

PUBLIC NOTICE

IN ACCORDANCE WITH THE APPLICABLE STATUTES OF THE STATE OF ILLINOIS AND ORDINANCES OF THE VILLAGE OF WHEELING, NOTICE IS HEREBY GIVEN THAT

**THE SPECIAL MEETING OF THE LIQUOR CONTROL COMMISSION
WILL BE HELD ON MONDAY, MAY 16, 2016 AT 6:30 P.M.
IN THE BOARD ROOM, WHEELING VILLAGE HALL,
2 COMMUNITY BOULEVARD, WHEELING ILLINOIS
CHAIRPERSON DEAN S. ARGIRIS PRESIDING**

**DURING WHICH MEETING IT IS ANTICIPATED THERE WILL BE DISCUSSION AND
CONSIDERATION OF AND, IF SO DETERMINED, ACTION UPON
THE MATTERS CONTAINED IN THE FOLLOWING:**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL FOR ATTENDANCE**
- 4. APPROVAL OF MINUTES** Special Meeting of April 25, 2016
- 5. IN CONSIDERATION OF A CLASS B-1 LIQUOR LICENSE**

El Burrito Bronco, Inc.
DBA El Burrito Bronco / El Burrito Loco
733 W. Dundee Road
- 6. EXECUTIVE SESSION**
- 7. ACTION ON EXECUTIVE SESSION ITEMS**
- 8. ADJOURNMENT**

THIS MEETING WILL BE TELEVISED ON WHEELING CABLE CHANNELS 17 & 99.

***IF YOU WOULD LIKE TO ATTEND A VILLAGE MEETING BUT REQUIRE AN AUXILIARY AID,
SUCH AS A SIGN LANGUAGE INTERPRETER, PLEASE CALL 847-499-9085 AT LEAST
72 HOURS PRIOR TO THE MEETING.***

PUBLIC NOTICE
IN ACCORDANCE WITH THE APPLICABLE STATUTES OF THE STATE OF ILLINOIS AND
ORDINANCES OF THE VILLAGE OF WHEELING, NOTICE IS HEREBY GIVEN THAT

THE REGULAR MEETING
OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING
WILL BE HELD ON MONDAY, MAY 16, 2016
IMMEDIATELY FOLLOWING THE SPECIAL MEETING OF THE LIQUOR CONTROL COMMISSION
IN THE BOARD ROOM, WHEELING VILLAGE HALL,
2 COMMUNITY BOULEVARD, WHEELING, ILLINOIS
VILLAGE PRESIDENT DEAN S. ARGIRIS PRESIDING

DURING WHICH MEETING IT IS ANTICIPATED THERE WILL BE DISCUSSION AND
CONSIDERATION OF AND, IF SO DETERMINED, ACTION UPON
THE MATTERS CONTAINED IN THE FOLLOWING:

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL FOR ATTENDANCE**
- 4. APPROVAL OF MINUTES:** Regular Meeting of April 18, 2016
 Special Meeting of April 25, 2016
- 5. CHANGES TO THE AGENDA**
- 6. PROCLAMATIONS, CONGRATULATORY RESOLUTIONS AND AWARDS**

Proclamation: [Click It or Ticket – May 23–June 5, 2016](#)

Proclamation: [National Garden Week – June 5–11, 2016](#)
- 7. APPOINTMENTS AND CONFIRMATIONS**
- 8. ADMINISTRATION OF OATHS**
- 9. CITIZEN CONCERNS AND COMMENTS**
- 10. STAFF REPORTS**
- 11. CONSENT AGENDA** - All items listed on the Consent Agenda are considered to be routine by the Village Board and will be enacted by one motion. There will be no separate discussion of these items unless a Board member or citizen so requests, in which event the item will be removed from the general order of business and considered after all other Agenda items.
 - A. Resolution Approving an Agreement with Nicholas J. Stavros for Prosecutorial Services for the Village of Wheeling**
 - B. Resolution Waiving Competitive Bidding and Authorizing Acceptance of the State of Illinois Contract with CDW for the Purchase of Microsoft Office Software Licenses**

- C. [Resolution for Improvement by Municipality under the Illinois Highway Code for Section 16-00084-00-RS](#)
- 12. **OLD BUSINESS** NONE
- 13. **NEW BUSINESS** **All listed items for discussion and possible action**
 - A. [PRESENTATION RE: GIS Construction Projects Storymap](#)
 - B. [Two \(2\) Ordinances Re: Rezoning, Special Use, and Site Plan Approvals for 230 West Palatine Road](#)
 - 1. **Ordinance** Granting a Partial Rezoning from I-1 Light Industrial and Office District to I-2 Limited Industrial District for 230 W. Palatine Road [Docket No. 2016-8A]
 - 2. **Ordinance** Granting Special Use-Site Plan Approval for Hazardous Materials Storage, 230 W. Palatine Road [Docket No. 2016-8B]
 - C. [Resolution Accepting a Bid and Approving a Contract with Schroeder Asphalt Services, Inc. for the 2016 Motor Fuel Tax \(MFT\) Street Improvement Program](#)
 - D. [Resolution Accepting a Proposal from Haeger Engineering LLC for Engineering and Inspection Services for the 2016 Motor Fuel Tax \(MFT\) Street Improvement Project](#)
 - E. [Resolution Approving a Contract with H&H Electric Company for Streetlight Maintenance and Repair Services for FY 2016](#)
- 14. **OFFICIAL COMMUNICATIONS**
- 15. **APPROVAL OF BILLS** April 28–May 11, 2016
- 16. **EXECUTIVE SESSION**
- 17. **ACTION ON EXECUTIVE SESSION ITEMS, IF REQUIRED**
- 18. **ADJOURNMENT**

***THIS MEETING WILL BE TELEVISED ON WHEELING CABLE CHANNELS 17 & 99
IF YOU WOULD LIKE TO ATTEND A VILLAGE MEETING BUT REQUIRE AN AUXILIARY AID,
SUCH AS A SIGN LANGUAGE INTERPRETER,
PLEASE CALL 847-499-9085 AT LEAST 72 HOURS PRIOR TO THE MEETING.***



Village of Wheeling Proclamation

Click It or Ticket
May 23 to June 5, 2016

WHEREAS, the safety and security of the residents of the Village of Wheeling and surrounding areas are vitally important; and

WHEREAS, a large percentage of our residents regularly drive or ride in motor vehicles on our roadways; and

WHEREAS, the use of seat belts in passenger vehicles saved an estimated 12,802 lives in 2014; and

WHEREAS, regular seat belt use is the single most effective way to reduce fatalities in motor vehicle crashes; and

WHEREAS, the use of seat belts is supported by the laws of the State of Illinois and the Village of Wheeling, and

WHEREAS, May 23 through June 5, 2016 has been selected as the national *Click It or Ticket* mobilization enforcement period; and

WHEREAS, across the country law enforcement officers will actively be participating in the mobilization to ensure all motor vehicle occupants are buckled up day and night to reduce the risk of injury and death caused in traffic crashes; and

WHEREAS, increased enforcement of seat belt laws coupled with publicity has proven to be an effective method to increase seat belt use rates and decrease fatal crashes;

NOW, THEREFORE, I, Dean Argiris, President of the Village of Wheeling, do hereby proclaim May 23 to June 5, 2016, as the *Click It or Ticket Mobilization* in the Village of Wheeling and urge all citizens to always wear seat belts when driving or riding on our roadways.

Dated at the Village of Wheeling this 16th day of May, 2016.

Dean S. Argiris
Village President

ATTEST:

Elaine E. Simpson
Village Clerk





Village of Wheeling Proclamation
NATIONAL GARDEN WEEK

June 5–11, 2016

WHEREAS, the Wheeling Garden Club, in cooperation with the National Garden Clubs, Inc., is promoting National Garden Week in Illinois; and

WHEREAS, the Garden Clubs of Illinois is a non-profit organization with 166 clubs and more than 7,500 members throughout Illinois; and

WHEREAS, gardeners have a passion for nurturing the beauty and resources of the earth through the planting of seeds, the care of all plants, and the riches of their efforts; and

WHEREAS, gardeners seek to add beauty, splendor, fragrance, and nutrition to our lives through the growing of herbs, vegetables, foliage, and flowers; and

WHEREAS, gardening promotes a healthy lifestyle that lasts a lifetime, helps reduce stress from other areas of our lives, teaches that rewards can come from diligent efforts; and

WHEREAS, the members of the Wheeling Garden Club and Garden Clubs of Illinois are concerned citizens willing to devote their time and talents to the conservation, preservation, and beautification of our state's natural treasures and to expand and share our knowledge for the betterment of the environment;

NOW, THEREFORE, I, Dean Argiris, President of the Village of Wheeling, acknowledge the importance of gardening and the numerous contributions of gardeners, and celebrate June 5 through June 11, 2016 as **NATIONAL GARDEN WEEK.**

DATED at the Village of Wheeling this 16th day of May, 2016.

Dean S. Argiris
Village President

ATTEST:

Elaine E. Simpson
Village Clerk



**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO(S): #11.A.
(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: May 16, 2016

TITLE OF ITEM SUBMITTED: Resolution Approving an Agreement with Nicholas J. Stavros for Prosecutorial Services for the Village of Wheeling

BASIC DESCRIPTION OF ITEM¹: Retainer agreement between the Village of Wheeling and Nicholas J. Stavros, Esq., for prosecutorial services performed for the Village.

BUDGET²: Included in 2016 budget

BIDDING³: N/A

EXHIBIT(S) ATTACHED: Resolution, Retainer Agreement

SUBMITTED FOR BOARD CONSIDERATION: VILLAGE MANAGER

¹ *The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.*

² *If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).*

³ *If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered*

RESOLUTION NO. 16 - _____

RESOLUTION APPROVING AN AGREEMENT WITH NICHOLAS J. STAVROS FOR PROSECUTORIAL SERVICES FOR THE VILLAGE OF WHEELING

WHEREAS, the Village of Wheeling is desirous of continuing an Agreement with Attorney Nicholas J. Stavros, for representation of the Village of Wheeling in all prosecutorial matters; and

WHEREAS, the President and Board of Trustees of the Village of Wheeling deem it to be in the best interests of the Village of Wheeling to enter into the attached Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, as follows:

SECTION A

That the Village of Wheeling hereby approves the terms of the attached Agreement with Attorney Nicholas J. Stavros, and hereby authorizes the Village President and the Village Clerk to execute said Agreement on behalf of the Village of Wheeling.

SECTION B

That the Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

Trustee _____ moved, seconded by Trustee _____

that Resolution No. **16** - _____ be adopted.

President Argiris	_____	Trustee Lang	_____
Trustee Brady	_____	Trustee Papantos	_____
Trustee Krueger	_____	Trustee Vito	_____
		Trustee Vogel	_____

Adopted this _____ day of _____, 2016 by the President and Board of Trustees of the Village of Wheeling, Illinois.

Dean S. Argiris
Village President

ATTEST:

Elaine E. Simpson
Village Clerk

**RETAINER AGREEMENT FOR
VILLAGE PROSECUTOR**

This Agreement entered into this ____ day of _____, 2016 by and between the Village of Wheeling, an Illinois municipal corporation (hereinafter the "Village"), and Nicholas J. Stavros (hereinafter the "Attorney").

WITNESSETH:

ARTICLE I. GENERAL PROVISIONS

A. Retainer

The Village does hereby retain the Attorney as its Village Prosecutor as provided by law and by the Ordinances of the Village.

B. Duties

The Attorney shall be compensated in accordance with Article II of this Agreement.

C. Conflicts

Whenever the Attorney shall report to the Village that he has a conflict of interest with respect to any matter, the Village shall either appoint a special counsel to represent the Village at its expense in connection with such matter or waive the conflict and direct the Attorney to represent the Village notwithstanding the conflict. Any waiver of a conflict, or possibility of conflict, or appearance of conflict shall be made by and with the approval of the Village Manager. However, it shall not constitute a breach of this Agreement for the Attorney to decline to represent the Village on any matter in which the Attorney has a conflict of interest which cannot be waived under the applicable standards of legal ethics, the Code of Professional Responsibility adopted by the Illinois Supreme Court, or the rules of any court in which the matter may be pending, and which the Attorney cannot eliminate or avoid at such time.

D. Term

This Agreement shall be in effect from June 1, 2016 and shall continue in effect for one (1) year unless terminated under Article 1-E.

E. Early Termination

This Agreement may be terminated by either the Village by its Village Manager or the Attorney upon thirty (30) days written notice, in which event the Agreement and the obligations of both parties shall terminate as of the end of the calendar month in which such 30th day falls. In the event this Agreement is terminated by either party hereto, all obligations under this Agreement shall terminate except the provisions of Article G.

F. Approval and Modification

The approval, extension or modification of this Agreement by the Village shall be subject to the approval of the President and Board of Trustees of the Village, and shall not be effective until such approval is given at a legal meeting of the Village.

G. Indemnification

The Village hereby agrees to indemnify, hold harmless and defend the Attorney and any individual acting in the capacity as assistant prosecutors from all claims, demands, or lawsuits arising out of the performance and services set forth herein.

H. Cooperation

The Attorney shall cooperate with the staff and, subject to the general direction of the Village Manager, shall meet with staff during normal business hours or otherwise as shall be mutually convenient, whenever such meetings are necessary for the conduct of Village business.

ARTICLE II. COMPENSATION

A. General Prosecution Duties – Compensation

The Attorney shall be compensated for attendance at the Village's current regular court calls, not to exceed three (3) days per month, for the prosecution of ordinance and traffic violations at the sum of One Thousand Five Hundred Dollars (\$1,500.00) per month.

B. Additional Duties – Compensation

1. For the prosecution of building, housing, fire code, and zoning violations, and also cases which are assigned to a jury court call or to special court calls other than the regular three (3) monthly Wheeling traffic calls which Attorney is required to prosecute, Attorney shall be compensated at the rate of One-Hundred Dollars (\$100.00) per hour with a minimum billing of one hour.

2. For services rendered for research or in the preparation of motions or discovery, the Attorney shall be compensated at the rate of One-Hundred Dollars (\$100.00) per hour with a minimum billing of one hour.

3. The Attorney shall be compensated for the prosecution of complaints before the Wheeling Liquor Control Commission at the rate of One-Hundred Dollars (\$100.00) per hour with a minimum billing of one hour.

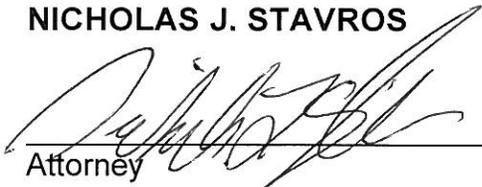
C. Sources of Compensation

The Village shall from time to time budget and/or appropriate sufficient funds to pay the retainer amount provided for in this Agreement.

D. Reimbursement

The Attorney shall be reimbursed promptly for all necessary expenses, which may be paid or incurred by the Attorney, pursuant to representation as prosecutor for the Village as are approved by the Village Manager.

NICHOLAS J. STAVROS



Attorney

VILLAGE OF WHEELING

By: _____
Dean S. Argiris
Village President

ATTEST:

By: _____
Elaine E. Simpson
Village Clerk

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO(S): #11.B
(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: May 16, 2016

TITLE OF ITEM SUBMITTED: Resolution waiving competitive bidding and authorizing acceptance of the State of Illinois contract with CDW for the Purchase of Microsoft Office Software Licenses

SUBMITTED BY: Luca Ursan, Director of Information Technology 

BASIC DESCRIPTION OF ITEM¹: Annual Purchase of Microsoft Office Software Licenses necessary for sustaining the Village's daily operations of its office automation environment. CDW holds the State of Illinois joint purchasing contract for these products and services.

BUDGET²: Included in 2016 approved budget

BIDDING³: N/A

EXHIBIT(S) ATTACHED: Staff Memo, Resolution, State of Illinois Joint Purchasing Contract, CDW Quote for Microsoft Office 365 Software Licenses

RECOMMENDATION: Approval

SUBMITTED FOR BOARD CONSIDERATION: VILLAGE MANAGER

¹ *The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.*

² *If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).*

³ *If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered*



MEMORANDUM

TO: Jon A Sfondilis, Village Manager
FROM: Luca Ursan, Director of Information Technology
DATE: May 10, 2016
SUBJECT: Purchase of Microsoft Office Software Licenses

EXECUTIVE SUMMARY

Purchase of Microsoft Office 365 Software Licenses from CDW. CDW holds the State of Illinois joint purchasing contract for these products and services. The proposed software licenses are necessary for sustaining the Village's daily operations of its office automation environment.

This is a purchase of Microsoft Office software licenses needed to provide legal compliance for the number of installations that we currently use and plan to use on all computer networks within the Village of Wheeling.

Many years ago the Village of Wheeling selected the Microsoft Office Suite of software applications as the standard for its office automation environment. The Information Technology (IT) staff constantly struggles with the challenge of tracking software licenses for the various versions of the Microsoft Office platforms that we use across the Village's networks. The Village's current standard is the Office 2010 suite, but as we've been purchasing new desktop hardware we have not been able purchase Office 2010 licenses anymore. Instead we had to purchase the newer Office 2013 licenses which are backwards compatible and can be used in a downgrade mode to the 2010 platform. Over time it became very difficult to track the various versions that we have licenses for and it is also difficult to upgrade our standard to a newer version if we don't have enough licenses of the new version to cover all installations. The IT staff recommends that the Village move to Microsoft's Office 365 licensing platform which becomes an annual subscription per user. This translates into every user getting all the features and functionality of the latest versions of Microsoft's products at the same time. The current scenario of mixed versions and multiple license platforms would be eliminated and replaced with a common subscription based version across the whole organization. This simpler streamlined approach also makes sense financially as it flattens our annual budgetary commitment for Microsoft Office licenses, eliminating the fluctuating higher spending that repeats every few years in a conventional licensing scenario as new versions are implemented.

Microsoft's Office 365 platform comes bundled with many additional features and collaboration benefits not found in a conventional environment. Some of the workgroup collaboration features are: Exchange Online, SharePoint Online, Skype for Business (Lync), OneDrive. Exchange Online, for example, allows the Village to take our email system to the "cloud", resulting in savings as we would eliminate the need to upgrade and replace the hardware of our three in-house old email servers. Skype for Business introduces the idea of tele-presence and video conferencing. OneDrive provides file storage for every user in a secure cloud environment allowing the user to access his or her files from anywhere on the Internet and on any device. All of these benefits described above should improve staff's productivity.

The IT staff has done a lot of research on the topic and found that it is in the best interest of the Village of Wheeling to accept the State of Illinois contract with CDW for Microsoft Office Software Licenses and related services.

The 2016 approved budget includes funding for this purchase and the cost will be \$32,052.00. Please include the attached resolution on the Agenda for the May 16, 2016 Village Board Meeting.

If you have questions or concerns regarding this matter, please let me know.



Luca Ursan

RESOLUTION NO. 16-_____

**A RESOLUTION WAIVING COMPETITIVE BIDDING AND AUTHORIZING
ACCEPTANCE OF THE STATE OF ILLINOIS CONTRACT WITH CDW FOR THE
PURCHASE OF MICROSOFT OFFICE SOFTWARE LICENSES**

WHEREAS, The State of Illinois solicited bids and awarded a contract to CDW for Microsoft Office Software Licenses which meet the Village of Wheeling specifications; and

WHEREAS, The State of Illinois encourages municipalities to participate in their equipment and services contracts to take advantage of favorable bid prices due to the combined purchasing power of all state and local government agencies; and

WHEREAS, The Village of Wheeling deems it to be in its best interest to participate in the State's Contract # CMS6945110 for the purchase of Microsoft Office Software Licenses as awarded to CDW, for the ongoing maintenance of the Village of Wheeling's office automation environment covering the technological requirements for all Village of Wheeling municipal facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that competitive bidding is waived, the State of Illinois Contract #CMS6945110 is accepted, and the Village Manager is hereby authorized to issue a purchase order to the awarded state contract bidder, CDW, for the purchase of Microsoft Office 365 Software Licenses and related technical services, at a cost not to exceed \$32,052.00.

Trustee _____ moved, seconded by Trustee _____

that Resolution No. **16-**_____ be adopted.

Trustee Brady _____ Trustee Krueger _____

Trustee Lang _____ Trustee Papantos _____

Trustee Vito _____ Trustee Vogel _____

President Argiris _____

Adopted this _____ day of _____, 2016, by the President and Board of Trustees of the Village of Wheeling, Illinois.

ATTEST:

Dean S. Argiris
Village President

Elaine E. Simpson
Village Clerk



CDW Government, LLC
Microsoft Enterprise 6.6 Agreement Pricing

**Enterprise Quote
for**

Village of Wheeling

Date 4/15/16
Account Manager

VSL Specialist Dan Field
Channel Price Sheet Month

Unless otherwise noted, All Quotes expire upon current month's end

Annual Payment
Customer to make three annual payments to CDW-G

Microsoft Part #	Description	Level	Quantity	Year 1		Year 2		Year 3		
				Price	Extended	Price	Extended	Price	Extended	
T6A-00024	O365PE1 ShrdSvr ALNG SubsVL MVL PerUsr	D	225	\$ 72.24	\$ 16,254.00	\$ 72.24	\$ 16,254.00	\$ 72.24	\$ 16,254.00	
4DS-00001	EOArchExchOnln ShrdSvr ALNG SubsVL MVL PerUsr	D	225	\$ 24.72	\$ 5,562.00	\$ 24.72	\$ 5,562.00	\$ 24.72	\$ 5,562.00	
AAA-10842	Off365PE3 ShrdSvr ALNG SubsVL MVL PerUsr	D	50	\$ 204.72	\$ 10,236.00	\$ 204.72	\$ 10,236.00	\$ 204.72	\$ 10,236.00	
					Year 1 Total	\$ 32,052.00	Year 2 Total	\$ 32,052.00	Year 3 Total	\$ 32,052.00
					Three Year Total	\$ 96,156.00				

Notes

Terms & Conditions

Terms and Conditions of sales and services projects are governed by the terms at:

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

Master Contract



Contract Number
CMS6945110

Identification

Date Published: 10/29/2015

Contract Number: CMS6945110
Contract Title: Microsoft Large Account Reseller Statewide Master

Category: IT

Scope: Microsoft provides the State of Illinois volume pricing levels on all Microsoft products on Select and/or Enterprise agreement with Microsoft.

MetaData: All Microsoft products on Select and/or Enterprise agreement with Microsoft.

T-Number: TE010
T-Number Title: INFORMATION TECHNOLOGY - OTHER

Start Date: 10/21/2015
Expiration Date: 09/30/2019
Renewals Remaining: 0 - 12 month renewals
Fiscal Year: 16

Joint Purchasing Indicator: Yes
Green Contract: No
Small Business Set-Aside: No
Does this contract include a No BEP Requirement

Close

Agency

**Agency designation restricts who can purchase from this contract. R0 indicates purchasing is open statewide.

Agency: SWC - Statewide Contract
Master Agency:
Master Sub-Agency:

Comments/Overview

Statewide master contract with a Microsoft Large Account Reseller (LAR) for the State when purchasing against a Select and/or Enterprise agreement with Microsoft for their products.

Original Procurement Method: IFB
IPB Solicitation #22036892
IPB Publication Date: 08/24/2015
PBC # 15-94511

- [Microsoft MSEA CMS6926470 Enrollment Document.pdf](#) (700204 Bytes)
- [Microsoft Enterprise Agreement CMS6926470 Terms and Conditions.pdf](#) (584271 Bytes)
- [CMS6945110.pdf](#) (1406287 Bytes)

**STATE OF ILLINOIS
CONTRACT**

Illinois Department of Central Management Services (CMS)
Microsoft Large Account Reseller
CMS6945110

VENDOR

Vendor Name: CDW Government, LLC	Address: 230 N. Milwaukee Avenue, Vernon Hills, IL 60061
Signature: 	Phone: 312.547.2993
Printed Name: Tara K Barbieri	Fax: 312.752.3910
Title: Director, Program Sales	Email: tarabar@cdwg.com
Date: 29 September, 2015	

STATE OF ILLINOIS

Procuring Agency or University: Central Management Services	Phone: 312-814-5655
Street Address: 100 W. Randolph	Fax: 312-814-6886
City, State ZIP: Chicago, IL 60601	
Official Signature: 	Date: 10/21/15
Printed Name: Tom Tyrrell	
Official's Title: Director	
By: I Signature: 	Date: 10/21/15
By: Printed Name: Tracy Rutter	
By: Title: BOSS - COO	

AGENCY/UNIVERSITY USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

Agency or University Reference # 16-94511		Project Title: Microsoft Large Account Reseller	
Contract #	CMS6945110	Procurement Method (IFB, RFP, Small, etc):	IFB
IPB Ref. #	22036892	IPB Publication Date:	Award Code: A
Subcontractor Utilization?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Subcontractor Disclosure?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Funding Source	Obligation #		
Small Business Set-Aside?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Minority Owned Business?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Percentage	
Female-Owned Business?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Percentage	
Persons With Disabilities Owned Business?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Percentage	
Other Preferences?			

-BALANCE OF PAGE LEFT INTENTIONALLY BLANK

1. DESCRIPTION OF SUPPLIES AND SERVICES

1.1. GOAL: The Illinois Department of Central Management Services (CMS) requires the services of a Microsoft certified Large Account Reseller (LAR) to provide products and services available under the Microsoft Select Plus, Enterprise, and Premier Support Agreements. Additionally, the State requires value added services such as reporting, on-line tracking, etc.

1.2. SUPPLIES AND/OR SERVICES REQUIRED: The Illinois Department of Central Management (CMS) is executing a statewide master contract with a single Microsoft certified reseller for the purchase of software products, software assurance, support and premier services available via the State's Microsoft Select Plus, Enterprise, and Premier Support Agreements. This contract is available to all state agencies, boards, commissions and educational institutions to purchase software products, software assurance, support and premier services on an as needed, if needed basis. In addition, all State and other governmental units (including not-for-profit entities) authorized by law to participate in the Joint Purchasing Program may utilize this contract. This authority is governed by the State's Procurement Code and Rules and the Governmental Joint Purchasing Act [30 ILCS 525].

The State of Illinois has entered into a Select Plus Agreement, a Master Services Agreement, a Premier Support Agreement, and an Enterprise Agreement with Microsoft.

Vendor shall act as agent of record during the term of this contract and shall maintain and update the licensing records of each eligible agency that purchases from this contract. Vendor shall be responsible for fulfilling orders placed against the Premier, Select Plus and Enterprise Agreements.

Vendor shall be responsible for the preparation and submission of applicable reports in proper format to Microsoft to ensure the Buyer receives proper credit for all purchases of Microsoft software products against the Microsoft Select Plus and Enterprise Agreements. Vendor shall be responsible for the resolution of any report discrepancies with Microsoft to ensure the Buyer receives appropriate credit for all Microsoft Select Plus and Enterprise software product purchases.

The State shall have no minimum purchase obligation or minimum order requirement under this contract. Orders against this contract will be made by the State using a State approved form (e.g. Basic Ordering Agreement (BOA)) on an as needed, if needed basis. Other governmental units of the State will submit their own purchase forms. Orders written through and including the last day of the resulting contract shall be honored. Each individual order will have its own ship to/bill to information.

All products furnished shall be new, unused, or most recent manufacture and not discontinued. If an item becomes discontinued or otherwise not available during the term, the vendor may propose to substitute an equivalent or better product at no additional cost, subject to approval by the Department of Central Management Services.

The State recognizes that the manufacturer may make changes to service offerings at any time during the contract term (including optional renewals). Vendor is responsible for notifying buyer of such changes. Discount levels/pricing structure shall remain consistent. Vendor shall pass on any price decreases that take effect during the term of the contract, including optional renewals, to the customer.

1.2.1 The Vendor, at no cost, must have in place a purchase tracking system, which will include an accurate inventory record of all purchases under this Contract, and must also have the capability of

keeping track of maintenance renewal and other significant due dates. At a minimum, this system must be able to provide this information by each State of Illinois agency, board, commission, county and municipality. Vendor shall work with the State of Illinois, Microsoft, subsequent software vendors and hardware computer vendors to ensure the most comprehensive record of licenses is created, maintained, and the information transferrable. Details on how licenses are to be tracked and managed under the contract will be determined by the State of Illinois. The foregoing information shall be made available upon request and at no cost.

1.2.2 Vendor shall, within 60 days of the execution of the contract, make available an Internet website dedicated to the State of Illinois for this contract. Vendor shall post current State of Illinois Contract pricing to the website and shall ensure posted pricing is current for the duration of the contract. Throughout the contract period, Vendor shall be responsible for updating website pricing and product content within two weeks of receipt of updated product pricing information from Microsoft.

1.2.3 Vendor shall be responsible for providing training, at purchasing entity's request and at no cost to the purchasing entity, on the use of the Microsoft Volume Licensing System website, as well as the overall structure of the State's Select Plus, Premier and Enterprise Agreements.

1.2.4 Vendor must be authorized by Microsoft to resell and deliver Microsoft brand software products, software assurance, support and premier services throughout the term of this Contract.

1.3 MILESTONES AND DELIVERABLES: N/A

1.4 VENDOR / STAFF SPECIFICATIONS: Vendor shall be authorized by Microsoft to resell Microsoft brand software products, software assurance, support and premier services and must have the ability to resell and deliver products and services to the customer on behalf of the manufacturer.

1.5 TRANSPORTATION AND DELIVERY: Transportation and delivery shall be as stated on each individual order. The State prefers electronic delivery of licenses. Vendor shall not charge for shipping/handling.

1.6. SUBCONTRACTING

Subcontractors are allowed.

1.6.1. Will subcontractors be utilized? Yes No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors must include Standard Certifications completed and signed by the subcontractor.

1.6.2. Please identify below subcontracts with an annual value of \$50,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: N/A

Amount to Be Paid: N/A

Address: N/A

Description of Work: N/A

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

1.6.3. For the subcontractors identified above, the Vendor must provide each subcontractor's Financial Disclosures and Conflicts of Interest to the State.

1.6.4. If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Vendor is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Vendor must also provide to the State a completed Forms B for the subcontractor.

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

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

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

- Location where services will be performed: United States

Value of services performed at this location: The values of services to be performed on location will be determined on a project-by-project basis and accompanied with a Statement of Work (SOW) detailing the location and effort of services.

- Location where services will be performed: United States

Value of services performed at this location: The values of services to be performed on location will be determined on a project-by-project basis and accompanied with a Statement of Work (SOW) detailing the location and effort of services.

2. PRICING

2.1 FORMAT OF PRICING:

2.1.1 Vendor's pricing in the format shown below, is based on the terms and conditions set forth in section 1 of this Contract.

Percentage discount to be applied to the Microsoft published ERP pricing level D for purchases placed against both the Select Plus and Enterprise Agreements.

Software/Software Assurance Purchases		
Description	Discount	
Select Plus Agreement	21.19%	
Enterprise Agreement	17.58%	

Percentage mark up to be applied to purchases of premier Support Services.

Premier Support		
Description		Mark Up
Premier Support		3.5%

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

2.3 EXPENSES ALLOWED: Expenses are not allowed.

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

2.5 VENDOR'S PRICING: Attach additional pages if necessary or if the format of pricing specified above in Section 2.1 requires additional pages.

2.5.1. Vendor's Price for the Initial Term: Pricing/Discount Percentage/Mark Up Percentage as shown in Tables in Section 2.1.1.

2.5.2. Renewal Compensation: If the contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.

2.5.2.1. Agency/University Formula for Determining Renewal Compensation: N/A.

2.5.2.2. Vendor's Price for Renewal(s): N/A

2.6 MAXIMUM AMOUNT: The total payments under this contract shall not exceed \$N/A without a formal amendment. The maximum amount will be entered by the State prior to execution of the contract.

3. TERM AND TERMINATION

3.1 TERM OF THIS CONTRACT: The initial term of this contract shall begin upon execution by the State or October 1, 2015 (whichever is later), and expire on September 30, 2019.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years.

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

3.2 RENEWAL: None

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

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

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

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

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

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

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>) to ensure understanding of prevailing wage requirements.
- 4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.
- 4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
- 4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency's/University's Illinois tax exemption number and Federal tax exemption information.
- 4.1.6.2 Vendor shall invoice upon delivery of each order.

Send invoices to:

Agency/University:	Per Order
Attn:	Per Order
Address:	Per Order
City, State Zip	Per Order

- 4.2 ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.
- 4.3 SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.
- 4.4 AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.
- 4.5 TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.

- 4.6 **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration.
- 4.8 **CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
- 4.9 **USE AND OWNERSHIP:** No work for hire is contemplated as of the date this contract is executed. Provided, however, to the extent work for hire is contemplated during the term of this contract, an agreement with regard to work for hire will be negotiated and set forth in the SOW giving rise to such work for hire.
- 4.10 **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any negligent act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) the services or goods provided under the contract infringing, misappropriating, or otherwise violating any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. Neither Party shall be liable for incidental, special, consequential, or punitive damages. Further, except for Vendor's indemnification obligations and any damage to person (including death) or property, Vendor's liability for any other damages shall not exceed \$1 million.
- 4.11 **INSURANCE:** Vendor shall, at all times during the term and any renewals maintain and provide a Certificate of Insurance. The State shall be included as additionally insured under general liability insurance and evidenced on the Certificate. Insurance may not be modified or canceled until Vendor provides at least 30 days' notice to the State. Vendor shall provide (a) General Commercial Liability occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-

owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

- 4.12 INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.
- 4.13 SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- 4.14 COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- 4.15 BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.
- 4.16 APPLICABLE LAW:**
- 4.16.1 PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.
- 4.16.2 EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADM. CODE 750.
- 4.16.3 COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.
- 4.16.4 OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).
- 4.17 ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.
- 4.18 CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.

- 4.19 NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.
- 4.20 MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 4.21 PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.
- 4.22 FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.
- 4.23 SCHEDULE OF WORK:** Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- 4.24 WARRANTIES FOR SUPPLIES AND SERVICES:**
- 4.24.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.
- 4.24.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.
- 4.24.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor

performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

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

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

4.27 SUPPLEMENTAL TERMS: Notwithstanding any provision to the contrary in the Vendor's supplemental terms and conditions, or in any licensing agreement attached hereto:

4.27.1 The procuring Agency and the State do not waive sovereign immunity;

4.27.2 The procuring Agency and the State do not consent to be governed by the laws of any state other than Illinois;

4.27.3 The procuring Agency and the State do not consent to be represented in any legal proceeding by any person or entity other than the Illinois Attorney General or his or her designee;

4.27.4 The procuring Agency and the State shall not be bound by the terms and conditions contained in any click-wrap agreement, click-wrap license, click-through agreement, click-through license, end user license agreement or any other agreement or license contained or referenced in the software or any quote provided by Vendor, except as attached to this Contract.

