



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

May 5, 2025	Council Chambers	7:00 PM
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1. **CALL TO ORDER/ROLL CALL**
2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **PUBLIC COMMENT**
4. **APPROVAL OF MINUTES**
 - A. Village Board 04-21-25
5. **CONSENT AGENDA/OMNIBUS VOTE (Roll Call Vote)**

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

 - A. Approval of Agenda
 - B. Approval of the schedule of bills for 05-05-25- \$2,365,792.15.
 - C. Approval of an ordinance to amend FY 2024 Budget as a result of the completed financial audit.
 - D. Approval of an ordinance to permit Village work on State of Illinois rights-of-way.
 - E. Approval of an ordinance authorizing an intergovernmental agreement for participation in the Illinois Public Works Mutual Aid Network (IPWMAN).
 - F. Approval of design engineering agreement with Baxter & Woodman, Inc., of Chicago, IL for the Shoe Factory Road Water Main Replacement, in an amount not to exceed \$116,000.
 - G. Authorization to:
 - a. waive formal bidding (due to sole source/ item standardization); and
 - b. purchase twenty-four (24) sets of structural firefighting gear from Air One Equipment Inc. of South Elgin, IL, in an amount not to exceed \$88,320.00.
 - H. Authorization to:
 - a. waive formal bidding; and
 - b. purchase a Tennant floor scrubber from North American Corporation of Illinois, Glenview, IL (consortium pricing) in an amount not to exceed \$38,483.55.

- I. Authorization to approve Change Order #2 for construction services for Pfizer Lift Station improvements to Martam Construction Inc. of Elgin, IL, in an amount not to exceed \$12,266.32.
- J. Authorization to:
 - a. approve Change Order #1 to the existing order with Lindco Equipment, Merrillville, IN in an amount not to exceed \$20,000; and
 - b. grant the Village Manager authority to approve additional change orders in a total amount not to exceed \$10,000.
- K. Authorization to award a contract for Village Hall Window Replacements and Caulking to Fox Valley Glass Inc., Schaumburg, IL (lowest qualified bidder) in an amount not to exceed \$69,800.
- L. Authorization to award a contract for Police Facility Boiler Replacements to Advantage Mechanical Inc., McHenry, IL (lowest qualified bidder) in an amount not to exceed \$197,308.
- M. Authorization to award contract to A Lamp Concrete Contractors, Inc, of Schaumburg, IL for the Village Hall Parking Lot Improvements Project in an amount not to exceed \$2,059,673.

6. **REPORTS**

- A. President's Report
 - 1. Proclamation(s)
 - a. Public Service Recognition Week
 - b. Jewish American Heritage Month
 - c. National Poppy Day
- B. Trustee Comments
- C. Village Manager's Report
- D. Village Clerk's Report
- E. Committee Reports
 - 1. Transportation & Road Improvement
 - 2. Planning, Building & Zoning
 - 3. General Administration & Personnel

7. **ADDITIONAL BUSINESS**

8. **EXECUTIVE SESSION**

- A. Litigation (5 ILCS 120/2-(c)-(11))

B. Sale Or Lease Of Property (5 ILCS 120/2-(c)-(6))

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.

MEETING: **HOFFMAN ESTATES VILLAGE BOARD**
DATE: **APRIL 21, 2025**
PLACE: **COUNCIL CHAMBERS**
 MUNICIPAL BUILDING COMPLEX
 1900 HASSELL ROAD
 HOFFMAN ESTATES, ILLINOIS

1. CALL TO ORDER/ROLL CALL

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

Trustee Karen Mills attended electronically.

A quorum was present.

ADMINISTRATIVE PERSONNEL PRESENT

E. Palm, Village Manager
D. O'Malley, Deputy Village Manager
J. Pape, Assistant Village Manager
A. Janura, Corporation Counsel
K. Cawley, Chief of Police
A. Wax, Fire Chief
R. Musiala, Finance Director
P. Gugliotta, Development Services Director
J. Nebel, PW Director
P. Seger, HRM Director
M. Brito, Communications Manager
S. Kapur, Director of Building & Code Enforcement
R. Signorella, Multimedia Production Manager

2. PLEDGE OF ALLEGIANCE TO THE FLAG

The Pledge of Allegiance was led by Trustee Newell.

3. PUBLIC COMMENTS

No one wished to be recognized.

4. APPROVAL OF MINUTES

4.A. Approval of Minutes 04-07-2025

Motion by Trustee Stanton, seconded by Trustee Kinnane, to approve Item 4A.

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

4.B. Approval of Minutes 04-14-2025 Special

Motion by Trustee Arnet, seconded by Trustee Stanton, to approve Item 4B.

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

5. CONSENT AGENDA/OMNIBUS VOTE:

Mayor McLeod pulled all items from consent agenda.

5.A. Approval of Agenda

Motion by Trustee Kinnane, seconded by Trustee Arnet, to approve Item 5.A.

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

5.B. Approval of the schedule of bills for April 21, 2025 - \$6,484,458.54.

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

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

5.C. Approval of Ordinance #5161-2025 amending Municipal Code Section 6-2-1-HE-11-1302-A, Additional No Parking Streets and Area - 1960 Cheltenham Place.

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

Roll Call:

Aye: Newell, Pilafas, Stanton, Arnet, Kinnane

Nay:
Abstain: Mills
Mayor McLeod voted aye.

Motion carried.

5.D. Authorization to award a contract for construction observation of the Village Green concessions & restrooms project to Tria Architecture of Burr Ridge, IL, in an amount not to exceed \$98,500.

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

Roll Call:
Aye: Mills, Newell, Pilafas, Stanton, Arnet, Kinnane
Nay:
Mayor McLeod voted aye.

Motion carried.

5.E. Approval of Barrington Square Town Center TIF Reimbursement Request #9 in the amount of \$2,036,687.53.

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

Roll Call:
Aye: Mills, Newell, Pilafas, Stanton, Arnet, Kinnane
Nay:
Mayor McLeod voted aye.

Motion carried.

6. REPORTS

6.A. President's Report

1. Presentation(s)

a. Sophia Ball – Wrestling Champion/Hoffman Estates High School

Coach, Leo Clark introduced Sophia and commended her for her incredible State Champion Wrestling accomplishment. He stated she was also the first female state champion in Hoffman Estates High School history and 5th overall state champion in the school's history. Sophia is a hardworking and talented student-athlete. Mayor McLeod presented a Certificate of Achievement to Sophia. Coach Clark introduced Sophia's family and the Hoffman Estates High School Principal and Athletic Director. Mayor McLeod also presented Sophia with two State Champion placards. Sophia was congratulated by the Board.

2. Promotion(s)/Swearing(s)-In

- a. Firefighter Michael Clarke to Lieutenant

Firefighter Michael Clarke introduced his family, Mayor McLeod swore Firefighter Michael Clarke into the office of Lieutenant, Lieutenant Michael Clarke was congratulated by the Board.

3. **Proclamation(s)**

- a. Building Safety Month

Trustee Stanton read the proclamation.

Motion by Trustee Stanton, seconded by Trustee Arnet, to concur with the proclamation proclaiming May 2025 as Building Safety Month.

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

Director of Building and Code Enforcement, Sanyo Kapur, accepted the proclamation.

4. **Board & Commission Appointment(s)/Reappointment(s)/Resignations(s)**

- a. Motion by Trustee Arnet, seconded by Trustee Stanton, to accept the appointment of Connor Schwarz to the Commission for Senior Citizens, term ending 4/30/2027.

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried

- b. Motion by Trustee Arnet, seconded by Trustee Stanton, to accept the appointment of Karrie Miletic to the Arts Commission, Cultural Awareness Commission, and 4th of July Commission, term ending 4/30/2027.

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried

Mayor McLeod attended several meetings and events including an RTA meeting, a Northwest Municipal Conference Legislative Committee meeting, the Senior Commission Luncheon, Wine Wednesday at Chili's, a Northwest Municipal Conference Board of Directors meeting, the

Edward Jones Ribbon Cutting, Coffee with the Board, and the Promotion Ceremony for Lieutenant Mike Clarke.

6.B. Trustee Comments

Trustee Mills extended her congratulations to Lieutenant Mike Clarke, and she also congratulated Sophia Ball from Hoffman Estates High School.

Trustee Pilafas attended several discussions and meetings including several Hoffman Foundation Golf Outing meetings, a Platzkonzert meeting, an Emerging Technologies meeting, and an Arts Commission meeting. He also extended his congratulations to Lieutenant Mike Clarke and to Sophia Ball.

Trustee Newell attended the Sister Cities presentation of French soccer team, a Sustainability Commission meeting, Citizens Fire Academy, the Senior Commission Luncheon, Coffee with the Board, and the Bunny Hunts with the Hoffman Estates Park District. She congratulated Lieutenant Mike Clarke and State Wrestling Champion, Sophia Ball.

Trustee Kinnane attended a Knights of Columbus business meeting and the Senior Commission Luncheon. He also enjoyed a tour of the MABAS headquarters with Chief Wax and he continued with his volunteer work with the missions and food pantries in the city.

Trustee Arnet attended Coffee with the Board and the Bunny Hunts with the Hoffman Estates Park District. She expressed her condolences to the Sofourt family. She also congratulated Lieutenant Mike Clarke and State Wrestling Champion, Sophia Ball.

Trustee Stanton attended the Senior Commission Luncheon, Coffee with the Board, and the Promotion Ceremony for Lieutenant Mike Clarke. He extended his congratulations to Sophia Ball.

6.C. Village Manager's Report

The Village Manager had no report.

6.D. Village Clerk's Report

The Village Clerk stated that during the month of March, 38 passports were processed and 273 FOIA requests were responded to.

6.E. Committee Reports

1. Public Health & Safety

Trustee Pilafas stated that they would be meeting to discuss authorization to waive formal bidding (due to sole source/item standardization) and purchase twenty-four (24) sets of structural firefighting gear from Air One Equipment Inc. of South Elgin, IL, in an amount not to exceed \$88,320.00; and to receive and file the Police Department Monthly Report,

the Health & Human Services Monthly Report, the Emergency Management Coordinator Monthly Report, and the Fire Department Monthly Report.

2. Finance

Trustee Pilafas stated that they would be meeting to discuss authorization to waive formal bidding and purchase a Tennant floor scrubber from North American Corporation of Illinois, Glenview, IL (consortium pricing) in an amount not to exceed \$38,483.55; approval of an ordinance to amend FY 2024 Budget as a result of the completed financial audit; and to receive and file the Finance Department Monthly Report, the Information Technology Department Monthly Report, and the NOW Arena Monthly Report.

3. Public Works & Utilities

Trustee Newell stated that they would be meeting to discuss approval of an ordinance to permit Village work on State of Illinois rights-of-way; approval of an ordinance authorizing an intergovernmental agreement for participation in the Illinois Public Works Mutual Aid Network (IPWMAN); approval of design engineering agreement with Baxter & Woodman, Inc., of Chicago, IL for the Shoe Factory Road Water Main Replacement, in an amount not to exceed \$116,000; authorization to approve Change Order #2 for construction services for Pfizer Lift Station improvements to Martam Construction Inc. of Elgin, IL, in an amount not to exceed \$12,266.32; authorization to approve Change Order #1 to the existing order with Lindco Equipment, Merrillville, IN in an amount not to exceed \$20,000 and grant the Village Manager authority to approve additional change orders in a total amount not to exceed \$10,000; authorization to award a contract for Village Hall Window Replacements and Caulking to Fox Valley Glass Inc., Schaumburg, IL (lowest qualified bidder) in an amount not to exceed \$69,800; authorization to award a contract for Police Facility Boiler Replacements to Advantage Mechanical Inc., McHenry, IL (lowest qualified bidder) in an amount not to exceed \$197,308; authorization to award contract to A Lamp Concrete Contractors, Inc, of Schaumburg, IL for the Village Hall Parking Lot Improvements Project in an amount not to exceed \$2,059,673; and to receive and file the Department of Public Works Monthly Report and the Engineering Division Monthly Report.

6.F. Treasurer's Reports

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

7. ADDITIONAL BUSINESS

There was no additional business.

8. ADJOURNMENT

Motion by Trustee Stanton, seconded by Trustee Arnet, to adjourn the meeting. Time: 7:33 p.m.

Roll Call:

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

Nay:

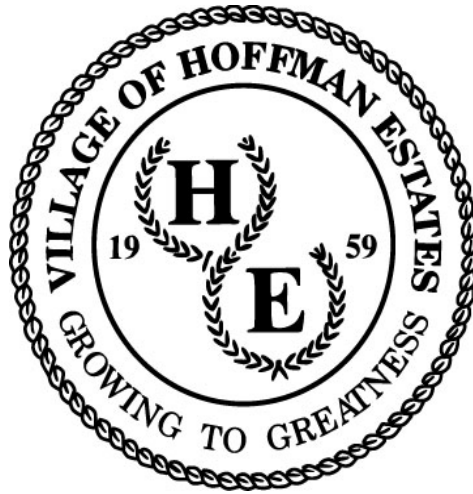
Mayor McLeod voted aye.

Motion carried.

Patty Richter
Village Clerk

Date Approved

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



BILL LIST SUMMARY

BILL LIST AS OF	05/05/2025	\$	597,588.16
MANUAL CHECKS	04/18/2025 - 05/01/2025	\$	86,597.97
PAYROLL	05/01 & 05/02/2025	\$	1,681,606.02
TOTAL			\$ 2,365,792.15

VILLAGE OF HOFFMAN ESTATES

MAY 5, 2025

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
GENERAL FUND			
01 0301	DEDICATED GRAPHICS, INC	10,000 NON-WINDOWED ENVELOPES	\$604.80
01 0301	DEDICATED GRAPHICS, INC	15,000 WINDOWED ENVELOPES	\$1,175.85
01 0301	DEDICATED GRAPHICS, INC	SHIPPING COSTS FOR WINDOW	\$100.00
01 0301	GARVEY'S OFFICE PRODUCTS INC	OFFICE SUPPLIES	\$429.96
01 0302	ACME TRUCK BRAKE & SUPPLY CO.	STOCK REPAIR PARTS	\$49.98
01 0302	ADVANCE AUTO PARTS	STOCK REPAIR PARTS	\$142.94
01 0302	ADVANCE AUTO PARTS	STOCK REPAIR PARTS	\$370.78
01 0302	CAR-ONE TIRE AND AUTO	STOCK REPAIR PARTS	\$1,168.00
01 0302	CAR-ONE TIRE AND AUTO	VEHICLE TIRES	\$1,223.12
01 0302	FACTORY MOTOR PARTS CO	STOCK REPAIR PARTS	\$278.78
01 0302	FRIENDLY FORD	STOCK REPAIR PARTS	\$17.00
01 0302	LEACH ENTERPRISES INC	STOCK REPAIR PARTS	\$46.00
01 0302	POMP'S TIRE	STOCK REPAIR PARTS	\$1,171.00
01 0303	PROVEN IT	COPIER SERVICES	\$798.25
CASH AND INVENTORIES			\$7,576.46
01 1106	MAIN EVENT ENTERTAINMENT LP	AMUSEMENT TAX FY 2023/2024	\$33,531.20
01 1408	JOANMARIE WERMES	RESIDENT RACCOON REMOVAL	\$250.00
01 1442	J.G. UNIFORMS, INC.	UNIFORMS	\$24.00
01 1442	MILWAUKEE POLICE DEPARTMENT	MPD CADET COMPETITION	\$220.00
01 1445	CANDIDA MACHUCA	TICKET OVERPAYMENT REFUND	\$40.00
01 1458	INTOXIMETERS INC	VARIOUS SUPPLIES	\$996.00
PAYMENTS FROM DEPOSITS ON HAND			\$35,061.20
01000014 3502	MATTHEW TOLWINSKI	2 PD TICKETS OVERPMNT REFUND	\$140.00
GENERAL-REVENUE ACCOUNTS			\$140.00
01101124 4504	NORTHWEST HISPANIC CHAMBER COMMERCE	MEMBERSHIP FEE	\$500.00
LEGISLATIVE			\$500.00
01101222 4303	MORRISON ASSOCIATES LTD	JAN-DEC'25 MONTHLY MEETINGS	\$1,500.00
01101224 4542	BAXTER & WOODMAN, INC.	GIS SUPPORT SERVICES	\$1,232.50
ADMINISTRATIVE			\$2,732.50
01101324 4542	ARTHUR L JANURA JR	PROFESS SERVICES - APR'25	\$12,000.00
01101324 4542	RICHARD A KAVITT ATTORNEY AT LAW	PROFESSIONAL SERVICES	\$1,800.00
01101324 4567	FRANCZEK PC	PROFESSIONAL SERVICES	\$152.50
LEGAL			\$13,952.50
01101524 4546	PADDOCK PUBLICATIONS INC	BID NOTICES	\$213.30
VILLAGE CLERK			\$213.30
01101623 4416	PROVEN IT	COPIER SERVICES	\$69.92
01101624 4580	EMPLOYMENT SCREENING ALLIANCE GROUP	CRIMINAL/ MOTOR VEHICLE	\$195.00
HUMAN RESOURCES			\$264.92

VILLAGE OF HOFFMAN ESTATES

MAY 5, 2025

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
01102524 4507	MECO CONSULTING GROUP, LLC	MAY/JUN CITIZEN NEWLETTER	\$2,400.00
COMMUNICATIONS			\$2,400.00
01107124 4542	COMCAST BUSINESS	INTERNET SERVICES	\$42.84
EMERGENCY OPERATIONS			\$42.84
TOTAL GENERAL GOVERNMENT DEPARTMENT			\$20,106.06
POLICE DEPARTMENT			
01201223 4414	ACTION LOCK & KEY, INC	BEST KEY	\$18.00
01201223 4416	PROVEN IT	COPIER SERVICES	\$494.38
01201223 4422	JOHN J SCOTILLO	PROFESSIONAL SERVICES	\$600.00
01201223 4422	PAMELA G KARAHALIOS	PROFESSIONAL SERVICES	\$1,150.00
01201224 4507	MORIZZO FUNERAL HOME & CREMATION	PROFESSIONAL SERVICES	\$275.00
ADMINISTRATIVE			\$2,537.38
01202122 4301	EMBLEM ENTERPRISES, INC.	500 ADMIN PATCHES	\$243.72
01202122 4301	ILLINOIS TOLLWAY	INDIANA TOLL ROAD FEE	\$53.55
01202122 4301	INT'L ASSOC OF CHIEFS OF POLICE	CONFERENCE - JAMES THOMAS	\$770.00
01202122 4301	JAMES THOMAS	PER DIEM CONFERENCE MEALS REIM	\$177.00
01202122 4304	EMBLEM ENTERPRISES, INC.	500 ADMIN PATCHES	\$600.00
01202123 4403	MINUTEMAN PRESS	BUSINESS CARDS	\$68.88
01202123 4407	LAW ENFORCEMENTS TARGETS INC	100 PACK OF BAC-8-100	\$179.99
01202124 4507	CUSTOM DIRECT, INC.	VOHE PD BADGE DESIGN	\$1,750.00
01202124 4542	VESTIS FIRST AID	VARIOUS SUPPLIES	\$199.78
PATROL & RESPONSE			\$4,042.92
01202222 4301	NORTHWESTERN UNIV CTR PUBLIC SAFETY	TRAFFIC CRASH RECONSTRUCTION	\$2,700.00
01202222 4301	NORTHWESTERN UNIV CTR PUBLIC SAFETY	VEHICLE DYNAMICS - OFC. SLAGER	\$1,050.00
01202223 4408	LASER TECHNOLOGY INC.	TRUSPEED SX BT	\$1,975.00
TRAFFIC CONTROL			\$5,725.00
01202322 4301	NATALY CORREA	PER DIEM CONFERENCE MEALS REIME	\$326.97
01202323 4403	MINUTEMAN PRESS	BUSINESS CARDS	\$68.88
01202323 4414	T-MOBILE USA INC	TOWER & AREA DUMP	\$200.00
01202323 4414	T-MOBILE USA INC	TOWER DUMP	\$50.00
01202324 4542	CELLEBRITE INC	EACH PREMIUM AS A SERVICE CORE	\$11,600.00
01202324 4542	CELLEBRITE INC	UFED 4PC ULTIMATE SUBSCRIPTION	\$7,250.00
INVESTIGATIONS			\$19,495.85
01202624 4507	GOLF ROSE ANIMAL HOSPITAL	CANINE CARE	\$720.20
CANINE			\$720.20
01202922 4304	J.G. UNIFORMS, INC.	UNIFORMS	\$1,504.50
ADMINISTRATIVE SERVICES			\$1,504.50
TOTAL POLICE DEPARTMENT			\$34,025.85

VILLAGE OF HOFFMAN ESTATES

MAY 5, 2025

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
FIRE DEPARTMENT			
01301223 4414	MINUTEMAN PRESS	BUSINESS CARDS	\$28.12
01301223 4416	PROVEN IT	COPIER SERVICES	\$40.40
ADMINISTRATIVE			\$68.52
01303122 4301.19	NIPSTA	SPRING SESSION - E. ABRAHAMIAN	\$1,300.00
01303122 4301.19	NIPSTA	SPRING SESSION - M. CLARKE	\$1,595.00
01303122 4301.19	ROMEOVILLE FIRE ACADEMY	ROPE OPERATIONS - T. MCINTYRE	\$900.00
01303122 4304	TODAYS UNIFORMS	UNIFORMS	\$717.50
01303123 4408.13	AIR ONE EQUIPMENT INC	STREAMLIGHT	\$139.00
01303124 4542.13	FOX VALLEY FIRE & SAFETY CO	SERVICE CALLS	\$95.00
01303124 4542.15	NORTHWEST CENTRAL DISPATCH SYSTEM	WAVE DEVICES	\$48.00
SUPPRESSION			\$4,794.50
01303222 4301	JEFF NORTHRUP	PARAMEDIC RENEWAL FEE	\$41.00
01303222 4301	KEVIN ARENDT	PARAMEDIC RENEWAL FEE	\$41.00
01303222 4301	KYLE CIOPER	PARAMEDIC RENEWAL FEE	\$41.00
01303222 4301	PATRICK CLARKE	PARAMEDIC RENEWAL FEE	\$41.00
01303222 4301	RICHARD ANDERSON	PARAMEDIC RENEWAL FEE	\$41.00
01303222 4301	RYAN BEBE	PARAMEDIC RENEWAL FEE	\$41.00
01303223 4419	CAMBRIDGE SENSORS USA, LLC	CONTROL SOLUTION	\$164.25
01303223 4419	CAMBRIDGE SENSORS USA, LLC	PRO TEST STRIPS	\$165.00
01303223 4419	MR ACE LLC	VARIOUS SUPPLIES	\$43.98
EMERGENCY MEDICAL SERVICES			\$619.23
01303322 4301	CRAIG SOLICK	STATION 24 - TRAINING REIM	\$82.45
01303324 4507	JOHNSON CONTROLS SECURITY SOLUTIONS	PROFESSIONAL SERVICES	\$2,503.56
PREVENTION			\$2,586.01
01303525 4602	MR ACE LLC	VARIOUS SUPPLIES	\$6.59
FIRE STATIONS			\$6.59
TOTAL FIRE DEPARTMENT			\$8,074.85
PUBLIC WORKS			
01401222 4304	TITAN IMAGE GROUP INC	T-SHIRTS /43 PC	\$430.10
ADMINISTRATIVE			\$430.10
01404122 4301	NICHOLAS LACKOWSKI	APWA CONFERENCE TRAVEL REIMB	\$298.00
SNOW & ICE REMOVAL			\$298.00
01404224 4502	COMMONWEALTH EDISON	ELECTRIC TRAFFIC SIGNAL	\$12,582.54
01404224 4521	BUILDERS PAVING, LLC	HMA PRIVATE SURFACE	\$758.34

VILLAGE OF HOFFMAN ESTATES

MAY 5, 2025

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
01404224 4544	GRIMCO INC	VARIOUS SUPPLIES	\$510.00
TRAFFIC OPERATIONS			\$13,850.88

01404323 4408	MENARDS - HNVR PARK	VARIOUS SUPPLIES	\$49.98
01404323 4414	MENARDS - HNVR PARK	VARIOUS SUPPLIES	\$37.92
01404324 4507	V CARDENAS LANDSCAPING	2025 LANDSCAPE SERVICES	\$2,744.43
01404324 4537	MENARDS - HNVR PARK	VARIOUS SUPPLIES	\$195.79
01404324 4545	ARLINGTON POWER EQUIPMENT	REPAIR PARTS	\$13.98
01404325 4610	CENTRAL TREE & LANDSCAPE MULCH LLC	DOUBLE GROUND MULCH PRODUCT	\$1,280.00
01404325 4610	LAKE STATES EVERGREEN COMPANY, LLC	BAG & TAG TREE	\$451.67
01404325 4610	MENARDS - HNVR PARK	VARIOUS SUPPLIES	\$51.60
FORESTRY			\$4,825.37

01404424 4503	NICOR GAS	GAS 1900 HASSELL RD	\$58.45
01404424 4503	NICOR GAS	GAS 411 W HIGGINS RD	\$1,281.68
01404424 4503	NICOR GAS	GAS 5775 BEACON POINTE	\$775.09
01404424 4507	SOUND INC.	ANNUAL BRIVO HOSTING FEES	\$1,019.41
01404424 4507	TIGER ELECTRIC CORP	REPAIR SERVICE	\$685.00
01404424 4510	ACTION LOCK & KEY, INC	BEST KEY	\$60.00
01404424 4510	ADVANTAGE MECHANICAL INC.	REPAIR SERVICE	\$636.00
01404424 4510	FILTERBUY, INC	DELIVER 45 FILTERS TO VILLAGE HALL	\$2,925.00
01404424 4510	FILTERBUY, INC	VARIOUS SUPPLIES	\$225.90
01404424 4510	H2O WATERWALLS INC	WATER WALL SERVICE LABOR	\$1,860.00
01404424 4510	H-O-H WATER TECHNOLOGY INC	C-7401, 15 GALLON DRUM	\$1,401.82
01404424 4510	MENARDS - HNVR PARK	VARIOUS SUPPLIES	\$84.98
01404424 4510	MR ACE LLC	VARIOUS SUPPLIES	\$53.94
01404424 4510	NEUCO INC	REPAIR PARTS	\$2,233.12
01404424 4510	THE SHERWIN-WILLIAMS CO	PAINT SUPPLIES	\$226.71
01404424 4510	TIGER ELECTRIC CORP	REPAIR SERVICE	\$3,283.17
01404424 4510	WEBMARC DOORS	DOOR REPAIR SERVICE	\$266.85
01404424 4516	ECO CLEAN MAINTENANCE INC	VILLAGE HALL	\$3,602.00
01404424 4516	WOLF ELECTRIC SUPPLY CO	REPAIR PARTS	\$224.76
01404424 4517	ECO CLEAN MAINTENANCE INC	POLICE DEPARTMENT	\$1,905.00
01404424 4518	CINTAS #22	FLOOR MAT RENTAL AND CLEAN	\$89.42
01404424 4518	FOX VALLEY FIRE & SAFETY CO	REPAIR SERVICE	\$116.50
01404424 4518	MIDWEST ENVIRONMENTAL CONSULTING	PERFORM MOLD TESTING/ FIRE STAT.	\$4,800.00
01404424 4518	MR ACE LLC	VARIOUS SUPPLIES	\$15.98
01404424 4518	SOUND INC.	ANNUAL BRIVO HOSTING FEES	\$156.80
01404424 4520	ECO CLEAN MAINTENANCE INC	PWC & VEHICLE MAINTENANCE	\$1,600.00
01404424 4542	BALANCED ENVIRONMENTS INC	VILLAGE GREEN TENT INSTALLATION	\$2,678.00
FACILITIES			\$32,265.58

01404522 4304	CINTAS #22	UNIFORM AND MAT RENTAL	\$196.93
01404522 4304	JORDAN OSKWAREK	BOOT ALLOWANCE	\$125.00
01404523 4408	JORDAN OSKWAREK	TOOL ALLOWANCE	\$775.00
01404523 4411	AL WARREN OIL CO INC	FUEL BIO-DIESEL	\$3,213.00
01404523 4411	AL WARREN OIL CO INC	REGULAR FUEL	\$15,018.86
01404523 4414	AMAZON CAPITAL SERVICES INC	10 BOXES NITRILE GLOVES	\$377.98
01404523 4414	AMAZON CAPITAL SERVICES INC	HEAVY-DUTY CASTERS	\$101.26
01404523 4414	AMAZON CAPITAL SERVICES INC	USB CHARGING CORD	\$9.98
01404523 4414	CTW INC.	VARIOUS SUPPLIES	\$39.98
01404524 4507	PRECISE MRM LLC	5MB FLAT DATA PLAN	\$308.00

VILLAGE OF HOFFMAN ESTATES

MAY 5, 2025

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
01404524 4510	AMAZON CAPITAL SERVICES INC	PRESSURE GAUGE W/4 SCALES	\$284.20
01404524 4510	AMAZON CAPITAL SERVICES INC	TIRE AIR PRESSURE GAUGE	\$45.84
01404524 4510	MYERS TIRE SUPPLY	VARIOUS SUPPLIES	\$216.37
01404524 4510	STANDARD EQUIPMENT CO	REPAIR SERVICE	\$1,000.00
01404524 4513	ADVANCE AUTO PARTS	REPAIR PARTS	\$17.54
01404524 4513	BRAD MANNING FORD INC	REPAIR PARTS	\$590.29
01404524 4513	CAR-ONE TIRE AND AUTO	TIRE DISPOSAL FEE	\$32.00
01404524 4513	FRIENDLY FORD	REPAIR PARTS	\$254.84
01404524 4513	INTERSTATE BATTERIES-NORTH CHICAGO	REPAIR PARTS	\$209.57
01404524 4513	MEINEKE	REPAIR SERVICE	\$568.95
01404524 4513	ULTRA STROBE COMMUNICATIONS	VARIOUS SUPPLIES	\$1,386.79
01404524 4514	ACME TRUCK BRAKE & SUPPLY CO.	REPAIR PARTS	\$1,391.56
01404524 4514	ADVANCE AUTO PARTS	RTN REPAIR PARTS	(\$78.94)
01404524 4514	AEC FIRE-SAFETY & SECURITY INC	REPAIR PARTS	\$858.85
01404524 4514	BRAD MANNING FORD INC	REPAIR PARTS	\$1,336.60
01404524 4514	CAR-ONE TIRE AND AUTO	TIRE DISPOSAL FEE	\$16.00
01404524 4514	FRIENDLY FORD	REPAIR PARTS	\$49.50
01404524 4514	MCMaster CARR SUPPLY CO	REPAIR PARTS	\$64.82
01404524 4514	POMP'S TIRE	315/80R22.5 M870 TIRES	\$3,920.00
01404524 4514	POMP'S TIRE	TIRE USER FEE-IL	\$20.00
01404524 4514	RUSH TRUCK CENTER OF ILLINOIS, INC	REPAIR PARTS	\$510.00
01404524 4514	SARGENTS EQUIPMENT & REPAIR SERVICE	REPAIR PARTS	\$950.64
01404524 4514	SPRING ALIGN OF PALATINE	REPLACE FRONT & REAR SPRINGS	\$3,891.96
01404524 4514	ULTRA STROBE COMMUNICATIONS	VARIOUS SUPPLIES	\$394.62
01404524 4534	ADVANCE AUTO PARTS	REPAIR PARTS	\$422.17
01404524 4534	FRIENDLY FORD	REPAIR PARTS	\$249.60
01404524 4534	INTERSTATE BATTERIES-NORTH CHICAGO	REPAIR PARTS	\$128.75
01404524 4534	POMP'S TIRE	REPAIR PARTS	\$51.92
01404524 4534	ULTRA STROBE COMMUNICATIONS	VARIOUS SUPPLIES	\$859.80
FLEET SERVICES			\$39,810.23

