truck chassis from JX Truck Center, Wadsworth, IL (via Sourcewell Purchasing Consortium) in an amount not to exceed $152,250; and c.) Grant the Village Manager authority to approve change orders associated with this request, as needed, in a total amount not to exceed $30,000. Voice vote taken. All ayes. Motion carried.

G. Authorization to:

a. waive formal bidding; and

b. purchase two snow plows from Lindco Equipment Sales, Merrillville, IN (via Sourcewell Purchasing Consortium) in an amount not to exceed $64,000

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

Mr. Nebel indicated the lead time is two years. The Village will receive the truck first, well before the plows arrive.

Motion by Trustee Stanton, seconded by Trustee Arnet, to a.) Waive formal bidding and b.) purchase two snowplows from Lindco Equipment Sales, Merrillville, IN (via Sourcewell Purchasing Consortium) in an amount not to exceed $64,000. Voice vote taken. All ayes. Motion carried.

H. Authorization to:

a. waive formal bidding;

b. purchase replacement chassis from Friendly Ford, Roselle, IL (low quote) in an amount not to exceed $348,584; and c. grant the Village Manager authority to approve change orders, as needed, in an amount not to exceed $24,000.

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

Mr. Nebel commented Ford had a closed window but it recently opened. The Village is hoping to take delivery in 2025.

Motion by Trustee Kinnane, seconded by Trustee Arnet, to a.) Waive formal bidding and b.) purchase replacement chassis from Friendly Ford, Roselle, IL (low quote) in an amount not to exceed $348,584; and c. grant the Village Manager authority to approve change orders, as needed, in an amount not to exceed $24,00. Voice vote taken. All ayes. Motion carried.

5. REPORTS

A. Public Works Department Monthly Report.

The Finance Department Monthly Report was received and filed.

B. Engineering Division Monthly Report

The Health & Human Services Monthly Report was received and filed.

6. President's Report –

7. **Other –** Trustee Newell Happy Birthday to Trustee Pilafas.
8. **Items in Review**
9. **Adjournment**

Motion by Trustee Arnet, seconded by Trustee Pilafas, to adjourn the meeting at 7:41 p.m. Voice vote taken. All ayes. Motion carried.

Minutes submitted by:

__________________________________ ______________________________

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

AGENDA ITEM REPORT

Public Works & Utilities Committee
November 25, 2024
ITEM 4A

REQUEST: Approval of:

a. Amendments and extension of existing contract between the Village of Hoffman Estates and Groot Industries, Inc. for Collection of Residential Dwelling Unit Solid Waste; and
b. Amendments and extension of existing contract between the Village of Hoffman Estates and Groot Industries, Inc. for Collection of Commercial and Institutional Solid Waste; and
c. Ordinance amending Section 7-9-1, Solid Waste and Recycling, of the Hoffman Estates Municipal Code.

FROM: Jon Pape, Assistant Village Manager

ITEM TYPE: Contract - Committee

REQUEST SUMMARY

Request approval of amendments and extension of existing contracts between the Village of Hoffman Estates and Groot Industries, Inc. for a) collection of residential dwelling unit solid waste; and b) collection of commercial and institutional solid waste; and c) approval of an ordinance amending Section 7-9-1, Solid Waste and Recycling, of the Hoffman Estates Municipal Code.

In 2003, the Village entered into an agreement with Groot Industries, Inc. for residential solid waste and recycling collection services. Since that time, through contract extensions, the Village has negotiated service enhancements to benefit residents while keeping rates competitive. In 2008, the Village executed a Commercial Solid Waste franchise with Groot to extend refuse and recycling collection services to commercial businesses. Both contracts were most recently extended in 2020 and are set to expire April 30, 2025.

Earlier this year, the Village began negotiations with Groot on successor contracts for residential and commercial solid waste and recycling. Through negotiations, staff and Groot have agreed upon terms of a contract extension for both residential and commercial waste. Attached are proposals from Groot to extend the current solid waste collection contracts consistent with the discussion during the FY 2025 Budget Workshop. The highlights of these proposed contracts are as follows:

Term: The new contracts would take effect on May 1, 2025 and expire April 30, 2031, a six (6) year term. While previous extensions have been five-year terms, the Village proposed a six-year extension through 2031, consistent with the term of the Village's commitment to transfer its refuse waste at the Solid Waste Agency of Northern Cook County (SWANCC) Glenview Transfer Station. At that time, the Village can make an educated decision on both its future waste hauling contract and its agreement with SWANCC with the cost or benefit of each.

Yard Waste: The most significant change to the service for the 2025-2031 term is in yard waste service. Currently, residents have two options for yard waste disposal with Groot; purchase yard waste sticker for $3.15 per sticker and affix them to each yard waste bag for disposal or subscribe for yard waste service on an annual basis for $156 per year.

Under the new proposed program, yard waste would be provided to residents on an included, unlimited basis and billed directly to the Village on a flat, monthly rate. Residents will continue to have the option of placing yard waste at the curb in landscape bags or bundles of brush or limbs as is currently allowed. Additionally, residents may place yard waste at the curb in an additional, landscape-waste-only Groot toter for an additional fee of $1 per month to rent the toter. Finally, resident may use their own rigid plastic container not to exceed 32 gallons in size or 50 pounds in weight.

As an additional benefit of this program, residents who opt to use either a Groot toter or their own rigid plastic container may include organic food scraps in their waste to be composted. This would greatly expand the access to organic composting for the community.

Groot's yard waste pickup service will continue to be April 1 through November 30 of each year. The proposed program would be effective April 1, 2025, one month prior to the start of the contract term in an effort to maintain the same program for residents in 2025. If approved, the Village will begin to plan for a program to offer buy-back of stickers from residents as well as an educational campaign to communicate the relevant changes to service.

Rates: The overall cost to the Village of providing residential waste hauling services is comprised of multiple charges. The first is the residential collection rate, which Groot charges the Village on a per household basis. The collection rate charged by Groot to the Village will increase by 3.5% from the current rate on an annual basis. The next cost is the disposal rate, which is charged to the Village on a per ton basis by SWANCC. Additionally, with the changes to the structure of landscape waste, Groot will now bill the Village directly for landscape pickup services.

As it has in the past, the Village subsidizes the cost of services for Village residents. In order to continue to make the cost of providing these services sustainable and to reduce the Village's subsidy over time, a new residential rate plan is recommended as part of the approval of this extension. Under the new rate structure, residential rates, which now include landscaping services, would increase by 5% each year. Additionally, the senior rate will be increase to reflect a ratio of one-third of that of the standard rate. Based on projections, this rate structure allows the Village to eliminate its subsidy for these services by the end of the term of the contract. The rate structure proposal is included in the proposed ordinance and is as follows:

Resident Rates Charged By Village						
	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
	5/1/2025	5/1/2026	5/1/2027	5/1/2028	5/1/2029	5/1/2030
Curb	$19.95	$20.95	$21.99	$23.09	$24.25	$25.46
Curb, Senior	$6.65	$6.98	$7.22	$7.70	$8.08	$8.49
Curb, w/ 3 Toters	$20.95	$21.95	$22.99	$24.09	$25.25	$26.46

The cost for commercial refuse service, commercial recycling and roll-off rates will be increased by 6% from the current rate in the first year. Rates will then adjust annually on May 1 by 3.5%. Commercial costs are billed directly to customers by Groot for both collection and disposal.

The majority of the provisions in both contracts remain unchanged, except for those items listed above and minor housekeeping items highlighted on the attached contracts. Residents of Hoffman Estates will still receive unlimited curbside solid waste and recycling collection utilizing either bags or toter (cart) service. The collection days and holiday schedule remain unchanged.

There are some revisions necessary to the Solid Waste and Recycling section of the Municipal Code to reflect the new contracts. These revisions are highlighted in the draft ordinance attached.

FINANCIAL IMPACT

During the 2020 contract extension approval process, it was forecasted that while the rate charged to residents had been held for over twenty years, an increase to that fee would likely be needed as part of the 2025 process. As is the case, the Solid Waste Fund balance has been depleted due to a lack of revenue sources that used to include rebates for recycled materials and continued expense of the funds to subsidize the residential rate. The proposed increases to the Village's residential rate is proposed to smooth the impact to residents while ensuring that the gap is closed by the conclusion of the contract term. In order to accomplish this, the General Fund will need to continue to subsidize the residential rate at a decreasing amount through 2030. The total value of the subsidy over the term of the contract is projected at approximately $1.3 million.

RECOMMENDATION

Based on the benefits to residential and commercial customers by amending and extending the residential and commercial contracts for solid waste, recycling, and yard waste services pursuant to the attached agreements with Groot Industries, Inc., staff recommends approval of both contracts effective May 1, 2025 through April 30, 2031, and approval of an ordinance amending Section 7-9-1, Solid Waste and Recycling of the Hoffman Estates Municipal Code.

ATTACHMENTS

1. Groot Residential First Amendment

2. Groot Commercial Franchise First Amendment
3. Ordinance Amending 7-9-1-Garbage & Recycling

EXTENSION AND AMENDMENT TO EXISTING CONTRACT BETWEEN THE VILLAGE OF HOFFMAN ESTATES AND GROOT RECYCLING & WASTE SERVICES, INC. FOR COLLECTION OF RESIDENTIAL DWELLING UNITS SOLID WASTE

This Extension and Amendments ("Extension and Amendments") to the existing contract ("Contract") dated May 1, 2020, by and between the Village of Hoffman Estates, Illinois, hereinafter referred to as the "Village" and Groot Recycling & Waste Services, Inc., hereafter referred to as "Groot", are being made and entered into as of the ________ day of _______________, 2024.

WITNESSETH:

WHEREAS, the Village, in order to protect the public health and welfare of its residents, has previously deemed it necessary to collect, and process or dispose of SWANCC Waste and non-SWANCC Waste from residential dwelling units and Village owned facilities as defined herein as a Municipal Service; and

WHEREAS, the Village is authorized, pursuant to the provisions of 65 ILCS 5/11-19-1 to provide for the methods of collection and processing or disposal of municipal waste from residential dwelling units and Village owned facilities, located within its boundaries; and

WHEREAS, the Village previously determined it is in the best interest of its residents to provide municipal waste collection and processing or disposal services for residential dwelling units and Village owned facilities and to impose on such residential dwelling units certain charges for such services as provided by Village ordinance; and

WHEREAS, the Village has previously further determined that it is in the best interests of its residents to contract with a single waste hauler to collect and process or dispose all SWANCC waste at SWANCC's Glenview Transfer Station (the "GTS") or such other SWANCC or non-SWANCC facility; and

WHEREAS, the Village is authorized to and did previously grant to Groot an exclusive contract for collection and disposal of garbage and refuse within the Village pursuant to the provision of 65 ILCS5/11-19-5; and

WHEREAS, the Village and Groot Industries, Inc. (now, "Groot", as defined herein) previously entered into a contract for collection and processing or disposal of all SWANCC waste at the GTS or such other SWANCC or non-SWANCC facility as mutually agreed for the period September 1, 2008 through April 30, 2015, which contract was modified effective March 1, 2012, and amended for the period May 1, 2015 through April 30, 2020, which contract was modified effective May 1, 2020; and

WHEREAS, Groot pursuant to the terms of this Extension and Amendment and on behalf of the Village, has been and remains willing to continue to collect and process or dispose of all SWANCC waste at the GTS or such other SWANCC or non-SWANCC facility; and

NOW THEREFORE, the following numbered sections of the Contract are amended and restated in the matter set forth herein:

SECTION 1 – DURATION OF AMENDMENTS TO EXISTING CONTRACT

1.1 DURATION OF AMENDMENT TO THE EXISTING CONTRACT shall be deleted in its entirety and replaced with:

"The term of this Extension and Amendment shall commence on May 1, 2025 and end April 30, 2031 unless otherwise extended. If the Village so requests, the parties may negotiate and enter into a contract extension on such terms as they may mutually agree."

SECTION IV – GENERAL REQUIREMENTS

4.4 RECORDS shall be deleted in its entirety and replaced with:

"Groot shall maintain its books and records related to the performance of this Contract and prior agreements with the Village including, but not limited to, its contract for the period May 1, 2020 through April 30, 2025.

Any non-confidential records or documents to be maintained pursuant to this Contract shall be made available to a Village representative for inspection or audit, at any time, during regular business hours, upon written request by a Village representative. The records shall be available to Village representatives at Groot's address indicated herein above in Section 4.3 of this Contract for receipt of notices."

4.23 BILLING SERVICES

"The Village shall have the sole responsibility for billing and collecting for all solid waste services to residential dwelling units and village owned facilities, except that Groot shall have sole responsibility for billing and collection of all special pick-ups, electronic waste pick up meeting size restrictions as specified in Section VI, and dumpsters for annual clean-up programs."

SECTION VIII – LANDSCAPE WASTE COLLECTION AND DISPOSAL

8.1 LANDSCAPE WASTE COLLECTION DATES shall be deleted in its entirety and replaced with:

"Landscape Waste shall be collected from April 1 through November 30 of each year. Christmas trees shall be collected by Groot from January 1 through January 15 of each year on regular collection days. Landscape Waste stickers will not be required for Christmas tree collection."

8.2 LANDSCAPE WASTE SUBSCRIPTION: Section shall be deleted in its entirety as the cost for the collection of Landscape Waste will be covered and accounted for under a revised Section 8.2 and charges outlined under Section 9.1.

