

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, OCTOBER 3, 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 September 6, 2016
- 5. IN CONSIDERATION OF A REQUEST FOR A CLASS A LIQUOR LICENSE**

Louie's Boston Fish Market, LLC
412 N. Milwaukee Avenue

- 6. 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.***

B. [Ordinance Authorizing the Sale by Public Auction of Surplus Property Owned by the Village of Wheeling](#)

12. **OLD BUSINESS**

13. **NEW BUSINESS All listed items for discussion and possible action**

A. [Resolution Waiving Competitive Bids and Authorizing the Purchase of Radio Communication Equipment at a Cost not to Exceed \\$32,794.36](#)

B. [Resolution Waiving Competitive Bids and Authorizing the Refurbishment of Engine 612 by Kards Incorporated Vehicle Services at a Cost not to Exceed \\$35,000.00](#)

C. [Resolution Waiving Competitive Bids and Authorizing the Purchase of Two \(2\) Stryker Power-Pro XT Stretchers at a Cost not to Exceed \\$36,200.52](#)

D. [Resolution Waiving Competitive Bidding and Authorizing the Village Manager to Approve a Contract with Orange Crush LLC for the Street Patching and Resurfacing Program](#)

E. [Resolution Accepting a Bid and Approving a Contract with Glenbrook Excavating & Concrete, Inc. for the 2016 Sanitary Sewer Realignment Project](#)

F. [Resolution Authorizing the Village Manager to Execute a Consultant Contract with ICF Incorporated LLC for Relocation Specialist Consulting Services for the Fox Point Mobile Home Community, 573-601 S. Milwaukee Avenue](#)

G. [Resolution Authorizing the Village President to Execute a License Agreement for Site Preparation Construction and Maintenance Work Relating to the Town Center](#)

14. **OFFICIAL COMMUNICATIONS**

15. **APPROVAL OF BILLS** September 15-28, 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

National Manufacturing Day – October 7, 2016

WHEREAS, innovative technologies, new wellsprings of manufacturing entrepreneurship, and our country's increasing competitiveness are fueling a revitalization of American manufacturing; and

WHEREAS, America's manufacturers have created jobs at the fastest pace in decades, adding more than 700,000 new jobs since 2010; and

WHEREAS, ensuring that America is at the forefront of 21st-century manufacturing requires research, investment, and a workforce possessing high-tech skills; and

WHEREAS, Wheeling has one of the strongest manufacturing sectors of any Illinois community, with over 14 million square feet of industrial space; and

WHEREAS, the Wheeling community benefits from the efforts of shared-interest groups like the Industrial/Manufacturing Committee of the Wheeling / Prospect Heights Chamber of Commerce, as well as from innovative partnerships between manufacturers, educators, and other local stakeholders; and

WHEREAS, on October 7, 2016, more than 1,600 American manufacturers, including Wheeling-based Keats Manufacturing, will open their doors and take up the important work of inspiring young people to pursue careers in manufacturing and engineering;

NOW, THEREFORE, I, Dean S. Argiris, President of the Village of Wheeling, do hereby proclaim October 7, 2016 to be National Manufacturing Day in the Village of Wheeling, and call upon the citizens of Wheeling to join me in recognizing the critical contributions that manufacturing makes to the prosperity of our region, our state, and our country.

DATED at the Village of Wheeling this 3rd day of October, 2016.

Dean S. Argiris
Village President

ATTEST:

Elaine E. Simpson
Village Clerk





Fire Prevention Week

October 9–15, 2016

WHEREAS, the Village of Wheeling is committed to ensuring the safety and security of all those living in and visiting our village; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, U.S. fire departments responded to 369,500 home fires in 2014, according to the National Fire Protection Association (NFPA); and

WHEREAS, U.S. home fires resulted in 2,745 civilian deaths in 2014, representing the majority (84 percent) of all U.S. fire deaths;

WHEREAS, in one-fifth of all homes with smoke alarms, the smoke alarms are not working; and

WHEREAS, three out of five home fire deaths result from fires in properties without smoke alarms (38 percent) or with no working smoke alarms (21 percent); and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, many Americans don't know how old the smoke alarms in their homes are, or how often they need to be replaced; and

WHEREAS, all smoke alarms should be replaced at least once every ten years; and

WHEREAS, the age of a smoke alarm can be determined by the date of its manufacture, which is marked on the back of the smoke alarm;

WHEREAS, the Village of Wheeling's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, Wheeling residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2016 Fire Prevention Week theme, "Don't Wait – Check the Date! Replace Smoke Alarms Every 10 Years" effectively serves to educate the public about the vital importance of replacing the smoke alarms in their homes at least every ten years, and to determine the age of their smoke alarms by checking the date of manufacture on the back of the alarms;

NOW, THEREFORE, I, Dean Argiris, President of the Village of Wheeling, do hereby proclaim October 9–15, 2016 as Fire Prevention Week, and I urge our residents to find out how old the smoke alarms in their homes are, to replace them if they're more than 10 years old, and to participate in the public safety activities and efforts of Wheeling's fire and emergency services.

DATED at the Village of Wheeling this 3rd day of October, 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: October 3, 2016

TITLE OF ITEM SUBMITTED: An Ordinance Amending the Wheeling Municipal Code Title 2, "Officers, Administration and Personnel", Chapter 2.01, "Village Officers" Section 2.01.050, "Compensation of Elected Officers"

SUBMITTED BY: James V. Ferolo-Klein Thorpe and Jenkins

BASIC DESCRIPTION OF ITEM: The Ordinance amends the compensation paid to the Village President and Trustees under the Wheeling Village Code to \$19,200 annually for the Village President and \$8,000 annually for Village Trustees. Pursuant to state law, the increases only apply to those officials elected during the April 2017 election and the April 2019 election. The increases cannot apply to those Trustees whose terms began prior to the April 2017 election. The amended code provision also adds an annual CPI increase that is capped at 3%. The annual increases will not start until 2019, when the compensation of all trustees will be uniform. The changes are shown in black line format to highlight the same for the codifiers.

EXHIBIT(S) ATTACHED: Ordinance

RECOMMENDATION: Approval

SUBMITTED FOR BOARD APPROVAL: Village Manager

APPLICABLE STATUTES

65 ILCS 5/3.1-50-5 [Salary/Compensation - Establishment]

Sec. 3.1-50-5. Establishment. All municipal officers, except as otherwise provided, shall receive the salary or other compensation that is fixed by ordinance. *Salaries or other compensation shall not be increased or diminished so as to take effect during the term of any officer holding an elective office.* The salaries, fees, or other compensation of any appointed municipal officer, not including those appointed to fill vacancies in elective offices, may be increased but not diminished so as to take effect during the term for which the officer was appointed.

65 ILCS 5/3.1-50-10 [Salaries of Municipal Officers and Employees]

Sec. 3.1-50-10. Fixing salaries. The corporate authorities of a municipality may fix the salaries of all municipal officers and employees in the annual appropriation or budget ordinance. They may fix the salary of all officers who hold elective office for a definite term in an ordinance other than the appropriation or budget ordinance. The salaries that are fixed in the annual appropriation ordinance shall neither be increased nor diminished during the fiscal year for which the appropriation is made. *The salaries that are fixed by ordinance for those officers who hold elective office for a definite term shall neither be increased nor diminished during that term and shall be fixed at least 180 days before the beginning of the terms of the officers whose compensation is to be fixed.*

65 ILCS 5/3.1-50-15 [Compensation of Corporate Authorities]

Sec. 3.1-50-15. Compensation of members of corporate authorities.

(a) The ordinance fixing compensation for members of the corporate authorities shall specify whether those members are to be compensated (i) at an annual rate or, (ii) for each meeting of the corporate authorities actually attended if public notice of the meeting was given.

(b) Each member of the corporate authorities may receive reimbursement from the municipality for expenses incurred by the member in attending committee meetings of the corporate authorities or for other expenses incurred by the member in the course of performing official duties.

ORDINANCE NO. - _____

AN ORDINANCE AMENDING THE WHEELING MUNICIPAL CODE TITLE 2, "OFFICERS, ADMINISTRATION AND PERSONNEL", CHAPTER 2.01, "VILLAGE OFFICERS," SECTION 2.01.050 "COMPENSATION OF ELECTED OFFICERS"

WHEREAS, the President and Board of Trustees have considered the provisions of the Wheeling Municipal Code relating to the timing of payment of compensation of elected officers; and

WHEREAS, the performance of the duties of a Wheeling elected officer requires a significant amount of time and effort; and

WHEREAS, the President and Board of Trustees find it to be in the best interests of the Village of Wheeling to amend the provisions of the Wheeling Municipal Code Section 2.01.050 "Compensation of Elected Officers" to increase such compensation, which was last adjusted in 2008.

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.

Section 2.01.050 is amended to read as follows:

2.01.050 - Compensation of elected officers.*

(a)

The elected village officers shall receive the following annual compensation salaries, payable bi-weekly in equal installments during their respective terms of office so long as they hold such office:

(1)

President, eleven nineteen thousand two hundred dollars;

(2)

Clerk, seven thousand dollars;

(3)

Trustee, six eight thousand dollars.

(b)

In addition to such compensationsalary, each elected village official shall receive reimbursement for actual expenses reasonably incurred while

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attending meetings of the corporate authorities or committees thereof, and in the course of other official village business. Travel and per diem expenses incurred by elected village officials on trips beyond the borders of the state shall not be received unless such travel has been approved in advance by the corporate authorities.

(c) The increase in elected officers' compensation provided for in this ordinance shall apply to those elected officers whose terms of office commence in May of 2017, after the consolidated election in April of 2017 and to those elected officers whose terms commence in May of 2019, after the consolidated election in April of 2019. The increase shall not apply to those members of the Board of Trustees whose terms began prior to the date of this ordinance.

(d) Effective May 1, 2019 and on each May 1st thereafter, the compensation then in effect for any elected officer, including the Village President, Village Clerk and Village Trustee, shall be increased by an amount equal to lower of the percentage increase of the Consumer Price Index (United States Bureau of Labor Statistics, Midwest Region, All Urban Consumers, All Items, 1982-1984=100) for the twelve-month period from January 2018 through December 2018 and every twelve month period thereafter, or three per cent. No compensation shall be decreased pursuant to this adjustment below the compensation currently in effect on each May 1st.

~~(e)~~

(e) Salaries Compensation and expenses of elected officials of the village shall be paid by the village from general village funds, except as may be otherwise provided by the corporate authorities in the case of expenses payable from grants or other nontax revenue sources.

Section B

Those sections, paragraphs and provisions of Title 2, Chapter 2.01, Section 2.01.050 of the Wheeling Municipal Code which are not expressly amended or repealed by this Ordinance are hereby reenacted, and it is expressly declared to be the intention of this Ordinance not to amend any portion of the Wheeling Municipal Code other than those sections expressly amended in Section A of this Ordinance.

Section C

If any provision of this Ordinance, or any application thereof to any person, property or circumstance, shall be held to be invalid or unenforceable by a court

of competent jurisdiction, such invalidity or unenforceability shall not effect other provisions or applications which can be given effect without the invalid or unenforceable provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section D

This Ordinance 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
Ordinance No. _____ be passed.

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

APPROVED 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.

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

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

DATE OF BOARD MEETING: October 3, 2016

TITLE OF ITEM SUBMITTED: An Ordinance Authorizing the Sale by Public Auction of Surplus Property Owned by the Village of Wheeling

SUBMITTED BY: Mark Janeck, Director of Public Works

BASIC DESCRIPTION OF ITEM¹: The attached ordinance declares 16 Village-owned vehicles and machines as surplus and authorizes their sale at public auctions conducted by GovDeals.com and the Northwest Municipal Conference.

BUDGET²: N/A

BIDDING³: N/A

EXHIBIT(S) ATTACHED: Memorandum, Ordinance, List of Surplus Vehicles for Auction

RECOMMENDATION: Approval

SUBMITTED FOR BOARD APPROVAL: 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: September 28, 2016
SUBJECT: Sale by Public Auction of Surplus Property Owned by the Village of Wheeling

EXECUTIVE SUMMARY

Staff is requesting authorization of the sale of sixteen (16) surplus Village-owned vehicles and machines through public auctions conducted separately by GovDeals.com and the Northwest Municipal Conference (NWMC).

The attached ordinance declares sixteen (16) Village-owned vehicles and machinery assets as surplus and authorizes the sale of these vehicles through either an online (internet) public auction held by GovDeals.com, a liquidity services marketplace for government agencies, and/or America’s Auto Auction, a vehicle remarketing firm sanctioned by the NWMC and based in Crestwood, IL. Historically, the Village of Wheeling has successfully participated in a variety of public auction outlets to dispose of surplus vehicles and equipment. This allows the Village flexibility when attempting to recapture some of the capital costs incurred when the units were originally purchased. Most often, the Village has used vehicle and equipment auctions sanctioned by the Northwest Municipal Conference and GovDeals.com. The Village has so far been fortunate in its vehicle auction activities, generally obtaining what we consider fair pricing and efficient service.

The subject vehicles, once used by the Police, Fire, Public Works, and Community Development departments of the Village, now have maintenance and repair costs that have or will exceed the cost of replacements. Vehicles to replace these units have been specified, purchased, and placed into service, rendering the subject vehicles as surplus and no longer essential to fulfilling the Village’s mission.

With your concurrence, please include this item on the Monday, October 3, 2016 Board meeting agenda.

ORDINANCE _____

**AN ORDINANCE AUTHORIZING THE SALE BY PUBLIC AUCTION
OF SURPLUS PROPERTY OWNED BY THE VILLAGE OF WHEELING**

WHEREAS, it is no longer necessary, useful, or in the best interests of the Village to retain ownership of the surplus public property hereinafter described; and

WHEREAS, it has been determined by the President and Board of Trustees of the Village of Wheeling to sell said property through means that will be most beneficial to the Village of Wheeling.

**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 ONE: Pursuant to Section 5/11-76-4 of the Illinois Municipal Code, Illinois Compiled Statutes, Ch. 65, the Board finds that the following surplus property, owned by the Village and listed on Attachment "A", dated September 27, 2016, is no longer necessary or useful to the Village, and the best interests of the Village would be best served by its sale.

SECTION: TWO: The Village Manager is hereby authorized and directed to sell the aforementioned public property now owned by the Village to the successful bidder through GovDeals.com internet auction services and America's Auto Auction. GovDeals.com provides services to various government agencies that allow the sale of surplus and confiscated items through the internet. America's Auto Auction conducts in-person live auctions at their facility located in Crestwood, IL., for Northwest Municipal Conference members. The auction(s) shall be conducted in the manner set forth in the specifications for the sale of municipal vehicles and equipment attached hereto and made a part of this ordinance.

SECTION THREE: No bid which is less than the minimum value set for the property to be sold shall be accepted, unless a lower amount is authorized by the Village Manager or his representative.

SECTION FOUR: Upon payment of the full auction price, the Village Manager is hereby authorized and directed to convey and transfer title of the subject surplus property to the successful bidder.

SECTION FIVE: This Ordinance shall be in full force and effect from and after its approval by the Corporate Authorities, in the manner provided by law.

Trustee _____ moved, seconded by Trustee _____
that Ordinance No. _____ be passed.

President Argiris _____

Trustee Brady _____

Trustee Krueger _____

Trustee Vito _____

Trustee Lang _____

Trustee Papantos _____

Trustee Vogel _____

PASSED 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

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.



MEMO

DATE: September 16, 2016

TO: Jon Sfondilis, Village Manager

FROM: Keith Maclsaac, Fire Chief

CC: David Palmeri, Deputy Fire Chief
Brian Meisinger, Firefighter/Paramedic (Radio Committee)
File – Radios

SUBJECT: Waiving Competitive Bids and Purchasing Radios from Radicom, Inc.

EXECUTIVE SUMMARY

Purchasing four (4) portable radios, two (2) mobile radios, and two (2) aviation radios from a single vendor (i.e. Radicom) at a cost not to exceed \$32,794.36. Waiving competitive bids and Village Board approval is required since the combined purchase exceeds \$20,000.00 from a single vendor.

Two (2) ambulances are currently in construction and will be delivered later this fall. As part of each vehicle purchase, funds are included in the Capital Equipment Replacement Fund (CERF) to purchase and install new radio communications equipment. Historically, the Fire Department's radios have solely operated on the "Very High Frequency (VHF)" radio spectrum, while the Police Department's radios have solely operated on the "Ultra High Frequency (UHF)" radio spectrum. This arrangement is very typical nationwide. Since the terrorist attacks on 9/11/01, the need for radio interoperability between all emergency response agencies has increased. In order to move towards radio interoperability between both Wheeling agencies, as well as other regional county and state agencies, we have investigated options that would allow us to begin moving in this direction, as well as leave all radio communication options open regarding which emergency dispatch center the Fire Department maybe involved with in the next several years. Due to the complex nature of these types of radios (i.e. essentially three (3) radios combined into one (1) unit), there are a limited number of radio manufacturers and model types in which to choose from. The four (4) primary manufacturers are: Motorola, Kenwood, EF Johnson, and Harris. Not all manufacturers make both mobile and portable radios meeting the tri-band radio requirements. Quotes have been received regarding all four (4) manufacturers where possible for four (4) portable radios and two (2) mobile radios meeting our requested needs. The pricing for Harris is based upon a nationally awarded bid through the Fire-Rescue Group Purchasing Organization (GPO) and the Motorola pricing is based upon a regionally awarded bid through Northwest Central Dispatch (NWCD). A summary of the cost breakdowns is attached. After careful evaluation, I am recommending purchasing the Harris portable radios (i.e. lowest price) and the Kenwood mobile radios (i.e. second lowest price) from Radicom, Incorporated of McHenry, IL. In addition, we are purchasing two (2) aviation radios that allow the Fire Department to operate safely at Chicago Executive Airport also from Radicom. For these particular specialized mobile radios, they are manufactured by ICOM and are compatible with our other existing airport radios. Radicom is the regional distributor of the ICOM aviation radios in our area.

Even though each individual radio is well below Village bid requirements and some unit pricing is already based upon existing publicly awarded bid pricing, the entire purchase would be from a single vendor exceeding \$20,000.00 and is therefore required to have Village Board approval. I am requesting waiving of competitive bids and requesting authorization to proceed with the total purchase of these radios in the amount not to exceed \$32,794.36. If this meets with your approval, I have attached the necessary resolution and would like to refer this matter to the Village Board for their review and approval.

If you should have any questions related to either of these types of radios or this proposed purchase, please contact me directly at ext. 2665.

RESOLUTION NUMBER _____

RESOLUTION WAIVING COMPETITIVE BIDS AND AUTHORIZING THE PURCHASE OF RADIO COMMUNICATION EQUIPMENT AT A COST NOT TO EXCEED \$32,794.36.

WHEREAS, the Fire Department is replacing radio equipment that has reached the end of its established service life; and

WHEREAS, after careful evaluation, the Fire Department has determined to transition to multi-band/frequency radios that will allow interoperability with both local, regional, and federal emergency agencies; and

WHEREAS, said radios will provide increased flexibility in adapting to future potential changes regarding emergency radio communication needs; and

WHEREAS, sufficient funding of the proposed radio purchase is contained within the Capital Equipment Replacement Fund (CERF) associated with the replacement of two (2) existing ambulances; and

WHEREAS, pricing for said radio purchase involves a combination of pre-existing publicly awarded competitive bids and/or formal written quotes with no single item exceeding Village of Wheeling established public bidding requirements; and

WHEREAS, said purchase, however, will exceed a combined purchase price in excess of \$20,000 from a single vendor.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that formal bidding is hereby waived and the Fire Department is hereby authorized to proceed with said purchase of radio communication equipment from Radicom Incorporated of McHenry, IL at a cost not to exceed \$32,794.36.

Trustee _____ moved, seconded by Trustee _____ that Resolution Number _____ be adopted.

President Argiris _____ Trustee Papantos _____

Trustee Brady _____ Trustee Vito _____

Trustee Krueger _____ Trustee Vogel _____

Trustee Lang _____

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

Dean Argiris, Village President

ATTEST:

Elaine E. Simpson, Village Clerk

**2016 FIRE DEPARTMENT
RADIO QUOTES**

PORTABLE RADIOS				
VENDOR	MANUFACTURER	UNIT COST	# PURCHASED	TOTAL PURCHASE
Radicom	Harris	\$4,730.41	4	\$18,921.64
Motorola	Motorola	\$5,802.25	4	\$23,209.00
MOBILE RADIOS				
VENDOR	MANUFACTURER	UNIT COST	# PURCHASED	TOTAL PURCHASE
Radicom	Harris	\$6,631.97	2	\$13,263.94
Radicom	EF Johnson	\$5,966.85	2	\$11,933.70
Radicom	Kenwood	\$5,600.85	2	\$11,201.70
Motorola	Motorola	\$5,533.63	2	\$11,067.26
AIRPORT RADIOS				
VENDOR	MANUFACTURER	UNIT COST	# PURCHASED	TOTAL PURCHASE
Radicom	ICOM	\$1,335.51	2	\$2,671.02

HA 2/21/15
P25/245

Radicom
Business Communications Systems

Radicom Inc
Phone: 815-385-4224
Fax: 815-385-4368
2604 Chapel Hill Rd.
McHenry, IL 60051-3631

Quote

No.: **3921**
Date: 7/18/2016

Prepared for:
Brian Meisinger
Wheeling Fire
499S. Milwaukee Ave
Wheeling, IL 60090 U.S.A.

Prepared by: Mark A. Junkunc
Account No.: 3836

Quantity	Item ID	Description	UOM	Sell	Total
Subtotal Header 1					
Radio: Portable P25 XL-200					
4	XL-PPM1M	PORTABLE, XL-200P, PARTIAL,MIDNT BLK or Yellow	EA	\$2,700.00	\$10,800.00
4.00	Material	Feature package, Dual Band, VHF+7/800	EA	\$1,000.00	\$4,000.00
Features:					
4.00	Material	Feature, Single-Key DES Encryption	EA	\$0.01	\$0.04
4	XL-PKGPT	FEATURE PACKAGE, P25 TRUNKING	EA	\$1,500.00	\$6,000.00
Above feature includes Emergency, Dynamic Regroup, Proscan, and 1024 system Groups.					
4	XL-PL4F	FEATURE,P25 PHASE 2,TDMA	EA	\$250.00	\$1,000.00
4	XL-NC5Z	ANTENNA, FLEX,HELICAL, 136-870 MHZ	EA	\$100.00	\$400.00
4	XL-AE1T	SPKR MIC, PREMIUM,FIRE	EA	\$450.00	\$1,800.00
10 Hour Battery					
4	XL-PA3V	BATTERY,LI-ION,3100MAH	EA	\$150.00	\$600.00
4	XL-PA3V	BATTERY,LI-ION,3100MAH (Spare)	EA	\$150.00	\$600.00
4.00	Material	Vehicular Charger VC4000 XL-CH4W	EA	\$175.00	\$700.00
4.00	Material	Power Adapter Kit VC4000 Charger XL-PS9X	EA	\$35.00	\$140.00
4.00	Material	Case Leather, Premium, Shoulder Strap	EA	\$150.00	\$600.00

Quote

No.: **3921**

Date: 7/18/2016

Quantity	Item ID	Description	UOM	Sell	Total
Discounts:					
4.00	Discount 10	Harris Trade in and Save	EA	(\$700.00)	(\$2,800.00)
1.00	Discount 10	26% Discount allowed (Materials)	EA	(\$6,198.41)	(\$6,198.41)
Subtotal Footer 1					\$17,641.63
1.00	Labor ProgR	Labor Programming Template (One time fee only)	HR	\$700.00	\$700.00
4.00	Labor ProgR	Labor Programming Radio	HR	\$45.00	\$180.00
Radios come with a 2 year warranty. The additional cost is to extend the warranty for an additional year giving you a warranty for 3 years.					
4.00	Material	Extended warranty 1 year.	EA	\$100.00	\$400.00

Your Price: **\$18,921.63**

Total: **\$18,921.63**

Prices are firm until 9/16/2016

Terms: Upon Receipt

Prepared by: Mark A. Junkunc, mjunkunc@radicom.com

Date: 7/18/2016

Accepted by: _____

Date: _____

Disclaimer

To accept this quote, please Sign, Date, and return it to Radicom

- (1) Immediate access to any work areas is required.
- (2) Work will be performed from 8:00 AM to 5:00 PM, Monday through Friday, excluding holidays unless otherwise arranged.
- (3) Information and materials contained in this quote exhibits a technical expertise and is intended to be viewed by the customer that it is addressed to. No part of this information shall be divulged to any entity that would use it to formulate a competitive offer.
- (4) Specifics, such as lengths, genders, and part numbers will be reviewed and/or verified at time of order to ensure accuracy.
- (5) Unless specifically stated, all sales are for domestic use.
- (6) Unless previously arranged, for quotes in excess of \$5,000.00 Radicom requests 50% payment upon approval / purchase order

*Kenwood
Dual Head
Mobile*

Radicom
Business Communications Systems

Radicom Inc
Phone: 815-385-4224
Fax: 815-385-4368
2604 Chapel Hill Rd.
McHenry, IL 60051-3631

Quote
No.: **3925**
Date: 7/18/2016

Prepared for:
Bryan Meisinger
Wheeling Fire
499S. Milwaukee Ave
Wheeling, IL 60090 U.S.A.

Prepared by: Mark A. Junkunc
Account No.: 3836

Quantity	Item ID	Description	UOM	Sell	Total
Dual deck Dual head Dual speaker remote mount.					
2.00	Material	50 watt, 136-174 Mhz RF deck only NX-5700BK	EA	\$720.00	\$1,440.00
2.00	Material	35watt,700/800 Mhz RF deck only NX-5900BK	EA	\$990.00	\$1,980.00
2.00	Material	Remote mount kit. Inc. Cntrl heads, DC cables, Remote cables, Mics, Mounts 15BBMM-MR	EA	\$1,414.00	\$2,828.00
2.00	Material	License Key for P25 conventional KWD-5100CV	EA	\$575.00	\$1,150.00
2.00	Material	License key P25 phase 1 KWD5101TR (Requires KWD5100CV)	EA	\$520.00	\$1,040.00
2.00	Material	License Key P25 phase2 trunking KWD-5102TR (Req KWD-5100CV & KWD-5101TR	EA	\$400.00	\$800.00
2.00	Material	AES and DES Encryption MULTI - KEY KWD-AE30K	EA	\$850.00	\$1,700.00
2.00	Material	Kenwood Assembly and tuning charges.	EA	\$155.00	\$310.00
2	PCTCN1520	Antenna, Whip, 1/4 Wave, 152-162 Mhz	EA	\$12.23	\$24.46
4	SMPL	Cable Assembly, 3/4 in Mount, 17' RG58 W/Mini-UHF	EA	\$28.31	\$113.24
2.00	Material	700/800 Mhz antenna	EA	\$98.00	\$196.00
1.00	Labor ProgR	Labor Programming Radio (Template)	HR	\$700.00	\$700.00
2.00	Labor ProgR	Labor Programming Radio	HR	\$35.00	\$70.00
1.00	Discount 10	Discount allowed (Materials)	EA	(\$1,150.00)	(\$1,150.00)

Your Price: **\$11,201.70**

Total: **\$11,201.70**

Prices are firm until 9/16/2016 Terms: Upon Receipt

Prepared by: Mark A. Junkunc, mjunkunc@radicom.com

Date: 7/18/2016

AVIATION
RADIOS

Radicom

Business Communications Systems

Radicom Inc
Phone: 815-385-4224
Fax: 815-385-4368
2604 Chapel Hill Rd.
McHenry, IL 60051-3631

Quote
No.: **3926**
Date: 7/18/2016

Prepared for:
Brian Meisinger
Wheeling Fire
499S. Milwaukee Ave
Wheeling, IL 60090 U.S.A.