01404724 4522	WELCH BROS INC	REPAIR PARTS	\$356.00
STORM SEWERS			\$356.00

TOTAL PUBLIC WORKS DEPARTMENT	\$91,836.16
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DEVELOPMENT SERVICES

01505024 4542	AMERICAN TAXI DISPATCH INC	87 TRIPS @ \$7 + ADMIN FEE	\$669.90
01505024 4546	PADDOCK PUBLICATIONS INC	PUBLIC HEARINGS	\$37.80
PLANNING AND TRANSPORTATION			\$707.70

01505124 4507	THOMPSON ELEVATOR INSPECTION INC	ELEVATOR INSPECTIONS	\$1,160.00
CODE ENFORCEMENT			\$1,160.00

VILLAGE OF HOFFMAN ESTATES

MAY 5, 2025

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
01505222 4304	BLINK TEES LLC	UNIFORM WEAR	\$268.92
01505224 4510	COOK COUNTY TREASURER	ANNUAL TRAFFIC SIGNAL MAINTENAN	\$2,349.35
01505225 4602	TOPCON SOLUTIONS INC	SOFTWARE RENEWAL	\$815.00
ENGINEERING			\$3,433.27

01505923 4403	MINUTEMAN PRESS	BUSINESS CARDS	\$98.26
01505923 4414	A & A CUSTOM SHIRTS	APPAREL	\$240.00
01505923 4414	THE FINER LINE	PACKAGING & SHIPPING FEE	\$16.34
ECONOMIC DEVELOPMENT			\$354.60

TOTAL DEVELOPMENT SERVICES DEPARTMENT			\$5,655.57
--	--	--	-------------------

HEALTH & HUMAN SERVICES DEPARTMENT

01556523 4413	SENSOSCIENTIFIC INC	ANNUAL CLOUD SUPPORT	\$427.50
01556523 4416	PROVEN IT	COPIER SERVICES	\$112.28
01556524 4507	LEADSQUARED INC	PROFESSIONAL SERVICES	\$10,848.60
01556524 4507.1	STAR SOUND BATHS LLC	GRANT - MAY MOTHER'S TEA EVENT	\$500.00
TOTAL HEALTH & HUMAN SERVICES DEPARTMENT			\$11,888.38

BOARDS & COMMISSIONS DEPARTMENT

01605824 4555	JEFFREY HOWARD	SISTER CITIES REIMB	\$623.74
01605824 4555	JILL WOOD/NAATZ	SISTER CITIES REIMB	\$437.08
01605824 4555	LILLIAN MOSIER	SISTER CITIES REIMB	\$122.63
01605824 4555	MINUTEMAN PRESS	12 SHIRTS PURCHASE	\$240.00
01605824 4555	ROBIN JACOBI	SISTER CITIES REIMB	\$334.24
01605824 4578	PLUM GROVE PRINTERS INC	BLADE LITE W/GRAPHIC CASE	\$231.54
MISCELLANEOUS B & C			\$1,989.23

TOTAL BOARDS & COMMISSIONS DEPARTMENT			\$1,989.23
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TOTAL GENERAL FUND			\$216,353.76
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ASSET SEIZURE FUND

08200824 4542	DIRECT FITNESS SOLUTIONS	PREVENTATIVE MAINTENANCE	\$275.00
TOTAL ASSET SEIZURE FUND			\$275.00

ROAD IMPROVEMENT FUND

29000025 4606	ALAMP CONCRETE CONTRACTORS,INC.	2024 STREET REVITALIZATION	\$37,046.02
29000025 4610	HEY AND ASSOCIATES INC	VILLAGE HALL PARKING LOT	\$15,545.00
TOTAL ROAD IMPROVEMENT FUND			\$52,591.02

CAPITAL IMPROVEMENTS FUND

36000025 4604	ADVANTAGE MECHANICAL INC.	VILLAGE H.- CHILLER REPLACEMENT	\$40,540.00
TOTAL CAPITAL IMPROVEMENTS FUND			\$40,540.00

VILLAGE OF HOFFMAN ESTATES

MAY 5, 2025

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
CAPITAL VEHICLE AND EQUIPMENT FUND			
37000025 4603	EBY GRAPHICS	VEHICLE GRAPHIC	\$4,856.92
37000025 4603	FRIENDLY FORD	FC08 FORD F350 CREW CAB 4	\$57,464.00
37000025 4603	FRIENDLY FORD	UNIT 44 FORD F550 REG CAB	\$0.03
37000025 4603	ULTRA STROBE COMMUNICATIONS	VARIOUS SUPPLIES	\$687.62
37000025 4603	ULTRA STROBE COMMUNICATIONS	WHELEN LIBERTY II LIGHTBAR 48'	\$4,940.00
TOTAL CAPITAL VEHICLE AND EQUIPMENT FUND			\$67,948.57
WATERWORKS AND SEWERAGE FUND			
40400013 3425	ADARSH AWASTHI	UB DUPLICATE PAYMENT REFUND	\$134.71
40400013 3425	FISERV/BASTOGNE	RETURN OF REJECTED UB	\$246.28
WATER REFUND			\$380.99
40406722 4301	JOSEPH NEBEL	CONFERENCE TRAVEL REIMB	\$268.20
40406722 4301	RYAN CHRISTENSEN	CONFERENCE TRAVEL REIMB	\$281.20
40406723 4420	TEST GAUGE INC	REPAIR PARTS	\$384.02
40406724 4503	NICOR GAS	GAS 1775 ABBEYWOOD LN	\$170.35
40406724 4503	NICOR GAS	GAS 2550 PRAIRIE STONE	\$54.91
40406724 4503	NICOR GAS	GAS 95 ASTER LN	\$426.21
40406724 4507	BAXTER & WOODMAN, INC.	ON-CALL WATER MODEL ASSISTANCE	\$1,880.00
40406724 4507	PRECISE MRM LLC	5MB FLAT DATA PLAN	\$32.00
40406724 4507	SOUND INC.	ANNUAL BRIVO HOSTING FEES	\$392.12
40406724 4507	WATER SERVICES CO.	LEAK DETECTION, EMERGENCY CALL	\$350.00
40406724 4528	UNDERGROUND PIPE & VALVE CO	REPAIR PARTS	\$938.00
40406724 4529	BEVERLY MATERIALS, L.L.C.	CA7 CRUSHED	\$773.20
40406724 4529	BEVERLY MATERIALS, L.L.C.	CLEAN FILL-SEMI	\$735.00
40406724 4529	GREEN SOILS MANAGEMENT LLC	PREMIUM COMPOST	\$170.00
40406724 4529	ZIEBELL WATER SERVICE	REPAIR PARTS	\$1,160.00
40406724 4585	AMAZON CAPITAL SERVICES INC	RECEIVER TUBE ADAPTER	\$52.17
WATER DIVISION			\$8,067.38
40406824 4502	COMMONWEALTH EDISON	ELECTRIC 2090 CENTRAL RD	\$126.35
40406824 4507	CONCENTRIC INTEGRATION	SUPPORT FOR SCADA	\$487.50
40406824 4507	CONCENTRIC INTEGRATION	TIME & MATERIALS SUPPORT	\$4,892.19
40406824 4530	BUILDERS PAVING, LLC	HMA PRIVATE SURFACE	\$790.02
40406824 4530	OZINGA READY MIX, CONCRETE INC	CONCRETE	\$838.75
SEWER DIVISION			\$7,134.81
40407325 4608	CIORBA GROUP, INC.	NEW PFIZER LIFT CONSTRUCTION	\$17,680.00
40407325 4608	XYLEM WATER SOLUTIONS U.S.A. INC.	WDA LIFT STATION REPLACEMENT	\$83,295.50
CAPITAL PROJECTS			\$100,975.50
TOTAL WATERWORKS AND SEWERAGE FUND			\$116,558.68
NOW ARENA OPERATING FUND			
41000024 4510	PROVEN IT	COPIER SERVICES	\$183.33
TOTAL NOW ARENA OPERATING FUND			\$183.33

VILLAGE OF HOFFMAN ESTATES

MAY 5, 2025

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
STORMWATER MANAGEMENT FUND			
42000025 4613	BAXTER & WOODMAN,INC.	NOGALES STREET STORM SEWER	\$1,676.75
TOTAL STORMWATER MANAGEMENT			\$1,676.75
INSURANCE FUND			
46 1101	SCOTT LAWRENCE	SICK INCENTIVE REIMB	\$129.49
RISK RETENTION			\$129.49
46700024 4552	FORREST AUTO BODY	VEHICLE REPAIRS	\$1,801.67
46700024 4579	PHYSICIANS IMMEDIATE CARE CHICAGO	FITNESS FOR DUTY EXAM	\$1,575.00
RISK RETENTION			\$3,376.67
TOTAL INSURANCE FUND			\$3,506.16
INFORMATION TECHNOLOGY FUND			
47001224 4501	CARASOFT TECHNOLOGY CORP	ZOOM PHONES USAGE	\$46.78
ADMINISTRATIVE			\$46.78
47008524 4507	PLANTE & MORAN PLLC	ERP IMPLEMENTATION - PLAN	\$9,350.00
47008524 4507	SERVERCENTRAL LLC	CLOUD STORAGE	\$600.00
47008524 4507	TECHNO CONSULTING INC	N-ABLE, COVE 365, HELP DE	\$3,498.65
47008524 4510	SCIENTEL SOLUTIONS LLC	FORTINET 600E 6 MO	\$8,755.15
47008524 4542	SCIENTEL SOLUTIONS LLC	FORTINET SWITCHES AND ROUTERS	\$19,749.87
47008524 4542	SCIENTEL SOLUTIONS LLC	T&M NETWORK DISCOVERY	\$700.00
47008524 4542	SENTINEL TECHNOLOGIES INC	IS SECURITY AUDIT	\$4,471.80
47008524 4542	SENTINEL TECHNOLOGIES INC	IT SECURITY AUDIT	\$36,091.60
47008525 4602	CDW-GOVERNMENT INC	NAS SOLUTION	\$4,406.92
OPERATIONS			\$87,623.99
47008625 4602	DELL MARKETING LP	DELL LAPTOPS	\$10,284.12
CAPITAL ASSETS			\$10,284.12
TOTAL INFORMATION TECHNOLOGY FUND			\$97,954.89
BILL LIST TOTAL			\$597,588.16

SUPERION
DATE: 05/01/2025
TIME: 09:19:27

VILLAGE OF HOFFMAN ESTATES
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1
ACCTPA21

SELECTION CRITERIA: transact.t_c='20' and transact.trans_date between '20250418 00:00:00.000' and '20250501 00:00:00.000'
ACCOUNTING PERIOD: 5/25

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
0102	138489	V 03/18/25	11360	ILL.OFFICE STATE FIRE MA	01404424	CERTIFICATE FEE - BOIL	0.00	-70.00
0102	138489	V 03/18/25	11360	ILL.OFFICE STATE FIRE MA	01404424	CERTIFCATE FEE - BOILE	0.00	-140.00
0102	138489	V 03/18/25	11360	ILL.OFFICE STATE FIRE MA	01404424	CERTIFICATE FEE - BOIL	0.00	-140.00
TOTAL CHECK							0.00	-350.00
0102	138600	V 03/31/25	18232	SECRETARY OF STATE	01404524	TRANSFER PLATE P26	0.00	-8.00
0102	138782	V 04/08/25	22332	PRINCE OF PEACE LUTHERAN	01605824	SECURITY DEPOSIT	0.00	-500.00
0102	138861	V 04/22/25	2271	GRAINGER INC	41000024	TEMPORARY BOILER @ NOW	0.00	-6,807.47
0102	138943	04/23/25	2271	GRAINGER INC	41000024	TEMPORARY BOILER @ NA	0.00	6,807.47
0102	138943	04/23/25	2271	GRAINGER INC	01404424	INV #9462042244	0.00	21.64
0102	138943	04/23/25	2271	GRAINGER INC	01404424	RTN INV #9469317177	0.00	-22.56
TOTAL CHECK							0.00	6,806.55
0102	138944	04/23/25	22337	GOVERNMENTJOBS.COM, INC.	47008625	SINGLE SIGN ON SUBSCR	0.00	1,400.00
0102	138945	04/24/25	21180	ILLINOIS PUBLIC RISK FUN	46700024	IPRF DEDUCT 3/31/25	0.00	82,521.02
0102	138946	04/24/25	1231	LILLIAN MOSIER	01605824	SISTER CITIES REIMB	0.00	663.99
0102	138947	04/24/25	21953	BOB DOHN	01605824	SISTER CITIES REIMB	0.00	814.22
0102	138948	04/24/25	3756	JILL WOOD/NAATZ	01605824	SISTER CITIES REIMB	0.00	33.00
0102	138949	04/24/25	5883	JEFFREY HOWARD	01605824	SISTER CITIES REIMB	0.00	353.09
0102	138950	04/25/25	11360	ILL.OFFICE STATE FIRE MA	01404424	CERTIFIC FEE - BOILER	0.00	140.00
0102	138951	04/25/25	11360	ILL.OFFICE STATE FIRE MA	01404424	CERTIFIC FEE - BOILER	0.00	140.00
0102	138952	04/25/25	2226	PETTY CASH	09000016	REFUSE STICKER REFUND	0.00	1,138.90
0102	138953	04/28/25	20844	TERRI LAMBERTI	01605824	SISTER CITIES REIMB	0.00	198.81
0102	138954	04/28/25	12720	UPS	01101423	SHIPPING	0.00	53.86
TOTAL CASH ACCOUNT							0.00	86,597.97
TOTAL FUND							0.00	86,597.97
TOTAL REPORT							0.00	86,597.97



AGENDA ITEM REPORT

Village Board of Trustees
May 5, 2025
ITEM 5C

REQUEST: Approval of an ordinance to amend FY 2024 Budget as a result of the completed financial audit.

FROM: Rachel Musiala, Finance Director

ITEM TYPE: Ordinance - Village Board

REQUEST SUMMARY

As it relates to the Village's annual operating budget, it is probable that certain revenue and expenditure accounts will come in either under or over budget during the course of any fiscal year. What is important, however, is to ensure that expenditures do not exceed the budget at the department/fund level.

Several factors can necessitate a budget adjustment. Certain actions taken by the Village Board to approve contracts or expenditures must be realigned with the budget ordinance that serves as the Village's legal spending authority. Also, new programs and purchases obligating budget resources also require an amendment to the budget ordinance. In addition to the above factors, during the course of the annual audit, it becomes necessary to adjust certain revenue and expenditure accounts for events unforeseen at the time the original budget ordinance was adopted.

A final year-end budget adjustment is necessary to reflect these changes. All the budget adjustments needed are detailed on the attached budget adjustment request forms. The ordinance is also attached for review.

FINANCIAL IMPACT

In each case where an adjustment was needed to the Village's budget, adequate revenues or unallocated fund equity were available to absorb the adjustment.

RECOMMENDATION

Request approval of an ordinance to amend the 2024 Budget as a result of the completed financial audit and to close out the fiscal year.

ATTACHMENTS

1. Year End Budget Adjustments 24
2. Budget Amendment Ordinance (4-28-25)

**VILLAGE OF HOFFMAN ESTATES
REQUEST FORM FOR BUDGET ADJUSTMENTS**

FUND: **General Fund**FISCAL YEAR: **2024**DEPARTMENT: **General Government**

PROGRAM:

Increase in Expenditures:

<i>Account No.</i>	<i>Account Title</i>	<i>Amount</i>	<i>Current Annual Budget</i>	<i>Annual Budget After Adjustment</i>
01101425-4602.20	GASB96 Capital Outly	\$ 175,000	\$ -	\$ 175,000

Decrease in Expenditures/Fund Balance or Increase in Revenues:

01000015-3601	Interest Income	\$ 175,000	\$ 500,000	\$ 675,000

Reasons for Adjustment Request:

GASB96 required audit entry related to SaaS agreements.

Approval Requested By: _____

Date: _____

Approved by Department Head: _____

Date: _____

Finance Department Approval: Rachel MusialaDate: 4/21/2025

**VILLAGE OF HOFFMAN ESTATES
REQUEST FORM FOR BUDGET ADJUSTMENTS**

FUND: **General Fund**FISCAL YEAR: **2024**DEPARTMENT: **Operating Transfers**

PROGRAM:

Increase in Expenditures:

<i>Account No.</i>	<i>Account Title</i>	<i>Amount</i>	<i>Current Annual Budget</i>	<i>Annual Budget After Adjustment</i>
01616427-4837	Transfer to Capital V&E	\$ 1,790,000	\$ 3,274,880	\$ 5,064,880

Decrease in Expenditures/Fund Balance or Increase in Revenues:

01000011-3205	Building Permits	\$ 1,130,000	\$ 3,767,000	\$ 4,897,000
01000013-3404	Engineering Fees	\$ 660,000	\$ 200,000	\$ 860,000
37000018-3901	Transfer from General	\$ 1,790,000	\$ 3,274,880	\$ 5,064,880
Fund 37	Increase to Fund Balance	\$ 1,790,000		

Reasons for Adjustment Request:

Transfer of funds to set aside for vehicles and equipment waiting to be delivered.

Approval Requested By: _____

Date: _____

Approved by Department Head: _____

Date: _____

Finance Department Approval: Rachel MusialaDate: 4/21/2025

**VILLAGE OF HOFFMAN ESTATES
REQUEST FORM FOR BUDGET ADJUSTMENTS**

FUND: **Asset Seizure Fund**FISCAL YEAR: **2024**DEPARTMENT: **Police Department**PROGRAM: **Federal & State Seizures****Increase in Expenditures:**

<i>Account No.</i>	<i>Account Title</i>	<i>Amount</i>	<i>Current Annual Budget</i>	<i>Annual Budget After Adjustment</i>
08200824-4542	Other Contractual Services	\$ 17,100	\$ 2,000	\$ 19,100
08200825-4605	Dept. Equipment	\$ 62,500	\$ 29,500	\$ 92,000
08200827-4801	Transfer to General	\$ 30,700	\$ 110,000	\$ 140,700
08200924-4539	Maintenance of Equipment	\$ 15,100	\$ 500	\$ 15,600

Decrease in Expenditures/Fund Balance or Increase in Revenues:

08000014-3503	Federal Seizure	\$ 125,400	\$ -	\$ 125,400
01000018-3908	Transfer from Asset Seizure	\$ 30,700	\$ 110,000	\$ 140,700
Fund 01	Increase to Fund Balance	\$ 30,700		

Reasons for Adjustment Request:

Asset Seizure expenditures that are not allowed to be budgeted due to federal policy.

Approval Requested By: _____

Date: _____

Approved by Department Head: _____

Date: _____

Finance Department Approval: Rachel MusialaDate: 4/21/2025

**VILLAGE OF HOFFMAN ESTATES
REQUEST FORM FOR BUDGET ADJUSTMENTS**

FUND: **Municipal Waste System Fund**

FISCAL YEAR: **2024**

DEPARTMENT:

PROGRAM:

Increase in Expenditures:

<i>Account No.</i>	<i>Account Title</i>	<i>Amount</i>	<i>Current Annual Budget</i>	<i>Annual Budget After Adjustment</i>
09000024-4542	Other Contractual Expense	\$ 47,400	\$ 2,376,490	\$ 2,423,890
09000024-4581	Tipping Fees	\$ 55,800	\$ 795,670	\$ 851,470

Decrease in Expenditures/Fund Balance or Increase in Revenues:

Fund 09	Decrease in Fund Balance	\$ (103,200)		

Reasons for Adjustment Request:

Increase in expenses for garbage collection and tipping fees.

Approval Requested By: _____

Date: _____

Approved by Department Head: _____

Date: _____

Finance Department Approval: Rachel Musiala

Date: 4/21/2025

**VILLAGE OF HOFFMAN ESTATES
REQUEST FORM FOR BUDGET ADJUSTMENTS**

FUND: **Insurance Fund**FISCAL YEAR: **2024**

DEPARTMENT:

PROGRAM:

Increase in Expenditures:

<i>Account No.</i>	<i>Account Title</i>	<i>Amount</i>	<i>Current Annual Budget</i>	<i>Annual Budget After Adjustment</i>
46700024-4554	Workers Comp Claims	\$ 451,000	\$ 600,000	\$ 1,051,000

Decrease in Expenditures/Fund Balance or Increase in Revenues:

Fund 46	Decrease in Fund Balance	\$ (451,000)		

Reasons for Adjustment Request:

Higher than anticipated workers compensation claims.

Approval Requested By: _____

Date: _____

Approved by Department Head: _____

Date: _____

Finance Department Approval: Rachel MusialaDate: 4/21/2025

4/21/2025

**VILLAGE OF HOFFMAN ESTATES
REQUEST FORM FOR BUDGET ADJUSTMENTS**

FUND: **Police Pension Fund**FISCAL YEAR: **2024**

DEPARTMENT:

PROGRAM:

Increase in Expenditures:

<i>Account No.</i>	<i>Account Title</i>	<i>Amount</i>	<i>Current Annual Budget</i>	<i>Annual Budget After Adjustment</i>
50000021-4207	Retirement Pensions	\$ 367,000	\$ 7,344,200	\$ 7,711,200
50000021-4210	Widows Pensions	\$ 145,000	\$ 735,730	\$ 880,730

Decrease in Expenditures/Fund Balance or Increase in Revenues:

50000015-3602	Gain on Sale of Investment	\$ 512,000	\$ 100,000	\$ 612,000

Reasons for Adjustment Request:

Pension increases due to new pensioners.

Approval Requested By: _____

Date: _____

Approved by Department Head: _____

Date: _____

Finance Department Approval: Rachel MusialaDate: 4/21/2025

4/21/2025

**VILLAGE OF HOFFMAN ESTATES
REQUEST FORM FOR BUDGET ADJUSTMENTS**

FUND: **Fire Pension Fund**FISCAL YEAR: **2024**

DEPARTMENT:

PROGRAM:

Increase in Expenditures:

<i>Account No.</i>	<i>Account Title</i>	<i>Amount</i>	<i>Current Annual Budget</i>	<i>Annual Budget After Adjustment</i>
51000024-4574	Trustee Fees	\$ 82,000	\$ 60,000	\$ 142,000
51000021-4207	Retirement Pensions	\$ 360,000	\$ 6,162,890	\$ 6,522,890

Decrease in Expenditures/Fund Balance or Increase in Revenues:

51000015-3601	Interest Income	\$ 442,000	\$ 850,000	\$ 1,292,000

Reasons for Adjustment Request:

Monthly trustee expenses unknown at the time of the budget due to new pooling.

Retirement pensions increased due to new retirements.

Approval Requested By: _____

Date: _____

Approved by Department Head: _____

Date: _____

Finance Department Approval: Rachel MusialaDate: 4/21/2025

**VILLAGE OF HOFFMAN ESTATES
REQUEST FORM FOR BUDGET ADJUSTMENTS**

FUND: **Barrington/Higgins TIF Fund**FISCAL YEAR: **2024**

DEPARTMENT:

PROGRAM:

Increase in Expenditures:

<i>Account No.</i>	<i>Account Title</i>	<i>Amount</i>	<i>Current Annual Budget</i>	<i>Annual Budget After Adjustment</i>
63000024-4507	Professional Services	\$ 80,000	\$ 291,500	\$ 371,500

Decrease in Expenditures/Fund Balance or Increase in Revenues:

63000015-3601	Interest Income	\$ 80,000	\$ -	\$ 80,000

Reasons for Adjustment Request:

Close-out expenses related to TIF District.

Approval Requested By: _____

Date: _____

Approved by Department Head: _____

Date: _____

Finance Department Approval: Rachel MusialaDate: 4/21/2025

**VILLAGE OF HOFFMAN ESTATES
REQUEST FORM FOR BUDGET ADJUSTMENTS**

FUND: **2019 Capital Project Fund**FISCAL YEAR: **2024**

DEPARTMENT:

PROGRAM:

Increase in Expenditures:

<i>Account No.</i>	<i>Account Title</i>	<i>Amount</i>	<i>Current Annual Budget</i>	<i>Annual Budget After Adjustment</i>
64000024-4542	Other Contractual Services	\$ 636,000	\$ -	\$ 636,000

Decrease in Expenditures/Fund Balance or Increase in Revenues:

Fund 64	Decrease in Fund Balance	\$ (636,000)		

Reasons for Adjustment Request:

Installation of street lights utilizing bond proceeds.

Approval Requested By: _____

Date: _____

Approved by Department Head: _____

Date: _____

Finance Department Approval: Rachel MusialaDate: 4/21/2025

**VILLAGE OF HOFFMAN ESTATES
REQUEST FORM FOR BUDGET ADJUSTMENTS**

FUND: **Lakewood Center TIF Fund**FISCAL YEAR: **2024**

DEPARTMENT:

PROGRAM:

Increase in Expenditures:

<i>Account No.</i>	<i>Account Title</i>	<i>Amount</i>	<i>Current Annual Budget</i>	<i>Annual Budget After Adjustment</i>
67000024-4507	Professional Services	\$ 710,000	\$ 138,500	\$ 848,500
67000025-4610	Other Capital Expenditures	\$ 7,867,000	\$ -	\$ 7,867,000

Decrease in Expenditures/Fund Balance or Increase in Revenues:

67000017-3802	Note Proceeds	\$ 7,867,000	\$ -	\$ 7,867,000
Fund 67	Decrease in Fund Balance	\$ (710,000)		

Reasons for Adjustment Request:

Issuance of TIF note and payment on those notes from TIF property taxes.

Approval Requested By: _____

Date: _____

Approved by Department Head: _____

Date: _____

Finance Department Approval: Rachel MusialaDate: 4/21/2025

**VILLAGE OF HOFFMAN ESTATES
REQUEST FORM FOR BUDGET ADJUSTMENTS**

FUND: **2024 G.O. Debt Service Fund**FISCAL YEAR: **2024**

DEPARTMENT:

PROGRAM:

Increase in Expenditures:

<i>Account No.</i>	<i>Account Title</i>	<i>Amount</i>	<i>Current Annual Budget</i>	<i>Annual Budget After Adjustment</i>
70000026-4703	Interest Expense	\$ 189,000	\$ -	\$ 189,000

Decrease in Expenditures/Fund Balance or Increase in Revenues:

70000018-3901	Transfer from General	\$ 189,000	\$ -	\$ 189,000
01616427-4870	Transfer to 2024 GODS	\$ 189,000	\$ -	\$ 189,000
Fund 01	Decrease to Fund Balance	\$ (189,000)		

Reasons for Adjustment Request:

New bond issue - payment amounts not known at time of budget.

Approval Requested By: _____

Date: _____

Approved by Department Head: _____

Date: _____

Finance Department Approval: Rachel MusialaDate: 4/21/2025

4/21/2025

**VILLAGE OF HOFFMAN ESTATES
REQUEST FORM FOR BUDGET ADJUSTMENTS**

FUND: **2019 G.O. Debt Service Fund**FISCAL YEAR: **2024**

DEPARTMENT:

PROGRAM:

Increase in Expenditures:

<i>Account No.</i>	<i>Account Title</i>	<i>Amount</i>	<i>Current Annual Budget</i>	<i>Annual Budget After Adjustment</i>
77000026-4703	Interest Expense	\$ 1,130	\$ 28,420	\$ 29,550

Decrease in Expenditures/Fund Balance or Increase in Revenues:

77000018-3901	Transfer from General	\$ 1,130	\$ 136,710	\$ 137,840
01616427-4877	Transfer to 2019 GODS	\$ 1,130	\$ 136,710	\$ 137,840
Fund 01	Decrease to Fund Balance	\$ (1,130)		

Reasons for Adjustment Request:

Adjustment to interest expense.

Approval Requested By: _____

Date: _____

Approved by Department Head: _____

Date: _____

Finance Department Approval: Rachel MusialaDate: 4/21/2025

4/21/2025

ORDINANCE NO. _____ - 2025
VILLAGE OF HOFFMAN ESTATES
AN ORDINANCE AUTHORIZING
AMENDMENTS TO THE 2024 BUDGET ORDINANCE

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

Section 1: That pursuant to authority granted by the statutes of the State of Illinois, there is hereby an amendment to the budget ordinance in an amount not in excess of the aggregate of additional revenues or fund reserves available to the Village. The sums of money hereinafter itemized for each of the respective corporate objects specified hereby increase or decrease the amounts included in the original budget ordinance, Ordinance No. 5066-2023 dated December 4, 2023. The appropriate sums shall be received from sources other than the tax levy. The respective sums of money, together with the resulting adjustments and changes in the budget are set out in Section 2 of this Ordinance.

Section 2:

<i>Village of Hoffman Estates</i> <i>2024 Budget Amendment</i>				
		Current Budget	Change	Revised Budget
<u><i>Revenue Budget Revisions</i></u>				
<i>General Fund</i>				
01000015-3601	Interest Income	500,000	175,000	675,000
01000011-3205	Building Permits	3,767,000	1,130,000	4,897,000
01000013-3404	Engineering Fees	200,000	660,000	860,000
01000018-3908	Transfer from Asset Seizure	110,000	30,700	140,700
Fund 01	Decrease to Fund Balance		190,130	
<i>Asset Seizure Fund</i>				
08000014-3503	Federal Seizure	-	125,400	125,400
<i>Municipal Waste System Fund</i>				
Fund 09	Decrease to Fund Balance		103,200	
<i>Capital Vehicle & Equipment Fund</i>				
37000018-3901	Transfer from General	3,274,880	1,790,000	5,064,880
<i>Insurance Fund</i>				
Fund 46	Decrease to Fund Balance		451,000	
<i>Police Pension Fund</i>				
50000015-3602	Gain on Sale of Investment	100,000	512,000	612,000
<i>Fire Pension Fund</i>				
51000015-3601	Interest Income	850,000	442,000	1,292,000
<i>Barrington-Higgins TIF Fund</i>				

63000015-3601	Interest Income	-	80,000	80,000
<i>2019 Capital Project Fund</i>				
Fund 64	Decrease to Fund Balance		636,000	
<i>Lakewood Center TIF Fund</i>				
67000017-3802	Note Proceeds	-	7,867,000	7,867,000
Fund 67	Decrease to Fund Balance		710,000	
<i>2024 G.O. Debt Service Fund</i>				
70000018-3901	Transfer from General	-	189,000	189,000
<i>2019 G.O. Debt Service Fund</i>				
70000018-3901	Transfer from General	136,710	1,130	137,840
TOTAL REVENUES			15,092,560	

Expenditure Budget Revisions

		Current Budget	Change	Revised Budget
<i>General Fund</i>				
01101425-4602.20	GASB96 Capital Outlay	-	175,000	175,000
01616427-4837	Transfer to Capital V & E	3,274,880	1,790,000	5,064,880
01616427-4870	Transfer to 2024 GODS	-	189,000	189,000
01616427-4877	Transfer to 2019 GODS	136,710	1,130	137,840
Fund 01	Increase to Fund Balance		30,700	
<i>Asset Seizure Fund</i>				
08200824-4542	Other Contractual Services	2,000	17,100	19,100
08200825-4605	Department Equipment	29,500	62,500	92,000
08200827-4801	Transfer to General	110,000	30,700	140,700
08200924-4539	Maintenance of Equipment	500	15,100	15,600
<i>Municipal Waste System Fund</i>				
09000024-4542	Other Contractual Expense	2,376,490	47,400	2,423,890
09000024-4581	Tipping Fees	795,670	55,800	851,470
<i>Capital Vehicle & Equipment Fund</i>				
Fund 37	Increase to Fund Balance		1,790,000	
<i>Insurance Fund</i>				
46700024-4554	Workers Comp Claims	600,000	451,000	1,051,000
<i>Police Pension Fund</i>				
50000021-4507	Retirement Pensions	7,344,200	367,000	7,711,200

50000021-4210	Widows Pensions	735,730	145,000	880,730
<i>Fire Pension Fund</i>				
51000021-4207	Retirement Pensions	6,162,890	360,000	6,522,890
51000024-4574	Trustee Fees	60,000	82,000	142,000
<i>Barrington-Higgins TIF Fund</i>				
63000024-4507	Professional Services	291,500	80,000	371,500
<i>2019 Capital Improvements Fund</i>				
64000024-4542	Other Contractual Services	-	636,000	636,000
<i>Lakewood Center TIF Fund</i>				
67000024-4507	Professional Services	138,500	710,000	848,500
67000025-4610	Other Capital Expenditures	-	7,867,000	7,867,000
<i>2024 G.O. Debt Service Fund</i>				
70000026-4703	Interest Expense	-	189,000	189,000
<i>2019 G.O. Debt Service Fund</i>				
70000026-4703	Interest Expense	28,420	1,130	29,550
TOTAL EXPENDITURES			15,092,560	

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

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

PASSED THIS _____ day of _____, 2025

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 _____, 2025

ATTEST:

Village President

Village Clerk

Published in pamphlet form this _____ day of _____, 2025.