4.27.5 The procuring Agency and the State shall not indemnify Vendor or its subcontractors (including any equipment manufacturers or software companies);

4.27.6 Vendor shall indemnify the procuring Agency and State pursuant to the terms and conditions of Section 4.10 of the Contract; and

4.27.7 Vendor's liability shall be governed by the terms and conditions contained in Section 4.10 of the Contract.

5. STATE SUPPLEMENTAL PROVISIONS

- Agency/University Definitions

[Click here to enter text.](#)

- Required Federal Clauses, Certifications and Assurances

Vendor certifies that during the last five (5) years no order, judgment or decree of any Federal authority has been issued barring, suspending, or otherwise limiting its right to contract with any governmental entity, including school districts, or to engage in any business practice or activity. Vendor further certifies that it will include this certification within every subcontract related to performance of this contract.

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

[Click here to enter text.](#)

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

[Click here to enter text.](#)

- Agency/University Specific Terms and Conditions

[Click here to enter text.](#)

- Other (describe)

6. STATE OF ILLINOIS STANDARD CERTIFICATIONS

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Certification form provided by the State.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

6.1 As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

6.2 Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.

6.3 Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.

6.4 Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.

6.5 Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1-15.80, 20-43.

- 6.6 To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
- 6.7 Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
- 6.8 If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
- 6.9 If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.
- 6.10 Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), *amended* by Pub. Act No. 97-0895 (August 3, 2012).
- 6.11 Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
- 6.12 Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
- 6.13 Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
- 6.14 Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.

- 6.15 Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
- 6.16 Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
- 6.17 Vendor certifies that if it has hired a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State. 30 ILCS 500\50-38.
- 6.18 Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
- 6.19 Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
- 6.20 Drug Free Workplace
- 6.20.1 If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
- 6.20.2 If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
- 6.21 Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
- 6.22 Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
- 6.23 Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
- 6.24 Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.
- 6.25 Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
- 6.26 Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.

- 6.27 Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
- 6.28 Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- 6.29 Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa) 30 ILCS 587.
- 6.30 Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

Vendor is not required to register as a business entity with the State Board of Elections.

or

Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

- 6.31 Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.
- 6.32 A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting a bid or offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or offer will be disqualified.

Vendor must make one of the following four certifications by checking the appropriate box. If C or D is checked, then Vendor must attach to this form the requested documentation.

- A. Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.
- B. Vendor certifies that it is a legal entity, and was authorized to do business in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.
- C. Vendor certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A vendor claiming exemption under the Act must include a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as

being non-responsive or not responsible and may disqualify the Vendor.

- D. Vendor certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A vendor claiming exemption under a specific law must provide a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

6.33 Vendor certifies that, for the duration of this contract it will:

- post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or
- will provide an online link to these employment vacancies so that this link is accessible through the IllinoisJobLink.com website or its successor system; or is exempt from 20 ILCS 1005/1005-47 because the contract is for construction-related services as that term is defined in section 1-15.20 of the Procurement Code; or the contract is for construction and vendor is a party to a contract with a bona
- fide labor organization and performs construction. (20 ILCS 1005/1005-47).

Vendor Registration: View Form



Business Name: **CDW GOVERNMENT LLC**

Main General Info Public Profile Users Commodity Codes Contacts & Owners

Comments Reviews Certifications Site Visits Registrations

[Return to Main Form](#)

Vendor Registration

Form Name	I. Financial Disclosure & Conflicts of Interest
Description	Complete the Financial Disclosure & Conflicts of Interest form
Date Submitted	9/14/2015
Status	Accepted
Business Name	CDW GOVERNMENT LLC
Point of Contact	<u>YOLANDA BLOMQUIST</u>
Flag Form	<u>Add Flag</u>

I. Financial Disclosures & Conflicts of Interest

A. Identify the applicable entity type.

Other Privately Held Entity (i.e. LLC, partnership, privately held corporation with 100 or fewer shareholders, or other entity type not clearly identified in another option)

B. Is there a parent entity that owns 100% of the business?

Yes

Document	Status
Parent Form 10K (PDF, 1.17 MB) Parent Form (PDF, 787.19 KB)	Attached by YOLANDA BLOMQUIST on 9/14/2015

C. Instrument of Ownership or Beneficial Interest

Limited Liability Company Membership Agreement (Series LLC, Low-Profit Limited Liability Partnership)

1. Is there any individual or entity who meets ANY of the following thresholds: (a) Owns more than 5% of the business, (b) Holds ownership share of the business valued in excess of \$106,447.20, (c) Is entitled to more than 5% of the business' distributive income, or (d) Is entitled to more than \$106,447.20 of the business' distributive income?

Yes, the information is not publicly available (If any Individuals are listed, answer Yes or No to questions 5-8 and 11-20.)

Document	Status
List of individuals or entities meeting one or more of the listed thresholds. IPG Percentage of Ownership and Distributive Income Form (DOCX, 146.59 KB)	Attached by YOLANDA BLOMQUIST on 9/14/2015

2. Please certify that the following statement is true: all individuals or entities that hold an ownership interest in the business of greater than 5% or valued greater than \$106,447.20 have been disclosed in Question 1.

Yes

3. Please certify that the following statement is true: all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the business have been disclosed in Question 1.

Yes

4. Disclosure of Board of Directors for Not-for-Profit entities.

Not applicable - For-Profit Entity

5. For the individuals disclosed above in question 1 and for sole proprietors, are any of them a person who holds an elective office in the State of Illinois or holds a seat in the General Assembly, or are they the spouse or minor child of such person?

No

6. For the individuals disclosed above in question 1 and for sole proprietors, are any of them appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor, or are any of them the spouse or minor child of such person?

No

7. For the individuals disclosed above in question 1 and for sole proprietors, are any of them an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or are any of them the spouse or minor child of such person?

No

8. For the individuals disclosed above in question 1 and for sole proprietors, are any of them appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor, or are they the spouse or an immediate family member who currently resides or resided with such person within the last 12 months?

No

9. If any question in 5-8 above is answered yes, please answer the following: Do any of the individuals identified, their spouse, or minor child receive from the entity more than 7.5% of the entity's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)?

No

10. If any question in 5-8 above is answered yes, please answer the following: Is there a combined interest of any individual identified along with their spouse or minor child of more than 15% in the aggregate of the entity's distributable income or an amount of distributable income in excess of two times the salary of the Governor (\$354,824.00)?

No

11. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have, or in the previous 3 years had State employment, including contractual employment of services? This does not include contracts to provide goods or services to the State as a vendor.

No

12. For the individuals disclosed above in question 1 and for sole proprietors, have their spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? This does not include contracts to provide goods or services to the State as a vendor.

No

13. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently hold or have held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois?

No

14. For the individuals disclosed above in question 1 and for sole proprietors, do any of them have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years?

No

15. For the individuals disclosed above in question 1 and for sole proprietors, do any of them hold or have held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that?

No

16. For the individuals disclosed above in question 1 and for sole proprietors, do any of them have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years?

No

17. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government?

No

18. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist?

No

19. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?

No

20. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?

No

21. Has there been any debarment from contracting with any governmental entity within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

No

22. Has there been any professional licensure discipline within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

No

23. Has there been any bankruptcy within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

No

24. Have there been any adverse civil judgments and/or administrative findings within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

No

25. Have there been any criminal felony convictions within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

No



STATE OF ILLINOIS

CONTRACT APPROVAL SHEET

Request ID: 15-00000092647
 Agency: CMS-Central Management Services
 Requester: Sharon L Bausch
 Proc. Approach: Terms and Conditions
 Master Contract:
 Project Title: Microsoft Enterprise Agreement (EA)

Relevant Category: IT
 Contract Type: Master Contract
 Initial Term: 07/01/2015 thru 06/30/2018
 Initial Est. Value: \$0.00
 Total Award Value: \$0.00

<u>Funding Source</u>	<u>Fiscal Year</u>	<u>Value</u>
9999 - MASTER CONTRACT	2016	\$0.00
9999 - MASTER CONTRACT	2017	\$0.00
9999 - MASTER CONTRACT	2018	\$0.00

<u>Vendor</u>	<u>Vendor Award</u>	<u>Contract Number</u>	<u>Contract Value</u>
Microsoft Corporation	Yes	CMS6926470	\$0.00

Objective:

The proposed Microsoft Enterprise Agreement (EA) will assist the State in establishing a consistent desktop/laptop baseline by locking in the prices for three years. These prices are used by the Large Area Reseller agreement to provide our discounted pricing. The EA covers only a select group of products: Windows Pro, Office Pro, and the Core CALs (Client Access Licenses). In addition to the EA, a corresponding Microsoft Select Plus Agreement has been established to cover the remaining Microsoft products and provide an alternate purchase vehicle for the agencies via contract C1C4809700.

Microsoft requires a minimum of three years for an EA. An enterprise agreement is a pricing plan that can only be procured through Microsoft. Microsoft products must be purchased through a reseller, but the pricing agreements may only be procured through Microsoft.

Microsoft provides volume pricing levels on all product pricing to the State if we establish Select Plus and/or Enterprise agreements with Microsoft, which we have done. The agreements provide a deep discount determined by the cumulative volume of procurements by all State and local government entities in Illinois. In order to receive the level discount negotiated with MS, a Large Account Reseller (LAR) must manage the account under a master agreement/contract in an indirect channel model so that all orders are combined under one contract umbrella. Microsoft cannot sell the software and support directly to government entities.

The advantages the Microsoft EA has over the Select Plus include:

- Significantly lower per seat cost
- Ability to obtain all new versions and updates at a lower cost
- Ability to spread initial license cost over multiple years
- Important component of overall desktop strategy for the State.

GOMB #4:

The Microsoft Enterprise Agreement (EA) allows State, county, and local government agencies to procure the base desktop/laptop operating platform as a purchase against a Master Contract. With a Master Contract, agencies are not required to bid these procurements. This reduces the time and administrative costs associated with the procurement of products available under the contract.

* Electronic approval (i.e. PBC/e-mail) may be used in lieu of signature.
 ** Signature Required if > or = to \$250K.

Program Signature Form

MBA/MBSA number		000-dbeale-S-304
Agreement number	01E73861	

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

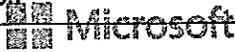
This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	
Enterprise Enrollment	CTM - ILuEA001 (new)
<Choose Enrollment/Registration>	
Product Selection Form	0353864.004 (new)
Enrollment Amendment	CSD (new)
Enrollment Amendment	CTM-b (new)
Discount Transparency Disclosure Form	0353864.004 (new)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	State of Illinois - Central Management Services
Signature*	
Printed First and Last Name*	Tom Tyrrell by James Ellenberg
Printed Title	BCLC PM for Director
Signature Date*	6/30/2015
Tax ID	

* indicates required field

Microsoft Affiliate	
Microsoft Corporation	
Signature _____	 Microsoft Corporation <i>Tara Hartsoch</i> JUL 01 2015 Tara Hartsoch Duly Authorized on behalf of Microsoft Corporation
Printed First and Last Name _____	
Printed Title _____	
Signature Date _____ (date Microsoft Affiliate countersigns)	
Agreement Effective Date <u>7-1-2015</u> (may be different than Microsoft's signature date)	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* _____
Signature* _____
Printed First and Last Name* _____
Printed Title _____
Signature Date* _____

* indicates required field

Outsourcer
Name of Entity (must be legal entity name)* _____
Signature* _____
Printed First and Last Name* _____
Printed Title _____
Signature Date* _____

* indicates required field

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6100 Neil Road, Suite 210
 Reno, Nevada 89511-1137
 USA

Enterprise Enrollment

Custom State and Local

Enterprise Enrollment number
(Microsoft to complete)

5220449

Proposal ID/Framework ID

ILuEA001

Previous Enrollment number
(Reseller to complete)

2872677

Earliest expiring previous
Enrollment end date

06/30/2015

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) any supplemental contact information form or Previous Agreement/Enrollment form that may be required, (5) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. If the Enrollment is renewed, the renewal term will expire 36 full calendar months after the effective date of the renewal term. Any reference in this Enrollment to "day" will be a calendar day.

Product order. The Reseller will provide Enrolled Affiliate with Enrolled Affiliate's Product pricing and order. Prices and billing terms for all Products ordered will be determined by agreement between Enrolled Affiliate and the Reseller. The Reseller will provide Microsoft with the order separately from this Enrollment.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product List and chosen by Enrolled Affiliate under this Enrollment.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product List and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product List and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"L&SA" means a License with Software Assurance for any Product ordered.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Professional locally (in a physical or virtual operating system environment), OR (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, OR (2) an Industry Device, OR (3) not managed (as defined in the Product List at the start of the applicable initial or renewal term of the Enrollment) as part of Enrolled Affiliate's Enterprise. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product List.

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product List, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"Transition" means the conversion of one or more License to or from another License(s). Products eligible for Transition and permitted Transitions are identified in the Product List.

"Transition Period" means the time between the Transition and the next Enrollment anniversary date for which the Transition is reported.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Use Rights. The Use Rights for Online Services are published in the Online Services Terms.

2. Order requirements.

- a. **Minimum Order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.

- (i) **Enterprise Commitment.** If ordering any Enterprise Products, Enrolled Affiliate's order must include coverage for all Qualified Users or Qualified Devices, depending on the

License Type, of one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services.

- (ii) **Enterprise Online Services.** If ordering Enterprise Online Services *only*, then Enrolled Affiliate must maintain at least 250 Subscription Licenses.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products and Services *with no requirement as to a minimum number of licenses, products, or services ordered*.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.
 - (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product List or (2) included as part of other Licenses.
- f. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
 - (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
 - (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
 - (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product List, Enrolled Affiliate may reserve the additional Licenses prior to use. Microsoft will provide a report of Reserved Licenses in excess of existing orders to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were reserved.
 - (iv) **Transitions.** Enrolled Affiliate must report all Transitions. Transitions may result in an increase in certain Licenses to be included on the true-up order and a reduction of other Licenses for prior orders. Reductions in Licenses will be effective at end of the Transition Period. For Licenses paid up front, Microsoft will issue a credit for the remaining months of Software Assurance or Subscription Licenses that were reduced as part of the Transition.

(v) Subscription License reductions. Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product List, as follows:

- a) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
- b) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
- c) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(vi) Update statement. An update statement must be submitted instead of a true-up order if, as of the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vii) True-up order period. The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(viii) Late true-up order. If the true-up order or update statement is not received when due:

- 1) Microsoft will invoice Reseller for all Reserved Licenses not previously ordered.
- 2) Transitions and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

g. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

- (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
- (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- (iii) If Enrolled Affiliate has previously ordered an Online Service as an Additional Product and wants to step-up to an Enterprise Online Service eligible for a Transition, the step-up may be reported as a Transition.
- (iv) If Enrolled Affiliate Transitions a License, it may be able to further step-up the Transitioned License. If Enrolled Affiliate chooses to step-up and the step-up License is separately

eligible to be Transitioned, such step-up Licenses may result in a License reduction at the Enrollment anniversary date following the step-up.

- h. Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- i. Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

- a. Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices for Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and on each Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses. *Payment terms shall be identified in the agreement between Enrolled Affiliate and Reseller.*

5. Transitions.

a. Transition requirements.

- (i)** Licenses with active Software Assurance or Subscription Licenses may be Transitioned at any time if permitted in the Product List. Enrolled Affiliate may not, however, reduce the quantity of Licenses or associated Software Assurance prior to the end of the Transition Period.
- (ii)** Enrolled Affiliate must order the Licenses to which it is transitioning for the year(s) following the Transition Period.
- (iii)** If a Transition is made back to a License that had active Software Assurance as of the date of Transition, then Software Assurance must be re-ordered for all such Licenses on a prospective basis following the Transition Period. Software Assurance coverage may not exceed the quantity of perpetual Licenses for which Software Assurance was current at the time of any prior Transition. Software Assurance may not be applied to Licenses transferred by Enrolled Affiliate.
- (iv)** If a device-based License is Transitioned to a user-based License, all users of the device must be licensed as part of the Transition.
- (v)** If a user-based License is Transitioned to a device-based License, all devices accessed by the user must be licensed as part of the Transition.

b. Effect of Transition on Licenses.

- (i) Transition will not affect Enrolled Affiliate's rights in perpetual Licenses paid in full.
- (ii) New version rights will be granted for perpetual Licenses covered by Software Assurance up to the end of the Transition Period.
- (iii) For L&SA not paid in full at the end of the Transition Period, Enrolled Affiliate will have perpetual Licenses for a proportional amount equal to the amounts paid for the Transitioned Product as of the end of the Transition Period.
- (iv) For L&SA not paid in full or granted a perpetual License in accordance with the above or Subscription Licenses, all rights to Transitioned Licenses cease at the end of the Transition Period.

6. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must, *subject to the limitations and requirements of the Illinois Procurement Code (30 ILCS 500) and the State Prompt Payment Act (30 ILCS 540)*, order Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal Option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing the Enrollment for one additional 36 full calendar month term or signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. The renewal term will start on the day following the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring L&SA.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product List, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate does want an Extended Term, Reseller must submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** If Enrolled Affiliate has opted for the Extended Term and later determines not to continue with the Extended Term, Reseller must submit a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received the notice.
 - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written *acknowledgement* to verify compliance.
 - (iv) **Customer Data.** Upon expiration or termination of a License for Online Services, Microsoft will keep Customer's Data in a limited function account for 90 days so that Customer may extract it. After 90 days Microsoft will disable Enrolled Affiliate's account and will delete

its Customer Data. Enrolled Affiliate agrees that, other than as described above, Microsoft has no obligation to continue to hold, export or return Enrolled Affiliate's Customer Data and that Microsoft has no liability whatsoever for deletion of Enrolled Affiliate's Customer Data pursuant to these terms.

- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the *Enterprise Agreement*.
- e. **Early termination.** Any Early termination of this Enrollment will be subject to the "Early Termination" Section of the *Enterprise Agreement*.

For Subscription Licenses, in the event of a breach by Microsoft, Microsoft will issue Reseller a credit for any amount paid in advance that would apply after the date of termination.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

Enrolled Affiliate only

Enrolled Affiliate and all Affiliates

Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Include future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* State of Illinois - Central Management Services

Contact name* First Jenny Last Stine

Contact email address* jenny.stine@illinois.gov

Street address* 120 W Jefferson

City* SPRINGFIELD

State/Province* IL
Postal code* 62702-5170
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* USA
Phone* (217) 557-2200
Tax ID
** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized for applicable Online Services to add or reassign Licenses, step-up, and initiate Transitions prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Last
Contact email address*
Street address*
City*
State/Province*
Postal code* -
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country*
Phone*

Language preference. Choose the language for notices. English
 This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses, step-up, and initiate Transitions prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Last
Contact email address*
Phone*

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* CDW Logistics, Inc
Street address (PO boxes will not be accepted)* 200 N Milwaukee Ave
City* Vernon Hills
State/Province* IL
Postal code* 60061
Country* USA
Contact name* Dan Field
Phone* 312-705-5062
Contact email address* dan.field@s3.cdw.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* <u>Alice Straetz</u> <small>Alice Straetz / Jun 30, 2015</small>
Printed name* Alice Straetz
Printed title* Contract Specialist
Date* 6/30/15

* indicates required fields

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. **Financing elections.**

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Proposal ID

0353864.004

Enrollment Number

5220449

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:					
Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	48,179	48,179	1.0	Yes	User Licenses

Products	Enterprise Quantity
Office 365 Plans	
Office 365 (Plan E3)	31,957
Client Access License (CAL)	
Core CAL, including Bridge CAL's (if applicable)	
Core CAL	16,222
Core CAL Bridge for Office 365	23,694
Enterprise CAL, including Bridge CAL's (if applicable)	
ECAL Bridge for Office 365	8,263
Windows Desktop	
Windows SA Plus USL	48,179
Other Enterprise Products and Enterprise Online Services	
Microsoft Desktop Optimization Pack (MDOP)	48,179

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office Professional Plus for Office 365 + Office Standard + Office 365 (Plans E3 or E4) + Enterprise Cloud Suite USL	Client Access License + Office 365 (Plans E1, E3, E4) + Enterprise Cloud Suite USL	Client Access License + Windows Intune + EMS USL + Enterprise Cloud Suite USL	Win Desktop Upgrade + Win VDA + Win SA Per User USL + Win VDA Per User USL + Enterprise Cloud USL
Quantity	31957	48179	16222	48179

Enrolled Affiliate's Price Level:	
Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D

Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

NOTES	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:	
Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
<p>Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.</p>	
<p>Note 2: Unless otherwise indicated in associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.</p>	
<p>Note 3: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.</p>	
<p>Note 4: Bridge CAL, Office 365 Plan E3 Add Ons, EMS Add Ons, Windows Ent SA Per User Add Ons, and Enterprise Cloud Suite Add On quantities are not included for Price Leveling, as License quantities are determined by the corresponding Enterprise Online Service(s).</p>	
<p>Note 5: MDOP requires purchase of Windows SA, Windows VDA, SA Plus Full USL, or VDA Plus Full USL.</p>	

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO(S): #11.C

(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: May 16, 2016

TITLE OF ITEM SUBMITTED: Resolution for Improvement by Municipality under the Illinois Highway Code for Section 16-00084-00-RS.

SUBMITTED BY: Mark Janeck, Director of Public Works

BASIC DESCRIPTION OF ITEM¹: This Resolution requests approval from the Illinois Department of Transportation (IDOT) to appropriate \$800,000 of the Village's Motor Fuel Tax (MFT) account to fund the 2016 MFT Street Improvement Program. Approval of this Resolution does not authorize the expenditure of MFT funds.

BUDGET²: Included in 2016 budget

BIDDING³: N/A

EXHIBIT(S) ATTACHED: Staff Memo, Resolution

RECOMMENDATION: Approval

SUBMITTED FOR BOARD CONSIDERATION: VILLAGE MANAGER

¹ The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.

² If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).

³ If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered



MEMORANDUM

TO: Jon A. Sfondilis, Village Manager
FROM: Mark Janeck, Director of Public Works
DATE: May 12, 2016
**SUBJECT: Motor Fuel Tax (MFT) Appropriation for Section 16-00084-00-RS
2016 MFT Street Improvement Program
(Project No. 16.11.01)**

EXECUTIVE SUMMARY

Staff is requesting Village Board approval of an Illinois Department of Transportation (IDOT) Resolution to appropriate \$800,000 of MFT Funds from the Village's 2016 Budget for street improvements in Eastchester Subdivision and on Mercantile Court, Harvester Court, Denniston Court, Exchange Court, Seton Court, and Jackson Drive.

The approval of this IDOT BLR 09111 form "Resolution for Improvement by Municipality under the Illinois Highway Code" does not authorize the Village to use these MFT funds at this time, but only appropriates \$800,000 of MFT Funds from the Village's budget for this coming year's street improvement project. After the Village awards the contract for this project and IDOT approves the contract, the Village is then authorized to use these MFT funds to pay for the 2016 MFT Street Improvement Program project.

The current 2016 MFT Street Improvement Program is slated for improvements in Eastchester Subdivision and on Mercantile Court, Harvester Court, Denniston Court, Exchange Court, Seton Court, and Jackson Drive. The project includes curb & gutter spot repairs, hot-mix asphalt pavement and possible base course repairs, sidewalk repairs, replacement and adjustments of drainage structures, parkway restoration, and other miscellaneous items of work necessary to complete these improvements. This project also includes an agreement with Haeger Engineering LLC of Schaumburg, IL for design services and construction supervision and a professional consultant to provide testing services on the concrete and asphalt materials used to complete the proposed improvements.

With your concurrence, please include this item on the May 16, 2016 Board meeting agenda.



**Illinois Department
of Transportation**

**Resolution for Improvement by
Municipality Under the Illinois
Highway Code**

BE IT RESOLVED, by the _____ President and Board of Trustees _____ of the
 _____ Council or President and Board of Trustees _____
 _____ Village _____ of _____ Wheeling _____ Illinois

 City, Town or Village

that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
(See attached sheet)			

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of removal and replacement of curb & gutter, hot-mix asphalt
resurfacing, reconstruction, and overlaying, sidewalk repairs, adjustment of drainage structures,
parkway restoration, and miscellaneous items of work necessary to complete these improvements.

_____ and shall be constructed 27 feet wide
 and be designated as Section 16-00084-00-RS

2. That there is hereby appropriated the (additional Yes No) sum of Eight Hundred Thousand
 _____ Dollars (\$800,000.00) for the
 improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by _____ Contract _____ ; and,

 Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the
 district office of the Department of Transportation.

Approved _____

 Date _____

 Department of Transportation

 Regional Engineer

I, Elaine E. Simpson Clerk in and for the
Wheeling of Wheeling

 City, Town or Village
 County of Cook _____, hereby certify the
 foregoing to be a true, perfect and complete copy of a resolution adopted
 by the President and Board of Trustees

 Council or President and Board of Trustees
 at a meeting on _____

 Date
 IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this
 _____ day of _____

 (SEAL)

 City, Town, or Village Clerk

2016 Village of Wheeling MFT Street Improvement Program - Street List

STREET NAME	APPROX. LENGTH (LF)
Kristy Lane	726
Gregor Lane	626
Hastings Rd & Hastings Ct	789
Eastchester Road	1,036
Garth Road	1,190
Seton Court	1,108
Exchange Court	641
Harvester Court	519
Denniston Court	362
Mercantile Court	885
Jackson Drive	2,571

APPROX. TOTAL LENGTH =

10,453
(+/- 2.0 MILES)

VILLAGE OF WHEELING LEGISLATIVE COVER MEMORANDUM

AGENDA ITEM NO(S): #13.A

(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: May 16, 2016

TITLE OF ITEM SUBMITTED: **PRESENTATION RE:** GIS Construction Projects
Storymap

SUBMITTED BY: Luca Ursan, IT Director

BASIC DESCRIPTION OF ITEM¹: Village staff has been working with the GIS Consortium to create online storymaps which will be available to residents looking to find interactive information specific to Wheeling such as construction projects, capital improvement projects, and restaurant locations. These storymaps will be available in conjunction with the redesigned Village website.

BUDGET²: N/A

BIDDING³: N/A

EXHIBIT(S) ATTACHED: N/A

RECOMMENDATION: Informational only

SUBMITTED FOR BOARD CONSIDERATION: **VILLAGE MANAGER**

¹ The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.

² If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).

³ If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO(S): #13.B-1&2
(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: Monday, May 16, 2016

TITLES OF ITEMS SUBMITTED:

1. An Ordinance Granting a Partial Rezoning from I-1 Light Industrial and Office District to I-2 Limited Industrial District for 230 W. Palatine Road [Docket No. 2016-8A]
2. An Ordinance Granting Special Use-Site Plan Approval for Hazardous Materials Storage, 230 W. Palatine Road [Docket No. 2016-8B]

SUBMITTED BY: Andrew C. Jennings
Director of Community Development

BASIC DESCRIPTION OF ITEM¹: The petitioner is seeking multiple zoning actions to allow for Medium Manufacturing and Hazardous Material Storage. The proposal includes a rezoning of the eastern half of the property from I-1 Light Industrial and Office to I-2 Limited Industrial and a special use for hazardous materials storage. The Plan Commission has recommended approval of both actions.

BUDGET²: N/A

BIDDING³: N/A

EXHIBIT(S) ATTACHED: Ordinances
Staff Report
Fire Dept. comments, dated 4.20.2016
Findings of Fact and Recommendation (draft)
Photos of existing conditions (staff)
Rezoning Exhibit (staff), 4.28.2016
Operation Details (2 sheets)
Air emissions statement
ALTA survey (2 sheets)
Plans (7 total sheets)

RECOMMENDATION: None

SUBMITTED FOR BOARD CONSIDERATION: VILLAGE MANAGER

¹ The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.

² If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).

³ If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered

ORDINANCE NO. _____

AN ORDINANCE GRANTING A PARTIAL REZONING FROM I-1 LIGHT INDUSTRIAL AND OFFICE DISTRICT TO I-2 LIMITED DISTRICT FOR 230 W. PALATINE ROAD

WHEREAS, the Plan Commission of the Village of Wheeling has held a public hearing, duly noticed, on April 28, 2016, to consider a rezoning petition of Dynamax, contract purchaser, for the property known as 230 W. Palatine Road legally described herein, to rezone a portion of the property zoned I-1, Light Industrial and Office District, to I-2, Limited Industrial District; and

WHEREAS, the Special Use petition of Space Self Storage, under Docket No. 2016-8B, is contingent on approval of the rezoning described in this Ordinance; and

WHEREAS, the Plan Commission of the Village of Wheeling has reported its Findings of Fact and Recommendation to the President and Board of Trustees, recommending that the petitioner's request be granted with a vote of 5 ayes, 0 nays, and 2 absent; and

WHEREAS, the President and Board of Trustees deem it to be in the best interest of the Village to grant the requested rezoning;

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS:

Section A

This Board of Trustees, after considering the Findings of Fact and Recommendation of the Plan Commission and other matters properly before it, hereby finds:

- That the requested rezoning will comply with the intent and purpose of Title 19, Zoning;
- That the requested rezoning will comply with the comprehensive plan, official map, and all other plans and policies adopted by the Village;
- That there are physical or economic conditions pertaining to the subject area which have changed and which make the existing zoning inappropriate and the proposed rezoning appropriate;
- That the proposed rezoning is desirable and needed in the Village;
- That the proposed rezoning is compatible with and would not unduly depreciate the use and value of surrounding properties;
- And that the proposed rezoning will contribute to a rational pattern of land uses which is beneficial to the Village.

Section B

The Zoning Ordinance and the Official Map are hereby amended to revise the zoning classification of the eastern portion of the property known as 230 W. Palatine Road, hereinafter

legally described, from I-1 Light Industrial and Office District to I-2 Limited Industrial District in accordance with the Staff exhibit "230 W. Palatine Road Existing and Proposed Zoning" dated April 28, 2016, for the property legally described below:

PARCEL ONE:

LOT ONE "A" AND LOT ONE "B" IN CLINTON RESUBDIVISION OF LOT 1 OF CLINTON SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY ON SEPTEMBER 19, 1977 AS DOCUMENT NUMBER LR2967919, IN COOK COUNTY, ILLINOIS.

PARCEL TWO:

LOTS 13, 14, 15 AND 16 IN FIRST ADDITION TO PALATINE EXPRESSWAY INDUSTRIAL PARK BEING A SUBDIVISION IN THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY ON FEBRUARY 27, 1970 AD DOCUMENT NUMBER LR-2493375.

EXCEPT FROM LOT 16, AFORESAID, THAT PART TAKEN BY DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS, IN CASE NO. 03 L 050027 (FINAL JUDGEMENT ORDER RECORDED AUGUST 10, 2004 AS DOCUMENT NO. 0422310075), AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 16; THENCE ON AN ASSUMED BEARING NORTH 0 DEGREES 00 MINUTES 52 SECONDS WEST ON THE WEST LINE OF SAID LOT 16, 42.00 FEET; THENCE SOUTH 51 DEGREES 41 MINUTES 11 SECONDS EAST, 30.61 FEET; THENCE NORTH 87 DEGREES, 56 MINUTES 49 SECONDS EAST, 544.59 FEET; THENCE SOUTH 88 DEGREES 07 MINUTES 17 SECONDS EAST, 61.54 FEET TO THE EAST LINE OF SAID LOT 1A; THENCE SOUTH 0 DEGREES 01 MINUTE 07 SECONDS EAST ON SAID EAST LINE 39.92 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1A; THENCE SOUTH 89 DEGREES 56 MINUTES 46 SECONDS WEST ON THE SOUTH LINE OF SAID LOT 1A, 629.77 FEET TO THE POINT OF BEGINNING.

PARCEL THREE:

NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS, PARTY WALL, UTILITIES, SUPPORT AND CONSTRUCTION, MAINTENANCE, REPAIR AND RECONSTRUCTION OF IMPROVEMENTS AS CREATED, DEFINED AND LIMITED BY THE FOLLOWING DOCUMENTS: LR2923744, LR30224589, AND LR2493375 FOR THE BENEFIT OF THE LAND DESCRIBED THEREIN.

(The above described property is commonly known as 230 W. Palatine Road, Wheeling, Illinois. The property is currently zoned I-1 Light Industrial and Office, I-2 Limited Industrial, and I-3 General Industrial Districts. Pursuant to Docket No. 2016-8A, the I-1 portion of the property is pending rezoning to I-2.)

Section C

All ordinances or parts of ordinances that are in conflict herewith are hereby repealed.

Section D

This Ordinance shall be in full force and effect from and after its passage and approval, according to law.

Trustee _____ moved, seconded by Trustee _____,
that Ordinance No. _____ be passed this _____ day of _____, 2016.

President Argiris _____ Trustee Lang _____
Trustee Brady _____ Trustee Papantos _____
Trustee Krueger _____ Trustee Vito _____
Trustee Vogel _____

Dean S. Argiris
Village President

ATTEST:

Elaine E. Simpson, Village Clerk

APPROVED AS TO FORM ONLY:

Village Attorney

PUBLISHED in pamphlet form this _____ day of _____, 2016, by order of
the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

ORDINANCE NO. _____

**AN ORDINANCE GRANTING SPECIAL USE, SITE PLAN AND BUILDING APPEARANCE
APPROVAL FOR HAZARDOUS MATERIALS STORAGE
AT 230 W. PALATINE ROAD**

WHEREAS, the Plan Commission of the Village of Wheeling has held a public hearing, duly noticed, on April 28, 2016 to consider the petitioner's request for special use-site plan, approval under Title 19, Zoning, of the Wheeling Municipal Code, under Chapter 19-07 Industrial Districts, Section 19.07.030 I-2 Limited Industrial District and Section 19.07.040 I-3 General Industrial District and Chapter 19-10 Use Regulations, Section 19.10.030 Special Uses, Chapter 19-12 Site Plan Approval Requirements, and associated sections, to allow for hazardous materials storage at 230 W. Palatine Road, Wheeling, Illinois, located on the property legally described below; and

WHEREAS, this Ordinance is related to Docket No. 2016-8A, a petition for a rezoning of the eastern half of 230 W. Palatine Road from I-1 Light Industrial and Office District to I-2 Limited Industrial District, which must be approved prior to approval of the special use petition under Docket No. 2016-8B; and

WHEREAS, the Plan Commission of the Village of Wheeling has reported its Findings of Fact and Recommendation to the President and Board of Trustees, recommending that the petitioner's request be granted with a vote of 5 ayes, 0 nays and 2 absent; and

WHEREAS, the President and Board of Trustees deem it to be in the best interest of the Village to grant the petitioner's request, subject to conditions;

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS:

Section A

This Board of Trustees, after considering the Findings of Fact and Recommendation of the Plan Commission and other matters properly before it, hereby finds:

- That the special use is necessary for the public convenience at the proposed location;
- That the special use as requested will not alter the essential character of the area in which it is to be located;
- That the location and size of the special use, the nature and intensity of the operation involved in or conducted with it, the size of the site in relation to it, and the location of the site with respect to streets giving access to it, will be in harmony with and will not impede the normal, appropriate, and orderly development of the district in which it is located and the development of the surrounding properties;
- That the location, nature and height of buildings, walls and fences, and the nature and extent of the landscaping on site shall be such that the use will not hinder or discourage the appropriate development and use of adjacent land and buildings, and will not impair the value thereof;

- That the parking areas will be of adequate size for the particular use, properly located, and suitably screened from adjoining residential uses, entrance and exit drives shall be laid out as to prevent traffic hazards and nuisances and the development will not cause traffic congestion; and
- That the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zone.