Prepared by: Mark A. Junkunc
Account No.: 3836

Quantity	Item ID	Description	UOM	Sell	Total
Aviation Radio.					
2.00	Material	Aviation A120	EA	\$1,559.00	\$3,118.00
1.00	Discount 10	Preferred customer discount 20%	EA	(\$623.60)	(\$623.60)
2.00	Material	Aviation antenna KC220	EA	\$60.00	\$120.00
1	SMP1	Cable Assembly, 3/4 in Mount, 17' RG58 W/Mini-UHF	EA	\$28.31	\$28.31

Z

\$56.62

Your Price: \$2,642.71

Total: \$2,642.71

\$2,671.02

Prices are firm until 9/16/2016

Terms: Upon Receipt

Prepared by: Mark A. Junkunc, mjunkunc@radicom.com

Date: 7/18/2016

Accepted by: _____

Date: _____

Disclaimer

To accept this quote, please sign, date, and return it to Radicom

- (1) Immediate access to any work areas is required.
- (2) Work will be performed from 8:00 AM to 5:00 PM, Monday through Friday, excluding holidays unless otherwise arranged.
- (3) Information and materials contained in this quote exhibits a technical expertise and is intended to be viewed by the customer that it is addressed to. No part of this information shall be divulged to any entity that would use it to formulate a competitive offer.
- (4) Specifics, such as lengths, genders, and part numbers will be reviewed and/or verified at time of order to ensure accuracy.
- (5) Unless specifically stated, all sales are for domestic use.
- (6) Unless previously arranged, for quotes in excess of \$5,000.00 Radicom requests 50% payment upon approval / purchase order

XL-200P

WE THOUGHT BIGGER BY THINKING SMALLER.



THE SMALLEST FULL-SPECTRUM, LTE-CAPABLE RADIO ON THE MARKET.



HARRIS

XL-200P



THE BIG IDEA BEHIND THE SMALLER RADIO: PUBLIC SAFETY PROS HELPED DESIGN THE XL-200P AS IF THEIR LIVES DEPENDED ON IT.

We logged thousands of miles to meet officers, firefighters and EMS workers from New England to New Mexico. We visited big cities and small towns.

We rolled hundreds of hours of videotape of interviews with front-line public safety pros.

The XL-200P is the result of one of the most intense interview and research processes ever conducted with public safety personnel, the people for whom it is not just a radio ... it's a lifeline. They spoke. And Harris listened.

The result is the most advanced, easiest to use radio ever built, the smallest full-spectrum, LTE-capable radio on the market. **Tough** enough to take on the street. **Loud** enough for real-world situations. **Smart** enough to connect public safety anytime, anywhere. **Advanced** enough to make noise throughout the industry.

This is the Harris XL-200P. It's simply the most advanced public safety radio on the planet. And you can thank the guys on the street.



TOUGH AND RUGGED

BUILT ON A RIGID METAL I-BEAM FRAME, THIS RADIO HAS THE TOUGHEST SPECS IN THE INDUSTRY.

- MIL-STD-810G 511.4 — Explosive Atmosphere
- MIL-STD-810G 504.1 — Fluid Contamination
- IP-68 Immersion Rated — 2 meters for 4 hours

SINGLE-BOARD RADIO

- Same for all models
- Multiband
- International and U.S. versions
- WiFi, GPS, Bluetooth®

RUGGED CHASSIS

- Metal I-beam frame

ANTENNAS

- Single-band or multiband

TOP DISPLAY

FRONT COVER

- Tweeter speaker

REAR COVER

- Woofer speaker

SIM CARD

LTE OPTION BOARD

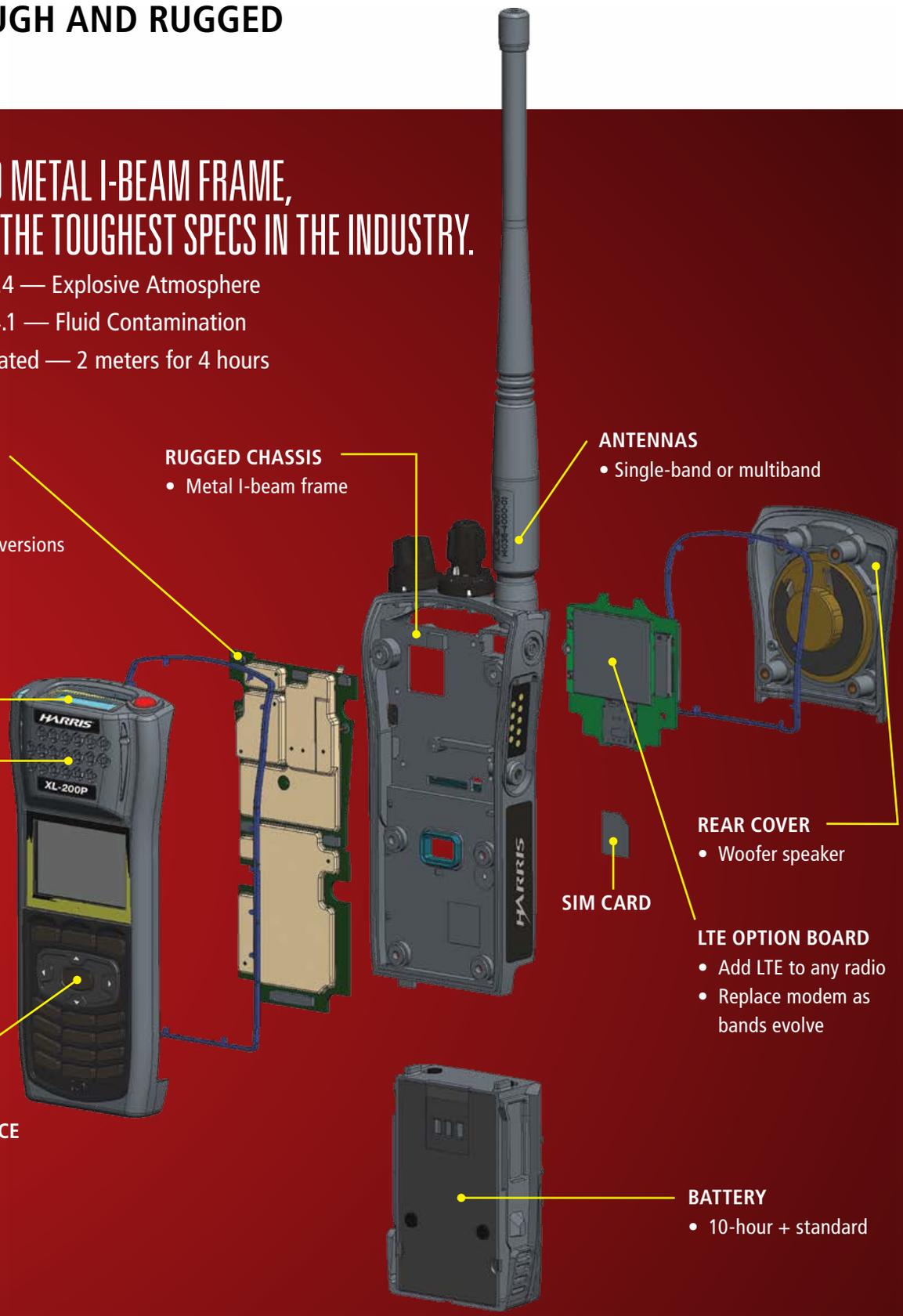
- Add LTE to any radio
- Replace modem as bands evolve

XL-200P USER INTERFACE

- Full or partial keypad
- Color displays
- Intuitive interface
- Front-facing speaker

BATTERY

- 10-hour + standard



XL-200P

YOUR JOB IS HARD. SHOULDN'T YOUR RADIO MAKE IT EASIER?

The XL-200P is offered in your choice of single-band, dual-band or full-spectrum. You can even order it as a single-band now and add bands later as you need them.

The XL-200P is available with a full or limited keypad in Midnight Black and High-Visibility Yellow. The easy-to-use user interface includes top and front color displays with big, bold text and labeled softkeys. Also standard is the one-button, voice playback feature that provides audio of your last incoming call.

ABCD SWITCHING

Immediate access to 64 talkgroups from the top of the radio with unique color-coded display for rapid selection.

LOUD, CLEAR AUDIO

The most powerful audio amplifier in the industry drives a custom two-speaker woofer and tweeter design for clear audio you can hear in real-world environments.

STAY CONNECTED

Bluetooth and WiFi come standard. Turn your radio into a personal WiFi hotspot.

SLIM, EXTENDED-LIFE BATTERY

You work longer than 8 hours, why shouldn't your radio?

LTE-CAPABLE

Smallest LTE land mobile radio on the planet.

GPS STANDARD

GPS comes standard because you shouldn't have to wonder where your team is located.

SLEEK AND LIGHTWEIGHT

With all the other gear on your belt, your radio shouldn't add bulk or weight.

ERGONOMICALLY-FRIENDLY

Flared shape nestles in the hand with grip-friendly urethane sides and grasp points to ease lifting from the belt.

TOUGHEST SPECS

Built on a rigid metal I-beam frame, this radio has the toughest specs in the industry.

- MIL-STD-810G 511.4 Explosive Atmosphere
- MIL-STD-810G 504.1 Fluid Contamination
- IP-68 Immersion Rated 2 meters for 4 hours



Midnight Black

High-Visibility Yellow



MULTICOLORED LCD

TRICOLOR LED

EMERGENCY

POWER/VOLUME

A-B SWITCH

PROGRAMMABLE

PTT (Push-to-Talk)

MICROPHONES

TWEETER

PROGRAMMABLE PAIR

FRONT COLOR DISPLAY

NONSLIP

USER-DEFINABLE SOFTKEYS

NAV CLUSTER

DTMF KEYPAD (OPTIONAL)

MICROPHONE

SINGLE-BAND OR MULTIBAND ANTENNAS

CHANNEL SELECT

A-B-C-D

EXT. ANTENNA JACK

ACCESSORY UDC

WOOFER PORTS

BELT CLIP ATTACHMENT

FINGER RIDGES

NONSLIP

CHARGING

DUAL BATTERY LATCH

THE SMALLEST
FULL-SPECTRUM,
LTE-CAPABLE
RADIO ON
THE MARKET.



UNIQUE ERGONOMIC DESIGN FEATURES



ERGONOMICALLY DESIGNED WITH TOP DISPLAY.
The XL-200P was designed to be easier to handle, and easier to use.



DISTINCT CONTOURED BUTTONS with advanced ergonomic positioning. The curve of the control surface allows more convenient access to channel selection, volume, and A-B switch while reducing the likelihood of using the wrong button.

THINNER OVERALL PROFILE.
The XL-200P delivers greater performance in a more compact and lightweight package. That means more power in your hand and less weight on your hip.



FLARED PROFILE nests in the hand more naturally. Grip points and tapered bottom make it easier to remove from the belt.





THE HARRIS XL-200P: THIS CHANGES EVERYTHING.

ADVANCED

- Single or multiband ready (VHF, UHF, 700/800 MHz)
- LTE Connectivity B4/B14/B13
- Dual speaker: woofer and tweeter with industry-best 1.5-watt rated audio amplifier, 4-watt max.
- GPS, Bluetooth standard
- WiFi standard
- Top control access to 64 talkgroups
- Capable of 100 mW RF power output
- One-to-many wireless system updates

PRACTICAL

- More compact, lighter weight
- Front and top displays
- Full or partial keypad
- 10-hour + standard battery
- A-B-C-D position switch and 16-position rotary
- Simple display with bold font
- XL-200P Visual Group Identification
- Easy access to all NAV clusters
- Front-facing speaker
- Easy to carry on belt

TOUGH

- Rugged construction with internal metal frame
- IP-68 immersion — 2 meters for up to 4 hours
- Clean with virtually any common household cleanser

VISIONARY

- One-to-many wireless programming
 - Personalities
 - Feature strings
 - Firmware
- Menus are one keypress away; no menus are more than two keys deep
- Profiles stored in personality, and allow presets that include:
 - Speaker output gain
 - Mic input gain
 - Lights and beeps



* actual size

KENWOOD

NX-5700/5800/5900

NEXEDGE® VHF/UHF/700-800MHz
MULTI-PROTOCOL DIGITAL & ANALOG MOBILE RADIOS



NXDN®

NEXEDGE® Bluetooth® **FleetSync**®
by KENWOOD

● FEATURE HIGHLIGHTS

- **Multi-Protocol** operation in P25 (Phase I&II), NXDN® protocols
- **Mixed Digital & FM Analog Operation** allows intelligent migration in mixed sites and easy migration with digital radios in other sites
- **Large, Color 2.55" (154 x 422 pixels) TFT Display** for at-a-glance operational status checking
- **Easy to follow GUI** and Multi-line Text to convey more information
- **Dual Remote Control Head Option** and **Multi-Band (Multi RF Deck) Control Option** providing scalable configurations for various operations and applications
- **Built-In GPS Receiver/Antenna** for effective fleet management
- **Built-in Bluetooth® Module**
- **Active Noise Reduction (ANR)** utilizing built-in DSP for suppression of ambient noise
- Renowned **KENWOOD Digital Audio Quality**
- **Built-in 56-bit DES Encryption**
- **Optional 256-bit AES Encryption**
- **microSD/microSDHC Memory Card Slot** for increased memory capacity for "Voice & Data"
- **IP54/55 and MIL-STD-810 C/D/E/F/G**

● GENERAL FEATURES

- 2 W – 35 W (700-800 MHz) Models
- 5 W – 50 W (136-174 MHz) Models
- 5 W – 45 W (380-470, 450-520 MHz) Models
- Maximum of 4,000 CH/Radio capacity, 512 CH/Zone, 128 Zones
- DB-25 Accessory Connector
- 4 W Speaker Audio

● DIGITAL – P25 MODE

- P25 Conventional/Trunking (Phase 1/Phase 2) Protocol
- AMBE+2™ Enhanced Vocoder
- Talk Group ID Lists
- Individual ID Lists
- Caller ID Display
- Remote Monitor/Remote Check
- Radio Inhibit
- Encryption Key Zeroize & Retention
- P25 GPS Location
- P25 Over-the-Air Re-keying
- Over-the-Air Programming^{*1}

● DIGITAL – NXDN® MODE

- NXDN® Conventional/Type-C Trunking Protocol
- AMBE+2™ Enhanced Vocoder
- 6.25 & 12.5 kHz Channels
- Over-the-Air Alias
- Over-the-Air Programming^{*1}
- Paging Call
- Emergency Call
- All Group Call
- Status Messaging^{*2}
- Remote Stun/Kill^{*2}
- Remote Check^{*2}
- Short & Long Data Messages^{*2}
- GPS Location
- NXDN® Digital Scrambler Included

^{*1} Requires KENWOOD OTAP Management software.

^{*2} Requires NX subscriber unit PC serial interface compatible software application (e.g. KENWOOD AVL & Dispatch Messaging software) or hardware (e.g. console).

● FM MODES – GENERAL

- Conventional & LTR Zones
- FleetSync®/II: PTT ID ANI / Caller ID Display, Selective Group Call, Emergency Status / Text Messages
- MDC-1200: PTT ID ANI / Caller ID Display, Emergency, Radio Check / Inhibit
- QT / DQT & Two-Tone
- Built-in Voice Inversion Scrambler

● MULTIPLE CONFIGURATIONS (Option)

The NX-5000 mobile series allows users to create a variety of configurations to suit different requirements by combining different options.



- **Single RF Deck/Single Remote Control Head:** The simplest configuration can be achieved by turning the front control panel of the NX-5000 mobile series into a Remote Control Head.
- **Single RF Deck/Dual Remote Control Heads:** One controller can be mounted on the dashboard, with the other at the rear.
- **Multiple RF Decks/Single Remote Control Head:** You can operate multiple radios (up to three) as if they were one by adding additional NX-5000 mobile series RF Decks.
- **Multiple RF Decks/Dual Remote Control Heads:** This adds the convenience of a dual control head to the above configuration.



Options

<ul style="list-style-type: none"> NX-5700B/5800B/5900B RF Deck KCH-19 Basic Control Head Kit KCH-20R Featured Control Head KRK-14H Control Head Interface Kit (adapter for the Head) KRK-15B Control Head Remote Kit (adapter for the RF Deck) 	<ul style="list-style-type: none"> KCT-71 Remote Control Cable (available in 3 lengths of 17ft (5.2m), 25ft (7.6m), 1.6ft (0.5m)) KCT-72 Remote Control Cable KWD-AE30/AE31 Secure Cryptographic Module KPG-180AP OTAP Manager KMC-35 Microphone KMC-36 Keypad Microphone 	<ul style="list-style-type: none"> KES-3 External Speaker (compact low profile; 3.5 mm plug) KES-5 External Speaker (40 W max input, requires KAP-2) KCT-23 DC Power Cable KCT-46 Ignition Sense Cable 	<ul style="list-style-type: none"> KLF-2 Line Filter KMB-10 Key Lock Adapter KAP-2 Horn Alert/P.A. Relay Unit KRA-40G GPS Active Antenna KPS-15 DC Power Supply (23A max)
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All accessories and options may not be available in all markets. Contact an authorized Kenwood dealer for details and complete list of all accessories and options.

Main Specifications

	NX-5700	NX-5800	NX-5900
GENERAL			
Frequency Range	136-174 MHz	Type 1 450-520 MHz Type 2 380-470 MHz	RX: 763-776, 851-870 MHz TX: 763-776, 793-806 806-825, 851-870 MHz
Max. Channels Per Radio	1024 (Up to 4000 CH with option)		
Number of Zones	128		
Max. Channels per Zone	512		
Channel Spacing			
Analog	12.5/15/25*30* kHz	12.5/25* kHz	12.5/25 kHz
Digital	6.25/12.5 kHz	6.25/12.5 kHz	6.25/12.5 kHz
Power Supply	13.6 V DC ±15%		
Current Drain			
Standby	0.45 A		
RX	2.3 A		
TX	13 A		
Operating Temperature	-22°F to +140°F (-30°C to +60°C)		
Frequency Stability	±1.0 ppm		
Dimensions (W x H x D)	6.73 x 1.89 x 6.93 in. (171.0 x 48.0 x 176 mm.)		6.73 x 1.89 x 7.72 in. (171.0 x 48.0 x 196 mm.)
Weight (net)	3.53 lbs (1.6 kg)		3.75 lbs (1.7 kg)
FCC ID			
Type 1	K44471100	K44471200	K44478500
Type 2	-	K44471201	-
IC Certification			
Type 1	282F-471100	-	282F-478500
Type 2	-	282F-471201	-

*25 and 30 kHz are not included in the models sold in the USA or US territories. Analog measurements made per TIA 603 and specifications shown are typical. P25 Digital measurements made per TIA 102CAAA and specifications shown are typical. Specifications are subject to change without notice, due to advancements in technology.

	NX-5700	NX-5800	NX-5900
RECEIVER			
Sensitivity			
NXDN® 6.25 kHz Digital (3% BER)		0.20 µV	
NXDN® 12.5 kHz Digital (3% BER)		0.25 µV	
P25 Digital (5% BER)		0.25 µV	
P25 Digital (1% BER)		0.40 µV	
Analog (12dB SINAD)		0.25 µV	
Selectivity			
P25 Digital		63 dB	
Analog @12.5 kHz	71 dB		70 dB
Analog @ 25 kHz	81 dB		78 dB
Intermodulation			
		80 dB	
Spurious Rejection			
		85 dB	
Audio Distortion			
		2 %	
Audio Output Power			
	4 W/4 Ω (Remote Control Head: 3 W/4 Ω)		
TRANSMITTER			
RF Power Output	50 W to 5 W	45 W to 5 W	30 W to 2 W (700 MHz) 35 W to 2 W (800 MHz)
Spurious Emission			
	-73 dB	-75 dB	-80 dB
FM Hum & Noise			
Analog @ 12.5 kHz	45 dB		40 dB
Analog @ 25 kHz	50 dB		45 dB
Audio Distortion			
	2%		
Modulation			
	16K0F3E, 14K0F3E** 11K0F3E, 8K10F1E, 8K10F1D, 8K10F1W, 8K30F1E, 8K30F1D, 8K30F7W, 4K00F1E, 4K00F1D, 4K00F7W, 4K00F2D		

**NX-5900 model only.

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Applicable MIL-STD & IP

MIL Standard	MIL 810C Methods/Procedures	MIL 810D Methods/Procedures	MIL 810E Methods/Procedures	MIL 810F Methods/Procedures	MIL 810G Methods/Procedures
Low Pressure	500.1/Procedure I	500.2/Procedure I, II	500.3/Procedure I, II	500.4/Procedure I, II	500.5/Procedure I, II
High Temperature	501.1/Procedure I, II	501.2/Procedure I, II	501.3/Procedure I, II	501.4/Procedure I, II	501.5/Procedure I, II
Low Temperature	502.1/Procedure I	502.2/Procedure I, II	502.3/Procedure I, II	502.4/Procedure I, II	502.5/Procedure I, II
Temperature Shock	503.1/Procedure I	503.2/Procedure I	503.3/Procedure I	503.4/Procedure I, II	503.5/Procedure I
Solar Radiation	505.1/Procedure I	505.2/Procedure I	505.3/Procedure I	505.4/Procedure I	505.5/Procedure I
Rain	506.1/Procedure I, II	506.2/Procedure I, II	506.3/Procedure I, II	506.4/Procedure I, III	506.5/Procedure I, III
Humidity	507.1/Procedure I, II	507.2/Procedure II, III	507.3/Procedure II, III	507.4	507.5/Procedure II
Salt Fog	509.1/Procedure I	509.2/Procedure I	509.3/Procedure I	509.4	509.5
Dust	510.1/Procedure I	510.2/Procedure I	510.3/Procedure I	510.4/Procedure I, III	510.5/Procedure I
Vibration	514.2/Procedure VIII, X	514.3/Procedure I	514.4/Procedure I	514.5/Procedure I	514.6/Procedure I
Shock	516.2/Procedure I, II, V	516.3/Procedure I, IV, V	516.4/Procedure I, IV, V	516.5/Procedure I, IV, V	516.6/Procedure I, IV, V
International Protection Standard					
Dust & Water	IP54/55*1				

*1: IP54: RF Deck; IP55: Remote Control Head

KENWOOD

JVCKENWOOD USA Corporation

Communications Sector Headquarters

3970 Johns Creek Court, Suite 100, Suwanee, GA 30024-1265

Order Administration/Distribution

P.O. BOX 22745, 2201 East Dominguez St., Long Beach, CA 90801-5745

www.kenwood.com/usa

JVCKENWOOD Canada Inc.

Canadian Headquarters and Distribution

6070 Kestrel Road, Mississauga, Ontario, Canada L5T 1S8

www.kenwood.ca



ISO9001 Registered
JVCKENWOOD Corporation



IC-A120 IC-A120E

Top Performance Mobile Airband Radio with Active Noise Cancelling and Bluetooth® Wireless Connectivity



IP54



High Visibility, Simple Operation

The full dot-matrix LCD allows for high visibility and clearly shows alphanumeric characters and icons. Programming memory channels and other radio settings can be simply made from the front panel by radio users. These customizing functions can also be restricted, depending on the radio settings.

Optional Bluetooth® Headset Connectivity

With the optional UT-133 Bluetooth® unit, the IC-A120/E can be used with a third-party wireless Bluetooth® headset. Also, using the optional VS-3 Bluetooth® headset, the side tone function is available.

Active Noise Cancelling (ANC)

The newly added built-in ANC reduces background noise in the received and transmitting signals. This function is effective in extremely noisy airport environments full of aircraft noise. The automatic noise limiter (ANL)* reduces pulse-type noise such as engine ignition.

* The ANL and ANC functions cannot be used at the same time.

IP54 Dust-Protection and Water Resistance

The IC-A120/E has IP54 dust-protection and water resistance. This construction allows for use in open-air vehicles.

ON-Hook Scan and Dualwatch Functions

The ON-Hook scan function automatically starts scanning when the hand microphone is hooked on the microphone hanger. When you take the microphone OFF hook, the scanning stops at the priority channel or displayed channel. The Dualwatch function checks the priority and operating channels alternatively.

Side Tone Function

When using a third-party headset with the optional OPC-871A headset adapter, the side tone function allows you to monitor your own transmitted voice via the connected headset. Even when using a hand microphone, your voice can be monitored from the headset.

Optional Speaker-Microphone, HM-217

The built-in speaker of the HM-217 allows to listen to received voice by pulling the HM-217 close to your ear. The programmable buttons (P1/P2) on the front panel can be used as a shortcut to activate frequently used functions.

Other Features

- A total of 200 memory channels with 12-character channel names
- Both 12- and 24- volt systems compatible
- 8.33 kHz* and 25 kHz channel spacing
* Use of 8.33 kHz channel spacing is prohibited in Canada
- 36W (P.E.P) RF output power
- Dualwatch and priority scan functions
- Power on password protection
- PC programming capability
- CI-V Commands for external control
- VE-PG3 RoIP gateway for interconnect with other radio devices
- Compliant with European E-marking for installation in vehicles

OPTIONS

Bluetooth® UNIT & Bluetooth® HEADSET



UT-133
VS-3
Use with UT-133 in a pair.

HAND MICROPHONES



HM-216
Same as supplied.

HM-217
Speaker-microphone.

HEADSET ADAPTER



OPC-871A
To interconnect with a third-party aviation headset.

RoIP GATEWAY & CABLE



OPC-2275

VE-PG3
To interconnect with other radio devices.

SPECIFICATIONS

GENERAL	USA version	EUR version
Frequency coverage (Tx/Rx)	118.000–136.992MHz	
Channel spacing	25kHz/8.33kHz	
Type of emission	A3E (AM)	
Operating temperature	-30°C to +60°C	-20°C to +55°C
Frequency stability	±5ppm (-30°C to +60°C)	±1ppm (0°C to +40°C)
Antenna connector	M type (50Ω)	
Number of memory channels	200 channels	
Power supply requirement	13.75V/27.5V DC	
Current drain (at 13.75V)		
Transmitting	5.0A (maximum)	
Receiving	4.0A (at AF max.), 0.5A (at stand-by)	
Dimensions (W×H×D, Projections not included)	161×45×193 (mm); 6.34×1.77×7.6 (in) (approximately)	
Weight (approximately)	1.5kg; 3.3lb	
TRANSMITTER	USA version	EUR version
Output power (at 13.75V) (Carrier Power)	9.0W typ.	9.0W +1.5dB/-3dB (-20°C to +55°C)
Spurious emissions (* Harmonics/Non-harmonics, 30MHz-1GHz)	Less than 60dB	Less than -36dBm/ Less than -46dBm*
Modulation	70% to 100%	Linear 85% Max. 95%
Microphone impedance	600Ω	
RECEIVER	USA version	EUR version
Intermediate frequencies	38.85MHz/450kHz (1st/2nd)	
Sensitivity	1 μV (6dB S/N)	1.8 μV (12dB SINAD)
Selectivity	8.33kHz 25kHz	2.778/7.37kHz (6dB/60dB) 8/25kHz (6dB/60dB)
Spurious response	More than 74dBμ More than 70dB	
Audio output power (10% distortion, 60% modulation)	1.5W typical More than 10W More than 100mW	

Measurements made in accordance with FCC Part 87 for USA version or EN 300 676-1 for Europe version. All stated specifications are subject to change without notice or obligation.

Applicable U.S. Military Specifications

Standard	MIL 810 G	
	Method	Procedure
Low Pressure	500.5	I, II
High Temperature	501.5	I, II
Low Temperature	502.5	I, II
Temperature Shock	503.5	I-C
Solar Radiation	505.5	I
Humidity	507.5	II
Vibration	514.6	I
Shock	516.6	I

Also meets equivalent MIL-STD-810-C, -D, -E and -F.

Applicable IP Rating

Ingress Protection Standard	
Dust & Water	IP54 (Dust-protection and water resistance)

Supplied Accessories

- Hand microphone, HM-216
- DC power cable
- Mounting bracket kit
- Microphone hanger kit
- Fuses

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MEMO

DATE: September 19, 2016

TO: Jon Sfondilis, Village Manager

FROM: Keith Maclsaac, Fire Chief

CC: David Palmeri, Deputy Fire Chief
Charles Spratt, PW Fleet Services Superintendent
Timothe Durkin, Lieutenant/Paramedic (Apparatus Committee Chairperson)
File – Engine 612 (2000 Sutphen)

SUBJECT: Waiving Competitive Bids and Authorizing Refurbishment of Engine 612 (2000 Sutphen)

EXECUTIVE SUMMARY

Due to the unique aspects of fire apparatus construction, waiving of competitive bids is requested and authorization to proceed with the refurbishment of Engine 612 (2000 Sutphen) by Kards Incorporated Vehicle Services at a cost not to exceed \$35,000.00.