AGENDA ITEM REPORT

Village Board of Trustees
May 5, 2025
ITEM 5D

REQUEST: Approval of an ordinance to permit Village work on State of Illinois rights-of-way.

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

ITEM TYPE: Ordinance - Village Board

REQUEST SUMMARY

Chapter 121 of the Illinois Revised Statutes requires any person, firm, or corporation desiring to perform work on State-maintained rights-of-way to first obtain a written permit from the Illinois Department of Transportation (IDOT). This includes any and all emergency work on broken water mains or sewers. A surety bond is typically required with each permit application to insure compliance with State specifications.

To expedite the issuance of permits, IDOT has requested that the Village adopt an ordinance for construction on State rights-of-way for work to be performed by the Village. An ordinance is acceptable in lieu of a surety bond and may be enacted for a period of up to two years. For Village emergency work, such as water main repairs, IDOT approval procedures require Public Works to contact IDOT's 24-hour dispatch number for verbal authorization before work begins. At a later time, the Department completes and submits required permit forms to the State.

The requested resolution has not changed from those previously approved by the Village Board, most recently in 2023.

FINANCIAL IMPACT

There is no financial impact to the Village for this action.

RECOMMENDATION

Approval of an ordinance to permit village work on State of Illinois rights-of-way.

ATTACHMENTS

1. Ord - IDOT Construction on State Highways 3-24-25

VILLAGE OF HOFFMAN ESTATES

AN ORDINANCE FOR ILLINOIS DEPARTMENT OF TRANSPORTATION TO
PERMIT VILLAGE WORK ON STATE OF ILLINOIS RIGHTS-OF-WAY

WHEREAS, the Village of Hoffman Estates, hereinafter referred to as “Municipality”, located in the County of Cook, State of Illinois, desires to undertake, in the years of 2025 and 2026, the location, construction, operation, and maintenance of driveways and street returns, water mains, sanitary and storm sewers, street lights, traffic signals, sidewalks, landscaping, etc. on State highways, within said Municipality, which by law and/or agreement come under the jurisdiction and control of the Department of Transportation of the State of Illinois, hereinafter referred to as “Department”; and

WHEREAS, an individual working permit must be obtained from the Department prior to any of the aforesaid installations being constructed either by the Municipality or by a private person or firm under contract and supervision of the Municipality.

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

Section 1: That the Village of Hoffman Estates hereby pledges its good faith and guarantees that all work shall be performed in accordance with conditions of the permit to be granted by the Department, and to hold the State of Illinois harmless during the prosecution of such work, and assume all liability for damages to person or property due to accident or otherwise by reason of the work which is to be performed under the provision of said permit.

Section 2: That all authorized officials of the Village of Hoffman Estates are hereby instructed and authorized to sign said working permit on behalf of the Village of Hoffman Estates.

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

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

PASSED THIS _____ day of _____, 2025

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

APPROVED THIS _____ DAY OF _____, 2025

Village President

ATTEST:

Village Clerk

Published in pamphlet form this _____ day of _____, 2025.



AGENDA ITEM REPORT

Village Board of Trustees
May 5, 2025
ITEM 5E

REQUEST: Approval of an ordinance authorizing an intergovernmental agreement for participation in the Illinois Public Works Mutual Aid Network (IPWMAN).

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

ITEM TYPE: Ordinance - Village Board

REQUEST SUMMARY

Since joining the Illinois Public Works Mutual Aid Network (IPWMAN) in April 2009, the Village of Hoffman Estates has benefited from access to a statewide network of public works agencies that provide mutual support during both emergencies and day-to-day operations. Although the Village has not needed to request assistance through IPWMAN, it has responded to multiple calls for aid from other member communities, including many damaged by tornadoes. Hoffman Estates has also remained actively engaged in the organization's leadership, with staff serving as regional directors, duty officers, committee members, and currently, as Treasurer on the executive board. At an annual membership cost of \$250, participation in IPWMAN provides a cost-effective and reliable layer of emergency preparedness and intergovernmental collaboration.

Recently, IPWMAN revised its member agreement, requiring each participating agency to formally approve the updated terms to maintain membership. The revised agreement includes the following substantive changes:

1. Expanded Scope of Mutual Aid

The updated agreement explicitly clarifies that mutual aid extends beyond emergency situations. This revision formally recognizes the existing practice of day-to-day assistance between member agencies, including the sharing of personnel, equipment, and training opportunities.

2. Revised Governance Structure

IPWMAN will no longer be governed by a not-for-profit corporation. Instead, governance will be managed solely under the Intergovernmental Cooperation Act, eliminating the corporate entity. This change simplifies organizational structure and clarifies asset ownership, liability, and tort immunity, with all assets now held in the name of the intergovernmental agency.

3. Updated Amendment Process

The agreement now provides a clear procedure for future amendments. Any member may propose a change to the board of directors. If approved by the board, the proposed amendment is distributed to all members 45 days prior to a general meeting. A 60%

approval vote of members present is required, followed by ratification through member agency resolutions.

For reference, the following documents are attached: a letter from IPWMAN's legal counsel outlining the key changes to the agreement; the updated bylaws reflecting the revised governance structure; the new mutual aid agreement requiring formal adoption; and the ordinance to be adopted by the Village upon approval of the new agreement. These changes have been reviewed by the Village's legal counsel, with no suggested changes or concerns.

FINANCIAL IMPACT

There is no financial impact as a result of the requested action.

RECOMMENDATION

Staff recommends authorizing the intergovernmental agreement for continued participation in IPWMAN.

ATTACHMENTS

1. IPWMAN MEMO RE IGA Changes 10-24-2024
2. IPWMAN_Bylaws_FINAL_2024-10-22_mwd
3. IPWMAN_Mutual_Aid_Agreement_FINAL_Fillable_2024-10-16_mwd
4. UTF-8Ord - PW Mutual Aid - 4-28-25

To: All Illinois Public Works Mutual Aid Network Member Agencies

From: Mark Doerfler, Executive Director and Karl Ottosen, Attorney

Date: October 24, 2024

Re: Revised Intergovernmental Agreement for Illinois Public Works Mutual Aid Network

At its August 8, 2024, meeting, the Board of Directors of the Illinois Public Works Mutual Aid Network, Inc. voted to approve a revised intergovernmental agreement which will require all members desiring to continue in IPWMAN to approve. On October 23, 2024, the members approved the amendment of the agreement and by-laws.

There is no intent to change the day-to day and emergency response mutual aid program. There are a few issues which the IPWMAN Board believes should be revised through the approval of the new agreement. Significant changes from the current agreement are:

1. Clarification that mutual aid is not just for emergencies. Currently members assist each other with provision of equipment and personnel on a day-to-day basis and the new agreement expressly provides authority for this common practice.
2. The current by-laws provide for governance of IPWMAN by a not-for-profit corporate entity rather than by a board of members without a separate corporation. The Illinois Intergovernmental Corporation Act does not require the formation of a not-for-profit corporation to be the governing body. Revising the IPWMAN's agreement and by-laws to eliminate the corporate entity streamlines the organization and eliminates issues related to asset ownership, liability and tort immunity. All assets of the IPWMAN will be held in the intergovernmental agency's name going forward.
3. The new agreement provides a revised process for any future amendment. Any member may propose an amendment to the board of directors. If the board approves it, the proposed amendment will be sent to the entire membership 45 days before a general meeting. If at least 60% of the members present approve the amendment, a new intergovernmental agreement will be submitted to all members for the governing boards to approve by resolution.

Enclosed are the proposed new intergovernmental agreement, by-laws and draft resolution and ordinance authorizing the agreement. Either a resolution or ordinance may be used to authorize the agreement, with each member to modify for its own use. However, no changes may be made to the intergovernmental agreement and by-laws. If there are any questions regarding the revised agreement, please contact Mr. Doerfler.

Bylaws of The Illinois Public Works Mutual Aid Network

An intergovernmental agency for the purpose of public works mutual aid in accordance with the Illinois Intergovernmental Cooperation Act, 5, ILCS 220/1 et seq.

Article One

Name, Principal Office, Purpose, and Powers

1.1 Name. The name of the Intergovernmental Agency is **The Illinois Public Works Mutual Aid Network (IPWMAN)**.

1.2 Location. IPWMAN may maintain offices and facilities either within or without the State of Illinois as determined by the Board of Directors from time to time. The Board of Directors may, from time to time, change the address of IPWMAN's principal office by duly adopted resolution.

1.3 Purpose and Powers. IPWMAN is organized to provide a system of Mutual Aid among participating public works agencies. The purpose is explicit in the "Illinois Public Works Mutual Aid Network Agreement," which is incorporated herein by reference and which in pertinent part reading as follows:

"The Illinois Public Works Mutual Aid Network (IPWMAN) program is hereby established to provide a method whereby public works related agencies, including, but not limited to, local municipal public works departments, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other governmental entity that performs a public works function in need mutual aid assistance may request aid and assistance in the form of personnel, equipment, materials and/or other associated services as necessary from other public works related agencies."

1.4 Authority. The Illinois Public Works Mutual Aid Network was organized under the provisions of the Illinois Intergovernmental Cooperation Act on September 17, 2008. The Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government, including a unit of local government from another state.

Illinois Public Works Mutual Aid Network membership is in full force and in effect with the passage and approval of an executed Mutual Aid Agreement in the form approved by the Board of Directors, a companion ordinance, resolution or other legally binding document by a participating agency, in the manner provided by law, and executed by an authorized representative of a participating public works agency who has the legal authority to sign and

enter into the Agreement on behalf of his or her public works agency.

Article Two

Membership, Ratification and Termination of Membership

2.1 General Membership. Membership shall be limited to public works related agencies and individuals as described in Article One, paragraph 1.3 and as defined in the Illinois Compiled Statutes.

- a. Membership Status.* In order for an agency or entity to request and be considered for receiving aid through IPWMAN the requesting agency or entity shall have been approved for membership prior to seeking aid, or rendering assistance through an IPWMAN activation, and shall be a member in good standing, with current dues paid in full.

2.2 Membership Types. The Board of Directors, with the advice of the Membership Committee, and by majority vote shall be the sole authority to establish membership status and classification. There are hereby established, the following types of membership:

- a. Agency Members.* This class of membership is open to all public works related agencies, as defined in Article One, paragraph 1.3. Agencies may be allocated multiple memberships, based on agency size and/or type and as determined by Board of Directors policy.
- b. Associate Members.* This class of membership is open to members of public works related individuals, business and professional organizations or associations, but who do not qualify as Agency Members. This class of membership has two types: Corporate and Individual.
- c. Professional Liaison Members.* This class of membership applies to individuals designated by other professional mutual aid organizations and state and federal agencies involved in emergency and disaster response and recovery, to provide counsel, advice and support for the mission of IPWMAN. This type of member does not pay dues.

2.3 Voting Privilege. The privilege of holding elective office and serving on the Executive Committee of IPWMAN is reserved for *Agency Members*. *Associate Members* are permitted to vote in all elections, serve on and chair Committees (other than the Executive Committee) and otherwise serve the IPWMAN, but may not hold elective office. *Professional Liaison Members* are permitted to serve on and vote on Committees (other than the Executive Committee), however are not eligible to serve as Committee chairs or have voting privileges

at Board of Directors meetings.

2.4 Termination of Membership. Members who fail to meet their obligations in accordance with the terms of the Illinois Public Works Mutual Aid Network Agreement or with these By-laws may be suspended or removed from membership by a two-thirds vote of the Board of Directors. Prior to the initiation of any disciplinary action against a member, the member will be notified of a hearing and shall have the right to appear before the Board of Directors.

Article Three

Board of Directors

3.1 General Powers. The affairs and activities of IPWMAN shall be managed by or under the direction of its Board of Directors ("Board").

3.2 Composition of the Board. The Governing body of IPWMAN shall be the Board of Directors, consisting of twenty-one (21) elected members, representing the following:

- 2 members from each of the eight (8) IPWMAN regions (Shown in Exhibit 1).
- The President
- The Vice-President
- The Secretary
- The Treasurer
- The Past President

In the event there are no eligible members able to serve as Board representatives of a particular region, then a member from outside the region may be selected to represent that region. For voting purposes, each region shall have one vote.

All officers and members of the Board of Directors shall serve without compensation.

3.3 Term. Each Regional Director will serve a three-year term.

Initially, beginning in October of 2009, terms shall be staggered, rotating according to the following schedule:

- | | | |
|------------------|------------|--------------|
| • IPWMAN Regions | 3, 6 and 8 | 3-year terms |
| • IPWMAN Regions | 2, 7 and 9 | 2-year terms |
| • IPWMAN Regions | 4 and 11 | 1-year term |

Following the initial elections, the terms of office shall be for three years.

3.4 Vacancy on the Board of Directors. In the event a vacancy should occur in one or more of the Regional Director positions by reason of lack of eligible candidate, resignation, removal, death or election to another office, the remainder of the term of office shall be filled by the appointment of a replacement recommended by the member agencies from that region. The appointment is to be confirmed by the remaining members of the Board.

If, within sixty (60) days of the notice of the vacancy, the Region fails to achieve consensus on a replacement, the Board of Directors is hereby authorized to designate a replacement from any Region to represent the members of the affected Region until the next opportunity to conduct an election, at which time a successor will be elected to complete the remainder of the term (if any).

3.5 Authority. The Board of Directors shall have the authority to take all appropriate actions and to perform all duties required to accomplish the purposes of IPWMAN.

3.6 Regular Meetings. The Board of Directors shall convene at least annually at a time and place specified by the Board. The President shall preside at the meeting and conduct business for IPWMAN. Draft minutes of these meetings shall be available to all members at least 30 days before the following meeting.

3.7 Annual Membership Meeting. The Annual Meeting of the IPWMAN membership shall be held each year at a time and place specified by the Board of Directors.

3.8 Special Meetings. The President, at his or her discretion, or a majority of the Executive Committee, or any six members of the Board of Directors, or five percent (5%) of the membership may call a special meeting of IPWMAN by giving at least five days advance written notice to each member, specifying the time, place, and purpose of the meeting.

3.9 Quorum. Seven (7) members of the Board of Directors shall constitute a quorum thereof. Ten percent of the membership shall constitute a quorum to conduct business at a regular or special meeting of the membership.

3.10 Waiver of Notice. Any member may waive notice of any meeting, and attendance of such member at any meeting shall constitute a waiver of notice of such meeting.

3.11 Committees and Advisory Bodies. Committees exist for the purpose of implementing the vision, mission, goals and legal obligations of IPWMAN. The Board of Directors may, from time to time, establish or appoint one or more committees, task forces or advisory bodies.

All member types are encouraged and allowed to serve on committees, however, the chair must be an Agency or Associate member. All members shall serve at the pleasure of the Board of Directors. The following committees are some which may be established:

- Finance
- Conference
- Management
- Marketing
- Membership
- Nominating
- Operations
- Social Media
- Technology
- Training

The duties and responsibilities of all Committees shall be as defined in the Administrative Policy Manual of IPWMAN.

3.11 Action without Meeting. If a matter of immediate and critical need shall arise requiring action of the Board of Directors and it is impracticable to wait to convene a regular or special meeting, the matter may be submitted electronically to each member entitled to vote thereon for consideration upon approval of not less than two Executive Committee members. The notice of proposal shall specify a deadline for voting on the matter submitted not less than seven (7) days from the date of notice. If approved by a majority of the members of the Board of Directors, or the required number of votes that may be elsewhere specific in these by-laws, the action so approved shall be considered the same as though approved at a formal meeting.

Article Four

Executive Officers

4.1 Executive Officers of IPWMAN. The executive officers of IPWMAN shall be a President, a Vice President, Secretary, Treasurer, Past President, and two members of the Board of Directors selected by the Board of Directors, who together shall constitute the Executive Committee. All such officers shall be members of the Board of Directors. The Executive Committee of IPWMAN shall be elected from the Board of Directors members who shall have been members in good standing of the for at least one year prior to their election.

4.2 Term. The Officers of IPWMAN shall hold office for a term of two (2) years or until their successors have been duly elected, providing they continue to qualify for active membership during their term of office. All officers may be re-elected or appointed for additional terms of office. The Vice-President, upon completion of his/her two-year term of office will transition to the position of President for a two-year term. The Vice-President would have the right to decline the position of President if circumstances would prevent him/her from being able to serve as President. The outgoing President will remain as a voting member on the Board of Directors as the Past President for a two-year term. In the event a President is ineligible or declines to serve in the Past President position, the previous Past President may

continue to serve in the position, or the position may be deemed vacant and filled in accordance with these By-Laws. Upon completion of the position of Past President, the officer would be eligible to pursue another officer position within the organization. The President, consistent with Section 5.1b and subject to advice and consent of the Board of Directors, will fill vacancies to positions on the Executive Committee within the two-year terms.

4.3 President. The President shall:

- a.* Be the principal executive officer of IPWMAN and shall act as the Chairman of the Board of Directors.
- b.* Supervise and control all of the business and affairs of IPWMAN, subject to the general oversight of the Board of Directors.
- c.* Preside at all meetings of the Board of Directors and the Executive Committee.
- d.* Serve as an Ex-Officio member of all committees.
- e.* Sign, with the Secretary or any other proper officers of IPWMAN, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof has been expressly delegated by the Board of Directors to some other officer or agent of IPWMAN, or shall be required by law to be otherwise signed or executed.
- f.* Perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.
- g.* Make all committee appointments with the advice and consent of the Board of Directors.
- h.* Perform the office in accordance with the duties and responsibilities set forth in a position description approved by the Board, which may be amended as the Board deems appropriate.

4.4 Vice President. In the absence of the President or in the event of his or her resignation, death, inability or refusal to act, the Vice President (or in the event of his or her death, inability or refusal to act, the Secretary or in the event of his or her death, inability or refusals to act, the Treasurer) shall:

- a.* Perform the duties of the President and, when so acting, shall have and exercise all the powers of and be subject to all the limitations upon the President's

powers.

b. Serve as an assistant to the President and may perform such other duties as from time to time may be assigned to him by the President or the Board of Directors.

c. If a vacancy occurs in the office of the President, the Vice-President will succeed in that office for the remainder of the term.

4.5 Secretary. The Secretary shall:

a. Keep the records of IPWMAN.

b. Prepare a written record of the meetings and any formal proceedings of IPWMAN and make copies of such minutes available to each of the members.

c. Record and keep all official correspondence of IPWMAN.

d. Keep an official register of each member of IPWMAN.

e. Have charge of and safely keep all such additional books and papers as the Board may direct.

f. Have custody of the seal of IPWMAN and affix such seal to all documents, the execution of which, on behalf of IPWMAN under its corporate seal, has been duly authorized in accordance with these by-laws.

g. Perform all duties, which are incident to the office of Secretary of an intergovernmental agency or a not-for-profit corporation subject, however, at all times to the direction and control of the Board.

h. At the expiration of the Secretary's term of office, he/she shall turn over to his/her successor, all books, papers, records, electronic data, money, securities and other valuable effects belonging to IPWMAN, taking receipt for same from his/her successor.

i. Administer the election of the Board of Directors.

j. Perform the office in accordance with the duties and responsibilities set forth in a position description approved by the Board, which may be amended as the Board deems appropriate.

4.6 Treasurer. The Treasurer shall:

a. Have general oversight over all funds and securities of IPWMAN.

b. Have authorization, along with at least one other member from the Executive Committee, to endorse, or cause to be endorsed in his or her name, on behalf of IPWMAN, all checks, notes or other obligations and evidence of the payment of money paid by IPWMAN coming into his or her possession, or other officers or employees.

c. See that all funds received by or on behalf of IPWMAN are promptly deposited in such banks or trust companies as may be selected as depositories of IPWMAN by the Board and shall also see that all securities are placed in safe keeping in the manner directed by the Board.

d. Pass on the electronic system of accounts and reports and provide for general overseeing and audit thereof. The report of each such audit shall be submitted to the Board.

e. Prepare a budget annually for review by the Board of Directors and file any reports required by any government agency (i.e. IRS Tax Return, Secretary of State Annual Report of Officers).

f. Perform all duties, which are incident to the office of Treasurer of an intergovernmental agency or a not-for-profit corporation subject, however, at all times to the direction and control of the Board.

g. Chair the Finance Committee.

h. Serve as Ex Officio member of the Audit Committee.

i. Set time and date for the annual audit.

j. At the expiration of the Treasurer's term of office, he/she shall turn over to his/her successor, all books, papers, records, electronic data, money, securities and other valuable effects belonging to IPWMAN, taking receipt for same from his/her successor.

k. Perform the office in accordance with the duties and responsibilities set forth in a position description approved by the Board, which may be amended as the Board deems appropriate.

4.7 Past President. The Past President must be employed by a member agency. In the event the immediate past president is not eligible, or declines to serve, then a past president who is employed by a member agency may serve, or the position may be filled as a vacant position. The Past President shall:

a. Co-chair the Nominating Committee.

b. Serve as one of the two (2) at-large members of the Executive Committee

c. Assist the President, as requested.

d. Perform the office in accordance with the duties and responsibilities set forth in a position description approved by the Board, which may be amended as the Board deems appropriate.

Article 5

Nominations and Elections

5.1 Nominating Committee.

a. For all elections, the President shall appoint a Nominating Committee consisting of five (5) members. It shall be the duty of the Nominating Committee to provide a slate of qualified candidates to fill the offices of IPWMAN. The current officers shall not serve as Nominating Committee members.

b. This committee is also empowered to recommend replacements for vacancies on the Executive Committee to the Board of Directors that are not covered elsewhere in these By-Laws.

c. Any member may submit a nomination for candidates for the Board of Directors and/or Executive Committee.

5.2 Election Procedures. Elections to the Board of Directors shall be by a paper or electronic ballot sent to each member agency at the address or email address of the primary point of contact on file with the Secretary. The person receiving the highest number of votes shall be declared elected. The President shall appoint a three-member Teller Committee to count ballots and certify elections. The Teller Committee shall tabulate the votes and report the results to the Board of Directors. Elected officers shall be installed at the annual membership meeting and shall assume their duties of office at that time. Uncontested elections may be held by voice vote at the Annual Meeting.

Article Six

Administrative Officers and Personnel

6.1 Designation of Administrative Officers. The Board of Directors shall designate titles, appoint and discharge such administrative staff officers of IPWMAN, as it shall deem necessary. Such administrative staff officers shall not be members of the Board and such

appointees shall hold their offices for such term, exercise such powers, and perform such duties as shall be determined from time to time by the Board. The duties and responsibilities of all appointed staff personnel shall be defined in the IPWMAN "Administrative Policy Manual" as approved by the Board of Directors. Such Administrative Officers shall serve at the pleasure of the Board of Directors.

6.2 Compensation. If applicable, the Board of Directors shall determine compensation and benefits for all administrative staff.

Article Seven

Indemnification of Officers, Board of Directors, Employees and Agents

7.1 Actions other than by or in the Right of IPWMAN. IPWMAN and its Board of Directors have the power to indemnify itself through insurance or bonds as it deems necessary for the good of the organization.

7.2 Insurance. IPWMAN shall have the power and authority to purchase and maintain insurance on behalf of any person who is a member, employee or agent of IPWMAN or is serving at the request of IPWMAN against any liability asserted against him or her as a result of, or in any capacity representing IPWMAN.

7.3 Indemnification. All Executive Officers shall be bonded by IPWMAN in such form and amount as may be determined by the Board of Directors, the cost of such bond shall be borne by IPWMAN.

Article Eight

Contracts, Loans, Checks, Deposits, Dues and/or fees and Gifts

8.1 Contracts. The Board may authorize any officer or agent of IPWMAN, in addition to the officers so authorized by these by-laws, to enter into any contract or sign any instrument in the name of IPWMAN, and such authority may be general or confined to specific instances.

8.2 Borrowing. No loan shall be contracted on behalf of IPWMAN and no evidence of indebtedness shall be issued unless authorized by a resolution of the Board. Such authority may be general or confined to specific instances.

8.3 Checks and Drafts. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness (issued in the name of IPWMAN) shall be signed by such officers or agents of IPWMAN as shall from time to time be determined by the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer and countersigned by the President or the Vice President.

8.4 Deposits. All funds of IPWMAN shall be deposited from time to time to the credit of IPWMAN in such banks, trust companies or other depositories as the Board may select.

8.5 Membership Dues and/or Fees. Membership dues and/or fees will be determined by the Board of Directors. The amount of the membership dues and/or fees shall be reviewed and established annually by the Board of Directors. Dues and/or fees shall be due within thirty (30) days of January 1 of each year.

The Board of Directors will determine the method and amount of any other fees to be charged or assessed by IPWMAN.

8.6 Gifts. The Board may accept on behalf of IPWMAN any contribution, gift, bequest or devise for the general purposes or for any special purpose of IPWMAN, unless otherwise prohibited by law.

8.7 Reimbursement. The Board shall adopt reimbursement procedures and associated policies.

Article Nine

Fiscal Year, Books and Minutes

9.1 Fiscal Year. The fiscal year and business year of IPWMAN shall begin on January 1 and end on December 31.

9.2 Books and Minutes. IPWMAN shall keep correct and complete books and records of account and shall also keep minutes of the meetings of its Board.

Article Ten

Distribution of Assets upon Dissolution

If at any time the dissolution of this Intergovernmental Agency is authorized by the Board of Directors, the members of the Board of Directors then holding office as such shall distribute the assets of IPWMAN remaining after payment, satisfaction and discharge, or adequate provision therefore, of all liabilities and obligations of IPWMAN, to the member agencies, pursuant to a plan of distribution as duly adopted by the Board. The Board shall incur no

personal liability for failure to ascertain, after a reasonable examination, the existence of any contributor.

Article Eleven

Amendment to By-Laws

Any member may propose amendment of these By-Laws. Proposed amendments shall be submitted to the Board of Directors. Amendments must be approved by majority vote of the Board of Directors before being sent to the members for consideration at a duly called meeting held at least 45 days after the Secretary, or designee, has sent the proposed amendment by paper document or electronically to each member. Any proposed amendment receiving the affirmative vote of at least three-fifths (60%) of the members present at the meeting shall be deemed approved by the members and effective immediately unless specifically stated otherwise in the amendment.

Article Twelve

Retention of Property Interest

All right, title, and interest, both legal and equitable in and to property of IPWMAN shall remain in IPWMAN. If such property shall be in the possession of a member, Executive Officer, Administrative Officer or such other person so entrusted, it shall be immediately returned to IPWMAN in the event of that person's death, resignation, removal or such other action disassociating that person with IPWMAN.

Article Thirteen

Rules of Procedure

The rules contained in the current edition of "Robert's Rules of Order – Revised" shall generally be used as a guide to govern the procedural conduct of the Board of Directors and Executive Committee and its committees and advisory bodies in all cases to which they are applicable and in which they are not inconsistent with these By-laws. Additionally, the Board may adopt its own rules of procedure, which shall not be inconsistent with these by-laws.

Adopted by the Board of Directors in accordance with these By-Laws on October 22, 2024.

An Intergovernmental Agreement Providing for Membership in the Illinois Public Works Mutual Aid Network Agreement

This Intergovernmental Public Works Agreement (hereinafter "Agreement") is entered into by and among _____ ("Participating Agency") and the other participating public agencies that have also executed this Agreement (collectively, the "Parties" and individually a "Party").

WHEREAS, by executing this Agreement, Participating Agency has manifested its intent to participate in the program for mutual aid and assistance, hereinafter entitled the "Illinois Public Works Mutual Aid Network (IPWMAN)"; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., (hereinafter "Act") authorize units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Act provides that any one or more public agencies may contract with any one or more other public agencies to set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting Parties; and

WHEREAS, the Act provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including a unit of local government from another state; and

WHEREAS, the Parties may voluntarily agree to participate in mutual aid and assistance activities conducted pursuant to IPWMAN and the Interstate Emergency Management Assistance Compact (EMAC); and

WHEREAS, the Parties eligible to voluntarily participate in IPWMAN include, without limitation: municipalities, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other public agency, as defined by the Act, that performs a public works function; and

WHEREAS, the Parties are units of local government as defined by the Constitution of the State of Illinois and public agencies as defined by the Act; and

WHEREAS, the Parties recognize that they are vulnerable to a variety of potential natural and man-made disasters; and

WHEREAS, the Parties wish to provide mutual aid and assistance to one another during times of disaster or public works emergencies; and

WHEREAS, the Parties may also provide mutual aid and assistance to one another on a day-to-day basis during non-emergencies pursuant to this Agreement; and

NOW, THEREFORE, the Parties agree as follows:

SECTION I: PURPOSE

IPWMAN is hereby established to provide a method whereby a Party in need of mutual aid assistance may request aid and assistance from the other Parties in the form of personnel, equipment, materials or other associated services as necessary. The purpose of this Agreement is to formally document such a program.

SECTION II: DEFINITIONS

The following definitions will apply to the terms appearing in this Agreement.

A. "*AGENCY*" means any municipality, township road district, unit road district, county highway departments, publicly-owned water organization and publicly-owned wastewater organization or any other public agency that performs a public works function that has entered into and abides by the provisions as found in this Agreement.

B. "*AID AND ASSISTANCE*" includes, but is not limited to, personnel, equipment, facilities, services, materials and supplies and any other resources needed to provide mutual aid response during disasters and non-emergency situations, including training exercises to prepare for situations requiring mutual aid and assistance.

C. "*AUTHORIZED REPRESENTATIVE*" means a Party's employee who has been authorized, in writing by that Party, to request, offer, or provide aid and assistance pursuant to this Agreement. Each Party's initial authorized representative, and the representative's title, is to be listed on the contact list maintained by IPWMAN. If the title of the authorized representative as listed by name on the contact list has changed, such change shall have no effect on the authority of the authorized representative and the named person shall continue to be the authorized representative until a different person is named as the authorized representative in writing by the Party. In the event that the person who is listed as authorized representative is no longer employed by the Party, the successor in the office formerly held by the authorized representative shall automatically become the authorized representative unless the Party indicates otherwise in writing. Each Party's authorized representative shall be responsible to designate someone to supervise that Party's employees who are engaged in the receipt or furnishing of aid and assistance, including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal utilities.

D. "*BOARD OF DIRECTORS*" is a group of representatives from the Parties to this Agreement elected to organize and maintain the program. The Board of Directors shall consist of members of IPWMAN. Qualifications and terms for the Board members shall be defined in the By-Laws of the Illinois Public Works Mutual Aid Network.

E. "*BOARD MEMBER*" is a representative of the IPWMAN serving on the Board of Directors.

F. "*DISASTER*" means a calamitous incident threatening loss of life or significant loss or damage to property, including, but not limited to flood, winter storm, hurricane, tornado, dam break, or other naturally-occurring catastrophe or man-made, accidental, military, or paramilitary incident, or biological or health disasters or a natural or manmade incident that is, or is likely to be, beyond the

control or resources of the services, personnel, equipment and facilities of a Party that requires assistance under this Agreement, and may be coordinated through the appropriate local accredited/certified Emergency Management Agency coordinator.