Section B

A special use is hereby granted under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-07 Industrial Districts, Section 19.07.030 I-2 Limited District and Section 19.07.040 I-3 General Industrial District; Chapter 19-10 Use Regulations; and Chapter 19-12 Site Plan Approval Requirements, and associated sections, to allow for hazardous materials storage at 230 W. Palatine Road, Wheeling, Illinois, hereinafter legally described:

PARCEL ONE:

LOT ONE "A" AND LOT ONE "B" IN CLINTON RESUBDIVISION OF LOT 1 OF CLINTON SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY ON SEPTEMBER 19, 1977 AS DOCUMENT NUMBER LR2967919, IN COOK COUNTY, ILLINOIS.

PARCEL TWO:

LOTS 13, 14, 15 AND 16 IN FIRST ADDITION TO PALATINE EXPRESSWAY INDUSTRIAL PARK BEING A SUBDIVISION IN THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY ON FEBRUARY 27, 1970 AD DOCUMENT NUMBER LR-2493375.

EXCEPT FROM LOT 16, AFORESAID, THAT PART TAKEN BY DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS, IN CASE NO. 03 L 050027 (FINAL JUDGEMENT ORDER RECORDED AUGUST 10, 2004 AS DOCUMENT NO. 0422310075), AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 16; THENCE ON AN ASSUMED BEARING NORTH 0 DEGREES 00 MINUTES 52 SECONDS WEST ON THE WEST LINE OF SAID LOT 16, 42.00 FEET; THENCE SOUTH 51 DEGREES 41 MINUTES 11 SECONDS EAST, 30.61 FEET; THENCE NORTH 87 DEGREES, 56 MINUTES 49 SECONDS EAST, 544.59 FEET; THENCE SOUTH 88 DEGREES 07 MINUTES 17 SECONDS EAST, 61.54 FEET TO THE EAST LINE OF SAID LOT 1A; THENCE SOUTH 0 DEGREES 01 MINUTE 07 SECONDS EAST ON SAID EAST LINE 39.92 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1A; THENCE SOUTH 89 DEGREES 56 MINUTES 46 SECONDS WEST ON THE SOUTH LINE OF SAID LOT 1A, 629.77 FEET TO THE POINT OF BEGINNING.

PARCEL THREE:

NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS, PARTY WALL, UTILITIES, SUPPORT AND CONSTRUCTION, MAINTENANCE, REPAIR AND RECONSTRUCTION OF IMPROVEMENTS AS CREATED, DEFINED AND LIMITED BY THE FOLLOWING DOCUMENTS: LR2923744, LR30224589, AND LR2493375 FOR THE BENEFIT OF THE LAND DESCRIBED THEREIN.

(The above described property is commonly known as 230 W. Palatine Road, Wheeling, Illinois. The property is currently zoned I-1 Light Industrial and Office, I-2 Limited Industrial, and I-3

General Industrial Districts. Pursuant to Docket No. 2016-8A, the I-1 portion of the property is pending rezoning to I-2.)

Section C

Site Plan and Building Appearance Approval is hereby granted under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-12 Site Plan Approval Requirements, with the site development to be completed substantially as shown on the following exhibits, herein attached and made part of, submitted March 18, 2016 (except as noted) by Dynamax, for 230 W. Palatine Road, Wheeling Illinois:

- Operation details (received April 5, 2016),
- Air emissions statement,
- ALTA survey,
- Floor plan,
- Landscape plans, and
- Photometric plans.

Section D

The Special Use, Site Plan, and Building Appearance Approval granted in Sections B and C of this Ordinance are subject to the following conditions of approval:

1. That the bicycle parking shall be provided indoors for employees and one bicycle rack shall be provided outdoors; and
2. That landscaping shall be irrigated per code.

Section E

This Ordinance shall be in full force and effect from and after its passage and approval, according to law.

Trustee _____ moved, seconded by Trustee _____,
that Ordinance No. _____ be passed this _____ day of _____, 2016.

President Argiris _____ Trustee Lang _____

Trustee Brady _____ Trustee Papantos _____

Trustee Krueger _____ Trustee Vito _____

Trustee Vogel _____

Ordinance No. _____, passed this _____ day of _____, 2016.

Dean S. Argiris
Village President

ATTEST:

Elaine E. Simpson, Village Clerk

APPROVED AS TO FORM ONLY:

Village Attorney

PUBLISHED in pamphlet form this _____ day of _____, 2016, by order of the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

REQUEST FOR BOARD ACTION

TO: Jon Sfondilis
Village Manager

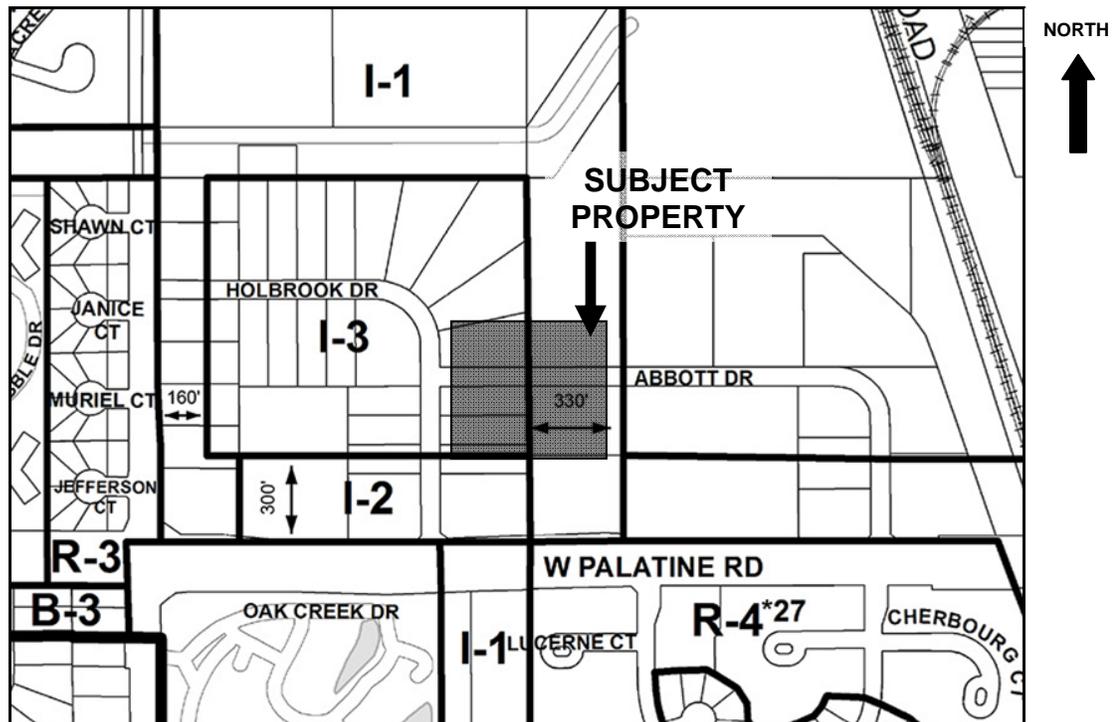
FROM: Andrew C. Jennings
Director of Community Development

DATE: May 16, 2016

SUBJECT: **Docket No. 2016-8A&B**
Dynamax
230 W. Palatine Road
(2015-8A) Rezoning the Eastern Portion of the Site from I-1 Light Industrial and Office District to I-2 Limited Industrial District
(2015-8B) Special Use-Site Plan Approval for Hazardous Materials Storage

PROJECT OVERVIEW: The petitioner is seeking multiple zoning actions to establish a medium manufacturing facility at 230 W. Palatine Road, which is currently zoned I-1 Light Industrial and Office, I-2 Limited Industrial, and I-3 General Industrial. The petitioner proposes to rezone the eastern half of the property from I-1 to I-2. The petitioner is also seeking a special use permit for hazardous materials storage.

LOCATION MAP:



Request for Board Action

Page 2 of 2

RE: Plan Commission Docket No. 2016-8A&B

PLAN COMMISSION RECOMMENDATION

At the Plan Commission hearing on Thursday, April 28, 2016, the following motions were made:

Rezoning a portion of 230 W. Palatine Road from I-1 to I-2 (Docket No. 2016-8A)

Commissioner Johnson moved, seconded by Commissioner Powers, to recommend approval of Docket No. 2016-8A, granting a Rezoning from I-1 Light Industrial and Office District to I-2 Limited Industrial District, as illustrated on the staff exhibit "Existing vs. Proposed Zoning" dated April 28, 2016, 230 W. Palatine Road, Wheeling, Illinois.

On the roll call, the vote was as follows:

Commissioners Dorband, Issakoo, Johnson, Powers, Ruffatto

NAYS: None

ABSENT: Commissioner Sianis, Zangara

PRESENT: None

ABSTAIN: None

There being five affirmative votes, the motion was approved.

Special Use-Site Plan Approval (Docket No. 2016-8B) Commissioner Commissioner Dorband moved, seconded by Commissioner Johnson to recommend approval of Docket No. 2016-8B to grant special use-site plan approval as required under Chapter 19-07 Industrial Districts, Section 19.07.030 I-2 Limited Industrial District and 19.07.040 I-3 General Industrial District, Chapter 19-10 Use Regulations; and Chapter 19-12 Site Plan Approval Requirements, and associated sections, in accordance with the following exhibits submitted March 18, 2016 (except as noted) by Dynamax for 230 W. Palatine Road, Wheeling, Illinois:

- Operation details (received April 5, 2016),
- Air emissions statement,
- ALTA survey,
- Floor plan,
- Landscape plans, and
- Photometric plans.

With the following conditions:

1. That the bicycle parking shall be provided indoors for employees and one bicycle rack shall be provided outdoors; and
2. That landscaping shall be irrigated per code.

On the roll call, the vote was as follows:

Request for Board Action

Page 3 of 3

RE: Plan Commission Docket No. 2016-8A&B

AYES: Commissioners Dorband, Issakoo, Johnson, Powers, Ruffatto
NAYS: None
ABSENT: Commissioner Sianis, Zangara
PRESENT: None
ABSTAIN: None

There being five affirmative votes, the motion was approved.

GENERAL PROPERTY INFORMATION

Applicant Name: Thomas Hill, Attorney for Dynamax
Property Owner: Ron Lemmon
Common Property Address: Located north of Palatine Road, east of Holbrook Drive
Neighboring Property Land Use(s): North: Industrial
South: Multi-Family Residential
West: Industrial
East: Industrial
Comprehensive Plan Designation: Industrial
Property size: Approximately 7.39 acres (total lot)
171,466 sq. ft. (building)
Existing Use of Property: Vacant industrial
Proposed Use of Property: Medium manufacturing and hazardous material storage
Existing Property Zoning: I-1 Light Industrial and Office, I-2 Limited Industrial, and I-3 General Industrial
Proposed Property Zoning: I-2 Limited Industrial and I-3 General Industrial
Previous Zoning Action on Property:
2005-21 Ord. No. 3995, passed 8/08/2005, granted zoning variations related to front yard setback and maximum lot coverage.

DESCRIPTION OF PROPOSAL

The petitioner, Dynamax Inc., plans to use the subject property for manufacturing and assembly of high-precision machined components. Dynamax currently operates three similar high precision manufacturing facilities nearby (Lincolnshire, Buffalo Grove, and Mundelein). The petitioner seeks to consolidate these existing facilities under one roof at 230 W. Palatine Road, in close proximity to the two buildings that Dynamax currently occupies on Abbott Drive in

Request for Board Action

Page 4 of 4

RE: Plan Commission Docket No. 2016-8A&B

Wheeling. The consolidation will improve manufacturing process efficiency, resource utilization, and reduce expenses.

In order to operate at the subject property, Dynamax is seeking the following actions: rezoning a portion of the property from I-1 to I-2 and special use-site plan approval for hazardous materials storage.

Currently, the eastern half of the property is zoned I-1 Light Industrial and Office District and the western half of the property is split zoned I-2 Limited Industrial District and I-3 General Industrial District. The petitioner is proposing to rezone the eastern half of the property from I-1 to I-2. The rezoning will allow for medium manufacturing, which is a permitted use in the I-2 and I-3 Districts. Medium manufacturing is not permitted in the I-1 District.

The petitioner is also requesting special use-site plan approval for hazardous materials storage. Hazardous materials storage is a special use in all industrial districts. Hazardous materials storage is defined as warehousing or bulk storage facilities for hazardous, toxic, flammable, explosive or other dangerous materials. The petitioner has provided a two-page letter detailing its manufacturing and storage operations and associated safety measures. A letter regarding air emission testing has also been provided. In association with the special use request, Dynamax is proposing landscaping and site lighting improvements. Landscape and photometric plans have been provided.

SITE PLAN REVIEW

Scale of Site Plan: 1" = 30' (landscape plan)

Proposed General Site Layout: No changes are proposed to the building footprint or parking lot configuration.

Total Number of Parking Spaces: There are 213 existing parking stalls. The parking demand for the subject property is based upon a mix of office (10%), manufacturing (35%) and warehouse (55%) space. The total parking requirement is 283 spaces. For industrial properties with a total floor area of at least 80,000 square feet, a 25% parking reduction may be allowed. Applying the 25% reduction, the total parking requirement is 212 spaces. The proposed use meets the parking requirements of the Zoning Code.

Ownership: The applicant has entered into a lease agreement for the subject property contingent on its zoning approval.

Site Lighting: A photometric plan and lighting specs have been provided. A combination of pole-mounted and wall-mounted fixtures are proposed. The plan appears to meet the lighting requirements of the Zoning Code.

Fencing: The split rail wood fence at the eastern property line will be removed.

Request for Board Action

Page 5 of 5

RE: Plan Commission Docket No. 2016-8A&B

Sidewalks: There is no existing public sidewalk. New patios and walkways are planned.

Bicycle parking: It does not appear that bicycle parking has been provided in the plans. The Plan Commission added a condition of approval to the motion that bicycle parking shall be provided indoors for employees and one bicycle rack shall be provided outdoors.

LANDSCAPING PLAN REVIEW

Existing Landscaping to Be Removed: Many trees (Ash and Hawthorn) will be removed due to their poor condition. Some shrubs and groundcover will be removed from existing beds to accommodate new plant material.

Existing Landscaping to Remain: Some existing pine, crabapple, and maple trees will remain. Most of the existing lawn will remain. Limited areas of the lawn will be re-graded and repaired.

Proposed Landscaping: New shade trees, deciduous shrubs, shrubs with winter interest, decorative grasses and groundcover (sweet flag and lilyturf) are proposed. A rain garden near the Palatine Road building entrance is also proposed.

Landscape Irrigation: No details were provided in the submittal. At the Plan Commission hearing, a condition was added to the motion that Landscaping shall be irrigated per Code.

STANDARDS FOR REZONING

Following are standards for variation with petitioner's responses. *The petitioners' response to the following questions has been shown in italics.* **Staff comments are in bold.**

1. Will the proposed rezoning comply with the intent and purpose of Title 19, Zoning? *(Explain how the proposed uses allowed by the rezoning will conform to the zoning code.)*

"The proposed rezoning of the property at 230 Palatine complies with the intent and purpose of Title 19, Zoning. The Subject Property is currently under I-1, I-2, and I-3 split zoning. The proposed rezoning will not affect the portion of the property under I-3 zoning, but will bring the portion of the property zoned as I-1 up to I-2. As a result, the property will be under split I-2 and I-3 zoning. Several neighboring properties in the immediate vicinity of the Subject Property are currently zoned as I-2, including a portion of the Subject Property itself. The proposed rezoning will not change the character of the neighborhood or neighboring developments, have a negative impact on public safety or convenience, or be a source of light, air, water, or noise pollution."

Currently, the site is located in three different zoning districts: the eastern half is I-1, the southwest quadrant is I-2 and the northwest quadrant is I-3. The applicant proposes to rezone the I-1 portion to I-2. As such, the majority of the site

Request for Board Action

Page 6 of 6

RE: Plan Commission Docket No. 2016-8A&B

(approximately three-quarters) will be zoned I-2 and the northwest corner will remain I-3. The proposed rezoning will be consistent with neighboring land uses and zoning districts.

2. Will the proposed rezoning comply with the Comprehensive Plan, Official Map and all other plans and policies adopted by the Village? If not, explain why the rezoning is in the best interest of the Village. (*Explain in detail how the uses allowed by the text amendment follow the Comprehensive Plan or how a text amendment contrary to the Comprehensive Plan is appropriate.*)

“The proposed rezoning will comply with the Comprehensive Plan, Official Map, and all other plans and policies adopted by the village. The property is already subject to partial I-2 split zoning and the proposed rezoning merely seeks to extend this zoning through the portion of the facility currently zoned as I-1. Moreover, the subject property is already bordered by several neighboring facilities which are subject to I-2 Zoning. Dynamax, Inc. expects that the rezoning will substantially decrease the amount of semi-trailer traffic to and from the subject property. The rezoning will not result in a significant increase in pollution such as noise, light, odor, or smoke.”

The Comprehensive Plan designates the existing and future land use of the subject property as Industrial. The request is consistent with the Comprehensive Plan.

3. How have physical or economic conditions pertaining to a subject area changed, making the existing zoning inappropriate and the proposed rezoning appropriate? (*Explain why the current Zoning Code is inadequate. What specific physical or economic conditions indicate that a change in the Zoning Code is required?*)

“The zoning does not properly take into account that the Dynamax, Inc. will take good care of the property and ensure that it is well maintained. In addition, Dynamax, Inc. will make substantial investments in the building’s roof, HVAC system, parking lot, and lighting. Furthermore, Dynamax, Inc. intends to invest in landscaping improvements to beautify the property and improve its curb appeal, benefitting not only the subject property itself, but neighboring properties as well. In addition, Dynamax, Inc. expects its operations to result in a substantial reduction in semi-trailer traffic to and from the subject property when compared to current operations at the facility.”

There have been no recent physical or economic changes to the subject area. However, the applicant’s desire to consolidate their operations from multiple sites to a single site necessitates the rezoning so that medium manufacturing at the subject property can be established.

4. How is the proposed rezoning desirable and needed in the Village? (*Why is the text amendment needed? What does the rezoning accomplish? How will it benefit the Village?*)

“The proposed rezoning will bring the property under split I-2 and I-3 zoning. The portion of the property currently under I-1 will be rezoned as I-2. Dynamax, Inc. requires

Request for Board Action

Page 7 of 7

RE: Plan Commission Docket No. 2016-8A&B

I-2 zoning in order to operate at the Subject Property, and the applicant expects its operations to benefit both neighboring properties and the community at large. Dynamax, Inc. will be an active member of the community. Dynamax, Inc. will invest in landscaping improvements to the subject property, as well as invest substantially in the building itself including the roof, lighting, interior, and HVAC systems. Dynamax, Inc. expects that the customers, suppliers, and employees that visit the facility will invest back in to the community by using local establishments such as restaurants, gas stations, and hotels. The rezoning will also benefit neighboring property owners by significantly reducing semi-trailer traffic to and from the subject property.”

The proposed rezoning will make the zoning of the subject property more consistent. It is currently split zoned in three different industrial districts. This constrains the use of the property because the same activities are not permitted by zoning throughout the building. Once the rezoning takes place, medium manufacturing will be permitted throughout the site.

5. How will the proposed rezoning allow for compatible development that will not unduly depreciate the use and value of surrounding properties? (*Consider the types of uses that could be permitted by the text amendment and rezoning. Are these uses compatible with existing neighboring land uses? Will the potential uses have a negative impact on surrounding property values?*)

“The Subject Property is almost entirely surrounded by industrial properties. The neighboring properties to the east, west, and north are primarily industrial properties, while the area to the south of the Subject Property is both residential and industrial properties. Because the Subject Property is bordered by similar-use properties, the proposed rezoning will be compatible with the neighboring properties. Dynamax, Inc.’s operations will not contribute to a substantial increase in traffic to the area. Dynamax, Inc. will employ stringent pollution controls to ensure no air, water, or odor pollution emanates from the subject property. Dynamax, Inc. will invest in landscaping improvements for the subject property that will benefit both the subject property as well as neighboring properties.”

The proposed rezoning will not affect the value of surrounding properties. Most surrounding properties are already zoned I-2 or I-3. The proposed rezoning is consistent with the existing zoning of the area.

6. How will the proposed rezoning contribute to a rational pattern of land uses which is beneficial to the Village? (*Is the proposed text amendment sensible? Are intense uses that create traffic, noise, odor, light, or smoke going to be permitted along a narrow residential street?*)

“The proposed rezoning is compatible with the overall character of the neighborhood and its surrounding properties. The subject property is largely surrounded by industrial properties, many of which are currently subject to I-2 zoning. The subject property’s primary points of ingress and egress are shared by neighboring industrial properties

Request for Board Action

Page 8 of 8

RE: Plan Commission Docket No. 2016-8A&B

which already experience frequent use by vehicles and tractor trailers. As it does in all of its facilities, including those already located in Wheeling, Dynamax, Inc. will install extremely stringent pollution controls including air scrubbers and waste water filtration systems. Pollution control systems are tested by independent, third parties. Any waste water discharged by the facility is filtered beyond EPA standards and cleaner than most tap water.”

The proposed rezoning will allow for consistent use of the subject property. Moreover, the proposed rezoning will create a consistent I-2 zoning buffer along the north side of the Palatine Road. The parcels to the east and west, along Palatine Road, are already zoned I-2. The subject property is only property in the vicinity that is zoned I-1 and adjacent to Palatine Road.

STANDARDS FOR SPECIAL USE

Following are standards for special use with the petitioner's responses. **(Staff comments are in bold.)**

1. State why the Special Use is necessary for the public convenience at the proposed location. (Explain how the proposed use will benefit residents, the neighborhood or the community-at-large.)

“Dynamax, Inc. believes its use of the Subject Property will benefit the surrounding community and the Village of Wheeling. Dynamax Inc.’s occupancy of the Subject Property will ensure that the Subject Property remains in a state of good repair. Dynamax, Inc. will continue to be an active member of the community, as demonstrated by its participation in food and clothing drives, Toys for Tots programs, participation in local STEM education programs in High Schools and Community Colleges, and participating in Wheeling Chamber of Commerce activities. Additionally, the Village of Wheeling can expect Dynamax, Inc. and its employees, as well as the suppliers that visit Dynamax, Inc.’s facility, to invest commercially back into the community by visiting local establishments such as restaurants, gas stations, hotels and more. Moreover, Dynamax, Inc. intends to invest in landscaping improvements to the property to improve its appearance, as indicated by the attached landscaping plan, which will benefit neighboring properties.”

The proposed hazardous materials storage use will allow Dynamax to consolidate its manufacturing operations at one facility.

2. State how the special use will not alter the essential character of the area in which it is to be located. (Explain how the proposed special use is appropriate for the neighborhood or shopping center and how the overall character will not be affected by the special use.)

“The Subject Property is surrounded by similar industrial properties on its north, east, and west sides; thus, Dynamax, Inc.’s use of the Subject Property will conform to the

Request for Board Action

Page 9 of 9

RE: Plan Commission Docket No. 2016-8A&B

surrounding properties and will not alter the essential character of the area in which it is to be located. The special use will not cause any substantial increase in traffic to the site. Dynamax will use the side streets Abbott Drive and Holbrook Drive as the primary points of ingress and egress at the subject property. Moreover, Dynamax, Inc. expects that semi-trailer traffic will be reduced substantially from current levels, as Dynamax, Inc.'s products are small and often transported by UPS and FedEx. As it does at all of its facilities, Dynamax, Inc. will install stringent pollution controls, including air scrubbers and water filtrations systems, which will be tested by independent third parties. The special use will not create pollution such as noise, odor, smoke or light. Dynamax, Inc. will keep the Subject Property in good repair."

The subject property is zoned industrial and is surrounded by industrial properties. The petitioner will comply with all required safety measures for the hazardous materials storage. There will be no perceived difference in manufacturing operations at this location from surrounding properties due to the hazardous materials storage.

3. State how the location and size of the Special Use, the nature and intensity of the operation involved in or conducted in connection with it, the size of the site in relation to it, and the location of the site with respect to streets giving access to it, will be in harmony with and will not impede the normal, appropriate, and orderly development of the district in which it is to be located and the development of surrounding properties. (Explain how the proposed use will allow the surrounding area to develop appropriately. Is the use too large for the site? Will it be in a location on the lot that will cause conflicts with adjacent properties? Does the use create noise, odor, smoke, or light that will affect other properties?)

"Dynamax, Inc. believes the Subject Property will be ideal for Dynamax, Inc.'s use. Dynamax Inc. seeks to consolidate three other facilities it currently operates under a single roof to improve its manufacturing process efficiency. There are currently approximately 175 parking spots at the Subject Property designated for Dynamax, Inc.'s use, which will be more than sufficient to accommodate the employees, guests and operations of Dynamax, Inc. The amount of office space in the Subject Property will be sufficient for Dynamax, Inc.'s operations. As part of its operations at the subject property, Dynamax, Inc. will need to store chemicals at the facility. These chemicals fall into four categories: strong acids, strong bases, toxic chemicals, and flammable materials. Examples of strong acids that will be kept at the subject property include nitric and sulfuric acid, which are typically stored in 5 gallon containers. Strong bases that will be kept at the facility include sodium hydroxide, which is also stored in 5 gallon containers. Strong acids and bases are kept segregated from each other in location B and C of the attached site plan of the metal finishing area. Toxic materials, including various chemicals containing hexavalent chromium, are stored in containers of up to 55 gallons. Flammable materials, including acetone, MEK, and isopropanol, are stored in 5 gallon containers in location A of the attached site plan of the metal finishing area. All chemicals are stored safely and isolated from forklift traffic. Dynamax, Inc. believes its

Request for Board Action

Page 10 of 10

RE: Plan Commission Docket No. 2016-8A&B

use will be complimentary to the properties surrounding the Subject Property. Dynamax, Inc. will install pollution controls to ensure the special use does not emit any air or water pollution. The special use will not cause an increase in odor, smoke or nlight pollution to the area. Moreover, by consolidating its existing facilities into a single location, the special use permit seeks to reduce the overall footprint of facilities storing such chemicals within the Village of Wheeling. Dynamax, Inc. believes that, on average, a total of approximately seventy to one hundred vehicles will access the Subject Property daily Monday through Friday with regards to Dynamax, Inc.'s operations, and approximately thirty to fifty total vehicles will access the Subject Property on weekends; thus, Dynamax, Inc.'s operations at the Subject Property will likely not create any traffic issues for the area. Dynamax, Inc. will continue to keep the Subject Property in a state of good repair. Dynamax, Inc.'s hours of operation at the premises will be Monday through Saturday, 6:00 a.m. until 12:00 a.m. The facility will be closed on Sundays."

The proposed hazardous materials storage use, in conjunction with the medium manufacturing use, will be compatible with the surrounding developments of the I-1, I-2 and I-3 Districts.

4. State how the location, nature and height of buildings, walls and fences, and the nature and extent of the landscaping on the site shall be such that the use will not hinder or discourage the appropriate development and use of adjacent land and buildings, or will not impair the value thereof. (Explain how the proposed use will not prevent development on adjacent properties. Will the proposed use have a negative impact on existing adjacent land uses?)

"Dynamax, Inc.'s use of the Subject Property will reflect the uses of the surrounding properties. Dynamax, Inc. will use the site for manufacturing and assembly, office space, and staff parking at the Subject Property. The Subject Property is currently surrounded on the north, east and west sides by industrial properties. Semi-trailer trucks are already a frequent presence due to the nature of these neighboring industrial properties. Dynamax, Inc. will primarily utilize the ancillary streets Abbott Drive and Holbrook Drive, which it shares with the neighboring industrial properties. Dynamax, Inc. will ensure that its Subject Property is in a state of good repair. Dynamax, Inc.'s use of the Subject Property will not cause an increase in pollution to the area such as noise, odor, smoke or light pollution. Dynamax, Inc. will invest in landscaping improvements to the Subject Property which will also benefit neighboring properties."

The landscaping at the subject property is currently in need of maintenance and repair. Many improvements, including the installation of new trees, shrubs, and flowers, are proposed.

5. State how the parking areas will be of adequate size for the particular use, properly located, and suitably screened from adjoining residential uses, entrance and exit drives shall be laid out so as to prevent traffic hazards and nuisances, and the development will not cause traffic congestion. (Is adequate parking provided? Is parking area visible from

Request for Board Action

Page 11 of 11

RE: Plan Commission Docket No. 2016-8A&B

adjacent homes? Are the entrance and exit drives designed for safe access to the site? Will the special use generate so much traffic as to cause congestion? Will visitors to the special use access the site through residential streets?)

“Dynomax, Inc.’s use of the Subject Property is appropriate for the site and will not affect the surrounding area. Dynomax, Inc. has approximately 175 parking spots on the northwest and east ends of the Subject Property which meet Dynomax, Inc.’s needs for its operations. Dynomax, Inc. does not expect its operations to contribute to a substantial increase in traffic in the area. *The Subject Property is separated from the nearest residential properties by Palatine Road. The nearest residential properties, located to the south of the Subject Property and across Palatine Road, open up to separate streets and do not share points of ingress and egress with the Subject Property. To the north, east, and west of the Subject Property are similar industrial properties. Dynomax, Inc. will keep the Subject Property in good repair so as not to disturb the surrounding industrial properties. The Subject Property’s primary points of ingress and egress are through Abbott Drive and Holbrook Drive, which already see trailer traffic through their utilization by the surrounding industrial properties. Dynomax, Inc. believes that, in total, approximately seventy to one hundred vehicles will access the Subject Property daily Monday through Friday with regards to Dynomax, Inc.’s operations; thus, Dynomax, Inc.’s operations at the Subject Property will likely not create any traffic issues for the area. As the neighboring properties are already occupied by industrial entities, the ingress and egress to the Subject Property is already being safely used for industrial purposes.*”

The proposed use will not cause additional traffic or require additional parking. The proposed access drives appear adequate for the proposed use.

6. State how the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulation in that zone. (Other than the special use listed in this application, the proposal must meet all other requirements of the Zoning Code. Note any other exceptions.)

“The zoning does not properly take into account that the Dynomax, Inc. will take good care of the property and ensure that it is well maintained. In addition, Dynomax, Inc. is prepared to make substantial investments in the building, including the roof, HVAC system, parking lot, and lighting. Dynomax, Inc. expects the cost of such improvements to total \$1,500,000. Furthermore, Dynomax, Inc. intends to invest in landscaping improvements to beautify the property and improve its curb appeal. As a result, Dynomax, Inc.’s presence in the facility will benefit not only the subject property itself, but neighboring properties as well.”

In addition to the proposed special use, the petitioner is requesting a rezoning of the eastern half of the site from I-1 Light Industrial and Office District to I-2 Limited Industrial District.

STAFF REVIEW

Request for Board Action

Page 12 of 12

RE: Plan Commission Docket No. 2016-8A&B

Fire Department Review: The Fire Department has submitted comments dated 4.20.2016. The Fire Department believes that the hazardous material storage will meet the Village's Building and Fire Prevention Codes. All comments in the Fire Department memo will be addressed during permit and/or business licensing review.

Engineering Division Review: The Engineering Division has reviewed the submittal and has no comments at this time.

Impact on Adjacent Uses: There is no significant impact anticipated on adjacent uses.

Village Planner's Recommendation to the Plan Commission: Prior to making a motion, staff recommended that the Plan Commission discuss the following with the petitioner:

- Determine locations for the required bicycle parking; and
- Determine if landscape irrigation is provided.

CONDITIONS FROM PLAN COMMISSION RECOMMENDATION

The Plan Commission recommendation for Docket No. 2016-8A (rezoning) did not include any conditions of approval. The recommendation for Docket No. 2016-8B (special use) included the following conditions of approval, which have been incorporated into the attached special use ordinance:

1. That the bicycle parking shall be provided indoors for employees and one bicycle rack shall be provided outdoors; and
2. That landscaping shall be irrigated per code.

MODIFICATIONS FOLLOWING PLAN COMMISSION HEARING

The plans have not been modified following the Plan Commission hearing.

DIRECTOR OF COMMUNITY DEVELOPMENT RECOMMENDATION

Two ordinances are attached for the Board's consideration: an ordinance granting a partial rezoning of the subject property from I-1 to I-2 District and an ordinance granting special use-site plan approval of hazardous materials storage. As noted in this report and in the Findings of Fact and Recommendation, the chemicals utilized by Dynomax are relatively common and currently in use in many facilities in Wheeling. While the operational considerations for handling such materials are typically incorporated in the building permit and business license review, the business is seeking a special use for Hazardous Materials Storage to ensure that the Village is fully aware of the use of chemicals prior to investing significant funds in the constructions plans. The rezoning action would allow Dynomax flexibility for future operational changes because it would provide for Medium Manufacturing, as defined in the zoning code, to be located throughout the facility. The Plan Commission recommended approval of both actions

Request for Board Action

Page 13 of 13

RE: Plan Commission Docket No. 2016-8A&B

included in the zoning petition, and suggested two conditions of approval for the special use ordinance (listed above).



Andrew C. Jennings
Director of Community Development

- Attachments:**
- Ordinances (precede this report)
 - Fire Department Comments, dated 4.20.2016
 - Findings of Fact and Recommendation (draft)
 - Photos of existing conditions (staff)
 - Rezoning Exhibit (staff), 4.28.2016
 - Operation details (2 sheets)
 - Air emissions statement
 - ALTA survey (2 sheets)
 - Floor plan
 - Landscape plans (3 sheets)
 - Photometric plans (3 sheets)



MEMO – Fire Prevention Bureau

TO: Brooke Jones, Village Planner
FROM: Ronald S. Antor, Fire Inspector
CC: Andrew Jennings, Director of Community Development
Keith Maclsaac, Fire Chief
FPB File
DATE: April 20, 2016
SUBJECT: Proposed Manufacturing Facility – 230 West Palatine Road – Dynamax Inc. - Plans received for review by the Fire Department, March 25, 2016.

The Wheeling Fire Department has reviewed the submittals received related to the above referenced project and has the following comments:

Site Plan

1. The site plan reviewed is for an existing one story industrial property.
2. Based on the documents reviewed, there are no significant changes to the site, nor are there any changes to existing utilities.
3. The building's existing fire department connection (FDC) shall not be obscured by landscaping, fencing, signs, parking, building utilities – i.e. Com Ed transformers, etc. The current landscaping plan will require minor changes in the vicinity of the fire department connection due to proposed landscaping.