In 2015, a vehicle analysis was performed by the Public Works Fleet Services Superintendent Charles Spratt as part of the decision to replace Truck 24 (Unit # 630, 1994 Sutphen) and Engine 42 (Unit # 610, 2002 Luverne). It was agreed upon that Reserve Engine 42 (Unit # 612, 2000 Sutphen) was in much better overall condition than Engine 42 and that Reserve Engine 42 should be retained as the Fire Department's reserve (i.e. spare) engine. As part of this decision was the refurbishment of this vehicle in order to obtain a minimum of five (5) years of additional service at a cost not to exceed \$50,000.00. Funding was authorized in the 2016 operating budget utilizing existing funds in the Capital Equipment Replacement Fund (CERF). Now that new Engine 42 (Unit # 610, 2015 Rosenbauer) is completely in service, it is time to proceed with refurbishment of Reserve Engine 42 (Unit # 612, 2000 Sutphen).

It was originally anticipated that both the mechanical and structural/body repairs for refurbishment of Reserve Engine 42 would be contracted out to an outside series of vendors. However, after further analysis by Fleet Services, the decision was made to complete all mechanical aspects of the refurbishment in house. This has been completed over the past five (5) months at substantial cost savings utilizing in house mechanics performing the refurbishment between other routine vehicle repairs. Therefore, the only remaining portion of the refurbishment still needing to be completed is the structural/body repairs. Since fire apparatus are custom made, the ability to readily find body shops willing to perform an extensive refurbishment is very limited. The closest body shop that handles this type of work is Kards Incorporated Vehicle Services in Elgin, IL. Attempts were also made to have this project performed by Wheel Inn Body & Motor Works or Stasek Chevrolet here in Wheeling since both facilities have done excellent less substantial body work on various other fire apparatus within our fleet. However, both parties respectfully declined to quote on this project due to the size and complexity of the needed work associated with the refurbishment. As a result, only Kards Incorporated Vehicle Services provided a formal written quote based upon the scope of work involved.

Kards Incorporated Vehicle Services has successfully completed the refurbishment of other fire apparatus in the Chicago-Metro area; including vehicles recently for the Village of Skokie, the Village of Stone Park, and the City of Elgin. Their close location will also allow both the Fire Department and Fleet Services to conveniently visit the shop during the refurbishment process in order to monitor its progress. Therefore, I am recommending waiving competitive bids and authorizing the refurbishment of Reserve Engine 42 by Kards

Incorporated Vehicle Services. The initial quote is for \$30,846.00; well within the approved budget for this project. However, due to the nature of the repairs, it is reasonable to assume that some additional items requiring repair or replacement may be found as the body panels are removed from the vehicle. As such, I am requesting a not to exceed price of \$35,000.00 in order to allow some minor contingency for these unanticipated repairs.

If this meets with your approval, I have attached the necessary resolution waiving competitive bids and authorizing proceeding with the refurbishment at a cost not to exceed \$35,000.00. If you should have any questions, please feel free to contact me at ext. 2665.

RESOLUTION NUMBER _____

RESOLUTION WAIVING COMPETITIVE BIDS AND AUTHORIZING THE REFURBISHMENT OF ENGINE 612 BY KARDS INCORPORATED VEHICLE SERVICES AT A COST NOT TO EXCEED \$35,000.00

WHEREAS, Engine 612 (2000 Sutphen) is sixteen (16) years old and it has been determined that refurbishment of this vehicle can extend its useful service life an additional five (5) years; and

WHEREAS, sufficient funds exist in the Capital Equipment Replacement Fund (CERF) and have been authorized for this refurbishment project as part of the Fiscal Year 2016 budget; and

WHEREAS, since each piece of fire apparatus is custom manufactured, the ability to perform adequate refurbishment of said vehicle requires the use of contractual services that are familiar with fire apparatus; and

WHEREAS, attempts to solicit formal quotes from several area traditional body repair service shops have been declined due to the unique scope of work required to refurbish this particular vehicle; and

WHEREAS, Kards Incorporated Vehicle Services of Elgin, Illinois has evaluated the scope of work required and has provided a formal written quote for said refurbishment work; and

WHEREAS, Kards Incorporated Vehicle Services specializes in the refurbishment of fire apparatus.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that formal bidding is hereby waived and the Fire Department is hereby authorized to proceed with said refurbishment of Engine 612 (2000 Sutphen) by Kards Incorporated Vehicle Services of Elgin, IL at a cost not to exceed \$35,000.00.

Trustee _____ moved, seconded by Trustee _____ that Resolution Number _____ be adopted.

President Argiris _____ Trustee Papantos _____

Trustee Brady _____ Trustee Vito _____

Trustee Krueger _____ Trustee Vogel _____

Trustee Lang _____

ADOPTED this _____ day of _____ 2016 by the Village President and Board of Trustees of the Village of Wheeling, IL.

Dean Argiris, Village President

ATTEST:

Elaine E. Simpson, Village Clerk



KARDS INC
Statement of Work

May, 11, 2016

Presented by:
Paul Kardaschow

Project Scope

Wheeling F.D.

Sutphen E42

Paint Refurbish & Rear Chevron Update

Time and materials

Client name	Wheeling F.D.
Client Contact	Chuck Spratt
Project name	Sutphen E42
Repair Timeframe	30 Days
Begin date	TBD
End date	TBD

Schedule of rates

Item description	Rate
Body Labor	\$95.00
Paint Labor	\$95.00
Fabrication/Structural Repair	\$105.00
Paint Materials	\$55.00

Repair Details

Please review Attachement A for bulleted overview of the repairs and Estimate#160121for a detail list of repairs being performed.

Payment terms

Payment is to be made to Kards Inc at time of pickup/completion. Note: we offer walk throughs once the unit has been disassembled and once it has been reassembled.

About Us

Kards Inc. ("The Fire Truck Body Shop") is the leading independent emergency apparatus collision/corrosion repair, painting and body modifications facility in the Chicago Metro Area. With over 200+ units repaired in the last 12 months we have many satisfied customers. We offer free pick up and deliveries.

Our Facility

Our 17,000 sq/ft facility centrally located in Elgin off 1-90 & 31. The facility is secured with 24 hour surveillance cameras, Alarmed & KNOX BOX protected. All vehicles are stored indoor which offers the most secure and climate controlled environment. We also carry the proper insurance to cover emergency apparatus vehicles in the event an unfortunate circumstance occurs.

Shipping Precautions

The following shipping precautions must be completed before transportation of the fire department's apparatus to Kards Inc. *Failure to complete the listed items below may result in additional costs to the fire department.*

1. All water tanks, foam tanks, pumps, all inlets and discharge plumbing, all drains, and any other plumbing are to be completely drained prior to being picked up, driven or flat-bedded.
2. Strip down all equipment prior to shipping in order to make the repair process easier and to eliminate the potential for lost equipment while the unit is being refurbished or repaired.
3. All loose or potentially loose items should be taped or strapped to ensure they do not come loose during transit.

Incoming Unit Inspections

The following inspections will be performed by Kards Inc before any work begins. Inspections are to verify and determine the overall condition of the truck.

- Cab inspection
- Body inspection
- Light Test

Should any defects be found that are not already addressed in the proposed work, an itemized list of the defects, along with the costs to repair any additional items, will be provided to the fire department for review. *Repair of any defects will be "open", pending approval and additional costs. No additional work will be performed without prior approval from the fire department.*

Paint Procedures

The exterior custom cab painting procedure will consist of a six (6) step finishing process for Aluminum as follows: Stainless involves a 7th step of applying an Epoxy Primer between steps 1 & 2 below. In addition all Stainless work will require all paint to be removed to bare metal.

1. **Manual Surface Preparation** - All exposed metal surfaces on the unit will be thoroughly cleaned and prepared for painting. Surfaces that will not be painted include all chrome plated; polished stainless steel, anodized aluminum and bright aluminum tread plate. Each imperfection on the exterior metal surface will be removed or filled and then sanded smooth for a smooth appearance. All seams will be sealed before painting.
2. **Primer/Surfacer Coats** - A minimum of two (2) mil dry, (.002), of two component urethane primer/surfacer will be hand applied to the chemically treated metal surfaces to provide a strong corrosion protective base coat and to smooth out the surface. The primer is a high solids and low VOC paint.
3. **Sanding to Ultra Fine Finish** The primer/surfacer coat is lightly sanded with 3M abrasive paper to an ultra-smooth finish. This hand finish process is critical to produce the smooth mirror like finish in the topcoat.
4. **Topcoat Paint** Two (2) coats of Sikkens BT650, two component acrylic urethane paint are applied to provide the lasting beauty and durability. The acrylic urethane topcoat contains a clear coat resin chemistry that creates the high gloss and depth of image. This type of topcoat provides the best resistance against acid rain and other more common chemicals.
5. **Clear Coat** - Two (2) coats of Sikkens BT650 grade two (2) component urethane will be applied. Lap style doors will be clear coated to match the body. Roll-up doors will be clear coated.

Sand, Buff & Polish

All painted metal will be Sanded, buffed and polish as described below to achieve the best finish. All products and materials used supplied by 3M.

1. **Sanding** - Depending on the level of orange peel we will use the following procedures, sand with 1000 grit, 1500 grit, 2000 grit. Step up to 3000 grip and finish up with 5000 grit wet sand.
2. **3 Step Polish** - We use Rubbing Compound on first step, Polish on second step & Glaze as the final step.

Re-Assembly

All items are reassembled once the Sand, Buff & Polish are completed. During this process we apply "ECK" corrosion barrier between any metal and other substrate. This will greatly reduce the dissimilar metal corrosion during the life span of the unit. **NOTE: all new screw hardware will be installed as another step in reducing corrosion.**

Detailing

Prior to delivering the entire vehicle will be washed to include the interior and exterior.

Products

Kards Inc uses the best in class products to deliver the best quality repairs.

Paint

Akzo Nobel Sikkens BT650 – Widely regarded as the best paint line for big trucks (specifically emergency apparatus).

Abrasives and Sealers

3M products and services for the automotive collision repair industry. Products and brands include abrasives, tapes, adhesives, PPS™, Bondo®, Accuspray™

Hardware

Fasental - North America's largest fastener distributor, to the world's most efficient supplier of OEM, MRO, and construction products.

Corrosion Barrier

Eck is the only patented corrosion barrier to prevent dissimilar metal corrosion.

NOTE: Kards is also a distributor of this product.

Detailing Products

Shield Solutions has been serving the fire services for over 22 years. The product has been third party tested and verified to be safe on emergency apparatus and the only product that will not dry out lenses.

NOTE: Kards is also a distributor of this product.

Reflective Stripe, Lettering & Decals

All reflective stripes are 3M products including the Diamond Grade Chevron stripe.

Warranty

Sikkens offers a 5 year paint warranty on any painting done by Kards Inc on body and chasis.

Some exclusions apply:

- **Damage to Fire Truck:** If the fire truck is involved in a collision or other incident that damages the rustproofing application, the owner must notify Kards Inc within thirty (30) days of such occurrence. If notice is not given, then this warranty shall automatically become null and void.
- **Rust/Corrosion.** Is not included for area that were not repaired – all areas that showed signs of rust/corrosion have been treated, however due to age of the vehicle and nature of rust/corrosion that cannot be seen we are unable to guarantee against these issues moving forward in areas we did not repair.

Repairs shall be determined solely by Kards Inc, all repairs will be handled by Kards Inc.

Acceptance and authorization

The terms and conditions of the **Services Agreement** apply in full to the services and products provided under this Statement of Work.

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Statement of Work.

Wheeling	Kards Inc
_____	_____
Full name	Paul Kardaschow
_____	_____
Title	Owner
_____	_____
Signature	Signature
_____	_____
Date	Date

Attachment A

Outline of items operations to be performed on Sutphen E42

- *Repair all corrosion on Cab, Roof & Body*
- *Repair any damaged areas on Cab, Roof & Body*
- *Body parts will be removed for proper paint operations (paint will be sprayed around parts not just outside facing)*
- *New screw hardware is installed (helps reduce corrosion)*
- *ECK anti corrosion paste will be installed between any metal to metal, metal to plastic & metal to rubber seal (another step in helping reduce corrosion)*
- *Rear of unit will be updated to 3M Diamond Grade Chevron (Red & Fluorescent Yellow)–
Note: will match your Rosenbauer units.*
- *Color scheme will be updated to match your Rosenbauer units (Cab will be painted red)*
- *Replace weather-strip on doors (cab & body) and moldings on wheel wells*



Emergency Vehicle Repair Estimate

160121

Kards Inc Vehicle Services

400 D Airport Road

Elgin, IL 60123

Phone: (847) 931-0333 / Fax: (847) 931-0110

Repairer License #UDL12507 / Rebuilder License #UDL12508

Written by: Paul Kardaschow

Date Written: 4/30/2016

D e p t	Department Name: WHEELING FD	Contact Name: Chuck Spratt
	Street Address: 77 W. Hintz Road	Contact Cell #: (847) 344-4280
	City /State / Zip: Wheeling, IL	Dept Phone: (847) 279-6961
	Email: cspratt@wheelingil.gov	Dept Fax:

V e h	Vehicle Description: SUTPHEN ENGINE	Production Date:
	Vehicle Build #:	Color Code:
	Truck #: 42	Mileage: 2,845

We are pleased to submit the following cost estimate:

Line	Description of work to be performed	Body Time	Paint Time	Materials	Parts
1	NOTE: ESTIMATE WRITTEN 4/30/2016				
2					
3	NOTE: ESTIMATE IS GOOD FOR 60 DAYS AFTER WHICH IT MAY NEED TO BE REPRICED				
4					
5	NOTE: CAB ROOF REPAIRS				
6	REMOVE & REINSTALL HEADLINER	3.0			
7	REMOVE & REINSTALL LIGHT BAR MARKERLAMPS AND ANTENAS	3.0			\$12.00
8	LOOSEN & SHIM A/C UNIT	1.7			
9	LOOSEN AND SHIM DIAMOND PLATE PANELS ON ROOF	2.3			\$24.00
10	REPAIR CORROSION AND PAINT DAMAGE ON ROOF	4.0			
11					
12	NOTE: CAB REPAIRS				
13	REMOVE & REINSTALL SCENE LAMP FROM LEFT CAB CORNER	0.5			
14	REMOVE & REINSTALL GRAB HANDLE	0.7			
15	REMOVE BLACK STRIPE	0.3			
16	REMOVE REFLECTIVE STRIPE	0.5			
17	REPAIR CORROSION AND DAMAGED PAINT LEFT CAB CORNER	2.0			
18	REMOVE & REINSTALL HARDWARE FROM REAR OF CAB LEFT SIDE	1.5			
19	SHIM DIAMOND PLATE FOR PAINT	0.8			
20					
21	REMOVE & REINSTALL LEFT REAR CAB DOOR	1.0			
22	REMOVE & REINSTALL HINGE	0.5			
23	REMOVE DECALS ON DOOR	0.5			
24	REMOVE REFLECTIVE STRIPE	0.5			
25	REMOVE INSIDE TRIM PANEL	1.0			
26	REMOVE & REINSTALL OUTSIDE DOOR HANDLE	0.8			
27	REMOVE & REINSTALL OUTER WINDOW MOLDING	0.9			
28	REMOVE & REPLACE DOOR JAM WEATHERSTRIP ON DOOR	1.0			\$45.00
29	REPAIR CORROSION AND DAMAGE ON DOOR	2.0			
30					
31	REMOVE & REINSTALL LEFT FRONT WHEEL HOUSE MOLDING	1.0			
32	REPLACE WELTING FOR WHEEL HOUSE MOLDING	0.2			\$125.00
33	REMOVE REFLECTIVE STRIPE	0.5			

V e h	Vehicle Description: SUTPHEN ENGINE	Production Date:
	Vehicle Build #:	Color Code:
	Truck #: 42	Mileage: 2,845

We are pleased to submit the following cost estimate:

Line	Description of work to be performed	Body Time	Paint Time	Materials	Parts
34	REMOVE DECALS FROM CENTER CAB	0.5			
35	REMOVE & REINSTALL ENGINE VENT	0.5			
36	REMOVE & REINSTALL EMERGENCY LIGHT	0.5			
37	REPAIR CORROSION AND DAMAGED PAINT CENTER CAB	2.0			
38					
39	REMOVE & REINSTALL LEFT FRONT CAB DOOR	1.1			
40	REMOVE & REINSTALL HINGE	0.5			
41	REMOVE DECALS ON DOOR	0.5			
42	REMOVE REFLECTICE STRIPE	0.5			
43	REMOVE INSIDE TRIM PANEL	1.0			
44	REMOVE & REINSTALL OUTSEDE DOOR HANDLE	0.5			
45	REMOVE & REINSTALL OUTER WINDOW MOLDING	0.9			
46	REMOVE & REPLACE DOOR JAM WEATHERSTRIP ON DOOR	1.0			\$45.00
47	REPAIR CORROSION AND DAMAGE ON DOOR	2.0			
48					
49	REMOVE& REINSTALL Q SIREN AND GRILL	2.0			
50	REMOVE & REINSTALL EMERGENCY LAMPS	1.5			
51	REMOVE & REINSTALL HEAD LAMPS	1.5			
52	REMOVE & REINSTALL MIRRORS	2.0			
53	REMOVE REFLECTIVE STRIPE	1.0			
54	REMOVE & REINSTALL WIPER ARMS AND BASES	1.5			
55	REMOVE & REINSTALL WINDSHIELDS	2.5			\$25.00
56	NOTE: NO GUARANTEE AGAINST BREAKAGE WHILE REMOVING OR REINSTALLING WINDSHIELDS				
57	REMOVE & REINSTALL RIGHT AND LEFT SIDE SPOT LIGHTS	1.3			
58	REMOVE DECALS	0.5			
59	REPAIR DAMAGE AND CORROSION ON FRONT CAB	3.0			
60					
61	REMOVE & REINSTALL RIGHT FRONT CAB DOOR	1.1			
62	REMOVE & REINSTALL HINGE	0.5			
63	REMOVE DECALS ON DOOR	0.5			
64	REMOVE REFLECTIVE STRIPE	0.5			
65	REMOVE INSIDE TRIM PANEL	1.0			
66	REMOVE & REINSTALL OUTSEDE DOOR HANDLE	0.5			
67	REMOVE & REINSTALL OUTER WINDOW MOLDING	0.9			
68	REMOVE & REPLACE DOOR JAM WEATHERSTRIP ON DOOR	1.0			\$45.00
69	REPAIR CORROSION AND DAMAGE ON DOOR	2.0			
70					
71	REMOVE & REINSTALL RIGHT FRONT WHEEL HOUSE MOLDING	1.0			
72	REPLACE WELTING FOR WHEEL HOUSE MOLDING	0.2			\$125.00
73	REMOVE BLACK STRIPE	0.5			
74	REMOVE DECALS FROM CENTER CAB	0.5			
75	REMOVE & REINSTALL ENGINE VENT	0.5			
76	REMOVE & REINSTALL EMERGENCY LIGHT	0.5			
77	REPAIR CORROSION AND DAMAGED PAINT CENTER CAB	2.0			
78	REMOVE REFLECTIVE STRIPE	1.0			
79					
80	REMOVE & REINSTALL RIGHT REAR CAB DOOR	1.0			
81	REMOVE & REINSTALL HINGE	0.5			

V e h	Vehicle Description: SUTPHEN ENGINE	Production Date:
	Vehicle Build #:	Color Code:
	Truck #: 42	Mileage: 2,845

We are pleased to submit the following cost estimate:

Line	Description of work to be performed	Body Time	Paint Time	Materials	Parts
82	REMOVE DECALS ON DOOR	0.5			
83	REMOVE REFLECTIVE STRIPE	0.5			
84	REMOVE INSIDE TRIM PANEL	1.0			
85	REMOVE & REINSTALL OUTSEDE DOOR HANDLE	0.8			
86	REMOVE & REINSTALL OUTER WINDOW MOLDING	0.9			
87	REMOVE & REPLACE DOOR JAM WEATHERSTRIP ON DOOR	1.0			\$45.00
88	REPAIR CORROSION AND DAMAGE ON DOOR	2.0			
89					
90	REMOVE & REINSTALL SCENE LAMP FROM RIGHT CAB CORNER	0.5			
91	REMOVE & REINSTALL GRAB HANDLE	0.7			
92	REMOVE BLACK STRIPE	0.3			
93	REMOVE REFLECTIVE STRIPE	0.5			
94	REPAIR CORROSION AND DAMAGED PAINT RIGHT CAB CORNER	2.0			
95	REMOVE & REINSTALL HARDWARE FROM REAR OF CAB RIGHT SIDE	1.5			
96	SHIM DIAMOND PLATE FOR PAINT	0.8			
97	REFINISH CAB (LEFT & RIGHT SIDE, FRONT & ROOF)		20.0	\$1,100.00	
98					
99	NOTE: PUMP PANEL REPAIRS				
100	REMOVE & REINSTALL ALL HARDWARE FROM LEFT SIDE HOSE CROSS LAY AREA	2.0			
101	REPAIR CORROSION AND DAMAGED PAINT				
102	REMOVE REFLECTIVE STRIPE	0.5			
103	REPAIR PAINT ACROSS TOP LEFT AND RIGHT SIDES OVER CROSS LAY AND PUMP PANEL	4.0			
104					
105	REMOVE & REINSTALL HOSE TROUGH BELOW RIGHT SIDE PUMP PANEL	1.3			
106	REMOVE & REINSTALL PUMP PANEL	5.0			
107	REPAIR CORROSION ON HOUSING	2.0			
108	REMOVE & REINSTALL ALL HARDWARE FROM RIGHT SIDE HOSE CROSS LAY AREA	2.0			
109	REPAIR CORROSION AND DAMAGED PAINT				
110	REMOVE REFLECTIVE STRIPE	0.7			
111	REPAIR PAINT ACROSS TOPLEFT SAND RIGHT SIDES OVE CROSS LAY AND PUMP PANEL	3.0			
112	REFINISH PUMP PANEL AREAS (LEFT & RIGHT SIDE)		8.0	\$440.00	
113					
114	NOTE: REAR BODY REPAIRS (LEFT & RIGHT SIDE)				
115	REMOVE & REINSTALL HOSE TROUGHS ON LEFT SIDE CAT WALK	3.5			
116	REMOVE & REINSTALL LEFT SIDE CAT WALK	3.0			
117	REMOVE & REINSTALL STEPS AND DIAMOND PLATE FROM FRONT OF LEFT SIDE BODY	2.0			
118	REMOVE & REINSTALL FIRST ROLL UP DOOR MOLDINGS LEFT SIDE BODY	1.0			
119	REMOVE & REINSTALL FORWARD RUP RAIL	1.0			
120	REMOVE REFLECTIVE STRIPE ON BODY FRONT LEFT	0.4			
121	REPAIR CORROSION ON BODY AT FIRST ROLL UP DOOR	1.3			
122					
123	REMOVE & REINSTALL ROLL UP DOOR MOLDINGS FOR SECOND DOOR ALONG WITH SILL PLATE MOLDING	1.0			

V e h	Vehicle Description: SUTPHEN ENGINE	Production Date:
	Vehicle Build #:	Color Code:
	Truck #: 42	Mileage: 2,845

We are pleased to submit the following cost estimate:

Line	Description of work to be performed	Body Time	Paint Time	Materials	Parts
124	REMOVE & REINSTALL AIR BOTTLE DOOR	0.5			
125	REMOVE & REINSTALL FUEL FILLER DOOR	0.5			
126	REMOVE & REINSTALL EMERGENCY LAMPS	1.0			
127	REMOVE & REINSTALL 110 OUTLET	0.5			
128	REMOVE REFLECTIVE STRIPE	0.5			
129	REMOVE & REINSTALL REAR RUB RAIL	1.0			
130	REPAIR CORROSION AND PAINT IN WHEEL HOUSE PANEL AREA	2.1			
131					
132	REMOVE & REINSTALL MOLDINGS FROM AROUND THIRD COMPARTMENT DOOR LEFT SIDE BODY	1.0			
133	REPAIR CORROSION AND PAINT IN AREA	1.2			
134	REMOVE REFLECTIVE STRIPE	0.3			
135					
136	REPAIR PAINT AND CORROSION ABOVE CAT WALK LEFT SIDE BODY	3.0			
137	REMOVE & REINSTALL UPPER REAR OF BODY EMERGENCY LAMPS AND SCENE LAMP RIGHT AND LEFT SIDES	2.0			
138	REPAIR CORROSION	1.5			
139					
140	REMOVE & REINSTALL RIGHT SIDE CAT WALK	3.5			
141	REMOVE & REINSTALL STEPS AND DIAMOND PLATE FROM FRONT OF RIGHT SIDE BODY	2.0			
142	REMOVE & REINSTALL FIRST ROLL UP DOOR MOLDINGS RIGHT SIDE BODY	1.0			
143	REMOVE & REINSTALL FORWARD RUB RAIL	1.0			
144	REMOVE REFLECTIVE STRIPE ON BODY FRONT RIGHT	0.4			
145	REPAIR CORROSION ON BODY AT FIRST ROLL UP DOOR	1.3			
146					
147	REMOVE & REINSTALL ROLL UP DOOR MOLDINGS FOR SECOND DOOR ALONG WITH SILL PLATE MOLDING RIGHT SIDE BODY	1.0			
148	REMOVE & REINSTALL AIR BOTTLE DOOR	0.5			
149	REMOVE & REINSTALL FUEL FILLER DOOR	0.5			
150	REMOVE & REINSTALL EMERGENCY LAMPS	1.0			
151	REMOVE & REINSTALL 110 OUTLET	0.5			
152	REMOVE REFLECTIVE STRIPE	0.5			
153	REMOVE & REPLACE REAR RUB RAIL	1.0			\$150.00
154	REPAIR CORROSION AND PAINT IN WHEEL HOUSE PANEL AREA	2.1			
155					
156	REMOVE & REINSTALL MOLDINGS FROM AROUND THIRD COMPARTMENT DOOR RIGHT SIDE BODY	1.0			
157	REPAIR CORROSION AND PAINT IN AREA	1.2			
158	REMOVE REFLECTIVE STRIPE	0.3			
159					
160	REMOVE & REINSTALL LADDER RACK FRONT AND REAR	3.5			
161	REPAIR PAINT AND CORROSION ABOVE CAT WALK RIGHT SIDE BODY	3.0			
162	REFINISH LEFT & RIGHT SIDE OF BODY		18.0	\$990.00	
163					
164	NOTE: CHEVRON UPDATE TO REAR OF ENGINE				
165	REMOVE & REINSTALL REAR BUMPER DIAMOND PLATE	1.0			

V e h	Vehicle Description: SUTPHEN ENGINE	Production Date:
	Vehicle Build #:	Color Code:
	Truck #: 42	Mileage: 2,845

We are pleased to submit the following cost estimate:

Line	Description of work to be performed	Body Time	Paint Time	Materials	Parts
166	REMOVE ALL LAMPS AND HARDWARE FROM LEFT SIDE REAR OF BODY	1.6			
167	REMOVE DIAMOND PLATE PANEL	1.0			
168	FABRICATE FLAT 3003 ALUMINUM PANEL	1.5			\$130.00
169	DRILL PANEL TO MOUNT	0.5			
170					
171	REMOVE & REINSTALL STEPS LEFT SIDE OF REAR BODY	1.5			
172	REMOVE & REINSTALL 110VOLT OUTLET	1.0			
173	REMOVE DIAMOND PLATE PANEL	1.0			
174	FABRICATE FLAT 3003 ALUMINUM PANEL	1.5			\$130.00
175	DRILL PANEL TO MOUNT	0.5			
176					
177	REMOVE & REINSTALL HOSE ELBOWS	1.2			
178	REMOVE & FABRICATE PANELS AT HOSE CONNECTIONS	2.0			
179	REMOVE CENTER LIGHT STICK	1.5			
180	FABRICATE FLAT 3003 ALUMINUM PANEL	1.5			\$130.00
181	DRILL PANEL TO MOUNT	0.5			
182					
183	REMOVE & REINSTALL STEPS RIGHT SIDE PANEL	1.5			
184	REMOVE & REINSTALL 110 VOLT OUTLET	1.0			
185	REMOVE DIAMOND PLATE PANEL	1.0			
186	FABRICATE FLAT 3003 ALUMINUM PANEL	1.5			\$130.00
187	DRILL PANEL TO MOUNT	0.5			
188					
189	REMOVE ALL LAMPS AND HARDWARE FROM RIGHT SIDE REAR OF BODY	1.6			
190	REMOVE DIAMOND PLATE PANEL	1.0			
191	FABRICATE FLAT 3003 ALUMINUM PANEL	1.5			\$130.00
192	DRILL PANEL TO MOUNT	0.5			
193	REFINISH 5 PANELS		2.0	\$110.00	
194					
195	INSTALL CHEVRON STRIPES (3M DIAMOND GRADE VINYL; RED & YELLOW/LIME)	4.0			\$810.00
196	INSTALL WHITE REFLECTIVE STRIPE WITH BLACK PINSTRIPE	3.0			\$440.00
197					
198	NOTE: QUOTE DOES NOT INCLUDE PROVIDING DECALS				
199	NOTE: QUOTE DOES NOT INCLUDE REPAIR OF ANY STRUCTURAL CRACKS THAT MAY BE FOUND ONCE ENGINE IS TAKEN APART				
200					
201	Acid Etch Prime		1.0	\$55.00	
202	Clear Coat		5.0	\$275.00	
203	Color Sand & Buff	5.0			
204	Vehicle Cover	1.0			
205	Stainless Hardware				\$50.00
206	Body Materials				\$550.00
207	"ECK" Corrosion Protection	1.5			\$25.00
208	Hazardous Waste Removal				\$8.00
209	Por-15	2.0			\$40.00
210					
211					

V e h	Vehicle Description: SUTPHEN ENGINE	Production Date:
	Vehicle Build #:	Color Code:
	Truck #: 42	Mileage: 2,845

We are pleased to submit the following cost estimate:

Line	Description of work to be performed	Body Time	Paint Time	Materials	Parts
212	Estimated Line Item Totals	205.6	54.0	\$2,970.00	\$3,214.00
213					
214	Estimated Line Totals	\$19,532.00	\$5,130.00	\$2,970.00	\$3,214.00
215					
216	Job Total	\$30,846.00			



MEMO

DATE: September 22, 2016

TO: Jon Sfondilis, Village Manager

FROM: Keith Maclsaac, Fire Chief

CC: David Palmeri, Deputy Fire Chief
Timothe Durkin, Lieutenant/Paramedic (Apparatus Committee Chairperson)
Nick Tomeczko, Firefighter/Paramedic (Medical Officer)
File – Stretchers

SUBJECT: Waiving Competitive Bids and Purchasing Two (2) Stryker Power-Pro XT Stretchers

EXECUTIVE SUMMARY

Purchase of two (2) Stryker Power-Pro XT stretchers for use in the new Fire Department ambulances at a cost not to exceed \$36,200.52. These devices are purchased directly from the manufacturer and therefore are sole source requiring waiving of competitive bids. Since these stretchers are an “upgrade” from the traditional Stryker stretchers currently utilized by the Fire Department, the Foreign Fire Insurance Tax Board (FFITB) has agreed to reimburse the Village of Wheeling the difference between stretcher models in the amount of \$10,317.78.