G. "*IPWMAN*" is the acronym for the Illinois Public Works Mutual Aid Network.

H. "*LOCAL EMERGENCY*" is defined as an urgent need requiring immediate action or attention beyond normal capabilities, procedures and scope for aid and assistance by an Agency.

I. "*GENERAL MUTUAL AID*" means aid and assistance provided during non-emergency conditions.

J. "*MUTUAL AID RESOURCE LIST*" means the list of the equipment, personnel and other resources that each Party has available for the provision of aid and assistance to other Parties. This list shall be periodically updated in accordance with the Operational Plan as approved by the Board of Directors, or its designee.

K. "*NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)*" a Presidential directive that provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private-sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds.

L. "*PARTY*" means an Agency which has adopted and executed this Agreement.

M. "*PERIOD OF ASSISTANCE*" means a specified period of time when a Responding Agency assists a Requesting Agency. The period commences when personnel, equipment, or supplies depart from a Responding Agency's facility and ends when the resources return to their facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from a disaster, local emergency, or period of general mutual aid, as previously defined.

N. "*RESPONDING AGENCY*" means the Party or Agency which has received a request to furnish aid and assistance from another Party and has agreed to provide the same.

O. "*REQUESTING AGENCY*" means the Party or Agency requesting and receiving aid and assistance from a Responding Agency.

SECTION III: RESPONSIBILITY OF PARTIES

A. *PROVISION OF AID.* Each Party recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide similar aid and assistance to the Party's own constituents. This Agreement shall not be construed to impose any unconditional obligation on any Party to provide aid and assistance. A Party may choose not to render aid and assistance at any time, for any reason.

B. *RECRUITMENT.* The Parties hereby encourage each other to enlist other agencies to adopt and execute this Agreement.

C. *AGREEMENT FOR BENEFIT OF PARTIES.* All functions and activities performed under this Agreement are for the benefit of the Parties to this Agreement. Accordingly, this Agreement shall not be construed to be for the benefit of any third parties and no third parties shall have any right or cause of action against the Parties to this Agreement.

D. *IMMUNITIES.* All immunities provided by law to the Parties shall be fully applicable to the Parties providing or receiving aid and assistance pursuant to this Agreement, including, but not limited to, the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq.

E. *MEMBERSHIP.* To be a member in good standing, a Party shall be responsible for dues and other obligations as specified in the IPWMAN By-Laws and Operational Plan.

SECTION IV: ANNUAL REVIEW

At a minimum, the Board of Directors shall meet annually at a meeting place designated by the Board of Directors to review and discuss this Agreement and, if applicable, to recommend amendments to this Agreement. The Board of Directors shall have the power and signing authority to carry out the purposes of this Agreement, including but not limited to the power to: adopt by-laws; execute agreements and documents approved by the Board of Directors; develop specific operating plans, procedures and protocol for requesting assistance; organize meetings; engage in joint training exercises; operate a website; disseminate information; create informational brochures; create subcommittees; maintain lists of the Parties; maintain equipment and supply inventory lists; and deal with Party issues.

SECTION V: PROCEDURES FOR REQUESTING ASSISTANCE

The Board of Directors will promulgate and regularly update procedures for requesting assistance through the IPWMAN Operational Plan.

SECTION VI: RESPONDING AGENCY'S ASSESSMENT OF AVAILABILITY OF RESOURCES

The Board of Directors will promulgate and regularly update procedures for responding agency's assessment of availability of resources through the IPWMAN Operational Plan.

SECTION VII: SUPERVISION AND CONTROL

A. *DESIGNATION OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL.* Responding Agency shall designate a representative who shall serve as the person in charge of coordinating the initial work assigned to the Responding Agency's employees by the Requesting Agency. The Requesting Agency shall direct and coordinate the work being assigned to the Responding Agency(s) and the Requesting Agency's employees. All actions shall be consistent with and in accordance with the National Incident Management System (NIMS) and the IPWMAN Operational Plan.

B. *RESPONSIBILITIES OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL.* The Board of Directors will promulgate and regularly update procedures for Responding Agency's supervisory

personnel through the IPWMAN Operational Plan.

SECTION VIII: LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL

The Board of Directors will promulgate and regularly update procedures for length of time for aid and assistance, renewability, and recall through the IPWMAN Operational Plan.

It is presumed that a Responding Agency's aid and assistance shall be given for an initial minimum period of twelve (12) hours. Thereafter, assistance shall be extended as the Responding Agency and Requesting Agency shall agree. The twelve (12) hour period shall start when the aid and assistance departs from Responding Agency's location with the intent of going to Requesting Agency's location. The aid and assistance shall end when it returns to Responding Agency's location with the understanding between the Responding Agency and Requesting Agency that provision of aid and assistance is complete.

Responding Agency may recall its aid and assistance at any time at its sole discretion. Responding Agency shall make a good faith effort to give the Requesting Agency as much advance notice of the recall as is practical under the circumstances.

SECTION IX: DOCUMENTATION OF COST & REIMBURSEMENT OF COST

A. *PERSONNEL* - Responding Agency shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and collective bargaining agreements. At the conclusion of the period of aid and assistance, the Responding Agency shall document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e.; FICA, unemployment, retirements, etc.).

B. *RESPONDING AGENCY'S TRAVELING EMPLOYEE NEEDS* - Responding Agency shall document the basic needs of Responding Agency's traveling employees, such as reasonable lodging and meal expenses of Responding Agency's personnel, including without limitation transportation expenses for travel to and from the stricken area during the period of aid and assistance.

C. *EQUIPMENT* - Responding Agency shall document the use of its equipment during the period of aid and assistance including without limitation all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition, fuels, miscellaneous supplies, and damages directly caused by provision of the aid and assistance.

D. *MATERIALS AND SUPPLIES* - Responding Agency shall document all materials and supplies furnished by it and used or damaged during the period of aid and assistance.

E. *REIMBURSEMENT OF COSTS* - Equipment, personnel, materials, supplies and/or services provided pursuant to this Agreement shall be at no charge to the Requesting Agency, unless the aid and assistance is requested for more than five (5) calendar days. If aid and assistance is requested for more than five (5) calendar days, the Responding Agency may submit an itemized invoice to the Requesting Agency seeking reimbursement of the cost incurred for personnel, traveling employees, equipment, materials and supplies. If aid and assistance is requested from the State of Illinois to be activated as a State asset, the Responding Agency will be reimbursed for

personnel, materials, supplies and equipment from the first day of the response to the event by the State of Illinois. Materials and supplies will be reimbursed at the cost of replacement of the commodity. Personnel will be reimbursed at Responding Agency rates and equipment will be reimbursed at an appropriate equipment rate based upon either pre-existing locally established rates, the Federal Emergency Management Agency Equipment Rate Schedule or that published by the Illinois Department of Transportation. In the event that there is no such appropriate equipment rate as described above, reimbursement shall be at the actual cost incurred by the Responding Agency.

SECTION X: RIGHTS AND PRIVILEGES OF RESPONDING AGENCY'S EMPLOYEES

Whenever Responding Agency's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Responding Agency.

SECTION XI: WORKERS' COMPENSATION

The Parties agree that Requesting Agency shall be responsible for payment of workers' compensation benefits owed to Requesting Agency's employees and that Responding Agency shall be responsible for payment of workers' compensation benefits owed to Responding Agency's employees.

SECTION XII: INSURANCE

Each Party shall bear the risk of liability for its agency and its agency's employees' acts and omissions and shall determine for itself what amount of insurance it should carry, if any. Each Party understands and agrees that any insurance coverage obtained shall in no way limit that Party's responsibility under Section XIII of this Agreement to indemnify and hold the other Parties to this Agreement harmless from such liability.

SECTION XIII: INDEMNIFICATION

Each Party hereto agrees to waive all claims against all other Parties for any loss, damage, personal injury or death occurring in consequence of the performance of this Agreement but only if such claim is not a result of gross negligence or willful misconduct by another Party or its personnel.

Each Party requesting aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the Responding Agency and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the Party rendering aid or its employees shall be the sole and exclusive responsibility of the Responding Agency; and further provided that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the Responding Agency. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement.

SECTION XIV: NON-LIABILITY FOR FAILURE TO RENDER AID

The rendering of assistance under the terms of this Agreement shall not be mandatory under any circumstances, including, without limitation, that the local conditions of the Responding Agency prohibit response. It is the responsibility of the Responding Agency to immediately notify the Requesting Agency of the Responding Agency's inability to respond; however, failure to immediately notify the Requesting Agency of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION XV: NOTICE OF CLAIM OR SUIT

Any Party that becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Parties of this Agreement shall provide prompt and timely notice to the Parties who may be affected by the suit or claim. Each Party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

SECTION XVI: AMENDMENTS

Any member may propose amendment of this Agreement. Proposed amendments to this Agreement shall be submitted to the Board of Directors. Amendments approved by majority vote of the Board of Directors will be sent to the members for consideration at a duly called meeting held at least 45 days after the Secretary, or designee, has sent the proposed amendment by paper document or electronically to each member. Any proposed amendment receiving the affirmative vote of at least three-fifths (60%) of the members present at the meeting shall be sent to the membership for adoption by the governing body of each member. Failure of a member's governing body to adopt any amended agreement within 120 days of receipt of the proposed amended agreement will signify a Party's withdrawal from the Agreement.

SECTION XVII: ADDITIONAL PARTIES

Additional Agencies may become Parties to this Agreement, provided that such Agencies:

- (1) Approve and execute this Agreement.
- (2) Provide a fully executed copy of this Agreement to the Board of Directors.
- (3) Provide the name and title of an authorized representative to the Board of Directors.
- (4) Annually provide a list of mutual aid resources to its local accredited/certified Emergency Management Agency. If requested, the agency may need to assist its local accredited/certified Emergency Management Coordinator with data entry of its mutual aid resources into a web-based format (NIMS Source).

Upon submission of the items enumerated above to the Board of Directors and receipt of acknowledgement from the Board of Directors, the submitting agency shall be regarded as a Party to the Agreement.

SECTION XVIII: NOTICES

Notices and requests as provided herein shall be deemed given as of the date the notices are deposited, by First Class Mail, addressed to the Board of Directors who will notify each of the Parties' representatives.

SECTION XIX: INITIAL TERM OF AGREEMENT; RENEWAL; TERMINATION

The initial term of this Agreement shall be one (1) year from its effective date. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing on the anniversary of the effective date of this Agreement. Any Party may withdraw from this Agreement at any time by giving written notification to the Board of Directors. The notice shall not be effective until ninety (90) days after the notice has been served upon the Board of Directors by First Class mail. A Party's withdrawal from this Agreement shall not affect that Party's liability or obligation incurred under this Agreement prior to the date of withdrawal. This Agreement shall continue in force and effect as to all other Parties until such time as a Party withdraws. Failure to adopt any amended agreement within one hundred and twenty (120) days of said amended agreement will signify a Party's withdrawal from the Agreement pursuant to Section XVI of this Agreement. Any Party that fails to meet its obligations in accordance with this Agreement or the IPWMAN bylaws may have its participation in IPWMAN terminated by a two-thirds vote of the Board of Directors pursuant to 2.4 of the IPWMAN by-laws.

SECTION XX: HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

SECTION XXI: SEVERABILITY

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the Parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been declared invalid. Accordingly, it is the intention of the Parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

SECTION XXII: EFFECTIVE DATE

This Agreement shall be effective on the date of the acknowledgement letter sent by the Board of Directors.

SECTION XXIII: WAIVER

Failure to enforce strictly the terms of this Agreement on one or more occasions shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on any other occasion.

SECTION XXIV: EXECUTION OF COUNTERPARTS

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

SECTION XXV: PRIOR IPWMAN AGREEMENTS

All prior IPWMAN agreements for mutual aid and assistance between the Parties hereto are suspended and superseded by this Agreement. It is specifically understood and agreed that this Agreement is intended to reorganize IPWMAN's governing structure to a Board of Directors of the Intergovernmental Agency rather than of a not-for-profit corporation as provided in the By- Laws attached to this Agreement as Exhibit A. The By-Laws are specifically incorporated here by reference. All prior acts of the Board of Directors are hereby declared to be those of IPWMAN, an Intergovernmental Agency.

SECTION XXVI: PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Parties and no person or entity shall have any rights under this Agreement as a third-Party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

NOW, THEREFORE, each of the Parties have caused this IPWMAN Mutual Aid Agreement to be executed by its duly authorized representative who has signed this Agreement as of the date set forth below.

Signature Page

Approved and executed this _____ day _____ of 20 _____.

For the Agency (Insert Name): _____

By: _____

Its: _____

Attest

By: _____

Its: _____

APPROVED

On behalf of the Illinois Public Works Mutual Aid Network

Approved and executed this _____ day of _____ 20 _____.

By: _____

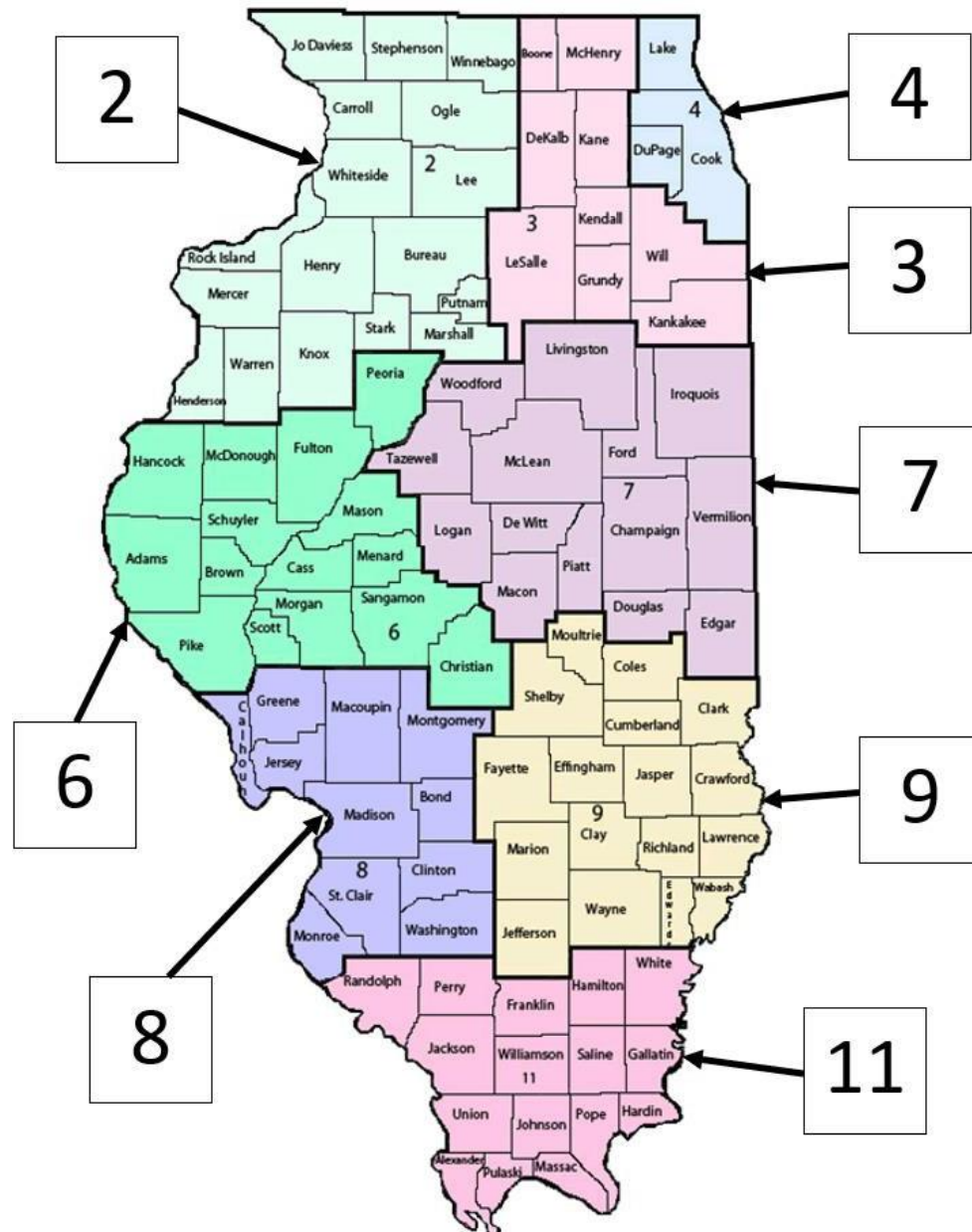
Vince Kilcullen
President, IPWMAN Board of Directors

Attest: _____

Joe Cronin
Secretary, IPWMAN Board of Directors

*Approved by the IPWMAN Interim Board of Directors on September 17, 2008.
Amended by the IPWMAN Interim Board of Directors on August 19, 2009. Amended
by the IPWMAN Board of Directors on June 16, 2010. Amended by the IPWMAN Board
of Directors on October 22, 2024.*

Exhibit 1—IPWMAN Region Map



IPWMAN Region Map

VILLAGE OF HOFFMAN ESTATES

**AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL
AGREEMENT FOR PARTICIPATION IN THE
ILLINOIS PUBLIC WORKS MUTUAL AID NETWORK (IPWMAN)**

WHEREAS, the Illinois Public Works Mutual Aid Network (IPWMAN) was organized beginning in 2009 to coordinate mutual aid. The system is designed to facilitate all levels of mutual aid from day-to-day non-emergent sharing of resources to major incidents and disasters requiring significant deployment of resources; and

WHEREAS, since the last revision of the master IPWMAN intergovernmental agreement IPWMAN has grown exponentially to its current composition of over 400 Illinois member agencies; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves, with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the “Intergovernmental Cooperation Act”, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including units of local government from another state; and

WHEREAS, Section 5 of the “Intergovernmental Cooperation Act”, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the President and Board of Trustees of the Village of Hoffman Estates have determined that it is in the best interests of this unit of local government and its residents to enter into the Illinois Public Works Mutual Aid Network Agreement to secure to each the benefits of public works mutual aid and assistance.

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

Section 1: INCORPORATION OF RECITALS. That the recitals set forth above are incorporated here by reference.

Section 2: APPROVAL OF AGREEMENT. That the Illinois Public Works Mutual Aid Network Agreement is hereby approved, and the Village President and Village Clerk be and are hereby authorized and directed to execute the Illinois Public Works Mutual Aid Network Agreement, a copy of which is attached hereto as Exhibit A and made a part hereof.

Section 3: REPEALER. All prior ordinances, resolutions or motions, or parts of ordinances, resolutions, or motions in conflict with any of the provisions of this Ordinance shall be, and the same are hereby repealed to the extent of the conflict.

Section 4: SEVERABILITY. This Ordinance and every provision thereof shall be considered severable. If any section, paragraph, clause, or provision of this Ordinance is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Ordinance.

Section 5: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

Section 6: The Village Clerk is hereby authorized to publish this Ordinance in pamphlet form.

PASSED THIS _____ day of _____, 2025

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

APPROVED THIS _____ DAY OF _____, 2025

Village President

ATTEST:

Village Clerk

Published in pamphlet form this _____ day of _____, 2025.



AGENDA ITEM REPORT

Village Board of Trustees
May 5, 2025
ITEM 5F

REQUEST: Approval of design engineering agreement with Baxter & Woodman, Inc., of Chicago, IL for the Shoe Factory Road Water Main Replacement, in an amount not to exceed \$116,000.

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

ITEM TYPE: Agreement - Village Board

REQUEST SUMMARY

The Village operates a 16" transmission water main located parallel to the EJ&E railroad line between Shoe Factory Road and the I-90 Tollway, which is due for replacement. As part of a multi-year Capital Improvement Program (CIP), Village staff have prioritized proactive water main replacements across the system. This targeted approach is guided by factors such as break history, system criticality, and recommendations from a 2022 water system evaluation study conducted by Burns & McDonnell.

Due to concerns with the location, existing easements, proximity to the rail line, and the necessary permitting for any type of replacement technique, the use of an engineering consultant for design was deemed necessary. In February 2025, the Village received three proposals from pre-qualified engineering consultants, which were evaluated based on project approach and understanding, experience on comparable projects, and proposed project schedule.

Using the criteria outlined above, Baxter & Woodman (B&W) was identified as the most qualified firm for this project. After selection, staff worked with B&W to review and refine the scope of work, hours, and fee, which are outlined in the attached engineering agreement. Per the proposed scope, B&W will prepare a preliminary memorandum presenting alternative installation methods along with rough cost estimates. Village staff will use this information to determine the preferred approach before proceeding with final design. Final deliverables are due by November 2025 at a not-to-exceed amount of \$116,000. Staff considers this a conservative estimate as, depending on the selected alternative, portions of the design work may not be necessary.

FINANCIAL IMPACT

The proposed not-to-exceed cost of \$116,000 is below the budgeted amount of \$350,000 for the Shoe Factory Rd//EJ& E ROW design engineering. This is the final

item within the 2025 water main replacement budget. With the proposed cost, the 2025 CIP water main replacement program is \$120,000 under budget.

RECOMMENDATION

Approval of design engineering agreement with Baxter & Woodman, Inc., of Chicago, IL for the Shoe Factory Road Water Main Replacement, in an amount not to exceed \$116,000.

ATTACHMENTS

1. 2500360.00_Proposal_ShoeFactoryRd_WM_Repl_Rev2 FINAL

Village of Hoffman Estates Engineering Services Agreement

This Professional Services Agreement (the “Agreement”) is made and entered into this ____ day of April 2025, by and between the VILLAGE OF HOFFMAN ESTATES, ILLINOIS, a municipal corporation located at 1900 Hassell Road, Hoffman Estates, IL (“Village”) and Baxter & Woodman, Inc., with a principal place of business at 8430 W Bryn Mawr Road, Chicago, IL (“Contractor”) and sets forth the terms and conditions under which Contractor agrees to perform certain services as set forth below.

This Agreement is made pursuant to Hoffman Estates RFP dated February 7, 2025 and Contractor’s Proposals dated April 21, 2025 attached hereto as Exhibit A and incorporated herein by reference.

1. SERVICES

Contractor shall perform engineering services detailed in scope of services, attached hereto as Exhibit A and incorporated herein by reference, at various locations within the Village of Hoffman Estates, Illinois.

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

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

2. TERM AND TERMINATION

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

3. FEES AND PAYMENT TERMS

The total cost for services shall not exceed cost of \$116,000.

Costs include all mobilization, equipment and labor charges incurred throughout the duration of the services. Traffic control, heavy clearing, root cutting, waste hauling and disposal, structure location, municipal water usage license, fees, permits, and or deposits are not considered part of the fee.

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

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

4. RELATIONSHIP OF THE PARTIES

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

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

5. INSURANCE

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

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

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

6. THIRD PARTY MATERIALS

Contractor will not prepare any deliverables or other material for Village that contains any limitations by third parties on its use without first securing either (i) Village's prior written approval of such limitations, or (ii) the third party's prior written waiver of such limitations. Contractor will not use any materials produced or provided by any third party ("Third Party Materials") having said limitations without having secured the appropriate licenses or prior written approval of each said third party. In addition, Contractor will not, without Village's prior

written approval, use any Third Party Materials pursuant to licenses or agreements that limit or prohibit the assignment of Contractor's rights in and to such Third Party Materials to Village or Village's designee. Contractor shall maintain a copy of all such licenses and agreements and provide copies to Village upon Village's request.

7. OWNERSHIP OF WORK PRODUCT

Contractor agrees that all work product produced by Contractor hereunder, including, without limitation, all reports and other documents ("Work Product") shall be deemed to be works made for hire under U.S. copyright laws and that all right, title, and interest in and to the Work Product shall be the sole property of Village and Village shall have the exclusive right to the copyrights on the Work Product. To the extent that the Work Product is not deemed to satisfy the requirements for a work made for hire under U.S. copyright laws, Contractor hereby assigns to Village all copyrights the Work Product and agrees to execute any additional documents requested by Village to further such assignment at no additional cost to Village. Contractor warrants that the Work Product shall not infringe the patent, copyright or other intellectual property or proprietary right of any third party and agrees to defend, indemnify and hold Village harmless against any such third party claim.

8. ASSIGNMENT AND SUBCONTRACTING

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

9. NOTICE

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

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

If to Contractor: Sean O'Dell
Baxter & Woodman, Inc.
8430 W Bryn Mawr Ave, Suite 400
Chicago, IL 60631
Email: sodell@baxterwoodman.com
Phone: 815-482-7853

10. GOVERNING LAW AND VENUE

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

11. COMPLIANCE WITH LAWS

Each party hereto covenants and agrees to comply with all applicable federal, state, and local laws, codes, ordinances, rules and regulations.

12. SEVERABILITY

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

13. WAIVER

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

14. ENTIRE AGREEMENT

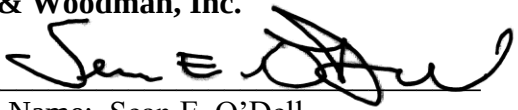
This Agreement constitutes the entire agreement and understanding of the parties with regard to the subject matter contained herein and supersedes all prior agreements and understandings between the parties dealing with such subject matter, whether written or oral. No agreement hereafter made between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

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

The Village of Hoffman Estates

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

Baxter & Woodman, Inc.

By:  _____
Printed Name: Sean E. O'Dell
Title: Executive Vice President
Date: April 21, 2025

April 21, 2025

Mr. Ryan Christensen
Superintendent of Water and Sewer
Village of Hoffman Estates
2305 Pembroke Avenue
Hoffman Estates, IL 60169

Subject: Village of Hoffman Estates – Shoe Factory Road 16” Water Main Replacement – Design Engineering

Dear Mr. Christensen:

Baxter & Woodman is looking forward to assisting the Village of Hoffman Estates with the Shoe Factory Road 16" Water Main Replacement project. This proposal outlines our scope of services and engineering fee for the alternatives analysis and detailed engineering design of the 16-inch ductile iron water main replacement or rehabilitation from Shoe Factory Road to the I-90 Tollway. If replacement with a new 16-inch main is chosen over rehabilitation or in situ replacement, easement acquisition will likely be necessary, and the preparation of easement documentation is included in our scope of work.

Scope of Services

1. PROJECT COORDINATION AND DATA COLLECTION

1.1. PROJECT MANAGEMENT

- A. Plan, schedule, and control the activities that must be performed to complete the project, including budget, schedule, and scope.
- B. Coordinate with OWNER and project team to confirm the goals of the project are achieved.
- C. Prepare and submit monthly invoices, coordinate invoices from sub-consultants, and provide a monthly status report via email describing tasks completed the previous month and outlining goals for the subsequent month.

1.2. PROJECT MEETINGS

- A. The following meetings are anticipated for this project:
 - 1. Meetings with OWNER (5 total)
 - a) Kickoff Meeting
 - b) Alternatives Analysis Meeting
 - c) Preliminary (30%) Design Review Meeting
 - d) 60% Design Review Meeting
 - e) Pre-Final (95%) Meeting

1.3. COLLECT EXISTING DATA

- A. Obtain, review, and evaluate the following information provided by the OWNER for use in design:
 - 1. Utility Atlases
 - 2. GIS Shape Files Surrounding the Project Limits
 - 3. Environmental Studies
 - 4. Geotechnical Data
 - 5. Right-of-Way, GIS, and Property Data
 - 6. Existing Easement Documentation
 - 7. Create Lists of Missing or conflicting Data

1.4. TOPOGRAPHIC SURVEY

- A. Topographic Survey: Perform topographic survey of the Project limits of natural and man-made features in order to develop base sheets for Project plan drawings. State plane coordinates and NAVD 88 will be used for horizontal and vertical controls.
- B. Right of Way: Field-locate existing property corners and utilize available tax parcel information to establish an approximate right-of-way (ROW).

1.5. SITE VISITS FOR DESIGNERS

- A. Conduct site visits to familiarize the designer(s) with the site and verify the drawings.
- B. Prepare guidelines for protection of parkway features/trees, traffic control, construction staging, and restoration for the OWNER's use in communicating with residents, and for use during detailed design.

1.6. GEOTECHNICAL INVESTIGATION – Arrange an outside consultant, Soil & Material Consultants (SMC), to collect soil borings, and provide analysis and recommendations in a soils report accordance with DOT guidelines. Four (4) soil borings will be collected to evaluate feasibility of trenchless installation of new water main. Geotechnical services are a separate expense to the Village estimated at \$3,600.

1.7. WETLAND DELINEATION

- A. Identify Wetlands according to the multi-parameter approach as detailed in the Corps of Engineers Wetlands Delineation Manual and Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest. This task includes the collection of background data such as National Wetlands Inventory and Wetland Inventory maps, soil survey, topographic maps, and available aerial photographs, to investigate the potential for the existence of wetlands on site. Wetland boundaries are flagged approximately every 50 feet. Flags are recorded with a Trimble R1 GNSS receiver (+/- one foot, which is industry standard); and data points are uploaded into GIS.

- B. Prepare a Wetland Delineation Report and Exhibits that summarize the methodology used, site description, and survey results.

1.8. UTILITY LOCATES AND COORDINATION

- A. Complete a Design Stage Request with JULIE, which consists of obtaining names and phone numbers of utilities located within the work area.
- B. Obtain names and phone numbers of utilities located within the work area. Contact utilities, obtain atlases where available, and provide preliminary plan sheets to utility companies for their markup and return.
- C. Record and maintain documentation of communications with utilities.

- 1.9. CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (CCDD) – Obtain geological services for completing IEPA Form 663, including CCDD screening, testing, and subsurface investigation. Coordinate with local disposal sites for pre-approval of investigated materials.

2. ALTERNATIVES ANALYSIS

2.1. ALTERNATIVES ANALYSIS

- A. Develop design criteria to clearly identify the goal(s) of the proposed improvements, including determination of project limits.
- B. Develop up to three alternatives to address the identified project needs. Develop one alternative for installation of HDPE pipe via horizontal directional drilling (HDD), one alternative for rehabilitation of existing pipe using cured-in-place pipe (CIPP) lining, and one alternative for replacement of existing pipe via pipe bursting.
- C. Determine if the proposed improvements can be designed and constructed using alternate methods or materials to reduce construction, and operation and maintenance costs.
- D. Prepare high-level cost estimates of the three alternatives.

- 2.2. TECHNICAL MEMORANDUM – Prepare a brief summary memorandum describing the existing system, analyses performed, alternatives considered, conclusions, and recommendations. Prepare associated exhibits, including concept plans for each alternative.

3. PRELIMINARY DESIGN

3.1. PRELIMINARY DESIGN DOCUMENTS

- A. Develop base sheets of natural and man-made features from topographic survey data.
- B. Indicate the location of all utilities that can be obtained from the best available records, including utility company atlases.
- C. Prepare preliminary plan sheets (30%) that indicate the proposed layout of design elements.
- D. Create lists of items for clarification at future site visits.