8.2 LANDSCAPE WASTE STICKERS shall be re-numbered 8.2 and all successive numbering shall be updated; the previous 8.3 shall be deleted in its entirety and replaced with:

"Groot shall collect all properly prepared Landscape Waste that has been placed in Kraft paper Landscape Waste bags, or a rigid plastic container not to exceed 32 gallons in size, provided that a single bag or container shall not exceed a weight of 50 pounds. Effective April 1, 2025, preceding the effective date of this contract term, collection of Landscape Waste will no longer require the use of Landscape Waste stickers as the cost shall be billed directly to the Village on a monthly basis as outlined under Section 9.1. Groot shall not be required to collect bags or containers that exceed the weight limit, contain items other than Landscape Waste, or that are not accepted at the compost site used by Groot. Groot shall not be financially responsible for damage to personal containers.

Groot shall collect all bundles of brush or limbs providing the bundles to not exceed a weight of 50 pounds per bundle, are not more than five feet (5') long, are not more than 24 inches in diameter, do not container limbs greater than three inches (3") in diameter, and are tied with a material that is accepted at the compost site used by Groot. Landscape Waste stickers will not be required for bundles of brush or limbs. Christmas trees may exceed five feet (5') in length.

Logs six inches (6") or greater in diameter are defined as "Refuse" and shall be collected by Groot along with Refuse, providing individual logs do not exceed 50 pounds in weight. Stickers are not required for such logs. Groot shall not be required to collect any more than one cubic yard of such logs from each residence on any single refuse collection day.

All Landscape Waste collected in accordance with the terms hereof shall become the property of Groot as soon as it is picked up or otherwise place in Groot's vehicle. Groot shall have a contractual obligation hereunder to see that all Landscape Waste collected is properly composted and marketed, or applied to farmland."

SECTION IX – <u>CHARGES AND RATES</u>

9.1 CHARGES AND RATES shall be deleted in its entirety and replaced with:

"Effective May 1, 2025, the Village shall pay Groot the following fees for refuse, recycling and Landscape Waste collection:

Refuse and Recycling Collection	
Regular Household – Flat Fee	$14.32 per unit, per month
Senior/Hardship – Bag or Cart – Flat Fee	$10.82 per unit, per month
Back Door Refuse Collection	$33.42 per unit, per month
Senior/Hardship Back Door Collection	$27.58 per unit, per month
Back Door with Refuse Cart	$34.61 per unit, per month
Senior Back Door with Refuse Cart	$27.58 per unit, per month

Refuse Toter Option	$1.00 per unit, per month
Yard Waste / Landscape Waste Collection	
Yard Waste / Landscape Waste Collection	$29,000.00/monthly (January – December, effective April 1, 2025)

Groot will invoice the Village for such refuse and recycling collection services and for toter rental fees monthly and the Village shall pay such invoices within sixty (60) days of receipt of such invoice. The above pricing matrix reflects current rates for collection only and such rates shall adjust annually, beginning May 1, 2026, as set forth in Section 9.2."

Groot will invoice the Village monthly for such Landscape Waste collection services and the Village shall pay such invoices within sixty (60) days of receipt of such invoice. The above pricing matrix reflects current rates for collection only and such rates shall adjust annually, beginning May 1, 2026 as set forth in Section 9.2.

Groot and the Village hereby acknowledge and agree that effective May 1, 2025 the minimum total amount of residential dwelling units to be billed for refuse and recycling collection shall be 14,500. The residential dwelling units requiring refuse and recycling collection services shall be reported by the Village to Groot semi-annually.

Groot agrees that, for purposes of determining the Village's fees hereunder, such number of residential dwelling units shall be increased according to the following schedule as additional new residential dwelling units are occupied:

Total Residential Units	Billed Units
14,774 or less	14,500
14,775 – 14,824	14,550
14,825 – 14,874	14,600
14,875 – 14,924	14,650
Each 50 unit incremental increased thereafter	Increase by 50 new units

Notwithstanding the foregoing or anything else to the contrary, at no time shall the number of residential dwelling units used to calculate Groot's monthly fee hereunder be less than 14,500. Households requesting a vacation or vacant status shall have no bearing on determining current or future billed unit counts pursuant to the unit schedule set forth in this section.

Unless otherwise agreed, the Village reserves the right to raise or lower the residents' costs at its discretion, and shall pay to Groot the fee to which the Contractor is entitled, irrespective of the changes to residents' costs."

9.2 COLLECTION RATES shall be deleted in its entirety and replaced with:

"Collection rates including, without limitation, the rates in the matrix set forth in Section 9.1 will remain fixed until April 30, 2026. On May 1, 2026 and each May thereafter, all such collection rates will increase annually at a fixed rate of 3.5%."

All other terms and provisions of the Contract are hereby confirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Solid Waste Contract to be executed by their duly authorized representatives, all on the day and year first above written.

GROOT RECYCLING & WASTE SERVICES, INC.	VILLAGE OF HOFFMAN ESTATES
______________________________	______________________________
Kiel Pennington, Division Vice President	William D. McLeod, Village President
ATTEST:	ATTEST:
______________________________	______________________________
Josh Molnar, Municipal Manager	Patty Richter, Village Clerk

FIRST EXTENSION AND AMENDEMENT TO THE CONTRACT BETWEEN THE VILLAGE OF HOFFMAN ESTATES AND GROOT RECYCLING & WASTE SERVICES, INC.

This First Amendment to the Contract Between the Village of Hoffman Estate and Groot Industries, Inc. for the Collection of Commercial and Institutional Solid Waste (the "First Amendment") is made as of this __________ day of _____________, 2024, by and between the Village of Hoffman Estates (the "Municipality") and Groot Recycling & Waste Services, Inc. (the "Contractor).

WHEREAS, on May 1, 2020 the Municipality and Groot Industries, Inc. (now Groot Recycling & Waste Services, Inc., the "Contractor" as used herein) entered into an exclusive Contract for the Collection of Commercial and Institutional Solid Waste (the "Contract"); and

WHEREAS, the Municipality and the Contractor now desire to enter into this First Amendment which is, among other things, extending the existing Contract effective May 1, 2025 and terminating April 30, 2031.

NOW, THEREFORE, it is mutually understood and agreed by and between the Municipality and the Contractor as follows:

1. **Section 3.1 Term of Solid Waste Contract** is hereby deleted and replaced with the following provision:

> "The term of this Solid Waste Contract shall commence on May 1, 2025 and end on April 30, 2031. If the Municipality requests, the parties may negotiate and enter into a contract extension on such terms as they may mutually agree."

2. **Section 5.1 (b) Commercial Service** is hereby deleted and replaced with the following provision:

> "Commencing May 1, 2025, the rates that will be in effect are those specified in the attached Exhibit B."

3. **Section 5.1 (c) Commercial Service** is hereby deleted and replaced with the following provision:

> "Rates identified in Exhibit B will remain fixed until April 30, 2026. Thereafter, all such collection rates will receive a fixed increase of 3.5% on May 1, 2026 and each May 1st thereafter during the term of the Contract."

4. **Exhibit B** of the Contract is hereby deleted and replaced with the Exhibit B attached hereto and incorporated herein.

5. All other terms and provisions of the Contract are hereby confirmed and remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed by their duly authorized representatives, all on the day and year first above written.

GROOT RECYCLING & WASTE SERVICES, INC.	VILLAGE OF HOFFMAN ESTATES
______________________________________	______________________________________
Kiel Pennington, Division Vice President	William D. McLeod, Village President
ATTEST:	ATTEST:
______________________________________	______________________________________
Josh Molnar, Municipal Manager	Patty Richter, Village Clerk

EXHIBIT B

Hoffman Estates
SOLID WASTE HAULING & DISPOSAL SERVICES
Refuse Container Rates Effective May 1, 2025**

Container Size — **Frequency of Service**

Container Size	1 x Wk	2 x Wk	3 x Wk	4 x Wk	5 x Wk	6 x Wk
65 gallon carts	$25.36					
95 gallon carts	$33.96	$67.94	$76.26			
1 cubic yard	$57.55	$100.68	$143.76	$241.72		
1.5 cubic yards	$67.99	$117.91	$186.57	$275.94	$340.42	$405.07
2 cubic yards	$82.11	$141.17	$202.70	$329.13	$405.93	$482.35
4 cubic yards	$129.04	$224.89	$320.35	$428.89	$511.57	$607.18
6 cubic yards	$215.92	$374.61	$534.38	$694.33	$854.28	$1,014.21
8 cubic yards	$263.28	$457.89	$653.44	$848.96	$1,044.55	$1,240.06
10 cubic yards	$313.78	$548.23	$782.61	$1,017.00	$1,251.36	$1,485.78

Temporary & Permanent Roll-off (Rate includes Franchise fee)

10 yard roll-off residential only	$354.62	per haul	*2 Ton Cap
10 yard roll off	$460.77	per haul	*2 Ton Cap
15 yard roll-off	$485.58	per haul	*2.5 Ton Cap
20 yard roll off	$503.27	per haul	*3 Ton Cap
30 yard roll off	$591.45	per haul	*4 Ton Cap

Trash Compactor - Collection Only

20 yard compaction equipment	$567.95	per haul 3 ton Cap*
30 yard compaction equipment	$651.24	per haul 4 ton Cap*
40 yard compaction equipment	$711.83	per haul 5 ton Cap*

* Roll off dumpsters exceeding weight cap will be invoiced **$69.26/ton**

** Annual increase 3.5% fixed rate.

EXHIBIT B

Hoffman Estates
Commercial Recycling Services
Recycling Container Rates Effective May 1, 2025**

Frequency of Service

Container Size	**1 x Wk**	**2 x Wk**	**3 x Wk**	**4 x Wk**	**5 x Wk**
95 gallon carts	**Free**	$29.13	$58.27	$87.41	$116.55
1 cubic yard	$47.38	$94.72	$142.07	$189.42	$236.80
1.5 cubic yards	$51.79	$103.55	$155.33	$207.12	$258.88
2 cubic yards	$60.06	$120.10	$180.15	$240.19	$300.25
4 cubic yards	$115.75	$231.54	$347.33	$463.08	$578.88
6 cubic yards	$139.84	$279.66	$419.48	$559.33	$699.14
8 cubic yards	$165.73	$331.53	$497.28	$663.02	$828.77
10 cubic yards	$189.26	$378.55	$567.80	$757.08	$946.33

**Annual increase 3.5% fixed rate.

ORDINANCE NO. ________________ - 2024

VILLAGE OF HOFFMAN ESTATES

AN ORDINANCE AMENDING SECTION 7-9-1,
SOLID WASTE AND RECYCLING,
OF THE HOFFMAN ESTATES MUNICIPAL CODE

WHEREAS, the Village of Hoffman Estates, in order to protect the public health and welfare of its residents, has deemed it necessary to collect, and process or dispose of SWANCC Waste and non-SWANCC Waste from residential dwelling units and Village owned facilities as defined herein as a Municipal Service; and

WHEREAS, the Village is authorized, pursuant to the provisions of 65 ILCS 5/11-19-1 to provide for the methods of collection and processing or disposal of municipal waste from residential dwelling units and Village owned facilities, located within its boundaries; and

WHEREAS, the Village has determined that it is in the best interests of its residents to contract with a single waste hauler to collect and process or dispose all SWANCC waste at SWANCC's Glenview Transfer Station (the "GTS") or such other SWANCC or non-SWANCC facility; and

WHEREAS, the Village is authorized to and has granted to Groot an exclusive contract for collection and disposal of garbage and refuse within the Village pursuant to the provision of 65 ILCS5/11-19-5; and

WHEREAS, as part of the updated residential yardwaste collection services, the Village Code must be amended to remove references to yard waste collection stickers: and

WHEREAS, the Village shall impose certain charges for waste collection, hauling and disposal services for residential units and set such charges by Village ordinance.

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

Section 1: That sub-section B-20 of Section 7-9-1, Solid Waste and Recycling, of Chapter 7, OFFENSES AND PUNISHMENT, of the Hoffman Estates Municipal Code be and is hereby deleted as follows:

Section 7-9-1. SOLID WASTE AND RECYCLING

B. *Definitions*. For purposes of this Article, the following words and phrases shall have the meanings ascribed to them:

~~20. *Yardwaste subscriber* shall mean a resident who has subscribed for *yardwaste* collection service from the Village's contracted refuse collector.~~

Section 2: That sub-section C-3-d of Section 7-9-1, Solid Waste and Recycling, of Chapter 7, OFFENSES AND PUNISHMENT, of the Hoffman Estates Municipal Code be and is hereby amended to read as follows:

Section 7-9-1. SOLID WASTE AND RECYCLING

C. *Residential Dwelling Units; Requirements*.

3. Storage and Preparation of Refuse, Yardwaste, Recyclables and Debris.

d. *Preparation of Yardwaste for Collection.* It shall be unlawful for any person within the Village to deposit or place for collection any yardwaste at the curbside, unless the same be properly prepared as follows:

1) Yardwaste shall be placed in the bags approved by the Village as defined in Subsection C-2-b above. Items of yardwaste that do not fit within the required bag may be placed in bundles not exceeding four feet in length and two feet in diameter and weighing not more than 50 pounds. Such items of yardwaste shall be securely tied with a biodegradable natural fiber cord, twine or string. Branches that exceed three inches in diameter shall not be placed in bags or bundles. The contents of bags shall not exceed the rim. Bags shall be rolled closed and shall not be sealed with staples or tape of any kind.

2) Yardwaste shall not be commingled with any other refuse or recyclable materials as defined.

3) One (1) Groot Toter or a rigid plastic container not to exceed 32 gallons and weigh no more than 50 pounds may be used for yardwaste.