Dynamax Inc. - 230 West Palatine Road – Special Use for the Remodeling of an Existing One Story Industrial Building and New Occupant

1. The proposed use would be located in an existing Mixed Use Occupancy structure. The previous Mixed Use Occupancy consisted of B (Business) Use Group, F (Factory) and S (Storage) Use Group occupancy uses as defined in the 2012 Edition of the International Building (IBC) and Fire Prevention Codes (IFC). Based on the information provided for review, the new tenant's use of the building would also be classified as a Mixed Use Occupancy consisting of a B (Business) Use Group, F (Factory) and S (Storage) Use Group occupancies.

In addition, like other manufacturing facilities within the Village the petitioner will be storing and using a variety of products that are classified as hazardous materials (i.e. – Flammable liquids, corrosives, etc.) for their manufacturing needs. The Fire Department has been in contact with the petitioner and has received preliminary information on the items the petitioner

Ms. Brooke Jones

SUBJECT: Proposed Manufacturing Facility – 230 West Palatine Road – Dynamax Inc. - Plans received for review by the Fire Department, March 25, 2016.

April 20, 2016

Page 2

will be using and storing in their facility that could be classified as a hazardous material. Based on this preliminary work, the Fire Department believes that the petitioner will be in compliance with the Village's Building and Fire Prevention Codes relating to the use and storage of these materials.

2. All construction related to the remodeling and occupancy classifications would need to comply with the Village's Building and Fire Prevention Codes (2012 Editions of the International Building Code & International Fire Code – with amendments). The current submittal documents do not contain sufficient information to evaluate the proposed building related to these codes. Some of the code requirements that this would include are:
 - a. The existing building is a fully sprinklered occupancy and this system will require modifications based on the remodeling and the uses within the structure. This system shall be designed and installed in accordance with NFPA 13.
 - b. The building's existing fire alarm system will be required to be improved or replaced. These improvements or new system shall be designed and installed in accordance with NFPA 72.

At this time there are no other Fire Department comments related to the project as presented in the documents reviewed.

**FINDINGS OF FACT
AND RECOMMENDATION**

To: Village President and Board of Trustees

From: Wheeling Plan Commission/Sign Code Board of Appeal

Re: Docket No. 2016-8
Dynamax, Inc.
230 W. Palatine Road
(2016-8A) Rezoning a Portion of the Property from I-1 Light Industrial and Office District to I-2 Limited Industrial District
(2016-8B) Special Use-Site Plan Approval for Hazardous Materials Storage

Dynamax, contract tenant, is seeking the following actions to establish a medium manufacturing facility at 230 W. Palatine Road, Wheeling, Illinois, hereinafter legally described below:

2016-8(A) Rezoning the eastern half of the property from I-1 Light Industrial and Office District to I-2 Limited Office District; and

2016-3(B) Special Use-Site Plan Approval as required under Chapter 19-07 Industrial Districts, Chapter 19-10 Use Regulations, and Chapter 19-12 Site Plan Approval Requirements, and associated sections, in order to establish hazardous materials storage in the I-2 Limited Industrial District and I-3 General Industrial District.

Chairman Ruffatto called Docket No. 2016-8 on April 28, 2016. Present were Commissioners Dorband, Issakoo, Johnson, Powers and Ruffatto. Commissioners Sianas and Zangara were absent with prior notice. Also present were Brooke Jones, Senior Planner and Mallory Milluzzi, Village Attorney.

Commissioner Powers read the following statement aloud.

A zoning Special Use, as defined in Title 19, of the village of Wheeling (Zoning), is a use of parcel of land that requires review and consideration before approval due to circumstances or effects on the surrounding properties that may adversely affect them. In order to be considered for a special use the petitioner is required to demonstrate through testimony to the Plan Commission at the public hearing why their request meets the conditions of the village code including, but not limited to, how the proposed use will not damage the enjoyment or use of the surrounding properties. Prior to the public hearing the petitioner provides written statements meant to show that their request for a special use meets the standards established in Title 19. The Commission Chairperson will typically direct that these statements be entered into the record without a full reading of them at the hearing. Based upon the testimony and supporting materials submitted, the Plan Commission will make findings in support of, or against, the petitioner's testimony and report those findings to the Village Board.

Ms. Jones made a brief statement summarizing the petition. She reported that Dynamax was petitioning for a two-fold zoning request. The first was a partial rezoning of the property from I-1 Light Industrial and Office District to I-2 Limited Industrial District and Special Use Approval for Hazardous Materials Storage. She explained that typically chemical storage and other hazardous materials were reviewed by the Village during the Building and Fire Code compliance which is at the time of business licensing and building permits. However, she explained that Dynamax was being proactive disclosing their hazardous materials storage now during their due diligence phase and prior to property acquisition. Dynamax is covering all bases in their zoning entitlement process to ensure maximum use of their new property. Currently the subject property is located in three different zoning districts, I-1, I-2 and I-3. Because each portion of the property is governed by its zoning district, this constrains cohesive use of the property. Dynamax is proposing to establish a medium manufacturing facility at 230 West Palatine Road. In order to allow medium manufacturing throughout the site the petitioner is requesting the rezoning of the east half of the site from I-1 to I-2 Zoning. Currently medium manufacturing would only be allowed on the west half of the site which is already zoned I-2 and I-3. Village Staff is supportive of the rezoning because it expands the applicant's manufacturing options and allows for consistent industrial use throughout the property. Moreover, the rezoning is consistent with the zoning classification of adjacent properties. Lastly, Village Staff has reviewed the project and feels confident that all layers of Federal, State and Local regulations will be met by this experienced, high precision manufacturing.

Mr. Thomas Hill, Attorney for Dynamax, 33 North LaSalle, Suite 2800, Chicago was present and sworn in. Mr. Hill confirmed they were seeking a rezoning of the property located 230 W. Palatine which is currently under split I-1, I-2 and I-3 zoning. They want to bring the portion of the property under I-1 up to I-2. In addition, they were seeking a Special Use permit for Hazardous Materials Storage. He explained that Dynamax has to keep chemicals on site that were used as part of its manufacturing process but were confident that the more everyone knew about their business the more confident that everyone will be know it was pretty standard. They included a list of chemicals as part of their application.

Mr. Hill reported that Dynamax already operates five facilities in the area (2 in Wheeling, 1 in Buffalo Grove, 1 in Lincolnshire and 1 in Mundelein). They were seeking to consolidate three of the facilities into a single facility at 230 Palatine Road. He stated that the neighbors at all of their facilities would agree that Dynamax was a fantastic neighbor and takes care of their property without any issue. Neighbors have offered to write a letter or statement confirming it. He reported that Dynamax was intending to make a substantial investment and improvement to the property including the roof, parking lot, lighting and also landscaping. They have submitted plans for lighting as well as landscaping. They do not expect this to result in a substantial increase in traffic in the area. It is medium manufacturing and the majority of the products manufactured were shipped via UPS and Fed Ex. There will not be a lot of semi trailer traffic to or from the facility. The majority of the vehicles would be personal use vehicles. They do not expect traffic to be an issue going forward.

Mr. Mark Zic, Business Development, Dynamax was present and sworn in. He confirmed they were consolidating their Lincolnshire, Buffalo Grove and Mundelein facilities into the new Wheeling facility. They will move approximately 180 employees to Wheeling.

Mr. Zic reported they had been in business since 1986, founded by Dr. Richard Zic in Chicago. Today, they operate in nearly ½ million square feet of space. They employ in excess of 300 in the local area. The operations that will be moving into the new facility include aero structure and metal finishing. For the aero structure side, it's a lot of machining of metallic components from micro miniature parts up to very large aircraft structural components. In the new building, they would like to do metal finishing operations after machining the parts which include anodizing. He explained anodizing was a very common metal finishing technique used in a variety of products.

Chairman Ruffatto opened the discussion to the audience. No one came forward with questions or comments.

Commissioner Johnson has no issues with the zoning. He questioned the location of the hazardous storage. Mr. Zic explained it was on the side closest to the parking lot.

Mr. Mike Martini, Dynamax was present and sworn in. Mr. Martini confirmed the location on the site plan. He noted the paint booths where the paint would be stored. The paint booth extracts air and protects from any potential sparks explosion, etc. He noted the location for any acids or base materials. He confirmed they were stored in their manufacturing containers on skis with barriers.

Mr. Martini stated that all Dynamax facilities were OSHA Sharp Certified. They were proactive in employee safety.

In reply to Commissioner Issakoo's question, Mr. Zic reconfirmed they were consolidating their Buffalo Grove, Mundelein and Lincolnshire facilities into the 230 Palatine site. They are also retaining two other existing facilities in Wheeling.

In reply to Mr. Issakoo's question, Mr. Zic confirmed 185 employees were moving to the Wheeling facility. Mr. Issakoo asked about their customer process. Mr. Zic explained they did not expect anything more than passenger car traffic. He mentioned there were 14 customers at their facility today that also stayed in local hotels and dined in local restaurants.

Mr. Issakoo thanked the petitioner for the commitment and making improvements to the site.

Commissioner Powers thanked the petitioner for staying in Wheeling. He questioned if the appearance of the new building would change. Mr. Zic explained they would eventually change the appearance to match the other buildings.

Commissioner Powers questioned the location of the bicycle parking on the site plan. Mr. Hill explained it was not included on the plan. Ms. Jones explained a facility of this size may also accommodate bicycle parking indoors. Mr. Zic confirmed there was plenty of room inside for bike parking but also agreed to add one rack outside.

Commissioner Powers questioned how often hazardous materials went into their facility. Mr. Zic confirmed the shipments were not that frequent. He confirmed a lot of the materials were solid.

Commissioner Powers referred to the two separate parking lots located on the east side of the property. He questioned if they would combine the two lots or keep it as is. Mr. Martini confirmed they want to make it one parking lot.

Commissioner Dorband referred to the engineering plan and questioned if the Village's Engineering Staff had reviewed the plans. Ms. Jones confirmed the plans were reviewed.

Commissioner Dorband mentioned there were no existing public sidewalks but noted there were a lot of sidewalks around the area. She questioned if they were required to add more public sidewalks. Ms. Jones mentioned there was a Village wide sidewalk plan but this was not one of their high priority areas but the decision was up to the Plan Commission if it should be addressed. Chairman Ruffatto questioned if this would trigger a need for sidewalks. Ms. Milluzzi did not think a requirement was triggered with this kind of proposal but she would confirm.

Commissioner Dorband questioned if they would add an irrigation system. Mr. Hill agreed to add whatever was necessary to maintain their landscaping. Commissioner Dorband wanted to add it as a condition.

Commissioner Dorband was glad they were staying in Wheeling.

Chairman Ruffatto questioned if they require special air handlers in the area for the storage of hazardous materials. Mr. Zic confirmed they had specialized air handlers and specialized water filtration systems. He stated the water going out was cleaner than what goes in.

Chairman Ruffatto referred to the other manufacturers in the Village that had hazardous materials. Ms. Jones explained that usually the review occur at building permit and business licensing. She explained it was not a concern since they always ensure the codes were met so they normally don't force the new business to go through the special use process if they feel comfortable that all of the hazardous materials would be stored properly. Dynamax approached the Village and requested the review process. Chairman Ruffatto questioned if Staff needed to review it in the Zoning Code since it was a requirement for occupancy. Ms. Jones confirmed Staff had been discussing it and would possibly like to amend the Zoning Code to more carefully regulate the hazardous material storage and maybe not always make it a special use or at least identify in the Code when it would more likely need to be a special use.

Chairman Ruffatto questioned if there was anything in the Code that they wouldn't be able to comply with when moving from an I-1 to an I-2. Ms. Jones didn't believe there were any concerns but would double check prior to going to the Village Board.

In reply to Chairman Ruffatto's question, Mr. Martini confirmed the parking lot would be restriped and resurfaced.

Chairman Ruffatto mentioned the red stripe on one of their other buildings by the bike path needed to be painted.

**Findings of Fact and
Recommendation**

DOCKET NO. 2016-8

Commissioner Johnson moved, seconded by Commissioner Powers to recommend approval of Docket No. 2016-8A, granting a Rezoning from I-1 Light Industrial and Office District to I-2 Limited Industrial District, as illustrated on the staff exhibit “Existing vs. Proposed Zoning” dated April 28, 2016, 230 W. Palatine Road, Wheeling, Illinois.

On the roll call, the vote was as follows:

AYES: Commissioners Dorband, Issakoo, Johnson, Powers, Ruffatto
NAYS: None
ABSENT: Commissioner Sianis, Zangara
PRESENT: None
ABSTAIN: None

There being five affirmative votes, the motion was approved.

And Commissioner Dorband moved, seconded by Commissioner Johnson to recommend approval of Docket No. 2016-8B to grant special use-site plan approval as required under Chapter 19-07 Industrial Districts, Section 19.07.030 I-2 Limited Industrial District and 19.07.040 I-3 General Industrial District, Chapter 19-10 Use Regulations; and Chapter 19-12 Site Plan Approval Requirements, and associated sections, in accordance with the following exhibits submitted March 18, 2016 (except as noted) by Dynamax for 230 W. Palatine Road, Wheeling, Illinois:

- Operation details (received April 5, 2016),
- Air emissions statement,
- ALTA survey,
- Floor plan,
- Landscape plans, and
- Photometric plans.

With the following conditions:

1. That the bicycle parking shall be provided indoors for employees and one bicycle rack shall be provided outdoors; and
2. Landscaping shall be irrigated per Code.

On the roll call, the vote was as follows:

AYES: Commissioners Dorband, Issakoo, Johnson, Powers, Ruffatto
NAYS: None
ABSENT: Commissioner Sianis, Zangara
PRESENT: None
ABSTAIN: None

There being five affirmative votes, the motion was approved.

**Findings of Fact and
Recommendation**

DOCKET NO. 2016-8

Commissioner Powers moved, seconded by Commissioner Johnson to close Docket No. 2016-8. The motion was approved by a voice vote.

Respectfully submitted,

Jim Ruffatto, Chairman
Wheeling Plan Commission/
Sign Code Board of Appeals

**DISTRIBUTED TO THE COMMISSION 5.06.2016
FOR APPROVAL ON 5.12.2016**

DRAFT

Dynomax – 230 W. Palatine Road

Docket No. 2016-8A&B (Rezoning a portion of the site from I-1 Light Industrial and Office District to I-2 Limited Industrial District and Special Use-Site Plan Approval for Hazardous Materials Storage)

Plan Commission Meeting – April 28, 2016

Village Board Meeting – May 16, 2016



**Existing conditions along Holbrook Drive
(looking northeast)**

Dynomax – 230 W. Palatine Road

Docket No. 2016-8A&B (Rezoning a portion of the site from I-1 Light Industrial and Office District to I-2 Limited Industrial District and Special Use-Site Plan Approval for Hazardous Materials Storage)

Plan Commission Meeting – April 28, 2016

Village Board Meeting – May 16, 2016



Looking east



Looking west

Existing conditions along Palatine Road

Dynomax – 230 W. Palatine Road

Docket No. 2016-8A&B (Rezoning a portion of the site from I-1 Light Industrial and Office District to I-2 Limited Industrial District and Special Use-Site Plan Approval for Hazardous Materials Storage)

Plan Commission Meeting – April 28, 2016

Village Board Meeting – May 16, 2016



**Existing conditions along Abbott Drive
(looking south)**

Dynomax – 230 W. Palatine Road

Docket No. 2016-8A&B (Rezoning a portion of the site from I-1 Light Industrial and Office District to I-2 Limited Industrial District and Special Use-Site Plan Approval for Hazardous Materials Storage)

Plan Commission Meeting – April 28, 2016

Village Board Meeting – May 16, 2016



**Existing conditions along Abbott Drive
(looking south)**

Dynomax – 230 W. Palatine Road

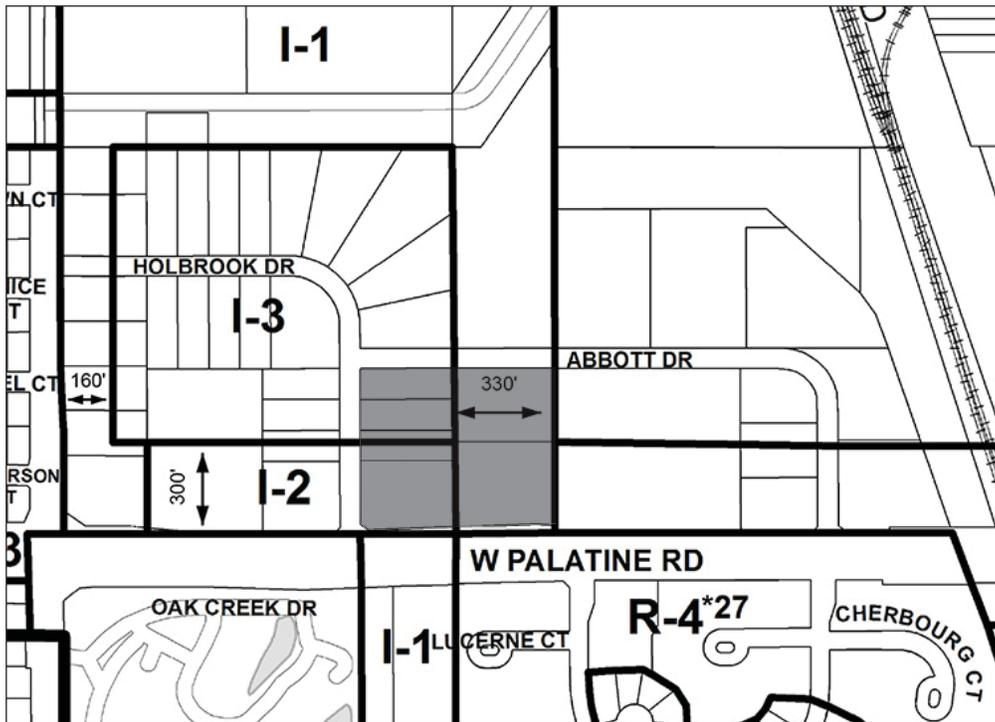
Docket No. 2016-8A&B (Rezoning a portion of the site from I-1 Light Industrial and Office District to I-2 Limited Industrial District and Special Use-Site Plan Approval for Hazardous Materials Storage)

Plan Commission Meeting – April 28, 2016

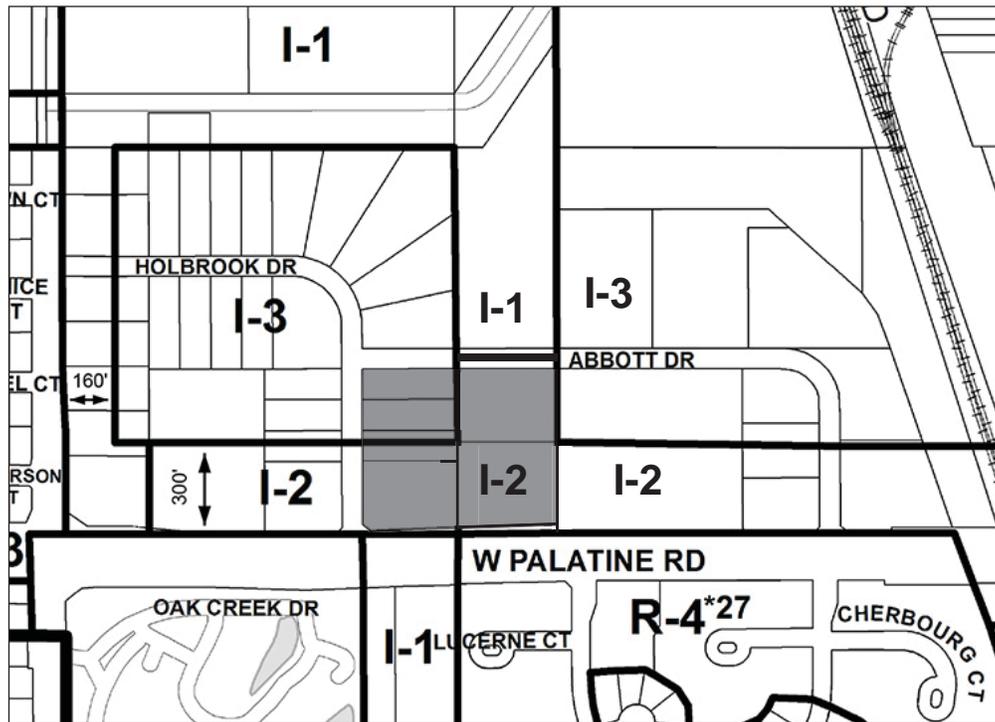
Village Board Meeting – May 16, 2016



**Existing conditions of eastern property line
(looking west)**



EXISTING ZONING
(I-1, I-2, AND I-3)



PROPOSED ZONING
(REZONE I-1 PORTION TO I-2)

230 Palatine Drive, Wheeling, Illinois
Operations and Special Use Details

Dynomax, Inc. seeks a Special Use Permit for the storage of Hazardous Materials at the Subject Property, which is available as a Special Use under I-2 Zoning.

Dynomax, Inc. currently operates three facilities near the subject property, but seeks to consolidate these into a single facility to improve manufacturing process efficiency, resource utilization, and reduce expenses. Like Dynomax, Inc.'s existing locations, the facility will be used for manufacturing and assembly of high-precision machined parts. Specifically, the activities which will take place at the facility include connector component manufacturing, metal component machining, plastic and silicone rubber injection molding, manufacturing of injection mold tooling, manufacturing equipment automation and assembly, machine tool spindle design and assembly, and metal finishing and coatings for military and aerospace applications.

As part of its operations at the subject property, Dynomax, Inc. must store certain chemicals at the facility that are necessary for its manufacturing and assembly processes. As it does with all of its current facilities, Dynomax, Inc. will exercise the utmost care and regard for safety concerning the storage of any and all chemicals located on the premises. The chemicals that will be located at the facility fall into four categories: strong acids, strong bases, toxic chemicals, and flammable materials. Examples of strong acids that will be kept at the subject property include nitric and sulfuric acid, which are typically stored in 5 gallon containers. Strong bases that will be kept at the facility include sodium hydroxide, which is also stored in 5 gallon containers. Strong acids and bases are kept segregated from each other in location B and C of the attached site plan of the metal finishing area. Toxic materials, including various chemicals containing hexavalent chromium, are stored in containers of up to 55 gallons. Flammable materials, including acetone, MEK, and isopropanol, are stored in 5 gallon containers in location A of the attached site plan of the metal finishing area. Flammable materials are kept in a steel room with explosion proof electrical fixtures, sprinklers, and containment berms. All chemical are stored safely in designated areas and isolated from forklift traffic. Dynomax, Inc. endeavors not to store these materials on site unless necessary and Dynomax, Inc. will not place orders for chemicals until a need is present.

Dynomax, Inc. employees undergo extensive safety training and are highly knowledgeable about the chemicals employed at the facility. All Dynomax, Inc. employees are educated on the chemicals located at the facility and the appropriate personal protective equipment for handling them. Employees are taught the procedures to minimize spills and accidents, and cleanup equipment and materials are kept on hand at all times. Dynomax, Inc. maintains strong relationships with outside parties, including the Fire Department, in the event emergency help is required.

As part of its operations, Dynomax, Inc.'s manufacturing and assembly processes do generate some waste water and air emissions. However, Dynomax, Inc. employs the highest grade filtration systems at its facilities in order to combat and neutralize these emissions. Dynomax, Inc.'s filtration systems are composed of two groups: (i) waste water filtration, and

(ii) air emissions filtration. The on-site waste water filtration system treats the majority of waste water generated at the facility using specialized equipment designed specifically for the application. Specifically, the system treats waste water containing dilute chromium that is used in rinse tanks and one chemical process tanks which contains small quantities of chromium. The dilute chromium waste water is treated in a four stage process. First, the water is filtered through several stages of mechanical filters ranging from 200 um to 10 um. These filters remove any solid particles suspended in the water. Second, the water is filtered through ion exchange cylinders containing a charged resin. As a result of having an opposite ionic charge, the charged resin attracts hexavalent chrome to it. These cylinders are then shipped offsite to be cleaned according to EPA/manufacturer's requirements. Third, water is filtered through cylinders with a special media to remove trivalent chrome, which functions similarly to ion exchange cylinders by attracting trivalent chrome. These cylinders are also shipped offsite to be cleaned according to EPA standards and the manufacturer's requirements. Fourth, the pH level of the water is adjusted to neutral before being discharged into the municipal sewer.

As a result of the four-stage water filtration process, any water discharged from the facility contains less chromium and other metals than standard tap water. Moreover, waste water from the facility is collected by an independent third-party every six months to be tested for compliance with EPA and local government regulations. Any waste water that cannot be treated in house is transported to specialists capable of either treating or disposing of the waste water. Dynamax, Inc. keeps shipping manifests for all waste water transported offsite, and these manifests are permanently kept on file at the facility to ensure compliance with regulations. Air and exhaust emissions are filtered using air scrubbers manufactured by MAPCO. These air scrubbers employ water mists, fiberglass mesh pad filters, and heap filters to remove any exhaust emissions. Like the water filtration systems, the air exhaust filtration system is tested annually by an independent third-party. The results of these tests are sent to several government agencies to ensure compliance with EPA and local government regulation regarding air cleanliness.

Dynamax, Inc. carries a sterling reputation for safety and a history of prudent and responsible management of its facilities. Through a combination of training, preparation, and implementation of inherently safe procedures, Dynamax, Inc. endeavors to minimize any risk associated with its manufacturing and assembly processes. With approval of the proposed rezoning for the subject property, Dynamax, Inc. looks forward to growing its relationship with the Village of Wheeling and continuing to be a part of the local business community.

Exhibit received April 5, 2016



SCIENTIFIC CONTROL LABORATORIES, INC.
TESTING • CONSULTING

January 14, 2016

Stephen Toth
Dynamax, Inc.
708 Armstrong Drive
Buffalo Grove, Illinois 60089

Re: Potential Air Emissions from Proposed Wheeling Facility

Dear Mr. Toth,

In response to your request, based on the air emission testing that we conducted at your current facility in Buffalo Grove in 2014 and 2015, we can conclude that your Buffalo Grove facility meets both state and federal air quality standards and regulations and there is no reason to believe that these compliant emissions won't be the same at your proposed Wheeling facility if the same process and pollution control equipment is installed and operated in the same manner as it currently is at your Buffalo Grove facility.

If you have any questions, please do not hesitate to call me at 773-254-2406 ext. 26.

Respectfully submitted,



Jeffrey Zak
Engineering Services

Exhibit received March 18, 2016



SURVEYOR INFORMATION
Sarko Engineering Inc.
 ILLINOIS AND WISCONSIN
 Professional Land Surveyors
 847 Highway JG
 Mt. Horeb, WI 53572
 Phone: (608) 832-6297
 Fax: (608) 832-6349
 E-mail: rsarko@mhtc.net

ALTA/ACSM LAND TITLE SURVEY



Legend of Symbols & Abbreviations

- | | | | | | |
|--|----------------------|--|-------------------------------|--|----------------------------|
| | Power Pole | | Flag Pole | | Storm Manhole |
| | Power Pole w/Light | | Sign (As Noted) | | Storm Inlet (Square) |
| | Light Pole | | Well Head | | Storm Inlet (Round) |
| | Telephone Pole | | Satellite Dish | | Curb Storm Inlet |
| | Guy Wire | | Tower | | Storm Pipe |
| | Sight Light | | Water Valve | | Sanitary Sewer |
| | Ground Light | | Fire Hydrant | | Sanitary Clean Out |
| | Electric Manhole | | Siamese Fire Hydrant | | Gas Valve |
| | Telephone Manhole | | Water Manhole | | Gas Manhole |
| | Telephone Pedestal | | Water Meter Pit | | Gas Meter |
| | Electric Meter | | Water Meter | | Gas Marker |
| | Cable Box | | Sprinkler Head | | Indicates Mutual Ownership |
| | Air Conditioner Unit | | Indicates Handicapped Parking | | Tree (As Noted) |
| | Railroad Signals | | | | |
- TS TRAFFIC SIGNAL MANHOLE
 ☆ TRAFFIC SIGNAL LIGHTPOLE
X.X' DENOTES DISTANCE FROM BUILDING CORNER TO PROPERTY LINE
X.X' DENOTES DISTANCE FROM BUILDING CORNER TO BUILDING SIDELINE
 (X.X) DENOTES RECORD DATA

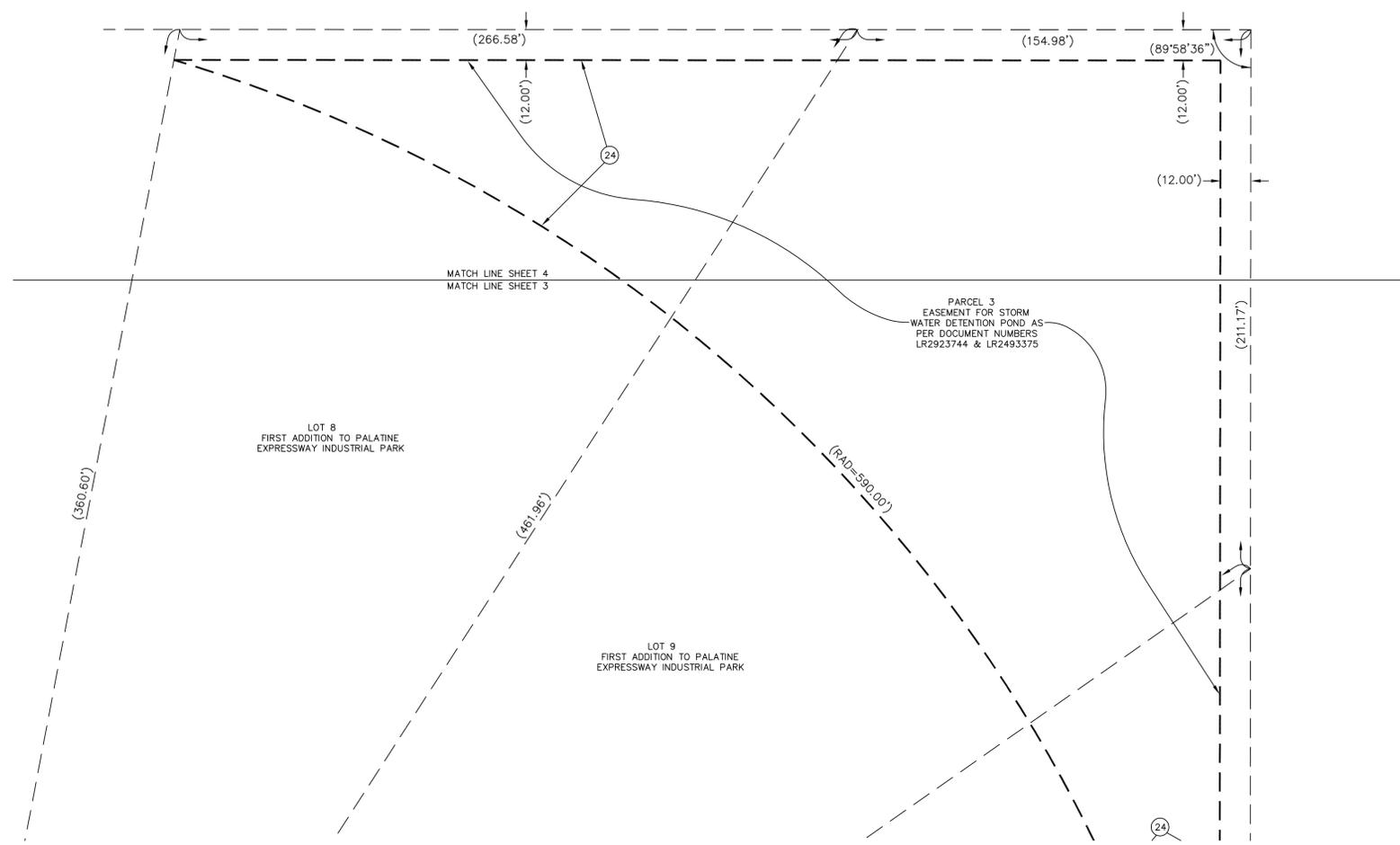
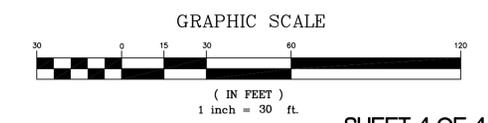


Exhibit received March 18, 2016



SHEET 4 OF 4

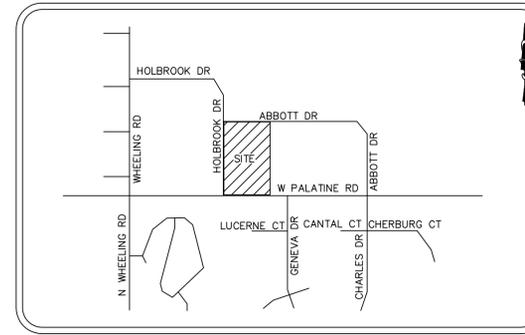
PREPARED FOR:
SCHOENBERG FINKEL NEWMAN & ROSENBERG LLC
 222 SOUTH RIVERSIDE PLAZA, SUITE 2100
 CHICAGO, ILLINOIS 60606

PREPARED BY:
Sarko Engineering Inc.
ILLINOIS AND WISCONSIN PROFESSIONAL LAND SURVEYORS
 847 HIGHWAY JG, MT. HOREB, WI (608)832-6297 FAX: (608)832-6349
 EMAIL: RSARKO@MHTC.NET

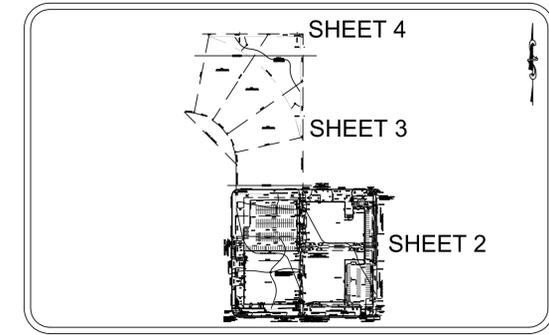
DRWN BY: VPS	REVISION 1:
APRVD BY: RFS	REVISION 2:
DATE: 8-2-2012	
SCALE: 1"=30'	
PROJECT ADDRESS: 230 West Palatine Rd	
PROJECT LOCATION: Wheeling, IL	
PROJECT NAME: Cuno Packaging Corp.	
JOB NUMBER: 42070	

SURVEYOR INFORMATION
Sarko Engineering Inc.
 ILLINOIS AND WISCONSIN
 Professional Land Surveyors
 847 Highway 30
 Mt. Horeb, WI 53572
 Phone: (608) 832-6297
 Fax: (608) 832-6349
 E-mail: rsarko@mhct.net

ALTA/ACSM LAND TITLE SURVEY



Vicinity Map
(Not to Scale)



Key Map
(Not to Scale)

Miscellaneous Notes

- All measured and recorded dimensions are the same unless noted otherwise.
- There is no visible evidence of cemeteries or burial grounds on the subject property.
- No monuments shown have identification numbers.
- There was no observable evidence of earth moving work, building construction or building additions within recent months.
- There were no changes in street right of way lines either completed or proposed, and available from the controlling jurisdiction.
- There was no observable evidence of recent street or sidewalk construction or repairs.
- There was no observable evidence of site use as a solid waste dump, sump or sanitary landfill.
- The utility locations shown hereon were determined by observable above ground evidence only. The surveyor was not provided with underground plans or above ground markings to determine any subsurface locations.
- The subject property has access to dedicated public rights-of-way via drive entrances to and from Holbrook Drive, West Palatine Road and Abbott Drive as shown hereon.