On January 16, 2016, the Village Board authorized the purchase of two (2) new ambulances from Horton Emergency Vehicles/Foster Coach. These vehicles are nearing completion and will be delivered later this fall. Historically, a new stretcher assembly has been included in the purchase of each new ambulance. While investigating various means of saving money associated with the purchase of these vehicles, it was determined that by buying the stretchers ourselves and then having them installed by the ambulance vendor, we could save approximately 10% of the total cost of the stretchers; approximately \$1,800 each. This is the result of avoiding the 3rd party mark-up passed on from the ambulance manufacturer.

The Fire Department has utilized Stryker Performance-Pro XT stretchers for many years with extremely positive results. These current units are very sturdy construction but require manual manipulation to raise, lower, and load the patient into the ambulance. While developing the specifications for the new ambulances, it was discussed by the Fire Department’s Apparatus Committee about the possibility of upgrading our current stretchers to the Stryker Power-Pro XT model. This particular model is structurally very similar to the Performance-Pro XT units but has a built-in hydraulic system that is battery operated to handle raising and lowering of the patient. In addition, the stretcher is combined with a permanently attached loading assembly on the floor of the ambulance patient compartment that eliminates the need to manually load and unload the stretcher into and out of the ambulance. The unit is specifically designed to greatly reduce the amount of manual labor associated with moving the patient while on a stretcher and therefore, greatly reducing the risk of muscular/skeletal injuries to our personnel. Since the “upgraded” cost is fairly substantial, the Apparatus Committee approached the Foreign Fire Insurance Tax Board (FFITB) regarding paying the cost differential between the Stryker Power-Pro XT model and the Stryker Performance-Pro XT model. The FFITB has agreed to reimburse the Village of Wheeling the difference of \$10,718.78 (\$5,359.39/each). In addition, the overall assembly created by the stretcher and the attached loading device meet and exceed all current Federal and State requirements for patient restraint in the event of a roll-over accident involving the ambulance; further enhancing patient safety. It is for these reasons I support upgrading to the Striker Power-Pro XT model.

Since the combined purchase of both new stretchers exceeds \$20,000.00, it requires Village Board approval. Since the purchase is being made directly from the manufacturer, the product is proprietary, and it is considered sole source, therefore, I am requesting waiving of competitive bids. If approved, the cost for both new stretchers is \$36,200.52. With reimbursement from the FFITB in the amount of \$10,718.78, the actual final cost to the Village of Wheeling for both stretchers will be \$25,481.74. The purchase of these two (2) new stretchers was included in the budget for the replacement ambulance purchases and sufficient funds remain as part of this project in the Capital Equipment Replacement Fund (CERF). Once these stretchers are purchased, the entire project will still be under budget by \$26,101.26 or 4.4%.

If this meets with your approval, I have attached the necessary resolution and would like this matter referred to the Village Board for their review and approval. If you should have any questions, I may be reached at ext. 2665.

RESOLUTION NUMBER _____

RESOLUTION WAIVING COMPETITIVE BIDS AND AUTHORIZING THE PURCHASE OF TWO (2) STRYKER POWER-PRO XT STRETCHERS AT A COST NOT TO EXCEED \$36,200.52

WHEREAS, the Fire Department is replacing two (2) stretchers as part of a replacement program associated with the replacement of two (2) ambulances; and

WHEREAS, the Fire Department has historically utilized stretchers manufactured and sold by Striker EMS of Portage, Michigan; and

WHEREAS, the Fire Department has determined that continued standardization of the department’s stretchers is in the overall best interest of the department and the Village of Wheeling; and

WHEREAS, said stretchers are proprietary to Striker EMS and therefore, make Striker EMS the sole primary source for said stretchers.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that formal competitive bidding is hereby waived and the Fire Department is hereby authorized to proceed with said purchase of two (2) Striker Power-Pro XT stretchers from Striker EMS at a cost not to exceed \$36,200.52.

Trustee _____ moved, seconded by Trustee _____ that Resolution Number _____ be adopted.

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

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

Dean Argiris, Village President

ATTEST:

Elaine E. Simpson, Village Clerk



Comprehensive Quotation

Sales Account Manager
 TOM SULLIVAN
 TOM.SULLIVAN@STRYKER.COM
 Cell: 708-935-1811

Remit to:
 P.O. Box 93308
 Chicago, IL 60673-3308

End User Shipping Address
 1268275
 VILLAGE OF WHEELING FIRE DEPT
 499 S MILWAUKEE
 WHEELING, IL 60090

Shipping Address
 1268275
 VILLAGE OF WHEELING FIRE DEPT
 499 S MILWAUKEE
 WHEELING, IL 60090

Billing Address
 1161481
 VILLAGE OF WHEELING
 2 COMMUNITY BLVD
 WHEELING, IL 60090

Customer Contact	Ref Number	Date	PO Number	Reference Field	Quote Type
	5125989	09/20/2016	QUOTE		

Line #	Quantity	Item Description	Part #	Unit Price	Extended Price	Item Comments
1.00	2	Protect Power-LOAD- 7year	77506001	\$4,634.40	\$9,268.80	
2.00	2	Power-PRO XT	6506000000	\$18,100.26	\$36,200.52	
		Options				
	2	Power-PRO XT	6506000000	\$12,941.37	\$25,882.74	
	2	XPS Option	6506040000	\$1,627.29	\$3,254.58	
	2	Power-LOAD Compatible Option	6506127000	\$1,377.81	\$2,755.62	
	2	Knee-Gatch/Trendelenburg	6500082000	\$648.81	\$1,297.62	
	2	Steer Lock Option	6506038000	\$622.89	\$1,245.78	
	2	3 Stage IV Pole PR Option	6500315000	\$279.45	\$558.90	
	2	Fowler O2 Bottle Holder	6500241000	\$211.41	\$422.82	
	2	Pocketed Back Rest Pouch	6500130000	\$209.79	\$419.58	
	2	Head End Storage Flat	6500128000	\$111.78	\$223.56	
	2	Equipment Hook	6500147000	\$42.12	\$84.24	
	2	SMRT Charger Mounting Bracket	6500034000	\$27.54	\$55.08	
	2	Dual Wheel Lock	6086602010			
	2	Power Pro Standard Components	6506026000			
	2	No HE Section O2 Bottle	6506036000			
	2	English Manual	6506600000			
	2	120V AC SMRT Charging Kit	6500028000			
	2	Short Hook	6060036017			
	2	XPS Knee Gatch Bolster Matrss	6500031130			
	2	3 Yr X-Frame Powertrain Wrrnty	7777881669			
	2	2 Yr Bumper to Bumper Warrantly	7777881670			
	2	DOM SHIP (NOT HI, AK, PR, GM)	0054030000			
	2	X-RESTRAINT PACKAGE	6500001430			
	2	STANDARD FOWLER	6506012003			
	2	PR Cot Retaining Post	6085033000			
	2	No Runner:HE O2	0054200994			
3.00	2	Protect+ Power Cot - 7Year	77110001	\$4,049.19	\$8,098.38	

Note:
 Oct. 1st mark the price increase of 3%
 Once signed typical ship is 6 weeks
 The ship can be delayed if needed

Product Total	\$53,567.70
Freight	\$0.00
Tax	\$0.00
Total Incl Tax & Freight	\$53,567.70

Signature: _____ Title/Position: _____ Date: _____



Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

Terms: Net 30 Days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-STRYKER.

Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.

QUOTE REQUIRES APPROVAL

stryker®

EMS Equipment

700lb
350



Power-PRO™ XT
powered
ambulance cot

Power-PRO XT

powered
ambulance cot

Shown with optional accessories.

Reduce the risk of injuries when raising and lowering

Power-PRO XT reduces risk of cumulative trauma injuries, and lost or modified workdays.

Power raise and lower
using your finger, not your back.



Raise and lower patients with the touch of a button³

Operator injuries result from repetitive spinal loading. Our innovative powered ambulance cot is designed to lift patient weight with the touch of a button — not your back.

Medics experience frequent spinal loading due to repetitive motions such as lifting, lowering, carrying, and bending. Use of the Power-PRO XT has proven to reduce spinal loading, resulting in reduced injuries, lost or modified workdays and Workers' Compensation costs, and increased recruitment and retention. The Stryker Power-PRO XT — now the industry standard of care.

- **An innovative battery-powered hydraulic system raises and lowers the patient at the touch of a button.³**
- **Utilizes an easy-to-use manual back-up system for all powered cot functions.**
- **The retractable head section reduces footprint, and allows the cot to navigate very tight spaces in any height position.**
- **A Stryker exclusive: automatic high-speed retracting feature saves precious seconds when loading and unloading.**
- **Reduces workers' compensation costs, injuries, and lost and modified workdays, while improving recruitment and retention.**

Reduce load and unload times

A Stryker exclusive. The high-speed retract system of the Power-PRO XT will reduce your load and unload times. When the cot senses the weight is off the wheels, the base will fully retract in 2.4 seconds when the "minus" button is depressed.





Settable Load Height with Jog Function
A Stryker exclusive. Adjusts to fit your ambulance.

Pneumatically Assisted Backrest
A Stryker innovation. Significantly reduces operator effort and increases patient comfort.

Shock, Flat Leg, or Optional Knee Gatch Positioning
Knee gatch provides patient comfort and greater lift clearance.

Fold-Down Side Rails
A Stryker innovation. Side rails are designed to provide patients with a greater sense of security.

Bolster Mattress
The Stryker-preferred sealed bolster mattress provides patients a greater sense of security during transport.

Retractable Head Section
Provides 360-degree mobility in any height position.

Hydraulic Lift System
Battery-powered hydraulic lift system with manual back-up for operator confidence.

Patented X-frame
Proven reliability. Will NOT "hot drop."

Lift-Capable Safety Bar
Assures handling confidence. Reduces lift height for smaller operators.

Head- and Foot-end Lift and Grip Section
Unmatched ergonomics. Lifting handles optimized to 30 degrees, the angle preferred by most operators. Grips have a textured, durable, nonslip surface for maximum operator control.

X-frame Guards
Protect X-frame from ambulance bumper contact.

Foot End Controls
Controls are duplicated on both upper and lower lift bars to accommodate operators of all sizes.

Oversized Wheels
Requires less force to roll, improving maneuverability over rough terrain.

700lb
capacity



The retractable head section with safety bar has conveniently located release handles that retract the head section into the cot. The safety bar release is designed to keep hands away from the cot mechanism for safety.

Retractable Head Section
Provides 360-degree mobility in any height position.

Features

- 1 Textured Hand Grips**
At the head and foot end provide a durable nonslip surface for operator control.
- 2 Battery Pack Power Level Indicator**
Keeps operator informed of power status and flashes amber when the battery pack needs to be changed.
- 3 Hour Meter**
Indicates how many hours the cot has been in operation for preventive maintenance purposes.
- 4 Built-in Pull Handle**
Offers maximum operator control during transport and stows out of the way when not in use.
- 5 Shock, Flat Leg, or Optional Knee Gatch Positioning**
Knee gatch provides patient comfort and greater lift clearance.
- 6 Battery Pack Release Control**
Accessible and easily changed in any situation.
- 7 Manual Back-up Release Handle**
Allows non-powered operation of all powered cot functions.
- 8 Power Controls**
Contoured control buttons allow for instant touch recognition and ease of operation.
- 9 Lower Lifting Bar**
Provides maximum versatility for operators of all sizes.



Marine-grade Hydraulic System
Provides reliable operation in harsh conditions.



Hand Clearance
Hand clearance around the litter frame for operator safety.



Built-in Pull Handle
Offers maximum operator control during transport and stows out of the way when not in use.



In-fastener Shut-off
Automatically disables cot when locked in the cot fastener system for safety.



SMRT™ Power System
Automatic power management, zero memory, and in-vehicle charging. 12V ships with cot.



Lift-capable Safety Bar
Assures handling confidence. Reduces lift height for smaller operators.

Warranty

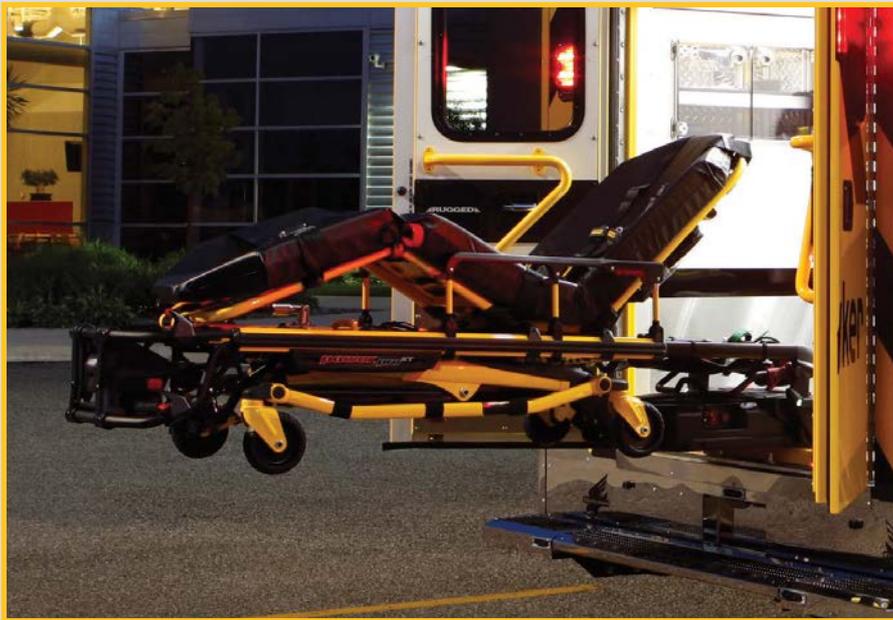
- Two-year parts, labor, and travel
- One-year soft goods
- Three-year X-frame components
- Three-year limited powertrain
- Lifetime on all welds*

Extended warranties available.
* 7-year service life

Certifications



Optional Features



Power-LOAD™ Compatibility

An industry first, the Power-LOAD cot fastener system improves safety to you and your patients by lifting and lowering the Power-PRO XT cot into and out of the ambulance—helping to reduce spinal loads that result in cumulative trauma failure. The Power-LOAD cot compatibility option allows the Power-PRO XT to be fully compatible with the Power-LOAD system. This system meets dynamic crash test standards for maximized occupant safety⁶ and will automatically charge the Power-PRO XT SMRT battery.



Antenna

Allows for wireless communication between the Power-PRO XT and the Power-LOAD system.



Locking Pins

Secures the head end of the cot into the Power-LOAD system for loading and unloading.



Foot-end Hitch

Secures the foot end of the cot into the Power-LOAD system for transport.



Power Controls

Controls the Power-LOAD system during loading and unloading for ease of operation and maximum convenience.



Equipment Hook (Fits most monitors)



Steer-Lock



Knee Gatch



Retractable Head-end O₂ Bottle Holder

- **Heavy duty two- or three-stage IV poles** (patient right or left)
- **Permanent or removable O₂ bottle holders** (head-end, foot-end, or fowler)
- **Dual wheel locks**
- **Head extension with pillow**
- **Equipment hook**
- **Backrest storage pouch**
- **Steer-Lock**
- **Defibrillator platform**
- **Transfer flat**
- **Base storage net**
- **Knee gatch**
- **SMRT charger mounting bracket**
- **Power-LOAD compatibility**

Power-PRO XT Specifications

Model Number	6506
Height¹ (infinite height positioning between lowest and highest position)	
Highest Position	41.5 in (105 cm)
Lowest Position	14 in (36 cm)
Length	
Standard	81 in (206 cm)
Minimum	63 in (160 cm)
Width	23 in (58 cm)
Weight²	125 lb (57 kg)
Wheels	
Diameter	6 in (15 cm)
Width	2 in (5 cm)
Articulation	
Backrest	0° – 73°
Shock Position	+15°
Optional Knee Gatch	30°
Maximum Weight Capacity³	700 lb (318 kg)
Minimum Operators Required	
Occupied Cot	2
Unoccupied Cot	1
Recommended Fastener System	
Power-LOAD	Model 6390
Floor Mount	Model 6370 or 6377
Wall Mount	Model 6371
Recommended Loading Height⁴	Up to 36 in (91 cm)

¹Height measured from bottom of mattress, at seat section, to ground level.

²Cot is weighed with one battery pack, without mattress and restraints.

³700 lb weight capacity with an unassisted lift capacity of 500 lb (Cot loads over 300 lb (136 kg) may require additional assistance to meet the set cot load height).

⁴Can accommodate load decks up to 36 in. Load height can be set between 26 in and 36 in.

⁵Meets dynamic crash standards for Power-PRO XT (AS/NZS-4535 and BS EN-1789) and Performance-PRO XT (BS EN-1789).

Stryker reserves the right to change specifications without notice.

In-service video included with each order.

The Power-PRO XT is designed to conform to Federal Specification for the Star-of-Life Ambulance KKK-A-1822.

The Power-PRO XT is designed to be compatible with competitive cot fastener systems.

Patents pending.

stryker[®]

Reconstructive

Hips
Knees
Trauma & Extremities
Joint Preservation
Orthobiologics

Medical & Surgical

Power Tools & Surgical Accessories
Image Guided Navigation
Endoscopy & Arthroscopy
Integrated Communications
Beds, Stretchers & EMS
Sustainability Solutions

Neurotechnology & Spine

Cranio-maxillofacial
Interventional Spine
Neurosurgical, Spine & ENT
Neurovascular
Spinal Implants

3800 E. Centre Ave.
Portage, MI 49002 U.S.A.

t: 269 389 2100
f: 866 795 2233
toll free: 800 327 0770

www.ems.stryker.com

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DDM/PDF 0612

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Power-PRO™ XT

powered ambulance cot

stryker®

Reduce the risk of injuries
when raising and lowering



EMS Equipment

3800 E. Centre Ave.
Portage, MI 49002 U.S.A.
t: 269 329 2100 f: 866 795 2233
toll free: 800 327 0770

www.ems.stryker.com

Standard Features

- Automatic in-cot fastener shut-off
- Manual back-up release handle
- Automatic high-speed retract
- Battery-powered hydraulic lift system
- Preventative maintenance hour meter
- Battery pack power level indicator
- Settable load height with jog function
- Color-coded controls
- High visibility powder-coated frame
- Lightweight, rugged aluminum construction
- Scientifically optimized lift bar and control design
- Lower lifting bar
- Lift-capable safety bar
- Integrated bumper system
- Retractable head section
- Floor-mounted safety hook
- One-hand release, fold down side rails
- One-hand release, infinite positioning, pneumatically assisted backrest
- Oversized wheels with sealed caster and wheel bearings
- G-rated bolster mattress
- Shock or flat leg positioning
- G-rated restraint package
- Built-in pull handle
- X-frame guards
- Power washable
- SMRT power system (12V DC, 120V AC and 240V AC options available)

Optional Features

- Heavy duty two- or three-stage IV poles (patient right or left)
- Permanent or removable O₂ bottle holders (head end, foot end or fowler)
- Dual wheel locks
- Head extension
- Pillow
- Equipment hook
- Backrest storage pouch
- Head end storage flat
- Defibrillator platform
- Base storage net
- Knee gatch
- SMRT charger mounting bracket
- Power-LOAD™ compatibility

Specifications

Model Number	6506
Height¹ (infinite height positioning between lowest and highest position)	
Highest Position	41.5 in (105 cm)
Lowest Position	14 in (36 cm)
Length	
Standard	81 in (206 cm)
Minimum	63 in (160 cm)
Width	23 in (58 cm)
Weight²	125 lb (57 kg)
Wheels	
Diameter	6 in (15 cm)
Width	2 in (5 cm)
Articulation	
Backrest	0 – 73°
Shock Position	+15°
Optional Knee Gatch	30°
Maximum Weight Capacity³	700 lb (318 kg)
Minimum Operator Required	
Occupied Cot	2
Unoccupied Cot	1
Recommended Fastener System	
Power-LOAD™	Model 6390
Floor Mount	Model 6370 or 6377
Wall Mount	Model 6371
Recommended Loading Height⁴	Up to 36 in (91 cm)

Warranty

- Two-year parts, labor and travel
- One-year soft goods
- Three-year X-frame components
- Three-year limited powertrain
- Lifetime on all welds*

Extended warranties available.

* 7-year service life.

¹ Height measured from bottom of mattress, at seat section, to ground level.

² Cot is weighed with one battery pack, without mattress and restraints.

³ 700 lb weight capacity with an unassisted lift capacity of 500 lb (Cot loads over 300 lb (136 kg) may require additional assistance to meet the set cot load height).

⁴ Can accommodate load decks up to 36 in. Load height can be set between 26 in and 36 in.

Stryker reserves the right to change specifications without notice.

In-service video included with every order.

The Power-PRO XT is designed to conform to the Federal Specification for the Star-of-Life Ambulance KKK-A-1822.

The Power-PRO XT is designed to be compatible with competitive cot fastener systems.

The yellow and black color scheme is a proprietary trademark of the Stryker Corporation.

Patents pending.

Certifications



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DDM/RRP 0811
Mkt Lit-152 Rev F

XPS Specifications

Includes	
2 XPS Siderails	
XPS Mattress	
Weight¹	8 lb (4 kg)
7 Locking Positions	Between 10°-52°
Surface Area Expansion	
Locking Angle	Width - Total Surface Area
10°	23 in (58 cm)
17°	25 in (64 cm)
24°	27 in (69 cm)
31°	29 in (74 cm)
38°	30 in (76 cm)
45°	32 in (81 cm)
52°	33 in (84 cm)
Height	10 in (25 cm)
Length	30 in (76 cm)
XPS Mattress Width²	23 in (58 cm)
XPS Compatible Cots³	
Power-PRO XT	Model 6500/6506
Power-PRO TL	Model 6550
Performance-PRO XT	Model 6085/6086

¹Additional weight compared to standard siderails not including mattress
²Width is measured at widest point (Standard bolster mattress 19 in / 48 cm)
³Certified to IEC 60601-1 for Power-PRO XT and Power-PRO TL.
 BS-EN 1789 for Power-PRO XT, Power-PRO TL, and Performance-PRO XT.

Patents pending.

Stryker reserves the right to change specifications without notice.

All numbers rounded to nearest whole value.

The information presented in this brochure is intended to demonstrate a Stryker product. Always refer to the package insert, product label and/or user instructions before using any Stryker product. Products may not be available in all markets. Product availability is subject to the regulatory or medical practices that govern individual markets. Please contact your Stryker Account Manager if you have questions about the availability of Stryker products in your area.

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XPS

expandable patient surface

XPS

expandable patient surface

The all-in-one solution for a variety of patients and environments.

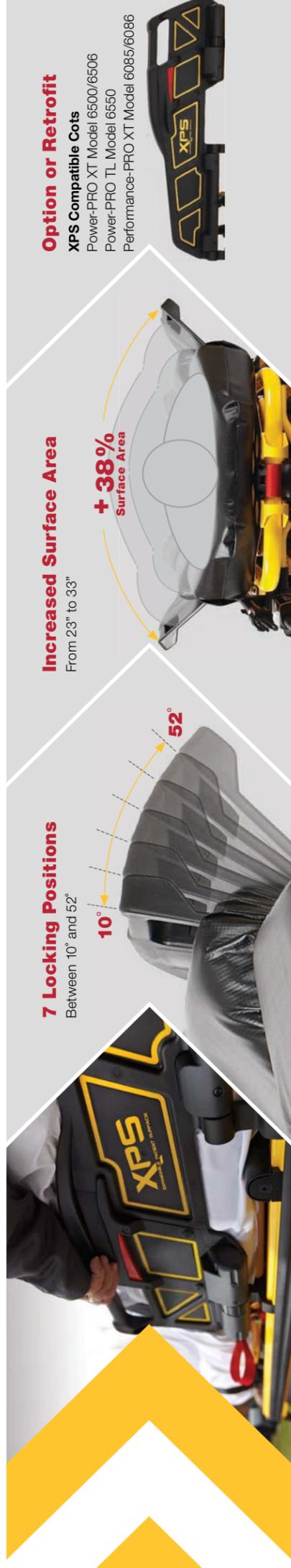
XPS is there when you need it.

XPS provides an expanded patient surface area that can easily be retrofitted with compatible cots. XPS is adjustable with 7 locking positions and includes a wider mattress that reduces transfer gap and designed with patient comfort in mind. This solution helps address growing obesity trends and supports a variety of patients and environments.

Cots with XPS meet current tip stability standards for both patient and provider safety¹. Engineered for durability and cleanability, with a 6061-T6 aluminum core and over-mold design.

Standard Features:

- Increased patient surface area
- Adjustability for patients and environments
- 7 locking positions
- Integrated into cot – Always there
- Easily retrofitted to existing compatible cots
- Enhanced safety built into release handles
- Durable aluminum over-mold design
- Mattress design reduces transfer gap
- Enhanced patient comfort
- Compliant with tip stability and dynamic crash certifications¹



7 Locking Positions

Between 10° and 52°

10°

52°

Increased Surface Area

From 23" to 33"

+38%
Surface Area

Option or Retrofit

XPS Compatible Cots

Power-PRO XT Model 6500/6506

Power-PRO TL Model 6550

Performance-PRO XT Model 6085/6086



Durability

Engineered for durability with an aluminum core.

Safety

Compliant with tip stability and dynamic crash certifications.