Section 3: That sub-sections C-4-b and C-5-d of Section 7-9-1, Solid Waste and Recycling, of Chapter 7, OFFENSES AND PUNISHMENT, of the Hoffman Estates Municipal Code be and is hereby amended to read as follows:

C. *Residential Dwelling Units; Requirements*.

4. Collection of Refuse, Yardwaste, Recyclables, Debris and White Goods from Residential Dwelling Units.

a. *Collection of refuse and debris.* Each approved container, or bundle, or single item, as specified in Subsection C-2, should be set out for collection at curbside.

~~b. *Collection of yardwaste.* Each approved bag or bundle, as specified in Subsection C-2, set out for collection at curbside shall have one designated required valid pre-paid yardwaste sticker, exclusively supplied by the duly authorized collection service, securely and visibly affixed thereto, or be on the property of and be the yardwaste of such property of a Yardwaste Subscriber.~~

b. *Collection of large household items.* Each item as defined in Subsection B-5 should be set out for collection at curbside.

c. *Collection of recyclables.* All recyclable materials set out for collection at curbside shall be placed in recycling collection bins or other approved containers directly adjacent to the bins as specified in Subsection C-2-c.

d. *Collection of white goods.* Effective July 1, 1992, it shall be unlawful to place white goods at curbside for collection without having made advance arrangements therefor with the duly authorized collection service.

e. *Collection of electronic waste.* Effective May 1, 2020, up to two acceptable electronic waste items (as defined herein) may be placed at the curb each week so long as the resident contacts the contractor directly at least one business day in advance of their designated service day. Cathode-ray tube (CRT) televisions in excess of 50 pounds will require an additional charge of $50.00 per unit. All flat screen style televisions will be picked up for recycling at zero cost to the resident regardless of weight.

5. Curbside Collection and Interference.

a. *Requirements for Curbside Collection.*

1) All approved receptacles for curbside collection of refuse, yardwaste and recyclables shall be placed in a location easily accessible to the collectors, as close as possible to the driveway and within approximately three feet of the curb or edge of the public right-of-way.

2) It shall be unlawful to allow or cause any container of refuse, yardwaste or debris to stand open or uncovered at any time. Containers shall be securely tied or shut in such a fashion so as to prevent any leaking, blowing, spilling or scattering of contents when placed at curbside for collection.

3) It shall be unlawful to allow or permit any refuse container, yardwaste or recycling collection bin to stand or remain on any parkway, drive or front yard before 6:00 p.m. on the day preceding pickup, or after 10:00 p.m. on the day pickup is made.

b. *Unauthorized Collection or Interference.* It shall be unlawful for any person other than the Village or other authorized persons to disturb, collect or in any manner interfere with refuse, yardwaste, recyclables, debris, white goods or electronic waste placed at curbside and in public places for collection by the duly authorized collection service or to interfere in any manner with any refuse or yardwaste receptacle.

c. *Unlawful Removal of or Damage to Recyclable Materials.* It shall be unlawful for any person other than the Village or other authorized persons to knowingly remove or damage any recyclables placed in or adjacent to recycling collection bins for collection by the duly authorized collection service; or to remove or damage the recycling bins themselves.

~~d. *Unlawful Removal of or Damage to Stickers.* It shall be unlawful to knowingly obtain or exert unauthorized control over a yardwaste sticker, whether by threat, deception, or removal from a container or bundle set out for collection, or to damage same.~~

Section 4: That sub-section G-3-d of Section 7-9-1, Solid Waste and Recycling, of Chapter 7, OFFENSES AND PUNISHMENT, of the Hoffman Estates Municipal Code be and is hereby amended to read as follows:

Section 7-9-1. SOLID WASTE AND RECYCLING

G. *Village Contracted and Licensed Refuse Collector—Residential.*

d. There shall be and there are hereby established billing rates for the collection of residential refuse, in advance of service being performed within the Village of Hoffman Estates:

Resident Rates Charged By Village						
	5.0% 5/1/2025	5.0% 5/1/2026	5.0% 5/1/2027	5.0% 5/1/2028	5.0% 5/1/2029	5.0% 5/1/2030
Curb	$19.95	$20.95	$21.99	$23.09	$24.25	$25.46
Curb, Senior	$6.65	$6.98	$7.22	$7.70	$8.08	$8.49
Curb, w/ 3 Toters	$20.95	$21.95	$22.99	$24.09	$25.25	$26.46

Section 5: The Village Clerk is hereby authorized to publish this ordinance in pamphlet form.

Section 6: This Ordinance shall be in full force and effect immediately from and after its passage and approval.

PASSED THIS ________ day of _________________, 2024

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	_____	_____	_____	_____
Mayor William D. McLeod	_____	_____	_____	_____

APPROVED THIS ______ DAY OF _______________, 2024

____

Village President

ATTEST:

____

Village Clerk

Published in pamphlet form this _______ day of ____________________, 2024.

AGENDA ITEM REPORT
Public Works & Utilities Committee
November 25, 2024
ITEM 4B

REQUEST:	Approval of a Memorandum of Understanding with the Illinois Department of Natural Resources for Spring Creek watershed floodway construction rules
FROM:	Alan Wenderski, Director of Engineering
ITEM TYPE:	Agreement - Committee

REQUEST SUMMARY

The Illinois Department of Natural Resources (IDNR) regulates floodway construction in northeastern Illinois and requires that floodway is defined to preserve both storage and conveyance. Within Chapter 10 - Subdivision Code, Article 8 Flood Hazard Areas (Section 10-8-1), the Village requires floodplain storage lost due to construction to be compensated at a ratio of 1.5 times to one, exceeding the minimum requirements of the National Flood Insurance Program (NFIP). Given the Village's compensatory storage requirements, the storage component of the IDNR floodway regulations is redundant, creating a larger floodway burden on properties.

At the direction of the property owner (property holdings known as Plum Farms), Manhard Consulting prepared hydraulic information and corresponding exhibit for a conveyance only floodway mapping request to IDNR. The revised floodway limits are shown on Exhibit 1 of the Memorandum of Understanding (MOU). The IDNR agreed with these changes and the MOU memorializes changes to the floodway limits for regulatory purposes of this property.

To remain in effect, the Village must continue to uphold the requirements within Section 10-8-1 (Flood Hazard Areas) of the municipal code. Also, when FEMA or IDNR undertake periodic updates of regulatory maps, this MOU will be superseded.

While this MOU is only effective for the property shown in Exhibit 1, the conveyance only floodway methodology could be requested for other properties within the Village, on a case by case basis, if the supporting hydraulic reviews are completed and accepted by the IDNR.

FINANCIAL IMPACT

No financial impact to the Village.

RECOMMENDATION

Approval of a Memorandum of Understanding with the Illinois Department of Natural Resources for Spring Creek watershed floodway construction rules.

ATTACHMENTS

1. Spring Creek Conveyance Floodway MOU

MEMORANDUM OF UNDERSTANDING
between the
ILLINOIS DEPARTMENT OF NATURAL RESOURCES
and the
VILLAGE OF HOFFMAN ESTATES

ALLOWING STORAGE TO BE ELIMINATED AS A FACTOR IN THE DELINEATION OF FLOODWAYS AS DEFINED IN THE DEPARTMENT'S FLOODWAY CONSTRUCTION RULES

This Memorandum of Understanding ("MOU") is made between the Illinois Department of Natural Resources ("Department") and the Village of Hoffman Estates ("Village") under the authority of the "Intergovernmental Cooperation Act," 5 ILCS 220,

WITNESSETH:

Whereas, both the Department and the Village desire to protect the health, safety and welfare of the citizens of the Village by regulating construction in the community's floodplains and floodways to prevent the construction of facilities which would either be subject to flood damage from flooding or would cause or contribute to increased flooding to other facilities or property; and

Whereas, the Department's rules for floodway construction in northeastern Illinois, 17 Illinois Administrative Code 3708.60(a)-(c), require that the floodway be defined to preserve both storage and conveyance, as well as limit the increase in velocity; and

Whereas, the Department's rules for floodway construction in northeastern Illinois, 17 Illinois Administrative Code 3708.60 (e)-(d), also provide for the waiver of the flood storage component of the floodway definition when local communities agree to require effective compensatory storage for all storage lost due to construction and fill in a hydraulically significant reach of the watershed; and

Whereas, the Village has floodplain Ordinances under Chapter 10 – Subdivision Code, Article 8 FLOOD HAZARD AREAS Section 10-8-1, which meet or exceed the minimum requirements of both the National Flood Insurance Program and the Department, and which require that floodplain storage lost due to construction or fill be compensated on at least a one-to-one ratio; and

Whereas, the Department has determined that the Village has jurisdiction over a hydraulically significant portion within the upper reach of the Spring Creek floodplain; and

Whereas, the Department has determined that the execution of this MOU is not subject to the signature requirements of the "State Finance Act," 30 ILCS 105/9.02.

Now therefore, the Department and the Village agree as follows:

1. For regulatory purposes, the floodway shall be as defined on Exhibit 1, Spring Creek Conveyance Floodway Map, prepared by Manhard Consulting Ltd. and dated April 18, 2023, including revised conveyance floodways computed and drawn without consideration of the floodway storage component.

2. If this MOU is violated or otherwise voided, the Village and the Department agree to revert to regulating the floodway as defined in accordance with the Department's rules for floodway construction in northeastern Illinois (17 Illinois Administrative Code, Part 3708), using the corresponding map sheets from Flood Insurance Rate Maps computed and drawn with consideration of the floodway storage component, or such replacement mapping as the Department determines to be appropriate at the time.

3. If FEMA or Department regulatory maps are updated or revised for Spring Creek within the Village, subsequent to the effective date of this MOU, then the revised floodplain and floodway map will become the new standard to be used for regulatory purposes. At that time, the Village will be given opportunity to revise the floodway delineations without the storage component, subject to review and approval by the Department.

4. The Village hereby agrees that it will not grant any variances to the floodplain storage mitigation requirement of their ordinance to less than 100% of the storage lost due to fill or construction.

5. The Village hereby agrees that compensatory storage shall be provided at the same flood frequency elevation band as the storage being removed, including at least the elevation band between the normal water level and the 10-year flood and the elevation band between the 10-year flood and the 100-year flood.

6. The Village hereby agrees to assure that compensatory storage areas are directly connected to the floodplain from which storage is lost at the elevations for which the compensatory storage area is designed to be effective.

7. The Village hereby agrees to require that legal assurances such as properly recorded permanent easements, are provided to the Department, for each compensatory storage area utilized.

8. The Village hereby acknowledges that violation of any of the terms of this MOU will void this MOU, and the Department and the community will revert to regulating the floodway as defined in Item 2 *supra*.

9. The Village hereby agrees to all the guidelines and requirements of this MOU and the 17 Illinois Administrative Code, Part 3708. The Village realizes the importance of preserving floodplain storage. This MOU is entered into in good faith as a means to reduce undue hardship on community property owners located within the floodway. The Village will work with the Department on any special projects that may require extraordinary design measures not considered in this MOU.

10. This MOU shall be interpreted, construed, and governed by the laws of Illinois and such laws of the United States as may be applicable. In the event of any litigation over the interpretation or application of any of the terms or provisions of this MOU, the Parties agree that litigation shall be conducted in the State of Illinois.

11. This MOU takes effect when it is dated and executed by the Director of the Department, and unless terminated earlier shall continue in effect until December 31, 2030. This MOU supersedes all prior or contemporaneous communications and negotiations, both oral and written and constitutes the entire agreement between the Parties relating to the work set out above.

12. This Department may terminate this MOU if a Department initiated periodic Community Assistance Visit (CAV) identifies a floodway storage violation, and the violation is not corrected by the Village within sixty (60) days of notice.

13. No amendment shall be effective except in writing signed by all Parties.

14. Any party may withdraw from this MOU, following thirty days written notification to all the other Parties.

STATE OF ILLINOIS

RECOMMENDED:	**APPROVED:**
____________________	____________________
Stephen Altman, Manager Office of Water Resources	Loren Wobig, Director Office of Water Resources
Date: ____________________	Date: ____________________
	APPROVED:
	____________________
	Renee Snow, Legal Counsel
	Date: ____________________