- 3.2. PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST
 - A. Prepare Opinion of Probable Costs (OPC) for the Project, including construction cost, contingencies, and construction engineering services.
- 3.3. PEER AND CONSTRUCTABILITY REVIEWS
 - A. Conduct engineering QA/QC peer reviews of drawings.
 - B. Conduct constructability review of drawings.
 - C. Make revisions to Drawings based on comments from both engineering and construction reviews.
- 4. ENVIRONMENTAL COORDINATION AND PERMITTING
 - 4.1. PERMITS AND AGENCY COORDINATION
 - A. Obtain a historic preservation consultation from IHPA.
 - B. Submit the design documents to obtain permits from Cook County Highway Department of Transportation (CCDOH), IEPA, Canadian National Railroad, and US Army Corps of Engineers (USACE).
- 5. FINAL DESIGN AND PLAN DEVELOPMENT
 - 5.1. FINAL DESIGN
 - A. Review and respond to Preliminary (60%) and Pre-Final (95%) plan sheets comments.
 - B. Finalize the preferred geometric layout throughout the Project.
 - C. Finalize the design for the proposed improvements, including the water main location and elevation of pipelines, valves, and fire hydrants.
 - 5.2. EASEMENT AND PLAT WORK
 - A. Utilize in-house registered land surveyor to investigate existing property ownership, existing easements, and dedicated rights-of-way.
 - B. Prepare exhibits and legal description(s) for new easement(s).
 - 5.3. BIDDING DOCUMENTS/PROJECT MANUAL
 - A. Provide detailed drawings design elements and construction requirements.
 - B. Create all legends, general notes, and designer instructions to contractors, to create a final set of construction drawings.
 - C. Prepare Design Documents consisting of Drawings and Specifications detailing the general scope, extent, and character of construction work to be furnished and performed by the Contractor(s). Specifications prepared in conformance with the format of the Construction Specification Institute.

- D. Prepare for review and approval by the OWNER and its legal counsel the forms of Construction Contract Documents, consisting of “Front End Documents” including Advertisement for Bids, Bidder Instructions, Bid Form, Agreement, Performance Bond Form, Payment Bond Form, General Conditions, and Supplementary Conditions, where appropriate, based upon standard OWNER contract documents or documents prepared by the Engineers Joint Contract Document Committee (EJCDC).
 - E. Both Pre-final (95%) and Final (100%) plan sheets and contract documents submittals are anticipated for this Project.
- 5.4. ENGINEER’S OPINION OF PROBABLE CONSTRUCTION COST – Prepare Opinion of Probable Costs (OPC) for the Project, including construction cost, contingencies, and construction engineering services.
- 5.5. PEER AND CONSTRUCTABILITY REVIEWS
- A. Conduct engineering QA/QC peer reviews of Final Drawings and Specifications.
 - B. Conduct constructability review of Final Drawings and Specifications.
 - C. Revise Drawings and Specifications based on comments from both engineering and construction reviews.
6. BID ASSISTANCE
- 6.1. BIDDING ASSISTANCE
- A. Provide design assistance and clarification for bid documents.
 - 1. Assist the OWNER with coordination and scheduling during the bidding process.
 - 2. Provide documents for bidding and assist the OWNER in solicitation of bids and prepare addenda as necessary.
 - 3. Attend bid opening to receive and evaluate bids.
 - 4. Tabulate bids and make a recommendation to the OWNER for an award of contract.
7. NOT INCLUDED
- 7.1. The following items are not included within the scope of this project, but can be provided as additional services to the contract:
- A. Permit Review Fees
 - B. ROW Acquisition services, including title commitments, Plats, Legals, Appraisals, and Negotiations
 - C. Environmental Studies (PESA, PSI, etc.)

Fee

The Owner shall pay the Engineer for the services performed or furnished, based upon the Engineer's standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel, which in total will not exceed **\$116,000.00**.

A complete fee breakdown is included as an attachment.

This proposal is valid for 90 days from the date issued.

Schedule

The Alternatives Analysis Technical Memo will be delivered to the Owner during the summer of 2025. The project will go out to bid in November 2025.

Acceptance

If you find this proposal acceptable, please sign and return one copy for our files. The attached Terms & Conditions apply to the proposal. If you have any questions or need additional information, please do not hesitate to contact Jack Worsham at 815-444-3332 or jworsham@baxterwoodman.com.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Daniel G. Bounds, PE
Associate Vice President

Village of Hoffman Estates

ACCEPTED BY: _____

TITLE: _____

DATE: _____

\\\\corp.baxwood.com\\project\\Azure\\HOFFE\\2500360-Shoe Factory Road Water Main
Repla\\Contract\\Work\\2500360_Proposal_ShoeFactoryRd_WM_Repl.docx

Cost Proposal

Our engineering fee for the stated scope of services will be based on our hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses, including travel costs which in total will not exceed **\$116,000.00**.

Shoe Factory Road 16” Water Main Replacement

Deliverable	Executive VP \$275	Engineer III \$180	Engineer II \$160	Engineer III \$185	Engineer IV \$205	GIS \$145	CAD Tech II \$155	Production Manager \$185	Survey Manager \$180	Survey Crew Chief \$150	Surveyor \$122.50	Surveyor \$205	Env. Scientist V \$175	Rest. Ecologist II \$130	Rest. Ecologist I \$100	Env. Scientist V \$185	Env. Scientist III \$135	Admin. Support IV \$100	Engineer VII \$252	Engineer Tech V \$185	Total Hours	Task Totals
1. Project Coordination & Data Collection																					205	\$32,195
a. Project Management	2	16																			18	\$3,430
b. Project Meetings (5)	6	6	6																		18	\$3,690
c. Collect Existing Data	2	8	12																		22	\$3,910
d. Topographic Survey		1							18	30	20										69	\$10,370
e. Site Visit for Designers	1	1	1																		3	\$615
f. Wetland Delineation		2	2										2	9	18						33	\$4,000
g. Utility Locates and Coordination		4	8																		12	\$2,000
h. Clean Construction or Demolition Debris (CCDD)		2	1													1	25	1			30	\$4,180
2. Alternatives Analysis																					66	\$11,730
a. Analysis	2	24	4	16		4															50	\$9,050
b. Technical Memorandum		12	2															2			16	\$2,680
3. Preliminary Design																					126	\$20,864
a. Preliminary Design Documents		12	40	4			40	10													106	\$17,350
b. Preliminary EOPC		4	12																		16	\$2,640
c. Peer and Constructability Reviews																			2	2	4	\$874
4. Coordination and Permitting																					62	\$9,720
a. IEPA		2	6																		8	\$1,320
b. CCDOTH		4	12																		16	\$2,640
c. Canadian National Railroad		6	12																		18	\$3,000
d. USACE		2	2											16							20	\$2,760
4. Final Design and Plan Development																					199	\$34,523
a. Final Design		20	40	8	10		40	10													128	\$21,580
b. Easement and Plat Work		2	2									25									29	\$5,805
c. Bidding Documents		8	12															4			24	\$3,760
d. Final EOPC		4	8																		12	\$2,000
e. Peer and Constructability Reviews																			4	2	6	\$1,378
6. Bid Assistance																					18	\$3,270
a. Bidding Assistance	2	8	8																		18	\$3,270
Total Hours	15	148	190	28	10	4	80	20	18	30	20	25	2	25	18	1	25	7	6	4	676	\$116,000
Total Direct Labor	\$4,125	\$26,640	\$30,400	\$5,180	\$2,050	\$580	\$12,400	\$3,700	\$3,240	\$4,500	\$2,450	\$5,125	\$350	\$3,250	\$1,800	\$185	\$3,375	\$700	\$1,512	\$740	\$112,302	
Total Reimbursables																					\$3,611	
TOTAL																						



AGENDA ITEM REPORT

Village Board of Trustees
May 5, 2025
ITEM 5G

REQUEST: Authorization to:

- a. waive formal bidding (due to sole source/ item standardization); and
- b. purchase twenty-four (24) sets of structural firefighting gear from Air One Equipment Inc. of South Elgin, IL, in an amount not to exceed \$88,320.00.

FROM: Alan Wax, Fire Chief

ITEM TYPE: Contract - Village Board

REQUEST SUMMARY

The Fire Department requests authorization to purchase structural firefighting clothing, including bunker coats and pants. As part of an ongoing annual replacement program, the Department replaces approximately 20% of its protective clothing each year—a practice incorporated into the budget process for several years, along with standardizing firefighting clothing. For the 2025 budget year, the Department seeks to purchase twenty-four (24) complete gear sets. Twenty (20) of these sets are for personnel whose gear has reached the end of its service life, while four (4) sets are designated for new hires and a member recently promoted.

FINANCIAL IMPACT

Funds for this project are included in the Department's operating budget. The cost per complete gear set (coat and pants) is \$3,680.00.

RECOMMENDATION

Authorization to:

- a. waive formal bidding (due to sole source/ item standardization)
- b. purchase twenty-four (24) sets of structural firefighting gear from Air One Equipment Inc. of South Elgin, IL, in an amount not to exceed \$88,320.00

ATTACHMENTS

- 1. Globe Sole Source 4.28.25
- 2. Structural Firefighting Gear 4.28.25

January 7, 2025

To Whom It May Concern

Re: Air One Equipment Sole Source

This letter is to confirm that Air One Equipment is the sole authorized distributor for all Globe products in following Illinois counties: Boone, Bureau, Champaign, Cook, DeKalb, DeWitt, DuPage, Ford, Grundy, Iroquois, Kane, Kankakee, Kendall, Lake, LaSalle, Lee, Livingston, Logan, Macon, Marshall, McLean, McHenry, Ogle, Peoria, Piatt, Putnam, Tazewell, Vermillion, Will Winnebago, and Woodford.

Globe is a 137 year old business engaged in the manufacture of turnout clothing for the fire and rescue industry. We take great pride in the design and construction of our garments and strive to continue to make the best products available in today's marketplace. We do business as Globe Manufacturing Company, LLC servicing a variety of needs. In addition, we offer care & cleaning services and training.

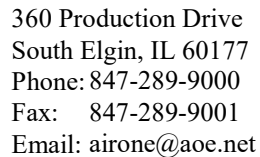
Air One Equipment and Globe Manufacturing Company, LLC are strong partners. By working together, we provide the high quality service that all of our customers expect and deserve.

We appreciate your interest in Globe Manufacturing Company products.

Sincerely,
GLOBE MANUFACTURING COMPANY, LLC

Mark Dolim
Customer Support Services Manager

MD



VALID FOR 30 DAYS.

Sold To
HOFFMAN ESTATES FIRE DEPT VILLAGE OF HOFFMAN ESTATES 1900 HASSELL RD HOFFMAN ESTATES, IL 60169

Ship To
HOFFMAN ESTATES FIRE DEPT Attn: Mike Clarke 1700 MOON LAKE BOULEVARD HOFFMAN ESTATES, IL 60169

**Shipping and delivery charges are added when invoiced unless otherwise noted.
At present, all quoted shipping/lead times are non-binding estimates only.**

Effective Jan 1, 2021, all returns after 30 days of delivery will incur a 20% restocking fee. Items ordered in connection with natural disasters, pandemic or like situations cannot be returned and orders for such items cannot be cancelled after 10 days of Seller's receipt.

DO NOT PAY- INVOICE TO FOLLOW

Page 84 of 230



AGENDA ITEM REPORT

Village Board of Trustees
May 5, 2025
ITEM 5H

REQUEST: Authorization to:

- a. waive formal bidding; and
- b. purchase a Tennant floor scrubber from North American Corporation of Illinois, Glenview, IL (consortium pricing) in an amount not to exceed \$38,483.55.

FROM: Ben Gibbs, General Manager - NOW Arena
Dan O'Malley, Deputy Village Manager

ITEM TYPE: Contract - Village Board

REQUEST SUMMARY

Request authorization to waive formal bidding and purchase a Tennant floor scrubber from North American Corporation of Illinois through the National Cooperative Purchasing Alliance (NCPA) consortium in an amount not to exceed \$38,483.55.

The NOW Arena utilizes a ride-on floor scrubber to clean the building after each event. This includes the event floor and main concourse, which means the scrubber must be small enough to fit inside the northwest elevator to travel between floors. In 2020, the NOW Arena leased a used scrubber from the Arena's janitorial company, Jani King, at a cost of \$398 for 36 months. This unit was manufactured by Karcher, a German based company. In early 2024, the Karcher unit began to experience mechanical issues, and despite extensive servicing, the unit ceased to operate in January of this year. The typical lifespan of a scrubber is 5-10 years depending on usage and maintenance.

The NOW Arena requires a ride-on scrubber to ensure the building is thoroughly cleaned following each show. For certain shows like Hot Wheels Monster Truck, the entire concourse must be cleaned within 90 minutes given multiple shows per day. As the scrubber is used on both the event floor and main concourse, the equipment must fit inside the northwest elevator, which is standard size and not meant for large equipment. As such, very few scrubbers are small enough to access the elevator. After extensive research and on-site demonstrations from various vendors, the NOW Arena recommends the purchase of T12 XP Rider – Conventional Cylindrical Scrubber. This unit is manufactured by Tennant, which is based in Minnesota and sold by North American Corporation. The cost through the NCPA consortium is \$38,483.55, which includes a 36-month Gold Service plan, which ensures the unit is maintained and repaired to avoid any downtime. Tennant is one of the largest manufacturers of cleaning technology in the world.

FINANCIAL IMPACT

The total cost for the scrubber, batteries, accessories and service program is \$38,483.55 which will be purchased through the NCPA consortium. The replacement of the scrubber was not anticipated until 2026 and, therefore, was not budgeted this fiscal year. As such, to fund this expense, a charge can be made against each show in 2025 until the balance is paid. If there is a remaining balance, that amount will be budgeted in the Arena's operating account for 2026.

RECOMMENDATION

Request authorization waive formal bidding and purchase a Tennant floor scrubber from North American Corporation of Illinois, Glenview, IL through the NCPA consortium in an amount not to exceed \$38,483.55.

ATTACHMENTS

1. North American Invoice, etc



NORTH AMERICAN

February 21st, 2025

NOW Arena
Eleil Cardenas
5333 Prairie Stone Pkwy
Hoffman Estates, IL 60192

Proposal for NOW Arena Tennant T12 Equipment.
National Cooperative Purchasing Alliance (NCPA) Contract #02-27

Description	Manufacture Part #	NA SELL PRICE	Freight: Estimated
T12 XP Rider - Conventional Cylindrical Scrubbing	T12-XP-C	\$23,418.69	No charge
LI-Ion 320 AH (Kit of 4 batteries)	9023275	\$6,584.79	
33A 100-240V AC 50/60Hz 1Ph- Off-board (for All Lithium-Ion)	9023334	\$353.89	
Spray Nozzle with Hose	9009851	\$939.59	
Vacuum Wand		\$660.59	
Polypropylene Brush	1201572	N/C	
Prepaid Tennant Gold Service. 36 months. Rate based upon assumption of 1hr per day.		\$6,526.00	
Total		\$38,483.55	
Freight waived and Tax Exempt			

Please reach out should you have any additional questions regarding the products.
Thank you for the opportunity to work together with the NOW Arena

Regards,
Thomas Anselm
Account Manager - North American Corporation
tanselm@na.com
262-818-4772



T12 XP Specifications

Compact Battery Ride-On Floor Scrubber

SCRUBBING SYSTEM

Cleaning path	32 in 810 mm
With scrubbing side brush	41 in 1,040 mm
Cylindrical main brushes	
Brush speed	600 rpm
Brush diameter (2)	7 in 180 mm
Brush down pressure (up to)	200 lb 91 kg
Brush motor (2)	1.0 hp 0.75 kW
Debris Hopper	0.3 ft ³ 10 L
Disk main brushes	
Brush speed	325 rpm
Brush size diameter (2)	16 in 405 mm
Brush down pressure (variable to)	250 lb 114 kg
Brush motor (2)	1.0 hp 0.75 kW
Tanks	
Solution tank	35 gal 132 L
Recovery tank	44 gal 166 L
Demisting chamber	9 gal 34 L
Vacuum fan	0.8 hp 0.6 kW
Speed	14,500 rpm
Water lift	65 in 1,650 mm

PROPELLING SYSTEM

Propel speed forward (transport variable to)	5.0 mph 8 km / h
Propel speed forward (scrubbing variable to)	4.0 mph 6.4 km / h
Propel speed reverse (variable to)	2.5 mph 4 km / h
Propel motor	1.2 hp 0.89 kW
Speed control	Electronic - AC
Gradeability	
Transport (empty for trailering)	11.0 deg / 20%
Transport at gross weight	8.0 deg / 14.1%
Working (scrubbing)	4.0 deg / 7.0%
Ground clearance (transport)	2.5 in 65 mm
Tire front (1), non-marking	3.5 x 10 in 90 x 250 mm
Tires rear (2), solid	4 x 12 in 102 x 300 mm

BATTERY SELECTIONS (runtime: economy mode)

Battery options	
Standard batteries	(up to 2.5 hrs) 36V, 240 AH
Optional: High-capacity batteries	(up to 4.5 hrs) 36V, 360 AH
Battery chargers available for standard and all optional batteries	
<i>*Vacuum On, Squeegee Down, Brushes On, Brushes Up</i>	

SOUND LEVEL

Operator's ear:	
Disk: Mode #2*	62 dBA; Kpa 3 dBA
Cylindrical: Mode #2*	63 dBA; Kpa 3 dBA
<i>Sound pressure level tested per IEC 60335-2-72</i>	
<i>*Vacuum On, Squeegee Down, Brushes On, Brushes Up</i>	

MACHINE DIMENSIONS

Length	67.25 in 1,710 mm
Width	
Body	37.25 in 945 mm
Body (with Side Brush)	42 in 1,065 mm
Rear squeegee (hard width)	39 in 990 mm
Height	56 in 1,420 mm
Weight	
Empty	1,030 lb 468 kg
With standard 235 AH batteries	1,460 lb 664 kg
Gross Vehicle Weight (GVW)	2,200 lb 1,000 kg
Minimum aisle turn	73 in 1855 mm

STANDARD FEATURES

1-Step™ One Button Scrub Operation	Onboard Diagnostics
Touch-N-Go™ Wheel Mounted Module	Wheel Mounted Horn
Recover Tank Full Indicator	Grip-N-Go Corner Rollers (front)
Non Marking Drive Wheel	Wheel Mounted Water Shut-Off
Yellow Maintenance Touch Points	Automatic Parking Brake
Recovery Tank Debris Tray	Duramer™ Tanks
In-Line Vacuum Fan Filter	Variable Flow Tank Drains
Dura-Track™ Parabolic Squeegee	No-Tool Squeegee Change
SmartRelease™ Breakaway Rear Squeegee	No-Tool Brush Change
Deluxe Seat	Back-Up Rear Safety AV Module (LED)
Head Lights (LED)	

OPTIONAL EQUIPMENT

EC-H2O® Solution System	Battery Watering System
Spray Hose (10 ft / 3m) w/Retracting Reel	Scrubbing Side Brush
On Board Charger	Vacuum Wand
Heavy Duty Front Bumper	
Heavy Duty Rear Squeegee Guard	

WARRANTY

Please refer to your local Tennant representative for information.

For a complete selection of genuine Tennant brushes and pads, please consult the *T12 Parts and Consumables Reference Guide*.



TRUE VALUE • TRUE PERFORMANCE • TRUE QUALITY OF SERVICE

TennantTrue[®] Gold Service



Full-service maintenance —
great budget control

TennantTrue Gold Service provides equipment protection and great budget control — with coverage of the service events likely to cause spikes in your maintenance costs. This service plan includes maintenance and breakdown coverage from our factory-direct technicians along with parts and most consumables to maximize uptime and equipment life.

If you want to protect your valuable equipment investment and control your service costs, rely on our TennantTrue Gold Service plan.

What matters most



Budget control



Well-maintained
equipment



Service expertise



Investment protection



OPTIMIZED EQUIPMENT PERFORMANCE
AND INVESTMENT PROTECTION

Equipment protection, budget control

Gold Service at-a-Glance

Full-service maintenance covers planned maintenance, breakdown repairs, most consumables and includes brushes, batteries and parts

Does not cover pads, detergents/chemicals and misuse and abuse

Pre-pay, monthly billing or FlexClean® payment options

Suitable for light to medium environments with usage up to 150 hours/month on large riders and up to 100 hours/month on small riders and walk-behind units

Operator training

Maintenance inspection report

Applies to new equipment within six months of purchase

Available in factory-direct coverage areas in the U.S. and Canada

IRIS® Service Reporter Technology included upon request



To learn more about TennantTrue® Gold Service,
call **+1.800.553.8033** or email **info@tennantco.com**

The value of TennantTrue® service

Get the best return on your investment with high quality Tennant floor cleaning equipment – backed by the best service available.

Technical expertise

Experienced technicians with unmatched expertise on Tennant equipment.

Unparalleled coverage

Network of 520+ factory-direct technicians and 80 authorized dealers provide consistent service across the U.S. and Canada.

Prompt response

We respond to most service requests within 24 – 48 hours, depending on your service plan.

Complete picture

Real-time, 24/7 access to your maintenance history and service performance metrics with optional IRIS® Service Reporter.

TennantTrue parts & consumables

Tennant technicians use TennantTrue OEM parts, which are precisely designed to maximize machine performance.

Quick answers

Tennant Technical Assistance Center is available and staffed with our expert service representatives.

Tennant Company

10400 Clean Street
Eden Prairie, MN 55344-2650, USA

USA/Canada: +1.800.553.8033

Quebec: +1.800.361.9050

Overseas: +1.763.540.1315

www.tennantco.com



AGENDA ITEM REPORT

Village Board of Trustees
May 5, 2025
ITEM 5I

REQUEST: Authorization to approve Change Order #2 for construction services for Pfizer Lift Station improvements to Martam Construction Inc. of Elgin, IL, in an amount not to exceed \$12,266.32.

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

ITEM TYPE: Contract - Village Board

REQUEST SUMMARY

In July 2024, Martam Construction Inc. was awarded the Pfizer Lift Station Improvements construction contract for \$2,724,781, with a Village Board-approved not to exceed amount of \$2,861,000.

Martam Construction recently submitted Change Order #2, reflecting a scope change resulting from ComEd's specification and approval of an incorrect transformer for the site. Just prior to installation, and after the associated electrical and concrete work had been completed, ComEd notified the Village that the specified transformer would be insufficient. As a result, the previously completed work had to be removed and replaced. ComEd has acknowledged responsibility for the error via email. To avoid further delays, the Village authorized Martam to proceed with the necessary modifications on a time-and-material basis.

Change Order #2 captures the costs associated with this work.

FINANCIAL IMPACT

The original Village Board authorization for this contract was \$2,724,781. Change Order #2, in the amount of \$12,266.32, brings the revised contract total to \$2,747,246.32, still within the Board-approved not-to-exceed amount of \$2,861,000. As this change was the result of an error by ComEd, the Village intends to file a claim for reimbursement of the associated costs. Staff will work with ComEd representatives to initiate and coordinate the appropriate claims process.

RECOMMENDATION

Authorization to approve Change Order #2 for construction services for Pfizer Lift Station improvements to Martam Construction Inc. of Elgin, IL, in an amount not to exceed \$12,266.32.

ATTACHMENTS

1. Change Order #2 MARTAM signed

CHANGE ORDER NO. 2

PROJECT: Pfizer Lift Station Improvements

DATE OF ISSUANCE: 03/24/2025

OWNER: Village of Hoffman Estates, Illinois

ENGINEER: Ciorba Group

CONTRACTOR: Martam Construction

ENGINEER's Project No. 0021804.01

You are directed to make the following changes in the Contract Documents:

Description: ComEd Transformer Pad-Revisions

Purpose of Change Order: The ComEd transformer pad was built per agreed upon specs and dimensions by ComEd based on the required transformer size. After original pad was completed, ComEd requested that the pad be revised to accommodate a different transformer. The work to remove the original pad and replace with the revised pad is covered in this Change Order.

Attachments: Cost breakdown/reviewed invoice of additional work.

CHANGE IN CONTRACT PRICE:

Original Contract Price: \$2,724,781.00

Previous Change Orders: 1
No. 1 to No. 1

Current Contract Price: \$2,734,980.00

Net increase of this Change Order: \$12,266.32

Contract Price with this Change Order: \$2,747,246.32

CHANGE IN CONTRACT TIME:

Original Contract Time:

Substantial Completion: 04/05/2025

Completion: 06/06/2025

Change from previous Change Orders: \$ 10,199.00

Current Contract Time:

Substantial Completion: 06/21/2025

Completion: 08/22/2025

Net increase of this Change Order: 0 Calendar Days

Contract Time with this Change Order:

Substantial Completion: 06/21/2025

Completion: 08/22/2025

NOTE: USE ANYTIME THE CHANGE ORDER EXCEEDS \$10,000 ± OR 30 DAYS EXTENSION.

Pursuant to 720 ILCS 5/33E-9, (1) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, (2) the change is germane to the original contract as signed, and (3) the change order is in the best interest of the Village of Hoffman Estates, Illinois.

PREPARED BY:

CIORBA GROUP

By Michael Kowalski
Michael Kowalski, P.E.
Resident Engineer

APPROVED:

VILLAGE OF HOFFMAN ESTATES

By _____
William D. McLeod
Village President

ACCEPTED:

MARTAM CONSTRUCTION

By George E. Ismail
George Ismail
Project Coordinator

RECOMMENDED BY:

CIORBA GROUP

By Michael Kowalski
Michael Kowalski, P.E.
Resident Engineer



General Contractors and Engineers

Phone: (847) 608-6800

Fax: (847) 608-6804

**PFIZER LIFT STATION IMPROVEMENTS:
Transformer Pad Removal & Rebuild**

3/25/2025

Mr. Michael Kowalski:

Below and attached you will find the T&M cost breakdown to remove the newly poured transformer pad and rebuild per ComEd's revised specifications:

Martam T&M:

- EX-001 = \$3,130.74 ✓
 - EX-002 = \$4,696.10 ✓
 - EX-003 = \$2,300.48 ✓
-
- Martam Total = \$10,127.32 ✓**

Reviewed by MAK 03-26-25

Subcontractors:

- Okeh Electric = \$1,860.00 ✓
-
- \$1,860.00
X 1.15 (Martam mark-up)

Subcontractors Total = \$2,139.00 ✓

GRAND TOTAL = \$12,266.32 ✓

Should you have any questions or comments, please feel free to contact me at any time.

Respectfully,
Jack Ismail, PE, MBA
Project Manager
Martam Construction, Inc.
C: (630) 306-6441

1200 Gasket Drive Elgin, IL 60120

OWNER: Village of Hoffman Est

PROJECT: Pfizer Lift Station

COUNTY: Cook

JOB #:

SECTION:

ROUTE:

MARTAM JOB #: 1564 EX-001

CONTRACT #:

AUTHORIZATION #:

DATE OF WORK: Wednesday, January 15, 2025

REPORT #: 1

DESCRIPTION OF WORK: Removal of previously poured transformer pad and excavation around the pad and it's conduits.

BILL PRINTED ON: 01/27/25

NAME	CLASS	TOTAL HOURS			RATE	INSURANCE AMOUNT	PAYROLL AMOUNT	WEEK-END EARNINGS TO DATE	PAYROLL ELIGIBLE UNEMPLOYMENT TAX	
		STANDARD	OVERTIME	DOUBLE					F.U.T.	S.U.T.
Younadem Malko	Labor/Foreman	4.00	0.00	0.00	\$50.15	\$200.60	\$200.60	<13,916.00	\$0.00	\$0.00
Brian Cremeens	Laborer	4.00	0.00	0.00	\$50.15	\$200.60	\$200.60	<13,916.00	\$0.00	\$0.00
Agostno Dolcimascolo	Operator	4.00	0.00	0.00	\$59.00	\$236.00	\$236.00	<13,916.00	\$0.00	\$0.00
Jack Ismeil	Project Manager	4.00	0.00	0.00	\$95.00	\$380.00	\$380.00	<13,916.00	\$0.00	\$0.00
LABOR - SUBTOTAL:		16.00	0.00	0.00		\$1,017.20	\$1,017.20		\$0.00	\$0.00

#1 - WORKMAN'S COMP. INSURANCE	RATE	AMOUNT	TOTALS
Insurance Rate - Laborers:	15.49%	\$401.20	\$62.15
Insurance Rate - Teamsters:	13.38%	\$0.00	\$0.00
Insurance Rate - Operators:	12.93%	\$236.00	\$30.51
Insurance Rate - Carpenters:	14.42%	\$0.00	\$0.00
Insurance Rate - Cement Masons:	12.29%	\$0.00	\$0.00
Insurance Rate - Project Managers:	5.53%	\$380.00	\$21.01
#2 - ADDITIONAL INSURANCE	RATE	AMOUNT	TOTALS
Public Liability & Property Damage:	2.790%	\$1,017.20	\$28.38
Commercial General Liability:	4.447%	\$1,017.20	\$45.23
Commercial Umbrella Liability:	2.016%	\$1,017.20	\$20.51
#3 - ADDITIONAL TAXES	RATE	AMOUNT	TOTALS
Federal Unemployment Tax:	0.60%	\$0.00	\$0.00
State Unemployment Tax:	7.85%	\$0.00	\$0.00
Federal Social Security Tax:	6.20%	\$1,017.20	\$63.07
Medicare Tax:	1.45%	\$1,017.20	\$14.75
PAYROLL ADDITIVES - SUBTOTAL:			\$285.61
PLUS 10% of	\$285.61	MARKUP:	\$28.56
PAYROLL ADDITIVES - TOTAL:			\$314.17

 #5507
 #7219
 #6306
 #5403
 #5221
 #5606

PENSION & WELFARE UNION	RATE	# of HOURS	TOTALS
P&W Rate - Laborers:	\$35.88	8.00	\$287.04
P&W Rate - Teamsters:	\$27.95	0.00	\$0.00
P&W Rate - Operators:	\$50.93	4.00	\$203.72
P&W Rate - Carpenters:	\$42.80	0.00	\$0.00
P&W Rate - Cement Masons:	\$42.29	0.00	\$0.00
LABOR (PAYROLL AMOUNT) & UNION - SUBTOTAL:			\$1,507.96
PLUS 35% of	\$1,507.96	MARKUP:	\$527.79
LABOR & UNION - TOTAL:			\$2,035.75

PAYROLL & LABOR TOTALS	
PAYROLL ADDITIVES - TOTAL:	\$314.17
LABOR & UNION - TOTAL:	\$2,035.75
TOTAL LABOR COST:	\$2,349.92

I hereby certify that the above statement is a copy of that portion of the payroll which applies to the above stated work and that the rates shown for taxes and insurance are actual costs:

SIGNED:


 Martam Construction, Inc.

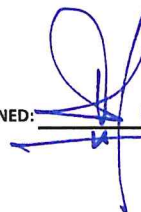
RENTAL / TRUCKING / OTHER	DESCRIPTION	QTY	U/M	PRICE	TOTAL
		0.00	EA	\$0.00	\$0.00
		0.00	EA	\$0.00	\$0.00
		0.00	EA	\$0.00	\$0.00
		0.00	EA	\$0.00	\$0.00
RENTAL EQUIPMENT / TRUCKING EXPENSE - SUBTOTAL:					\$0.00
PLUS 5% of	\$0.00	MARKUP:		\$0.00	\$0.00
RENTAL EQUIPMENT / TRUCKING EXPENSE - TOTAL:					\$0.00

EQUIPMENT EXPENSE (BLUE BK)	HRS	RATE	TOTAL
Kubota U17	4.00	\$15.86	\$63.44
CAT Track Skid Steer	4.00	\$84.41	\$337.64
Ford F350 Pickup	4.00	\$31.17	\$124.68
Chevrolet 3500HD Pickup	4.00	\$57.53	\$230.12
EQUIPMENT EXPENSE - TOTAL:			\$755.88

TIME & MATERIAL TOTALS	
TOTAL LABOR COST:	\$2,349.92
TOTAL RENTAL EQUIPMENT / TRUCKING EXPENSE:	\$0.00
TOTAL EQUIPMENT EXPENSE:	\$755.88
TOTAL MATERIAL EXPENSE:	\$0.00
TOTAL SUBCONTRACTOR EXPENSE:	\$0.00
TOTAL OTHER EXPENSE:	\$0.00
TIME & MATERIAL - SUBTOTAL:	\$3,105.80
BOND RATE*: 0.73% of	\$3,105.80
PLUS 10% of BOND	\$22.67
MARKUP:	\$2.27
TIME & MATERIAL - GRAND TOTAL:	\$3,130.74

*Bond Rate (Class A-B) = \$19,932 (Bond Cost) / \$2,724,781 (Contract Amount) x 100%

SIGNED:


 DCANO
 Martam Construction, Inc.