BASIS OF BEARINGS:

All bearings are referenced to the East line of Lots 1A and 1B, Clinton Resubdivision of Lot 1 of Clinton Subdivision, Village of Wheeling, Cook County, Illinois recorded September 19, 1977 as Document Number LR-2967919, having a recorded bearing of 500 degrees 02'35"W.

LOT AREA:	PARKING NOTE:
322,425 square feet	203 Regular spaces
7,4019 acres	10 Handicap spaces
	213 Total spaces

Record Legal Description

PARCEL ONE:
 LOT ONE "A" AND LOT ONE "B" IN CLINTON RESUBDIVISION OF LOT 1 OF CLINTON SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY ON SEPTEMBER 19, 1977 AS DOCUMENT NUMBER LR2967919, IN COOK COUNTY, ILLINOIS.
 PARCEL TWO:
 LOTS 13, 14, 15 AND 16 IN FIRST ADDITION TO PALATINE EXPRESSWAY INDUSTRIAL PARK BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY ON FEBRUARY 27, 1970 AS DOCUMENT NUMBER LR-2493375.
 EXCEPT FROM LOT 16, AFORESAID, THAT PART TAKEN BY DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS, IN CASE NO. 03 L 050027 (FINAL JUDGMENT ORDER RECORDED AUGUST 10, 2004 AS DOCUMENT NO. 0422310075), AND DESCRIBED AS FOLLOWS:
 BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 16; THENCE ON AN ASSUMED BEARING NORTH 0 DEGREES 00 MINUTES 52 SECONDS WEST ON THE WEST LINE OF SAID LOT 16, 42.00 FEET; THENCE SOUTH 51 DEGREES 41 MINUTES 11 SECONDS EAST, 30.61 FEET; THENCE NORTH 87 DEGREES 56 MINUTES 49 SECONDS EAST, 544.59 FEET; THENCE SOUTH 88 DEGREES 07 MINUTES 17 SECONDS EAST, 61.54 FEET TO THE EAST LINE OF SAID LOT 1A; THENCE SOUTH 0 DEGREES 01 MINUTE 07 SECONDS EAST ON SAID EAST LINE 59.92 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1A; THENCE SOUTH 89 DEGREES 56 MINUTES 46 SECONDS WEST ON THE SOUTH LINE OF SAID LOT 1A, 629.77 FEET TO THE POINT OF BEGINNING.
 PARCEL THREE:
 NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS, PARTY WALL, UTILITIES, SUPPORT AND CONSTRUCTION, MAINTENANCE, REPAIR AND RECONSTRUCTION OF IMPROVEMENTS AS CREATED, DEFINED AND LIMITED BY THE FOLLOWING DOCUMENTS: LR2923744, LR3024589 AND LR2493375 FOR THE BENEFIT OF THE LAND DESCRIBED THEREIN.

Items Corresponding to Schedule B

- A 20.00 foot wide Utility Easement contained in Deed recorded as Document Number LR-2759361. This item is not plotted hereon as it does not affect the subject property. Said easement falls within lands taken by the Illinois Department of Transportation as per Final Judgement Order recorded August 10, 2004 as Document Number 0422310075.
- A 12.00 foot wide Public Utility and Drainage Easement as shown on plat of Clinton Subdivision recorded March 1, 1977 as Document Number LR-2923744 and as shown on plat of Clinton Resubdivision of Lot 1 of Clinton Subdivision recorded September 19, 1977 as Document Number LR-2967919. This item is plotted hereon and does affect the subject property.
- A 17.00 foot Building Setback Line as shown on plat of Clinton Resubdivision of Lot 1 of Clinton Subdivision recorded September 19, 1977 as Document Number LR-2967919. This item is plotted hereon and does affect the subject property.
- A 6.00 foot wide Public Utility Easement contained in Deed recorded as Document Number LR-2967921. This item is plotted hereon as said easement is shown on Lot 1A on the plat of Clinton Resubdivision of Lot 1 of Clinton Subdivision recorded September 19, 1977 as Document Number LR-2967919. This item does affect the subject property. This office has not been provided with a copy of said Document Number LR-2967921.
- Covenants, Conditions and Restrictions contained in Deed recorded as Document Number LR-2967921 and Release recorded as Document Number LR-3024586. This item is not plotted hereon as a copy of said Document Number LR-2967921 has not been provided to this office. Therefore, we are unable to determine if this item affects the subject property. This office has been provided with a copy of said Release recorded as Document Number LR-3024586 and the 17.00 foot Building Setback Line along the West line of Lot 1A is not shown hereon as per said Release document.
- Declaration of Easement recorded June 15, 1978 as Document Number LR-3024589. This item is plotted hereon and does affect the subject property.
- A 50.00 foot Building Setback Line as shown on plat of Clinton Resubdivision of Lot 1 of Clinton Subdivision recorded September 19, 1977 as Document Number LR-2967919. This item is plotted hereon and does affect the subject property.
- A 35.00 foot Building Setback Line as shown on plat of Clinton Resubdivision of Lot 1 of Clinton Subdivision recorded September 19, 1977 as Document Number LR-2967919. This item is plotted hereon and does affect the subject property.
- A 6.00 foot wide Public Utility Easement contained in Deed recorded as Document Number LR-2974700. This item is plotted hereon as said easement is shown on Lot 1B on the plat of Clinton Resubdivision of Lot 1 of Clinton Subdivision recorded September 19, 1977 as Document Number LR-2967919. This item does affect the subject property. This office has not been provided with a copy of said Document Number LR-2974700.
- Covenants, Conditions and Restrictions contained in Deed recorded as Document Number LR-2974700 and Release recorded as Document Number LR-3024587. This item is not plotted hereon as a copy of said Document Number 2974700 has not been provided to this office. Therefore, we are unable to determine if this item affects the subject property. This office has been provided with a copy of said Release recorded as Document Number LR-3024587. said Release document releases the 17.00 foot Building Setback Line along the West line of Lot 1A.
- A 12.00 foot Public Utility and Drainage Easement and Reservations as shown on plat of First Addition to Palatine Expressway Industrial Park recorded February 27, 1970 as Document Number LR-2493375. This item is plotted hereon and does affect the subject property.
- Reservation of Easement for Storm Water Detention Pond as shown on plat of First Addition to Palatine Expressway Industrial Park recorded February 27, 1970 as Document Number LR-2493375. This item does not affect the subject property. This item does benefit the subject property.
- A Sanitary Sewer Easement recorded as Document Number LR-2534533. This item is not plotted hereon as it does not affect the subject property.
- Covenants, Conditions and Restrictions contained in Deed recorded as Document Number LR-2659356. This item is plotted hereon and does affect the subject property.
- A 17.00 foot Building Setback Line and Public Utility Easement Reservation contained in Deed recorded as Document Number LR-2659356. This item is plotted hereon and does affect the subject property.
- A 35.00 foot Building Setback Line and Public Utility Easement Reservation contained in Deed recorded as Document Number LR-2659356. This item is plotted hereon and does affect the subject property.
- Covenants, Conditions and Restrictions contained in Deed recorded as Document Number LR-2493803. This item is plotted hereon and does affect the subject property.
- A 17.00 foot Building Setback Line and Public Utility Easement Reservation contained in Deed recorded as Document Number LR-2493803. This item is plotted hereon and does affect the subject property.
- A 35.00 foot Building Setback Line and Public Utility Easement Reservation contained in Deed recorded as Document Number LR-2493803. This item is plotted hereon and does affect the subject property.
- A 50.00 foot Building Setback Line and Public Utility Easement Reservation contained in Deed recorded as Document Number LR-2493803. This item is plotted hereon and does affect the subject property.
- Plat of Vacation recorded January 17, 1978 as Document Number LR-299653. This item is not plotted hereon as a copy of the subject document has not been provided to this office. Therefore, we are unable to determine if this item affects the subject property.

Statement of Encroachments

- A wooden fence encroaches from 35.6 to 36.2 feet South of the South property line into the West Palatine Road right of way.
- A concrete walk encroaches from 0.0 to 5.6 feet South of the South property line into the West Palatine Road right of way.
- The 2 story brick, concrete and stucco building encroaches into a 17.00 foot Building Setback Line and Public Utility Easement Reservation contained in Deed recorded as Document Number LR-2659356.
- The 2 story brick, concrete and stucco building encroaches into a 12.00 foot Public Utility and Drainage Easement and Reservation as shown on plat of First Addition to Palatine Expressway Industrial Park recorded February 27, 1970 as Document Number LR-2493375.
- The 2 story brick, concrete and stucco building encroaches into a 17.00 foot Building Setback Line and Public Utility Easement Reservation contained in Deed recorded as Document Number LR-2493803.
- The 2 story brick, concrete and stucco building encroaches into a 12.00 foot wide Public Utility and Drainage Easement as shown on plat of Clinton Subdivision recorded March 1, 1977 as Document Number LR-2923744 and as shown on plat of Clinton Resubdivision of Lot 1 of Clinton Subdivision recorded September 19, 1977 as Document Number LR-2967919.
- The 2 story brick, concrete and stucco building encroaches into a 17.00 foot Building Setback Line as shown on plat of Clinton Resubdivision of Lot 1 of Clinton Subdivision recorded September 19, 1977 as Document Number LR-2967919.
- The 2 story brick, concrete and stucco building encroaches into a 6.00 foot wide Public Utility Easement shown on the plat of Clinton Resubdivision of Lot 1 of Clinton Subdivision recorded September 19, 1977 as Document Number LR-2967919.
- A concrete walk encroaches from 0.0 to 6.8 feet South of the South property line into the West Palatine Road right of way.

Legend of Symbols & Abbreviations

Power Pole	Flag Pole	Storm Manhole
Power Pole w/Light	Sign (As Noted)	Storm Inlet (Square)
Light Pole	Well Head	Storm Inlet (Round)
Telephone Pole	Satellite Dish	Curb Storm Inlet
Guy Wire	Tower	Storm Pipe
Sight Light	Water Valve	Sanitary Sewer
Ground Light	Fire Hydrant	Sanitary Clean Out
Electric Manhole	Siamese Fire Hydrant	Gas Valve
Telephone Manhole	Water Manhole	Gas Manhole
Telephone Pedestal	Water Meter Pit	Gas Meter
Electric Meter	Water Meter	Gas Marker
Cable Box	Sprinkler Head	Indicates Mutual Ownership
Air Conditioner Unit	Indicates Handicapped Parking	Tree (As Noted)
Railroad Signals		
	TRAFFIC SIGNAL MANHOLE	
	TRAFFIC SIGNAL LIGHTPOLE	
	DENOTES DISTANCE FROM BUILDING CORNER TO PROPERTY LINE	
	DENOTES DISTANCE FROM BUILDING CORNER TO BUILDING SIDELINE	
	DENOTES RECORD DATA	

Zoning Data

This office has not been provided with the applicable zoning information for the subject property, by the insurer, pursuant to Table A Item 6(b).

New Measured Legal Description

Lots 13, 14, 15 and part of Lot 16, First Addition to Palatine Expressway Industrial Park and Lot 1B and part of Lot 1A, Clinton Resubdivision of Lot 1 of Clinton Subdivision, Village of Wheeling, Cook County, Illinois being more particularly described as follows:
 Beginning at the Northeast corner of said Lot 1B; thence S00 degrees 02'35"W, 505.51 feet; thence N88 degrees 02'49"W, 61.33 feet; thence S88 degrees 01'17"W, 544.59 feet; thence N51 degrees 36'43"W, 30.86 feet; thence N00 degrees 02'43"E, 503.05 feet; thence N89 degrees 59'55"E, 629.73 feet to the point of beginning.
 Contained within said bounds 322,425 square feet or 7.4019 acres.
 This description describes all the land described as Parcel One and Parcel Two in the title commitment identified as Chicago Title Insurance Company Commitment Number 1401 008887404 having an effective date of February 17, 2012.

Surveyor's Certification

To: Cano Packaging Corp.; Ronald R. Lemmon Declaration of Trust u/l/a October 6, 1998; First Bank & Trust; Chicago Title Insurance Company; and U.S. Small Business Administration/Small Business Growth Corporation
 This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 2, 3, 4, 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 11(a), 13, 14, 16, 17 & 18 of Table A thereof. The field work was completed on August 2, 2012.

Roland Sarko

Roland F. Sarko
 Licensed Illinois Professional Land Surveyor
 License Number: 035-002401
 License Expires: 11-30-2012
 Date of Survey: 8-2-2012
 Date of Last Revision: 8-2-2012



FLOOD NOTE: By graphic plotting only, this property is in Zone X of the Flood Insurance Rate Map, Community Panel No. 17031C 0206 J, which bears an effective date of 8-19-2009 and is not in a Special Flood Hazard Area. By telephone call dated 8-1-2012 to the National Flood Insurance Program (800-638-6620) we have learned this community does currently participate in the program. No field surveying was performed to determine this zone and an elevation certificate may be needed to verify this determination or apply for a variance from the Federal Emergency Management Agency.

Exhibit received March 18, 2016

PREPARED FOR:
SCHOENBERG FINKEL NEWMAN & ROSENBERG LLC
 222 SOUTH RIVERSIDE PLAZA, SUITE 2100
 CHICAGO, ILLINOIS 60606

PREPARED BY:
Sarko Engineering Inc.
 ILLINOIS AND WISCONSIN PROFESSIONAL LAND SURVEYORS
 847 HIGHWAY 30, MT. HOREB, WI 53572
 PH: (608) 832-6297 FAX: (608) 832-6349
 EMAIL: RSARKO@MHCT.NET

DRWN BY: VPS	REVISION 1:
APRVD BY: RFS	
DATE: 8-2-2012	REVISION 2:
SCALE: 1"=30'	
PROJECT ADDRESS: 230 West Palatine Rd	
PROJECT LOCATION: Wheeling, IL	
PROJECT NAME: Cano Packaging Corp.	
JOB NUMBER: 42070	

Sarko Engineering Inc.
 ILLINOIS AND WISCONSIN
 Professional Land Surveyors
 847 Highway JG
 Mt. Horeb, WI 53572
 Phone: (608) 832-6297
 Fax: (608) 832-6349
 E-mail: rsarko@mhlc.net

ALTA/ACSM LAND TITLE SURVEY

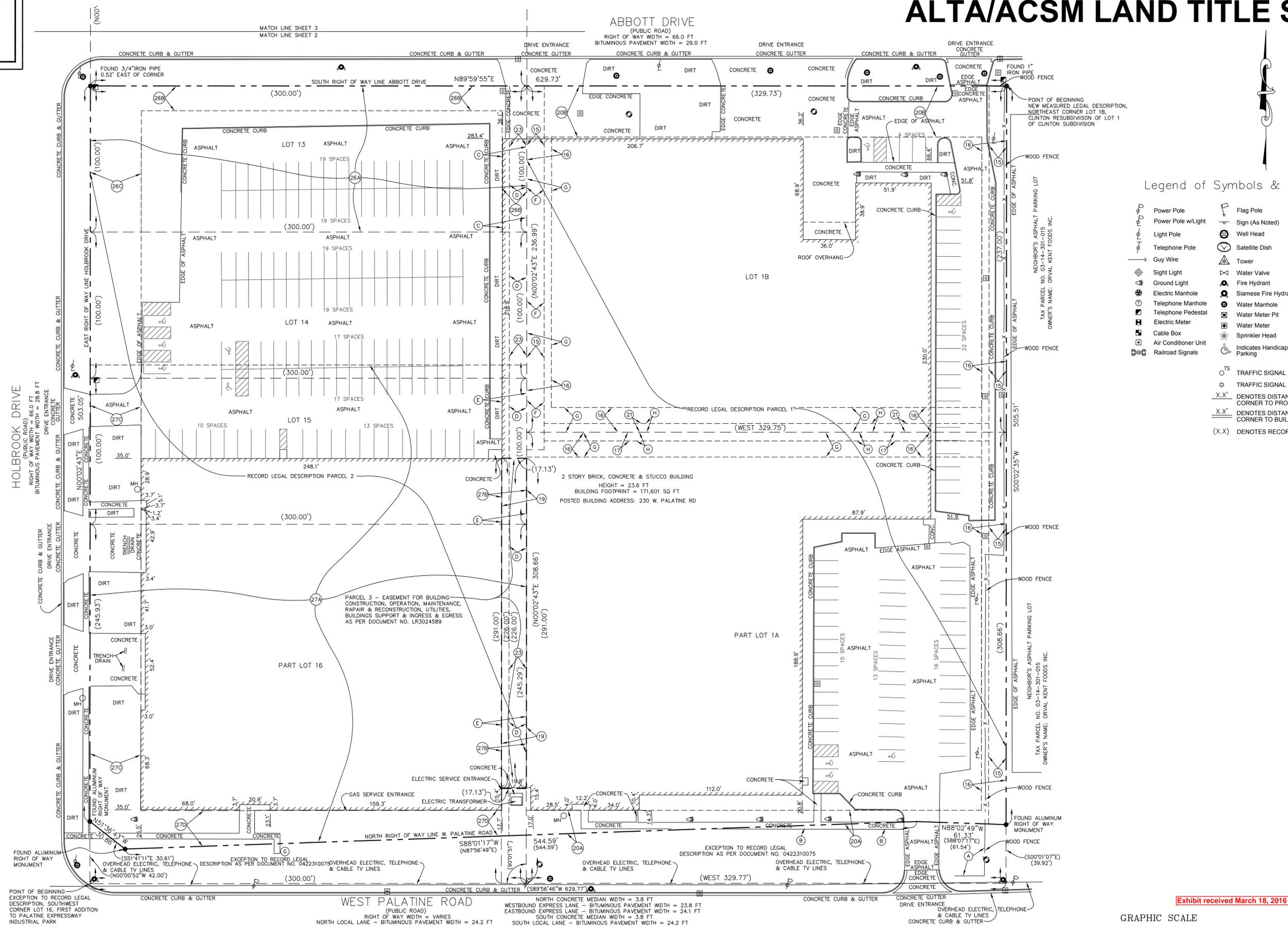
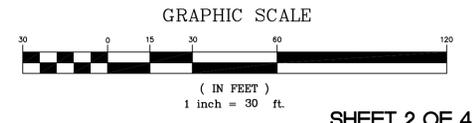


Exhibit received March 18, 2016

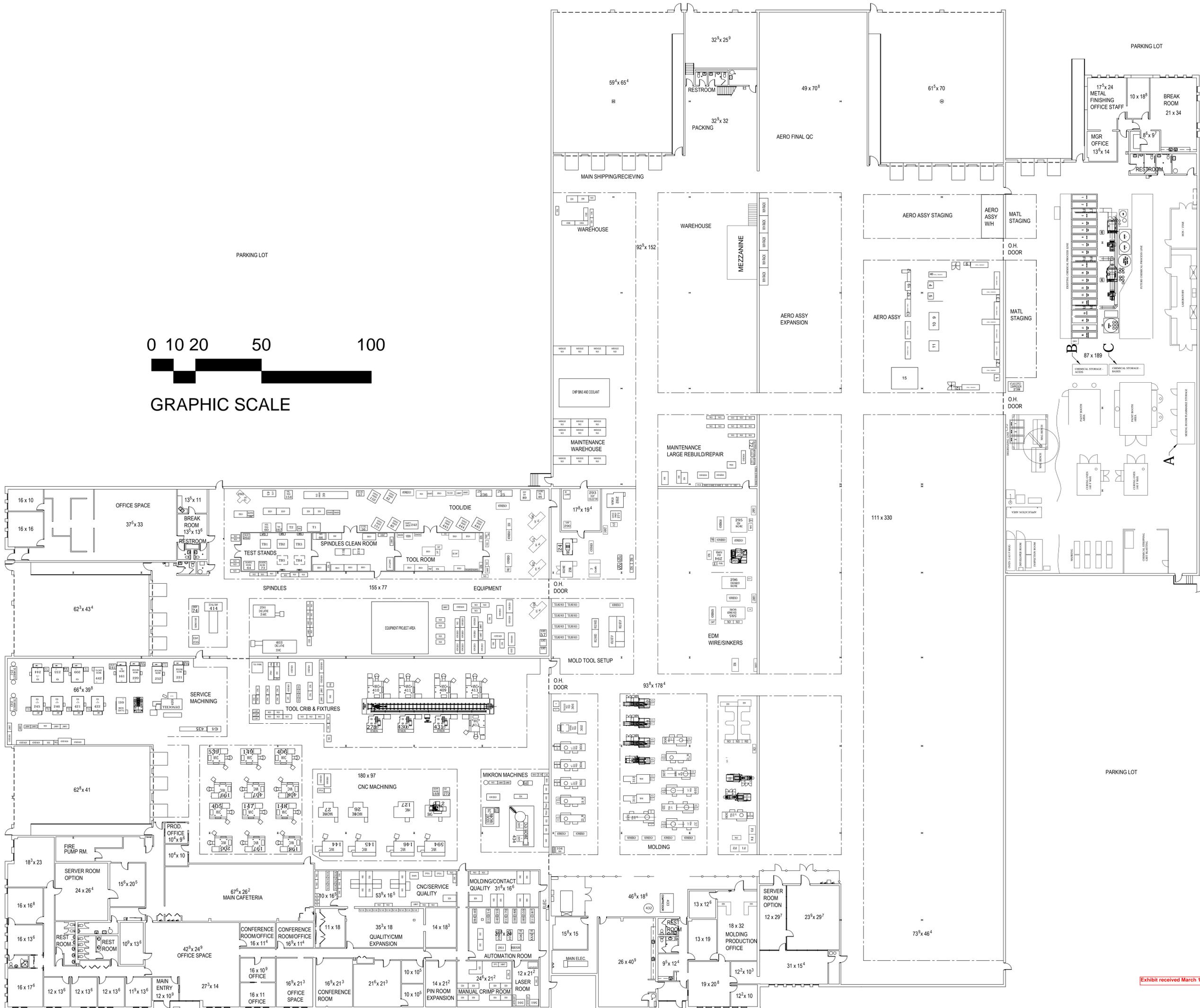
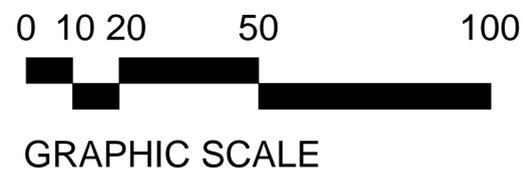


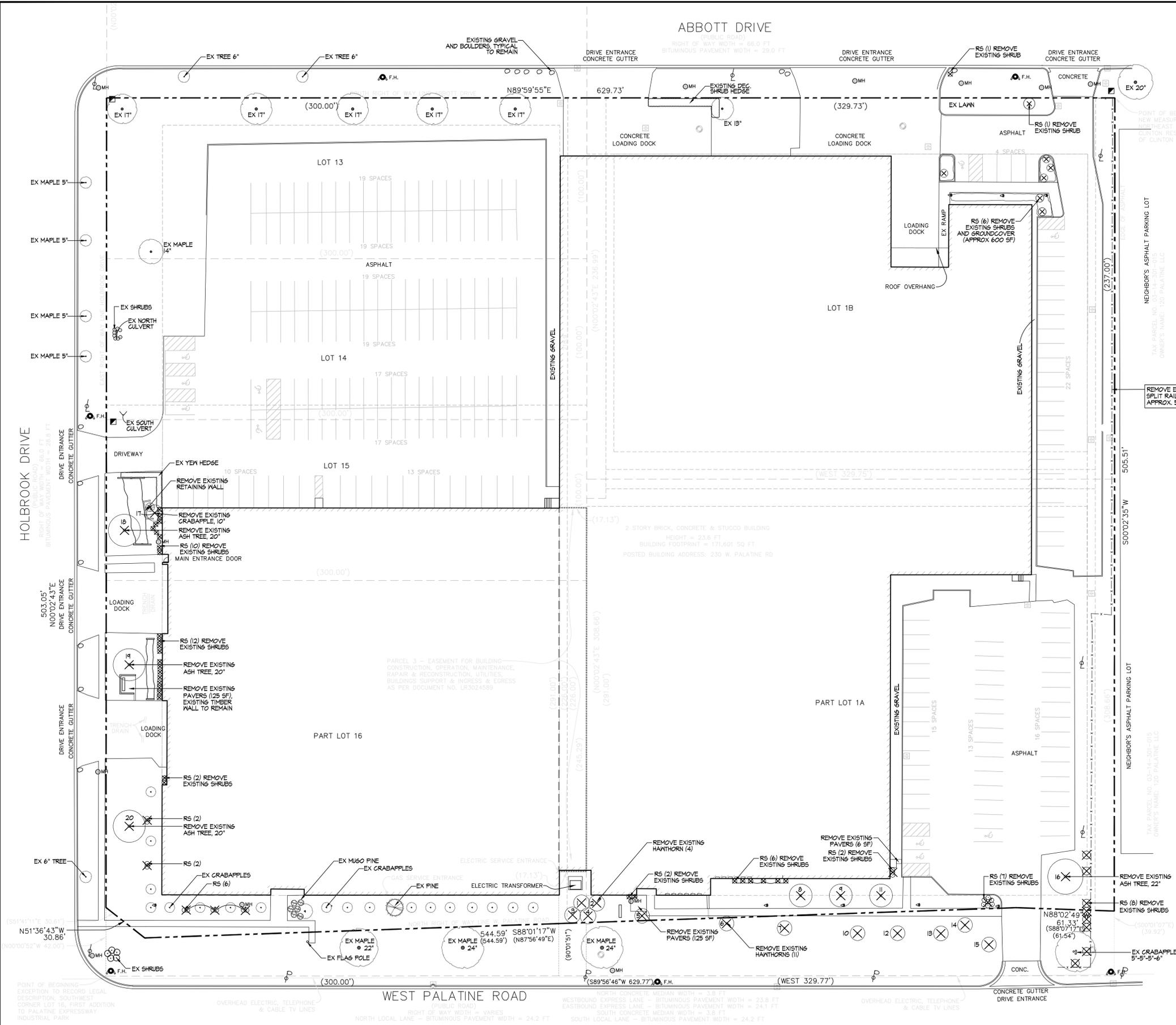
PREPARED FOR:
SCHOENBERG FINKEL NEWMAN & ROSENBERG LLC
 222 SOUTH RIVERSIDE PLAZA, SUITE 2100
 CHICAGO, ILLINOIS 60606

PREPARED BY:
Sarko Engineering Inc.
 ILLINOIS AND WISCONSIN PROFESSIONAL LAND SURVEYORS
 847 HIGHWAY JG, MT. HOREB, WI 53572
 PHONE: (608) 832-6297 FAX: (608) 832-6349
 E-MAIL: RSARKO@MHLC.NET

DRWN BY: VPS
 APRVD BY: RFS
 DATE: 8-2-2012
 PROJECT ADDRESS: 230 West Palatine Rd
 PROJECT LOCATION: Wheeling, IL
 PROJECT NAME: Cano Packaging Corp.
 JOB NUMBER: 42070

REVISION 1:
 REVISION 2:





GENERAL NOTES:

- The following notes apply to all contractors:
- In general, contractor shall become familiar with the site and with scope of work prior to the submission of bid proposal and should notify Landscape Architect (LA) and/or owner of any discrepancies between the drawings and existing site conditions.
- Bid Proposal shall show unit prices and quantities for all items shown on this drawing.
- Contractor shall follow and conform to the city of Wheeling, IL building codes.
- Job site safety and means and methods of construction are the responsibility of the Contractor.
- Contractor shall excavate and dispose of excavated materials off site.
- Contractor shall be responsible for any damage to house or site as a result of executing the work which is part of this contract or additional work which may be added to this contract at a later date.
- Site shall be kept clean at all times and shall be thoroughly cleaned at the end of each working day.
- Driveways shall be unobstructed at all times and consideration for the neighboring properties maintained.
- Determine and verify exact locations of all underground utilities in the field before work begins. Call JULIE 1-800-892-0123 (48 hours) before you dig, excluding Saturdays, Sundays, and holidays.
- Plants and other materials are quantified and summarized for the convenience of the owner and jurisdictional agencies only. Confirm and install sufficient quantities to complete the work as drawn.
- Landscape Architect not responsible for installation permits unless otherwise noted.
- Landscape Contractor to stake all property line corners before work begins.

Removal Notes

- Tree Removal.** Within the outlined project area, all trees listed will be removed by use of suitable equipment.
- Protection of property.** Contractor shall take all necessary precautions to eliminate damage to adjacent trees and shrubs, lawns, curbs, walks, and other site fixtures. Sidewalks, curbs, streets irrigation heads and manhole structures shall always be protected from the impact of falling wood by use of the tree or limb ground supports. Ropes or other mechanical devices shall be used to lower all limbs of sufficient size that may cause damage to other trees or surrounding public or private property.
- Site Cleanup.** Contractor shall clean up the site and remove and dispose of all debris at the end of each day's operation. Site cleanup shall include removal of sawdust, small twigs, chips, leaves, trunks and limbs from the street, curb, parkway, sidewalk, private lawns and driveways with appropriate tools for the job.
- Removal of stumps.** Contractor shall remove all tree stumps and buttress roots to a point twelve inches (12") below the adjacent ground level. Additionally, contractor shall remove sufficient subsurface roots so as may be necessary to eliminate "humps" in the lawn area adjacent to the stump. The area then shall be restored with topsoil to the level of the adjoining grade and seeded unless otherwise specified.

Tree Protection Notes:

- All existing trees to remain shall be protected during any re-paving or heavy construction on the building.
- Temporary barriers necessary for the preservation of the existing plant materials as approved by the Department of Building and Zoning shall be installed prior to the issuance of any land development permit.
- Wooden lath snow fencing, brightly colored plastic construction fencing or other alternative barrier approved by the Commissioner of Building and Zoning shall be installed at the periphery of the tree's drip line or beyond. The barrier shall be a minimum of forty-eight (48) inches in height and must be securely anchored to fence posts a minimum distance of five (5) feet on center.
- Arborist to root prune at protection fence line at time of fence installation where proposed grading or hardscape will damage or interfere with root pruning.
- Grading and construction equipment is prohibited from encroaching beyond the tree protection fenced area.
- Crushed limestone or any other material which may be detrimental to trees shall not be discarded or placed within the drip line of any tree nor shall material be located at an elevation to which would contribute runoff of such material toward tree(s).
- Materials or vehicles shall not be stored, driven or parked within the drip line of any trees.
- Utility lines shall be augured to prevent damage to tree root systems when an underground utility line is to be located within five (5) feet of the trunk of a tree designated for preservation. Utility lines located between five (5) feet from trunk to drip line shall be root pruned (see root pruning detail, this sheet).
- Trees to be preserved which have been subjected to activity within the drip line should be selectively pruned or thinned ten (10) percent by an arborist or tree surgeon skilled at the selective thinning procedure. All dead wood shall be removed and ongoing soil care maintenance should be established by a registered arborist.
- Tree trunks and branches shall be protected when construction must occur within a tree drip line.

REMOVAL LIST:

Note: Trees have been numbered on the plan for communication but they are not tagged in the field.