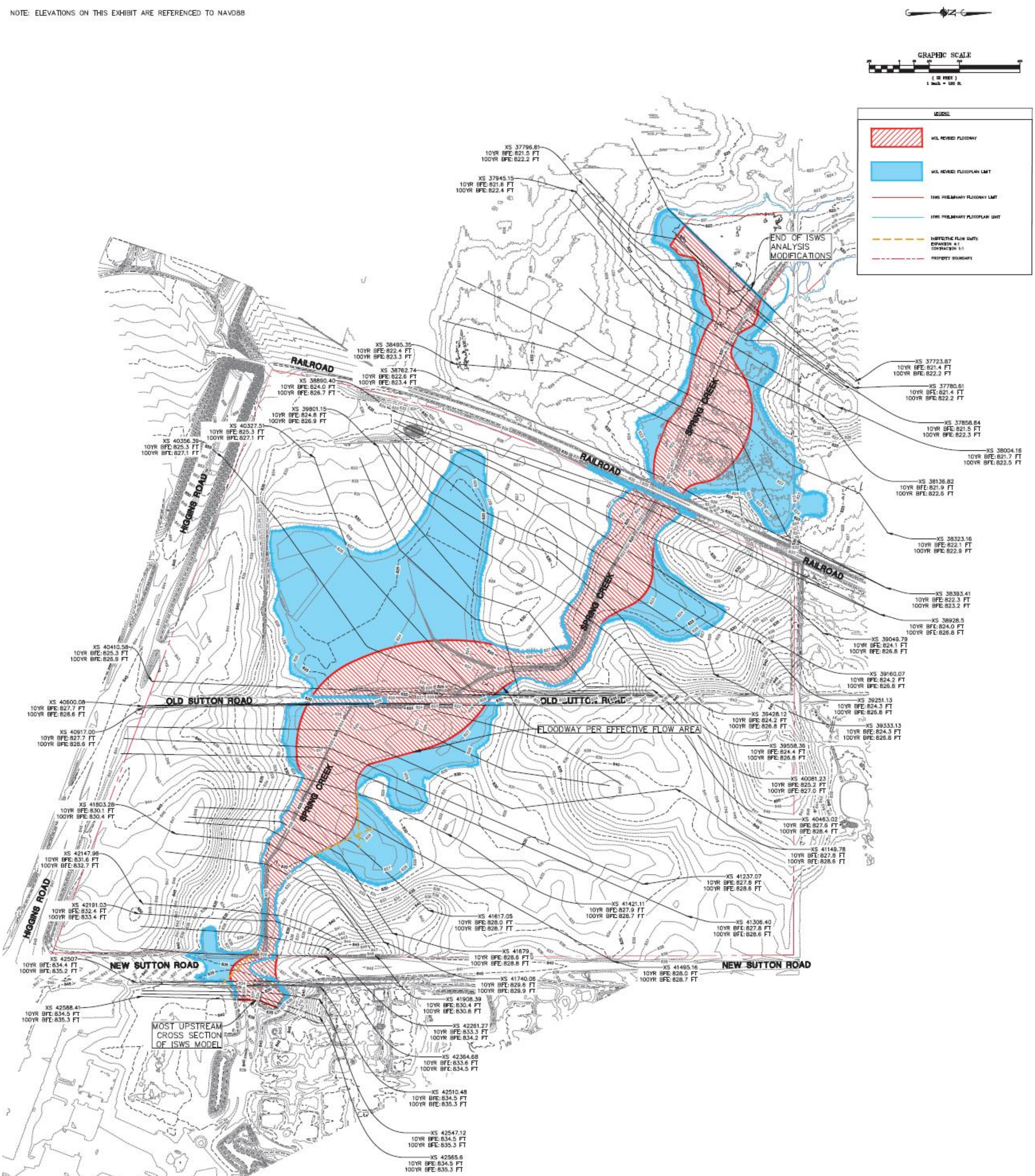
THE VILLAGE OF HOFFMAN ESTATES

APPROVED:

____

Date: ____________________

EXHIBIT 1



Spring Creek Conveyance Floodway Map
Manhard Consulting Ltd.
Dated: April 18, 2023

AGENDA ITEM REPORT
Public Works & Utilities Committee
November 25, 2024
ITEM 4C

REQUEST: Authorization to award contract to H. Linden & Sons Sewer and Water, Inc. of Plano, IL for the Huntington Boulevard Watermain Replacement Project in an amount not to exceed $1,211,319

FROM: Alan Wenderski, Director of Engineering

ITEM TYPE: Contract - Committee

REQUEST SUMMARY

The project is located along Huntington Boulevard beginning south of Lakewood Boulevard and extending north to just south of Mundhank Road, (see attached location maps). The existing 16-inch water main is located along the east right-of-way line of Huntington Blvd along the Paul Douglas Forest Preserve property frontage. The project consists of the replacement of approximately 2,800 feet of existing 16-inch ductile iron water main pipe with a new 18-inch high density polyethylene (HDPE) pipe located in the Huntington Boulevard right-of-way in proximity to the existing water main. The new main installation will be completed by horizontal directional drilling with limited open trenching for connections to the existing main and fire hydrant installations. The section scheduled for replacement has been subject to numerous breaks in recent years as the soil conditions in the area have contributed to deterioration of the existing ductile iron pipe.

Nine (9) bids were received on November 4, 2024; see summary of bids in Table 1 below. The engineer's estimate was $2,043,535.

Table 1 – Bid Summary

Bidder	Bid Cost
H. Linden & Sons Sewer and Water, Inc	$1,211,319
John Neri Construction Co, Inc	$1,235,953
Joel Kennedy Constructing	$1,257,953
Trine Construction	$1,272,509
Acqua Contractors Corp	$1,372,000
Swallow Construction Corp	$1,408,956
Bolder Construction Inc	$1,576,983
Berger Contractors, Inc	$1,755,210

IHC Construction, LLC	$1,879,252

H. Linden & Sons Sewer and Water, Inc. submitted the lowest qualified bid of $1,211,319. H. Linden & Sons meets all the requirements for bidding on this project and is qualified to perform the work as specified. All bids were reviewed by HR Green and their recommendation letter is attached.

The project is expected to be completed within nine weeks once started, with required completion by September 2025.

FINANCIAL IMPACT

The 2024 budget allocated $1,607,300 for this project. Project funding is provided by a grant administered through the Illinois Department of Commerce and Economic Opportunity (DCEO), in the amount of $1,000,000 with the balance of funding from the Water & Sewer Fund. The low bid amount of $1,211,319 is below the budgeted amount.

The DCEO funding portion of the project will be provided to the Village via reimbursement as funds are expended.

RECOMMENDATION

Authorization to award contract to H. Linden & Sons Sewer and Water, Inc. of Plano, IL for the Huntington Boulevard Watermain Replacement Project in an amount not to exceed $1,211,319.

ATTACHMENTS

1. Huntington Watermain Location Map
2. HR Green Award Recommendation

VILLAGE OF HOFFMAN ESTATES

HUNTINGTON BLVD - WATERMAIN REPLACEMENT

1391 Corporate Drive | Suite 203
McHenry, IL 60050
Main 815.385.1778 + **Fax** 713.965.0044

HRGREEN.COM

November 15, 2024

Village of Hoffman Estates
Mayor William D. McLeod and Board of Trustees
1900 Hassell Road
Hoffman Estates, IL 60169

Re: Huntington Boulevard Watermain Replacement Project
Recommendation for Award (HR Green Job No. 190796.01)

Dear Mayor and Trustees:

HR Green has completed its review of the bid proposals submitted/opened on November 4, 2024, at 10:00 a.m. at the Village Hall for the subject project. The Village received nine (9) bid proposals for construction of the project.

The Bid Proposals ranged from a low bid of $1,211,319.00 submitted by H. Linden & Sons Sewer and Water, Inc. to a high bid of $1,879,252.00 submitted by IHC Construction Companies, LLC. A copy of the bid tabulation is attached. The Engineer's Opinion of Probable Construction Cost for the project was $2,043,535.00.

H Linden & Sons submittal included the requested six references of similar projects. We contacted several of those references and received positive responses that similar work of comparable scope was performed by the drilling subcontractor and in an acceptable manner.

In addition, HR Green has had personal experience with H Linden & Sons, and with EBI. Our experience has been work was completed in an acceptable manner.

Subject to STATE confirmation, of the acceptability of the submitted BEP information, it is our recommendation that the Village Board accepts the **Bid from H. Linden & Sons Sewer and Water, Inc. in the amount of $1,211,319.00** and enter into a contract to proceed with this project.

Please let me know if you or the Board have any questions or need any additional information.

Sincerely,

HR GREEN, INC.

Scott Marquardt, PE
Project Manager – Governmental Services/Associate

SM/dmw

Attachment: Bid Tabulation

cc: Mr. Sean Murphy – HR Green, Inc.

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AGENDA ITEM REPORT

Public Works & Utilities Committee
November 25, 2024
ITEM 4D

REQUEST: Authorization to:
a. waive formal bidding (due to state joint purchasing master contract); and
b. purchase up to 4,080 tons of road salt through the 2024/25 State of Illinois joint purchasing contract with Morton Salt Inc., Chicago, IL in an amount not to exceed $276,787.

FROM: Kevin McGraw, Supervisor Customer Service
Joseph Nebel, Public Works Director

ITEM TYPE: Contract - Committee

REQUEST SUMMARY

In March 2024, the Village Board authorized participation in the Illinois Department of Transportation (IDOT) 2024/25 joint purchasing program with a commitment to purchase 3,400 tons of road salt. This contract requires the Village to purchase a minimum of 80% of this total (2,720 tons), while allowing a maximum purchase of 120% (4,080 tons), at the set contract price.

In October 2024, the Village received notice from the State that the 2024/25 road salt contract for Hoffman Estates has been awarded to Morton Salt at a price of $67.84/ton.

The Village currently has approximately 4,700 tons of salt in storage. The average seasonal salt usage for the Village is 4,200 tons. While forecasts indicate the potential for more snow and colder temperatures this season compared to last season, the Staff anticipates the requested quantity will be sufficient. Should there be a need to purchase in excess of 4,080 tons during the 2024/25 contract, Staff will return to the Committee requesting authorization to proceed with additional purchases from an alternate source.

Table: State joint purchase contract salt pricing 2015 to current

Year	Amount (tons)	Cost per ton	Season Usage
2023-2024	3,880	$75.38	3,200
2022-2023	4,000	$76.53	3,800
2021-2022	4,200	$52.18	3,700
2020-2021	3,200	$89.33	4,900
2019-2020	2,400	$89.33	3,300
2018-2019	4,300	$48.97	4,800
2017-2018	3,600	$48.97	4,300
2016-2017	3,500	$65.08	2,500

2015-2016	3,500	$65.08	3,200

FINANCIAL IMPACT
There is $315,000 in the 2025 General Fund operating budget for road salt.

RECOMMENDATION
Authorization to:
a. waive formal bidding (due to state joint purchasing master contract); and
b. purchase up to 4,080 tons of road salt through the 2024/25 State of Illinois joint purchasing contract with Morton Salt Inc., Chicago, IL in an amount not to exceed $276,787.

ATTACHMENTS
1. Executed Contract-Redacted- Morton P-71007

STATE OF ILLINOIS
CONTRACT

Central Management Services
JPMC Rock Salt Bulk FY25
24-416CMS-BOSS4-P-71007

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

☐ Yes

☒ No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

☐ Yes (IPG Certifications and Disclosures including IPG Active Registered Vendor Disclosure)

☒ No

1. **DESCRIPTION OF SUPPLIES AND SERVICES**
2. **PRICING**
3. **TERM AND TERMINATION**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **STATE SUPPLEMENTAL PROVISIONS**
6. **STANDARD ILLINOIS CERTIFICATIONS**
7. **FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**
8. **CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – "IPG Active Registered Vendor Disclosure (formerly called FORMS B)" (IF APPLICABLE)**
9. **PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)**

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page

STATE OF ILLINOIS
CONTRACT

Central Management Services
JPMC Rock Salt Bulk FY25
24-416CMS-BOSS4-P-71007

VENDOR

Vendor Name: Morton Salt, Inc.	Address (City/State/Zip): Chicago, IL 60606
Signature: [redacted]	Phone: 855-665-4540
Printed Name: Anthony T. Patton	Fax: 312-896-9208
Title: Director Bulk Deicing US Government Sales	Email: bids@mortonsalt.com
Date: 6-18-2024	

STATE OF ILLINOIS

Procuring Agency: Central Management Services	Phone: 866-455-2897
Street Address: 300 West Jefferson St.	
City, State ZIP: Springfield, IL 62702	
Official Signature [redacted]	Date: [redacted] 10/4/24
Printed Name: Raven DeVaughn by Krysti Rinaldi	
Official's Title: Director by Assistant Deputy Director	

AGENCY USE ONLY **NOT PART OF CONTRACTUAL PROVISIONS**

- Agency Reference #: 24-416CMS-BOSS4-R-218757
- Project Title: JPMC Rock Salt Bulk FY25
- Contract #: 24-416CMS-BOSS4-P-71007
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- BidBuy / Bulletin Reference #: 24-416CMS-BOSS4-B-42993
- BidBuy / Bulletin Publication Date: 05/21/24
- Award Code: A
- Subcontractor Utilization? [X] Yes [ ] No Subcontractor Disclosure? [X] Yes [ ] No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? [ ] Yes [X] No Percentage:
- Minority Owned Business? [ ] Yes [X] No Percentage:
- Women Owned Business? [ ] Yes [X] No Percentage:
- Persons with Disabilities Owned Business? [ ] Yes [X] No Percentage:
- Veteran Owned Small Business? [ ] Yes [X] No Percentage:
- Other Preferences?

1. DESCRIPTION OF SUPPLIES AND SERVICES

1.1. GOAL: To establish a Joint Purchase Master Contract (JPMC) for bulk rock salt to be purchased on a as needed basis during the contract period.

This JPMC may be utilized by all governmental units as defined in Section 5 of this Contract.

Note: Participation in this contract is based upon the CY24-25 Illinois Department of Central Management Services Joint Participation Agreement Survey that defines the BidBuy line items and additional participation in the resultant contract is not allowed.

1.2. SUPPLIES AND/OR SERVICES REQUIRED:

1.2.1. The Vendor will provide rock salt based on quantity ordered within the timeframe listed herein.

1.2.2. Rock Salt Specification Requirements:

a. Rock Salt shall comply with the requirements of The American Association of State Highway and Transportation Officials (AASHTO) SPECIFICATION M143, SODIUM CHLORIDE TYPE 1, GRADE 1.

b. Rock Salt shall be free flowing fresh stock, reclaimed or re-crushed rock salt will not be accepted and shall be rejected by delivery site.