SIGNED:

Contract Representative Signature

EX-001
1564



Extra Work Daily Report

County . COOK
Section HOFFMAN ESTATES
Route W CENTRAL RD
District 1

Contractor Martam

Contract No. 0021804.01

Report No. 1 Date 1/15/2025

Job No.

Authorization No.

Project No. Pfizer Lift Station

Description and Location of Work: Northeast corner of W Central Rd and Center Dr. Removal of previously poured concrete transformer pad and excavation around the pad and its conduits.

LABOR

Name, Worker Classification	Total Hours Worked (Straight-Time) (Overtime)
<u>Agostino Dolcimascio, operator</u>	<u>4.0 (Straight-Time)</u>
<u>Younadem Malko, Foreman</u>	<u>4.0 (Straight-Time)</u>
<u>Brian Cremins, Laborer</u>	<u>4.0 (Straight-Time)</u>
<u>Jack Ismail, Superintendent</u>	<u>4.0 (Straight-Time)</u>

EQUIPMENT USED

MATERIAL USED

Description: List Manufacturer, Model, Year Built, Capacity	Number of Hours	Description	Quantity
<u>Kubota U17 40-043 Backhoe</u>	<u>4.0</u>		
<u>Bobcat T76 R-series skid steer</u>	<u>4.0</u>		
<u>Ford F350</u>	<u>4.0</u>		
<u>Chevrolet Silverado</u>	<u>4.0</u>		

REMARKS: _____

APPROVED: _____ APPROVED: _____
Contractor's Representative State's Representative

Original: Contractor
cc: District File



PH: 847-608-6800
FAX: 847-608-6804
1200 Gasket Drive, Elgin, IL 60120

OWNER: Village of Hoffman Est

PROJECT: Pfizer Lift Station

COUNTY: Cook

JOB #:

SECTION:

ROUTE:

DATE OF WORK: Thursday, January 16, 2025

MARTAM JOB #: 1564 EX-002

CONTRACT #:

AUTHORIZATION #:

REPORT #: 2

DESCRIPTION OF WORK: Framing the new comed transformer pad, placing and compacting the new stone base, and assisting OKEH placing conduit.

BILL PRINTED ON: 01/27/25

NAME	CLASS	TOTAL HOURS			RATE	INSURANCE AMOUNT	PAYROLL AMOUNT	WEEK-END EARNINGS TO DATE	PAYROLL ELIGIBLE UNEMPLOYMENT TAX	
		STANDARD	OVERTIME	DOUBLE					F.U.T.	S.U.T.
Younadem Malko	Labor/Foreman	6.00	0.00	0.00	\$50.15	\$300.90	\$300.90	<13,916.00	\$0.00	\$0.00
Brian Cremeens	Laborer	6.00	0.00	0.00	\$50.15	\$300.90	\$300.90	<13,916.00	\$0.00	\$0.00
Agostno Dolcimascolo	Operator	6.00	0.00	0.00	\$59.00	\$354.00	\$354.00	<13,916.00	\$0.00	\$0.00
Jack Ismeil	Project Manager	6.00	0.00	0.00	\$95.00	\$570.00	\$570.00	<13,916.00	\$0.00	\$0.00
LABOR - SUBTOTAL:		24.00	0.00	0.00		\$1,525.80	\$1,525.80		\$0.00	\$0.00

#1 - WORKMAN'S COMP. INSURANCE	RATE	AMOUNT	TOTALS	
Insurance Rate - Laborers:	15.49%	\$601.80	\$93.22	#5507
Insurance Rate - Teamsters:	13.38%	\$0.00	\$0.00	#7219
Insurance Rate - Operators:	12.93%	\$354.00	\$45.77	#6306
Insurance Rate - Carpenters:	14.42%	\$0.00	\$0.00	#5403
Insurance Rate - Cement Masons:	12.29%	\$0.00	\$0.00	#5221
Insurance Rate - Project Managers:	5.53%	\$570.00	\$31.52	#5606
#2 - ADDITIONAL INSURANCE	RATE	AMOUNT	TOTALS	
Public Liability & Property Damage:	2.790%	\$1,525.80	\$42.57	
Commercial General Liability:	4.447%	\$1,525.80	\$67.85	
Commercial Umbrella Liability:	2.016%	\$1,525.80	\$30.76	
#3 - ADDITIONAL TAXES	RATE	AMOUNT	TOTALS	
Federal Unemployment Tax:	0.60%	\$0.00	\$0.00	
State Unemployment Tax:	7.85%	\$0.00	\$0.00	
Federal Social Security Tax:	6.20%	\$1,525.80	\$94.60	
Medicare Tax:	1.45%	\$1,525.80	\$22.12	
PAYROLL ADDITIVES - SUBTOTAL:			\$428.41	
PLUS 10% of	\$428.41	MARKUP:	\$42.84	
PAYROLL ADDITIVES - TOTAL:			\$471.25	

PENSION & WELFARE UNION	RATE	# of HOURS	TOTALS
P&W Rate - Laborers:	\$35.88	12.00	\$430.56
P&W Rate - Teamsters:	\$27.95	0.00	\$0.00
P&W Rate - Operators:	\$50.93	6.00	\$305.58
P&W Rate - Carpenters:	\$42.80	0.00	\$0.00
P&W Rate - Cement Masons:	\$42.29	0.00	\$0.00
LABOR (PAYROLL AMOUNT) & UNION - SUBTOTAL:			\$2,261.94
PLUS 35% of	\$2,261.94	MARKUP:	\$791.68
LABOR & UNION - TOTAL:			\$3,053.62

PAYROLL & LABOR TOTALS	
PAYROLL ADDITIVES - TOTAL:	\$471.25
LABOR & UNION - TOTAL:	\$3,053.62
TOTAL LABOR COST:	\$3,524.87

I hereby certify that the above statement is a copy of that portion of the payroll which applies to the above stated work and that the rates shown for taxes and insurance are actual costs:

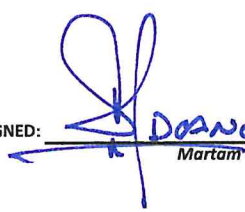
SIGNED: 
Martam Construction, Inc.

RENTAL / TRUCKING / OTHER	DESCRIPTION	QTY	U/M	PRICE	TOTAL
		0.00	EA	\$0.00	\$0.00
		0.00	EA	\$0.00	\$0.00
		0.00	EA	\$0.00	\$0.00
		0.00	EA	\$0.00	\$0.00
RENTAL EQUIPMENT / TRUCKING EXPENSE - SUBTOTAL:					\$0.00
PLUS 5% of					\$0.00
MARKUP:					\$0.00
RENTAL EQUIPMENT / TRUCKING EXPENSE - TOTAL:					\$0.00

EQUIPMENT EXPENSE (BLUE BK)	HRS	RATE	TOTAL
Kubota U17	6.00	\$15.86	\$95.16
CAT Track Skid Steer	6.00	\$84.41	\$506.46
Ford F350 Pickup	6.00	\$31.17	\$187.02
Chevrolet 3500HD Pickup	6.00	\$57.53	\$345.18
EQUIPMENT EXPENSE - TOTAL:			\$1,133.82

TIME & MATERIAL TOTALS		
TOTAL LABOR COST:		\$3,524.87
TOTAL RENTAL EQUIPMENT / TRUCKING EXPENSE:		\$0.00
TOTAL EQUIPMENT EXPENSE:		\$1,133.82
TOTAL MATERIAL EXPENSE:		\$0.00
TOTAL SUBCONTRACTOR EXPENSE:		\$0.00
TOTAL OTHER EXPENSE:		\$0.00
TIME & MATERIAL - SUBTOTAL:		\$4,658.69
BOND RATE*: 0.73%	of \$4,658.69	: \$34.01
PLUS 10% of BOND	\$34.01	MARKUP: \$3.40
TIME & MATERIAL - GRAND TOTAL:		\$4,696.10

*Bond Rate (Class A-B) = \$19,932 (Bond Cost) / \$2,724,781 (Contract Amount) x 100%

SIGNED: 
Martam Construction, Inc.

SIGNED: _____
Contract Representative Signature



Illinois Department of Transportation

EX-002
1564

Extra Work Daily Report

County COOK
Section HOFFMAN ESTATES
Route W CENTRAL RD
District 1

Contractor Martam

Contract No. 0021804.01

Report No. 2 Date 1/16/2025

Job No.

Authorization No.

Project No. Pfizer Lift Station

Description and Location of Work: The Northeast corner of W Central Rd and Center Dr. Framing the new COMED Transformer pad, placing and compacting the new stone base, Assisting OKEH placing conduit.

LABOR

Name, Worker Classification	Total Hours Worked (Straight-Time) (Overtime)
Agostino Dolcimascio, operator	6.0 (Straight - Time)
Younadan Malko, Foreman	6.0 (Straight - Time)
Brian Cremeens, Laborer	6.0 (Straight - Time)
Jack Ismail, Superintendent	6.0 (Straight - Time)

EQUIPMENT USED

MATERIAL USED

Description: List Manufacturer, Model, Year Built, Capacity	Number of Hours	Description	Quantity
Kubota U17 40-043 Backhoe	6.0		
Bobcat T76 R-Series skid steer	6.0		
Ford F350	6.0		
Chevrolet Silverado	6.0		

REMARKS:

APPROVED:

Contractor's Representative

APPROVED:

State's Representative

Original: Contractor
cc: District File

Printed 12/27/2024

BC 635 (Rev. 05/07)



PH: 847-608-6800
FAX: 847-608-6804
1200 Gasket Drive, Elgin, IL 60120

OWNER: Village of Hoffman Est

PROJECT: Pfizer Lift Station

COUNTY: Cook

JOB #:

SECTION:

ROUTE:

MARTAM JOB #: 1564 EX-003

CONTRACT #:

AUTHORIZATION #:

REPORT #: 4

DATE OF WORK: Friday, January 17, 2025

DESCRIPTION OF WORK: Comed transformer pad poured.

BILL PRINTED ON: 01/28/25

NAME	CLASS	TOTAL HOURS			RATE	INSURANCE AMOUNT	PAYROLL AMOUNT	WEEK-END EARNINGS TO DATE	PAYROLL ELIGIBLE UNEMPLOYMENT TAX	
		STANDARD	OVERTIME	DOUBLE					F.U.T.	S.U.T.
Younadem Malko	Labor/Foreman	2.00	0.00	0.00	\$50.15	\$100.30	\$100.30	<13,916.00	\$0.00	\$0.00
Brian Cremeens	Laborer	2.00	0.00	0.00	\$50.15	\$100.30	\$100.30	<13,916.00	\$0.00	\$0.00
Agostno Dolcimascolo	Operator	2.00	0.00	0.00	\$59.00	\$118.00	\$118.00	<13,916.00	\$0.00	\$0.00
Jack Ismeil	Project Manager	2.00	0.00	0.00	\$95.00	\$190.00	\$190.00	<13,916.00	\$0.00	\$0.00
LABOR - SUBTOTAL:		8.00	0.00	0.00		\$508.60	\$508.60		\$0.00	\$0.00

#1 - WORKMAN'S COMP. INSURANCE	RATE	AMOUNT	TOTALS
Insurance Rate - Laborers:	15.49%	\$200.60	\$31.07
Insurance Rate - Teamsters:	13.38%	\$0.00	\$0.00
Insurance Rate - Operators:	12.93%	\$118.00	\$15.26
Insurance Rate - Carpenters:	14.42%	\$0.00	\$0.00
Insurance Rate - Cement Masons:	12.29%	\$0.00	\$0.00
Insurance Rate - Project Managers:	5.53%	\$190.00	\$10.51

#2 - ADDITIONAL INSURANCE	RATE	AMOUNT	TOTALS
Public Liability & Property Damage:	2.790%	\$508.60	\$14.19
Commercial General Liability:	4.447%	\$508.60	\$22.62
Commercial Umbrella Liability:	2.016%	\$508.60	\$10.25

#3 - ADDITIONAL TAXES	RATE	AMOUNT	TOTALS
Federal Unemployment Tax:	0.60%	\$0.00	\$0.00
State Unemployment Tax:	7.85%	\$0.00	\$0.00
Federal Social Security Tax:	6.20%	\$508.60	\$31.53
Medicare Tax:	1.45%	\$508.60	\$7.37
PAYROLL ADDITIVES - SUBTOTAL:			\$142.80
PLUS 10% of	\$142.80	MARKUP:	\$14.28
PAYROLL ADDITIVES - TOTAL:			\$157.08

#5507
#7219
#6306
#5403
#5221
#5606

PENSION & WELFARE UNION	RATE	# of HOURS	TOTALS
P&W Rate - Laborers:	\$35.88	4.00	\$143.52
P&W Rate - Teamsters:	\$27.95	0.00	\$0.00
P&W Rate - Operators:	\$50.93	2.00	\$101.86
P&W Rate - Carpenters:	\$42.80	0.00	\$0.00
P&W Rate - Cement Masons:	\$42.29	0.00	\$0.00
LABOR (PAYROLL AMOUNT) & UNION - SUBTOTAL:			\$753.98
PLUS 35% of	\$753.98	MARKUP:	\$263.89
LABOR & UNION - TOTAL:			\$1,017.87

PAYROLL & LABOR TOTALS	
PAYROLL ADDITIVES - TOTAL:	\$157.08
LABOR & UNION - TOTAL:	\$1,017.87
TOTAL LABOR COST:	\$1,174.95

I hereby certify that the above statement is a copy of that portion of the payroll which applies to the above stated work and that the rates shown for taxes and insurance are actual costs:

SIGNED:

Martam Construction, Inc.

RENTAL / TRUCKING / OTHER	DESCRIPTION	QTY	U/M	PRICE	TOTAL
		0.00	EA	\$0.00	\$0.00
		0.00	EA	\$0.00	\$0.00
RENTAL EQUIPMENT / TRUCKING EXPENSE - SUBTOTAL:					\$0.00
PLUS 5% of	\$0.00	MARKUP:			\$0.00
RENTAL EQUIPMENT / TRUCKING EXPENSE - TOTAL:					\$0.00

MATERIAL EXPENSE	DESCRIPTION	QTY	U/M	PRICE	TOTAL
OZINGA	PCC 4000 PSI Full AE	2.50	CY	\$200.00	\$500.00
MATERIAL EXPENSE - SUBTOTAL:					\$500.00
PLUS 15% of	\$500.00	MARKUP:			\$75.00
MATERIAL EXPENSE - TOTAL:					\$575.00

TIME & MATERIAL TOTALS		
	TOTAL LABOR COST:	\$1,174.95
	TOTAL RENTAL EQUIPMENT / TRUCKING EXPENSE:	\$0.00
	TOTAL EQUIPMENT EXPENSE:	\$532.20
	TOTAL MATERIAL EXPENSE:	\$575.00
	TOTAL SUBCONTRACTOR EXPENSE:	\$0.00
	TOTAL OTHER EXPENSE:	\$0.00
	TIME & MATERIAL - SUBTOTAL:	\$2,282.15
BOND RATE*: 0.73%	of \$2,282.15	:
PLUS 10% of BOND	\$16.66	MARKUP:
	TIME & MATERIAL - GRAND TOTAL:	\$2,300.48

*Bond Rate (Class A-B) = \$19,932 (Bond Cost) / \$2,724,781 (Contract Amount) x 100%

EQUIPMENT EXPENSE (BLUE BK)	HRS	RATE	TOTAL
Ford F350 Pickup	6.00	\$31.17	\$187.02
Chevrolet 3500HD Pickup	6.00	\$57.53	\$345.18
EQUIPMENT EXPENSE - TOTAL:			\$532.20

SIGNED:

Martam Construction, Inc.

SIGNED:

Contract Representative Signature



Illinois Department of Transportation

EX-003
1564
Extra Work Daily Report

County COOK
Section HOFFMAN ESTATES
Route W CENTRAL RD
District 1

Contractor Martani

Report No. 4 Date 1/17/2025

Contract No. 0021804.01

Job No.

Authorization No. _____ Project No. Pfizer Lift Station

Description and Location of Work: The Northeast corner of W Central Rd and Center Dr.
Comed transformer pad poured.

LABOR

Name, Worker Classification	Total Hours Worked (Straight-Time) (Overtime)
Agostino Dolcimascolo, operator	2.0 (Straight-Time)
Younadam Maiko, Foreman	2.0 (Straight-Time)
Brian Cremins, Laborer	2.0 (Straight-Time)
Jack Ismail, Superintendent	2.0 (Straight-Time)

EQUIPMENT USED

MATERIAL USED

Description: List Manufacturer, Model, Year Built, Capacity	Number of Hours	Description	Quantity
Ford F350	2.0	PCC 4000 PSI FULL AE	2.5 CY
Chevrolet Silverado	2.0		

REMARKS: _____

APPROVED: _____

Contractor's Representative

APPROVED: _____

State's Representative

Original: Contractor
cc: District File

Printed 12/27/2024

BC 635 (Rev. 05/07)

Okeh Electric Company
825 W. University Drive
Arlington Heights, IL 60004

Invoice

Date	Invoice #
3/18/2025	24-77CO1

Bill To
Martam Construction, Inc. 1200 Gasket Drive Elgin, IL 60120

P.O. No.	Terms	Project
	Net 30	24-77CO Pfizer LS

Quantity	Description	Rate	Amount
	Pfizer LS Change Order 1-Labor & Material		
	Labor	1,760.00	1,760.00
	Material	100.00	100.00
		Total	\$1,860.00

Phone #
847-577-7744



AGENDA ITEM REPORT

Village Board of Trustees

May 5, 2025

ITEM 5J

REQUEST: Authorization to:

- a. approve Change Order #1 to the existing order with Lindco Equipment, Merrillville, IN in an amount not to exceed \$20,000; and
- b. grant the Village Manager authority to approve additional change orders in a total amount not to exceed \$10,000.

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

ITEM TYPE: Contract - Village Board

REQUEST SUMMARY

In March 2022, the Village Board authorized the up-fitting of heavy-duty dump truck units #6 and #16 for a combined \$291,630. At this time, the Village Manager was also authorized to approve change orders for a cumulative amount not-to-exceed \$5,000, a maximum authorized expense of \$296,630. Due to numerous production delays, the up-fitting of these vehicles has not yet been completed.

Recently, Staff received notice of an increase in up-fitting costs in an amount that exceeds the Manager's previously approved authority. A per-unit quote that details this increase is included as an attachment to this memorandum. A summary of the financial impact of this change, including a requested increase in the Manager's authority to approve any potential future change orders, is provided in the table below:

ITEM DESCRIPTION	2022 APPROVED AMOUNT	2025 ESTIMATE/REQUEST	CHANGE
Up-fitting costs for (2) single-axle dump trucks:	\$291,630 (combined)	\$311,630 (combined)	No change (Change Order #1)
Manager's Authorization to Approve Change Orders:	\$10,000 (total)	\$10,000 (total)	+\$5,000 (cumulative total)
NET:	\$296,630	\$321,630	\$25,000

This request represents a maximum authorized expense of \$321,630 to complete the necessary up-fitting of these vehicles, a net increase of \$25,000.

FINANCIAL IMPACT

The additional requested funds (\$25,000) will be sourced from General Fund reserves.

RECOMMENDATION

- a. approve Change Order #1 to the existing order with Lindco Equipment, Merrillville, IN in an amount not to exceed \$20,000; and
- b. grant the Village Manager authority to approve additional change orders in a total amount not to exceed \$10,000.

ATTACHMENTS

1. Quote # 250295

Lindco Cives
2168 East 88th Drive
Merrillville, IN 46410
USA

Voice: (219)795-1448
Fax: (219)736-0892

QUOTATION

Quote Number: 250295
Quote Date: Mar 31, 2025
Page: 1

Quoted To:
Hoffman Estates, Village of 1900 Hassell Rd Hoffman Estates, IL 60196 USA

Customer ID	Good Thru	Payment Terms	Sales Rep
HE-01	4/30/25	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
1.00		Increase for 2022 Sales Order for Current 2025 (Per Unit)		
1.00		Increase labor of 267.5 hours to current 2024/2025 labor rate	9,263.50	9,263.50
1.00		Increase in misc material, hoses fittings, etc	736.50	736.50
			Subtotal	10,000.00
			Sales Tax	
			TOTAL	10,000.00



AGENDA ITEM REPORT

Village Board of Trustees

May 5, 2025

ITEM 5K

REQUEST: Authorization to award a contract for Village Hall Window Replacements and Caulking to Fox Valley Glass Inc., Schaumburg, IL (lowest qualified bidder) in an amount not to exceed \$69,800.

FROM: Joseph Nebel, Public Works Director
Paul Petrenko, Superintendent of Facilities & Arena Maintenance

ITEM TYPE: Contract - Village Board

REQUEST SUMMARY

After 44 years, the Village Hall's upper lobby window pane seals have begun to fail, causing the thermopane glass to start fogging up, detracting from the building's appearance. In addition, the slanted glass lobby windows, adjacent to the front counter, occasionally leak during rainstorms because the window frame caulking has failed. Due to the location of the work to be performed and the configuration of Village Hall, replacing and sealing these windows requires specialized equipment.

The Village received four bids for this project. However, the lowest bidder was ultimately disqualified for several reasons, including a very low proposed price for the tempered insulated glass window units, which Staff believed to be irresponsibly low. This firm is also relatively new and failed to provide references.

Of the three remaining firms, Fox Valley Glass is the lowest qualified bidder. They have done satisfactory work at the NOW Arena and Village of Schaumburg in the past. Staff is confident that Fox Valley Glass can successfully perform the work at a reasonable price that is within the Village's budget. A bid tab and the bid documents pertaining to this project are attached to this memorandum.

FINANCIAL IMPACT

There is a total of \$72,000 budgeted in the 2025 Facilities General Fund operating budget for this project.

RECOMMENDATION

Authorization to award a contract for Village Hall Window Replacements and Caulking to Fox Valley Glass Inc., Schaumburg, IL (lowest qualified bidder) in an amount not to exceed \$69,800.

ATTACHMENTS

1. Bid Tab - VH Window Replacements & Caulking
2. Contract
3. Bidders Documents

4. Village Hall Window Replacements and Caulking - final

VILLAGE OF HOFFMAN ESTATES, ILLINOIS
TABULATION OF BIDS

VILLAGE HALL WINDOW REPLACEMENTS AND CAULKING

Bid Opening Date:	Monday, March 31, 2025	Christopher Glass Services, Inc.	Fox Valley Glass Inc.	Riser Architectural Glazing, Inc.	Taza Construction dba of Tiles in Style LLC
Bid Opening Time:	10:00 a.m.				
Attended By:	Paul Petrenko, Patty Richter				
Title:	Supt. of Facilities & Arena Maint.	Elmhurst, IL	Schaumburg, IL	Tinley Park, IL	South Holland, IL
Proposal Guarantee:	10% of proposed amount	Bid Bond	Cashier's Check	Cashier's Check	Bid Bond
	Completed Required Forms:	Yes	Yes	unsigned contract &	unsigned contract &
				no references - new bus.	no surety bond form
Service					
All-inclusive proposed sum for replacement of the Village Hall upper lobby windows:		\$ 46,365.00	\$ 50,000.00	\$ 8,114.43	\$ 40,000.00
All-inclusive proposed sum for removal and replacement of the Atrium window caulking:		\$ 31,065.00	\$ 19,800.00	\$ 8,114.43	\$ 36,000.00
Grand Total for replacement of the upper lobby windows & removal and replacement of the Atrium window caulking:		\$ 77,430.00	\$ 69,800.00	\$ 16,228.86	\$ 76,000.00
Length of Warranty - Materials		10 years (glass seal failure)	20-year glue warranty	1-year (\$3,500.00)	10 years
Length of Warranty - Labor		1-year	1-year workmanship	1-year (\$4,033.60)	1-year
Approx. number of weeks for start of work following award of contract:		2-3 weeks	2-4 weeks for ordering of glass	less than 1 week	5 weeks
Approx. number of weeks for completion of replacements and caulking:		2 weeks	4 weeks, weather permitting	less than 1 week	4 weeks



HOFFMAN ESTATES

DEPARTMENT OF PUBLIC WORKS

CONTRACT

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

Attest:

Clerk
(Seal Below)

The Village of Hoffman Estates

By: _____
Party of the First Part

(If a corporation)

Fox Valley Glass Inc
Corporate Name

Jaime Leyva
President, Party of the Second Part

(If a Co-Partnership)

Attest:

Secretary

Co-Partner

Co-Partner

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

(If an individual)

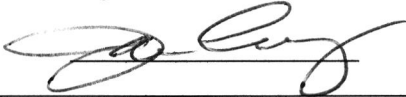
Party of the Second Part

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

**VILLAGE OF HOFFMAN ESTATES
PROPOSAL FORM**

VILLAGE HALL WINDOW REPLACEMENTS AND CAULKING

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

Name of Bid: Village Hall Replacement and caulking
Company Name: Fox Valley Glass Inc.
Bidder Name (print): Jaime Leyva
Title: owner
Business Address: 560 Lunt Ave
Schaumburg IL 60193
Email Address: contactus@foxvalleyglassshop.com
Telephone: 630 377 6277
Signature:  Date: 3/24/25

A) All-inclusive proposed sum for replacement of the Village Hall upper lobby windows:
\$ 50,000

B) All-inclusive proposed sum for removal and replacement of the Atrium window caulking:
\$ 19800

C) Length of Warranty for:

Materials: 20 year glue warranty

Labor: 1 year workmanship

D) Approximate number of weeks for start of work: 2 to 4 weeks. bond performance ordering of glass

E) Approximate number of weeks for completion of replacements and caulking: 4 weeks. weather permitting

NOTE: all proposed work under the terms of this bid must be completed on or before August 1, 2025 unless delayed by supply chain constraints.

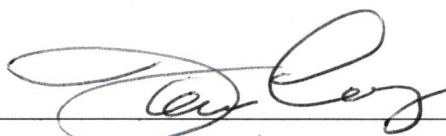
NOTE: THIS FORM MUST BE NOTARIZED

RETURN WITH BID

**VILLAGE OF HOFFMAN ESTATES
BID CERTIFICATE FORM**

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

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

Signed: 

Name/Title: Jaime Leyva owner (please print)

Date: 3/24/25

Attest: Kristen Kelly Karpowicz (Notary Public)

Commission Expiry: 5/24/2026

Date: 3/24/25



(SEAL)

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

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATE
RETURN WITH BID

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

Fox Valley Glass Inc

(Name of Contractor)

Owner

(Title)

Subscribed and sworn to before me this 24 day of March, 2025.

My Commission expires: 5/24/26

Ksh Kelly Karpowicz

(Notary Public)



(SEAL)

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



HOFFMAN ESTATES

DEPARTMENT OF PUBLIC WORKS

CONTRACT

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

Attest:

 Clerk
 (Seal Below)

The Village of Hoffman Estates

By: _____
 Party of the First Part

(If a corporation)

Fox Valley Glass Inc
 Corporate Name

Jaime Leyva
 President, Party of the Second Part

(If a Co-Partnership)

Attest:

 Secretary

 Co-Partner

 Co-Partner

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

(If an individual)

 Party of the Second Part

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

VILLAGE OF HOFFMAN ESTATES
PERFORMANCE SURETY BOND FORM

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

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

1. We are held and firmly bound to the obligee Village of Hoffman Estates, Illinois (hereinafter called "Village"), in the sum written above in lawful money of the United States of America, to be paid to the Village, its successors or assigns, for the payment whereof Principal(s), Co-Principals and Surety(ies) bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by this Bond.

2. The condition of this Bond is that if the Principal shall in every respect perform all of its obligations under the Contract Documents identified above, which Contract Documents are incorporated herein by reference, then this Bond shall be void; otherwise, the Bond shall continuously remain in full force and effect until released by the Village. Contract Documents shall also include any contracts, annexation agreements, development agreements, plats, zoning approvals, engineering plans, site plans or other Village documents associated with the Project, including any laws, ordinances or governmental regulations related to the Project.

3. Surety waives all of its surety defenses including, but not limited to, the following:

a) It shall be the duty of the Principal to notify the Surety of any revision of the plans, profiles and specifications referred to in the Contract Documents. The Surety expressly waives any right to receive notice from the obligee or to review or approve any revisions to the plans, profiles and specifications referred to in the Contract Documents which are required to meet governmental standards. No such revisions of any kind in the work shall in any way affect the obligation of the Surety under this Bond;

b) The addition or reduction in subdivision lots or area to those shown in the original plat of subdivision, site plan or construction plan referred to in the Development Document shall in no way affect the obligation of the Surety under this Bond;

c) Any extension of time beyond the period provided for in the Development Document for completion of its obligations under the Agreement shall in no way affect the obligation of the Surety under this Bond;

d) The failure or refusal of Village to take any action, proceeding, or steps to enforce any remedy or exercise any right under the Development Document, or that taking of any action, proceeding, or step by Village, acting in good faith upon the belief that same is permitted by the provisions of the Contract Documents, shall not in any way release

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

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

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

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

Default:

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

1) abandoned the performance of its obligations under the Contract Documents; or

2) renounced or repudiated its obligations under the Contract Documents; or

3) clearly demonstrated through insolvency, or otherwise, that its obligations under the Contract Documents cannot be completed within the time allotted under the Contract Documents.

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

5. Should Surety following notice of default

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

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

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

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

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

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

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

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

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

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

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

13. Surety waives its right to trial by jury.

VILLAGE OF HOFFMAN ESTATES
PERFORMANCE SURETY BOND FORM

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

PRINCIPAL

Type of Organization:

Glass Company

Legal Name of Organization:

Fox Valley Glass Inc
560 LUNT AVE
Schaumburg IL 60193

State of Incorporation:

ILLINOIS

Address:

560 LUNT AVE
Schaumburg IL 60193

Authorized Signature(s):

By: [Signature]
Signature

owner
(Type name and title)

By: _____
Signature

(Type name and title)

ACKNOWLEDGMENT OF PRINCIPAL(S)

STATE OF IL :
COUNTY/CITY OF Cook / Schaumburg :

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

Given under my hand this 24 day of March, 2025
My commission expires: 5/24/26 [Signature]
NOTARY PUBLIC

Surety: _____
Bond No.: _____



CO-PRINCIPAL(S)

Type of Organization:

Legal Name of Organization:

State of Incorporation:

Address:

Authorized Signature(s):

By: _____
Signature

By: _____
Signature

(Type name and title)

(Type name and title)

ACKNOWLEDGMENT OF CO-PRINCIPAL(S)

STATE OF _____:
COUNTY/CITY OF _____:

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

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

NOTARY PUBLIC

Surety: _____
Bond No.: _____

CORPORATE SURETY

Type of Organization:

Legal Name and Address:

Liability Limit:

Address:

Authorized Signature(s):

By: _____
Signature

By: _____
Signature

(Type name and title)

(Type name and title)

ACKNOWLEDGMENT OF CORPORATE SURETY(S)

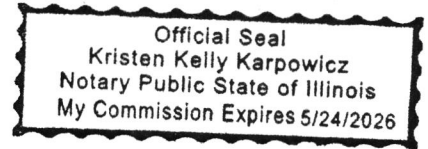
STATE OF IL :
COUNTY/CITY OF Cook :

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

Given under my hand this 26 day of March 2025
My commission expires: 5/24/2026 Kristen Kelly Karpowicz

NOTARY PUBLIC

Surety: _____
Bond No.: _____



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

VILLAGE HALL WINDOW REPLACEMENTS AND CAULKING

REFERENCES

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

BUSINESS NAME: Village of Schaumburg
ADDRESS: 101 Schaumburg Ct Schaumburg IL 60193
CONTACT PERSON: Dave Salazar
PHONE NUMBER: 847 923 2374
APPROXIMATE DATE: 10-24

BUSINESS NAME: Schaumburg Park District
ADDRESS: 601 Morse Ave Schaumburg IL 60193
CONTACT PERSON: Fred Gonzini
PHONE NUMBER: 847 366-9824
APPROXIMATE DATE: 12-10-24

BUSINESS NAME: Now Arena
ADDRESS: 5333 Prairie Stone Pkwy Hoffman Est 60192
CONTACT PERSON: Andrea Jozefat
PHONE NUMBER: 847 644-2270 / 224 288-4515
APPROXIMATE DATE: 8-1-24

BUSINESS NAME: Shodeen
ADDRESS: 77 N. 15th St. Geneva IL 60134
CONTACT PERSON: Bill Warwick
PHONE NUMBER: 630-232-7883
APPROXIMATE DATE: 3-2025

BUSINESS NAME: Cawley Chicago
ADDRESS: 2570 Foxfield St. Charles IL
CONTACT PERSON: Aida
PHONE NUMBER: 630 729 7931
APPROXIMATE DATE: 9/2022

HOLD DOCUMENT AT ANGLE TO VIEW ARTIFICIAL WATERMARK ON BACK

CASHIER'S CHECK

HOLD DOCUMENT AT ANGLE TO VIEW ARTIFICIAL WATERMARK ON BACK

CHASE **9495542182**

25-3

Date **03/28/2025**

Void after 1 year

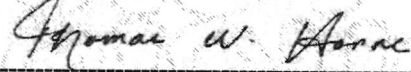
440

Remitter: FOX VALLEY GLASS INC**Pay To The Order Of:** VILLAGE OF HOFFMAN ESTATES**Pay:** SEVEN THOUSAND DOLLARS AND 00 CENTS**** 7,000.00 ****

Do not write outside this box

Memo: _____

Note: For information only. Comment has no effect on bank's payment.