Tree #	Description / Botanic Name	Common Name	Qty	Size	Condition	Reason for Removal:
1	Crataegus	Hawthorn	1	8"	2	Poor form, condition
2	Crataegus	Hawthorn	1	8"	2	Poor form, condition
3	Crataegus	Hawthorn	1	8"	2	Poor form, condition
4	Crataegus	Hawthorn	1	8"	2	Poor form, condition
5	Crataegus	Hawthorn	1	8"	2	Poor form, condition
6	Crataegus	Hawthorn	1	8"	2	Poor form, condition
7	Crataegus	Hawthorn	1	8"	2	Poor form, condition
8	Crataegus	Hawthorn	1	8"	2	Poor form, condition
9	Crataegus	Hawthorn	1	8"	2	Poor form, condition
10	Crataegus	Hawthorn	1	8"	2	Poor form, condition
11	Crataegus	Hawthorn	1	8"	2	Poor form, condition
12	Crataegus	Hawthorn	1	8"	2	Poor form, condition
13	Crataegus	Hawthorn	1	8"	2	Poor form, condition
14	Crataegus	Hawthorn	1	8"	2	Poor form, condition
15	Crataegus	Hawthorn	1	8"	2	Poor form, condition
16	Fraxinus	Ash	1	22"	1	Emerald Ash Borer (EAB), poor condition
17	Malus	Crabapple	1	12"	1	Poor form, condition
18	Fraxinus	Ash	1	20"	1	Emerald Ash Borer (EAB), poor condition
19	Fraxinus	Ash	1	20"	1	Emerald Ash Borer (EAB), poor condition
20	Fraxinus	Ash	1	20"	1	Emerald Ash Borer (EAB), poor condition
Shrubs	(Varies)	(Varies)	28	(varies)	1-2	Poor form, condition
Misc.	Retaining Wall	-	-	-	-	Falling over
Misc.	Paver Patio	-	125 sf	-	-	Poor condition

Tree #	Description / Botanic Name	Common Name	Qty	Size	Condition	Reason for Removal:
17	Malus	Crabapple	1	12"	1	Poor form, condition
18	Fraxinus	Ash	1	20"	1	Emerald Ash Borer (EAB), poor condition
19	Fraxinus	Ash	1	20"	1	Emerald Ash Borer (EAB), poor condition
20	Fraxinus	Ash	1	20"	1	Emerald Ash Borer (EAB), poor condition
Shrubs	(Varies)	(Varies)	28	(varies)	1-2	Poor form, condition
Misc.	Retaining Wall	-	-	-	-	Falling over
Misc.	Paver Patio	-	125 sf	-	-	Poor condition

Tree #	Description / Botanic Name	Common Name	Qty	Size	Condition	Reason for Removal:
Shrubs	(Varies)	(Varies)	8	(varies)	1-2	Poor form, condition
Groundcvr	(Varies)	(Varies)	600 sf	(varies)	1-2	Poor form, condition

Tree #	Description / Botanic Name	Common Name	Qty	Size	Condition	Reason for Removal:
Misc.	Split Rail Fence	-	550 lf	-	-	Poor condition
Misc.	Pavers at entrance	-	6 sf	-	-	Poor condition

Rating	Rate	Condition
1	Poor-Dead	
2	Fair-Poor	
3	Fair	
4	Good	
5	Excellent	

LANDSCAPE REMOVAL PLAN
 SCALE: 1"=30'-0"
 SEE SHEET: L-1.0 FOR LANDSCAPE PLAN AND NOTES
 L-2.0 FOR DETAILS AND FULL PLANT LIST

CLIENT NAME:
 Michael Martini
 Dymomax, Inc.
 1535 Abbott Drive
 Wheeling, IL 60090

PAMELA SELF
 Landscape Architecture
 One Anne Court
 Hawthorn Woods, IL 60047
 Ph: 847.438.4922

LICENSE # 157.000683
 STAMP:



ARCHITECT:

CIVIL ENGINEER:

GENERAL CONTRACTOR:

DYNAMAX, INC.
 Landscape Plan
 230 West Palatine Rd
 Wheeling, IL 60090

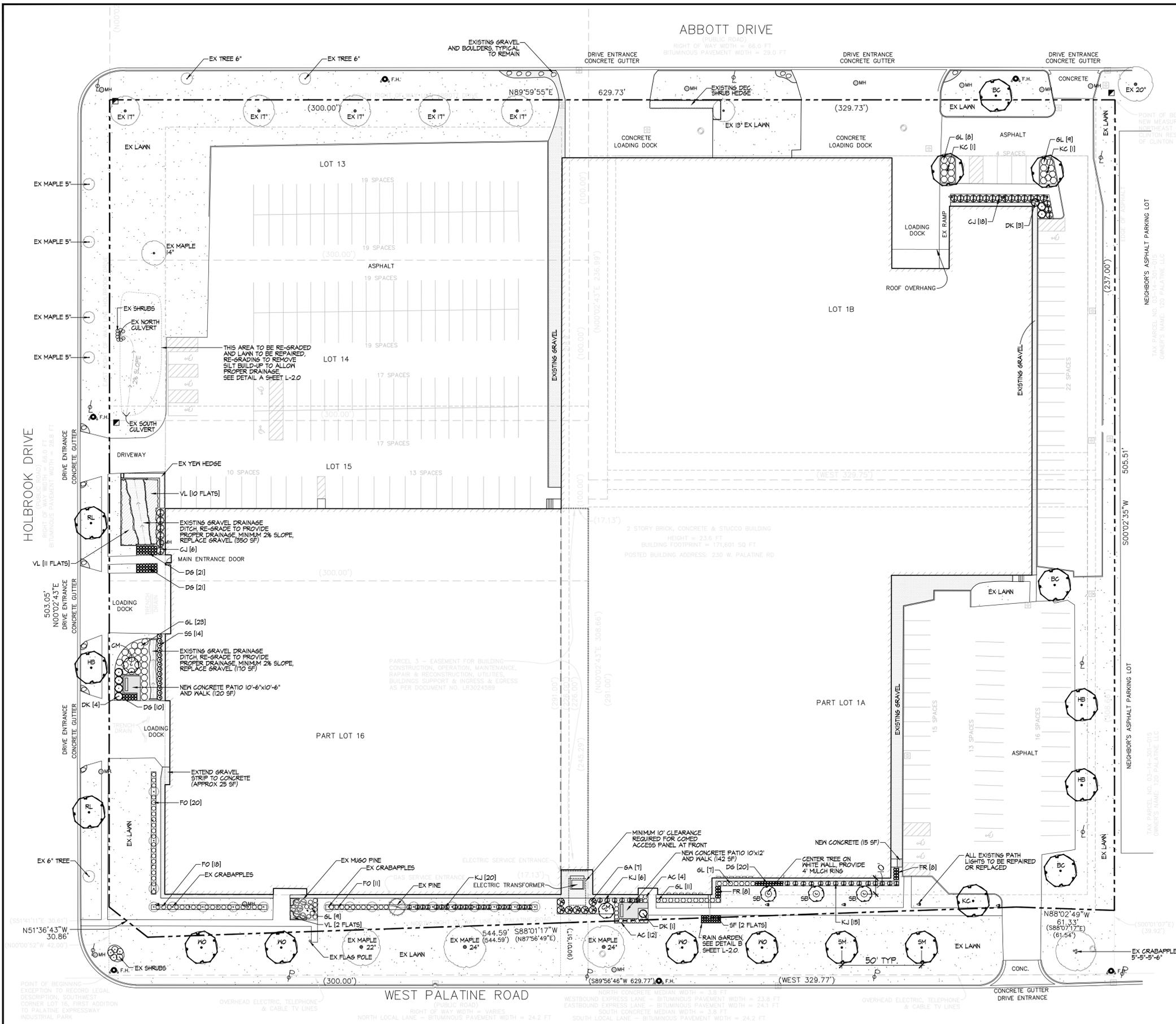
ISSUANCE No.	Date	Description
1	1/28/16	VILLAGE SUBMITTAL

Design by: JRA
 Drawn by: DKS, JRA
 Checked by: PKS
 Start date: 1/28/2016
 Project no.:

REMOVAL PLAN AND NOTES

R01.0

Exhibit received March 18, 2016



GENERAL NOTES:

- The following notes apply to all contractors:
- In general, contractor should become familiar with the site and with scope of work prior to the submission of bid proposal and should notify Landscape Architect (LA) and/or owner of any discrepancies between the drawings and existing site conditions.
 - Bid Proposal shall show unit prices and quantities for all items shown on this drawing.
 - Contractor shall follow and conform to the city of Wheeling, IL building codes.
 - Job site safety and means and methods of construction are the responsibility of the Contractor.
 - Contractor shall excavate and dispose of excavated materials off site.
 - Contractor shall be responsible for any damage to house or site as a result of executing the work which is part of this contract or additional work which may be added to this contract at a later date.
 - Site shall be kept clean at all times and shall be thoroughly cleaned at the end of each working day.
 - Driveways shall be unobstructed at all times and consideration for the neighboring properties maintained.
 - Determine and verify exact locations of all underground utilities in the field before work begins. Call JULIE 1-800-892-0123 (48 hours) before you dig, excluding Saturdays, Sundays, and holidays.
 - Plants and other materials are quantified and summarized for the convenience of the owner and jurisdictional agencies only. Confirm and install sufficient quantities to complete the work as drawn.
 - Landscape Architect not responsible for installation permits unless otherwise noted.
 - Landscape Contractor to stake all property line corners before work begins.

Hardscape Notes

- Grading/Earthwork.** Landscape contractor to re-grade in areas specified on plan and repair the lawn (see landscape notes).
- Concrete patio and walks.** Concrete shall be 4000 PSI mix. Install new 4" thick concrete with light bushed finish, reinforced with 6"x6" welded wire mesh in center of slab. Pour concrete on 4" compacted #9 gravel, on compacted sub-grade. Contraction joints shall be provided at 5 foot intervals and shall be saw cut to a minimum depth of one-inch full width within 24 hours of concrete placement or tooled at the time of placement to the same depth. Where new concrete is adjacent to existing concrete, dowels need to be drilled into existing foundation/concrete and into new concrete, spacing 16" on center, depth in middle of concrete thickness. Pre-formed 3/4" fiber expansion joints shall be used where new sidewalk abuts all curb, buildings, poles and other structures. Include all necessary excavation and disposal of soil and removed concrete.
- Gravel Drainage Areas.** Contractor to remove all debris. Re-grade areas to allow for proper drainage. Compact and level existing soil. Place 3" gravel on filter fabric on compacted subgrade.

Landscape Notes

- Determine subsoil conditions and subsurface drainage requirements of all plant material.
- Topsoil.** Any topsoil used on site shall be fertile, pulverized, friable, natural loam, surface soil, free of subsoil, clay lumps, brush, weeds, stones larger than 1" in any dimension and other extraneous or toxic matter harmful to plant growth. Soil shall have acidity range of pH 5-7, not less than 3% humus as determined by loss on ignition of moisture free samples dried at 100 degrees centigrade, less than 60% of material passing VSS #100 sieve consists of clay by dried weights of material.
- Amend Existing Soil.** Assess existing soil conditions on site and recommend amendments to LA and owner. Amend existing soil in all planting beds with a minimum of soil conditioner. Rototill amendments into new planting beds.
- Plant Material.** The Landscape Architect reserves the right to personally select any or all nursery stock prior to digging. All plant material shall bear the same relationship to the new grade as they bore to the previous (nursery) grade. Comply with sizing and grading standards of the latest edition 'American Standard for Nursery Stock'. All plants are subject to inspection by the Landscape Architect at the job site or nursery.
- Plant Installation.** Set plant material in the planting pit to proper grade and alignment. Set plants upright, plumb, and face to give the best appearance or relationship to each other or adjacent structure. Do not fill around trunks or stems. Do not use frozen or muddy mixture for backfilling. Supply a minimum of 12" of soil mix on all sides of root balls for trees and shrubs unless otherwise noted. Plant groundcover and perennials and tamp down soil around pot so pot does not heave in frost. Water in before applying mulch. Do not cover foliage with mulch. Balled roots shall be protected from drying out and care taken to prevent the ball from freezing.
- Utility Locations.** Trees shall be installed a minimum of five feet horizontally from sanitary sewers, sanitary services, water mains, and from water services. Trees shall be installed a minimum of ten feet horizontally from utility structures and appurtenances, including but not limited to manholes, valve vaults, valve boxes, and fire hydrants.
- Mulch.** Provide 3" loose measure of premium hardwood bark mulch throughout all shrub planting areas and 2" leaf compost for perennial and groundcover beds. Hardwood mulch to be 6-month old, well-rotted, shredded, premium hardwood bark mulch, not larger than 4" in length and 1/2" in width, free of wood chips and sawdust.
- Water.** Free of substances harmful to plant growth. Hoses or other methods of transportation furnished by Contractor.
- Repair Disturbed Areas.** All disturbed areas shall be repaired and fine graded and top-dressed with a minimum 4" depth, rolled, pulverized topsoil. All excess soil not used in repair of disturbed areas shall be removed from site. Seed any areas that have been repaired.
- Lawn - Seed.** Supply and install new seed, Kentucky Bluegrass Blend on minimum 4" depth rolled, fine graded, pulverized, topsoil. Straw mat to cover seed.
- Bed Edge.** Spade edge where bed meets lawn if no edging is installed.
- Guarantee.** Upon completion of all landscape work, the LC shall notify the LA and owner for approval and acceptance. LC shall guarantee all work and plant material for a minimum of one year, after acceptance by the LA and owner, of completed landscape work.

PLANT KEY

Trees	Key	Botanic Name
	SM	Acer saccharum 'Morton'
	SB	Amelanchier grandiflora Autumn Brilliance
	HB	Celtis occidentalis
	CM	Cornus mas Golden Glory
	KC	Gymnocladus dioica
	WO	Quercus bicolor
	BC	Taxodium distichum
	RL	Tilia americana Redmond
	FO	Forsythia nimbosa, Show Off Sugar Baby
	KJ	Juniperus chinensis 'Pfitzerana Kallay's Compacta'
	CJ	Juniperus horizontalis Plumosa Compacta Youngstown
	GL	Rhus aromatica Grow-Low
	AC	Ribes alpinum Green Mound
	SS	Sorbaria sorbifolia 'Sem'
	DK	Syringa meyeri Palibin
	GA	Thuja occidentalis Nigra
	FR	Calamagrostis acutiflora Karl Forester
Grasses	DG	Deschampsia cespitosa 'Goldtau'
Groundcover	SF	Acorus calamus
	VL	Liriope muscari Variegata

CLIENT NAME:
Michael Martini
Dynamax, Inc.
1535 Abbott Drive
Wheeling, IL 60090

PAMELA SELF
Landscape Architecture
One Anne Court
Hawthorn Woods, IL 60447
Ph: 847.438.4922

LICENSE # 157.000683
STAMP:



ARCHITECT:

CIVIL ENGINEER:

GENERAL CONTRACTOR:

DYNAMAX, INC.
Landscape Plan
230 West Palatine Rd
Wheeling, IL 60090

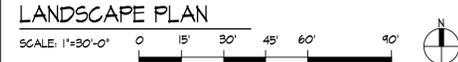
ISSUANCE	Date	Description
No.		
1	1/28/16	VILLAGE SUBMITTAL

Design by: JRA
Checked by: DKS, JRA
Drawn by: PKS
Start date: 1/28/2016
Project no.

LANDSCAPE PLAN AND NOTES

L1.0

Exhibit received March 18, 2016



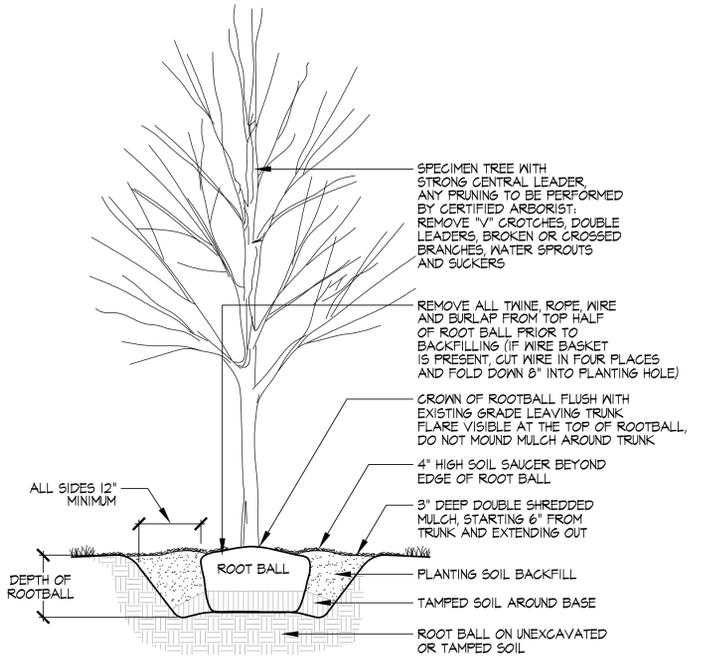
SEE SHEET: R-1.0 FOR REMOVAL PLAN AND NOTES
L-2.0 FOR DETAILS AND FULL PLANT LIST



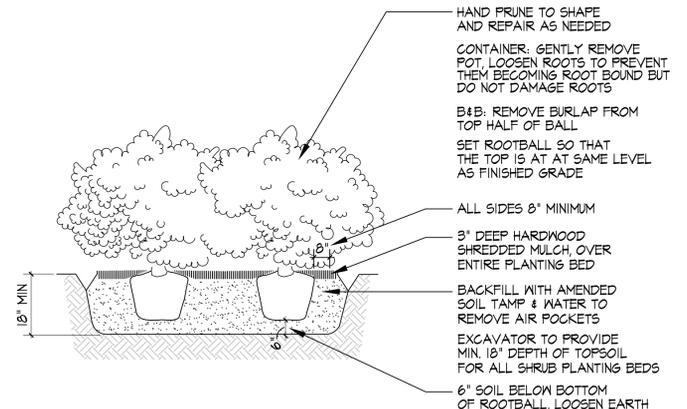
ISSUANCE No.	Description	Date
1	VILLAGE SUBMITTAL	1/28/16

Design by: JRA
Drawn by: DKS, JRA
Checked by: PKS
Start date: 1/28/2016
Project no.

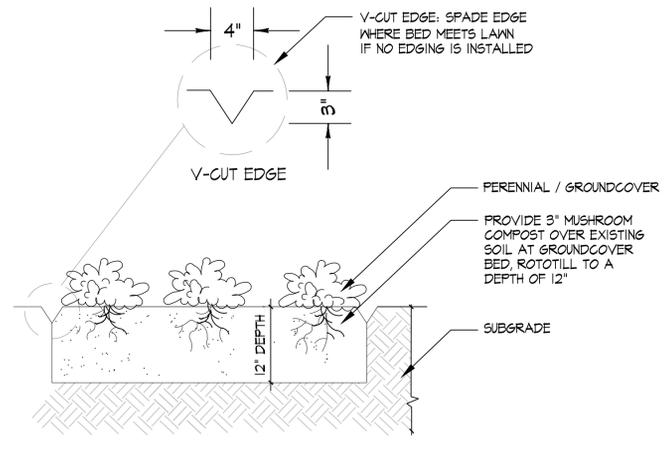
DETAILS AND PLANT LIST



1 SHADE TREE
NOT TO SCALE



2 SHRUB PLANTING DETAIL
NOT TO SCALE

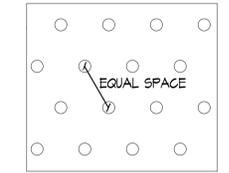


3 GROUNDCOVER PLANTING DETAIL
NOT TO SCALE

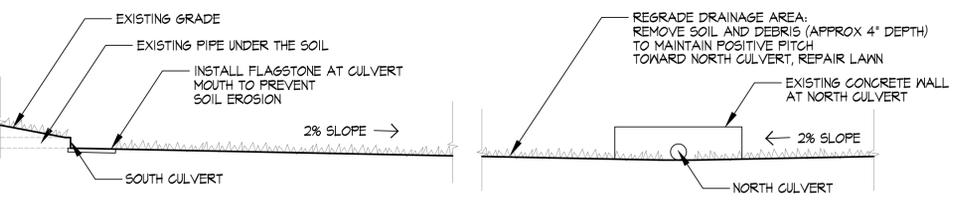
NOTE:
ALL GROUND COVER / PERENNIALS / ANNUAL FLOWERS SHALL BE PLANTED USING TRIANGULAR SPACING (STAGGERED ROWS). SEE PLANT LIST FOR SPECIFIC PLANT SPACING FOR EACH PLANT TYPE.

THE SPACING BETWEEN ADJACENT PLANTS WITH DIFFERENT ON CENTER SPACING REQUIREMENTS WILL BE THE SUM OF HALF THE ON CENTER DISTANCE FOR BOTH PLANTS.

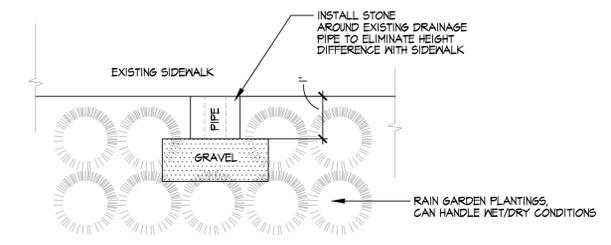
TYPICAL SPACING:
GROUNDCOVERS: 6"-12" ON CENTER
PERENNIALS: 12"-18" ON CENTER
ANNUAL FLOWERS: 6"-12" ON CENTER



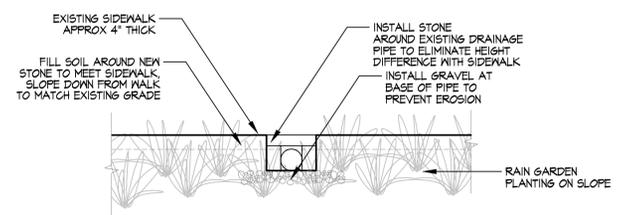
DETAIL - TRIANGULAR SPACING



A DRAINAGE SWALE (LOOKING WEST)
NOT TO SCALE



B1 PLAN: DRAINAGE PIPE/RAIN GARDEN
SCALE: 1/2"=1'-0"



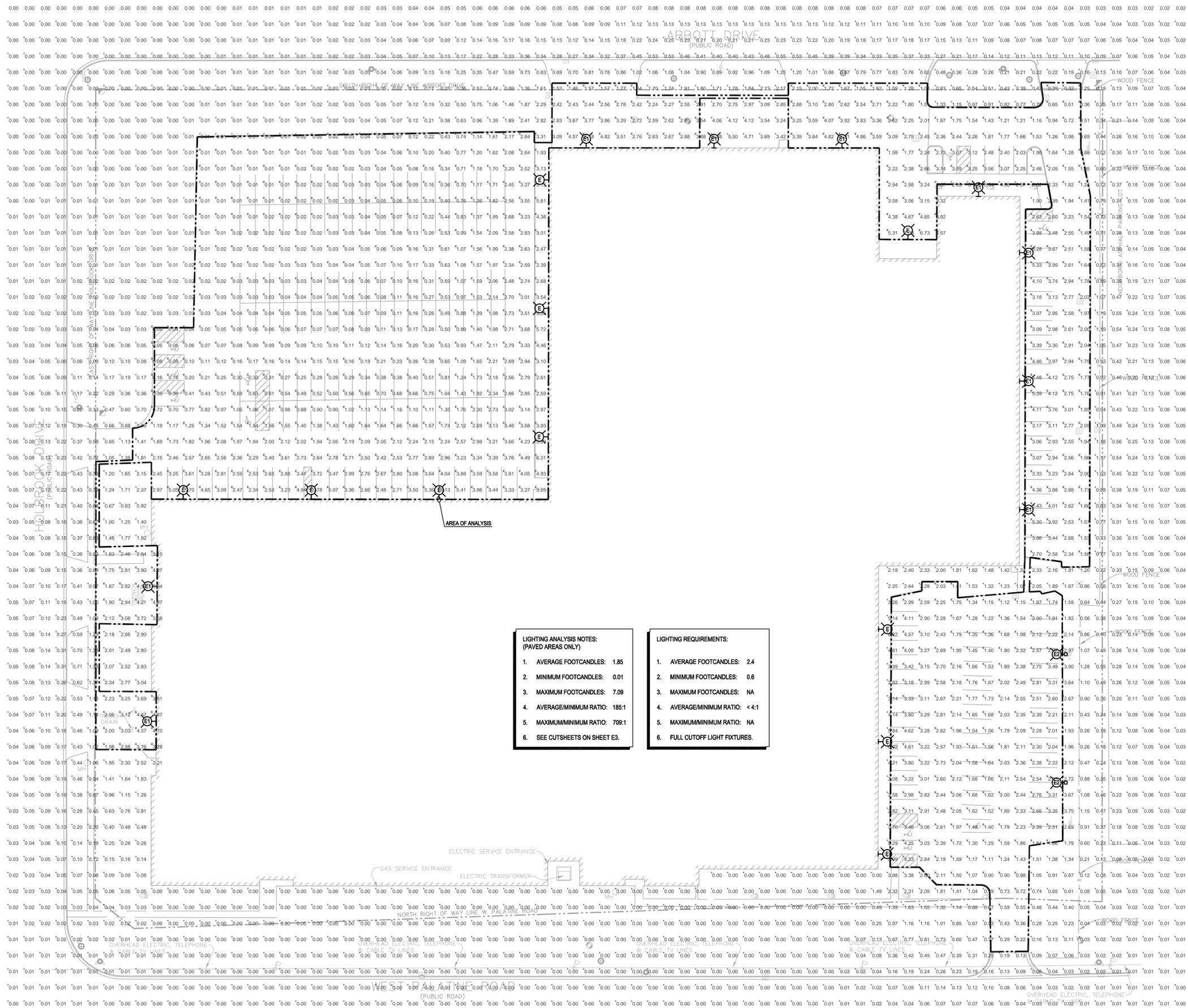
B2 ELEVATION: DRAINAGE PIPE/RAIN GARDEN
SCALE: 1/2"=1'-0"

PLANT LIST

Trees	Key	Botanic Name	Common Name	Qty	Size	Remarks
	SM	Acer saccharum 'Morton'	Crescendo Sugar Maple	2	3" cal	Specimen, symmetrical, branched at 6' above ground
	SB	Amelanchier grandiflora Autumn Brilliance	Serviceberry Autumn Brilliance	3	6' ht	Specimen, multi-stem, min. 5-7 stems
	HB	Celtis occidentalis	Hackberry	3	3" cal	Specimen, symmetrical, branched at 6' above ground
	CM	Cornus mas Golden Glory	Golden Glory Dogwood	2	6' ht	Specimen, multi-stem, min. 5-7 stems
	KC	Gymnocladus dioica	Kentucky Coffee Tree	3	3" cal	Specimen, symmetrical, branched at 6' above ground
	WO	Quercus bicolor	Swamp White Oak	4	3" cal	Specimen, symmetrical, branched at 6' above ground
	BC	Taxodium distichum	Bald Cypress	3	3" cal	Specimen, symmetrical, branched at 6' above ground
	RL	Tilia americana Redmond	Redmond Linden	2	3" cal	Specimen, symmetrical, branched at 6' above ground
Shrubs	FO	Forsythia nimbus	Show Off Sugar Baby Forsythia	49	18"	Full branching to ground
	KJ	Juniperus chinensis 'Pfitzerana Kallay's Compacta'	Kallay Compact Pfitzer Juniper	41	24"	Specimen, full branching to ground
	CJ	Juniperus horizontalis Plumosa Compacta Youngstown	Youngstown Andorra Compact Juniper	24	18"	Specimen, full branching to ground
	GL	Rhus aromatica Grow-Low	Grow-low Sumac	67	18"	Full branching to ground
	AC	Ribes alpinum Green Mound	Green Mound Currant	16	18"	Full branching to ground, symmetrical
	SS	Sorbaria sorbifolia 'Sem'	Sem Ural False Spirea	14	36"	Full branching to ground
	DK	Syringa meyeri Palibin	Dwarf Korean Lilac	8	24"	Full branching to ground, Prune after flowers in spring
Grasses	GA	Thuja occidentalis Nigra	Dark Green Arborvitae	7	6' ht	Specimen, full branching to ground
	FR	Calamagrostis acutiflora Karl Forester	Karl Forester Feather Reed Grass	16	1 gal	Cut to ground in March/April
Groundcover	DG	Deschampsia cespitosa 'Goldtau'	Gold Dew Tufted Hair Grass	72	1 gal	Cut to ground in March/April
	SF	Acorus calamus	Sweet Flag	2 flats	12/flat	Plant 18" on center
	VL	Liriope muscari Variegata	Variegated Lilyturf	23 flats	10/flat	Plant 18" on center

SEE SHEET: R-1.0 FOR REMOVAL PLAN AND NOTES
L-1.0 FOR LANDSCAPE PLAN AND NOTES

Exhibit received March 18, 2016



- LIGHTING ANALYSIS NOTES:
(PAVED AREAS ONLY)**
1. AVERAGE FOOTCANDLES: 1.85
 2. MINIMUM FOOTCANDLES: 0.01
 3. MAXIMUM FOOTCANDLES: 7.09
 4. AVERAGE/MINIMUM RATIO: 185:1
 5. MAXIMUM/MINIMUM RATIO: 709:1
 6. SEE CUTSHEETS ON SHEET E3.

- LIGHTING REQUIREMENTS:**
1. AVERAGE FOOTCANDLES: 2.4
 2. MINIMUM FOOTCANDLES: 0.6
 3. MAXIMUM FOOTCANDLES: NA
 4. AVERAGE/MINIMUM RATIO: <4:1
 5. MAXIMUM/MINIMUM RATIO: NA
 6. FULL CUTOFF LIGHT FIXTURES.

PHOTOMETRIC SITE PLAN

SCALE: 1"=30'-0"



REVISIONS	
DATE	DESCRIPTION

PROJECT:
DYNAMAX
230 PALATINE ROAD
WHEELING, IL

Power • Lighting • Systems • Controls
Kornacki and Associates, Inc.
Consulting Electrical Engineers
5420 S. Westridge Drive New Berlin, Wisconsin 53151 (262) 784-3323 Fax 784-5014

DATE ISSUED 03/16/16
PROJECT NO. 16035
PROJECT MANAGER D.B.K.
DRAWN BY S.M.B.
CHECKED BY D.B.K.
APPROVED BY D.B.K.

SHEET NO.
E2



Exhibit received March 18, 2016

Dynomax – 230 W. Palatine Road

Docket No. 2016-8A&B (Rezoning a portion of the site from I-1 Light Industrial and Office District to I-2 Limited Industrial District and Special Use-Site Plan Approval for Hazardous Materials Storage)

Plan Commission Meeting – April 28, 2016

Village Board Meeting – May 16, 2016



**Existing conditions along Holbrook Drive
(looking northeast)**

Dynomax – 230 W. Palatine Road

Docket No. 2016-8A&B (Rezoning a portion of the site from I-1 Light Industrial and Office District to I-2 Limited Industrial District and Special Use-Site Plan Approval for Hazardous Materials Storage)

Plan Commission Meeting – April 28, 2016

Village Board Meeting – May 16, 2016



Looking east



Looking west

Existing conditions along Palatine Road

Dynomax – 230 W. Palatine Road

Docket No. 2016-8A&B (Rezoning a portion of the site from I-1 Light Industrial and Office District to I-2 Limited Industrial District and Special Use-Site Plan Approval for Hazardous Materials Storage)

Plan Commission Meeting – April 28, 2016

Village Board Meeting – May 16, 2016



**Existing conditions along Abbott Drive
(looking south)**

Dynomax – 230 W. Palatine Road

Docket No. 2016-8A&B (Rezoning a portion of the site from I-1 Light Industrial and Office District to I-2 Limited Industrial District and Special Use-Site Plan Approval for Hazardous Materials Storage)

Plan Commission Meeting – April 28, 2016

Village Board Meeting – May 16, 2016



**Existing conditions along Abbott Drive
(looking south)**

Dynomax – 230 W. Palatine Road

Docket No. 2016-8A&B (Rezoning a portion of the site from I-1 Light Industrial and Office District to I-2 Limited Industrial District and Special Use-Site Plan Approval for Hazardous Materials Storage)

Plan Commission Meeting – April 28, 2016

Village Board Meeting – May 16, 2016



**Existing conditions of eastern property line
(looking west)**

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO(S): #13.C
(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: May 16, 2016

TITLE OF ITEM SUBMITTED: Resolution Accepting a Bid and Approving a Contract with Schroeder Asphalt Services, Inc. for the 2016 Motor Fuel Tax (MFT) Street Improvement Program

SUBMITTED BY: Mark Janeck, Director of Public Works

BASIC DESCRIPTION OF ITEM¹: A resolution seeking approval of a \$751,835.43 contract with Schroeder Asphalt Services, Inc. to complete the 2016 MFT Street Improvement Program of Eastchester Subdivision, Mercantile Court, Harvester Court, Denniston Court, Exchange Court, Seton Court, and an overlay of Jackson Drive.

BUDGET²: Full funding is available in MFT funds.

BIDDING³: April 27, 2016 five bids were received and opened.

EXHIBIT(S) ATTACHED: Memo, Resolution, Bid Tab, and Contract Proposal to include: Cover Sheet, Notice to Bidders, Proposal, Schedule of Prices, Contractor's required Certificates, Signatures, Contract, Contract Bond, and Certified Apprenticeship or Training Program.

RECOMMENDATION: Approval

SUBMITTED FOR BOARD CONSIDERATION: VILLAGE MANAGER

¹ *The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.*

² *If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).*

³ *If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered*



MEMORANDUM

TO: Jon A. Sfondilis, Village Manager
FROM: Mark Janeck, Director of Public Works
DATE: May 11, 2016
SUBJECT: 2016 Motor Fuel Tax (MFT) Street Improvement Program

EXECUTIVE SUMMARY

Staff recommends Board approval of a \$751,835.43 contract with Schroeder Asphalt Services, Inc. for the 2016 Motor Fuel Tax (MFT) Street Improvement Program. Extensive roadway construction will take place in Eastchester Subdivision, on Mercantile Court, Harvester Court, Denniston Court, Exchange Court, Seton Court, and an overlay of Jackson Drive.

The 2016 MFT street improvements include grind and resurfacing of streets in Eastchester Subdivision, on Mercantile Court, Harvester Court, Denniston Court, and Seton Court, reconstruction of Exchange Court, and an overlay of Jackson Drive. Village staff intentionally included multiple bid options so that the maximum amount of roadway can be constructed within the allotted MFT funding. This project Bid included three bid options:

- Option 1: Resurfacing streets & Jackson Drive (excludes Exchange Court)
- Option 2: Resurfacing streets & Exchange Court (excludes Jackson Drive)
- Option 3: All streets

Five bids were received and read on Wednesday, April 27, 2016. Haeger Engineering and Village staff reviewed the five bid proposals, and Schroeder Asphalt Services, Inc. of Huntley, Illinois was determined to be the lowest, qualified, and responsible bidder meeting all contract requirements with a \$751,835.43 bid proposal for bid Option 3. The proposal was \$234,150.07 lower than the consultant engineer's estimate, and \$6,100.85 less than the next lowest bidder. Schroeder Asphalt Services, Inc. specializes in roadway construction work and their references are satisfactory. Total roadway improved as a result of this contract is approximately 10,453 lineal feet. Removal/adjustment and/or replacement of pavement, curb & gutter, sidewalk, drainage structures, and parkway restoration will be necessary to complete these improvements.

MFT funds in the amount of \$800,000 have been allocated for this construction contract. The subject bid proposal for Option 3 is \$48,164.57 under the budget.

With your concurrence, please include this item on the May 16, 2016 Board meeting agenda.