1.2.3. Quantity Commitments: All participants who complete the annual survey will have the option to choose between a minimum of 80% or 100% purchase commitment and will be allowed a maximum of 120% purchase commitment as defined below. All minimum purchase commitments will be defined in the line item description within BidBuy.

a. <u>Minimum 80% Commitment</u>: Some participants identified from the annual survey have chosen a minimum purchase commitment of 80%. That means that if the participant estimates a quantity of 100 ton, the participant is only obligated to order 80 ton. That is 80% of the estimated quantity. The participant shall have no further liability to the Vendor for further remaining quantities.

b. <u>Minimum 100% Commitment</u>: Some participants identified from the annual survey have chosen a minimum purchase commitment of 100%. That means that if the participant estimates a quantity of 100 ton, the participant is obligated to order 100 ton. That is 100% of the estimated quantity.

c. Maximum 120% Commitment: The Vendor shall agree to provide up to 120% of the bid quantity estimated tonnage at the same contract price. That means that all participants who estimate a quantity of 100 ton can order up to 120 ton at the same contract price.

d. Quantities Exceeding 120% Maximum: In some instances, a participant may require quantities that would exceed the maximum commitment of the Vendor; in such instances, any delivery shall be made upon the mutual agreement of all parties.

e. Purchase Percentages for IDOT: The Illinois Department of Transportation (IDOT) has provided estimated quantities for individual locations. Quantities purchased from each Vendor shall be computed on a District by District basis (not by location). For example, if a Vendor has 2 locations in a District with estimated quantities of 100 and 200 tons with a minimum 80% commitment. Then the 80% commitment will be met once the 300(0.8) = 240 tons has been purchased between the two locations. This may include all 240 tons purchased from one location.

1.2.4. Weights and Measures Requirements and Adjustments:

a. Weights and Measures: All measurements for weight shall be from scales meeting the requirements of The Weights and Measures Act of the State of Illinois (225 ILCS 470). The Vendor shall provide accurate weights of materials delivered to governmental units. These weights shall be documented on delivery tickets which shall identify the source of the material, type of material, the date and time the material was loaded, the release number, the net weight, the tare weight, and the identification of the transporting vehicle.

The State reserves the right to conduct random, independent vehicle weight checks for salt deliveries. This will require that trucks occasionally be directed to a scale near the delivery point.

Should the vehicle weight check result in the net weight of material on the vehicle to exceed the net weight of material shown on the Vendor's delivery ticket by 600 pounds or more, the State will document the independent vehicle weight check and immediately furnish a copy of the results to the Vendor. No adjustment in pay quantity will be made.

Should the vehicle weight check result in the net weight of material shown on the delivery ticket to be less than the net weight of material on the vehicle by the tolerance of 600 pounds or more, the State will document the independent vehicle weight check (IWC1), immediately furnish a copy of the results to the Vendor, and immediately perform a second independent weight check (IWC2). If the second independent weight check is within the 600-pound tolerance, then a third independent weight check (IWC3) will be performed. If the third independent weight check is within tolerance, no pay adjustments will be made, and random independent weight checks will resume. If the second or third independent weight check confirms the net weight of the material shown on the Vendor's delivery ticket is less than the net weight of material on the vehicle by 600 pounds or more, the State will adjust the net weight shown on the delivery ticket for IWC1 to the checked delivered net weight as determined by the independent vehicle weight checks.

b. Method of Measurement: The State will also adjust the method of measurement for IWC2, IWC3 (when applicable) and subsequent truck loads using the same scale based on the out-of-tolerance independent weight checks. The net weight of rock salt delivered to the State from this source, will be adjusted by applying a correction factor "A" as determined by the following formula:

$$A = [1.0 - (B - C) / B];\ \text{Where } A < 1.0 \text{ and } B - C > 600$$

Where: A = Adjustment factor
B = Net weight shown on the delivery ticket from Vendor
C = Net weight on the vehicle determined from independent weight check from IWC1

The adjustment factor will be applied as follows:

Adjusted Net Weight = A x Delivery Ticket Net Weight

The adjustment factor will be imposed until the cause of the deficient weight is identified and corrected by the Vendor to the satisfaction of the State. If the cause of the deficient weight is not identified and corrected within seven calendar days, the State reserves the right to immediately, and without notice to Vendor, take action to remedy Vendor failure. This action may include the termination of the order and purchase of salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional costs may be collected from the original Vendor, in addition to the applied weight adjustments.

At the Vendor's option, the vehicle may be weighed on a second independent Department of Agriculture certified scale to verify accuracy of the scale used for the independent weight check. The freight for this additional weigh will be charged to the party that is proven to be negligent.

c. Deductions: The State reserves the right to assess, and apply if applicable, invoice deductions for the following:

Moisture Content: Deductions by percentage for moisture content based on total weight shall be determined by the following ranges:

Moisture Content (%)	Deduction in Price (Per Truckload)
0.00 TO 2.00	NO DEDUCTION
2.01 TO 2.50	10% DEDUCTION
2.51 TO 3.00	15% DEDUCTION
3.01 TO 3.50	20% DEDUCTION
3.51 TO 4.00	25% DEDUCTION
GREATER THAN 4.01	REJECTION OF LOAD

Sodium Chloride (NACL) Content: The State reserves the right to accept delivery of rock salt which, according to the analysis by The Illinois Department of Transportation, has a Sodium Chloride (NACL) content of less than 95.0 percent, but not less than 90.0 percent. When such reservation is applied, final payment will be made on the following basis:

1) When NACL content is between 94.0 and 94.9 percent, the price to be paid shall be the contract price less $5.00 per ton.

2) When NACL content is between 90.0 and 93.9 percent, the price paid shall be contract price less $10.00 per ton.

3) When the NACL content is less than 90.0 percent, the load will be rejected.

1.2.5. Ordering

a. Order Placement: Orders may be placed with the Vendor (Monday-Friday) via telephone, with a written electronic communication (e-mail) to follow. All State agency orders will contain a purchase order generated from BidBuy in addition to an electronic communication (e-mail). Vendors shall arrange for immediate shipment upon receipt of order from an authorized participating agency representative. All other governmental units will use their own purchase order system.

b. Order Quantities: Orders shall be scheduled in amounts that make up full (22-25 tons) truckloads, orders for less than truckload will not be accepted.

c. Initial Orders: The Illinois Department of Transportation requires Vendors to ship initial fill-up orders prior to October 31st of the current year. If this date has passed prior to execution, we ask that the Vendor(s) start shipping as soon as contract has been executed. Please see the attached file within BidBuy titled “Initial Orders”. Vendor(s) shall notify each destination entity when initial shipments are to begin.

d. Seasonal Orders: Non-State agencies reserve the right to purchase up to 50% of the estimated order requirements prior to November 30th of the current year. Vendor shall notify each delivery point of when shipment is to begin.

e. Order Timeline: For an order placed prior to 9:00 a.m. on a given day, that day would be considered as the first calendar day of the seven (7) day delivery period. For an order placed after 9:00 a.m. on a given day, the day following would be considered as the first calendar day of the seven (7) day delivery period, or as amended by order guidelines in Section 1.2.5.f.

f. Order Guidelines: An agency may order up to 20% of their 100% contracted tonnage in any given week and Vendor shall deliver within 7 working days after receipt of order. Quantities ordered above the 20 percent threshold shall have an extended delivery time of one-working-day for each one percentage-point above the 20% guideline. For example, if an agency orders 25% of their awarded total 100 tons, delivery of the first 20 tons (20%) shall be within 7 working days after receipt of order and the remaining 5 tons shall be delivered within 12 working days after receipt of the order.

g. Peak Season Orders: After hours and weekend delivery arrangements are encouraged during severe seasonal weather events to provide Vendor additional ability to maintain a prompt order delivery schedule. Orders placed during peak season should be in accordance with projected requirements and not in excess of the order guidelines, thereby hindering a Vendor's ability to maintain a prompt order delivery schedule.

h. Post Season Orders: All orders for Rock Salt shall be placed by the end of July for the previous season’s estimated usage. If the location does not have adequate capacity to hold the rock salt, the Vendor may elect to add a storage charge per ton/day.

1.2.6. The Districts are defined as follows:

District 1: Counties of Cook, DuPage, Kane, Lake, McHenry, and Will.

District 2: Counties of Boone, Carroll, Henry, JoDaviess, Lee, Ogle, Rock Island, Stephenson, Whiteside, and Winnebago.

District 3: Counties of Bureau, DeKalb, Ford, Grundy, Iroquois, Kankakee, Kendall, LaSalle, and Livingston.

District 4: Counties of Fulton, Henderson, Knox, Marshall, McDonough, Mercer, Peoria, Putnam, Stark, Tazewell, Warren, and Woodford.

District 5: Counties of Champaign, DeWitt, Douglas, Edgar, McLean, Piatt, and Vermilion.

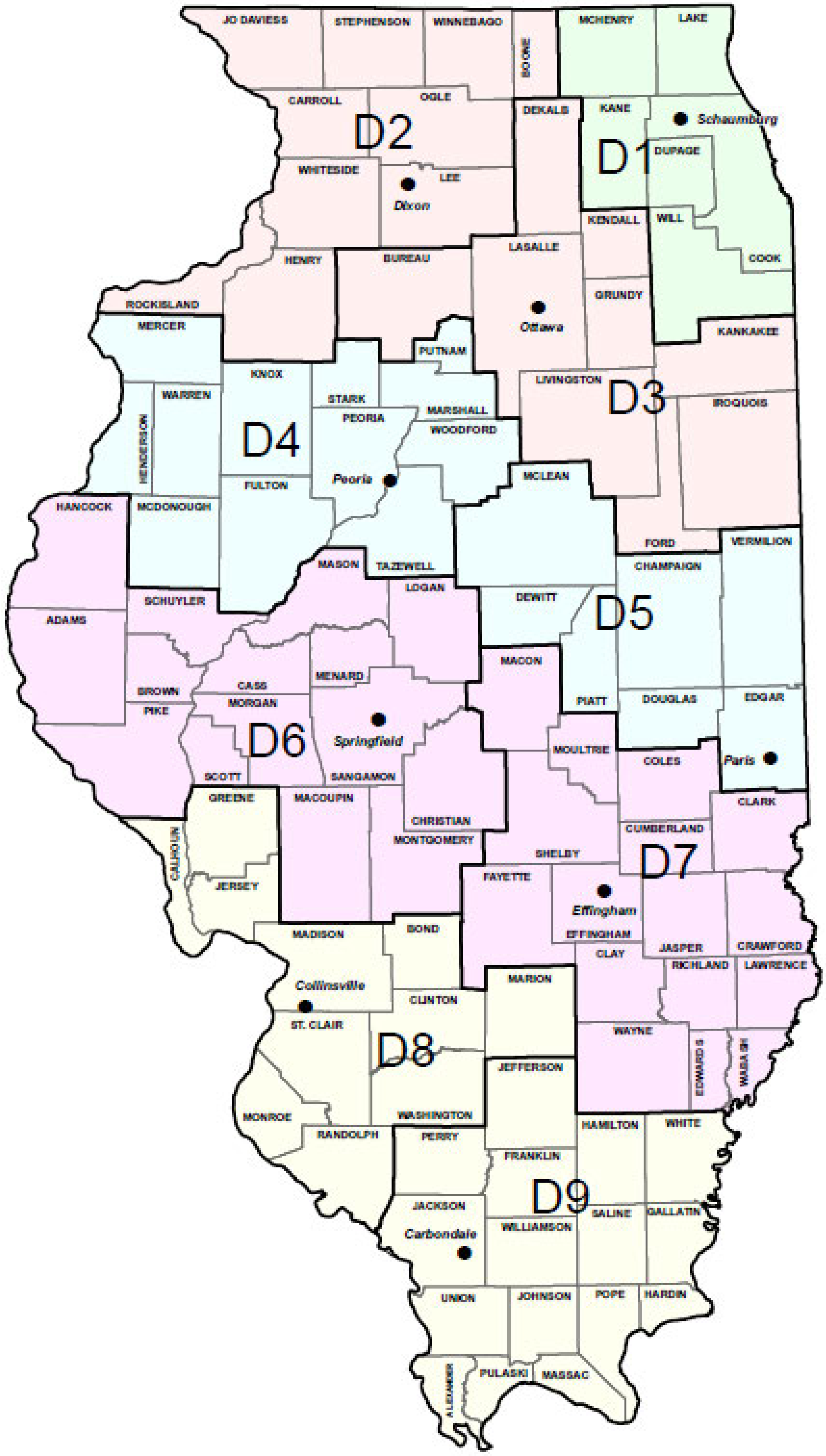
District 6: Counties of Adams, Brown, Cass, Christian, Hancock, Logan, Macoupin, Mason, Menard, Montgomery, Morgan, Pike, Sangamon, Schuyler, and Scott.

District 7: Counties of Clark, Clay, Coles, Crawford, Cumberland, Edwards, Effingham, Fayette, Jasper, Lawrence, Macon, Moultrie, Richland, Shelby, Wabash and Wayne.

District 8: Counties of Bond, Calhoun, Clinton, Greene, Jersey, Madison, Marion, Monroe, Randolph, St. Clair and Washington.

District 9: Counties of Alexander, Franklin, Gallatin, Hamilton, Hardin, Jackson, Jefferson, Johnson, Massac, Perry, Pope, Pulaski, Saline, Union, White and Williamson.