Always There
Integrated into cot for accessibility on every call.

Reduced Transfer Gap

Mattress design reduces transfer gap.

Release Handles

Enhanced safety built into release handles.

¹Certified to IEC 60601-1 for Power-PRO XT and Power-PRO TL, BS-EN 1789 for Power-PRO XT, Power-PRO TL, and Performance-PRO XT.

XPS

expandable patient surface



Standard Features

- Increased patient surface area
- Adjustability for patients and environments
- 7 locking positions
- Integrated into cot – Always there
- Easily retrofitted to existing compatible cots
- Enhanced safety built into release handle
- Durable aluminum over-mold design
- Mattress design reduces transfer gap
- Enhanced patient comfort
- Compliant with tip stability and dynamic crash certifications¹

Specifications

Includes

- 2 XPS Siderails
- XPS Mattress

Weight² 8 lb (4 kg)

7 Locking Positions Between 10°-52°

Surface Area Expansion

Locking Angle	Width - Total Surface Area
10°	23 in (58 cm)
17°	25 in (64 cm)
24°	27 in (69 cm)
31°	29 in (74 cm)
38°	30 in (76 cm)
45°	32 in (81 cm)
52°	33 in (84 cm)

1 Height 10 in (25 cm)

2 Length 30 in (76 cm)

XPS Mattress Width³ 23 in (58 cm)

XPS Compatible Cots

Power-PRO XT	Model 6500/6506
Power-PRO TL	Model 6550
Performance-PRO XT	Model 6085/6086

3800 E. Centre Ave.
Portage, MI 49002 U.S.A.
t: 269 329 2100 f: 866 795 2233
toll free: 800 784 4336
www.ems.stryker.com

¹Certified to IEC 60601-1 for Power-PRO XT and Power-PRO TL.
BS-EN 1789 for Power-PRO XT, Power-PRO TL, and Performance-PRO XT.

²Additional weight compared to standard siderails not including mattress

³Width is measured at widest point (Standard bolster mattress 19 in / 48 cm)

Patents pending.
Stryker reserves the right to change specifications without notice.
All numbers rounded to nearest whole value.

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

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

DATE OF BOARD MEETING: October 3, 2016

TITLE OF ITEM SUBMITTED: Resolution Waiving Competitive Bidding and Authorizing the Village Manager to Approve a Contract with Orange Crush LLC for the Street Patching and Resurfacing Program

SUBMITTED BY: Mark Janeck, Director of Public Works

BASIC DESCRIPTION OF ITEM¹: Resolution to accept a contract with Orange Crush LLC for the Street Patching and Resurfacing Program in the amount not-to-exceed \$90,000.00.

BUDGET²: Available in 2016 Capital Improvement Fund

BIDDING³: Waiving competitive bidding

EXHIBIT(S) ATTACHED: Staff Memo, Resolution, Contract 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 A. Sfondilis, Village Manager
FROM: Mark Janeck, Director of Public Works
DATE: September 28, 2016
SUBJECT: Contract Award for the Street Patching and Resurfacing Program

EXECUTIVE SUMMARY

Staff recommends Board approval to waive competitive bidding and approve a contract with Orange Crush LLC for additional work associated with the Village's Street Patching and Resurfacing Program in an amount not-to-exceed \$90,000.

On February 1, 2016 Resolution 16-15 approved a one-year renewal to the publicly bid contract with Orange Crush LLC of Hillside, Illinois for the 2016 Street Patching and Resurfacing Program in an amount not to exceed \$500,004. Due to consistent diligence by the Engineering Division relative to contractor and contract management, unforeseen monies have consistently become available each year-end to complete additional roadway improvements. Monies now available and proposed to be expended (\$90,000) for this additional work are derived from the balance of Capital Projects Program projects that were completed under budget during the 2016 construction season, including the 2016 Street Improvement and 2016 Sidewalk and Concrete Programs. These available funds will be applied to the subject project in an effort to further improve existing roadway conditions in the North Hollywood Ridge subdivision, specifically Beverly Drive. Earlier this year, substantial paving and curb restoration work was performed in this neighborhood; however funds were not available at the time to complete the subject section of roadway.

The proposed paving contract with Orange Crush LLC will improve deteriorated sections of asphalt roadway and curbing, extending pavement life until full-width and full-depth paving can be performed. The scope of work intended to be accomplished through this contract consists of grinding and resurfacing approximately 2,800 square yards of previously delineated and marked asphalt roadway and approximately 950 linear feet of concrete curb at locations as determined and agreed to by the Village paving consultant, the Village Engineer, and Street Division personnel.

The ability to publish for a public bid is restricted by weather conditions during the late fall season for this type of construction work including the scheduled closing of asphalt plants. Orange Crush previously submitted the lowest price through a public bid process for roadway improvements such as that proposed, and the unit prices reflected on this proposal are the same as those accepted by the Village on the previously awarded contract in early 2016. Staff has been very satisfied with the performance of Orange Crush LLC as the roadway contractor on numerous construction projects within the Village during the past several years, including the Village's publicly bid Street Patching and Resurfacing program, and believes they can provide satisfactory services for this contract. Work associated with this Contract would start within two weeks after Board approval.

With your concurrence, please include this item on October 3, 2016 Board Meeting agenda.

RESOLUTION NO. 16-_____

**RESOLUTION WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE VILLAGE
MANAGER TO APPROVE A CONTRACT WITH ORANGE CRUSH LLC FOR THE STREET
PATCHING AND RESURFACING PROGRAM**

WHEREAS, Orange Crush LLC of Hillside, Illinois was determined to be the lowest qualified and responsible bidder for the Street Patching and Resurfacing Program based on their bid proposal at the August 22, 2014 bid opening; and

WHEREAS, two one-year contract extensions were awarded by the Village Board in 2015 via Resolution 15-15 and 2016 via Resolution 16-15; and

WHEREAS, based on Orange Crush LLC's low bid and outstanding performance since being awarded the 2014, 2015, and 2016 Street Patching and Resurfacing projects, the Village requested a proposal to evaluate the opportunity of waiving the competitive bidding process for this project based on previously approved and awarded unit prices; and

WHEREAS, numerous areas of Village streets are in need of repair as determined by a detailed pavement analysis and Public Works personnel have been able to manage certain contractors and contracts resulting in available monies for further infrastructure expenditures; and

WHEREAS, the corporate authorities have determined that it is in the best interest of the Village to waive competitive bidding and award a Contract for the 2016 Street Patching and Resurfacing Program to Orange Crush LLC in an amount not-to-exceed \$90,000 in order to complete the removal and installation of approximately 950 linear feet of concrete curb and 2,800 square yards of asphalt paving;

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, are hereby authorized and directed to waive competitive bidding and execute a Contract with Orange Crush LLC of Hillside, Illinois for the 2016 Street Patching and Resurfacing Program as hereto attached.

Trustee _____ moved, seconded by Trustee _____,

that Resolution No. 16-_____ be passed.

PASSED this _____ day of _____, 2016.

President Argiris _____

Trustee Hein _____

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

VILLAGE OF WHEELING

2016 STREET PATCHING AND RESURFACING PROGRAM ***Fall Paving*** **CONTRACT DOCUMENT**

This agreement is made this 3 day of October, 2016 between and shall be binding upon the Village of Wheeling, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (Orange Crush, LLC.) 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:

Patching, parking lot and roadway resurfacing at various locations throughout the Village, utilizing of Hot-Mix Asphalt material of the type, thickness and area specified in the schedule of prices. The work included in this contract involves pavement removal, pavement patching, Hot-Mix Asphalt pavement, replacing curb and gutter. The scope of the Project shall include all equipment, materials, labor, training, warranties and construction and/or installation services necessary to implement the contemplated construction.

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 2016 STREET PATCHING AND RESURFACING PROGRAM – Fall Paving, 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 **not-to-exceed \$90,000** 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 on or before **November 30, 2016** ~~within calendar days 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.

IN WITNESS WHEREOF, the Village of Wheeling, Illinois by, Village President, and the Contractor have hereunto set their hands this 3 day of October, 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 _____, 2016.

Individual or Partnership _____ Corporation _____

By Position/Title

By Position/Title

Print Company Name

THE VILLAGE OF WHEELING, ILLINOIS

Accepted this 3 day of October, 2016.

Jon A. Sfondilis
Village Manager

2016 Pavement Patching and Resurfacing Program Fall Paving

No.	Item	Units	Quantity	Unit Price	Extension
1	3.5" GRIND & OVERLAY WITH 2" BINDER AND 2" SURFACE	SY	669	\$30.50	\$20,404.50
2	REMOVAL AND DISPOSAL OF UNSUITABLE	CY	71.75	\$35.00	\$2,511.25
3	CURB AND GUTTER REMOVAL AND REPLACEMENT	LF	947	\$39.00	\$36,933.00
4	PREPARATION OF AGGREGATE BASE COURSE	SY	0	\$2.00	\$-
5	HOT-MIX ASPHALT SURFACE COURSE, MIX 'C', N50 (2")	TON	275	\$78.00	\$21,450.00
6	HOT-MIX ASPHALT PAVEMENT REMOVAL (SURFACE ONLY - 2")	SY	2175	\$4.00	\$8,700.00
7	AGGREGATE BASE COURSE, TY B	TON	0	\$24.00	\$-
8	MOBILIZATION	LS	1	\$1.00	\$1.00
TOTAL					\$89,999.75

* Hot-mix asphalt surface course price per SY at 2" is \$8.74

CONTRACTOR'S INSURANCE

The successful Bidder shall carry worker's compensation and commercial general liability insurance in the amounts set forth below and furnish the Village with Certificates of Insurance and endorsements prior to commencing with Work. All such insurance shall be carried with companies satisfactory to the Village. The Bidder shall have the following obligations with regard to insurance coverage for the Work under the Contract:

- a. All Certificates of Insurance required to be obtained by the Bidder shall provide that coverages under the policies named shall not be canceled, modified, reduced or allowed to expire without at least Thirty (30) Days prior written notice given to the Village. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final Pay Request. All Certificates of Insurance shall name the Village of Wheeling and its officers, agents and employees as additional insured on a primary non-contributory basis. The actual additional insured endorsement shall be attached to the certificate of insurance.
- b. All insurance required of the Bidder shall state that it is Primary and Non-Contributory Insurance as to all additional insureds with respect to all claims arising out of operations by or on their behalf. If additional insureds have other applicable insurance coverages, those coverages shall be regarded as on an excess or contingent basis.
- c. The Bidder shall require that each of its Subcontractors and each of their subcontractors of any tier obtain insurance of the same character as that required of Bidder, unless the Village authorizes such lesser amount of coverage, naming the same additional insureds and subject to the same restrictions and obligations as set forth for the Bidder's insurance in the Contract Documents.
- d. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - a. allowing work by Bidder or any subcontractor of any tier to start before receipt of Certificates of Insurance;
 - b. failure to examine, or to demand correction of any deficiency, of any certificate of insurance received.

The Bidder agrees that the obligation to provide insurance is solely the Bidder's responsibility and cannot be waived by any act or omission of the Village.

- e. The purchase of insurance by the Bidder under this Contract shall not be deemed to limit the liability of the Bidder in any way, for damages suffered by the Village in excess of policy limits or not covered by the policies purchased.
- f. The Bidder shall notify the Owner, in writing, of any possible or potential claim for personal injury or property damage arising out of the work of this Contract promptly whenever the occurrence giving rise to such a potential claim becomes known to the Bidder.
- g. The Bidder shall provide insurance acceptable to the Village. Such insurance shall include the following coverages in the following amounts:
 - a. Worker's Compensation (including occupational disease and employer's liability insurance) covering liability of its employees and employees of its subcontractors in accordance with the law of the State of Illinois, including the Illinois Worker's Compensation Act, as amended. A waiver of subrogation shall be provided to the Village and the Waiver of subrogation attached to the certificate of insurance.
 - b. Commercial General Liability (including Premises-Operations; Independent Contractor's; Products and Completed Operations: Broad Form Property Damage):

i. Bodily Injury & Property Damage	\$1,000,000 each occurrence
------------------------------------	-----------------------------

EXHIBIT "A"
CERTIFICATION UNDER 720 ILCS 5/33E-11

I, _____(name), certify that I am employed as the _____(title) of _____(company), a Bidder for the contract for the Work described in the Bid to which this certificate is attached, I hereby certify that I am authorized to make this certificate and that I have personal knowledge of the matters certified to herein, and that the company named above is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961.

Firm Name

By: _____
Name/Title

Signature

SUBSCRIBED AND SWORN to before
me this ____ day _____, 2016.

Notary Public

EXHIBIT "B"
CONTRACTOR'S CERTIFICATION:
Illinois Department of Revenue - Tax Compliance

_____, having submitted a bid/proposal for the **2016 Street Patching and Resurfacing Program**, to the Village of Wheeling, hereby certifies that said contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

1. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
2. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: _____
Authorized Agent of Contractor

SUBSCRIBED AND SWORN to before
me this ____ day _____, 2016.

Notary Public

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

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

DATE OF BOARD MEETING: October 3, 2016

TITLE OF ITEM SUBMITTED: Resolution Accepting a Bid and Approving a Contract with Glenbrook Excavating & Concrete, Inc. for the 2016 Sanitary Sewer Realignment Project within the Capital Improvement Program Budget.

SUBMITTED BY: Mark Janeck, Director of Public Works

BASIC DESCRIPTION OF ITEM¹: A resolution seeking approval of a \$138,955 contract with Glenbrook Excavating & Concrete, Inc. to complete the sanitary sewer realignment at 11th Street.

BUDGET²: Included in the CIP budget.

BIDDING³: On September 23, 2016 seven (7) bids were received and opened.

EXHIBIT(S) ATTACHED: Memo, Resolution, Bid Tab, Bidding Documents and 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: September 28, 2016
SUBJECT: Contract Award Package – 2016 Sanitary Sewer Realignment Project

EXECUTIVE SUMMARY

Staff recommends Board approval of a publicly bid contract for the 2016 Sanitary Sewer Realignment Project with Glenbrook Excavating & Concrete, Inc. of Wauconda, in the amount of \$138,955 for a sewer main relocation on 11th Street.

The 2016 Street Sanitary Sewer Realignment project involves installation of approximately 403 linear feet of 8-inch diameter PVC sanitary main, 55 linear feet of 6-inch sanitary service lines, installation of sanitary sewer manholes, and other miscellaneous work. The purpose for this sanitary sewer re-alignment project is to resolve a conflict created by a reinforced concrete storm sewer pipe on 11th Street that was installed during the corrugated metal arch pipe replacement project of 2014. The reinforced concrete storm sewer pipe was necessarily located directly above and adjacent to the top of an existing sanitary sewer, a utility conflict that does not meet separation requirements per MWRD regulations. The conflict was discovered during construction and since there was no other reasonable location to install the referenced storm sewer pipe, MWRD allowed the conflict to remain temporarily while Engineering Division personnel designed and obtained the permits for this project in-house. This project will redirect the sanitary main away from this conflict area and provide a more reliable and safe means of waste disposal.

Seven (7) bids were received and read on Friday, September 23rd, 2016. Upon completing the bid tabulation (attached) Glenbrook Excavating & Concrete, Inc. of Wauconda, was determined to be the lowest cost, qualified, and responsible bidder with a bid of \$138,955.

Glenbrook Excavating & Concrete, Inc. has previously worked for Wheeling on sanitary sewer projects of similar size and scope, and their work has been satisfactory and acceptable to the Village. For these reasons, Village Staff proposes awarding the 2016 Sanitary Sewer Realignment Project to Glenbrook Excavating. The current budget within the Capital Improvement Program for this proposed work is \$155,000; the low bid is \$16,045 below that.

With your concurrence, please include this item on the October 3rd, 2016, Board meeting agenda.

RESOLUTION NO. 16-_____

RESOLUTION ACCEPTING A BID AND APPROVING A CONTRACT WITH GLENBROOK EXCAVATING & CONCRETE, INC. FOR THE 2016 SANITARY SEWER REALIGNMENT PROJECT

WHEREAS, the Village's 2016 CIP Budget has funds budgeted and available for the proposed sanitary sewer main realignment project; and

WHEREAS, the Village of Wheeling advertised the project on September 13, 2016 in the Daily Herald newspaper for public, sealed bids; and

WHEREAS, on September 23, 2016 the Village received and opened seven (7) qualified bid proposals for this project; and

WHEREAS, staff reviewed the seven (7) bid proposals and Glenbrook Excavating & Concrete, Inc. of Wauconda, IL., was determined to be the lowest qualified and responsible bidder meeting all contract requirements; and

WHEREAS, it is determined to be in the best interest of the Village of Wheeling to accept the bid of Glenbrook Excavating & Concrete, Inc. of Wauconda, IL for the 2016 Sanitary Sewer Realignment Project;

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 \$138,955 contract for the 2016 Sanitary Sewer Realignment Project be approved and awarded to Glenbrook Excavating & Concrete, Inc. of Wauconda, IL., in accordance with the unit prices in their September 23, 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



Village of Wheeling

2016 Sanitary Sewer Realignment Project

Glenbrook Excavating and Concrete Inc.

15.4200.05

VILLAGE OF WHEELING

CONTRACT DOCUMENT

This agreement is made this 3 day of October, 2016 between and shall be binding upon the Village of Wheeling, an Illinois municipal Corporation hereinafter referred to as (the "Village") and Glenbrook Excavating & Concrete, Inc. 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:

The "2016 SANITARY SEWER REALIGNMENT PROJECT" can generally be described as the sanitary sewer improvements for the replacement and realignment of 403 LF of 8" diameter sanitary main and 55 LF of 6" diameter sanitary sewer services, sanitary manholes, and other miscellaneous work.

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 **2016 SANITARY SEWER REALIGNMENT PROJECT**, 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 09/23/2016
 - 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

\$138,955.00 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 within **thirty (30) Calendar Days** 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. Should the Contractor be unable to achieve 'Substantial Completion' of the Work within the time specified in Item #4 above, plus any extensions that may have been allowed in accordance with Article 12 of the General Conditions, the Contractor will be required to pay Liquidated Damages for the delay. The Contractor will be required to pay \$1,500 for each day that expires after the 'Substantial Completion' date until the Work is considered substantially complete. After 'Substantial Completion', if the Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extensions granted by the Owner, the Contractor shall pay \$500 for each day that expires after the 'Final Payment Date'. The 'Final Payment Date' shall be thirty (30) days after the date for which 'Substantial Completion' was scheduled or adjusted by change order.
6. 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.
7. 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.
8. 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.
9. This Contract represents the entire Agreement between the parties and may not be modified without the written approval of both parties.
10. Where the terms of this Contract conflict with the provisions of the Contract Documents, the Contract Documents shall be binding.
11. The Contractor shall provide the required Bonds as required by the Illinois Department of Transportation and Cook County Highway Department. All final permit and bond forms must be completed and submitted by the Contractor.

IN WITNESS WHEREOF, the Village of Wheeling, Illinois by, Village President, and the Contractor have hereunto set their hands this _____ day of _____, 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 _____, 2016.

Individual or Partnership _____ Corporation _____

By Position/Title

By Position/Title

Print Company Name

THE VILLAGE OF WHEELING, ILLINOIS

Accepted this ___ day of _____, 2016.

Jon A. Sfondilis
Village Manager

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Glenbrook Excavating & Concrete, Inc.
1350 North Old Rand Road
Wauconda, IL 60084

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116
Mailing Address for Notices

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

OWNER:

(Name, legal status and address)

Village of Wheeling
2 Community Blvd
Wheeling, IL 60090

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

BOND AMOUNT: \$ 10% Ten Percent of Amount Bid

PROJECT:

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

2016 Sanitary Sewer Realignment Project

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

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

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

Signed and sealed this 23rd day of September, 2016.



(Witness)



(Witness)

Glenbrook Excavating & Concrete, Inc.
(Principal) (Seal)

By: 

(Title)

Liberty Mutual Insurance Company
(Surety) (Seal)

By: 

(Title) Kevin J. Scanlon, Attorney-in-Fact

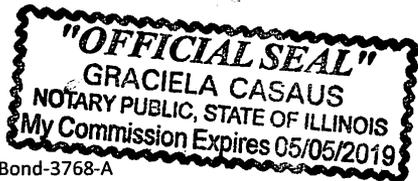
STATE OF Illinois

ss.:

COUNTY OF WILL

On this 23rd day of September 2016, before me personally appeared Kevin J. Scanlon, to me known, who, being by me duly sworn, did depose and say: that he reside(s) at New Lenox, Illinois; that he is/are the Attorney-in-fact of Liberty Mutual Insurance Company, the corporation described in and which executed and annexed instrument; that he know(s) the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that he signed the same name(s) thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

Surety
Company
Acknowledgment




(Notary Public in and for the above County and State)

My commission expires 05/05/2019

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7323541

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Gary A. Eaton; Kevin J. Scanlon; R. L. McWethy; Rob W. Kegley Jr

all of the city of New Lenox, state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of April, 2016.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 12th day of April, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

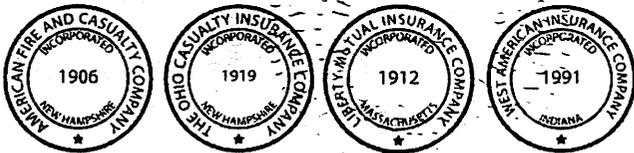
ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of September, 2016.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

GLENBROOK EXCAVATING &
CONCRETE INC.
1350 N. Old Rand Road
Wauconda, Illinois 60084



**VILLAGE OF WHEELING
INVITATION TO BID
2016 SANITARY SEWER REALIGNMENT PROJECT**

BID PACKAGE

Pre-Bid Meeting Date & Time:	Friday, September 16, 2016
Bid Opening Date:	Friday, September 23, 2016
Bid Opening Time:	11:00 AM
Bid Opening Location:	Village of Wheeling
Bid Opening Room:	Board Room
Bid Deposit:	Yes, 10% of Base Bid
Performance Bond:	Yes, Upon Award

Submit Bids to:

Michael Mondschain
Finance Director
Village of Wheeling
2 Community Blvd.
Wheeling, Illinois 60090

Note: This cover sheet is an integral part of the contract documents and is, as are all of the following documents, part of any contract executed between the Village of Wheeling and any successful bidder. Do not detach any portion of this document. Invalidation may result.

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**VILLAGE OF WHEELING
INVITATION TO BID FOR
2016 SANITARY SEWER REALIGNMENT PROJECT**

The Village of Wheeling invites you to bid on an anticipated contract for **2016 SANITARY SEWER REALIGNMENT PROJECT** (hereinafter referred to as the "Project").

The Project can generally be described as the sanitary sewer improvements for the replacement and realignment of 403 LF of 8" diameter sanitary main and 55 LF of 6" diameter sanitary sewer services, sanitary manholes, and other miscellaneous work. The scope of the Project shall include all equipment, materials, labor, training, warranties and construction and/or installation services necessary to implement the contemplated construction. The Specifications and other Contract Documents that more fully outline the required Work on the Project may be obtained from the Finance Department located at the Wheeling Village Hall, 2 Community Boulevard, Wheeling, Illinois 60090.

Bid proposals must be received prior to **Friday, September 23, 2016 @ 11:00AM** at the Village Hall, Two Community Boulevard, Wheeling, Illinois, 60090, marked "Attention: Michael Mondschain" and at that time publicly opened and read aloud. Each proposal should be placed in a sealed envelope marked "**2016 SANITARY SEWER REALIGNMENT PROJECT**". Only sealed bids will be accepted.

All Bidders are required to attend and participate in a mandatory pre-bid conference to be held on Friday, September 16, 2016 @ 10:00AM at Village Hall, Two Community Boulevard, Wheeling, IL 60090. The Village will disqualify the bid of any company that fails to attend the Pre-Bid Conference. Representative of Owner will be present to discuss the project. Owner will transmit to all prospective bidders of record such addenda, as Owner considers necessary, in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

Bid specifications, construction plans and specific instructions to bidders may be obtained for a non-refundable fee of **\$50.00** from the Finance Department. **All questions concerning the bid document or specifications must be submitted in writing to the Village Engineer.** A written response will then be provided to all known bidders and made available to the public. No interpretations, clarifications or addenda will be issued after the fourth day prior to the scheduled bid opening.

Upon opening and examining the submitted Bid Proposals, the Village anticipates awarding the Contract for the Work on the Project to the Bidder (or Bidders as the case may be) determined to be the lowest responsible Bidder. The Village of Wheeling reserves the right to waive any irregularities, technicalities, informalities, and other nonmaterial variances contain in any Bid Proposal and to reject all Bids. The Village reserves the right to hold the any received Bid Proposal for a period of ninety (90) days from the opening date set forth above.

The successful Bidder will be required to provide performance and payment bonds covering the full amount of the Contract Price or Contract Sum securing full and faithful performance of the Contract and the payment for all labor material furnished by the Bidder or anyone furnishing such under the Bidder's contract or a subcontract of any tier. The successful Bidder will also be required to comply with the requirements under Illinois and federal law applicable to a public works project, including the Illinois Prevailing Wage Act.

Elaine Simpson
Village Clerk

VILLAGE OF WHEELING INSTRUCTIONS TO BIDDERS

DEFINITIONS

The following terms shall be interpreted to have the meanings referenced below for the purposes of these Bid Documents. The meaning of these terms as defined below shall be consistent with interpretation of such terms set forth in the Contract Documents for this Project. Upon the execution of any Contract between the Bidder and the Village for the Work on the Project, the definitions of these terms as provided in the Contract Documents shall govern and control in the event of any inconsistency or contradiction in the meaning of these terms as used in these Bid Documents.

Addendum/Addenda. A written or graphic instrument or instruments issued prior to the opening of Bids which clarify, correct, or change the Bid Documents by addition, deletions, clarifications or corrections.

Agreement. The written instrument which is evidence of the agreement between the Village and successful Bidder covering the Work as described and set forth in the Contract Documents for the Project.

Alternate Bid. An Alternate Bid (or Alternate) is an amount stated in the Bid to be added or deducted from the amount of the Base Bid if the corresponding change in Project scope or materials or methods of construction described in the Bid Documents is accepted.

Bid Documents. Bid Documents shall include the Notice to Bidders published in the newspaper advertising this Project, Request for Bids to which these instructions are attached, these Instructions to Bidders, the Bid Proposal form attached hereto, and the proposed Contract Documents for the Project, including any Addenda issued prior to the receipt of the Bid Proposals.

Bid or Bid Proposal. The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bidder. The individual or entity who submits a Bid directly to the Village of Wheeling.

Base Bid. Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described as the base, to which Work may be added or deducted for sums stated in any such Alternate Bids.

Contract. Contract shall include the entire and integrated written agreement between the Village of Wheeling and the successful Bidder concerning the Work. The Contract Documents shall form the Contract.

Contract Documents. Contract Documents shall include those documents which are defined as being the Contract Documents in the Standard General Conditions of the Construction Contract or other such document provided as part of the Bid Documents.

Owner. All references to Owner contained herein shall mean the Village of Wheeling.

Village. The Village shall be interpreted to mean the Village of Wheeling, an Illinois municipal corporation.

Work. The entire construction of the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

**VILLAGE OF WHEELING
GENERAL TERMS, CONDITIONS & INSTRUCTIONS**

REQUIREMENTS OF BIDDER

The successful Bidder will be required to (a) enter into a fully executed Contract with the Village of Wheeling in the form provided with these Bid Documents covering the matters set forth in the Contract Documents for the completion of the Work on the Project.

PREPARATION OF PROPOSAL

Copies of Bid Documents. Bidders may obtain from the Village one (1) set of Bid Documents upon depositing with the Village a sum of **\$50.00**. A complete set of Bid Documents shall be used by each Bidder in preparing its Bid and neither the Village or the Architect or Engineer assumes any responsibility for errors or misinterpretations resulting from the use of an incomplete set of Bid Documents.

Interpretation of Correction of Bid Documents. Bidders shall promptly notify the Village and/or the Architect or Engineer of any ambiguity, inconsistency or error which they may discover upon examination of the Bid Documents or the site and local conditions. Bidders requiring clarification or interpretation of the Bid Documents shall make a written request to the Village or its designated representative at least seven (7) prior to the date for the receipts of the Bids. Any interpretation, correction or change to the Bid Documents will be made through the issuance of an Addendum. Bidders shall not rely upon any interpretation, correction or change to the Bid Documents not made through an Addendum.