Village of Wheeling - 2016 MFT Street Improvement Program
 Contractor Bid Tabulations
BID OPTION 3 - ALL STREETS

Item No.	Items	Unit	Quantity	Engineer's Estimate		A-Lamp Concrete		Arrow Road Construction Co.		Chicagoland Paving Contractors, Inc.		J.A. Johnson Paving Co.		Schroeder Asphalt Services, Inc.	
				Unit Price	Total	1900 Wright Boulevard		3401 S. Busse Road, P.O. Box 334		225 Telser Road		1025 E. Addison Court		P.O. Box 831	
						Schaumburg, IL 60193		Mount Prospect, IL 60056		Lake Zurich, IL 60047		Arlington Heights, IL 60005		Huntley, IL 60142	
Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total		
20101200*	TREE ROOT PRUNING	EACH	11	\$100.00	\$ 1,100.00	\$ 125.00	\$ 1,375.00	\$ 350.00	\$ 3,850.00	\$ 125.00	\$ 1,375.00	\$ 130.00	\$ 1,430.00	\$ 140.00	\$ 1,540.00
20201200*	REMOVAL & DISPOSAL OF UNSUITABLE MATERIAL (UNDERCUT)	CY	302	\$50.00	\$ 15,100.00	\$ 50.00	\$ 15,100.00	\$ 41.00	\$ 12,382.00	\$ 25.00	\$ 7,550.00	\$ 45.00	\$ 13,590.00	\$ 32.00	\$ 9,664.00
66901XXX*	REMOVAL & DISPOSAL OF CONTAMINATED WASTE **	CY	30	\$250.00	\$ 7,500.00	\$ 200.00	\$ 6,000.00	\$ 150.00	\$ 4,500.00	\$ 75.00	\$ 2,250.00	\$ 150.00	\$ 4,500.00	\$ 130.00	\$ 3,900.00
20700420*	POROUS GRANULAR EMBANKMENT, SUBGRADE	CY	302	\$50.00	\$ 15,100.00	\$ 50.00	\$ 15,100.00	\$ 51.00	\$ 15,402.00	\$ 25.00	\$ 7,550.00	\$ 45.00	\$ 13,590.00	\$ 30.00	\$ 9,060.00
44000156	HOT-MIX ASPHALT SURFACE REMOVAL, 5-INCH [RESURFACE AREAS]	SY	17,100	\$2.00	\$ 34,200.00	\$ 2.00	\$ 34,200.00	\$ 2.25	\$ 38,475.00	\$ 1.75	\$ 29,925.00	\$ 2.45	\$ 41,895.00	\$ 2.10	\$ 35,910.00
44000XXX*	HOT-MIX ASPHALT SURFACE REMOVAL, 5-INCH, W/ PAVING FABRIC [RESURFACE AREAS]	SY	5,625	\$2.50	\$ 14,062.50	\$ 2.50	\$ 14,062.50	\$ 2.25	\$ 12,656.25	\$ 2.00	\$ 11,250.00	\$ 2.75	\$ 15,468.75	\$ 2.30	\$ 12,937.50
44000100*	PAVEMENT REMOVAL (FULL DEPTH) [RECONSTRUCTION AREAS] **	SY	1,810	\$18.00	\$ 32,580.00	\$ 20.00	\$ 36,200.00	\$ 22.00	\$ 39,820.00	\$ 10.00	\$ 18,100.00	\$ 18.00	\$ 32,580.00	\$ 15.00	\$ 27,150.00
40600982	HOT-MIX ASPHALT SURFACE REMOVAL, BUTT-JOINT	SY	228	\$7.50	\$ 1,710.00	\$ 10.00	\$ 2,280.00	\$ 3.00	\$ 684.00	\$ 10.00	\$ 2,280.00	\$ 5.00	\$ 1,140.00	\$ 6.00	\$ 1,368.00
442019XX	CLASS D PATCHING, TY II, 10-INCH**	SY	25	\$100.00	\$ 2,500.00	\$ 100.00	\$ 2,500.00	\$ 102.00	\$ 2,550.00	\$ 75.00	\$ 1,875.00	\$ 120.00	\$ 3,000.00	\$ 90.00	\$ 2,250.00
44000200	DRIVEWAY PAVEMENT REMOVAL	SY	1,435	\$15.00	\$ 21,525.00	\$ 12.00	\$ 17,220.00	\$ 17.00	\$ 24,395.00	\$ 10.00	\$ 14,350.00	\$ 0.10	\$ 143.50	\$ 16.05	\$ 23,031.75
44000500	COMBINATION CONCRETE C&G REMOVAL	LF	1,873	\$25.00	\$ 46,825.00	\$ 4.00	\$ 7,492.00	\$ 4.00	\$ 7,492.00	\$ 4.50	\$ 8,428.50	\$ 4.00	\$ 7,492.00	\$ 4.28	\$ 8,016.44
44000600	SIDEWALK REMOVAL	SF	1,589	\$1.50	\$ 2,383.50	\$ 1.30	\$ 2,065.70	\$ 2.00	\$ 3,178.00	\$ 1.50	\$ 2,383.50	\$ 1.00	\$ 1,589.00	\$ 1.07	\$ 1,700.23
35101400*	AGGREGATE BASE COURSE, TY B [1.95 TONS/CY]	TON	50	\$25.00	\$ 1,250.00	\$ 50.00	\$ 2,500.00	\$ 36.00	\$ 1,800.00	\$ 25.00	\$ 1,250.00	\$ 37.50	\$ 1,875.00	\$ 25.00	\$ 1,250.00
35102200	AGGREGATE BASE COURSE, TY B, 10-INCH	SY	1,810	\$15.00	\$ 27,150.00	\$ 18.00	\$ 32,580.00	\$ 14.80	\$ 26,788.00	\$ 12.00	\$ 21,720.00	\$ 14.15	\$ 25,611.50	\$ 14.30	\$ 25,883.00
40600290	BITUMINOUS MATERIALS (TACK COAT)	LBS	13,768	\$0.50	\$ 6,884.00	\$ 0.01	\$ 137.68	\$ 0.01	\$ 137.68	\$ 0.01	\$ 137.68	\$ 0.01	\$ 137.68	\$ 0.01	\$ 137.68
40600625	LEVELING BINDER (MACHINE METHOD), N50	TON	738	\$95.00	\$ 70,110.00	\$ 75.00	\$ 55,350.00	\$ 74.00	\$ 54,612.00	\$ 79.00	\$ 58,302.00	\$ 65.25	\$ 48,154.50	\$ 70.00	\$ 51,660.00
40600525	LEVELING BINDER (HAND METHOD), N50	TON	30	\$125.00	\$ 3,750.00	\$ 90.00	\$ 2,700.00	\$ 100.00	\$ 3,000.00	\$ 100.00	\$ 3,000.00	\$ 250.00	\$ 7,500.00	\$ 90.00	\$ 2,700.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	320	\$85.00	\$ 27,200.00	\$ 75.00	\$ 24,000.00	\$ 71.00	\$ 22,720.00	\$ 75.00	\$ 24,000.00	\$ 67.00	\$ 21,440.00	\$ 65.00	\$ 20,800.00
40603310	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	3,279	\$95.00	\$ 311,505.00	\$ 75.00	\$ 245,925.00	\$ 69.50	\$ 227,890.50	\$ 75.00	\$ 245,925.00	\$ 67.00	\$ 219,693.00	\$ 70.00	\$ 229,530.00
60611815*	COMBINATION CONCRETE CURB & GUTTER, TY M, (SPECIAL) - M3.12	LF	1,132	\$20.00	\$ 22,640.00	\$ 20.00	\$ 22,640.00	\$ 16.50	\$ 18,678.00	\$ 19.00	\$ 21,508.00	\$ 30.00	\$ 33,960.00	\$ 32.10	\$ 36,337.20
60603800	COMBINATION CONCRETE CURB & GUTTER, TY B - B6.12	LF	741	\$22.00	\$ 16,302.00	\$ 22.00	\$ 16,302.00	\$ 18.50	\$ 13,708.50	\$ 19.00	\$ 14,079.00	\$ 30.00	\$ 22,230.00	\$ 32.10	\$ 23,786.10
XX060613	CURB WEDGE AREA BACKFILL (P.C.C.)	LF	1,498	\$3.00	\$ 4,494.00	\$ 1.50	\$ 2,247.00	\$ 1.00	\$ 1,498.00	\$ 3.50	\$ 5,243.00	\$ 3.00	\$ 4,494.00	\$ 3.21	\$ 4,808.58
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH (RESIDENTIAL AREAS)	SY	100	\$40.00	\$ 4,000.00	\$ 50.00	\$ 5,000.00	\$ 60.00	\$ 6,000.00	\$ 56.75	\$ 5,675.00	\$ 85.00	\$ 8,500.00	\$ 74.90	\$ 7,490.00
42300600	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 10 INCH (INDUSTRIAL AREAS)	SY	80	\$80.00	\$ 6,400.00	\$ 90.00	\$ 7,200.00	\$ 80.00	\$ 6,400.00	\$ 63.00	\$ 5,040.00	\$ 95.00	\$ 7,600.00	\$ 85.60	\$ 6,848.00
Z0004510	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 5"	SY	1,255	\$40.00	\$ 50,200.00	\$ 50.00	\$ 62,750.00	\$ 49.00	\$ 61,495.00	\$ 35.00	\$ 43,925.00	\$ 40.00	\$ 50,200.00	\$ 30.00	\$ 37,650.00
X0325225*	BRICK PAVEMENT REMOVAL & RESET (DRIVEWAY APRONS) **	SY	30	\$250.00	\$ 7,500.00	\$ 150.00	\$ 4,500.00	\$ 125.00	\$ 3,750.00	\$ 125.00	\$ 3,750.00	\$ 121.00	\$ 3,630.00	\$ 150.00	\$ 4,500.00
42400200	PCC SIDEWALK, 5-INCH	SF	1,589	\$5.50	\$ 8,739.50	\$ 8.00	\$ 12,712.00	\$ 5.50	\$ 8,739.50	\$ 6.60	\$ 10,487.40	\$ 7.50	\$ 11,917.50	\$ 8.03	\$ 12,759.67
42400800	DETECTABLE WARNINGS	SF	218	\$40.00	\$ 8,720.00	\$ 25.00	\$ 5,450.00	\$ 30.00	\$ 6,540.00	\$ 27.50	\$ 5,995.00	\$ 28.00	\$ 6,104.00	\$ 29.96	\$ 6,531.28
60108200*	PIPE UNDERDRAIN, 6-INCH (SPECIAL)	EACH	44	\$950.00	\$ 41,800.00	\$ 30.00	\$ 1,320.00	\$ 490.00	\$ 21,560.00	\$ 835.00	\$ 36,740.00	\$ 490.00	\$ 21,560.00	\$ 577.80	\$ 25,423.20
Z0017400*	DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED	EACH	75	\$400.00	\$ 30,000.00	\$ 400.00	\$ 30,000.00	\$ 280.00	\$ 21,000.00	\$ 500.00	\$ 37,500.00	\$ 280.00	\$ 21,000.00	\$ 321.00	\$ 24,075.00
21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SY	1,810	\$4.50	\$ 8,145.00	\$ 3.00	\$ 5,430.00	\$ 2.50	\$ 4,525.00	\$ 1.00	\$ 1,810.00	\$ 2.65	\$ 4,796.50	\$ 2.50	\$ 4,525.00
XX002258*	MODIFIED CURB DRAINAGE STRUCTURE STANDARD	EACH	44	\$800.00	\$ 35,200.00	\$ 795.00	\$ 34,980.00	\$ 1,500.00	\$ 66,000.00	\$ 650.00	\$ 28,600.00	\$ 500.00	\$ 22,000.00	\$ 535.00	\$ 23,540.00
28000500	INLET & PIPE PROTECTION	EACH	54	\$150.00	\$ 8,100.00	\$ 125.00	\$ 6,750.00	\$ 50.00	\$ 2,700.00	\$ 125.00	\$ 6,750.00	\$ 50.00	\$ 2,700.00	\$ 64.20	\$ 3,466.80
67100100	MOBILIZATION	LS	1	\$20,000.00	\$ 20,000.00	\$ 70,000.00	\$ 70,000.00	\$ 28,000.00	\$ 28,000.00	\$ 20,000.00	\$ 20,000.00	\$ 45,000.00	\$ 45,000.00	\$ 5,000.00	\$ 5,000.00
70101700*	TRAFFIC CONTROL AND PROTECTION - IDOT STANDARD***	LS	1	\$25,000.00	\$ 25,000.00	\$ 70,000.00	\$ 70,000.00	\$ 5,875.00	\$ 5,875.00	\$ 12,000.00	\$ 12,000.00	\$ 24,301.07	\$ 24,301.07	\$ 11,000.00	\$ 11,000.00
78000200	THERMOPLASTIC PAVEMENT MARKING LINE - 4"	LF	50	\$5.00	\$ 250.00	\$ 50.00	\$ 2,500.00	\$ 4.00	\$ 200.00	\$ 4.60	\$ 230.00	\$ 4.00	\$ 200.00	\$ 6.00	\$ 300.00
78000650	THERMOPLASTIC PAVEMENT MARKING LINE - 24"	LF	22	\$20.00	\$ 440.00	\$ 150.00	\$ 3,300.00	\$ 75.00	\$ 1,650.00	\$ 85.50	\$ 1,881.00	\$ 75.00	\$ 1,650.00	\$ 90.00	\$ 1,980.00
Z0013798*	CONSTRUCTION LAYOUT	LS	1	\$10,000.00	\$ 10,000.00	\$ 7,500.00	\$ 7,500.00	\$ 5,800.00	\$ 5,800.00	\$ 3,500.00	\$ 3,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,700.00	\$ 2,700.00
Z0019600*	DUST CONTROL WATERING	UNIT	11	\$100.00	\$ 1,100.00	\$ 1.00	\$ 11.00	\$ 160.00	\$ 1,760.00	\$ 100.00	\$ 1,100.00	\$ 200.00	\$ 2,200.00	\$ 150.00	\$ 1,650.00
21101610*	TOPSOIL FURNISH & PLACE, 3-INCH	SY	2,228	\$5.00	\$ 11,140.00	\$ 3.00	\$ 6,684.00	\$ 5.00	\$ 11,140.00	\$ 3.90	\$ 8,689.20	\$ 4.00	\$ 8,912.00	\$ 4.00	\$ 8,912.00
25200110*	SODDING, SALT TOLERANT	SY	2,228	\$10.00	\$ 22,280.00	\$ 10.00	\$ 22,280.00	\$ 9.00	\$ 20,052.00	\$ 9.50	\$ 21,166.00	\$ 7.75	\$ 17,267.00	\$ 13.00	\$ 28,964.00
25200200*	SUPPLEMENTAL WATERING	UNIT	11	\$100.00	\$ 1,100.00	\$ 1.00	\$ 11.00	\$ 100.00	\$ 1,100.00	\$ 56.00	\$ 616.00	\$ 85.00	\$ 935.00	\$ 100.00	\$ 1,100.00
TOTAL					\$ 985,985.50		\$ 916,354.88		\$ 820,503.43		\$ 757,936.28		\$ 784,487.00		\$ 751,835.43

RESOLUTION NO. 16-_____

RESOLUTION ACCEPTING A BID AND APPROVING A CONTRACT WITH SCHROEDER ASPHALT SERVICES, INC. FOR THE 2016 MOTOR FUEL TAX (MFT) STREET IMPROVEMENT PROGRAM

WHEREAS, the Village's 2016 Budget has Motor Fuel Tax (MFT) allocated for the proposed improvements of Eastchester Subdivision, Exchange Court, Mercantile Court, Harvester Court, Denniston Court, Seton Court, and Jackson Drive; and

WHEREAS, Village of Wheeling retained Haeger Engineering for professional engineering design, bid preparation and construction supervision services; and

WHEREAS, on April 27, 2016 the Village received and opened five (5) qualified bid proposals for this project; and

WHEREAS, Haeger Engineering and Village staff reviewed the five (5) bid proposals and Schroeder Asphalt Services, Inc. of Huntley, Illinois was determined to be the lowest qualified and responsible bidder meeting all contract requirements for Bid Option No. 3; and

WHEREAS, it is determined to be in the best interest of the Village of Wheeling to accept the bid of Schroeder Asphalt Services, Inc. for the 2016 MFT Street Improvement Program;

NOW, THEREFORE, BE IT RESOLVED by the President and the Board of Trustees of the Village of Wheeling, Counties of Cook and Lake, State of Illinois, that a \$751,835.43 Contract for the 2016 MFT Street Improvement Project, Section 16-00084-00-RS be approved and awarded to Schroeder Asphalt Services, Inc. of Huntley, Illinois in accordance with the unit prices in their April 27, 2016 bid proposal as attached hereto.

Trustee _____ moved, seconded by Trustee _____,
that Resolution No. 16-_____ be passed.

PASSED this _____ day of _____, 2016.

President Argiris _____	Trustee Papantos _____
Trustee Brady _____	Trustee Krueger _____
Trustee Vito _____	Trustee Lang _____
	Trustee Vogel _____

APPROVED this _____ day of _____, 2016.

Dean S. Argiris
Village President

ATTEST:

Elaine E. Simpson
Village Clerk

RETURN WITH BID



Local Public Agency
Formal Contract Proposal

PROPOSAL SUBMITTED BY	
Schroeder Asphalt Services, Inc.	
Contractor's Name	
P.O. Box 831	
Street	P.O. Box
Huntley, IL	60142
City	State Zip Code

STATE OF ILLINOIS

COUNTY OF Cook
 Village of Wheating
 (Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF
 STREET NAME OR ROUTE NO. Various Streets
 SECTION NO. 16-00084-00-RS
 TYPES OF FUNDS MFT & LOCAL

SPECIFICATIONS (required)

PLANS (required)

For Municipal Projects
 Submitted/Approved/Passed

Mayor President of Board of Trustees Municipal Official

Date

Department of Transportation
 Released for bid based on limited review

John F. Anderson
 Regional Engineer
 3/30/2014
 Date

For County and Road District Projects
 Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date



Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

RETURN WITH BID

NOTICE TO BIDDERS

County Cook
Local Public Agency Village of Wheeling
Section Number 16-00084-00-RS
Route 2016 Street Improvements

Sealed proposals for the improvement described below will be received at the office of the Village Hall
At 2 Community Blvd, Wheeling, Illinois 60090 until 11:00 AM on April 27, 2016

Sealed proposals will be opened and read publicly at the office of the Village Hall, Board Room
At 2 Community Blvd, Wheeling, Illinois 60090 at 11:00 AM on April 27, 2016

DESCRIPTION OF WORK

Name 2016 MFT Street Improvement Program Length: 10,453 feet (2.0 miles)

Location Various Streets

Proposed Improvement Pavement removal and replacement, resurfacing, overlaying, curb & gutter removal and replacement, sidewalk removal and replacement, driveway apron removal and replacement, adjustment of structures, parkway restoration, and miscellaneous items to complete work.

1. Plans and proposal forms will be available in the office of the Finance Department, Village of Wheeling
At 2 Community Boulevard, Wheeling, Illinois 60090

2. Prequalification

If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:

- a. BLR 12200: Local Public Agency Formal Contract Proposal
b. BLR 12200a Schedule of Prices
c. BLR 12230: Proposal Bid Bond (if applicable)
d. BLR 12325: Apprenticeship or Training Program Certification (do not use for federally funded projects)
e. BLR 12326: Affidavit of Illinois Business Office

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

RETURN WITH BID

PROPOSAL

County Cook
Local Public Agency Village of Wheeling
Section Number 16-00084-00-RS
Route 2016 Street Improvements

1. Proposal of Village of Wheeling 2016 MFT Street Improvements
Schroeder Asphalt Services, Inc. P.O. Box 831, Huntley, IL 60142
for the improvement of the above section by the construction of Pavement removal and replacement, resurfacing, overlaying,
curb & gutter removal and replacement, sidewalk removal and replacement, driveway apron removal and replacement, adjustment of structures,
parkway restoration, and miscellaneous items to complete work.

a total distance of 10,453 feet, of which a distance of 10,453 feet, (2.0 miles) are to be improved.

2. The plans for the proposed work are those prepared by Haeger Engineering, LLC - 1304 N. Plum Grove Rd, Schaumburg, IL 60173
and approved by the Department of Transportation on

3. The specifications referred to herein are those prepared by the Department of Transportation and designated as
"Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special
Provisions" thereto, adopted and in effect on the date of invitation for bids.

4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check
Sheet for Recurring Special Provisions" contained in this proposal.

5. The undersigned agrees to complete the work within 60 working days or by
unless additional time is granted in accordance with the specifications.

6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and
Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty.
Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check,
complying with the specifications, made payable to:

Village of Wheeling Treasurer of

The amount of the check is 10% Bid Bond (10%).

7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to
the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check
is placed in another proposal, it will be found in the proposal for: Section Number 16-00084-00-RS

8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the
full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If
this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby
agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.

9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the
product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will
be divided by the quantity in order to establish a unit price.

10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.

11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this
contract.

12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on
BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid
specified in the Schedule for Multiple Bids below.



SCHEDULE OF PRICES

Route 2016 Street Improvement Program
 County COOK
 Local Agency VILLAGE OF WHEELING
 Section 16-00084-00-R5

Schedule for Multiple Bids

Combination letter	Sections Included in Combinations	Total

AWARD OR REJECTION NOTE:

THIS PROJECT SHALL BE AWARDED TO ONLY ONE (1) CONTRACTOR. The Village of Wheeling reserves the right to award the contract to the lowest responsible Bidder for OPTION #1 or the lowest responsible Bidder for OPTION #2 or the lowest responsible Bidder for OPTION #3, in the schedule of prices, based upon which lowest bid is in its best financial interest. Providing the lowest bid on an individual BID OPTION does not guarantee the Contractor will be awarded the contract, as the Contractor will need to be the lowest bidder on the OPTION that the Village ultimately selects at its own discretion.

Each Bidder must submit bids for OPTION #1, OPTION #2, and OPTIONS #3 to be eligible for the award of the contract. Failure to do so may result in the rejection of the Contractor's Bid.

Accompanying the proposal is either a bid bond on Department form BLR 12230 or a proposal guarantee check, complying with the specifications, made payable to the Village Treasurer, with the amount being 10% of the bid amount for the total of OPTION #3.

The Owner reserves the right to accept or reject any and all proposals or to waive technicalities, or to accept or reject any item of any proposal, and to disregard any informality on the bids and bidding, when in its opinion the best interest of the Village will be served by such actions. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days. All bidders must submit a Bid for all items and all OPTIONS listed to have a responsive bid. Failure to comply with all items of this provision will be a basis for rejecting the Bid.

Schedule for Single Bid

BID OPTION #1 - 'Resurfacing' Streets & Jackson Drive (Excludes Exchange Court)

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making entire BID OPTION #1 Improvements (Page 1-A Sub-Total + Page 1-B Sub-Total)

600,324.29

No.	Item	Unit	Quantity	Unit Price	Total
20101200*	TREE ROOT PRUNING	EACH	10	140.00	1400.00
44000156	HOT-MIX ASPHALT SURFACE REMOVAL, 1.75-INCH [RESURFACE AREAS]	SY	17,100	2.10	35,910.00
44000XXX*	HOT-MIX ASPHALT SURFACE REMOVAL, 1.75-INCH, W/ PAVING FABRIC [RESURFACE AREAS]	SY	5,625	2.30	12,937.50
40600982	HOT-MIX ASPHALT SURFACE REMOVAL, BUTT-JOINT	SY	140	6.00	840.00
44000200	DRIVEWAY PAVEMENT REMOVAL	SY	1,415	16.05	22,710.75
44000500	COMBINATION CONCRETE C&G REMOVAL	LF	1,498	4.28	6,411.44
44000600	SIDEWALK REMOVAL	SF	1,059	1.07	1,133.13
40800290	BITUMINOUS MATERIALS (TACK COAT)	POUND	12,914	.01	129.14
40600625	LEVELING BINDER (MACHINE METHOD), N50	TON	738	70.00	51,660.00
40600525	LEVELING BINDER (HAND METHOD), N50	TON	28	90.00	2520.00
40603310	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	3,065	70.00	214,550.00
60611815*	COMBINATION CONCRETE CURB & GUTTER, TY M, (SPECIAL) - M3 12	LF	1,132	32.10	36,337.20
60603800	COMBINATION CONCRETE CURB & GUTTER, TY B - B6 12	LF	366	32.10	11,748.60
XX060613	CURB WEDGE AREA BACKFILL (P C C)	LF	1,498	3.21	4808.58
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH (RESIDENTIAL AREAS)	SY	100	74.90	7490.00
42300600	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 10 INCH (INDUSTRIAL AREAS)	SY	60	85.60	5136.00
Z0004510	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 5"	SY	1,255	30.00	37,650.00
X0325225*	BRICK PAVEMENT REMOVAL & RESET (DRIVEWAY APRONS) **	SY	30	150.00	4500.00
42400200	PCC SIDEWALK, 5-INCH	SF	1,059	8.03	8503.77
42400800	DETECTABLE WARNINGS	SF	178	29.90	5332.88

PAGE 1-A SUB-TOTAL

471,708.99

BID OPTION #1 - 'Resurfacing' Streets & Jackson Drive (Excludes Exchange Court) (Continued)

80108200*	PIPE UNDERDRAIN, 6-INCH (SPECIAL)	EACH	41	577. ⁰⁰	23,689. ⁸⁰
Z0017400*	DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED	EACH	64	321. ⁰⁰	20,544. ⁰⁰
XX002258*	MODIFIED CURB DRAINAGE STRUCTURE STANDARD	EACH	41	535. ⁰⁰	21,935. ⁰⁰
28000500	INLET & PIPE PROTECTION	EACH	50	64. ²⁰	3,210. ⁰⁰
67100100	MOBILIZATION	LS	1	5000. ⁰⁰	5,000. ⁰⁰
70101700*	TRAFFIC CONTROL AND PROTECTION - IDOT STANDARD***	LS	1	11,000. ⁰⁰	11,000. ⁰⁰
78000650	THERMOPLASTIC PAVEMENT MARKING LINE - 24"	LF	22	90. ⁰⁰	1980. ⁰⁰
Z0013798*	CONSTRUCTION LAYOUT	LS	1	2700. ⁰⁰	2700. ⁰⁰
Z0019600*	DUST CONTROL WATERING	UNIT	10	150. ⁰⁰	1500. ⁰⁰
21101610*	TOPSOIL FURNISH & PLACE, 3-INCH	SY	2.121	4. ⁰⁰	8484. ⁰⁰
25200110*	SODDING, SALT TOLERANT	SY	2.121	13. ⁰⁰	27,573. ⁰⁰
25200200*	SUPPLEMENTAL WATERING	UNIT	10	100. ⁰⁰	1000. ⁰⁰
PAGE 1-B SUB-TOTAL					128,615. ⁸⁰
TOTAL					600,324. ⁷⁹

* = Special Provision provided within the Contract Documents
 ** = Item provided for the purpose of obtaining a contract unit price.
 *** = Includes IDOT Standards: 701301, 701501, 701701, 701801, 701901



SCHEDULE OF PRICES

Route 2016 Street Improvement Program
 County COOK
 Local Agency VILLAGE OF WHEELING
 Section 16-00084-00-RS

Schedule for Multiple Bids

Combination letter	Sections included in Combinations	Total

AWARD OR REJECTION NOTE:

THIS PROJECT SHALL BE AWARDED TO ONLY ONE (1) CONTRACTOR. The Village of Wheeling reserves the right to award the contract to the lowest responsible Bidder for OPTION #1 or the lowest responsible Bidder for OPTION #2 or the lowest responsible Bidder for OPTION #3, in the schedule of prices, based upon which lowest bid is in its best financial interest. Providing the lowest bid on an individual BID OPTION does not guarantee the Contractor will be awarded the contract, as the Contractor will need to be the lowest bidder on the OPTION that the Village ultimately selects at its own discretion.

Each Bidder must submit bids for OPTION #1, OPTION #2, and OPTIONS #3 to be eligible for the award of the contract. Failure to do so may result in the rejection of the Contractor's Bid

Accompanying the proposal is either a bid bond on Department form BLR 12230 or a proposal guarantee check, complying with the specifications, made payable to the Village Treasurer, with the amount being 10% of the bid amount for the total of OPTION #3

The Owner reserves the right to accept or reject any and all proposals or to waive technicalities, or to accept or reject any item of any proposal, and to disregard any informality on the bids and bidding, when in its opinion the best interest of the Village will be served by such actions. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days. All bidders must submit a Bid for all items and all OPTIONS listed to have a responsive bid. Failure to comply with all items of this provision will be a basis for rejecting the Bid.

Schedule for Single Bid

BID OPTION #2 - 'Resurfacing' Streets & Exchange Court (Excludes Jackson Drive)

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making entire BID OPTION #2 Improvements (Page 2-A Sub-Total + Page 2-B Sub-Total)	582,598.⁶⁴
--	------------------------------

No.	Item	Unit	Quantity	Unit Price	Total
20101200*	TREE ROOT PRUNING	EACH	10	140 ⁰⁰	1400 ⁰⁰
20201200*	REMOVAL & DISPOSAL OF UNSUITABLE MATERIAL (UNDERCUT)	CY	302	32 ⁰⁰	9664 ⁰⁰
66901XXX*	REMOVAL & DISPOSAL OF CONTAMINATED WASTE **	CY	30	130 ⁰⁰	3900 ⁰⁰
20700420*	POROUS GRANULAR EMBANKMENT, SUBGRADE	CY	302	30 ⁰⁰	9060 ⁰⁰
44000156	HOT-MIX ASPHALT SURFACE REMOVAL, 1.75-INCH (RESURFACE AREAS)	SY	17,100	2 ¹⁰	35,910 ⁰⁰
44000XXX*	HOT-MIX ASPHALT SURFACE REMOVAL, 1.75-INCH, W/ PAVING FABRIC (RESURFACE AREAS)	SY	5,825	2 ³⁰	12,937 ⁵⁰
44000100*	PAVEMENT REMOVAL (FULL DEPTH) (RECONSTRUCTION AREAS)	SY	1,810	15 ⁰⁰	27,150 ⁰⁰
40600982	HOT-MIX ASPHALT SURFACE REMOVAL, BUTT-JOINT	SY	228	6 ⁰⁰	1368 ⁰⁰
442019XX	CLASS D PATCHING, TY II, 10-INCH**	SY	25	90 ⁰⁰	2250 ⁰⁰
44000200	DRIVEWAY PAVEMENT REMOVAL	SY	380	16. ⁰⁵	6099 ⁰⁰
44000500	COMBINATION CONCRETE C&G REMOVAL	LF	1,873	4. ²⁸	8016. ⁴⁴
44000600	SIDEWALK REMOVAL	SF	1,589	1. ⁰⁷	1700 ²³
35101400*	AGGREGATE BASE COURSE, TY B (1.95 TONS/CY)	TON	50	25 ⁰⁰	1250 ⁰⁰
35102200	AGGREGATE BASE COURSE, TY B, 10-INCH	SY	1,810	14 ³⁰	25,883 ⁰⁰
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	11,144	. ⁰¹	111 ⁴⁴
40800525	LEVELING BINDER (HAND METHOD), N50	TON	20	90 ⁰⁰	1800 ⁰⁰
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19 D, N50	TON	320	65 ⁰⁰	20,800 ⁰⁰
40603310	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	2,787	70 ⁰⁰	195,090 ⁰⁰
PAGE 2-A SUB-TOTAL					364,389.⁶⁴

BID OPTION #2 - 'Resurfacing' Streets & Exchange Court (Excludes Jackson Drive) (Continued)

60611815*	COMBINATION CONCRETE CURB & GUTTER, TY M, (SPECIAL) - M3 12	LF	1,132	32. ¹⁰	36,337. ²⁰
60603800	COMBINATION CONCRETE CURB & GUTTER, TY B - B6 12	LF	741	32. ¹⁰	23,786. ¹⁰
XX060613	CURB WEDGE AREA BACKFILL (P C C)	LF	1,498	3. ²¹	4808. ⁵⁸
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH (RESIDENTIAL AREAS)	SY	60	74. ⁹⁰	4494. ⁰⁰
42300600	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 10 INCH (INDUSTRIAL AREAS)	SY	80	85. ⁶⁰	6848. ⁰⁰
Z0004510	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 5"	SY	240	30. ⁰⁰	7200. ⁰⁰
X0325225*	BRICK PAVEMENT REMOVAL & RESET (DRIVEWAY APRONS) **	SY	30	150. ⁰⁰	4500. ⁰⁰
42400200	PCC SIDEWALK, 5-INCH	SF	1,589	8. ⁰³	12,759. ⁶⁷
42400800	DETECTABLE WARNINGS	SF	218	29. ⁹⁶	6531. ²⁸
60108200*	PIPE UNDERDRAIN, 8-INCH (SPECIAL)	EACH	44	577. ⁸⁰	25,423. ²⁰
Z0017400*	DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED	EACH	71	321. ⁰⁰	22,791. ⁰⁰
21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SY	1,810	2. ⁵⁰	4525. ⁰⁰
XX002258*	MODIFIED CURB DRAINAGE STRUCTURE STANDARD	EACH	44	535. ⁰⁰	23,540. ⁰⁰
28000500	INLET & PIPE PROTECTION	EACH	45	64. ²⁰	2889. ⁰⁰
67100100	MOBILIZATION	LS	1	5000. ⁰⁰	5000. ⁰⁰
70101700*	TRAFFIC CONTROL AND PROTECTION - IDOT STANDARD***	LS	1	11,000. ⁰⁰	11,000. ⁰⁰
78000200	THERMOPLASTIC PAVEMENT MARKING LINE - 4" **	LF	50	6. ⁰⁰	300. ⁰⁰
78000650	THERMOPLASTIC PAVEMENT MARKING LINE - 24"	LF	22	90. ⁰⁰	1980. ⁰⁰
Z0013798*	CONSTRUCTION LAYOUT	LS	1	2700. ⁰⁰	2700. ⁰⁰
Z0019600*	DUST CONTROL WATERING	UNIT	10	150. ⁰⁰	1500. ⁰⁰
21101610*	TOPSOIL FURNISH & PLACE, 3-INCH	SY	488	4. ⁰⁰	1952. ⁰⁰
25200110*	SODDING, SALT TOLERANT	SY	488	13. ⁰⁰	6344. ⁰⁰
25200200*	SUPPLEMENTAL WATERING	UNIT	10	100. ⁰⁰	1000. ⁰⁰
PAGE 2-B SUB-TOTAL					218,209. ⁰³
TOTAL					582,598. ⁶⁴

* = Special Provision provided within the Contract Documents
 ** = Item provided for the purpose of obtaining a contract unit price.
 *** = Includes IDOT Standards: 701301, 701501, 701701, 701801, 701901



SCHEDULE OF PRICES

Route: 2015 Street Improvement Program
 County: COOK
 Local Agency: VILLAGE OF WHEELING
 Section: 15-00084-00-RS

Schedule for Multiple Bids

Combination letter	Sections Included in Combinations	Total

AWARD OR REJECTION NOTE:

THIS PROJECT SHALL BE AWARDED TO ONLY ONE (1) CONTRACTOR. The Village of Wheeling reserves the right to award the contract to the lowest responsible Bidder for OPTION #1 or the lowest responsible Bidder for OPTION #2 or the lowest responsible Bidder for OPTION #3, in the schedule of prices, based upon which lowest bid is in its best financial interest. Providing the lowest bid on an Individual BID OPTION does not guarantee the Contractor will be awarded the contract, as the Contractor will need to be the lowest bidder on the OPTION that the Village ultimately selects at its own discretion.

Each Bidder must submit bids for OPTION #1, OPTION #2, and OPTIONS #3 to be eligible for the award of the contract. Failure to do so may result in the rejection of the Contractor's Bid.

Accompanying the proposal is either a bid bond on Department form BLR 12230 or a proposal guarantee check, complying with the specifications, made payable to the Village Treasurer, with the amount being 10% of the bid amount for the total of OPTION #3.

The Owner reserves the right to accept or reject any and all proposals or to waive technicalities, or to accept or reject any item of any proposal, and to disregard any informality on the bids and bidding, when in its opinion the best interest of the Village will be served by such actions. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days. All bidders must submit a Bid for all items and all OPTIONS listed to have a responsive bid. Failure to comply with all items of this provision will be a basis for rejecting the Bid.