1.2.7. Map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LEE
Dixon
KENDALL
WILL
COOK
HENRY
BUREAU
LASALLE
GRUNDY
ROCKISLAND
MERCER
Ottawa
KANKAKEE
PUTNAM
KNOX
STARK
MARSHALL
LIVINGSTON
WARREN
PEORIA
WOODFORD
IROQUOIS
HENDERSON
Peoria
MCLEAN
FULTON
HANCOCK
MCDONOUGH
FORD
VERMILION
MASON
TAZEWELL
CHAMPAIGN
LOGAN
SCHUYLER
DEWITT
ADAMS
MACON
MENARD
CASS
BROWN
MORGAN
PIATT
DOUGLAS
EDGAR
PIKE
Springfield
MOULTRIE
COLES
Paris
SCOTT
SANGAMON
GREENE
MACOUPIN
CLARK
CHRISTIAN
CUMBERLAND
MONTGOMERY
SHELBY
CALHOUN
FAYETTE
JERSEY
Effingham
EFFINGHAM
MADISON
BOND
JASPER
CRAWFORD
CLAY
RICHLAND
LAWRENCE
MARION
Collinsville
CLINTON
ST. CLAIR
WAYNE
EDWARDS
WABASH
JEFFERSON
MONROE
WASHINGTON
HAMILTON
WHITE
RANDOLPH
PERRY
FRANKLIN
JACKSON
SALINE
GALLATIN
WILLIAMSON
Carbondale
UNION
JOHNSON
POPE
HARDIN
ALEXANDER
PULASKI
MASSAC

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.

1.3. MILESTONES AND DELIVERABLES:

1.3.1. Stockpile and Order Status Reports: Vendor shall provide stockpile and order status reports upon request and as requested by the CMS Bureau of Strategic Sourcing for use in its contract administration effort. Failure to comply in a timely manner may be considered a breach of contract.

1.3.2. Delivery Invoices: Vendor invoices shall show the date orders were placed with the Vendor and the dates and tonnage amounts of salt delivered.

1.3.3. The Vendor warrants that all products furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this Contract including any specifications or standards. In addition, Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

1.3.4. The Vendor shall report to the Department of Central Management Services Bureau of Strategic Sourcing (BOSS) an annual Contract Usage Report which includes all Governmental Units as defined in Section 5 of this Contract . This report shall be in a tab-delimited text file or an Excel spreadsheet that references the BidBuy Purchase Order (PO) number, time period being reported, and must include the following:

PO Line Number, Description, Quantity, Ordering Entity

The report will be sent to the following email address: CMS.BOSS.Sourcing@illinois.gov.

A sample of the report's format is as follows:

Line Item #	Description	Quantity	Ordering Entity
1	XXXXXXXXX	XXX	XXXXXXX
2	XXXXXXXXX	XXX	XXXXXXX

1.4. VENDOR / STAFF SPECIFICATIONS:

1.4.1. Vendor Meetings:

a. The Vendor shall participate in a pre-season meeting with IDOT Central Bureau of Operations. This meeting will be scheduled after the execution of the contract(s).

b. The Vendor shall participate in weekly calls with IDOT Central Bureau of Operations throughout the winter season.

c. The Vendor shall participate in a post-season meeting with IDOT Central Bureau of Operations that will be scheduled between April to June.

1.4.2. Stockpile and Delivery Performance:

a. Delivery Performance: Freezing of waterways and the impact on delivery must be reasonably anticipated by the Vendor and is not a cause to claim Force Majeure.

b. STOCKPILE AVAILABILITY: Successful Vendors shall have stockpiles of Rock Salt in Illinois or near its boundaries in quantities that are sufficient to satisfy the State of Illinois contractual requirements and stockpile staging requirements shall be as follows:

1.1. 100% at upper MISSISSIPPI RIVER STOCKPILE locations, DISTRICT-1, DISTRICT-2, DISTRICT-3, and DISTRICT-4 by December 1st.

1.2. 50% at all other Downstate Stockpile locations by December 1st and 100% by January 1st.

Such stockpiles must be near enough to delivery points to allow for timely delivery as required by the State of Illinois contractual requirements.

Vendors may also be required to furnish a list of rock salt commitments against these stockpiles as a result of other contractual agreements.

c. STOCKPILE INSPECTIONS: The State reserves the right to inspect and/or test the rock salt provided at the Vendor's stockpile points or at the salt storage facility destination, whichever is most convenient to the State.

1.4.3. Safety Data Sheets: The Vendor is required to furnish a Safety Data Sheet (SDS) for each toxic substance shipped. Submission of Safety Data Sheets is required by the Illinois Toxic Substances Disclosure to Employees Act. 820 ILCS 255/1 ET SEQ, or subsequent amendment.

1.4.4. Vendor must be registered in BidBuy before entering into the resulting Contract with the State of Illinois.

1.5. TRANSPORTATION AND DELIVERY:

1.5.1. Delivery Time: Delivery will be made F.O.B. Destination with all transportation and handling paid by the Vendor to any participating Governmental Unit. Deliveries are to be made within seven (7) working days, or as extended by order guidelines in Section 1.2.5.f. For all orders placed by contract participants on or after December 1 and prior to May 1st of any year, order delivery performance shall be subject to application of Liquidated Damages as stated in Section 1.5.10 below.

1.5.2. Delivery Schedule: Salt order deliveries will be accepted only during regular workdays (Monday thru Friday) and work hours (7:30 a.m. - 3:30 p.m.) excluding state holidays, except where special arrangements are made in advance with an appropriate representative at the delivery site.

1.5.3. Delivery Locations: All delivery locations are listed within each line item in BidBuy. Specific delivery notes for other governmental units will be given at the time of order.

1.5.4. Payment of Tolls: The Vendor shall be required to pay the full amount of tolls, if any, incurred during the duration of the contract. Said tolls will not be refunded by the ordering agency.

1.5.5. Delivery Tickets: Each delivery ticket shall be a direct entry (no manual entries) certified scale ticket indicating gross, tare, and net weight of each truckload of rock salt. Unless otherwise directed, delivery ticket must also be signed by an authorized agency representative at the delivery location point to verify that agency has accepted the material. The Vendor shall include the release order number and the date of delivery on each delivery ticket. The Vendor shall ensure all weights and measures shown on all tickets are correct.

1.5.6. Delivery Requirements: All truck loads shall be covered with approved weatherproof material. Vendor shall ensure the delivery person inspects the inside of the trailer and all salt is removed from the trailer before leaving a delivery point. Pre-loading trucks prior to the date of delivery is not allowed and may be rejected at the delivery site. In the event any agency discovers preloaded rock salt already dumped at its location, the salt may be reloaded onto the cartage hauler’s truck by the agency and returned for credit and the Vendor shall immediately ship a conforming load of replacement Rock Salt, or at agencies’ option to issue a refund consistent with the dollar amount of the original order.

1.5.7. Delivery Method: All deliveries will be on the basis of the "End-Dumping" method. Vendors shall be governed by the specific delivery instructions, as to unloading point, issued by an applicable agency when they place their order for a particular location.

1.5.8. Weights and Measures: Governmental units reserve the right to require that trucks may occasionally be directed to a scale in the vicinity of the delivery point as a check on delivered truckloads. The governmental units reserve the right to take action to remedy Vendor’s failure to provide accurate weights and measures.

1.5.9. Foreign Materials: All truck loads shall be free of any foreign material such as mud, rocks, grader teeth, wood, tarpaulins, etc. or the load may be rejected. In the event any agency discovers foreign material in truckloads of rock salt already dumped at its location, the salt and foreign matter may be reloaded onto the cartage hauler's truck by the agency and returned for credit and the Vendor shall immediately ship a conforming load of replacement Rock Salt, or at agencies’ option to issue a refund consistent with the dollar amount of original order.

1.5.10. Damages: Governmental units reserve the right to take action against Vendor delivery failure as follows:

Liquidated Damages: From December 1 through May 1 of the current season, if the Vendor is unable to make delivery within the authorized delivery time, the governmental units shall assess and have the right to retain as Liquidated Damages, and not as a penalty, 5 percent per working day on the undelivered portion of the order, but not to exceed 50 percent of the total order. Governmental units and Vendor agree that at the time of contracting, the amount of actual damages is uncertain. Governmental units and Vendor further agree that the amount of Liquidated Damages in this Section is reasonable and bears relation to the damages which may be sustained in the event of a breach.

Delivery Failure Damages: If after seven (7) days’ assessment of Liquidated Damage claims, a Vendor has still failed to deliver as required, governmental units reserve the right to immediately, and without notice to Vendor, take action to remedy Vendor failure. This may include the termination of the order and purchase of salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional costs may be collected from the original Vendor, in addition to the applied Liquidated Damages.

1.6. SUBCONTRACTING

Subcontractors are allowed. [redacted]

1.6.1. Will subcontractors be utilized? [X] Yes [ ] No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of $100,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors where the annual value of the subcontract is greater than $50,000 must include Illinois Standard Certifications completed by the subcontractor.

1.6.2. Please identify below subcontracts with an annual value of $100,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: **See attached subcontractor listing** [redacted]

  Amount to Be Paid:

  Address:

  Description of Work:

- Subcontractor Name:

  Amount to Be Paid:

  Address:

  Description of Work:

If additional space is necessary to provide subcontractor information, please attach an additional page.

1.6.3. If the annual value of any the subcontracts is more than $100,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

1.6.4. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

1.7. SUCCESSOR VENDOR

☐ Yes ☒ No This contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service contracts, construction contracts, qualification-based selection contracts, and professional and artistic services contracts are not subject to this requirement.

1.8. WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: **See attached Location Listing** [redacted]

  Value of services performed at this location:

- Location where services will be performed:

  Value of services performed at this location:

2. PRICING

2.1 FORMAT OF PRICING:

2.1.1 Vendor shall submit pricing in the line items on BidBuy, based on the terms and conditions set forth in section 1 of this Contract.

2.1.2 Pricing shall be submitted in the following format: Per the Unit of Measure on the line items in BidBuy.

Pricing shall be submitted by entering the cost per unit of measure based on minimum order quantities on each line item in BidBuy. Prices must include all costs shipped F.O.B. Destination and may not include any additional costs due to taxes (federal or otherwise) unless accompanied by proof the State is subject to the tax.

2.2 TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract price is firm or estimated at the time it is submitted for obligation. The total price of this contract is estimated.

2.3 EXPENSES ALLOWED: Expenses are not allowed.

2.4 DISCOUNT: The State may receive a 0 % discount for payment within 0 days of receipt of correct invoice. This discount will not be a factor in making the award.

2.5 VENDOR'S PRICING: For procurements conducted in BidBuy, the State may include in this Contract the BidBuy Purchase Order as it contains the agreed pricing**.**

2.6 MAXIMUM AMOUNT: This Joint Purchase Master Contract is an indefinite quantity contract.

3. TERM AND TERMINATION

3.1 TERM OF THIS CONTRACT: This contract has an initial term commencing upon the last dated signature of the Parties to September 30, 2025.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years. 30 ILCS 500/20-60

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

The State may include in this contract the BidBuy Purchase Order as it contains the agreed term.

3.2 RENEWAL: N/A

3.3 TERMINATION FOR CAUSE: The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

3.4 TERMINATION FOR CONVENIENCE: The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

3.5 AVAILABILITY OF APPROPRIATION: This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.

4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract of $1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of $15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.

4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.

4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (*https://labor.illinois.gov*) to ensure understanding of prevailing wage requirements.

4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.

4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency's Illinois tax exemption number and Federal tax exemption information.

4.1.6.2 Vendor shall invoice at this completion of the contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency:	Requesting Agency / Entity
Attn:	Requesting Agency / Entity
Address:	Requesting Agency / Entity
City, State Zip	Requesting Agency / Entity

For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

4.2 **ASSIGNMENT**: This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.

4.3 **SUBCONTRACTING:** For purposes of this section, subcontractors are those with contracts with an annual value exceeding $100,000 and who are specifically hired to perform all or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the Standard Illinois Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses, the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract, and the general type of work to be performed. 30 ILCS 500/20-120.

4.4 **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

4.5 TIME IS OF THE ESSENCE: Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.

4.6 NO WAIVER OF RIGHTS: Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

4.7 FORCE MAJEURE: Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration.

4.8 CONFIDENTIAL INFORMATION: Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

4.9 USE AND OWNERSHIP: All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.

4.10 INDEMNIFICATION AND LIABILITY: The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.

4.11 INSURANCE: Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of $1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and $2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of

$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

4.12 INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

4.13 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

4.14 COMPLIANCE WITH THE LAW: The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

4.15 BACKGROUND CHECK: Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.

4.16 APPLICABLE LAW:

4.16.1 **PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

4.16.2 **EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.

4.16.3 **COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

4.16.4 **OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (*www.ilga.gov/legislation/ilcs/ilcs.asp*).

4.17 ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.

4.18 CONTRACTUAL AUTHORITY: The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.

4.19 EXPATRIATED ENTITIES: Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.

4.20 NOTICES: Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.

4.21 MODIFICATIONS AND SURVIVAL: Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

4.22 PERFORMANCE RECORD / SUSPENSION: Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

4.23 FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

4.24 SCHEDULE OF WORK: Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

4.25 WARRANTIES FOR SUPPLIES AND SERVICES:

4.25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

4.25.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

4.25.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

4.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS: Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

4.27 EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

The Vendor will be required to report to Central Management Services – Bureau of Strategic Sourcing (BOSS) an annual report on the hiring of Veterans and Ex-Offenders, this report must be sent by September 30th of every year. The report shall be attached and sent to the following email address: CMS.BOSS.Sourcing@illinois.gov.

5. STATE SUPPLEMENTAL PROVISIONS

☒ Agency Definitions

5.1. "Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILCS 500/10-20(a)(4).

5.2. "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority which has the power to tax, or any other public entity created by statute. In addition, the governmental unit must have participated in the CY24-25 Illinois Department of Central Management Services Joint Participation Agreement Survey and additional participation in the resultant contract is not allowed.

☐ Required Federal Clauses, Certifications and Assurances

☐ Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than $200 per month or $2,000 per year) 30 ILCS 500/25-60.

☒ Agency Specific Terms and Conditions

5.3. The Chief Procurement Officer for General Services makes this contract available to all governmental units.

5.4. Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this contract for the items in this contract to all governmental units.