Addenda. All issued Addenda will be sent via facsimile or e-mail to all who are known by the Village to have received a complete set of the Bid Documents. Copies of all issued Addenda shall be made available for inspection at the location wherever the Bid Documents are on file for that purpose. No Addendum will be issued later than four (4) days prior to the deadline for the receipt of Bids or withdrawing the request for Bids. Each Bidder shall confirm prior to submitting the Bid that it has received all issued Addenda and shall acknowledge receipt of any such issued Addenda in the submitted Bid Proposal.

SUBMISSION OF PROPOSAL AND BID DEPOSIT

The Bidder shall prepare and submit Bid or Bid Proposal on the attached proposal form furnished by the Finance Director. Do not detach any portion of this document. Invalidation may result.

All blank spaces on the Bid Proposal form, applicable to the subject specification, must be correctly completed in ink or type written. All signatures must be completed in ink.

If Bidder is a corporation, the President and Secretary shall execute the Bid and the corporate seal shall be affixed. In the event the Bid Proposal is executed by an individual other than the President, Bidder must attach to Bid Proposal a certified copy of that section of corporate By Laws or other authorization by the corporation which permits such individual to execute the Bid Proposal for the corporation.

If Bidder is a partnership, all partners shall execute the Bid Proposal, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Finance Director shall be submitted with the Bid Proposal.

All Bid Proposals must be delivered to the office of the Finance Director prior to the specified opening time for receipt of the Bid Proposals. . Bids arriving after the specified time will not be accepted. Mailed bids arriving after the specified time will not be accepted regardless of post marked time on the envelope.

Any Bids received by the Office of the Finance Director after **Friday, September 23, 2016 @ 11:00AM**, shall be rejected.

All Bids should be submitted in a sealed 9" x 12" or 10" x 13" envelope. The envelope shall clearly reference the title of the Bid (indicated on the cover page of this document) and shall include the Bidder's name, address, bid item name and bid opening location, room number, time, and date. Each Bid Proposal shall be accompanied by the required bid security provided herein.

BID DEPOSIT

Unless other waived by the Village, all Bids shall be accompanied by a bid deposit in the amount in the amount of ten percent (10%) of the base bid amount. Bid deposits shall be in the form of a bid bond, cash, a certified check or cashier's check drawn on a responsible bank doing business in the United States and shall be made payable to the Village of Wheeling. All Bids not accompanied by a bid deposit, when required, will be rejected.

The bid deposits of all except the three (3) lowest responsive and responsible Bidders on each contract will be returned within fourteen (14) calendar days after the opening of the Bids. The bid deposit of the accepted Bidder will be returned after acceptance by the Village of satisfactory performance and payment bonds where such bonds are required or completion of Project where no performance bond is required. The remaining bid deposits of each of the unsuccessful Bidders will be returned within fourteen (14) days after the Village Board has awarded the Contract. Any Bidder awarded the Contract by the Village shall forfeit its bid deposit upon its failure to execute the Contract or provide the necessary performance and payment bonds for the Contract.

BID WITHDRAWAL

Bidders may not withdraw their Bid after the Bid opening without the approval of the Finance Director of the Village of Wheeling. Requests to withdraw a Bid must be in writing and properly signed. A Bidder may, however, without prejudice, modify or withdraw its Bid by written request, provided the request is received by the Village's Finance Director prior to the scheduled Bid opening and at the address to which Bids were to be submitted. Following withdrawal or modification of its Bid, Bidder may submit a new Bid, provided it is received by the Finance Director prior to the bid due date. No Bid will be opened which is received after the time and date scheduled for the Bids to be received.

PERFORMANCE BOND

Upon the award of the Contract, the successful Bidder must furnish and provide the Village with satisfactory Performance and Labor and Material Payment Bonds in the amount of one hundred percent (100%) of the Contract Sum or Contract Price. Said Bonds shall be in a form acceptable to the Village, shall be deposited with the Village at the time of execution of the Contract. The execution of any Contract between the Village and the successful Bidder shall be contingent upon the successful Bidder providing the Village such required Performance and Payment Bonds. As evidence of capability to provide such security for performance, each Bidder shall submit with its Bid Proposal either a letter executed by its surety company indicating the Bidder's performance bonding capability, or a letter from a bank or savings and loan within the Chicago metropolitan area indicating its willingness and intent to provide a letter of credit for the Bidder. Failure to furnish the required Performance and Payment Bonds within the time specified may be cause for rejection of the Bid.

EXAMINATION OF BID DOCUMENTS AND SITE CONDITIONS

Prior to submitting any Bid Proposal, each Bidder shall carefully examine the Contract Documents for the Project, fully inform him or herself of existing conditions and limitations on the Project site and include in the Bid Proposal all sums sufficient to provide all Work required under the Contract Documents to complete the Work on the Project. By submitting a Bid, each Bidder represents and acknowledges that he/she/it has examined in detail the Contract Documents and has determined that the Contract Documents and existing conditions are sufficient and/or satisfactory for the completion of the Work for the amount contained in its respective Bid Proposal.

CATALOGS

Each Bidder shall submit when necessary, or when requested by the Finance Director, catalogs, descriptive literature and detailed drawings fully detailing features, designs, construction, finishes, operational manuals and the like not covered in the Specifications, necessary to fully illustrate and describe the material or Work proposed to be furnished. When equipment requires installation, the successful Bidder shall submit detailed shop drawings to the Finance Director for the Village's approval. Drawings shall show the characteristics of equipment and installation details.

SAMPLES

Samples, if required, must be furnished free of expense to the Village on or before date specified; if not destroyed in examination, they will be returned to Bidder, if requested, at his expense. Each sample must be marked with Bidder's name, address, subject of proposal, date, and time of bid opening. DO NOT ENCLOSE IN OR ATTACH BID TO SAMPLE.

SPECIAL HANDLING

Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the supplier will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Supplier shall also notify the Village and provide material safety data sheets for all substances used in connection with this Contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act. Failure or delay in providing data sheets may result in disqualification of your offer.

DELIVERY

All materials shipped to the Village of Wheeling must be shipped F.O.B. delivered, designated location, Wheeling, Illinois. If delivery is made by truck, arrangements must be made in advance by the successful Bidder in order that the Village may arrange for receipt of the materials. The materials must then be delivered where directed and may be required to be inside delivery. Truck deliveries will be accepted between 8:30 a.m. and 3:30 p.m. on weekdays only. No deliveries will be accepted on Saturdays, Sundays, or holidays.

DISCOUNTS

Cash discounts will be considered in the evaluation of the bids. Bidders shall indicate terms as 1% 20 days, net 30 days, 2% 20 days, net 30 days, or 1% 30 days, etc. Where cash discounts are offered, the discount date should begin with the invoice date or delivery date to the Village, whichever is later. No discount of less than 1% will be considered or for a period of less than 20 days. If no discount is taken, payment will be made 30 days after receipt and inspections have been completed.

TRAINING, DEMONSTRATIONS AND SHOP DRAWINGS

Training will be required by the Bidders to the Village of Wheeling employees if deemed necessary by the Village. Bidders are required, if requested, to present a demonstration of the item being bid if the Village feels it has insufficient knowledge of the item's operation or performance capability. Such demonstrations and training must be at "no charge" to the Village and must be at a site convenient and agreeable to the affected Village personnel.

PRICES

Unit prices shall be shown for each unit on which there is a Bid and shall include all packaging, crating, freight and shipping charges and cost of unloading supplies at destination unless otherwise stated in the Bid Proposal.

COMPLIANCE WITH LAWS

The Bidder shall at all times observe and comply with all federal, State, municipal and other local laws, ordinances, regulations, and requirements which in any manner affect the preparation of the Bid Proposal or the performance of the Work on the Project.

TAXES

The Bidders acknowledge that the Village of Wheeling is a tax exempt entity under the laws of the State of Illinois and that the Village, as part of its undertakings under this Contract, shall provide to the successful Bidder all certificates of exemptions and tax exempt numbers needed to entitle the successful Bidder to purchase material and other items to be used on the Work or incorporated into the Work on a tax exempt basis, said exemptions specifically to include but not be limited to the "Illinois Retailers Occupation Tax" (sales tax). The successful Bidder shall warrant that all material costs and scheduled values have been calculated so as to give the Village its full benefit of its tax exempt status, and the successful Bidder shall require that all subcontracts include a requirement that subcontractors purchase

materials so as to give the Village the full benefit of its tax exempt status. The Village shall not be liable for, and shall not be entitled to a credit against the Contract Price or Contract Sum for any sales tax paid by the successful Bidder or any subcontractor of any tier which is shown to have been charged to the Village as part of the Contract Price or Contract Sum, as a component of the schedule of values, as a unit price, or otherwise.

PREVAILING WAGES

The Work under required under the anticipated Project calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The successful Bidder and all subcontractors are required to pay wage rates in accordance with the Act to all laborers, workers and mechanics. The Village of Wheeling has adopted the prevailing wages as determined by the IDOL for Cook County, effective June 1, 2012, as revised. The prevailing rate of wages are revised by the IDOL and are available on the IDOL website, www.state.il.us/agency/idol. The successful Bidder and all subcontractors are responsible for checking the IDOL’s website for revisions to the prevailing wage rates. In the event that the IDOL should revise the prevailing rate of wages, then the revised rates shall apply to this Contract. In no case shall any revision in the rates of prevailing wages result in an increase in the total Contract Price or Contract Sum. All bonds provided by the successful Bidder under the terms of this Contract shall include such provisions as will guarantee the faithful performance of the successful Bidder’s obligations under this clause and under the Prevailing Wage Act, 820 ILCS 130/1 et seq. The successful Bidder and each of its subcontractors participating on the Project shall make and keep those records required under Section 5 of the Prevailing Wage Act.

At least monthly, the successful Bidder shall also submit a certified payroll to the Architect or Engineer to verify the payment of prevailing wages as required under the Prevailing Wage Act. Such payroll shall record for each laborer, mechanic and other worker employed on the project by the successful Bidder and any subcontractor the name of the worker, address, telephone number, social security number, classification or classifications, actual hourly wages paid for each pay period, hours worked per day and the starting and ending time of work each day. The certified payroll shall also include a statement signed by the successful Bidder or subcontractor which avers that: (i) such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.; and (iii) the successful Bidder or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.”

COMPLIANCE WITH OSHA STANDARDS

Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

INDEMNIFICATION

The Bidder shall indemnify, defend and save harmless the Village of Wheeling, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character as allowed by law, brought because of any injuries or damages received or sustained by any person, persons, or property on account of any act or omission, neglect or misconduct of said Bidder, its officers, agents and/or employees arising out of, or in performance of any of the

provisions of the Contract, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Village of Wheeling, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The Bidder shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

PERMITS AND LICENSES

The successful Bidder shall obtain, at its own expense, all permits and licenses which may be required to complete the Contract, and/or required by municipal, state, and federal regulations and laws.

SUBLETTING OF CONTRACT

No Contract awarded by the Village of Wheeling shall be assigned or any part sub contracted without the written consent of the Finance Director. In no case shall such consent relieve the successful Bidder from his obligation or change the terms of the Contract.

GUARANTEES AND WARRANTIES

The Bidder warrants to the Village that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects in material and workmanship for one year (1) from the date of issuance of the final payment by the Village and deficiencies shall be corrected by the successful Bidder immediately upon notification from the Village and that such Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Village, the Bidder shall furnish satisfactory evidence as to the kind and quality of material and equipment. This section shall not act as a waiver by the Village of any non-warranty related claims.

TERMINATION OF CONTRACT

The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the successful Bidder, in the event that sufficient funds to complete the Contract are not appropriated by the Village of Wheeling.

The Village further reserves the right to terminate the whole or any part of this Contract, upon ten (10) days' written notice to the successful Bidder, in the event of default by the successful Bidder. Default is defined as failure of the successful Bidder to perform any of the provisions of this Contract or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event of default and termination, the Village will procure, upon such terms and in such manner as the Finance Director may deem appropriate, supplies or services similar to those so terminated. The successful Bidder shall be liable for any excess costs for such similar supplies or service unless acceptable evidence is submitted to the Finance Director that failure to perform the Contract was due to cause beyond the control and without the fault or negligence of the successful Bidder.

COMPETENCY OF BIDDER

Upon request Bidder should supply the Village with information pertaining to financial stability, available equipment, prior experience and conflicting working schedules which will be used in determining the lowest responsible Bidder.

CONSIDERATION OF PROPOSALS

No Bid Proposal will be accepted from or Contract awarded to any person, firm or corporation that is in arrears or is in default to the Village of Wheeling upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Village, or that has failed to perform faithfully any previous contract with the Village.

The Village of Wheeling shall intend on awarding the Contract to the lowest responsible Bidder on the basis of the Bid that is in the best interest of the Village to accept. In awarding the Contract, in addition to price, the Village shall consider the following:

- a. The ability, capacity, and skill of the Bidder to perform the Contract to provide the service required;
- b. Whether the Bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
- d. The quality of performance of previous contracts of services;
- e. The previous and existing compliance by the Bidder with laws and ordinances relating to the contract or service;
- f. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service;
- g. The quality, availability, and adaptability of the supplies or contractual services to the particular use required;
- h. The ability of the Bidder to provide future maintenance and service for the use of the subject of the Contract;
- i. The number and scope of conditions attached to the Bid;
- j. Responsiveness to the exact requirements of the invitation to bid;
- k. Ability to work cooperatively with the Village and its administration; and
- l. Past records of the Bidder's transaction with the Village or with other entities as evidence of the Bidder's responsibility, character, integrity, reputation, judgment, experience, efficiency, and cooperativeness.

The Village may reject any and all Bids, and may order a re-advertisement for new bids.

The Bidder, if requested, must present within three (3) working days, evidence satisfactory to the Finance Director of ability and possession of necessary facilities, financial resources, and adequate insurance to comply with the terms of these specifications and Contract Documents.

The Finance Director shall represent and act for the Village in all matters pertaining to this proposal and contract in conjunction therewith. The Village 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.

The Bid award shall be made to the lowest responsible Bidder who submits the responsive bid that is determined to be most advantageous to the public, in the Village's sole discretion. In determining the responsibility of any Bidder, the Village may take into account other factors in addition to financial responsibility such as past records of its or other entities' transactions with the Bidder, experience, ability to work cooperatively with the Village and its administration, adequacy of equipment, ability to complete performance within the necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities, and resources. Written notification of award of Contract will be mailed to each Bidder within ten (10) working days of the President and Board of Trustees' decision.

PERFORMANCE REFERENCES

All Bidders shall supply three (3) names, addresses, telephone numbers and names of persons to contact as performance references, of current accounts.

Company Name: _____
Address: _____
City & State.....: _____
Telephone Number.....: _____
Person To Contact.....: _____
Title/Position.....: _____

Company Name: _____
Address: _____
City & State.....: _____
Telephone Number.....: _____
Person To Contact.....: _____
Title/Position.....: _____

*SEE
ATTACHED*

Company Name: _____
Address: _____
City & State.....: _____
Telephone Number.....: _____
Person To Contact.....: _____
Title/Position.....: _____

STATEMENT OF EXPERIENCE

(updated 12/16/15)

PERSONNEL

Terry Barnett, President

B.S. Aeronautical Science, Embry Riddle University, Daytona Beach, FL
Past board of director of Illinois Road and Transportation Association, Past
President of Underground Contractors Association of Illinois, Member of
steering committee for the Clean Water Coalition, Washington D.C., Board
member of the Land Reclamation & Recycling Association, a member of
Lake County Contractors Association and other various associations.

Responsible for daily operations including estimating, accounting, safety,
claims processing and resolution.

Principal and founder, with over 30 years experience.

David Barnett, Vice-President/Superintendent

Superintendent and general manager of all field activities and personnel.

Responsible for job management including job coordination, subcontractor
and employee management.

Principal and founder, with over 30 years in sewer, water, and road
construction.

Ronald McGinnis, Project Manager, Estimator

B.S. Civil Engineering, University of Iowa.

M.B.A. Loyola University of Chicago.

Over 25 years' experience.

Don Adkins, Sr., Superintendent

Superintendent for field activities and personnel.

Responsible for pay requests, job management including job coordination,
subcontractor and employee management.

Over 20 years experience in sewer, water, and road construction.

2015 PROJECTS

Village of Libertyville-Peterson Road \$1,051,000
Installed Booster Pump Station, 14' DIA
2,660' of Water Main, 16"

Village of Highwood \$4,840,697
Road Reconstruction
2,209' of Storm Sewer, 6" to 16"
3,461' of Water Main, 6" to 12"

Village of Mundelein \$1,551,905
1,821' of Sanitary Sewer, 6" to 12"

2014 PROJECTS

Johnsburg Road \$2,708,847
Complete Road Reconstruction
Realigned Intersection in Order to Create Roundabout
200' of 12' x 4' Box Culvert
1,620' of Storm Sewer, 12" to 30"

Evanston Water Metering Station \$498,494
4,573' of Water Main, 6" to 16"
Installed Precast Meter Pit

I-90 Tollway Crushing \$566,751
Crushed 100,000 Yds of Concrete to PGE
Crushed 100,000 Yds of Asphalt to Capping Agg.

Ashcroft Subdivision-Oswego \$1,352,119
9,743' of Storm Sewer, 6" to 30"
4,799' of Water Main, 8"
4,375' of Sanitary Sewer, 8"

Village of Prospect Heights \$418,307
2,717' of Perforated Storm Sewer, 6" to 8"

2013 PROJECTS

Village of Libertyville 690' of Storm Sewer, 10" to 48" 522' of Sanitary Sewer, 8" to 10"	\$950,449
Village of Glenview 982' of Storm Sewer, 12" to 24" 6,400' of Water Main, 6" to 16"	\$1,509,213
Village of Palatine 35' Deep Sanitary Manhole, 5' DIA 2 Sanitary Manholes set 18' to 24' Deep, 5' DIA 1,468' of Sanitary Sewer 8", 6' to 35' Deep	\$990,949

2012 PROJECTS

Aurora- Relief Sewer 2,981' of sanitary sewer, 6" to 30"	\$959,691
Watermain Improvements, Evanston 7,741' of watermain, 6" to 12"	\$2,997,045
Johnsburg-Fairview Avenue 1,319' of Sanitary Sewer, 8" to 15", 6' to 20'+ Deep 4 Sanitary Manholes, 12' to 20'+ Deep, 4' DIA	\$759,411
Concrete Crushing for Curran	\$137,716

2011 PROJECTS

Village of Libertyville 1,556 of storm sewer, 4" to 18" Complete road reconstruction	\$1,002,266
City of St. Charles 2,490' of water main, 4" to 10" 3,143' of sanitary sewer, 6" to 15"	\$1,134,390

Village of Wauconda \$1,499,279
600' of sanitary sewer, 12"

2010 PROJECTS

Walmart, Elgin \$2,047,385
2,007' of watermain, 6" to 36"
8,271' of storm sewer, 12" to 60"

DuPage Airport \$1,586,183
5,589' of storm sewer, 8" to 36"

Round Lake Beach \$1,713,828
2,600' of watermain, 8"
3,775' of storm sewer, 12" to 18"
1,150' of underdrain, 4" to 8"

2009 PROJECTS

Wolf Road Sanitary Sewer \$1,072,317
2,962' of sanitary sewer, 15" to 24", 8'-12' deep

Fairfield Road at Bonner Road \$1,116,545
3,778' of underdrain, 4"
1,144' of storm sewer, 12" to 18"

Blackhawk Drive \$2,719,335
2,788' of watermain, 6" to 12"
3,795' of storm sewer, 12" to 30"

North Avenue Reconstruction \$4,095,872
4,822' of storm sewer, 12" to 24"
3,428' of watermain, 6" to 12"
1,215' of water service, 1" to 2"
46,790' of earth excavation
Complete road reconstruction

Lily Cache Lane \$3,328,221
Complete road reconstruction
3,302' of storm sewer, 12" to 27"

2008 PROJECTS

Milwaukee Avenue 15,519' of storm sewer, 6" to 54" 1,870' of watermain, 8" to 12"	\$2,027,646
Algonquin Road, Huntley 5,484' of storm sewer, 12" to 30" 4,690' of watermain, 6" to 8"	\$1,006,362
Walters Avenue/Lee Road 6,809' of storm sewer, 6" to 54"	\$3,056,020

2007 PROJECTS

Williamsburg & Fabyan Elementary Schools in Geneva Site watermain, sanitary and storm sewer Bovis Lend Lease	\$811,000
Drinking Water Treatment Facility Geneva 6000' of 24" watermain Contact – Dan Dinges, City of Geneva (630) 232-8539	\$2,831,000
I.D.O.T. Contract #83853 Contact – Lisa Gasperec, CBEL (847) 417-4221	\$4,499,429
I.D.O.T. Contract #83737 McLean Boulevard Reconstruction, South Elgin Contact – Jeff Koenig, McDonough Assoc. (630) 689-8743	\$7,199,028
North Avenue in Aurora 10,000' of storm sewer, 12" to 72", 5700' of sanitary sewer 6" – 18",	\$5,291,628

4600' of watermain 6" – 16", Paving and restoration
Contact – Lonnie Avery, City of Aurora
(630) 301-7005

Drinking Water Treatment Facility \$2,826,763
5,168' of watermain, 24"
7,432' of storm sewer, 12"

Plum Grove Road \$4,499,429
4,164' of storm sewer, 8" to 24"
Complete road reconstruction

McLean Boulevard \$7,199,025
7,489' of storm sewer, 12" to 54"
1,173' of sanitary sewer, 12" o 42"
Complete road reconstruction

2006 PROJECTS

I.D.O.T. Contract #83773 \$5,150,000
Evanston
Reconstruction of McCormick Boulevard
with new storm sewer PCC Base, bituminous surface,
traffic signals, and landscaping

Waubensee College Interceptor, Contract 1 \$3,500,000
Installation of 7,000' of 36" PVC DR-25
Sanitary Sewer – Depths up to 30' including dewatering,
jacking / hand mining of 700' of 48" to 54" steel casing
Contact: Jeff Humm – Fox Metro Water Reclamation District
(630) 892-4378

Chicagoland Jewish High School \$1,181,000
Deerfield
Site watermain, sanitary and storm sewer

South Trunk Sewer in Volo \$5,840,000
2300' of sanitary sewer, 9' to 30' deep
19,224' of 16" – 18" force main
42' deep lift station and building
Contact – Marcia McCutchan, RHM&G, Inc.

(847) 337-4084

2005 PROJECTS

I.D.O.T. Contract #83729 Vernon Hills Reconstruction of Route 45 and Prairie Road	\$3,400,000
City of Lombard – North Broadway Improvements Road reconstruction, sanitary, water, and storm sewer installation (up to 108” pipe) w/CIP PCC. Junction chambers up to 37’ deep Contact – Ray Schwab (630) 620-5979	\$3,700,000
City of Yorkville – Rob Roy Creek Interceptor (Phase II) 4700’ of 36” PVC sanitary (deep in wet sand) Contact – Phillipe Moreau, Walter Deuchler & Associates (630) 897-4651	\$1,700,000
Glen Ellyn – Forest & Hillside Sanitary, storm and water with road reconstruction in Downtown Glen Ellyn Contact – Joe Caracci (Village of Glen Ellyn) (630) 742-3288	\$1,200,000
Fairview Estates Subdivision Wrecking, mass earth, grading, utilities, roads, lighting, and landscaping	\$1,200,000
City of Evanston – Sherman Plaza 48” storm, water and sanitary for downtown parking garage	\$ 400,000
Village of Deerfield – Stratford Road Road reconstruction with new sanitary, water and storm sewer	\$1,700,000
Village of Round Lake – Western Trunk Sewer & Dawn Marie Lift Station 2800’ of 20” PVC sanitary sewer and 3200’ of 12” PVC force main and lift station. Contact – Jim Repp (Baxter & Woodman) (815) 482-8967	\$1,300,000

Xtra Lease – Des Plaines Site Development Utilities for Plote Construction	\$ 532,000
Friendship Village – Schaumburg Site Development Utilities for Bovis Lend Lease	\$ 504,000

CRUSHING/MILLING PROJECTS

2008 Crusher-Plote	\$49,464
2009 Crusher- Lake County Grading	\$296,349
2009 Crusher-Culligan	\$139,861
2010 Milling-Campanella	\$47,083
2012 Crusher- Curran	\$132,716



**Illinois Department
of Transportation**

Certificate of Eligibility

Glenbrook Excavating and Concrete, Inc.
1350 N. Old Rand Road WAUWATONDA, IL 60084

Contractor No 2095

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

001	EARTHWORK	\$4,750,000
012	DRAINAGE	\$17,250,000
017	CONCRETE CONSTRUCTION	\$100,000
032	ROAD MILL, PLAN. & RETOBBLE	\$100,000
08A	AGGREGATE BASES & SURF. (A)	\$3,375,000

\$93,997,000.00

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 5/12/2015 TO 4/30/2016 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION, ISSUED AT SPRINGFIELD, ILLINOIS ON 5/12/2015.

Tim Bell

Inspector, Engineer of Constructors

UNDERGROUND CONTRACTORS ASSOCIATION
OF ILLINOIS (UCA)

2008 SAFETY AWARD

CATEGORY TWO
50,000 - 75,000 HOURS

Glenbrook Excavating & Concrete, Inc.

THIS CERTIFICATE IS ISSUED BY
UNDERGROUND CONTRACTORS ASSOCIATION OF ILLINOIS

Alvina H. Benjamin
UCA Executive Director

8/8/08
Date

Timothy J. Bennett
UCA President

8.12.08
Date



UNDERGROUND CONTRACTORS ASSOCIATION
OF ILLINOIS (UCA)

2011 SAFETY AWARD
HONORABLE MENTION

CATEGORY ONE
0 - 30,000 HOURS

Glenbrook Excavating & Concrete, Inc.

THIS CERTIFICATE IS ISSUED BY
UNDERGROUND CONTRACTORS ASSOCIATION OF ILLINOIS

Angela J. Benjamin
UCA Executive Director

4/10/12
Date

[Signature]
UCA President

4/10/12
Date



DISQUALIFICATION OF BIDS

The following will be cause for disqualification of a submitted Bid:

- a. Prices excessively high and/or exceed monies available for the intended purchases;
- b. Failure to submit bid deposit or surety;
- c. Failure to offer to meet specified delivery or performance schedules;
- d. Failure to price out the Bid in conformance to the required format; or qualification of price to protect the Bidder from unknown future market conditions;
- e. Rights of the purchasing agency limited under any contract clause;
- f. Bidder currently listed among "debarred" bidders list. "Debarred" bidders list is a list of vendors who have not complied with the rules and regulations of Village contracts. If you have any questions, please contact Michael Mondschain, Finance Director;
- g. Reasonable basis to suspect either conflict of interest or collusion among bidders;
- h. Bidder fails to submit required information, literature, samples, or affidavits with bid;
- i. Late bids;
- j. Failure of any authorized person to sign bid; and
- k. Bidder is prohibited by local, state or federal law from entering into public contracts.

CANCELLATION

The Village reserves the right to cancel the whole or any part of the Contract if the Bidder fails to perform any of the provisions in the Contract or fails to make delivery within the time stated.

DEFAULT

In case of the default by the Bidder, the Village will procure articles or services from other sources and hold the Bidder responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code.

INSURANCE

The successful Bidder shall carry worker's compensation and commercial general liability insurance in the amounts set forth below and furnish the Village with Certificates of Insurance and endorsements prior to commencing with Work. All such insurance shall be carried with companies satisfactory to the Village. The Bidder shall have the following obligations with regard to insurance coverage for the Work under the Contract:

- a. All Certificates of Insurance required to be obtained by the Bidder shall provide that coverages under the policies named shall not be canceled, modified, reduced or allowed to expire without at least Thirty (30) Days prior written notice given to the Village. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final Pay Request. All Certificates of Insurance shall name the Village of Wheeling and its officers, agents and employees as additional insured on a primary non-contributory basis. The actual additional insured endorsement shall be attached to the certificate of insurance.
- b. All insurance required of the Bidder shall state that it is Primary and Non-Contributory Insurance as to all additional insureds with respect to all claims arising out of operations by or on their

behalf. If additional insureds have other applicable insurance coverages, those coverages shall be regarded as on an excess or contingent basis.