Drawer: JPMORGAN CHASE BANK, N.A.Thomas W Horne, Chief Administrative Officer
JPMorgan Chase Bank, N.A.
Columbus, OH

⑈9495542182⑈ ⑆044000037⑆ 758661359⑈



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/21/2025

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

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

PRODUCER DONNA A TONOVITZ (16137) 1750 E MAIN ST UNIT 90 ST CHARLES, IL 60174-0000	CONTACT NAME: DONNA A TONOVITZ	FAX (A/C, No): 630-549-1324	
	PHONE (A/C, No, Ext): 630-549-7694	E-MAIL ADDRESS: DONNA.TONOVITZ@COUNTRYFINANCIAL.COM	
INSURED 3556093 FOX VALLEY GLASS INC 560 LUNT AVE SCHAUMBURG, IL 60193	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: COUNTRY Mutual Insurance Company		20990
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC	☒		AB9048046	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	☒		AB9048046	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$ 10,000 ☒ OCCUR ☐ CLAIMS-MADE	☒		AU9092328	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N Y N/A		N/A	AW9315818	6/1/2024	6/1/2025	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

ADDITIONAL INSURED(S):
VILLAGE OF HOFFMAN ESTATES

WORKERS COMPENSATION EXCLUSIONS:
(CONTINUED)

CERTIFICATE HOLDER

CANCELLATION

VILLAGE OF HOFFMAN ESTATES
2305 PEMBROOKE AVE
HOFFMAN ESTATES, IL 60169

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

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY		NAMED INSURED	
POLICY NUMBER AB9048046		FOX VALLEY GLASS INC 560 LUNT AVE SCHAUMBURG, IL 60193	
CARRIER COUNTRY Mutual Insurance Company	NAIC CODE 20990	EFFECTIVE DATE: 3/21/2025	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

PROPRIETOR, PARTNER(S), EXECUTIVE OFFICER(S), MEMBERS(S) IS/ARE EXCLUDED ON WORKERS COMPENSATION BY ENDORSEMENT.



State Farm Mutual Automobile Insurance Company

State Farm Insurance

PO Box 2368

Bloomington, IL 61702-2368

Declarations

Policy number: 0623212-SFP-13

Named insureds: JAIME LEYVA DBA FOX VALLEY GLASS

Policy period: May 4, 2025 to November 4, 2025

The policy period begins and ends at 12:01 am standard time.

Personal Car Policy

Policy address:

560 LUNT AVE

SCHAUMBURG, IL 60193-4408

Paperless Notices to: JAIMELEYVA@FOXVALLEYGLASSSHOP.COM

Use of the vehicle(s): Business

Automatic Renewal

This policy will be renewed automatically subject to the rates in effect, the coverages carried, the applicable limits, deductibles, and other elements that affect the premium that apply at the time of renewal.

POLICY PREMIUM

This is not a bill. The policy premium is being applied to your billing account. If you'd like to pay now, before your bill is ready, you can pay online, by contacting your agent, or with a remittance slip, if enclosed. The premium(s) shown in the table(s) below are for the policy period and policy characteristics described in this Declarations.

Vehicle(s) covered	Vehicle Identification Number (VIN)	Premium
Vehicle 001 - 2019 FORD TRANS 250	1FTYR2CM4KKB82554	\$488.27
Total premium:		\$488.27

		Coverage Symbols			
		Liability A	Medical C	Uninsured BI U	Underinsured W
001	Premium	\$226.60	\$6.24	\$18.05	\$30.31

		Coverage Symbols			
Vehicle		Comprehensive D	Collision G	Road Service H	Rental R1
001	Premium	\$63.12	\$105.79	\$4.44	\$33.72
	Deductible	None	\$250		

COVERAGE AND LIMITS

This policy provides the following Coverages to the vehicles for which the appropriate "Coverage Symbol" and a corresponding premium are shown in the "POLICY PREMIUM" schedules above.

Coverage Symbol	Coverage	Limit	
A	Liability Coverage	Bodily Injury Limit Each Person, \$250,000.00	Each Accident \$500,000.00
		Property Damage Limit Each Accident \$100,000.00	
C	Medical Payments Coverage	Each Person \$10,000.00	
U	Uninsured Motor Vehicle Coverage - Bodily injury	Bodily Injury Limit Each Person, \$250,000.00	Each Accident \$500,000.00
W	Underinsured Motor Vehicle Coverage	Bodily Injury Limit Each Person, \$250,000.00	Each Accident \$500,000.00
D	Comprehensive Coverage		
G	Collision Coverage		
H	Emergency Road Service Coverage		
R1	Car Rental and Travel Expenses Coverage	Each Day \$50.00	Each Loss \$1,200.00
	VEHICLE(S) 001		

VEHICLE SCHEDULE

Vehicle 001

Vehicle year: 2019

Make: FORD

Model: TRANS 250

VIN: 1FTYR2CM4KKB82554

Anti-theft device: Yes

Garaged address:

560 LUNT AVE
SCHAUMBURG, IL 60193-4408

Creditors:

FORD MOTOR CREDIT - LIEN INSURANCE
SERVICE CENTER
PO BOX 390858
MINNEAPOLIS, MN 55439-0858

Forms and Endorsements

This policy consists of this Declarations, the policy booklet - Form 9813C, and any endorsements that apply, including those listed below as well as those issued subsequent to the issuance of this policy.

Important Messages

State Farm works hard to offer you the best combination of price, service, and protection. The amount you pay for automobile insurance is determined by many factors such as the coverages you have, where you live, the kind of car you drive, how your car is used, who drives the car, and information from consumer reports.

You have the right to request, no more than once during a 12-month period, that your policy be re-rated using a current credit-based insurance score. Re-rating could result in a lower rate, no change in rate, or a higher rate.

Notice of insurance information collection practices - personal, family, or household insurance transactions: We often collect personal information from persons other than the individual or individuals listed on the policy. Such personal information may, in certain circumstances, be disclosed to third parties without your authorization. If you would like additional information concerning the collection and disclosure of personal information - and your right to see and correct any personal information in your files - it will be furnished upon request.

Mutual Conditions

Membership. While this policy is in force, the first named insured shown on the Declarations is entitled to vote at all meetings of members and to receive dividends the Board of Directors in its sole discretion may declare in accordance with reasonable classifications and groupings of policyholders established by the Board.

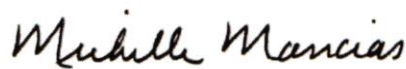
No contingent liability. This policy is non-assessable.

Annual meeting. The annual meeting of the members of the Company shall be held at its home office in Bloomington, Illinois, on the second Monday of June at the hour of 10 a.m., unless the Board of Directors shall elect to change the time and place of such meeting, in which case, but not otherwise, due notice shall be provided to members at least 10 days prior thereto.

In witness whereof, the State Farm Mutual Automobile Insurance Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.



President



Secretary

Agent: Brad Sutter CLU®

435 S Roselle Road

Schaumburg, IL 60193-2975

847-524-2250

brad.sutter.byu4@statefarm.com



FOX VALLEY GLASS INC.
560 LUNT AVE
SCHAUMBURG, IL 60193
(630)377-6277
Fax: (630)377-9146
Tax Id: 20-5896471

Quote: 20762
Date: 2/07/25
Sched. Date: 2/11/25 08:00 AM

Customer:

VILLAGE OF HOFFMAN ESTATES
1900 HASSELL ROAD
HOFFMAN ESTATES, IL 60169

PH: (847)882-9100
C: (847)875-3234
mark.green@vohe.org

CSR	Tech	PO	Terms	Job #	Job Type
CSR	J.P		NET 30		

Rep
J.LEYV

Qty	Dimension	Part/Description	Material	Labor	Total
1.00		CAULK	\$0.00	\$19,800.00	\$19,800.00
		MISC FLAT Remove caulk and reseal 24 openings on Atrium (6 foot panels) Boom lift needed			
1.00		INUBZTMP	\$0.00	\$50,000.00	\$50,000.00
		Bronze Tempered Insulated Glass Unit INSULATED UNITS TEMPERED 6 - 113 x56 4 - 84 x 56 Lift will be needed on this part of job as well			

Taxes	
EXEMPT	\$0.00

Job Location:

VILLAGE OF HOFFMAN ESTATES
1900 HASSELL ROAD
HOFFMAN ESTATES, IL 60169
CALL MARK GREEN 847 707 3607
WHEN ON THE WAY

Notes:

Weather permitting on scheduling. You will be notified of rain days.
Customers existing glass is not guarantee. Some units already look like they have failed.

1 year warranty on workmanship

Signature _____

Make sure to "LIKE" us on Facebook & Follow us
@foxvalleyglass1 on Twitter

Material	Labor	Taxes	Total	Payments	Balance
\$0.00	\$69,800.00	\$0.00	\$69,800.00	\$0.00	\$69,800.00



VILLAGE OF HOFFMAN ESTATES

Department of Public Works

BID DOCUMENTS

for:

VILLAGE HALL WINDOW REPLACEMENTS AND CAULKING

BID OPENING DATE:	March 31, 2025
BID OPENING TIME:	10:00 a.m.
BID DEPOSIT:	Cashier's/Certified Check or Bid Bond in the amount of 10% of proposed cost (required)
PERFORMANCE BOND:	100% of total bid award (upon award of contract)
PRE-BID MEETING:	March 17, 2025, at 10:00am (courtesy)

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

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HOFFMAN ESTATES

DEPARTMENT OF PUBLIC WORKS

Prospective Bidder,

The Village of Hoffman Estates is now soliciting bids for the replacement of windows and caulking at Village Hall, 1900 Hassell Road, Hoffman Estates, IL. On behalf of our residents, I appreciate your interest in participating in the bid process. I call your special attention to the Instructions to Bidders section of the attached bid documents. Please be sure that you read thoroughly and fully understand these instructions prior to the preparation of your bid. Note that instructions call for no deviation from the bid specifications except for those deviations which are listed as such on the vendor's bid detail sheet and which are expressly approved as part of the Village's acceptance of the bid.

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

Please note the following:

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

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

If you have any questions with regards to these bid documents, please contact Paul Petrenko, Superintendent of Facilities and Arena Maintenance, Paul.Petrenko@vohe.org or 847.490.6800.

Sincerely,

Joseph Nebel
Director of Public Works

**VILLAGE OF HOFFMAN ESTATES
NOTICE TO BID**

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

VILLAGE HALL WINDOW REPLACEMENTS AND CAULKING

Sealed bids will be received at the Office of the Village Clerk of the Village of Hoffman Estates (1900 Hassell Road) Cook County, Illinois, until **March 31, 2025, at 10:00 a.m.** All bids will be publicly opened immediately thereafter.

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

Company's Name
Company Address
Name of Bid ("**VILLAGE HALL WINDOW REPLACEMENTS AND CAULKING**")
Date and Time of Bid Opening

Specifications and complete bid documents may be obtained from the Office of the Village Clerk or our website. Further information regarding this bid may be obtained by contacting Paul Petrenko, Superintendent of Facilities and Arena Maintenance, at Paul.Petrenko@vohe.org.

A courtesy pre-bid meeting will be held at the job site located at the Village Hall, 1900 Hassell Road, Hoffman Estates, IL on March 17, 2025, at 10:00 a.m.

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

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

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

3/5/25
DATE


Patty Richter, Village Clerk

TO BE PUBLISHED ON 3/7/25 PADDOCK PUBLICATIONS
(DATE)

NOTE: THIS FORM MUST BE NOTARIZED

RETURN WITH BID

**VILLAGE OF HOFFMAN ESTATES
BID CERTIFICATE FORM**

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

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

Signed: _____

Name/Title: _____ (please print)

Date: _____

Attest: _____ (Notary Public)

Commission Expiry: _____

Date: _____

(SEAL)

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

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATE
RETURN WITH BID

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

(Name of Contractor)

(Title)

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

My Commission expires: _____

(Notary Public)

(SEAL)

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



HOFFMAN ESTATES

DEPARTMENT OF PUBLIC WORKS

CONTRACT

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

Attest:

Clerk
(Seal Below)

Attest:

Secretary

The Village of Hoffman Estates

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

Corporate Name

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

Co-Partner

Co-Partner

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

Party of the Second Part

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

VILLAGE OF HOFFMAN ESTATES
PERFORMANCE SURETY BOND FORM

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

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

1. We are held and firmly bound to the obligee Village of Hoffman Estates, Illinois (hereinafter called "Village"), in the sum written above in lawful money of the United States of America, to be paid to the Village, its successors or assigns, for the payment whereof Principal(s), Co-Principals and Surety(ies) bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by this Bond.

2. The condition of this Bond is that if the Principal shall in every respect perform all of its obligations under the Contract Documents identified above, which Contract Documents are incorporated herein by reference, then this Bond shall be void; otherwise, the Bond shall continuously remain in full force and effect until released by the Village. Contract Documents shall also include any contracts, annexation agreements, development agreements, plats, zoning approvals, engineering plans, site plans or other Village documents associated with the Project, including any laws, ordinances or governmental regulations related to the Project.

3. Surety waives all of its surety defenses including, but not limited to, the following:

a) It shall be the duty of the Principal to notify the Surety of any revision of the plans, profiles and specifications referred to in the Contract Documents. The Surety expressly waives any right to receive notice from the obligee or to review or approve any revisions to the plans, profiles and specifications referred to in the Contract Documents which are required to meet governmental standards. No such revisions of any kind in the work shall in any way affect the obligation of the Surety under this Bond;

b) The addition or reduction in subdivision lots or area to those shown in the original plat of subdivision, site plan or construction plan referred to in the Development Document shall in no way affect the obligation of the Surety under this Bond;

c) Any extension of time beyond the period provided for in the Development Document for completion of its obligations under the Agreement shall in no way affect the obligation of the Surety under this Bond;

d) The failure or refusal of Village to take any action, proceeding, or steps to enforce any remedy or exercise any right under the Development Document, or that taking of any action, proceeding, or step by Village, acting in good faith upon the belief that same is permitted by the provisions of the Contract Documents, shall not in any way release

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

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

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

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

Default:

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

1) abandoned the performance of its obligations under the Contract Documents; or

2) renounced or repudiated its obligations under the Contract Documents; or

3) clearly demonstrated through insolvency, or otherwise, that its obligations under the Contract Documents cannot be completed within the time allotted under the Contract Documents.

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

5. Should Surety following notice of default

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

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

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

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

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

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

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

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

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

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

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

13. Surety waives its right to trial by jury.

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

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

PRINCIPAL

Type of Organization:

Legal Name of Organization:

State of Incorporation:

Address:

Authorized Signature(s):

By: _____
Signature

By: _____
Signature

(Type name and title)

(Type name and title)

ACKNOWLEDGMENT OF PRINCIPAL(S)

STATE OF _____:

COUNTY/CITY OF _____:

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

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

My commission expires: _____

NOTARY PUBLIC

Surety: _____

Bond No.: _____

CO-PRINCIPAL(S)

Type of Organization:

Legal Name of Organization:

State of Incorporation:

Address:

Authorized Signature(s):

By: _____

Signature

By: _____

Signature

(Type name and title)

(Type name and title)

ACKNOWLEDGMENT OF CO-PRINCIPAL(S)

STATE OF _____:

COUNTY/CITY OF _____:

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

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

My commission expires: _____

NOTARY PUBLIC

Surety: _____

Bond No.: _____

CORPORATE SURETY

Type of Organization:

Legal Name and Address:

Liability Limit:

Address:

Authorized Signature(s):

By: _____

Signature

By: _____

Signature

(Type name and title)

(Type name and title)

ACKNOWLEDGMENT OF CORPORATE SURETY(S)

STATE OF _____:
COUNTY/CITY OF _____:

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

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

NOTARY PUBLIC

Surety: _____
Bond No.: _____

**VILLAGE OF HOFFMAN ESTATES
PROPOSAL FORM**

VILLAGE HALL WINDOW REPLACEMENTS AND CAULKING

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

Name of Bid: _____

Company Name: _____

Bidder Name (print): _____

Title: _____

Business Address: _____

Email Address: _____

Telephone _____

Signature _____ Date _____

A) All-inclusive proposed sum for replacement of the Village Hall upper lobby windows:
\$ _____

B) All-inclusive proposed sum for removal and replacement of the Atrium window caulking:
\$ _____

C) Length of Warranty for:

Materials: _____

Labor: _____

D) Approximate number of weeks for start of work: _____ weeks.

E) Approximate number of weeks for completion of replacements and caulking: _____ weeks.

NOTE: all proposed work under the terms of this bid must be completed on or before August 1, 2025 unless delayed by supply chain constraints.

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

VILLAGE HALL WINDOW REPLACEMENTS AND CAULKING

REFERENCES

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

BUSINESS NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

APPROXIMATE DATE: _____

BUSINESS NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

APPROXIMATE DATE: _____

BUSINESS NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

APPROXIMATE DATE: _____

BUSINESS NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

APPROXIMATE DATE: _____

BUSINESS NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

APPROXIMATE DATE: _____

VILLAGE OF HOFFMAN ESTATES INSTRUCTIONS TO BIDDERS

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

FORMS

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

ALTERNATE/MULTIPLE BIDS

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

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

RECEIVING OF BIDS

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

LATE BIDS

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

BIDS BY FAX

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

ERROR IN BIDS

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

WITHDRAWAL OF BIDS

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

CONSIDERATION OF BIDS

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

PRICES

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

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

AWARD OR REJECTION OF BIDS

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

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

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

PAYMENT

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

REQUIREMENTS OF BIDDER

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

COMPLIANCE WITH ALL LAWS

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

CONTRACT ALTERATIONS

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

NOTICES

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

NON-ASSIGNABILITY

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

INDEMNITY

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

EQUAL EMPLOYMENT OPPORTUNITY

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

REQUIRED INSURANCE

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

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

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

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

BID PERFORMANCE DEPOSIT

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

ACCEPTANCE

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

DEFAULT

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

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

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

SPECIAL CONDITIONS

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

PERMITS AND LICENSES

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

GENERAL GUARANTY

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

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

MINIMUM WAGES

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

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

HIRING OF ILLINOIS WORKERS

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

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

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

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

ILLINOIS WORKS JOBS PROGRAM ACT APPRENTICESHIP INITIATIVE

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

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

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

BIDDER QUALIFICATIONS

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

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

BID CERTIFICATION FORM

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

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

DEVIATIONS

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

INFORMATION MAINTAINED BY THE LEGISLATIVE REFERENCE BUREAU

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

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

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

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

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

Sec. 33E-1. Interference with public contracting

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

Sec. 33E-2. Definitions

In this Act:

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

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

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

Sec. 33E-3. Bid-rigging

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

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

Sec. 33E-4. Bid rotating

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

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

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

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

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

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

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

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

Sec. 33E-7. Kickbacks

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

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

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

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

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

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

Sec. 33E-9. Change orders

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

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

Sec. 33E-10. Rules of evidence

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

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

Sec. 33E-11

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

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

Sec. 33E-12

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

Sec. 33E-13

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

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

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

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

Sec. 33E-15. False entries

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

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

Sec. 33E-16. Misapplication of funds

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

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

Sec. 33E-17. Unlawful participation

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

Sec. 33E-18. Unlawful stringing of bids

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

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

VILLAGE HALL WINDOW REPLACEMENTS AND CAULKING

SCOPE OF WORK

Provide all necessary labor and materials to complete the following work during normal business hours as indicated within this scope and specification. Any permits required are the responsibility of the awarded contractor. Permit fees will be waived by the Village. The village is tax exempt and will furnish the awarded contractor with the exemption tax letter for the purchase of project materials.

EXECUTION

1. Install all materials according to manufacturer's written instructions.
2. Provide all cut sheets on materials to Owner.
3. Remove and properly and legally dispose of 10 existing upper lobby windows.
4. Install Bronze Tempered Insulated Glass units – Six (6) 113 x 56 x 1 inch.
5. Install Bronze Tempered Insulated Glass units – Four (4) 84 x 56 x 1 inch.
6. Verify measurements before ordering glass.
7. Provide scissor lift for interior panel installation.
8. Remove the Atrium window caulking from the outside of the building.
9. Provide new caulking with the proper outdoor glazing caulk (24 panels – 28 x 25 inch).
10. Provide boom lift for exterior panel caulking removal and reinstallation.
11. Clean all windows after completion of window replacements and caulking.
11. Provide Owner with labor and manufacturer's warranty.
12. Contractor who is awarded the job is required to be registered with the Village.
13. Final payment request to be made to Village when work is completed to the Village's satisfaction and all work passes code inspection. All payment requests must be accompanied by certified payroll.

SAFETY

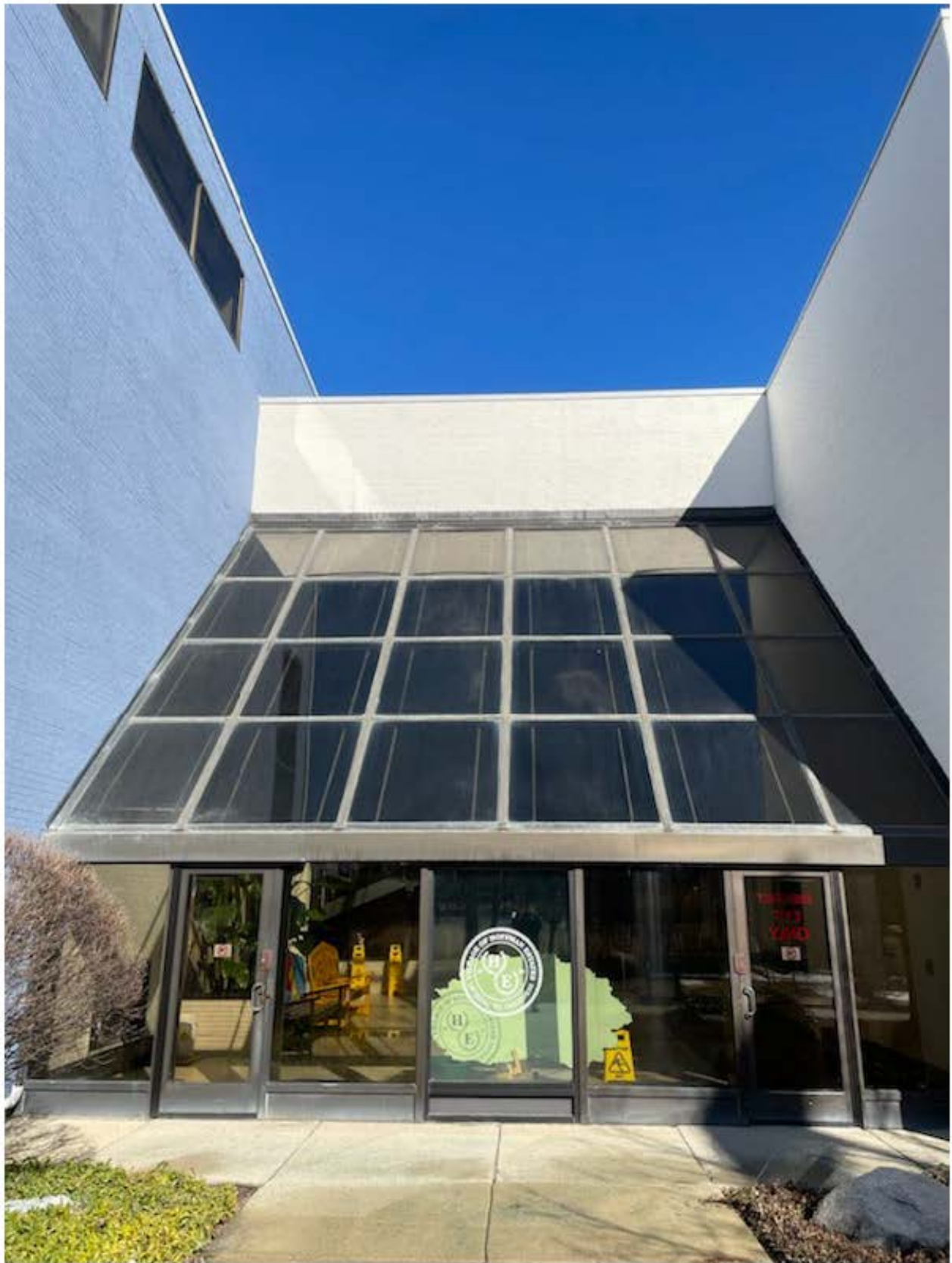
1. Put visual or physical barriers under work areas for the safety of others.
2. The Village of Hoffman Estates is not responsible for safety.
3. Contractor must be responsible for following all safety requirements per OSHA guidelines in the performance of their work

JOB SITE PICTURES:









**VILLAGE OF HOFFMAN ESTATES
SPECIAL PROVISIONS**

All Inclusive Bid Sums

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

Courtesy Pre-Bid Meeting and Walk-Through

A courtesy pre-bid meeting will be held at the job site located at the Village Hall, 1900 Hassell Road, Hoffman Estates, IL on March 17, 2025 at 10:00 a.m. This will give all contractors an opportunity to see the site conditions and to ask questions in group about specifications and bid requirements. Contact the Village representative, Paul Petrenko, at (847) 490-6800 if there are any questions about this meeting.

Bid Security Deposit Requirements

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

Performance Bond Requirements

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



AGENDA ITEM REPORT

Village Board of Trustees
May 5, 2025
ITEM 5L

REQUEST: Authorization to award a contract for Police Facility Boiler Replacements to Advantage Mechanical Inc., McHenry, IL (lowest qualified bidder) in an amount not to exceed \$197,308.

FROM: Joseph Nebel, Public Works Director
Paul Petrenko, Superintendent of Facilities & Arena Maintenance

ITEM TYPE: Contract - Village Board

REQUEST SUMMARY

The Police Department has two-three million BTU boilers that provide heat for the entire building and the sidewalk snow melt system, which are original to the building. The boilers are now reaching their end of life (15 years) with service parts becoming difficult to obtain. A bid was assembled specifying high-efficiency condensing units as replacements. Due to the needs of this facility, Staff plans to coordinate the replacement of each boiler during the cooling season when demand for hot water is the lowest. Boilers will also be replaced individually to ensure that one unit is operational at all times.

The Village received eight bids for this project. The low-responsible bidder, Advantage Mechanical, is the Village's current primary HVAC service provider and Staff is confident in their ability to perform the work satisfactorily.

FINANCIAL IMPACT

There is \$210,000 budgeted in Capital Building Improvements (36000025-4604) for the boiler replacements.

RECOMMENDATION

Authorization to award a contract for Police Facility Boiler Replacements to Advantage Mechanical Inc., McHenry, IL (lowest qualified bidder) in an amount not to exceed \$197,308.

ATTACHMENTS

1. Bid Tab - Police Facility Boiler Replacements
2. Contract
3. Bidders Documents
4. Police Facility Boiler Replacements - final

VILLAGE OF HOFFMAN ESTATES, IL TABULATION OF BIDS																	
POLICE FACILITY BOILER REPLACEMENTS																	
Bid Opening Date:	Tuesday, April 8, 2025	Advantage Mechanical Inc.		C. Acitelli Heating & Piping Contractors, Inc.		Core Mechanical, Inc.		Ideal Heating Company		Moltree Mechanical LLC		National Heat & Power Corp.		Oak Brook Mechanical Services, Inc.		Taza Construction dba of Tiles in Style LLC	
Bid Opening Time:	10:00 a.m.																
Attended By:	Paul Petrenko, Patty Richter																
Title:	Supt. of Facilities & Arena Maint.	McHenry, IL		Villa Park, IL		Chicago, IL		Brookfield, IL		Wonder Lake, IL		Elk Grove Village, IL		Elmhurst, IL		South Holland, IL	
Proposal Guarantee:	10% of proposed amount	Bid Bond	10%	Bid Bond	10%	Bid Bond	10%	Bid Bond	10%	Bid Bond	10%	Bid Bond	10%	Bid Bond	10%	Bid Bond	10%
	Completed Required Forms:	Yes		no contract		Yes		Yes		Yes		Yes		Yes		Yes	
Service																	
All-inclusive proposed sum for replacement of the 2 boilers:		\$	197,308.00	\$	198,000.00	\$	256,895.00	\$	267,111.00	\$	225,232.00	\$	311,275.00	\$	258,000.00	\$	316,225.00
Length of Warranty - Materials	1 year		1 year		1 year	Heat Exchanger - 10 years		Heat Exchanger - 10 years		10 years limited (mfg.)		Manufacturer's warranty		1 year		1 year	
Length of Warranty - Labor	1 year		1 year		1 year	1 year		1 year		2 years		1 year		1 year		1 year	
Approx. number of weeks for work to start construction following award of contract:	6 weeks		2 weeks		TBD	6 weeks		5 weeks		2-3 weeks per boiler		18 weeks		10-12 weeks			
Approx. number of weeks for completion of construction:	3 weeks		2 weeks		2 weeks	3 weeks		3 weeks		2-3 weeks per boiler		3 weeks		15 weeks			



HOFFMAN ESTATES

DEPARTMENT OF PUBLIC WORKS

CONTRACT

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

Attest:

Clerk
(Seal Below)

Attest:

Secretary

The Village of Hoffman Estates

By: _____
Party of the First Part

(If a corporation)

Advantage Mechanical Inc.
Corporate Name

[Signature]
President, Party of the Second Part

(If a Co-Partnership)

Co-Partner

Co-Partner

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

(If an individual)

Party of the Second Part

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



VILLAGE OF HOFFMAN ESTATES

Department of Public Works

BID DOCUMENTS

for:

POLICE FACILITY BOILER REPLACEMENTS

BID OPENING DATE:	April 8, 2025
BID OPENING TIME:	10:00 a.m.
BID DEPOSIT:	Cashier's/Certified check or Bid Bond in the amount of 10% of proposed cost (required)
PERFORMANCE BOND:	100% of total bid award (upon award of contract)
PRE-BID MEETING:	March 18, 2025, at 10:00am (mandatory)

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

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Prospective Bidder,

The Village of Hoffman Estates is now soliciting bids for the replacement of 2 boilers at the Police Facility located at 411 W. Higgins Road, Hoffman Estates, IL. On behalf of our residents, I appreciate your interest in participating in the bid process. I call your special attention to the Instructions to Bidders section of the attached bid documents. Please be sure that you read thoroughly and fully understand these instructions prior to the preparation of your bid. Note that instructions call for no deviation from the bid specifications except for those deviations which are listed as such on the vendor's bid detail sheet, and which are expressly approved as part of the Village's acceptance of the bid.