Schedule for Single Bid

BID OPTION #3 - All Streets

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making entire BID OPTION #3 Improvements (Page 3-A Sub-Total + Page 3-B Sub-Total)	751,835.43
--	------------

No.	Item	Unit	Quantity	Unit Price	Total
20101200*	TREE ROOT PRUNING	EACH	11	140.00	1,540.00
20201200*	REMOVAL & DISPOSAL OF UNSUITABLE MATERIAL (UNDERCUT)	CY	302	32.00	9,664.00
66901XXX*	REMOVAL & DISPOSAL OF CONTAMINATED WASTE **	CY	30	130.00	3,900.00
20700420*	POROUS GRANULAR EMBANKMENT, SUBGRADE	CY	302	30.00	9,060.00
44000156	HOT-MIX ASPHALT SURFACE REMOVAL, 1.75-INCH [RESURFACE AREAS]	SY	17,100	2.10	35,910.00
44000XXX*	HOT-MIX ASPHALT SURFACE REMOVAL, 1.75-INCH, W/ PAVING FABRIC [RESURFACE AREAS]	SY	5,625	2.30	12,937.50
44000100*	PAVEMENT REMOVAL (FULL DEPTH) [RECONSTRUCTION AREAS]	SY	1,810	15.00	27,150.00
40600982	HOT-MIX ASPHALT SURFACE REMOVAL, BUTT-JOINT	SY	228	6.00	1,368.00
442019XX	CLASS D PATCHING, TY II, 10-INCH**	SY	25	90.00	2,250.00
44000200	DRIVEWAY PAVEMENT REMOVAL	SY	1,435	16.05	23,031.75
44000500	COMBINATION CONCRETE C&G REMOVAL	LF	1,873	4.28	8,016.84
44000600	SIDEWALK REMOVAL	SF	1,589	1.07	1,700.23
35101400*	AGGREGATE BASE COURSE, TY B [1.95 TONS/CY]	TON	50	25.00	1,250.00
35102200	AGGREGATE BASE COURSE, TY B, 10-INCH	SY	1,810	14.30	25,883.00
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	13,768	.01	137.68
40600625	LEVELING BINDER (MACHINE METHOD), N50	TON	738	70.00	51,660.00
40600525	LEVELING BINDER (HAND METHOD), N50	TON	30	90.00	2,700.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19 0, N50	TON	320	65.00	20,800.00
40603310	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	3,279	70.00	229,530.00
PAGE 3-A SUB-TOTAL					468,488.60

BID OPTION #3 - All Streets (Continued)

60611815*	COMBINATION CONCRETE CURB & GUTTER, TY M, (SPECIAL) - M3 12	LF	1,132	32.10	36,337.20
60603800	COMBINATION CONCRETE CURB & GUTTER, TY B - B6 12	LF	741	32.10	23,786.10
XX080813	CURB WEDGE AREA BACKFILL (P.C.C.)	LF	1,498	3.21	4,808.58
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH (RESIDENTIAL AREAS)	SY	100	74.90	7,490.00
42300600	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 10 INCH (INDUSTRIAL AREAS)	SY	80	85.60	6,848.00
Z0004510	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 5"	SY	1,255	30.00	37,650.00
X0325225*	BRICK PAVEMENT REMOVAL & RESET (DRIVEWAY APRONS) **	SY	30	150.00	4,500.00
42400200	PCC SIDEWALK, 5-INCH	SF	1,589	8.03	12,759.67
42400800	DETECTABLE WARNINGS	SF	218	29.96	6,531.28
80108200*	PIPE UNDERDRAIN, 8-INCH (SPECIAL)	EACH	44	577.80	25,423.20
Z0017400*	DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED	EACH	75	321.00	24,075.00
21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SY	1,810	2.50	4,525.00
XX002258*	MODIFIED CURB DRAINAGE STRUCTURE STANDARD	EACH	44	535.00	23,540.00
28000500	INLET & PIPE PROTECTION	EACH	54	64.20	3,466.80
67100100	MOBILIZATION	LS	1	5,000.00	5,000.00
70101700*	TRAFFIC CONTROL AND PROTECTION - IDOT STANDARD***	LS	1	11,000.00	11,000.00
78000200	THERMOPLASTIC PAVEMENT MARKING LINE - 4" **	LF	50	6.00	300.00
78000850	THERMOPLASTIC PAVEMENT MARKING LINE - 24"	LF	22	90.00	1,980.00
Z0013798*	CONSTRUCTION LAYOUT	LS	1	2,700.00	2,700.00
Z0019600*	DUST CONTROL WATERING	UNIT	11	150.00	1,650.00
21101610*	TOPSOIL FURNISH & PLACE, 3-INCH	SY	2,228	4.00	8,912.00
25200110*	SODDING, SALT TOLERANT	SY	2,228	13.00	28,964.00
25200200*	SUPPLEMENTAL WATERING	UNIT	11	100.00	1,100.00
PAGE 3-B SUB-TOTAL					283,346.83
TOTAL					751,835.43

* = Special Provision provided within the Contract Documents
 ** = Item provided for the purpose of obtaining a contract unit price.
 *** = Includes IDOT Standards: 701301, 701501, 701701, 701801, 701901

RETURN WITH BID

CONTRACTOR CERTIFICATIONS

County	Cook
Local Public Agency	Village of Wheeling
Section Number	16-00084-00-RS
Route	2016 Street Improvements

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.

2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that 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 in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that 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 in behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.

4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

RETURN WITH BID

SIGNATURES

County Cook
Local Public Agency Village of Wheeling
Section Number 16-00084-00-RS
Route 2016 Street Improvements

(If an individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

Inset Names and Addressed of All Partners

} _____

(If a corporation)

Corporate Name Schroeder Asphalt Services, Inc.

Signed By Ronald Schroeder
President

Business Address P.O. Box 831
Huntley, IL 60142

Insert Names of Officers

President Ronald Schroeder

Secretary Grace Foss

Treasurer Karen Schroeder

Attest:

Grace A. Foss
Secretary



**Illinois Department
of Transportation**

**Apprenticeship or Training
Program Certification**

Return with Bid

Route 2016 MFT Street Improvement Program
 County Cook
 Local Agency Village of Wheeling
 Section 16-00084-00-RS

All contractors are required to complete the following certification:

For this contract proposal or for all groups in this deliver and install proposal.

For the following deliver and install groups in this material proposal:

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
- III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

International Brotherhood of Teamsters. Joint Council No. 25 Training Fund.
Chicagoland Laborers' Training & Apprenticeship Program.
Operating Engineers Local 150 Apprenticeship & Training Program.

IV. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership.

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or after award may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder: Schroeder Asphalt Services, Inc.

By:



(Signature)

Address: P.O. Box 831, Huntley, IL 60142

Title:

Brent Schroeder/Vice President

RETURN WITH BID



Affidavit of Illinois Business Office

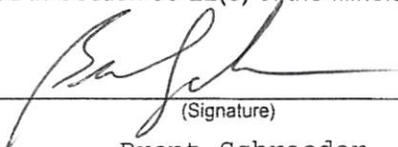
County Cook
Local Public Agency Village of Wheeling
Section Number 16-00084-00-RS
Route 2016 Street Improvements

State of Illinois)
) ss.
County of Cook Huntley)

I, Brent Schroeder of Marengo, Illinois,
(Name of Affiant) (City of Affiant) (State of Affiant)

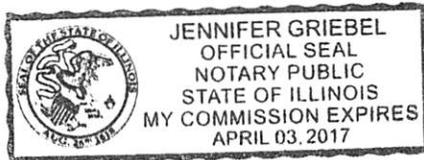
being first duly sworn upon oath, states as follows:

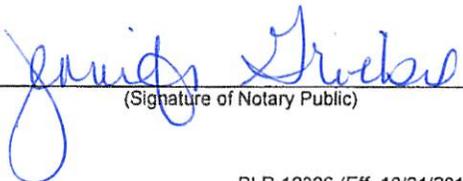
1. That I am the Vice President of Schroeder Asphalt Services, Inc.
officer or position bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under this proposal, Schroeder Asphalt Services, Inc., will maintain a
(bidder)
business office in the State of Illinois which will be located in McHenry County, Illinois.
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.


(Signature)
Brent Schroeder
(Print Name of Affiant)

This instrument was acknowledged before me on the 27th day of April, 2016.

(SEAL)




(Signature of Notary Public)



**Illinois Department
of Transportation**

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability
For the Letting of 3/20/2016

(Letting date)

Instructions: Complete this form by either typing or using black ink.
"Authorization to Bid" will not be issued unless both sides of this form are
completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	5	
Contract Number				16-00098-00-RS	16-02000-01-GM	
Contract With	Glen Ellyn	City of Darien	City of Elgin	Village of Palatine	Bloomington Township	
Estimated Completion Date	06/30/16	07/15/16	07/30/2016	07/02/2016		
Total Contract Price	122,700.00	1,638,634.04	1,424,632.34	467,540.26	513,915.62	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	122,700.00	1,638,634.04	1,282,566.82	467,540.26	513,915.62	4,025,356.74
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						4,025,356.74

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

						Accumulated Totals
Earthwork		112,349.09	312,947.31	61,376.55	6,961.20	493,634.15
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving	95,000.00	1,214,637.25	179,570.25	103,748.41	333,809.00	1,926,764.91
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces		109,154.50	111,557.75	75,576.80	26,760.37	323,049.42
Highway, R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping			73,060.00			73,060.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling	27,700.00	202,493.20	119,892.62	61,738.50	21,813.20	433,637.52
						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
Traffic Control			13,000.00		4,000.00	17,000.00
						0.00
Totals	122,700.00	1,638,634.04	810,027.93	302,440.26	393,343.77	3,267,146.00

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	5
Subcontractor			Schroeder & Schroeder	Galaxy	Galaxy Underground
Type of Work			Concrete	Sewer	Sewer
Subcontract Price			322,248.09	70,180.00	6,720.00
Amount Uncompleted			322,248.09	70,180.00	6,720.00
Subcontractor			JNC	Suburban Concrete	Gallagher Asphalt
Type of Work			Sewer	Concrete	Heater Scarification
Subcontract Price			279,150.00	72,420.00	110,757.85
Amount Uncompleted			150,290.80	72,420.00	110,757.85
Subcontractor				Freddy's	Mark-It
Type of Work				Landscaping	Striping
Subcontract Price				22,500.00	3,094.00
Amount Uncompleted				22,500.00	3,094.00
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	472,538.89	165,100.00	120,571.85

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this 27th day of APRIL, 2016.

Jennifer Griebel
Notary Public

My commission expires: 4/3/17

(Notary Seal)



Type or Print Name Grace Foss Secretary
Officer or Director Title

Signed Grace A. Foss

Company Schroeder Asphalt Services, Inc.

Address P.O. Box 831
Huntley, IL 60142



**Illinois Department
of Transportation**

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability
For the Letting of 3/20/2016
(Letting date)

Instructions: Complete this form by either typing or using black ink.
"Authorization to Bid" will not be issued unless both sides of this form are
completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	5	
Contract Number				16-00098-00-RS	16-02000-01-GM	
Contract With	Glen Ellyn	City of Darien	City of Elgin	Village of Palatine	Bloomington Township	
Estimated Completion Date	06/30/16	07/15/16	07/30/2016	07/02/2016		
Total Contract Price	122,700.00	1,638,634.04	1,424,632.34	467,540.26	513,915.62	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	122,700.00	1,638,634.04	1,282,566.82	467,540.26	513,915.62	4,025,356.74
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						4,025,356.74

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

						Accumulated Totals
Earthwork		112,349.09	312,947.31	61,376.55	6,961.20	493,634.15
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving	95,000.00	1,214,637.25	179,570.25	103,748.41	333,809.00	1,926,764.91
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces		109,154.50	111,557.75	75,576.80	26,760.37	323,049.42
Highway,R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping			73,060.00			73,060.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling	27,700.00	202,493.20	119,892.62	61,738.50	21,813.20	433,637.52
						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
Traffic Control			13,000.00		4,000.00	17,000.00
						0.00
Totals	122,700.00	1,638,634.04	810,027.93	302,440.26	393,343.77	3,267,146.00

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	5
Subcontractor			Schroeder & Schroeder	Galaxy	Galaxy Underground
Type of Work			Concrete	Sewer	Sewer
Subcontract Price			322,248.09	70,180.00	6,720.00
Amount Uncompleted			322,248.09	70,180.00	6,720.00
Subcontractor			JNC	Suburban Concrete	Gallagher Asphalt
Type of Work			Sewer	Concrete	Heater Scarification
Subcontract Price			279,150.00	72,420.00	110,757.85
Amount Uncompleted			150,290.80	72,420.00	110,757.85
Subcontractor				Freddy's	Mark-It
Type of Work				Landscaping	Striping
Subcontract Price				22,500.00	3,094.00
Amount Uncompleted				22,500.00	3,094.00
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	472,538.89	165,100.00	120,571.85

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this 27TH day of APRIL, 2016.

Jennifer Griebel
Notary Public

My commission expires: 4/3/17



Type or Print Name Grace Foss Secretary
Officer or Director Title

Signed Grace A. Foss

Company Schroeder Asphalt Services, Inc.

Address P.O. Box 831
Huntley, IL 60142



Illinois Department of Transportation

Local Agency Proposal Bid Bond

Route 2016 MFT Street Improvement
County Cook
Local Agency Village of Wheeling
Section 16-00084-00-RS

RETURN WITH BID

PAPER BID BOND
WE Schroeder Asphalt Services, Inc. as PRINCIPAL,
and Hudson Insurance Company as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 10% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 27th day of April, 2016

Principal

Schroeder Asphalt Services, Inc.
By: Ronald Schuder President
(Company Name) (Signature and Title)

(If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

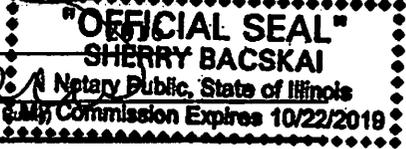
Hudson Insurance Company
By: Kevin J. Scanlon
(Name of Surety) (Signature of Attorney-in-Fact)

STATE OF ILLINOIS, COUNTY OF WILL
I, Sherry Bacskai, a Notary Public in and for said county, do hereby certify that Ronald Schroeder & Kevin J. Scanlon

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27th day of April

My commission expires 10/22/2019



ELECTRONIC BID BOND

Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)
The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above.

Electronic Bid Bond ID Code

(Company/Bidder Name)
(Signature and Title)
Date



BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Kevin J. Scanlon, Richard L. McWetby, Gary A. Eaton, Jr., Robert W. Kegley, Jr. of the State of Illinois

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto signed, on this 13th day of November, 2014 at New York, New York.



Attest: Dina Daskalakis, Corporate Secretary

[Signature of Dina Daskalakis]

HUDSON INSURANCE COMPANY

By: Michael P. Gleeson, Senior Vice President

[Signature of Michael P. Gleeson]

STATE OF NEW YORK COUNTY OF NEW YORK SS.

On the 13th day of November, 2014 before me personally came Michael P. Gleeson to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.



(Notarial Seal)

ANN M. MURPHY Notary Public, State of New York No. 01MU6067553 Qualified in Nassau County Commission Expires December 10, 2017

[Signature of Ann M. Murphy]

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Company this 27th day of April, 2016



By: Dina Daskalakis, Corporate Secretary

[Signature of Dina Daskalakis]

VILLAGE OF WHEELING LEGISLATIVE COVER MEMORANDUM

AGENDA ITEM NO(S): #13.D

(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: May 16, 2016

TITLE OF ITEM SUBMITTED: A Resolution Accepting a Proposal from Haeger Engineering LLC for Engineering and Inspection Services for the 2016 Motor Fuel Tax (MFT) Street Improvement Project

SUBMITTED BY: Mark Janeck, Director of Public Works

BASIC DESCRIPTION OF ITEM¹: A resolution seeking approval of a not-to-exceed \$24,800 proposal from Haeger Engineering LLC to provide construction supervision services in accordance with Illinois Department of Transportation requirements for the 2016 Motor Fuel Tax (MFT) Street Improvements.

BUDGET²: Included in the Capital Projects Fund.

BIDDING³: Not required for professional services.

EXHIBIT(S) ATTACHED: Memo, Resolution, Proposal.

RECOMMENDATION: Approval

SUBMITTED FOR BOARD CONSIDERATION: **VILLAGE MANAGER**

¹ *The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.*

² *If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).*

³ *If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered*



MEMORANDUM

TO: Jon Sfondilis, Village Manager
FROM: Mark Janeck, Director of Public Works
DATE: May 10, 2016
SUBJECT: Haeger Engineering LLC's Engineering and Inspection Services Agreement for the 2016 Motor Fuel Tax (MFT) Street Improvement Project

EXECUTIVE SUMMARY

Staff is seeking approval of a not-to-exceed \$24,800 proposal from Haeger Engineering for Engineering and Inspection Services for the 2016 Motor Fuel Tax (MFT) Street Improvements.

Eastchester Subdivision, Mercantile Court, Harvester Court, Exchange Court, Denniston Court, Seton Court, and Jackson Drive are in need of repair and are selected for roadway improvements in 2016. The attached proposal for engineering inspection services includes construction observation, pay estimate preparation, and project close out in accordance with Illinois Department of Transportation requirements for improvements to approximately 8,022 linear feet of roadway. This proposal excludes construction supervision services for Jackson Drive as it is included in the original design contract.

Village staff has worked with Haeger Engineering over the past several years—including all engineering design work for the 2014, 2015, and 2016 street improvement projects—and is extremely pleased with their work product and cost of services and confident in their ability to perform the Inspection Services the 2016 Motor Fuel Tax (MFT) Street Improvements.

Funding for design services has been allocated in the Capital Projects Fund.

With your concurrence, please include this item on the May 16, 2016 Board meeting agenda.

RESOLUTION NO. 16 - _____

A RESOLUTION ACCEPTING A PROPOSAL FROM HAEGER ENGINEERING LLC FOR ENGINEERING AND INSPECTION SERVICES FOR THE 2016 MOTOR FUEL TAX (MFT) STREET IMPROVEMENT PROJECT

WHEREAS Eastchester Subdivision, Mercantile Court, Harvester Court, Exchange Court, Denniston Court, Seton Court, and Jackson Drive are selected for roadway improvements in 2016; and

WHEREAS, over the past several years staff has worked with Haeger Engineering LLC on numerous engineering projects and has had a successful and positive experience, and is confident in their abilities to perform the construction inspection services for the above-mentioned improvements; and

WHEREAS, Haeger Engineering was the design engineering consultant for above mentioned improvements;

WHEREAS, it is determined to be in the best interest of the Village of Wheeling to accept the attached proposal from Haeger Engineering for the Inspection Services involving the 2016 MFT Street Improvements project;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that the \$24,800 not-to-exceed proposal from Haeger Engineering LLC of Schaumburg, IL for consulting services for 2016 MFT Street Improvements is approved in accordance with the proposal dated April 22, 2016.

Trustee _____ moved, seconded by
Trustee _____ that Resolution No. 16 - _____ be adopted.

Trustee Brady _____ Trustee Krueger _____

Trustee Papantos _____ Trustee Lang _____

Trustee Vito _____ Trustee Vogel _____

President Argiris _____

ADOPTED this _____ day of _____, 2016, by the President and Board of

Trustees of the Village of Wheeling, Illinois.

Dean S. Argiris, Village President

ATTEST:

Elaine E. Simpson, Village Clerk

VIA EMAIL

April 22, 2016

Jon Tack, PE
Village Engineer
Village of Wheeling
2 Community Blvd
Wheeling, IL 60090
jtack@wheeling.gov

**RE: Village of Wheeling 2016 MFT Street Improvement Project
Proposal for Resident Engineering Services
Our File No.: P15991.382.01**

Dear Jon:

Haeger Engineering, LLC ("Haeger") is pleased to present this revised proposal for Resident Engineering inspection services for the 2016 MFT Street Improvement Project.

Project Scope & Locations

As you know, after project design was completed, the project scope was reduced to an overall 60 day construction schedule for all three options included in the bid documents. Previously the project was estimated for a 75 day duration.

Also, our current contract with you includes Resident Engineering inspection services for Jackson Drive. You have requested that we expand our proposed Resident Engineering services to include all other 2016 project streets, as follows:

Kristy Lane	787 lf
Hastings Road	318 lf
Hastings Court	310 lf
Gregor Lane	653 lf
Garth Road	1,256 lf
Eastchester Road	1,078 lf
Mercantile Court	791 lf
Harvester Court	562 lf
Exchange Court	676 lf
Denniston Court	403 lf
Seton Court	1,161 lf
TOTAL LENGTH	8,022 lf

Base Scope of Service

The Village of Wheeling has an annual Street Improvement Project which is partially funded by Motor Fuel Tax (MFT) monies. As discussed, all new streets included in this project scope will be designated as resurfacing projects.

Resurfacing projects consist of spot repairs on the C&G as well as the sidewalk, adjustments of drainage structures as necessary, mill existing asphalt, overlay with HMA, parkway restoration, etc.

Following are the requirements for this project:



Phase III - Construction

a. Provide Resident Engineering services during Construction (IDRs, weekly reports, etc.). Pre-construction work may include the project Resident Engineer attending pre-bid, bid opening or pre-construction meetings. We recommend that prior to construction, the Village arrange meetings with neighborhood representatives or homeowner’s association groups to review the project schedule. We will attend these meetings and will coordinate with Village staff to present anticipated project schedules, traffic and material staging and other impacts to residents during construction.

We understand that daily RE construction observation duties will fluctuate depending on construction activities. This work will include preparing daily inspector’s reports and weekly reports in accordance with IDOT guidelines for contract administration. RE work will also include coordination with the contractor and design engineer on plan design questions and coordination of requests for information and change orders. We will coordinate with the contractor and the Village to provide resident notification and respond to resident questions and concerns during construction, but assume that the Village will lead this effort.

b. Prepare & submit Pay Estimates to Village for processing. RE construction services will include preparing and submitting monthly Pay Estimates to the Village for processing. Weekly construction reports will be maintained and provided to the Village throughout construction in spreadsheet format.

c. Provide project close out per IDOT requirements for MFT projects. Following completion of construction activities, RE will coordinate with Village staff to perform a project walk-through and coordinate with them on preparation of a punch-list. Services will include Project Close Out documents as required by IDOT MFT guidelines.

Project Understanding & Exclusions

Based on previous experience, we estimate that the project streets listed above will entail 45 additional working days beyond the 45 already included in our agreement with you. Per our discussion we budget for providing an average of 6 hours of Resident Engineering services per day during this additional period.

We understand that Construction Layout at Material Testing services will not be required; this work will be provided by the project contractor. We assume that bid coordination services will not be required for this project, as we understand that the Village has already selected a contractor and awarded the project.

We assume that we will prepare MFT documents during the project and submit them to Village staff for their review and Village staff will forward the documents to IDOT for approval.

Fees

We propose to bill you monthly during the duration of the project, based on the percentage of work completed, for the following not-to-exceed fees. This proposal provides for 45 working days of part-time and/or full-time RE inspection services.

<u>Project Phase</u>	<u>Total Fee (NTE)</u>
Phase III a (RE Services during Construction – assume project scope requires 45 project days @ 6 avg onsite RE hrs per day and office coordination)	\$23,400
Phase III b (Pay Estimate Submittals)	\$800
Phase III c (Project Close Out)	\$600
Total Fee	\$24,800

GENERAL TERMS AND CONDITIONS

HAEGER ENGINEERING, LLC ("HAEGER" or "Consultant") agrees to furnish and the Client agrees to pay for engineering services provided on the project identified in Haeger's Proposal. Haeger and the client agree to the following terms and conditions governing this Agreement. For the purposes of this document, "Work" refers to construction and "services" refers to professional services.

1. **AGREEMENT.** These General Terms and Conditions, and the Haeger Engineering, LLC Proposal, to which these terms are attached (collectively, this "Agreement") shall be deemed to be one instrument. The Proposal and General Terms and Conditions shall be incorporated and made a part hereof of any Contract entered into between the parties and shall be binding and agreed to by both parties.
 2. **CLIENT'S RESPONSIBILITIES.** Client shall do the following in a timely manner so as to not delay the services of Haeger.
 - a.) Provide all criteria and full information as to client's requirements for the project, including design objectives and constraints, borings, probings and sub-surface explorations, hydrographic surveys, laboratory tests, environmental assessment and impact statements, property, boundary, easement, right-of-way, topographic and utility surveys, property descriptions, zoning, deed and other land use restrictions; all of which Haeger may use and rely upon in performing services under this Agreement.
 - b.) Arrange for access to and make all provisions for Haeger to enter upon public and private property as required for Haeger to perform services under this Agreement.
 - c.) Give prompt written notice to Haeger whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Haeger's services, or any defect or non-conformance in the work of any Contractor.
 - d.) Client reserves the right by written Change Order or Amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Haeger and Client shall negotiate adjustments acceptable to both parties to accommodate any changes.
 - e.) Make timely progress payments to Haeger as required by the Agreement.
 3. **HAEGER'S RESPONSIBILITIES.** Haeger will render engineering services in accordance with generally accepted and currently recognized engineering practices and principles. Notwithstanding anything to the contrary which may be contained in this Agreement, or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, Haeger shall not have control or be in charge of, and shall not be responsible for the means, methods, techniques, sequences, or procedures of construction, or the safety, safety precautions, or programs of the Client, the Construction Contractor, or other Contractors or Subcontractors performing any of the Work or providing any of the Services on the Project. Nor shall Haeger be responsible for the acts or omissions of the Client, or for the failure of the Client, any Architect, Engineer, Consultant, Contractor or Subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended or waived by Haeger.
 4. **INVOICES, PAYMENTS AND INTEREST.** All invoices are due and payable within thirty (30) days after submittal to Client unless specified otherwise in the proposal. All invoices shall be deemed to be proper and acceptable unless we are contacted in writing regarding an objection to the invoice within fifteen (15) days of the invoice date. Interest will be charged on all overdue payments at a rate of 1% per month.
 5. **SUSPENSION OR TERMINATION OF CONTRACT.** Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.
 6. **THIRD-PARTY BENEFICIARY.** If Client is a Contractor for the Owner of the Property, the parties acknowledge that Haeger Engineering, LLC is intended to be a third-party beneficiary of the contract entered into between Owner and Client. If Client is the Owner of the Property, the parties acknowledge that Haeger Engineering, LLC is intended to be a third-party beneficiary of the Construction Contract entered into between Owner and Contractor.
 7. **INDEMNIFICATION.** Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's
-



negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

8. **FORCE MAJEURE.** Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.
9. **OWNERSHIP OF DOCUMENTS.** All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining the Project. Failure by the client to pay for these services will result in the automatic revocation of the license. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.
10. **USE OF ELECTRONIC MEDIA.** Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.
11. **OPINIONS OF COST.** When included in Consultant's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.
12. **INSURANCE.** If the project goes to construction, the Client agrees to secure from all Contractors and Subcontractors working directly or indirectly on the Project, prior to the commencement of work of any kind, a separate policy of insurance covering public liability, death and property damage in an amount not less than \$1,000,000 per occurrence, naming the Client and Haeger Engineering, LLC and their officers, employees and agents as additional insureds, and that said Contractor and Subcontractor shall maintain such insurance in effect and bear all costs for the same until completion or acceptance of the Work.
13. **ENFORCEABILITY.** In the event that Haeger Engineering, LLC refers this Agreement to any attorney for any reason growing out of or related to interpretation of this Agreement or enforcement of any of the obligations hereunder, Client agrees to pay Haeger Engineering, LLC's reasonable attorney's fees and such actual costs incurred by Haeger Engineering, LLC.
14. **ASSIGNMENT.** This Agreement may not be assigned by Client without Haeger Engineering, LLC's written consent. In the event that Haeger Engineering, LLC consents to an assignment, such consent shall not relieve Client from any of its obligations under this Agreement. The Assignee shall be considered the agent of the Client, Client shall remain liable as if no assignment has been made. The Assignee shall be subject to and bound by the terms of the Proposal and the Terms and Conditions incorporated therein.
15. **SEVERABILITY.** Should any of the provisions of this Agreement prove to be invalid or otherwise ineffective, the other provisions of this Agreement shall remain in full force and effect.
16. **CONFLICT OF LAW.** The laws of the State of Illinois shall govern the interpretation, validity and construction of the Terms and Conditions of this Agreement.
17. **ACCEPTANCE OF THIS AGREEMENT.** Authorization for Haeger Engineering, LLC to initiate services on the Project shall constitute acceptance of the terms and conditions of this Agreement.

VILLAGE OF WHEELING LEGISLATIVE COVER MEMORANDUM

AGENDA ITEM NO(S): #13.E
(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: May 16, 2016

TITLE OF ITEM SUBMITTED: Resolution Approving a Contract with H&H Electric Company for Streetlight Maintenance and Repair Services for FY 2016.

SUBMITTED BY: Mark Janeck, Director of Public Works

BASIC DESCRIPTION OF ITEM¹: A resolution seeking approval of an hourly rate contract with H&H Electric Company of Franklin Park, IL to perform maintenance and repair services on Village-owned streetlights, including cable fault repairs and streetlight pole replacements.

BUDGET²: \$20,000 for work described in Option A is included in the 2016 budget. Option B of the Contract will be accomplished if funds become available.

BIDDING³: Bids were advertised on April 24, 2016. Three (3) bids were received and opened on May 6, 2016.

EXHIBIT(S) ATTACHED: Memo, Resolution, Bid Proposal, Contract

RECOMMENDATION: Approval

SUBMITTED FOR BOARD CONSIDERATION: Village Manager

¹ The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.

² If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).

³ If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered



MEMORANDUM

TO: Jon A. Sfondilis, Village Manager
FROM: Mark Janeck, Director of Public Works
DATE: May 11, 2016
SUBJECT: Streetlight Maintenance and Repair Services

EXECUTIVE SUMMARY

Staff recommends entering into a contract with H&H Electric Company (H&H) to perform streetlight maintenance and repair services on Village-owned streetlights and for the replacement of five (5) streetlights on 1st Street.

The Village of Wheeling is responsible for the maintenance and repairs of 1,110 streetlight fixtures on approximately 1,092 poles, associated electrical cable, electrical controllers, and related equipment to operate the streetlights. While substantial work related to streetlights is performed annually by Public Works personnel, contractual services for streetlight repairs are necessary in instances that require a licensed electrical contractor and/or specialized equipment. Numerous instances involving streetlights require an outside electrical contractor including tasks such as repairing cable faults and streetlight pole replacements from vehicular accidents on major roadways. These are situations that cannot be planned for, but do occur with regularity, often involving monetary reimbursement to the Village through third-party insurance coverage. The use of contractors for such work has been utilized by Public Works for the past 20 years.

A public bid was advertised on April 24, 2016, and bids were opened on May 6, 2016, from three (3) qualified contractors. The Contract includes hourly rates for labor and equipment and a unit price for materials on work involving normal streetlight maintenance and repair, and a not-to-exceed lump sum price for Option B which includes replacement of five (5) streetlight poles on 1st Street. Option B is currently unfunded and will only proceed if funding becomes available.

H&H was the lowest responsible and qualified bidder, and has performed streetlight maintenance for the Village over the past 10 years, providing good quality and professional services. H&H employs licensed electricians and serves many surrounding municipalities with streetlight maintenance, repairs and installation.

Public Works is requesting approval of the attached one (1) year contract including two (2) renewal years, with H&H Electrical Company for streetlight maintenance and repair services. Funding is allocated in the FY 2016 Street budget.

With your concurrence, please include this item on the May 16, 2016 Board meeting agenda.

RESOLUTION NO. 16 - _____

RESOLUTION APPROVING A CONTRACT WITH H&H ELECTRIC COMPANY FOR STREETLIGHT MAINTENANCE AND REPAIR SERVICES FOR FY 2016.

WHEREAS, Public Works currently is responsible for the maintenance and repairs of nearly 1,110 streetlight fixtures on approximately 1,092 poles; and

WHEREAS, outside contractual services for streetlight repairs are necessary in instances where repairs require a licensed electrician such as cable fault repairs and streetlight pole replacement; and

WHEREAS, streetlight repair work is often performed on an as-needed basis due to vehicle damage or weather related situations; and

WHEREAS, Public Works does not have licensed electrical personnel or the specialized equipment capable to safely repair streetlights; and

WHEREAS, required advertising was completed and three (3) sealed bids that included hourly labor rates and unit prices for materials from electrical contractors were received and opened on May 6, 2016 ; and

WHEREAS, H&H Electric Company was the lowest qualified and responsible bidder, has worked for the Village on streetlight maintenance for numerous years, and has successfully served several surrounding municipalities in the same capacity;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that the Village President is authorized to execute a contract with H&H Electric Company, from Franklin Park, IL, for a streetlight maintenance and repair services as described in the Contract.

Trustee _____ moved, seconded by Trustee _____

that Resolution No. 16 - _____ be adopted.

President Argiris _____

Trustee Brady _____

Trustee Krueger _____

Trustee Lang _____

Trustee Papantos _____

Trustee Vito _____

Trustee Vogel _____

ADOPTED this _____ day of _____, 2016, by the
President and Board of Trustees of the Village of Wheeling, Illinois.

Dean S. Argiris
Village President

ATTEST:

Elaine E. Simpson
Village Clerk

VILLAGE OF WHEELING
STREETLIGHT MAINTENANCE AND REPAIR SERVICES

CONTRACT DOCUMENT

This agreement is made this 16th day of May, 2016 between and shall be binding upon the Village of Wheeling, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (H&H Electric Company) hereinafter to as (the "Contractor") and its successors.

Witnessed, that in consideration of the mutual promises of the parties delineated in the contract documents, the Contractor agrees to perform the services and the Village agrees to pay for the following services as set forth in the contract documents:

Streetlight Maintenance and Repair Services

1. This contract shall embrace and include all of the applicable contract documents listed below as if attached hereto or repeated herein:
 - a. Specification and Contract Document for STREETLIGHT MAINTENANCE AND REPAIR SERVICES, consisting of the following:
 - i. Cover Sheet
 - ii. Table of Contents
 - iii. Invitation to Bid on Contract Document Legal Notice
 - iv. Standard General Conditions of the Construction Contract, EJCDC C-700 2007 Edition (as modified)
 - v. Specific Terms, Conditions and Instructions and Blue Prints
 - vi. Bid Proposal Form
 - vii. Plans and Specifications
 - viii. All issued Addenda
 - ix. Certificate of Eligibility to Enter into Public Contracts
 - x. Required Performance and Payment Bonds
 - xi. Required Insurance Certificates
 - xii. All other Modifications issued after the execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the work issued by the Engineer.
 - b. The Contractor's Bid Proposal Dated
 - c. Required Performance and Payment Bonds and Certificate of Insurance
2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the items, and installation of the same, which are the subject matter of this contract the total

sum of not-to-exceed \$20,000 paid in accordance with the provisions of the Local Government Prompt Payment Act.

3. The Contractor represents and warrants that it will comply will all applicable Federal, State and local laws concerning prevailing wage rates and all Federal, State and local laws concerning equal employment opportunities.
4. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work on this project by December 31, 2016 from the date of the Notice to Proceed. Time is of the essence of this Contract and Contractor agrees to achieve completion within the contract time by all proper and appropriate means including working overtime without additional compensation.
5. Bonds required to guarantee performance and payment for labor and material for this work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Contractor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.
6. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this contract the Village demands that the Contractor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
7. In executing this Contract, Contractor agrees that it has examined the site of the work and the conditions existing therein, has examined the Contract Documents and taken and compared field measurements and conditions with those Documents.
8. This Contract represents the entire Agreement between the parties and may not be modified without the written approval of both parties.
9. Where the terms of this Contract conflict with the provisions of the Contract Documents, the Contract Documents shall be binding.

IN WITNESS WHEREOF, the Village of Wheeling, Illinois by, Village President, and the Contractor have hereunto set their hands this 16th day of May, 2016.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here:

Accepted this ___day of _____, 20__.

Individual or Partnership _____ Corporation _____

By

Position/Title

By

Position/Title

Print Company Name

THE VILLAGE OF WHEELING, ILLINOIS

Accepted this 16th day of May, 2016.

Dean S. Argiris
Village President

Attest:

Elaine Simpson
Village Clerk