- c. The Bidder shall require that each of its Subcontractors and each of their subcontractors of any tier obtain insurance of the same character as that required of Bidder, unless the Village authorizes such lesser amount of coverage, naming the same additional insureds and subject to the same restrictions and obligations as set forth for the Bidder's insurance in the Contract Documents.
- d. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - a. allowing work by Bidder or any subcontractor of any tier to start before receipt of Certificates of Insurance;
 - b. failure to examine, or to demand correction of any deficiency, of any certificate of insurance received.

The Bidder agrees that the obligation to provide insurance is solely the Bidder's responsibility and cannot be waived by any act or omission of the Village.

- e. The purchase of insurance by the Bidder under this Contract shall not be deemed to limit the liability of the Bidder in any way, for damages suffered by the Village in excess of policy limits or not covered by the policies purchased.
- f. The Bidder shall notify the Owner, in writing, of any possible or potential claim for personal injury or property damage arising out of the work of this Contract promptly whenever the occurrence giving rise to such a potential claim becomes known to the Bidder.
- g. The Bidder shall provide insurance acceptable to the Village. Such insurance shall include the following coverages in the following amounts:
 - a. Worker's Compensation (including occupational disease and employer's liability insurance) covering liability of its employees and employees of its subcontractors in accordance with the law of the State of Illinois, including the Illinois Worker's Compensation Act, as amended. A waiver of subrogation shall be provided to the Village and the Waiver of subrogation attached to the certificate of insurance.
 - b. Commercial General Liability (including Premises-Operations; Independent Contractor's; Products and Completed Operations: Broad Form Property Damage):
 - i. Bodily Injury & Property Damage \$1,000,000 each occurrence
 Combined Single Limit \$2,000,000 aggregate
 - ii. Covering the following hazards:
 - X(Explosion)
 - C(Collapse)
 - U(Underground)
 - iii. Products and Completed Operations Insurance shall be maintained for a minimum of two years after final payment and the Contractor shall continue to provide evidence of such coverage to the City on an annual basis during the two-year period.
 - c. Umbrella Excess Liability:
 \$4,000,000 over Primary Commercial General Liability Insurance

\$10,000 Retention

d. Automobile Liability (owned, non-owned, hired):

Bodily Injury & Property Damage \$1,000,000 each occurrence
combined single limit

- h. The Bidder further agrees to cause contractual liability endorsements to be issued by the insurance companies and attached to the above-mentioned policies to include under the coverage therein extended an obligation on the part of the insurers to insure against Bidder's contractual liability hereunder and to indemnify the Village and Agent against loss, liability, costs, expenses, attorney's fees and court costs, and further agrees that said coverage shall be afforded therein against all claims arising out of the operation of any structural work law or law imposing liability arising out of the use of scaffolds, hoists, cranes, stays, ladders, supports or other mechanical contrivances. Endorsements to the Certificates of Insurance shall include as additional named insured the following:
- a. The Village of Wheeling and its officers, agents and employees.

NON-DISCRIMINATION

- a. Bidder/Supplier shall, as a party to a public contract
- a. Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- b. By submission of this proposal, the bidder/supplier certifies that he is an "equal opportunity employer" as defined by Section 2002(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375 (42 U.S.C., Section 2002 (e)); Exec. Order No. 11246, 30 F.R. 12319 (1965); Exec. Order No. 11375, 32 F.R. 14303 (1967) which are incorporated herein by reference. The Equal Opportunity Clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.
- b. It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Bidder/supplier shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. S2002 et seq. and The Human Rights Act of the State of Illinois (775 ILCS 5/1 - 101).

VENUE

The parties hereto agree that for purposes of any lawsuit(s) between them concerning the Contract, its enforcement, or the subject matter thereof, venue shall be in Cook County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

CERTIFICATIONS FOR SUBMISSION OF BID

Certification to Enter into Public Contracts – 720 ILCS 5/33E-1. Bidder certifies that it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating. Bidder shall execute the attached Certificate at Exhibit “A.”

Payments to Illinois Department of Revenue. Bidder certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue – 65 ILCS 5/11-42.1-1. Bidder shall execute the attached Certificate at Exhibit “B.”

**SPECIFIC TERMS, CONDITIONS & INSTRUCTIONS
FOR
*2016 SANITARY SEWER REALIGNMENT PROJECT***

(PLACE ITEMS TO BE PURCHASED HERE)
(PLACE BID SPECIFICATIONS HERE)

SUB-CONTRACTOR INFORMATION

(ATTACH ADDITIONAL PAGES AS NEEDED)

Name: TBD # Years in Business: _____

Address: _____ # Years used by Contractor: _____

Services provided by Sub-Contractor: _____

.....
Name: TBD # Years in Business: _____

Address: _____ # Years used by Contractor: _____

Services provided by Sub-Contractor: _____

.....
Name: TBD # Years in Business: _____

Address: _____ # Years used by Contractor: _____

Services provided by Sub-Contractor: _____

**VILLAGE OF WHEELING
BID PROPOSAL**

CONTRACTOR INFORMATION	
Company Name:	GLENBROOK EXCAVATING & CONCRETE INC.
Address:	1350 N. Old Rand Road
City, State, Zip Code:	Wauconda, Illinois 60084

Proposal for Contract Document. We hereby agree to furnish to the Village of Wheeling the "2016 SANITARY SEWER REALIGNMENT PROJECT" in accordance with provisions, instructions, and specifications of the Village of Wheeling for the prices as follows:

NO.	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	TREE PROTECTION	EACH	1	200	200
2	TREE ROOT PRUNING	EACH	1	1,300	1,300
3	INLET PROTECTION BASKETS	EACH	6	150	900
4	SILT FENCE	LF	120	4 00	480
5	SANITARY STRUCTURE ABANDONMENT	EACH	2	800	1,600
6	4' SANITARY MANHOLE INSTALLATION	EACH	4	4,500	18,000
7	8" VCP SANITARY SEWER REMOVAL	LF	9	175	1,575
8	8" SANITARY REMOVAL (SPECIAL)	LF	8	1,250	10,000
9	8" PVC SANITARY SEWER INSTALLATION	LF	374	105	39,270
10	8" DIP SANITARY SEWER INSTALLATION	LF	29	130	3,770
11	6" DIP SANITARY SEWER INSTALLATION	LF	23	120	2,760
12	6" PVC SANITARY SEWER INSTALLATION	LF	32	95	3,040
13	CONNECT TO EXIST. SANITARY SERVICE 6"	EACH	6	300	1,800
14	SERVICE CONNECTION TO NEW MAIN	EACH	6	350	2,100
15	CONNECT TO EXIST. SANITARY MANHOLE	EACH	1	1,000	1,000
16	CAP ABANDONED SANITARY SEWER MAIN	EACH	12	150	1,800
17	COMBINATION CURB AND GUTTER REMOVE/REPLACE	LF	32	75	2,400
18	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CY	10	100	1,000
19	POROUS GRANULAR EMBANKMENT	CY	10	100	1,000
20	DRIVEWAY PAVEMENT REMOVAL	SY	20	20	400
21	STREET PAVEMENT REMOVAL	SY	305	10	3,050
22	ASPHALT DRIVEWAY PAVING	SY	20	80	1,600
23	ASPHALT STREET PAVING	SY	305	60	18,300
24	ADJUSTING WATER SERVICE, 2"	EACH	1	1,500	1,500
25	POTHOLING GAS SERVICE	EACH	2	100	200

26	4" TOPSOIL FURNISH AND PLACE	SY	26	25	650
27	SODDING, SALT TOLERANT	SY	26	35	910
28	CONSTRUCTION LAYOUT	L. SUM	1	3850	3,850
29	AS-BUILT DRAWINGS	L. SUM	1	4,500	4,500
30	TRAFFIC CONTROL AND PROTECTION	L. SUM	1	10,000	10,000
				TOTAL BASE PRICE	138,955

VILLAGE OF WHEELING
BID PROPOSAL (CONTINUED)

Delivery of the item(s) will be within _____ day(s) following notification of bid award.

State length and terms of warranty(s): 1 year

Signed on this 22 day of Sept, 2016

If an individual or partnership, all individual names of each partner shall be signed:

By ~~James R. Bennett~~
Print Name ~~James R. Bennett~~
Position/Title ~~President~~

By _____
Print Name _____
Position/Title _____

Company Name ...: _____
Address line 1: _____
Address line 2: _____
Telephone.....: _____

If a corporation, an officer duly authorized should sign and attach corporate seal

PLACE CORPORATE SEAL HERE

By James R. Bennett
Print Name James R. Bennett
Position/Title President
Company Name GLENBROOK EXCAVATING & CONCRETE INC.
Address line 1 1350 N. Old Rand Road
Address line 2 Wauconda, Illinois 60084
Telephone.....: (847) 724-9477

No additional charges over the total net bid price will be made during the specified Bid/Contract period. The Village of Wheeling is exempt from sales or federal tax; therefore, do not include in bid price.

All bid prices shall be shown as F.O.B. destination Wheeling, Illinois, unless otherwise stated.

BIDDERS MUST PROPERLY FILL OUT THE FOLLOWING FORMS:

1. The Bid Proposal Form must be signed by an authorized agent. The seal, if applicable, must be affixed. The unit price(s), amount(s), delivery date(s), date of signature, warranty(s) and any other relevant information must be stated. The question concerning compliance with specifications must also be answered.
2. The Performance Reference Form located in the body of the general terms, conditions and instruction section must also be properly filled out.

IF THESE TWO FORMS ARE NOT PROPERLY FILLED OUT, THE BID MAY BE REJECTED.

The *successful* bidder will be required to agree to and sign the Village of Wheeling contract and exhibits (sexual harassment policy, Illinois Department of Revenue tax compliance certification, contractor certification related to the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, and payroll certification) that follow this page. These documents need not be completed at the time the bid is submitted. They are provided at this time for the bidder's information.

**VILLAGE OF WHEELING
CONTRACT DOCUMENT**

This agreement is made this ____ day of _____, 20__ between and shall be binding upon the Village of Wheeling, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (_____) 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:

The "2016 SANITARY SEWER REALIGNMENT PROJECT" can generally be described as the sanitary sewer improvements for the replacement and realignment of 403 LF of 8" diameter sanitary main and 55 LF of 6" diameter sanitary sewer services, sanitary manholes, and other miscellaneous work.

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 **2016 SANITARY SEWER REALIGNMENT PROJECT**, 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 \$ _____ paid in accordance with the provisions of the Local Government Prompt Payment Act.

3. The Contractor represents and warrants that it will comply with 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 within **ninety (90) Working Days** 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. Should the Contractor be unable to achieve 'Substantial Completion' of the Work within the time specified in Item #4 above, plus any extensions that may have been allowed in accordance with Article 12 of the General Conditions, the Contractor will be required to pay Liquidated Damages for the delay. The Contractor will be required to pay \$1,500 for each day that expires after the 'Substantial Completion' date until the Work is considered substantially complete. After 'Substantial Completion', if the Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extensions granted by the Owner, the Contractor shall pay \$500 for each day that expires after the 'Final Payment Date'. The 'Final Payment Date' shall be thirty (30) days after the date for which 'Substantial Completion' was scheduled or adjusted by change order.
6. 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.
7. 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.
8. 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.
9. This Contract represents the entire Agreement between the parties and may not be modified without the written approval of both parties.
10. Where the terms of this Contract conflict with the provisions of the Contract Documents, the Contract Documents shall be binding.
11. The Contractor shall provide the required Bonds as required by the Illinois Department of Transportation and Cook County Highway Department. All final permit and bond forms must be completed and submitted by the Contractor.

IN WITNESS WHEREOF, the Village of Wheeling, Illinois by, Village President, and the Contractor have hereunto set their hands this _____ day of _____, 20__.

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 ___ day of _____, 20__.

Jon A. Sfondilis
Village Manager

DO NOT COMPLETE

PAYMENT BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

CONSTRUCTION CONTRACT

Effective Date of the Agreement:
Amount:
Description *(name and location):*

BOND

Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*
Amount:
Modifications to this Bond Form: None See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

(seal)
Contractor's Name and Corporate Seal

(seal)
Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or

(2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond

shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:



PERFORMANCE BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

CONSTRUCTION CONTRACT

Effective Date of the Agreement:
Amount:
Description *(name and location):*

BOND

Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*
Amount:
Modifications to this Bond Form: None See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

(seal)
Contractor's Name and Corporate Seal

(seal)
Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of

the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within

two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

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

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

EXHIBIT "A"
CERTIFICATION UNDER 720 ILCS 5/33E-11

I, Terry R. Baerweit (name), certify that I am employed as the President (title) of GEC, Inc. (company), a Bidder for the contract for the Work described in the Bid to which this certificate is attached, I hereby certify that I am authorized to make this certificate and that I have personal knowledge of the matters certified to herein, and that the company named above is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961.

**GLENBROOK EXCAVATING &
CONCRETE INC.**
1350 N. Old Rand Road
Wauconda, Illinois 60084

Firm Name

By: Terry R. Baerweit
Name/Title

Terry R. Baerweit - President
Signature

SUBSCRIBED AND SWORN to before me this 22 day Sept, 2016.

Karin A Wagner
Notary Public
KARIN A WAGNER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 02/19/19

EXHIBIT "B"

CONTRACTOR'S CERTIFICATION:

GLENBROOK EXCAVATING &
CONCRETE INC.

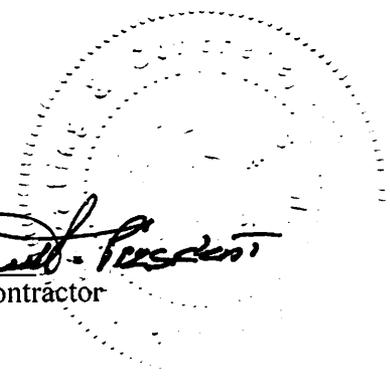
1350 N. Old Rand Road
Wauconda, Illinois 60084

Illinois Department of Revenue - Tax Compliance

_____, having submitted a bid/proposal for 2016 Sewer Realignment
, to the Village of Wheeling, hereby certifies that said contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

1. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
2. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: [Signature]
Authorized Agent of Contractor



SUBSCRIBED AND SWORN to before
me this 22 day Sept, 2016.

[Signature]
Notary Public
OFFICIAL SEAL
KARIN A WAGNER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 02/19/19

EXHIBIT "C"

CONTRACTOR'S CERTIFICATION:

GLENBROOK EXCAVATING & CONCRETE INC. Sexual Harassment Policy

1350 N. Old Rand Road

Wauconda, Illinois 60084

having submitted a bid/proposal

for 2016 Sanitary Realignment, to the Village of Wheeling, hereby certifies that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the Contractor and any of its subcontractors shall not engage in any prohibited form of discrimination in employment as defined by the Act. The Contractor further certifies that it and any of its subcontractors shall maintain a policy of equal employment opportunity consistent with the requirements of the Act. The Contractor further certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4). A copy of these policies shall be provided to the Village or Engineer on request.

By: [Signature] President Authorized Agent of Contractor

SUBSCRIBED AND SWORN to before me this 22 day Sept 2016.

[Signature] OFFICIAL SEAL KATHY A. WAGNER Notary Public - STATE OF ILLINOIS MY COMMISSION EXPIRES: 02/19/19

EXHIBIT "D"

GLENBROOK EXCAVATING &
CONCRETE INC.

1350 N. Old Rand Road
Wauconda, Illinois 60084

CERTIFICATION OF CONTRACTOR c174E
FHA Rules, 49 CFR 382

hereby certifies that it is in full compliance with the

[Company Name]

Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR 382 et.seq.,and that

[name of employee/driver or "all employee drivers"]

is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.

GLENBROOK EXCAVATING &
CONCRETE INC.

1350 N. Old Rand Road
Wauconda, Illinois 60084

[Company Name]

By:

James T. Bennett

Its:

President

SUBSCRIBED AND SWORN to before
me this 22 day Sept 2016

Notary Public

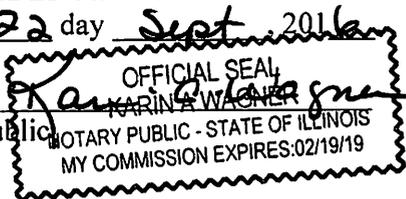


EXHIBIT "E"

PAYROLL CERTIFICATION UNDER 820 ILCS 130/5

I, Larry R. BREWSTER (name), certify under oath that I am employed as the President (title) of GEF, Inc. (company), a contractor or subcontractor that has performed work on the _____ (name of project) for the Village of Wheeling for the relevant periods set forth in the attached records kept and maintained in conformance with the requirements of Section 5 of the Prevailing Wage Act (820 ILCS 130/5). I hereby certify that I am authorized to make this certificate and that I have personal knowledge of the matters certified to herein, and that the attached payroll records are: (1) true and accurate; (2) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required under the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*); and (3) that I am aware that filing a certified payroll that I know to be false is a Class B misdemeanor.

Firm Name

By: _____
Name/Title

Signature

SUBSCRIBED AND SWORN to before me this _____ day _____, 201____.

Notary Public

BID TABULATION

**CIP Project No. 15.4200.05
11th Street Sanitary Sewer Relocation**

Date: September 23, 2016 Time: 11:00 AM Location: Village Hall			Engineer's Estimate			Glenbrook Excavating & Concrete 1350 North Old Rand Road Wauconda, IL 60084		Vian Construction 1041 Martha Street Elk Grove Village, IL 60007		J Congdon Sewer Service 170-A Alixandra Way Carol Stream, IL 60188		Fox Excavating 1305 S River St Batavia, IL 60510		RA Mancini 481 Scotland Rd Lakemore, IL 60051		Martam Construction 1200 Gasket Drive Elgin, IL 60120		Berger Excavating 1205 Graland Road Wauconda, IL 60084	
No.	Item	Units	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	TREE PROTECTION	EACH	1	\$ 100.00	\$ 100.00	\$ 200.00	\$ 200.00	\$ 100.00	\$ 100.00	\$ 50.00	\$ 50.00	\$ 200.00	\$ 200.00	\$ 375.00	\$ 375.00	\$ 280.00	\$ 280.00	\$ 250.00	\$ 250.00
2	TREE ROOT PRUNING	EACH	1	\$ 150.00	\$ 150.00	\$ 1,300.00	\$ 1,300.00	\$ 225.00	\$ 225.00	\$ 50.00	\$ 50.00	\$ 250.00	\$ 250.00	\$ 425.00	\$ 425.00	\$ 260.00	\$ 260.00	\$ 135.00	\$ 135.00
3	INLET PROTECTION BASKETS	EACH	6	\$ 155.00	\$ 930.00	\$ 150.00	\$ 900.00	\$ 170.00	\$ 1,020.00	\$ 25.00	\$ 150.00	\$ 250.00	\$ 1,500.00	\$ 250.00	\$ 1,500.00	\$ 220.00	\$ 1,320.00	\$ 250.00	\$ 1,500.00
4	SILT FENCE	LF	120	\$ 10.00	\$ 1,200.00	\$ 4.00	\$ 480.00	\$ 3.00	\$ 360.00	\$ 3.00	\$ 360.00	\$ 4.00	\$ 480.00	\$ 6.00	\$ 720.00	\$ 3.00	\$ 360.00	\$ 5.00	\$ 600.00
5	SANITARY STRUCTURE ABANDONMENT	EACH	2	\$ 1,850.00	\$ 3,700.00	\$ 800.00	\$ 1,600.00	\$ 500.00	\$ 1,000.00	\$ 250.00	\$ 500.00	\$ 2,000.00	\$ 4,000.00	\$ 1,400.00	\$ 2,800.00	\$ 550.00	\$ 1,100.00	\$ 950.00	\$ 1,900.00
6	4" SANITARY MANHOLE INSTALLATION	EACH	4	\$ 2,168.75	\$ 8,675.00	\$ 4,500.00	\$ 18,000.00	\$ 5,275.00	\$ 21,100.00	\$ 5,000.00	\$ 20,000.00	\$ 4,600.00	\$ 18,400.00	\$ 3,000.00	\$ 12,000.00	\$ 3,460.00	\$ 13,840.00	\$ 6,400.00	\$ 25,600.00
7	8" VCP SANITARY SEWER REMOVAL	LF	9	\$ 32.06	\$ 288.54	\$ 175.00	\$ 1,575.00	\$ 415.00	\$ 3,735.00	\$ 10.00	\$ 90.00	\$ 500.00	\$ 4,500.00	\$ 160.00	\$ 1,440.00	\$ 10.00	\$ 90.00	\$ 45.00	\$ 405.00
8	8" SANITARY REMOVAL (SPECIAL)	LF	8	\$ 5,000.00	\$ 40,000.00	\$ 1,250.00	\$ 10,000.00	\$ 415.00	\$ 3,320.00	\$ 500.00	\$ 4,000.00	\$ 500.00	\$ 4,000.00	\$ 450.00	\$ 3,600.00	\$ 188.00	\$ 1,504.00	\$ 820.00	\$ 6,560.00
9	8" PVC SANITARY SEWER INSTALLATION	LF	374	\$ 23.97	\$ 8,964.78	\$ 105.00	\$ 39,270.00	\$ 124.30	\$ 46,488.20	\$ 155.00	\$ 57,970.00	\$ 90.00	\$ 33,660.00	\$ 89.00	\$ 33,286.00	\$ 133.00	\$ 49,742.00	\$ 79.00	\$ 29,546.00
10	8" DIP SANITARY SEWER INSTALLATION	LF	29	\$ 52.18	\$ 1,513.22	\$ 130.00	\$ 3,770.00	\$ 130.00	\$ 3,770.00	\$ 160.00	\$ 4,640.00	\$ 100.00	\$ 2,900.00	\$ 130.00	\$ 3,770.00	\$ 155.00	\$ 4,495.00	\$ 115.00	\$ 3,335.00
11	6" DIP SANITARY SEWER INSTALLATION	LF	23	\$ 36.48	\$ 839.04	\$ 120.00	\$ 2,760.00	\$ 128.00	\$ 2,944.00	\$ 60.00	\$ 1,380.00	\$ 150.00	\$ 3,450.00	\$ 115.00	\$ 2,645.00	\$ 160.00	\$ 3,680.00	\$ 150.00	\$ 3,450.00
12	6" PVC SANITARY SEWER INSTALLATION	LF	32	\$ 18.48	\$ 591.36	\$ 95.00	\$ 3,040.00	\$ 124.00	\$ 3,968.00	\$ 50.00	\$ 1,600.00	\$ 150.00	\$ 4,800.00	\$ 110.00	\$ 3,520.00	\$ 146.00	\$ 4,672.00	\$ 130.00	\$ 4,160.00
13	CONNECT TO EXIST. SANITARY SERVICE 6"	EACH	6	\$ 200.00	\$ 1,200.00	\$ 300.00	\$ 1,800.00	\$ 1,060.00	\$ 6,360.00	\$ 750.00	\$ 4,500.00	\$ 600.00	\$ 3,600.00	\$ 565.00	\$ 3,390.00	\$ 650.00	\$ 3,900.00	\$ 585.00	\$ 3,510.00
14	SERVICE CONNECTION TO NEW MAIN	EACH	6	\$ 1,850.00	\$ 11,100.00	\$ 350.00	\$ 2,100.00	\$ 560.00	\$ 3,360.00	\$ 750.00	\$ 4,500.00	\$ 1,500.00	\$ 9,000.00	\$ 350.00	\$ 2,100.00	\$ 650.00	\$ 3,900.00	\$ 710.00	\$ 4,260.00
15	CONNECT TO EXIST. SANITARY MANHOLE	EACH	1	\$ 318.75	\$ 318.75	\$ 1,000.00	\$ 1,000.00	\$ 2,300.00	\$ 2,300.00	\$ 1,500.00	\$ 1,500.00	\$ 1,800.00	\$ 1,800.00	\$ 2,150.00	\$ 2,150.00	\$ 890.00	\$ 890.00	\$ 3,600.00	\$ 3,600.00
16	CAP ABANDONED SANITARY SEWER MAIN	EACH	12	\$ 100.00	\$ 1,200.00	\$ 150.00	\$ 1,800.00	\$ 600.00	\$ 7,200.00	\$ 350.00	\$ 4,200.00	\$ 300.00	\$ 3,600.00	\$ 1,000.00	\$ 12,000.00	\$ 200.00	\$ 2,400.00	\$ 200.00	\$ 2,400.00
17	COMBINATION CURB AND GUTTER REMOVE/REPLACE	LF	32	\$ 27.96	\$ 894.72	\$ 75.00	\$ 2,400.00	\$ 45.00	\$ 1,440.00	\$ 50.00	\$ 1,600.00	\$ 100.00	\$ 3,200.00	\$ 96.00	\$ 3,072.00	\$ 81.00	\$ 2,592.00	\$ 85.00	\$ 2,720.00
18	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CY	10	\$ 35.00	\$ 350.00	\$ 100.00	\$ 1,000.00	\$ 50.00	\$ 500.00	\$ 25.00	\$ 250.00	\$ 60.00	\$ 600.00	\$ 98.00	\$ 980.00	\$ 25.00	\$ 250.00	\$ 47.00	\$ 470.00
19	POROUS GRANULAR EMBANKMENT	CY	10	\$ 45.00	\$ 450.00	\$ 100.00	\$ 1,000.00	\$ 40.00	\$ 400.00	\$ 25.00	\$ 250.00	\$ 60.00	\$ 600.00	\$ 120.00	\$ 1,200.00	\$ 35.00	\$ 350.00	\$ 78.00	\$ 780.00
20	DRIVEWAY PAVEMENT REMOVAL	SY	20	\$ 10.00	\$ 200.00	\$ 20.00	\$ 400.00	\$ 13.00	\$ 260.00	\$ 10.00	\$ 200.00	\$ 25.00	\$ 500.00	\$ 41.00	\$ 820.00	\$ 18.00	\$ 360.00	\$ 32.00	\$ 640.00
21	STREET PAVEMENT REMOVAL	SY	305	\$ 10.00	\$ 3,050.00	\$ 10.00	\$ 3,050.00	\$ 13.00	\$ 3,965.00	\$ 10.00	\$ 3,050.00	\$ 25.00	\$ 7,625.00	\$ 18.00	\$ 5,490.00	\$ 18.00	\$ 5,490.00	\$ 16.50	\$ 5,032.50
22	ASPHALT DRIVEWAY PAVING	SY	20	\$ 57.24	\$ 1,144.80	\$ 80.00	\$ 1,600.00	\$ 55.00	\$ 1,100.00	\$ 55.00	\$ 1,100.00	\$ 66.00	\$ 1,320.00	\$ 17.00	\$ 340.00	\$ 66.00	\$ 1,320.00	\$ 9.00	\$ 180.00
23	ASPHALT STREET PAVING	SY	305	\$ 83.00	\$ 25,315.00	\$ 60.00	\$ 18,300.00	\$ 72.00	\$ 21,960.00	\$ 75.00	\$ 22,875.00	\$ 66.00	\$ 20,130.00	\$ 90.50	\$ 27,602.50	\$ 86.00	\$ 26,230.00	\$ 75.00	\$ 22,875.00
24	ADJUSTING WATER SERVICE, 2"	EACH	1	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 300.00	\$ 300.00	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,800.00	\$ 1,800.00	\$ 450.00	\$ 450.00	\$ 1,750.00	\$ 1,750.00
25	POTHOLING GAS SERVICE	EACH	2	\$ 2,000.00	\$ 4,000.00	\$ 100.00	\$ 200.00	\$ 200.00	\$ 400.00	\$ 100.00	\$ 200.00	\$ 500.00	\$ 1,000.00	\$ 600.00	\$ 1,200.00	\$ 550.00	\$ 1,100.00	\$ 300.00	\$ 600.00
26	4" TOPSOIL FURNISH AND PLACE	SY	26	\$ 7.00	\$ 182.00	\$ 25.00	\$ 650.00	\$ 20.00	\$ 520.00	\$ 15.00	\$ 390.00	\$ 83.00	\$ 2,158.00	\$ 35.00	\$ 910.00	\$ 10.00	\$ 260.00	\$ 25.00	\$ 650.00
27	SODDING, SALT TOLERANT	SY	26	\$ 12.00	\$ 312.00	\$ 35.00	\$ 910.00	\$ 20.00	\$ 520.00	\$ 15.00	\$ 390.00	\$ 60.00	\$ 1,560.00	\$ 40.00	\$ 1,040.00	\$ 36.00	\$ 936.00	\$ 40.00	\$ 1,040.00
28	CONSTRUCTION LAYOUT	L. SUM	1	\$ 5,000.00	\$ 5,000.00	\$ 3,850.00	\$ 3,850.00	\$ 2,000.00	\$ 2,000.00	\$ 3,500.00	\$ 3,500.00	\$ 4,000.00	\$ 4,000.00	\$ 2,400.00	\$ 2,400.00	\$ 3,600.00	\$ 3,600.00	\$ 4,500.00	\$ 4,500.00
29	AS-BUILT DRAWINGS	L. SUM	1	\$ 2,000.00	\$ 2,000.00	\$ 4,500.00	\$ 4,500.00	\$ 1,800.00	\$ 1,800.00	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00	\$ 1,800.00	\$ 1,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,500.00	\$ 2,500.00
30	TRAFFIC CONTROL AND PROTECTION	L. SUM	1	\$ 2,000.00	\$ 2,000.00	\$ 10,000.00	\$ 10,000.00	\$ 4,800.00	\$ 4,800.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 15,600.00	\$ 15,600.00	\$ 20,000.00	\$ 20,000.00	\$ 41,400.00	\$ 41,400.00
TOTAL BID:			As Read																
			As Calculated:		\$127,669.21		\$138,955.00		\$147,215.20		\$148,295.00		\$ 150,333.00		\$ 149,975.50		\$ 158,171.00		\$ 176,348.50

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO(S): #13.F

(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: October 3, 2016

TITLE OF ITEM SUBMITTED: A Resolution Authorizing the Village Manager to Execute a Consultant Contract with ICF Incorporated LLC for Relocation Specialist Consulting Services for the Fox Point Mobile Home Community, 573-601 S. Milwaukee Avenue

SUBMITTED BY: Andrew C. Jennings
Director of Community Development

BASIC DESCRIPTION OF ITEM¹: The Fox Point disaster recovery program is a multi-step grant-funded relocation program to assist residents impacted by repetitive flood loss. Following the acquisition of the parcel, the Village will work with a relocation specialist to assist residents in locating alternative housing and coordinating payments through the grant funding source. Staff is recommending that the Village award the contract for this work to ICF Incorporated, for an amount not to exceed \$113,930.00. Per the grant requirements, the contract will not be in effect until the Village acquires the parcel.