5.5. The supplies or services subject to this Contract shall be distributed or rendered directly to each governmental unit.

5.6. Vendor shall bill each governmental unit separately for its actual share of the costs of the supplies or services purchased.

5.7. The credit or liability of each governmental unit shall remain separate and distinct.

5.8. Disputes between vendors and governmental units shall be resolved between the affected parties.

5.9. All terms and conditions in this Contract apply with full force and effect to all purchase orders.

☐ Other (describe)

June 19, 2024

Subcontractor Work

- **Subcontractor Name:** Matias Trucking, Inc.
  Amount to Be Paid: ~$3,000,000.00
  Address: 8755 W 82nd Pl, 2nd Floor, Justice, IL 60458
  Description of Work: hauling of bulk road salt

- **Subcontractor Name:** Z Force Transportation, Inc.
  Amount to Be Paid: ~$2,000,000.00
  Address: 700 E Joe Orr Rd, Chicago Heights, IL 60411
  Description of Work: hauling of bulk rock salt

- **Subcontractor Name:** Portland Trucking
  Amount to Be Paid: ~$400,000.00
  Address: 2061 S Harbor Dr., Milwaukee, IL 53207
  Description of Work: hauling of bulk rock salt

- **Subcontractor Name:** Wiesbrock Trucking, Inc.
  Amount to Be Paid: ~$1,200,000.00
  Address: 1748 E 950th Rd, Leonor, IL 61332
  Description of Work: hauling of bulk rock salt

- **Subcontractor Name:** N.E. Finch Co
  Amount to Be Paid: ~$1,900,000.00
  Address: 148 S Bloomingdale Rd, Suite 105, Bloomingdale, IL 60108
  Description of Work: hauling of bulk rock salt

- **Subcontractor Name:** Starline Trucking
  Amount to be Paid: $400,000.00
  Address: 18480 W Lincoln Ave, New Berlin, WI 53146
  Description of Work: hauling of bulk road salt

- **Subcontractor Name:** Regina Cartage LLC
  Amount to be Paid: ~$100,000.00
  Address: 1133 South State Street, Unit 403B, Chicago, IL 60605
  Description of Work: hauling of bulk road salt

- **Subcontractor Name:** All Seasons Trucking
  Amount to be Paid: ~$350,000.00
  Address: 7750 Windy Ridge, Dubuque, IA 52003
  Description of Work: hauling of bulk road salt

- **Subcontractor Name:** Beelman Logistics, LLC
  Address: 1 Racehorse Dr, Venice, IL 62205
  Amount to be Paid: $1,100,000.00
  Description of Work: hauling of bulk road salt

WHERE SERVICES ARE TO BE PERFORMED – STOCKPILE LOCATIONS

- **Location where services will be performed:** Calumet, IL
  Value of services performed at this location: ~$29,100,000.00

- **Location where services will be performed:** Milwaukee, WI
  Value of services performed at this location: ~$4,325,000.00

- **Location where services will be performed:** Ottawa, IL
  Value of services performed at this location: ~$7,650,000.00

- **Location where services will be performed:** Peoria, IL
  Value of services performed at this location: ~$7,500,000.00

- **Location where services will be performed**: Dubuque, IA
  Value of services performed at this location: ~$1,900,000.00

- **Location where services will be performed:** Venice, IL
  Value of Service to be performed at this location: $4,725,000.00

444 West Lake Street, Suite 2900
Chicago, IL 60606
TEL 312.807.2000
WEB mortonsalt.com
MORTON SALT, INC.

AGENDA ITEM REPORT

Public Works & Utilities Committee
November 25, 2024
ITEM 4E

REQUEST: Authorization to:
a. waive formal bidding (due to sole source); and
b. purchase a replacement Flygt submersible pump for the WDA lift station from Xylem Water Solutions USA, Inc., Mokena, IL in an amount not to exceed $84,950.50.

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

ITEM TYPE: Contract - Committee

REQUEST SUMMARY

WDA Lift Station, constructed in 1991 to support development in the Village's western area and construction of the Sears Corporate Headquarters, houses four 85-horsepower pumps that transport wastewater through dual force mains. The station was designed and built to utilize submersible pumps manufactured by Flygt; however, in 2016/17, two of the original pumps failed. Hancock Engineering was contracted at that time to evaluate alternate solutions due to the rising cost of Flygt pumps of the necessary size.

Following review of specifications, quotes were solicited for comparable pumps from four manufacturers. Due, in part, to favorable pricing, an 85-horsepower pump manufactured by Grundfos was selected. The first Grundfos pump was installed in 2016 with a second installed in 2017. Initial compatibility issues with existing piping led to partial adjustments over the next five years. One of the Grundfos pumps has since been replaced under warranty due to its complete failure, and the other has recently failed and now requires replacement as well. Currently, the lift station operates with two original Flygt pumps, the previously replaced Grundfos pump, and an open slot where the second Grundfos pump was previously installed.

Staff is recommending replacement of the failed Grundfos pump with a Flygt pump that meets the original OEM specifications. Flygt pumps have been identified by Staff as an acceptable replacement pump due to consistent reliability and build quality. Therefore, Staff supports selecting a Flygt pump that is proven and historically reliable over a less costly pump that is also less dependable. Xylem Water Solutions USA is the sole provider of Flygt pumps in the Hoffman Estates region.

FINANCIAL IMPACT

There is $87,750 in the 2024 Water and Sewer Capital Improvements fund for this project. The proposal presented by Xylem Water Solutions USA, Inc. for the WDA pump replacement is $84,950.50.

RECOMMENDATION
Authorization to:
a. waive formal bidding (due to sole source); and
b. purchase a replacement Flygt submersible pump for the WDA lift station from Xylem Water Solutions USA, Inc., Mokena, IL in an amount not to exceed $84,950.50.

ATTACHMENTS
1. WDA Xylem pump quote
2. 2024 Final Budget CIP WDA

xylem

Xylem Water Solutions USA, Inc.
Flygt Products

9661 194th Street
Mokena, IL 60448
Tel (708) 342-0484
Fax (708) 342-0491

November 8, 2024

Village of Hoffman Estates

Quote # 2024-CHI-0825
Project Name: Hoffman Estates 3300 Replacement
Job Name:

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment. Lead time is 12-14 Weeks

Pumps			
Qty	Part Number	Description	Extended Price
1	3301.095-0037	Flygt Model NP-3301.095 6" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 85 HP 1750 RPM motor, 466 impeller, 1 x 50 Ft. length of SUBCAB 3x50+2G35/2+S(2x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve	$ 79,258.50
1	14-69 00 09A	START UP,FLYGT,NO TAX 1-TP MODELS: 3000,7000,8000	$ 1,655.00
		Pumps Price	**$ 80,913.50**
		Total Price	**$ 80,913.50**
		Freight Charge	**$ 4,037.00**
		Total Price	**$ 84,950.50**

FLYGT
a xylem brand

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx and incorporated herein by reference and made a part of the agreement between the parties.

As of October 14, 2024, all orders must meet a minimum dollar value of $1,200. Xylem reserves the right to refuse to process any order that does not meet the minimum order value requirement. Xylem will support order adjustments to meet the minimum order value threshold.

Purchase Orders:	Please make purchase orders out to: Xylem Water Solutions USA, Inc.
Freight Terms:	3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020) See Freight Payment (Delivery Terms) below.
Taxes:	State, local and other applicable taxes are not included in this quotation.
Back Charges:	Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.
Shortages:	Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.
Terms of Delivery:	PP/Add Order Position
Validity:	This Quote is valid for thirty (30) days.
Terms of Payment:	100% N45 after invoice date. Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Schedule:	Please consult your local Flygt Branch Office to get fabrication and delivery lead times.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions. This Quote does not include anchor bolts, piping, gauges, valves or any item not specifically listed above.

Sincerely,

Aaron Flitcraft
Direct Sales Representative
Phone: 312-796-4961

aaron.flitcraft@xylem.com

Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2024-CHI-0825
Customer Name: Village of Hoffman Estates
Job Name:
Total Amount: $ 80,913.50
(excluding freight)

Signature: ______________________________ Name: ______________________________
(PLEASE PRINT)

Company/Utility: ______________________________ PO: ______________________________

Address: ______________________________ Date: ______________________________

______________________________ Phone: ______________________________

______________________________ Email: ______________________________

______________________________ Fax: ______________________________

Village of Hoffman Estates, Illinois
2024 Annual Operating Budget

Account Information

Account Number:	40407325-4608	**Fund:**	Water & Sewer
Account Name:	Sanitary Sewer Improvements	**Department:**	Public Works
		Division:	Capital Projects Division

Account History

2020 Budget	$ 2,137,000	**2021 Budget**	$ 1,840,000	**2022 Budget**	$ 2,982,500
2020 Actual	$ 18,698	**2021 Actual**	$ 116,705	**2022 Actual**	$ 363,102

Projected Expenditures	**2023 Budget**	**2023 Estimate**	**2024 Dept Request**	**2023 Carry-Over**	**2024 Manager Approved**	**2025 Financial Plan**	**2026 Financial Plan**
Sanitary Sewer Rehab:							
Critical Sewer Rehabilitation	115,000	120,000	120,000	-	120,000	125,000	130,000
Phase V Engr (MWRD Compliance)	15,000	14,900	20,000	-	20,000	22,000	24,000
Private Sector/Long Term O&M Program	70,000	12,500	70,000	-	70,000	70,000	70,000
Phase VII Construction	1,800,000	1,700,000	-	-	-	-	-
Construction Mgmt/Engineering	90,000	90,600	-	-	-	-	-
w/ Road Reconstruction Program	-	-	400,000	-	400,000	620,000	600,000
Televising/Constr of Storm Sewer							
Lines of Street Reconstructions	107,500	40,000	81,250	-	81,250	86,500	91,500
Golf Lift Engineering/Rehabilitation	-	-	-	-	-	-	-
Hampton Lift Engineering/Rehabilitation	-	-	-	-	-	-	-
Hampton Lift Eng/Rehab	50,000	42,000	30,000	-	30,000	850,000	-
Park Lane Life Eng/Rehab	-	-	18,000	-	18,000	180,000	-

	2023 Budget	2023 Estimate	2024 Dept Request	2023 Carry-Over	2024 Manager Approved	2025 Financial Plan	2026 Financial Plan
Sanitary Sewer Improv-Rt 59 (H2S remediat	80,000	-	-	-	-	-	-
(Moved to 40406825-4608)							
Data Center off-side improvements (D.S.)							
Off-side sanitary sewer upgrade	-	-	-	-	-	-	-
Pfizer lift station upgrade	1,200,000	200,000	1,860,000	-	1,860,000	-	-
Westbury Lift Station Generator	-	-	-	-	-	-	-
WDA Lift Station Pump & Control Repl	76,300	40,000	87,750	-	87,750	-	-
Barrington Square Sanitary Sewer	-	-	-	-	-	990,000	-
University lift station pump improvement	-	-	-	-	-	-	66,000
Carling Lift Eng/Rehab	-	-	-	-	-	-	150,000
TOTAL EXPENDITURES	3,603,800	2,260,000	2,687,000	-	2,687,000	2,943,500	1,131,500
Projected Revenues							
Loan Proceeds	-	-	-	-	-	-	-
Water & Sewer Fund	2,403,800	2,060,000	2,687,000	-	2,777,000	2,853,500	1,131,500
Developer Contributions	1,200,000	200,000	-	-	-	-	-
Transfer from Info Sys Fund	-	-	-	-	-	-	-
TOTAL REVENUES	3,603,800	2,260,000	2,687,000	-	2,777,000	2,853,500	1,131,500

VILLAGE OF HOFFMAN ESTATES
DEPARTMENT OF PUBLIC WORKS

OCTOBER 2024 MONTHLY REPORT

Joseph Nebel
Director of Public Works

Bryan Ackerlund
Assistant Director of Public Works

MAJOR PROJECT UPDATES:

Water Tower Painting - T-5

Summary: LC United Painting Company was awarded the contract to paint the water tower located on Olmstead Drive. Painting work is anticipated to begin after May 1, 2024 and be completed no later than July 19, 2024.

Status Update: Minor punchlist items remain from this painting project. Cellular antenna installations are complete. The temporary antenna pole will be removed and the site fully restored.

Engineering for Pfizer Lift Station Improvements

Summary: Ciorba Group is providing engineering services in preparation for the replacement of Pfizer Lift Station. The scope of work will include demolition and abandonment of the existing station, construction of a new submersible-style station, above-grade electrical and controls, and installation of a new upstream manhole.

Status Update: Construction is in progress. Temporary electrical service, tree removal, and utility locating has started.

CUSTOMER SERVICE - Supervisor: Kevin McGraw

Fast Action Service Team (FAST)

Customer Service Requests												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
121	111	116	191	186	124	158	114	164	179			1,464

Customer Service

Water Billing Customer Service Appointments												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
36	36	44	27	18	36	24	29	25	27			302

Finance-Generated Water Meter Readings												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
186	136	86	97	71	127	78	134	113	128			1,156

Delinquent Water Accounts												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
154	121	119	123	116	116	131	112	144	124			1,260

New Construction Permits												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2	0	2	0	2	3	1	1	1	2			14

Water Meter Repair/Replace Service Requests												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
9	7	10	9	12	13	11	10	12	10			103

MIU Installations/Replacements												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
7	8	8	3	5	8	6	15	4	6			70

B-box Repairs												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2	3	6	11	2	4	8	5	7	10			58

Utility Locates

JULIE Locates												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
229	402	487	548	510	922	1,502	779	607	844			6,830

Emergency Locates												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
31	32	31	27	36	47	62	55	40	52			413

Utility Joint Meets												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
3	6	12	11	16	21	18	13	15	7			122

FACILITIES - Superintendent: Paul Petrenko

1. Winterized Village Hall cooling towers.
2. Installed new UPS at the NOW Arena. Removed old batteries.
3. Worked on bid specifications for CAC remodeling project.