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

Please note the following:

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

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

If you have any questions with regards to these bid documents, please contact Paul Petrenko, Superintendent of Facilities and Arena Maintenance, Paul.Petrenko@vohe.org or 847.490.6800.

Sincerely,

Joseph Nebel
Director of Public Works

**VILLAGE OF HOFFMAN ESTATES
NOTICE TO BID**

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

POLICE FACILITY BOILER REPLACEMENTS

Sealed bids will be received at the Office of the Village Clerk of the Village of Hoffman Estates (1900 Hassell Road) Cook County, Illinois, until **April 8, 2025, at 10:00 a.m.** All bids will be publicly opened immediately thereafter.

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

Company's Name
Company Address
Name of Bid ("**POLICE FACILITY BOILER REPLACEMENTS**")
Date and Time of Bid Opening

Specifications and complete bid documents may be obtained from the Office of the Village Clerk or website. Further information regarding this bid may be obtained by contacting Paul Petrenko, Superintendent of Facilities and Arena Maintenance, at Paul.Petrenko@vohe.org.

A mandatory pre-bid meeting will be held at the job site located at the Police Facility, 411 W. Higgins Road, Hoffman Estates, IL on March 18, 2025 at 10:00 a.m.

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

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

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

3/5/25
DATE


Patty Richter, Village Clerk

TO BE PUBLISHED ON 3/7/25 PADDOCK PUBLICATIONS
(DATE)

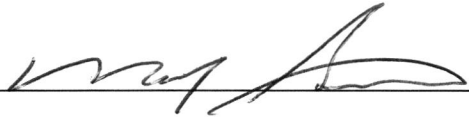
NOTE: THIS FORM MUST BE NOTARIZED

RETURN WITH BID

**VILLAGE OF HOFFMAN ESTATES
BID CERTIFICATE FORM**

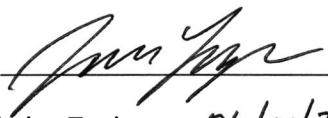
RE: Certification of bidder, compliance with the Illinois Criminal Code

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

Signed: 

Name/Title: Mike Sabatka President (please print)

Date: 04/07/25

Attest:  (Notary Public)

Commission Expiry: 06/01/2026

Date: 04/07/25



(SEAL)

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

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATE
RETURN WITH BID

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

Advantage Mechanical Inc.

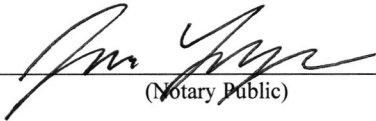
(Name of Contractor)

Mike Sabatka President

(Title)

Subscribed and sworn to before me this 7th day of APRIL, 2025.

My Commission expires: 06/01/2026



(Notary Public)



(SEAL)

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



HOFFMAN ESTATES

DEPARTMENT OF PUBLIC WORKS

CONTRACT

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

Attest:

 Clerk
 (Seal Below)

The Village of Hoffman Estates

By: _____
 Party of the First Part

(If a corporation)

Advantage Mechanical Inc.
 Corporate Name

[Signature]
 President, Party of the Second Part

(If a Co-Partnership)

Attest:

 Secretary

 Co-Partner

 Co-Partner

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

(If an individual)

 Party of the Second Part

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

VILLAGE OF HOFFMAN ESTATES
PERFORMANCE SURETY BOND FORM

BOND NO. 2644090	DATE BOND EXECUTED: 4/7/2025
PRINCIPAL: Advantage Mechanical Inc.	BOND AMOUNT: (written out & numerically)
CO-PRINCIPAL(S):	CONTRACT DOCUMENTS:
SURETY(IES):	PROJECT: Police Facility Boiler Replacements

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

1. We are held and firmly bound to the obligee Village of Hoffman Estates, Illinois (hereinafter called "Village"), in the sum written above in lawful money of the United States of America, to be paid to the Village, its successors or assigns, for the payment whereof Principal(s), Co-Principals and Surety(ies) bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by this Bond.

2. The condition of this Bond is that if the Principal shall in every respect perform all of its obligations under the Contract Documents identified above, which Contract Documents are incorporated herein by reference, then this Bond shall be void; otherwise, the Bond shall4. continuously remain in full force and effect until4. released by the Village. Contract Documents shall also include any contracts, annexation agreements, development agreements, plats, zoning approvals, engineering plans, site plans or other Village documents associated with the Project, including any laws, ordinances or governmental regulations related to the Project.

3. Surety waives all of its surety defenses including, but not limited to, the following:

a) It shall be the duty of the Principal to notify the Surety of any revision of the plans, profiles and specifications referred to in the Contract Documents. The Surety expressly waives any right to receive notice from the obligee or to review or approve any revisions to the plans, profiles and specifications referred to in the Contract Documents which are required to meet governmental standards. No such revisions of any kind in the work shall in any way affect the obligation of the Surety under this Bond;

b) The addition or reduction in subdivision lots or area to those shown in the original plat of subdivision, site plan or construction plan referred to in the Development Document shall in no way affect the obligation of the Surety under this Bond;

c) Any extension of time beyond the period provided for in the Development Document for completion of its obligations under the Agreement shall in no way affect the obligation of the Surety under this Bond;

d) The failure or refusal of Village to take any action, proceeding, or steps to enforce any remedy or exercise any right under the Development Document, or that taking of any action, proceeding, or step by Village, acting in good faith upon the belief that same is permitted by the provisions of the Contract Documents, shall not in any way release

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

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

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

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

Default:

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

1) abandoned the performance of its obligations under the Contract Documents; or

2) renounced or repudiated its obligations under the Contract Documents; or

3) clearly demonstrated through insolvency, or otherwise, that its obligations under the Contract Documents cannot be completed within the time allotted under the Contract Documents.

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

5. Should Surety following notice of default

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

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

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

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

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

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

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

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

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

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

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

13. Surety waives its right to trial by jury.

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

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

PRINCIPAL

Type of Organization:

Legal Name of Organization:

Corporation

F.D.P. Inc of Illinois, Inc., DBA Advantage Mechanical Inc.

State of Incorporation:

Illinois

Address:

765 Ridgeview Dr

McHenry, IL 60050

Authorized Signature(s):

By:

Signature

Mike Sabatka President

(Type name and title)

By:

Signature

(Type name and title)

ACKNOWLEDGMENT OF PRINCIPAL(S)

STATE OF ILLINOIS:

COUNTY/CITY OF MC HENRY:

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

Given under my hand this 7th day of APRIL, 2025.

My commission expires: 06/01/2026

NOTARY PUBLIC

Surety:

Bond No.:

**OFFICIAL SEAL
JASON LEEGE**

Notary Public, State of Illinois
My Commission Expires 06-01-2026

CO-PRINCIPAL(S)

Type of Organization:

Legal Name of Organization:

State of Incorporation:

Address:

Authorized Signature(s):

By: _____
Signature

By: _____
Signature

(Type name and title)

(Type name and title)

ACKNOWLEDGMENT OF CO-PRINCIPAL(S)

STATE OF _____:
COUNTY/CITY OF _____:

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

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

My commission expires: _____

NOTARY PUBLIC

Surety: _____

Bond No.: _____

CORPORATE SURETY

Type of Organization:

Legal Name and Address:

Liability Limit:

Address:

Authorized Signature(s):

By: _____
Signature

By: _____
Signature

(Type name and title)

(Type name and title)

ACKNOWLEDGMENT OF CORPORATE SURETY(S)

STATE OF _____:
COUNTY/CITY OF _____:

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

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

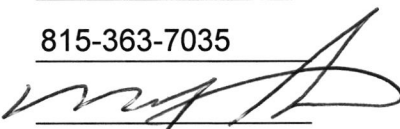
NOTARY PUBLIC

Surety: _____
Bond No.: _____

**VILLAGE OF HOFFMAN ESTATES
PROPOSAL FORM**

POLICE FACILITY BOILER REPLACEMENTS

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

Name of Bid:	<u>POLICE FACILITY BOILER REPLACEMENTS</u>
Company Name:	<u>Advantage Mechanical Inc.</u>
Bidder Name (print):	<u>Mike Sabatka</u>
Title:	<u>President</u>
Business Address:	<u>765 Ridgeview Dr.</u>
	<u>McHenry, IL 60050</u>
Email Address:	<u>Mike@AdvantageMechanicalInc.com</u>
Telephone	<u>815-363-7035</u>
Signature	 Date <u>4/7/2025</u>

A) All-inclusive proposed sum for replacement of the 2 boilers: \$ 197,308⁻

B) Length of Warranty for:

Materials: 1 year

Labor: 1 year

C) Approximate number of weeks for start of construction: 6 weeks.

D) Approximate number of weeks for completion of construction: 3 weeks

NOTE: all proposed work under the terms of this bid must be completed on or before September 1, 2025 unless delayed by supply chain constraints.

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

POLICE FACILITY BOILER REPLACEMENTS

REFERENCES

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

BUSINESS NAME: Lake Zurich School District

ADDRESS: 832 South Rand., Lake Zurich IL

CONTACT PERSON: Greg Fleming

PHONE NUMBER: 847-540-3416

APPROXIMATE DATE: 2011 - present

BUSINESS NAME: Huntley Community School Dst 158

ADDRESS: 650 Dr. John Burkey Dr. Algonquin, IL 60102

CONTACT PERSON: Doug Renkosik

PHONE NUMBER: 847-659-6161

APPROXIMATE DATE: 2009 - present

BUSINESS NAME: Evergreen Air Conditioning

ADDRESS: 11414 W Park Place, Suite 202, Milwaukee, WI

CONTACT PERSON: Brock Studinski

PHONE NUMBER: 877-402-2622

APPROXIMATE DATE: 2008 - present

BUSINESS NAME: Kohl's Department Stores

ADDRESS: N56 W17000 Ridgewood Dr Menomonee Falls, WI 53051

CONTACT PERSON: Jordan Raddant

PHONE NUMBER: 262-703-7000

APPROXIMATE DATE: 2008 - present

BUSINESS NAME: Northwestern Medicine

ADDRESS: 10400 Haligus Road, Huntley, IL

CONTACT PERSON: Michael Bentley

PHONE NUMBER: 224-654-0462

APPROXIMATE DATE: 2003 - present

VILLAGE OF HOFFMAN ESTATES INSTRUCTIONS TO BIDDERS

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

FORMS

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

ALTERNATE/MULTIPLE BIDS

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

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

RECEIVING OF BIDS

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

LATE BIDS

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

BIDS BY FAX

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

ERROR IN BIDS

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

WITHDRAWAL OF BIDS

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

CONSIDERATION OF BIDS

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

PRICES

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

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

AWARD OR REJECTION OF BIDS

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

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

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

PAYMENT

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

REQUIREMENTS OF BIDDER

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

COMPLIANCE WITH ALL LAWS

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

CONTRACT ALTERATIONS

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

NOTICES

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

NON-ASSIGNABILITY

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

INDEMNITY

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

EQUAL EMPLOYMENT OPPORTUNITY

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

REQUIRED INSURANCE

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

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

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

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

BID PERFORMANCE DEPOSIT

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

ACCEPTANCE

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

DEFAULT

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

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

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

SPECIAL CONDITIONS

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

PERMITS AND LICENSES

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

GENERAL GUARANTY

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

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

MINIMUM WAGES

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

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

HIRING OF ILLINOIS WORKERS

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

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

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

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

ILLINOIS WORKS JOBS PROGRAM ACT APPRENTICESHIP INITIATIVE

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

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

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

BIDDER QUALIFICATIONS

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

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

BID CERTIFICATION FORM

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

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

DEVIATIONS

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

INFORMATION MAINTAINED BY THE LEGISLATIVE REFERENCE BUREAU

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

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

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

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

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

Sec. 33E-1. Interference with public contracting

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

Sec. 33E-2. Definitions

In this Act:

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

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

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

Sec. 33E-3. Bid-rigging

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

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

Sec. 33E-4. Bid rotating

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

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

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

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

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

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

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

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

Sec. 33E-7. Kickbacks

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

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

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

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

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

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

Sec. 33E-9. Change orders

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

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

Sec. 33E-10. Rules of evidence

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

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

Sec. 33E-11

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

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

Sec. 33E-12

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

Sec. 33E-13

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

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

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

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

Sec. 33E-15. False entries

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

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

Sec. 33E-16. Misapplication of funds

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

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

Sec. 33E-17. Unlawful participation

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

Sec. 33E-18. Unlawful stringing of bids

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

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

POLICE FACILITY BOILER REPLACEMENTS

SCOPE OF WORK

Provide all necessary labor and materials to complete the following work during normal business hours as indicated within this scope and specification. Permits are the responsibility of the contractor. Permit fees will be waived by the Village. The Village is tax exempt and will furnish the awarded contractor with the exemption tax letter for the purchase of project materials.

BOILER SPECIFICATIONS

1. (2) Aerco Benchmark series BMK3000 (3,000,000 BTU) high efficiency stainless steel firetube LoNox condensing boilers or equivalent, complete with onboard header temp sensor, outdoor air sensor kit, and BACnet Protonode Gateway complete with condensate neutralization tanks.

EXECUTION

1. All workers allowed on the premises shall be subject to a successful background check first.
2. Install all materials according to manufacturer's written instructions.
3. Reconnect new boilers to existing hydronic supply/return piping, gas supply, combustion air supply, electrical, and flue exhaust pipe, condensate piping, insulate new piping, and start up new boilers.
4. The first boiler must be removed, a new one installed and operational before removing the second one and installing it.
5. Duplicate any tie-in to Building Automation System, if existing on old boilers.
6. Program and test boiler operation.
7. Provide all cut sheets on materials and boiler manuals to the Owner.
8. Provide Owner with labor and manufacturers boiler warranty.
9. Remove and dispose of existing boilers legally.
10. Remove and dispose of all debris upon completion of work.
11. Final payment request to be made to Village when work is completed to the Village's satisfaction and all work passes code inspection. All payment requests must be accompanied by certified payroll.

**VILLAGE OF HOFFMAN ESTATES
SPECIAL PROVISIONS**

All Inclusive Bid Sums

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

Mandatory Pre-Bid Meeting and Walk-Through

A mandatory pre-bid meeting will be held at the job site located at 411 Higgins Road, Hoffman Estates, IL on March 18, 2025 at 10:00 a.m. This will give all contractors an opportunity to see the site conditions and to ask questions in group about specifications and bid requirements. Contact the Village representative, Paul Petrenko, at (847) 490-6800 if there are any questions about this meeting.

Bid Security Deposit Requirements

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

Performance Bond Requirements

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



Bond Number 2644090

Bid Bond

KNOW ALL BY THESE PRESENTS, That We, Advantage Mechanical, Inc. as Principal,
and WEST BEND INSURANCE COMPANY, a corporation organized under the laws of the State of Wisconsin
and having its principal office in West Bend, Wisconsin, in said State, as Surety, are held and firmly bound unto
Village of Hoffman Estates as Owner, in the full and just sum of
Ten Percent (10 %) of amount bid for the payment
whereof said Principal binds its heirs, administrators, and executors and said Surety binds itself, its successors
and assigns firmly by these presents

WHEREAS, said Principal has submitted to said Owner a bid or proposal for _____
replacing two boilers at the Hoffman Estates Police Department.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if within Sixty days hereof and in
accordance with said proposal a contract shall be awarded to said Principal and the said Principal shall enter into a
contract for said work and shall furnish bond with surety as required for its faithful performance then this obligation
shall be void, otherwise remain in full force and virtue.

Signed and Sealed this 7 day of April, 20 25

Principal:

Advantage Mechanical, Inc.

By: [Signature] (SEAL)

Witness: _____

Name Typed: Michael Sabatka, President

Title

Surety:

West Bend Insurance Company

By: [Signature] (SEAL)

Witness: _____

Name Typed: Timothy SCHOL

Title

Agency Name: ACRISURE MIDWEST PARTNERS LLC

Address: 55 SHUMAN BLVD, STE 900

NAPERVILLE, IL 60563,

Phone Number: (866) 882-4999

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.

RHODE ISLAND ONLY: Under R.I. Gen. Laws § 27-65-1, this policy is exempt from the filing and approval requirements of forms used and rates charged.

NB 0192 01 25

1900 S 18th Avenue | West Bend, WI 53095 | Phone: (800) 236-5010 | Fax: (877) 674-2663 | www.thesilverlining.com

Page 1 of 1



Bond No. 2644090

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Timothy SCHOL

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 7th day of April, 2025



Christopher C. Zwygart
Christopher C. Zwygart
Secretary



VILLAGE OF HOFFMAN ESTATES

Department of Public Works

BID DOCUMENTS

for:

POLICE FACILITY BOILER REPLACEMENTS

BID OPENING DATE:	April 8, 2025
BID OPENING TIME:	10:00 a.m.
BID DEPOSIT:	Cashier's/Certified check or Bid Bond in the amount of 10% of proposed cost (required)
PERFORMANCE BOND:	100% of total bid award (upon award of contract)
PRE-BID MEETING:	March 18, 2025, at 10:00am (mandatory)

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

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HOFFMAN ESTATES

DEPARTMENT OF PUBLIC WORKS

Prospective Bidder,

The Village of Hoffman Estates is now soliciting bids for the replacement of 2 boilers at the Police Facility located at 411 W. Higgins Road, Hoffman Estates, IL. On behalf of our residents, I appreciate your interest in participating in the bid process. I call your special attention to the Instructions to Bidders section of the attached bid documents. Please be sure that you read thoroughly and fully understand these instructions prior to the preparation of your bid. Note that instructions call for no deviation from the bid specifications except for those deviations which are listed as such on the vendor's bid detail sheet, and which are expressly approved as part of the Village's acceptance of the bid.

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

Please note the following:

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

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

If you have any questions with regards to these bid documents, please contact Paul Petrenko, Superintendent of Facilities and Arena Maintenance, Paul.Petrenko@vohe.org or 847.490.6800.

Sincerely,

Joseph Nebel
Director of Public Works

**VILLAGE OF HOFFMAN ESTATES
NOTICE TO BID**

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

POLICE FACILITY BOILER REPLACEMENTS

Sealed bids will be received at the Office of the Village Clerk of the Village of Hoffman Estates (1900 Hassell Road) Cook County, Illinois, until **April 8, 2025, at 10:00 a.m.** All bids will be publicly opened immediately thereafter.

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

Company's Name

Company Address

Name of Bid ("**POLICE FACILITY BOILER REPLACEMENTS**")

Date and Time of Bid Opening

Specifications and complete bid documents may be obtained from the Office of the Village Clerk or website. Further information regarding this bid may be obtained by contacting Paul Petrenko, Superintendent of Facilities and Arena Maintenance, at Paul.Petrenko@vohe.org.

A mandatory pre-bid meeting will be held at the job site located at the Police Facility, 411 W. Higgins Road, Hoffman Estates, IL on March 18, 2025 at 10:00 a.m.

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

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

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

3/5/25
DATE


Patty Richter, Village Clerk

TO BE PUBLISHED ON 3/7/25 PADDOCK PUBLICATIONS
(DATE)

NOTE: THIS FORM MUST BE NOTARIZED

RETURN WITH BID

**VILLAGE OF HOFFMAN ESTATES
BID CERTIFICATE FORM**

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

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

Signed: _____

Name/Title: _____ (please print)

Date: _____

Attest: _____ (Notary Public)

Commission Expiry: _____

Date: _____

(SEAL)

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

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATE
RETURN WITH BID

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

(Name of Contractor)

(Title)

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

My Commission expires: _____

(Notary Public)

(SEAL)

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



HOFFMAN ESTATES

DEPARTMENT OF PUBLIC WORKS

CONTRACT

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

Attest:

Clerk
(Seal Below)

Attest:

Secretary

The Village of Hoffman Estates

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

Corporate Name

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

Co-Partner

Co-Partner

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

Party of the Second Part

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

VILLAGE OF HOFFMAN ESTATES
PERFORMANCE SURETY BOND FORM

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

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

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

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

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

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

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

Default:

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

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

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

5. Should Surety following notice of default

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

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

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

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

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

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

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

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

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

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

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

13. Surety waives its right to trial by jury.

VILLAGE OF HOFFMAN ESTATES
PERFORMANCE SURETY BOND FORM

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

PRINCIPAL

Type of Organization: _____

Legal Name of Organization: _____

State of Incorporation: _____

Address: _____

Authorized Signature(s): _____

By: _____
Signature

By: _____
Signature

(Type name and title)

(Type name and title)

ACKNOWLEDGMENT OF PRINCIPAL(S)

STATE OF _____:
COUNTY/CITY OF _____:

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

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

My commission expires: _____

NOTARY PUBLIC

Surety: _____

Bond No.: _____

CO-PRINCIPAL(S)

Type of Organization:

Legal Name of Organization:

State of Incorporation:

Address:

Authorized Signature(s):

By: _____

Signature

By: _____

Signature

(Type name and title)

(Type name and title)

ACKNOWLEDGMENT OF CO-PRINCIPAL(S)

STATE OF _____:

COUNTY/CITY OF _____:

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

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

My commission expires: _____

NOTARY PUBLIC

Surety: _____

Bond No.: _____

CORPORATE SURETY

Type of Organization:

Legal Name and Address:

Liability Limit:

Address:

Authorized Signature(s):

By: _____

Signature

By: _____

Signature

(Type name and title)

(Type name and title)

ACKNOWLEDGMENT OF CORPORATE SURETY(S)

STATE OF _____:
COUNTY/CITY OF _____:

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

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

NOTARY PUBLIC

Surety: _____
Bond No.: _____

**VILLAGE OF HOFFMAN ESTATES
PROPOSAL FORM**

POLICE FACILITY BOILER REPLACEMENTS

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

Name of Bid: _____

Company Name: _____

Bidder Name (print): _____

Title: _____

Business Address: _____

Email Address: _____

Telephone _____

Signature _____ Date _____

A) All-inclusive proposed sum for replacement of the 2 boilers: \$ _____

B) Length of Warranty for:

Materials: _____

Labor: _____

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

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

NOTE: all proposed work under the terms of this bid must be completed on or before September 1, 2025 unless delayed by supply chain constraints.

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

POLICE FACILITY BOILER REPLACEMENTS

REFERENCES

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

BUSINESS NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

APPROXIMATE DATE: _____

BUSINESS NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

APPROXIMATE DATE: _____

BUSINESS NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

APPROXIMATE DATE: _____

BUSINESS NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

APPROXIMATE DATE: _____

BUSINESS NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

APPROXIMATE DATE: _____

VILLAGE OF HOFFMAN ESTATES INSTRUCTIONS TO BIDDERS

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

FORMS

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

ALTERNATE/MULTIPLE BIDS

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

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

RECEIVING OF BIDS

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

LATE BIDS

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

BIDS BY FAX

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

ERROR IN BIDS

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

WITHDRAWAL OF BIDS

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

CONSIDERATION OF BIDS

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

PRICES

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

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

AWARD OR REJECTION OF BIDS

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

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

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

PAYMENT

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

REQUIREMENTS OF BIDDER

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

COMPLIANCE WITH ALL LAWS

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

CONTRACT ALTERATIONS

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

NOTICES

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

NON-ASSIGNABILITY

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

INDEMNITY

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

EQUAL EMPLOYMENT OPPORTUNITY

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

REQUIRED INSURANCE

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

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

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

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

BID PERFORMANCE DEPOSIT

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

ACCEPTANCE

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

DEFAULT

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

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

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

SPECIAL CONDITIONS

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

PERMITS AND LICENSES

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

GENERAL GUARANTY

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

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

MINIMUM WAGES

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

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

HIRING OF ILLINOIS WORKERS

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

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

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

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

ILLINOIS WORKS JOBS PROGRAM ACT APPRENTICESHIP INITIATIVE

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

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

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

BIDDER QUALIFICATIONS

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

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

BID CERTIFICATION FORM

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

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

DEVIATIONS

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

INFORMATION MAINTAINED BY THE LEGISLATIVE REFERENCE BUREAU

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

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

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

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

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

Sec. 33E-1. Interference with public contracting

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

Sec. 33E-2. Definitions

In this Act:

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

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

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

Sec. 33E-3. Bid-rigging

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

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

Sec. 33E-4. Bid rotating

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

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

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

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

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

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

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

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

Sec. 33E-7. Kickbacks

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

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

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

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

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

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

Sec. 33E-9. Change orders

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

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

Sec. 33E-10. Rules of evidence

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

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

Sec. 33E-11

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

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

Sec. 33E-12

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

Sec. 33E-13

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

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

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

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

Sec. 33E-15. False entries

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

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

Sec. 33E-16. Misapplication of funds

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

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

Sec. 33E-17. Unlawful participation

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

Sec. 33E-18. Unlawful stringing of bids

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

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

POLICE FACILITY BOILER REPLACEMENTS

SCOPE OF WORK

Provide all necessary labor and materials to complete the following work during normal business hours as indicated within this scope and specification. Permits are the responsibility of the contractor. Permit fees will be waived by the Village. The Village is tax exempt and will furnish the awarded contractor with the exemption tax letter for the purchase of project materials.

BOILER SPECIFICATIONS

1. (2) Aerco Benchmark series BMK3000 (3,000,000 BTU) high efficiency stainless steel firetube LoNox condensing boilers or equivalent, complete with onboard header temp sensor, outdoor air sensor kit, and BACnet Protonode Gateway complete with condensate neutralization tanks.

EXECUTION

1. All workers allowed on the premises shall be subject to a successful background check first.
2. Install all materials according to manufacturer's written instructions.
3. Reconnect new boilers to existing hydronic supply/return piping, gas supply, combustion air supply, electrical, and flue exhaust pipe, condensate piping, insulate new piping, and start up new boilers.
4. The first boiler must be removed, a new one installed and operational before removing the second one and installing it.
5. Duplicate any tie-in to Building Automation System, if existing on old boilers.
6. Program and test boiler operation.
7. Provide all cut sheets on materials and boiler manuals to the Owner.
8. Provide Owner with labor and manufacturers boiler warranty.
9. Remove and dispose of existing boilers legally.
10. Remove and dispose of all debris upon completion of work.
11. Final payment request to be made to Village when work is completed to the Village's satisfaction and all work passes code inspection. All payment requests must be accompanied by certified payroll.

**VILLAGE OF HOFFMAN ESTATES
SPECIAL PROVISIONS**

All Inclusive Bid Sums

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

Mandatory Pre-Bid Meeting and Walk-Through

A mandatory pre-bid meeting will be held at the job site located at 411 Higgins Road, Hoffman Estates, IL on March 18, 2025 at 10:00 a.m. This will give all contractors an opportunity to see the site conditions and to ask questions in group about specifications and bid requirements. Contact the Village representative, Paul Petrenko, at (847) 490-6800 if there are any questions about this meeting.

Bid Security Deposit Requirements

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

Performance Bond Requirements

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



AGENDA ITEM REPORT

Village Board of Trustees

May 5, 2025

ITEM 5M

REQUEST: Authorization to award contract to A Lamp Concrete Contractors, Inc, of Schaumburg, IL for the Village Hall Parking Lot Improvements Project in an amount not to exceed \$2,059,673.

FROM: Alan Wenderski, Director of Engineering

ITEM TYPE: Contract - Village Board

REQUEST SUMMARY

The Village Hall Parking Lot Improvements Project includes pavement reconstruction, reduction of existing pavement area, construction of bio-swales/rain gardens in the parking lot perimeter, construction of limited areas of permeable pavement, replacement of portions of the lighting system, and landscape improvements. Construction will be completed in a staged manner to allow for access and ample parking for typical daily operations. Construction is expected to start in May and be completed in early November.

An Intergovernmental Agreement (IGA) with the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) was approved by the Village Board in February 2025 and executed by MWRDGC in March 2025. The MWRDGC partnership provides a portion of construction funding for green infrastructure elements and requires the Village to submit ongoing operation and maintenance reports and follow MWRDGC purchasing policies.

Six bids were received on April 14, 2025. The engineer's estimate was \$2,525,779. A summary of the bids received is shown in Table 1.

Table 1: Bid Summary

Contractor	Bid
A Lamp Concrete Contractors	\$2,059,673
Everlast Blacktop	\$2,346,250
Schroeder Asphalt Services	\$2,425,790
Abbey Construction	\$2,539,840
D'Land Construction	\$2,671,198
Martam Construction	\$2,996,662

The lowest qualified bid was approximately 20% below the engineer's estimate. A Lamp has worked on several previous street and utility improvement projects for the Village and is qualified to perform this scope of work.

FINANCIAL IMPACT

The approved FY2025 budget allocated \$1,990,000 of local funding for construction and construction engineering for this project. Per the IGA with MWRDGC, an additional \$460,000 will be provided by MWRDGC for green infrastructure construction costs, bringing the total project budget to \$2,450,000.

The construction costs of A Lamp's low bid amount are \$2,059,673. A construction engineering agreement was approved in February 2025 at a not-to-exceed cost of \$170,544. Total construction and construction engineering costs for the project are \$2,230,217.

The low bid project costs are \$219,783, or approximately 9%, below the budgeted amount.

RECOMMENDATION

Approve award of contract to A Lamp Concrete Contractors, Inc, of Schaumburg, IL for the Village Hall Parking Lot Improvements Project in an amount not to exceed \$2,059,673.

ATTACHMENTS

None



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

May 12, 2025	Council Chambers	7:00 PM
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1. **CALL TO ORDER/ROLL CALL**
2. **APPROVAL OF MINUTES**
 - A. Transportation & Road Improvement Committee 04-14-2025
3. **PUBLIC COMMENT**
4. **OLD BUSINESS**
5. **NEW BUSINESS**
6. **REPORTS**
 - A. Transportation Division Monthly Report
7. **PRESIDENT'S REPORT**
8. **ITEMS IN REVIEW**
9. **OTHER**
10. **ADJOURNMENT**

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



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

May 12, 2025	Council Chambers	Immediately Following Transportation & Road Improvement Committee
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1. **CALL TO ORDER/ROLL CALL**
2. **APPROVAL OF MINUTES**
 - A. Planning, Building & Zoning Committee 04-14-2025
3. **PUBLIC COMMENT**
4. **OLD BUSINESS**
5. **NEW BUSINESS**
 - A. Request approval of an Ordinance proposing the establishment of a Special Service Area in the Village of Hoffman Estates, Illinois and providing for a public hearing and other related procedures - Special Service Area 2025-1 (Kensington Fields)
 - B. Request approval to end a CDBG-CV agreement with North West Housing Partnership's (NWHP) Utility and/or Rental Assistance project and move the remaining funds into CDBG-CV agreement with Clearbrook for HVAC replacements at 1260 W Higgins
6. **REPORTS**
 - A. Planning Division Monthly Report
 - B. Code Enforcement Division Monthly Report
 - C. Economic Development and Tourism Monthly Report
7. **PRESIDENT'S REPORT**
8. **ITEMS IN REVIEW**
9. **OTHER**
10. **ADJOURNMENT**

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

May 12, 2025	Council Chambers	7:00 PM
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1. **CALL TO ORDER/ROLL CALL**
2. **APPROVAL OF MINUTES**
 - A. General Administration & Personnel Committee 04-14-2025
3. **PUBLIC COMMENT**
4. **OLD BUSINESS**
5. **NEW BUSINESS**
6. **REPORTS**
 - A. Cable TV Monthly Report
 - B. Human Resources Management Monthly Report
 - C. Legislative Operations & Outreach Monthly Report
7. **PRESIDENT'S REPORT**
8. **ITEMS IN REVIEW**
9. **OTHER**
10. **ADJOURNMENT**

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