Preventative Maintenance Program Labor Hours												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
90	111	162	159	195	148	174	172	170	171			1,552

FLEET SERVICES - Supervisor: Joe Capiga

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

Total Preventative Maintenance Repairs												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
27	21	26	25	27	13	38	23	28	18			246

Vehicles Sent for Warranty Repairs												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
4	4	5	1	5	2	1	2	0	0			24

FORESTRY - Supervisor: Nick Lackowski

1. Continued oversight of contractual Silver Maple and Siberian Elm removals.
2. Made preparations for contract tree trimming and planting programs.
3. Completed the Fall brush pick-up program - a total of 2,720 piles of brush were collected.
4. Removed annual flowers in preparation of winter.

Customer Service Requests												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
4	9	5	29	29	102	51	70	40	44			383

MAINTENANCE AND CONSTRUCTION - Supervisor: Tyler Wintz

1. Continued replacing and repairing out of service fire hydrants.
2. Assisted the Water Operations Team with sanitary sewer flushing at various locations.
3. Concluded oversight of the Village-wide leak detection survey with M.E. Simpson.
4. Potholed for water main/sanitary sewer on Bolleana Ct. to assist with an engineering project.

B-box Repairs/Replacements												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
4	6	5	4	0	6	8	6	4	0			43

Hydrant Replacements												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1	0	0	0	4	0	3	3	2	5			18

Valve Repairs/Replacements												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1	6	1	1	0	4	3	1	3	0			20

Water Main/Service Line Leak Repairs												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
5	5	2	4	3	4	2	3	7	7			42

TRAFFIC OPERATIONS - Supervisor: John Kovaka

Pavement Maintenance

1. Performed driveway restorations related to the Road Reconstruction Program.
2. Performed asphalt restorations at multiple water/sewer dig and sidewalk replacement sites.
3. Applied pavement markings in-house at various sites.
4. Assisted Storm Sewer team with inlet repairs and concrete restorations.
5. Assisted the Fire Department with training on Compass grounds.
6. Assisted Street Light crew replacing a concrete street light pole.

Tons of Hot Asphalt Installed												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
0	0	0	31	35	31	8	52	24	24			205
Tons of Cold Asphalt Installed												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
13	18	3	2	1	2	1	1	0	3			42

Sign Shop

1. Continued sign clearance brush trimming.
2. Fabricated, assembled, and installed rendition sign of New Fire Station 21 on current site.

Sign Repairs/Replacements												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
10	14	9	17	4	8	7	1	6	0			76
Signs Fabricated and Installed												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
49	303	114	187	193	159	136	174	158	1,687			3,160

Street Lights

1. Assisted Storm Sewers with inlet repairs and concrete restorations.
2. Installed street light pole on Huntington Blvd ROW, near Hill Dale (knockdown accident).
3. Installed a special order street light pole on Spring Mill Drive.
4. Removed old concrete street light pole and installed a new aluminum one on Sundance Cir.
5. Installed drain tile in 2 locations at NOW Arena west lot where water has caused cable faults.
6. Repaired ground fault on Della Dr.
7. Oversaw first complete Fall Street Sweeping cycle.
8. Installed new wire for new street light installation on Ashley Road.

Customer Service Requests												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1	17	0	0	1	2	5	7	4	4			41
Street Lights Repaired												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
3	0	1	8	34	4	7	10	4	1			72

Storm Sewers

1 Cleared debris from inlets while performing inspections.
2 Restored concrete at water/sewer excavations sites.
3 Ordered and delivered culvert pipe to 1145 Apricot for private replacement.

Feet of Storm Sewers Flushed												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1,972	2,465	1,104	126	0	0	0	0	0	0			5,667

Storm Structures Rebuilt/Repaired												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1	0	1	0	1	0	5	2	0	1			11

WATER OPERATIONS - Supervisor: Jeremy Jahnke

Operations Team

1 Coordinated T-5 cellular equipment switchover and project closeout.
2 Facilitated standby generator annual prevantative maintenance at all water and sanitary sewer lift station sites
3 Coordinated and assisted in SCADA security updates and upgrades.

Resident-Requested Water Quality Tests												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2	3	2	3	1	2	3	3	4	2			25

Sanitary Sewer Flow Management

1 Continued flushing and root cutting in the north parcels.
2 Applied microbe treatments at various lift stations to break down fats, oils, and grease.
3 Root cut and flushed sanitary sewers on restaurant list and quarterly trouble spots.

Sewer Lines Flushed (feet)												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
800	15,000	7,000	33,000	26,000	12,000	31,000	17,500	36,000	32,000			210,300

Sewer Mains CCTV Inspected (feet)												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
0	150	120	0	150	80	130	100	300	0			1,030

ACTIVE RIGHT-OF-WAY PERMITS

Location	Company/Contractor	Description of Work	Est. Start Date	Status
Beverly Road b/n Trillium and I-90	ComEd	Soil boring along Beverly Road in various locations.	11.1.2024	In Progress
2555 Hassell Road and 4680 Hoffman Boulevard	Flock Safety	Camera installations for Hoffman Estates PD.	10.15.2024	In Progress
Red Roof Inn, Pembroke	ComEd	Directional boring for vehicle charing station(s).	TBD	In Review
1655 Airdrie Lane	Nicor	Gas service installation to new home in Airdrie Estates.	4.15.2024	Complete
2925 S. Barrington Road	Comcast/Directional Construction	Running new fiber to building at this location.	4/25/2024	Site Meet Required
Ash Road and Higgins Road	ComEd	Ash Road streetlight pole replacement.	4/9/2024	In Progress
Bradley Lane and Batavia Lane	Nicor/NPL Construction	Gas line work coinciding with ongoing Village project.	4/1/2024	In Progress
2260 W Higgins Road	AT&T/Pirtano	Replace failing fiber line to building.	3/15/2024	Site Meet Required
Beverly Road - Beacon Point to I-90	MCI/Western Utility	Move handholes and lower fiber for Village bike path project.	TBD	In Review

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

SUBMITTED TO: PUBLIC WORKS & UTILITIES COMMITTEE
BY: Alan Wenderski, P.E. Director of Engineering

November 2024

VILLAGE PROJECT UPDATES

2024 Storm Sewer Rehabilitation
Contracts being executed and awaiting the scheduling of the preconstruction meeting.

2025 Storm Sewer – Illinois Boulevard and Grand Canyon Parkway
Alternative analysis technical memorandum submitted to staff and under review. Hey & Associates contracted for design engineering services.

2024 Street Revitalization – Contract 1 and 2
Contract 1: Work complete.
Contract 2: Work complete.

2025 Street Revitalization
Design ongoing.

925 Grand Canyon Parkway Basin
Living Waters Consultants is contracted to complete conceptual design and evaluate alternatives to address shoreline erosion concerns at this location. Concept plan has been completed and reviewed by staff. Grant application for IEPA Section 319 funding submitted on May 1.

Barrington Square Town Center Sanitary Sewer
Contracts being executed and awaiting the scheduling of the preconstruction meeting.

Beverly Road Path & Resurfacing (Beacon Pointe Drive – Prairie Stone Parkway) (STP-L funding)
Work substantially complete. Landscape restoration and planting ongoing. Civiltech contracted for construction engineering services.

Bridge Inspections
Agreement with Czaplicki Lopez for remainder of 2024 program management approved. Required 2024 inspections completed. Staff awaiting inspection reports.

Collector Street Lighting
All light installations are complete. Awaiting ComEd to schedule power connection for the system to be energized.

Floodplain Elevation Surveying Services
Elevation certificates are currently being revised per staff comments. V3 contracted for surveying services.

Gannon Drive (Golf Road – Higgins Road)
FHWA Local Coordination Meeting was held on June 4. Received IDOT Traffic Section Review Comments. Environmental Survey Request (ESR) review by IDOT ongoing. Completion of Phase 1 and design approval expected in January 2025. Funding for construction/construction engineering has been included in the Northwest Council of Mayors Proposed FFY 2025-2029 STP-L Program that was approved on April 29. Draft Project Development Report (PDR) submitted to IDOT for review. TranSystems contracted for Phase I engineering services.

Staff recommendation for award of Phase II engineering agreement scheduled for December Transportation & Road Improvement Committee.

Hassell Road STP Resurfacing (2025) (Fairway Court – Rosedale Lane)
Draft funding and construction engineering services agreement submitted to IDOT. Final plans are being prepared for IDOT submittal. Project scheduled for IDOT's March 2025 letting. Civiltech contracted for design engineering.

Hoffman Boulevard Bridge Deck Resurfacing
Design engineering contract was awarded to Civiltech. Kick-off meeting was held in September 2023. Staff submitted funding request to IDOT.

Huntington Boulevard Water Main Replacement (South of Lakewood Boulevard – Mundhank Road)
Bid opening held on November 4. Recommendation to award contract scheduled for November Public Works & Utilities Committee. HR Green contracted for design and construction engineering.

Jones Road STP Resurfacing (2026) (Highland Boulevard – IL 72)
Phase II engineering agreement approved in October 2024. Awaiting scheduling the kick-off meeting. Chastain & Associates contracted for design engineering.

NOW Arena Loading Dock Retaining Wall
Design kick-off meeting held on October 30. Design is ongoing with bidding expected in March 2025. Civiltech contracted for design engineering.

Village Hall Parking Lot Improvements
MWRD Green Infrastructure Partnership kick-off meeting was held on May 30. Review of draft IGA complete and comments sent to MWRD. Site survey work completed, and final design is ongoing. 30% plan submittal to MWRD completed at end of August. Staff completed review of 60% plan submittal. Hey & Associates preparing 90% plan submittal by the end of November. Construction will be required to be completed in 2025. Hey & Associates contracted for design engineering services.

COMMERCIAL PROJECT UPDATES

Advocate Outpatient Center – 4847 Hoffman Boulevard
Project complete. Awaiting completion of punch list items and revised record drawings.

Compass – 3333 Beverly Road
Demolition is ongoing. Mass grading permit issued. Staff reviewing site final engineering plans.

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

Site work for Substation complete. MWRD final inspection complete. Construction of underground electric between 2480 Pembroke substation and Microsoft substation is underway. Staff completed review of CHI06 building permit. Plans reviews ongoing for CHI07 site.

Roselle TIF Culvert Replacement
Work substantially complete. Staff reviewing record drawings for LOMR submittal to FEMA.

RESIDENTIAL PROJECT UPDATES

Bell Works Townhomes – SW Corner of Lakewood Boulevard & Huntington Boulevard
Site development permit preconstruction meeting held on September 6. Awaiting performance guarantee and payment of fees prior to site development permit issuance.

Seasons – SE Corner of IL 72 & Moon Lake Boulevard
Final inspection for site development permit complete but not approved. Punch list items are ongoing.

Walnut Pond Estates – NE Corner of Rohrssen Road & McDonough Road (Formerly Airdrie Estates)
Staff completed review of underground utility CCTV and awaiting response from comments. Several lots are under construction. Detention basin improvements complete, record drawing reviewed and approved by staff.

MISCELLANEOUS UPDATES

Personnel
Welcomed the start of Joshua Kasper, Civil Engineer I.

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

Project	Grant Funding	Status	Term
Batavia Ln Infrastructure Improvements	$250,000	Grant agreement fully executed	12/1/23 – 11/30/25
Huntington Blvd Water Main	$1,000,000	Grant agreement fully executed	7/1/23 – 6/30/25
Storm Sewer Improvements	$300,000	Village executed grant agreement	7/1/23 – 6/30/25
Flagstaff Lane Infrastructure Improvements	$300,000	Grant application submitted by staff	7/1/23 – 6/30/25
2023 Stormwater Improvements	$250,000	Grant application submitted by staff	TBD
Village Green Improvements	$250,000	Grant application being prepared by staff	TBD

Meetings and Training Attended
- IDOT T2 – MUTCD Update (October 29) – Andy LoBosco
- IDOT T2 – Permitting in the Floodplain (November 6) – Andy LoBosco
- Tensar Seminar (November 6) – Andy LoBosco, Jacob Cuthbert

- Ethics Training (November 12) – Various
- Ethics Training (November 14) – Various
- Traffic Engineering Expo (November 14) – Andy LoBosco, Jacob Cuthbert, Sonia Zala, Melanie Carollo
- Employee Wellness Committee (November 20) – Andy LoBosco

Engineering Site Plan Reviews
- Microsoft CHI07
- Compass
- Bell Works Apartments
- 1180/1190 Apple Street
- 1260 W Higgins Road

Floodplain Inquiries

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
2023	0	1	2	1	0	1	0	0	5	2	2	0	14
2024	0	0	0	0	0	0	2	0	0	1	**0**		**3**

Freedom of Information Requests

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
2023	1	0	2	0	0	0	0	0	0	0	1	0	4
2024	1	1	1	2	0	1	2	0	1	6	**0**		**15**

Permit Inspections

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
2023	58	15	22	32	26	45	53	44	54	100	72	56	577
2024	22	8	13	45	67	57	68	77	83	81	**47**		**568**

Permit Reviews

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
2023	5	11	15	27	41	37	22	49	36	32	12	13	300
2024	13	10	31	63	39	34	42	37	57	47	**34**		**407**

Residential Drainage Investigations

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
2023	1	0	5	25	13	2	4	1	4	2	0	0	57
2024	0	1	1	13	10	3	5	3	3	2	**0**		**41**