BUDGET²: Funding for the contract is to be reimbursed on a rolling basis from the CDBG-DR grant.

BIDDING³: The contract was awarded through a bidding process in accordance with the grant rules.

EXHIBIT(S) ATTACHED: Resolution
Staff memo
Contract document, dated October 3, 2016
Proposal, dated June 8, 2016

RECOMMENDATION: To approve.

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: Andrew Jennings, Director of Community Development

DATE: October 3, 2016

SUBJECT: A Resolution Authorizing the Village Manager to Execute a Consultant Contract with ICF Incorporated LLC for Relocation Specialist Consulting Services for the Fox Point Mobile Home Community, 573-601 S. Milwaukee Avenue

EXECUTIVE SUMMARY

In October of 2015, the Village agreed to terms with Cook County to act in the role of grant subrecipient on a Community Development Block Grant Disaster Recovery (CDBG-DR) program designed to assist the residents of the Fox Point Mobile Home Park relocate to properties that are not subject to the risks associated with repetitive flooding. The grant program provides funding for the Village to retain a consultant to assist residents in finding suitable alternative housing, and coordinating the payments for the housing through the funding source.

The Village has agreed to act in the role of grant subrecipient in a CDBG-DR grant intended to assist the residents of the Fox Point Mobile Home Park relocate to properties that are not impacted by repetitive flooding.

Once the land contract is approved by the Village and property owner, the purchase will close following a compressed due diligence period of approximately sixty (60) days. The closing funds are to be wired directly from the grant funding source. Following closing, the Village will have access to the remainder of the grant funds, and will work with a relocation consultant to assist the families in relocating to alternative housing.

Proposals to act in the role of relocation consultant were submitted through an RFP process, and the Village staff reviewed the proposals with respect to the criteria described in the RFP, including demonstration of an understanding of the project tasks and the

requirements associated with the CDBG-DR program funding source. Staff recommends that the contract be awarded to ICF Incorporated, with the understanding that the notice to proceed will be given within 48 hours of the Village acquisition of the parcel.

ICF Incorporated has a significant amount of relevant experience, and the proposal demonstrates that the team will be equipped to manage the project despite the fact that the company's office is in Virginia. The company has the ability to aid residents with translation when needed, and subcontracts with a local relocation specialist for expertise associated with the housing market in and around Wheeling. The proposal was also the lowest bid received in response to the RFP, and is within the original estimated amount for this aspect of the relocation program as shown on the overall project budget.

Attachments: Resolution (precedes this memo)
Contract document, dated October 3, 2016
Proposal, dated June 8, 2016

RESOLUTION NO.16 - _____

A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A CONSULTANT CONTRACT WITH ICF INCORPORATED, LLC FOR RELOCATION SPECIALIST CONSULTING SERVICES FOR THE FOX POINT MOBILE HOME COMMUNITY

WHEREAS, the VILLAGE OF WHEELING, Lake and Cook Counties, Illinois (the "Village") is a home rule municipality, pursuant to Article 7, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, within the corporate boundaries of the Village there is a property known as the Fox Point Mobile Home Park, at 573-601 S. Milwaukee Avenue, Wheeling, Illinois ("Fox Point"), which is located adjacent to the Des Plaines River; and

WHEREAS, Fox Point has experienced repeated flooding from the Des Plaines River, and its residents have been burdened by the costs associated with water damage and flood loss; and

WHEREAS, the owner of Fox Point desires to sell Fox Point to the Village, and the Village desires to purchase Fox Point, using funds provided by Cook County pursuant to a "Community Development Block Grant Disaster Recovery (CDBG-DR) Program Subrecipient Agreement" by and between Cook County and the Village ("Subrecipient Grant Agreement"); and

WHEREAS, said CDBG-DR program provides funding for the Village, as subrecipient, to retain a relocation consultant to assist residents in finding alternative housing and coordinating tasks related to the requirements of the funding source; and

WHEREAS, the Village of Wheeling issued a Request for Proposals on May 11, 2016, reviewed the proposals received with respect to overall cost and the criteria outlined in the RFP; and

WHEREAS, the Village staff has determined that the proposal by ICF Incorporated, dated June 8, 2016, has the lowest fee structure of the proposals received and meets the requirements as described in the RFP, including demonstration of understanding of the project tasks and requirements associated with the CDBG-DR program funding source; and

WHEREAS, the award of the relocation specialist consulting contract to ICF Incorporated is in the best interests of the Village of Wheeling and authorized by law;

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 Manager is hereby authorized to execute a contract for Relocation Specialist Consulting Services for the Fox Point Mobile Home Park Relocation Program, as shown in the draft document dated October 3, 2016, attached hereto, subject to

minor revisions by the Village Manager and Village Attorney, in the amount of One Hundred Thirteen Thousand Nine Hundred Thirty Dollars (\$113,930.00).

Trustee _____ moved, seconded by Trustee _____

That Resolution No. 16-_____ be adopted.

President Argiris _____

Trustee Krueger _____

Trustee Brady _____

Trustee Lang _____

Trustee Papantos _____

Trustee Vito _____

Trustee Vogel _____

Resolution No. 16-_____ 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

RELOCATION SPECIALIST CONSULTING SERVICES FOR FOX POINT MOBILE HOME PARK RELOCATION PROGRAM

CONTRACT DOCUMENT

This agreement (the "Contract") is made this ____ day of _____, 2016 by and between, and shall be binding upon, the Village of Wheeling, an Illinois municipal Corporation (hereinafter referred to as the "Village") and ICF Incorporated, LLC (hereinafter referred to as the "Consultant").

Witnessed, that in consideration of the mutual promises of the parties delineated in the "Contract Documents" (as defined in Section 1 below), the Consultant agrees to perform the services and the Village agrees to pay for the following services as set forth in this Contract and the Contract Documents:

1. This Contract shall embrace and include all of the applicable "Contract Documents" listed below as if attached hereto or repeated herein:
 - a. Proposal for Consulting Services for the Town Center Development Zoning and Land Use Review, dated June 8, 2016, and consisting of the following (in Exhibit A thereto):
 - i. Cover Letter
 - ii. General information
 - iii. General background
 - iv. Firm Experience
 - v. Base Scope of Services
 - vi. Proposed Project Schedule
 - vii. Organizational Chart
 - b. Request for Proposals
 - c. Certificate of Eligibility to Enter into Public Contract
 - d. Required Certificates of Insurance (see Item 7 below)
2. The Village agrees to pay, and the Consultant agrees to accept as full payment for the services which are the subject matter of this Contract the total sum of not to exceed One Hundred Thirteen Thousand Nine Hundred Thirty Dollars (\$113,930.00) paid in accordance with the provisions of the Local Government Prompt Payment Act and the provisions of the Contract Documents. The Consultant shall submit invoices monthly for actual hours worked and expenses incurred. The Village agrees to provide payment to Consultant within thirty (30) days of the invoice date, unless the Village objects to an invoiced amount, in which case the Village and Consultant shall confer on the disputed charge and agree on a resolution of the dispute.

3. Consultant shall not delegate the duties involved in the performance of the services which are the subject matter of this Contract without the written approval of the Village, except as specifically noted in the Consultant's Proposal dated June 8, 2016.
4. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.
5. Where the terms of this Contract conflict with the provisions of the Contract Documents, the Contract Documents shall be binding, with the exception to the Effective Period as explicitly described herein. The Effective Period of the contract will commence upon Notice to Proceed being provided to the Consultant. Such Notice shall be provided not less than forty-eight (48) hours of the Village closing on the acquisition of the Fox Point Mobile Home Park property.
6. The parties hereto agree that for purposes of any lawsuit(s) between them concerning the contract, its enforcement, or the subject matter thereof, venue shall be in Cook County, Illinois, and the laws of the State of Illinois shall govern the cause of action.
7. The Consultant agrees to the following insurance requirements, and shall not commence work under this contract until it has obtained all insurance required herein and such insurance has been approved by the Village, nor shall the Consultant allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained:
 - a. The insurance policies required to be obtained by the Consultant shall provide that coverages shall not be canceled, modified, reduced or allowed to expire without Consultant providing at least Thirty (30) Days prior written notice given to the Village. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final Pay Request. All Certificates of Insurance shall name the Village of Wheeling as Certificate Holder. The Commercial General Liability and Business Automobile Liability policies shall include the Village of Wheeling and its officers, agents and employees as additional insured on a primary non-contributory basis. The actual additional insured endorsement shall be attached to the certificate of insurance.
 - b. All insurance required of the Consultant shall state that it is Primary and Non-Contributory Insurance as to all additional insureds with respect to all claims arising out of operations by or on their behalf. If additional insureds have other applicable insurance coverages, those coverages shall be regarded as on an excess or contingent basis.
 - c. The Consultant shall require that each of its Subcontractors and each of their subcontractors of any tier obtain insurance of the same character as that required of Consultant, unless the Village authorizes such lesser amount of coverage, including the same additional insureds and subject to the same restrictions and obligations as set forth for the Consultant.

- d. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the Contract by any act or omission, including, but not limited to:
1. allowing work by Consultant or any subcontractor of any tier to start before receipt of Certificates of Insurance;
 2. failure to examine, or to demand correction of any deficiency, of any certificate of insurance received.
- e. The Consultant agrees that the obligation to provide insurance is solely the Consultant's responsibility and cannot be waived by any act or omission of the Village.
- f. The purchase of insurance by the Consultant under the contract shall not be deemed to limit the liability of the Consultant in any way, for damages suffered by the Village in excess of policy limits or not covered by the policies purchased.
- g. The Consultant shall notify the Village, in writing, of any possible or potential claim for personal injury or property damage arising out of the work of this Contract promptly whenever the occurrence giving rise to such a potential claim becomes known to the Bidder.
- h. The Consultant shall provide insurance acceptable to the Village, defined as A.M. Best rating of at least A- VII or better. Such insurance shall include the following coverages in the following amounts:
1. Worker's Compensation (including occupational disease and employer's liability insurance) covering liability of its employees in accordance with the law of the State of Illinois, including the Illinois Worker's Compensation Act, as amended. A waiver of subrogation shall be provided to the Village and the Waiver of subrogation attached to the certificate of insurance.
 2. Commercial General Liability (including Premises-Operations; Independent Contractors' ; Products and Completed Operations: Property Damage):
 - i. Bodily Injury & Property Damage \$2,000,000 each occurrence
 - Combined Single Limit \$5,000,000
 3. Umbrella Excess Liability:
 - i. \$6,000,000 over Primary Commercial General Liability Insurance
 - \$10,000 Retention
 4. Automobile Liability (owned, non-owned, hired):
 - i. Bodily Injury & Property Damage \$1,000,000 each occurrence
 - combined single limit

5. Professional Liability Insurance in the amount of \$6,000,000.

- i. The Consultant will provide applicable copies of policy provisions to show contractual liability endorsements to be issued by the insurance companies and attached to the above-mentioned policies to include under the coverage therein extended an obligation on the part of the insurers to insure against Consultant's contractual liability hereunder and to indemnify the Village and Agent against loss, liability, costs, expenses, attorney's fees and court costs, and further agrees that said coverage shall be afforded therein against all claims arising out of the operation of any structural work law or law imposing liability arising out of the use of scaffolds, hoists, cranes, stays, ladders, supports or other mechanical contrivances. Applicable Endorsements or provisions will be attached to the Certificates of Insurance. The Commercial General Liability and Business Automobile Liability policies shall include The Village of Wheeling, its officers, and employees and agents as Additional Insureds.

IN WITNESS WHEREOF, the Village of Wheeling, Illinois by Jon Sfondilis, Village Manager, and the Consultant have hereunto set their hands this ____ day of _____, 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 _____, 2016.

Individual or Partnership _____ Corporation _____

By Position/Title

By Position/Title

Print Company Name

THE VILLAGE OF WHEELING, ILLINOIS

Accepted this _____ day of _____, 2016.

Jon A. Sfondilis
Village Manager

Attest:

Elaine E. Simpson
Village Clerk

DRAFT



ICF Proposal 20160725

Fox Point Mobile Home Park Relocation Consultant

June 8, 2016

Submitted to:
Andrew Jennings
Director of Community Development
Village of Wheeling
2 Community Boulevard
Wheeling, IL 60090

Submitted by:
ICF Incorporated, LLC
9300 Lee Highway
Fairfax, VA 22031

DUNS # 07-264-8579

This proposal includes data that shall not be disclosed outside Village of Wheeling and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in conjunction with—the submission of these data, Village of Wheeling shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit Village of Wheeling's right to use information contained in these data if it is obtained from another source without restriction. The data subject to this restriction are contained in this volume and its appendices and attachments.



June 10, 2016

Andrew Jennings
Director of Community Development
Village of Wheeling Illinois
2 Community Boulevard
Wheeling, IL 60090

SUBJECT: RFP for Fox Point Mobile HOME Park Relocation Consultant; ICF Proposal No. 2016-0725

Dear Mr. Jennings,

ICF Incorporated, LLC (ICF) is pleased to provide this Time and Materials proposal in response to the subject request.

ICF's Housing and Community Development Group and our subcontractors (Urban Relocation Services, Inc.) are uniquely qualified to provide high quality and accurate relocation consulting to the Village of Wheeling because of our nationally- recognized in-depth URA and CDBG-DR experience. As demonstrated in our proposal, we have a team of experienced staff and subcontractors that know all aspects of URA and compliance and our team is familiar with the Villages' funder (Cook County) staff, forms and systems. We have direct access to and the trust of the HUD field and headquarters staff and we can show on-the-ground experience accomplishing results with communities and their relocation projects.

We look forward to hearing from Village of Wheeling, IL about the status of our proposal. For technical questions, please contact the Project Director, Kevin Roddy by telephone at 443-742-9976 or by email at Kevin.Roddy@icfi.com. For contractual questions, please contact Nichellie Agee, Contracts Administrator, by telephone at 703-934-3138 or by email at Nichellie.Agee@icfi.com. Ms. Agee is authorized to represent our entity in any contractual negotiations regarding this bid.

I, the undersigned, warrant that I am an official authorized to bind the entity.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bernard J. Molepske", written over a light blue horizontal line.

Bernard J. Molepske
Manager, Contracts

Enclosure



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Tab 1. General Information

ICF Incorporated, LLC
9300 Lee Highway
Fairfax, VA, USA 22031
Phone: 703.934.3000
Fax: 703.934.3740

Urban Relocation Services, Inc. (*Subcontractor*)
527 S. Wells
Suite 400
Chicago, IL 60607
Phone: 312.663.5131
Fax: 312.913.3893

Tab 2. General Background

Successful recovery after a devastating natural disaster like a flood is a daunting challenge. Homeowners, businesses, and communities expect that rebuilding programs will be well-organized and efficient, targeted but flexible, and timely yet thorough. HUD, FEMA, and other regulatory bodies demand compliance under Federal and State rules that are frequently ambiguous and sometimes conflicting. Citizens, local leaders, and the media seek rapid progress but may be unaware of all the constraints under which the recovery programs operate. Balancing and meeting these often competing demands is a significant hurdle for all public agencies tasked with disaster recovery.

The Village of Wheeling seeks a contractor with proven expertise and real-world knowledge to provide professional services to undertake the Fox Point Mobile Home Park (“Park”) relocation project. **ICF Incorporated, LLC**, an ICF International company (ICF) is dedicated to tackling the economic, social, energy, and environmental issues facing communities today. From its origins more than 45 years ago as the Inner City Fund, ICF has become one of the top-tier multidisciplinary consulting firms in the nation with leading practices in housing, community and economic development, and disaster recovery. We have worked with Federal agencies, States, and local units of government nationwide through all phases of disaster management: response planning, recovery, and mitigation/resiliency to assist with rebuilding and recovery efforts and to minimize the impact of future disasters.

We are prepared to bring our lessons learned and immediately deploy experienced staff and subcontractors to address each of the tasks in the RFP’s scope of work upon request by the Village of Wheeling pertaining to the buyout and relocation of the residents of the Fox Point Mobile Home Park. The ICF team offers full-service relocation capabilities, in accordance with the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970 (URA), specializing in the development of custom relocation plan that will implement a program designed to meet the needs of displaced residents and the Village of Wheeling.

ICF Team at a Glance

- **Real-world experience:** Significant URA experience in Louisiana, New Jersey, New York, Connecticut, and Pennsylvania.
- **Breadth of expertise:** Knowledge of URA, CDBG-DR, Stafford Act, FEMA programs, construction, housing, economic development, infrastructure, environmental reviews, Section 3, Davis Bacon, and other cross-cutting federal requirements.
- **Proven managerial skills:** Track record of success in integrated program management, performance measurement, technology, and process improvement – we move programs forward to completion.
- **Ready to deploy:** Dedicated team of professionals ready to assist Wheeling on-site immediately upon contract award.
- **Local knowledge:** Our team includes June Webb, of Urban Relocation Services, a City of Chicago certified Woman Business Enterprise (WBE), has extensive URA experience in the metropolitan area working with low-income households.

Tab 3. Firm Experience

Experience Overview

The ICF team, which includes Urban Relocation Services (URS), features leading experts in planning, implementing, and overseeing relocation services for tenants permanently and involuntarily displaced from Federally-assisted properties. Urban Relocation Services, with extensive experience working with low-income households throughout the metropolitan area, has been designated a Woman Business Enterprise (WBE) by the City of Chicago. The staff we have proposed are experienced practitioners with significant hands-on experience and have direct interaction with and assisted thousands of households in the acquisition and relocation process.

We directed relocation specialists in the determination of household preferences, including low-income, elderly and disabled households in a number of Federally-assisted redevelopment projects to ensure compliance with implementation of the URA. This experience includes assisting the Cook County Department of Planning and Development with the implementation of its \$32M Neighborhood Stabilization Program (NSP) that included displacing households from substandard housing in the west and south suburbs of Chicago. More recently, members of this team assisted in the City of Chicago's Runway Protection Zone/Runway Safety Area at Chicago's Midway Airport. The included the relocation of commercial businesses and 32 residents occupying a mixed-use apartment building which was located within the Protection Zone Area. The project was staffed by two full-time relocation agents, including one bilingual agent, since a significant number of the building's residents spoke only Spanish.

- Local Organizations Assisted with URA**
- Housing Authority of Cook County (HACC)
 - Preservation of Affordable Housing (POAH)
 - Norfolk Southern Corporation
 - Mercy Housing

The ICF relocation team includes two staff who are fluent in Spanish, recognizing that the affected population of displaced households have limited English proficiency. Ms. Digna Gomez, a URS staff member and a native Spanish speaker, brings to the team her experience as a real estate broker, IRWA Relocation Assistance certification, and extensive hands-on relocation experience in the Chicago area. Ms. Gomez is an IDOT approved negotiator and relocation agent with more than 10 years of relocation experience. She is joined by Blakely Jarrett who lived in Spain where he taught English, and worked with low income residents in Quito, Ecuador. Mr. Jarrett is fluent in Spanish, and will have prime responsibility to translate text and written documents as needed.

Examples of Work

We know the challenges and pitfalls of this type of work, how to avoid them, and how to address any them if they occur. We are prepared to bring our years of experience and the lessons learned from working with households and individuals who are displaced from their homes to assist the Village of Wheeling in this critical buyout program. ICF can help the Village manage and coordinate the buyout process, the permanent displacement and provision of relocation assistance effectively and compliantly to the residents of the Fox Point Mobile Home Park. Outlined below are additional examples of our experience in URA and HUD disaster recovery:

- **American Community Developers – Ryan Court Apartments.** American Community Developers engaged ICF International to provide relocation advisory services for the redevelopment of the 20 building, 92-unit Ryan Court Apartments, located in Detroit, MI in February, 2016. American Community Developers is undertaking a total demolition and redevelopment of the property, which will result in the construction of 72 new townhouse style units. Contract services provided to the project will consist of the permanent displacement of nineteen (19) resident households from the HUD-assisted project-based rental subsidized property. ICF responsibilities include development of URA required relocation plan, provision of all tenant notices, identification of comparable replacement housing, assistance with moving logistics and calculation of replacement housing payments and moving expenses

- **State of New Jersey – Sandy Blue Acres Buyout Program.** The State of New Jersey engaged ICF International in May 2013 to assist staff augmentation, technical assistance and policy support for the Sandy Recovery programs that resulted in the award of \$4.1B in HUD disaster recovery funds. Included in those responsibilities was the implementation of the URA relocation requirements for the Sandy Blue Acres Buyout Program in response to Superstorm Sandy, which inflicted significant damage the state. ICF responsibilities includes development of the procedures of permanent displacement of tenant households in multi-unit structures, assistance with determination of the relocation assistance, including replacement housing payments and related moving expenses, provision of all tenant notices, and procedures for recordkeeping for each tenant relocation file.
- **Montgomery County Housing Opportunities Commission – Ambassador Apartments.** The Montgomery County Housing Opportunities Commission (HOC), who serves as the public housing authority for this suburban Maryland urban county, is undertaking the complete redevelopment of a single, seven (7) story residential building, consisting of 162 units, located in Wheaton, MD. Located in the town center, the project will result in the construction of 196 new one and two bedrooms units within the existing high rise building. The HOC engaged ICF International in March, 2016 to provide relocation advisory services that includes development of the URA relocation plan, provision of all tenant notices, identification of comparable replacement housing units, and calculation of relocation assistance, including replacement housing payments and moving expenses.
- **Housing Authority of Cook County (HACC).** URS was engaged in 2014 to provide relocation services for the Evanston Senior Redevelopment Project. Two public housing buildings were renovated and 163 low-income senior and/or disabled residents chose to either move into temporary units on-site or move permanently and receive Housing Choice Vouchers (HCVs). URS wrote the relocation plan to comply with HUD’s Rental Assistance Demonstration (RAD) Program the URA requirements. This project was completed in 2015 and URS was selected to coordinate and supervise the relocation for HACC’s senior buildings in Arlington Heights, Illinois and Skokie, Illinois.

Tab 4. Base Scope of Services

Steps and Action Items

Task 1 – Kick-off Meeting:

This task will include meeting with staff of the Village of Wheeling to review overall project objectives, receive updated information related to project's funding provided by the Cook County Department of Planning and Development in accordance with their HUD approved CDBG-DR Program. Additionally, the meeting will serve to, review current owner housing unit data, secure up-to-date information related to contact information for those households who no longer reside on-site, tour project site to identify individual manufactured units (access condition, description of size by bedroom, VIN or other identification number and age).

Duration: 2 days on site

Schedule: 10 to 15 days from execution of contract for services

Task 2 – Conduct Resident Survey:

This task will require meeting with all permanently displaced mobile park homeowners and the single renter household to access their current housing situation (those who have moved off-site) and those who have remained on the property. This resident survey will be a critical element in both assisting with development of the URA Relocation Plan, and to ensure that all affected households who have limited English proficiency will receive all appropriate advisory services, included mandated URA notices in a language most familiar to them. The survey will include identification of household size, income, current employment status, school or child care requirements for minor household members, identification of households with disabilities or special needs, preferences for future housing opportunities, household race and ethnicity, and transportation needs.

Duration: 2 to 3 weeks (depends on how quickly off-site households can be contacted)

Schedule: Begin 5 days concluding Kick-off Meeting/site visit

Task 3 – Preparation of URA Relocation Plan:

This task will include preparation of the URA required relocation plan that details how both the current residents (16) and those displaced due to the flooding (24) who will receive relocation assistance, including acquisition of their manufactured housing unit, and moving and related expenses. The relocation plan will be submitted to the Village in a Final Draft form for review and comments. Upon approval of URA Relocation Plan, if necessary, the Village will submit to the Cook County Department of Planning and Development for review and comment. Relocation Plan will include all required property homeowner notices, both in English and Spanish, and a summary of all requirements for the successful execution of permanent displacement based on results of resident survey, identification of comparable housing options within northeast Cook County, and a relocation budget which will include Replacement Housing Payment (RHP) and moving expenses for all affected households.

Duration: 2 weeks, including revisions/edits of comments from Village/Cook County DPD

Schedule: Begin upon completion of resident survey

Task 4 – Implementation of Relocation of Fox Point Residents:

This task will undertake execution of the Fox Point Relocation Plan for permanent displacement of residents, based on the Village approved URA Relocation Plan. These sub-tasks will include the following elements:

- Individual meeting with each resident manufactured unit owner to present the Notice of Just Compensation, which will be the written offer to purchase for their personal property (mobile home). The Notice of Just Compensation will result in securing title to each manufactured unit that will be transferred to the Village as the result of the acquisition
- Presentation of the Notice of Eligibility for Relocation Assistance, which will detail the basis for any eligible replacement housing payment to assist with securing a comparable replacement unit, either a new owner-occupied manufactured housing unit or rental unit, based on the preference of the displaced household. This notice will include at least 3 comparable replacement housing units, based on the household size and other needs or preferences identified during the resident survey process.
- Presentation of options for moving of personal property, including the determination of use of contract movers or household elects to self-move
- Upon presentation of the Notice of Just Compensation and Notice of Eligibility of Relocation Assistance, issuance of 90-Day Move Notice
- Of required, issuance of 30-Day Move Notice, depending on individual household circumstances and identification of housing options
- Assistance to each homeowner, if necessary, to file for replacement manufactured housing unit title from the Illinois Secretary of State, in order to both prove ownership and be able to transfer ownership to the Village
- Provision of transportation assistance, as needed by displaced households to visit potential comparable replacement housing options, as presented in the Notice of Eligibility of Relocation Assistance
- Inspection of resident selected comparable replacement housing unit to ensure that said unit meets URA standards of decent, safe and sanitary. Inspection to be documented using current HUD USPS standards
- Assistance with all aspects of moving of personal property, along with disconnection and re-connection of utilities, cable/satellite/internet services and telephone landline (if needed).
- Preparation of HUD Relocation Claim forms for acquisition of manufactured housing unit, replacement housing payment, and moving and related expenses for presentation to Village for disbursement of funds to each individual homeowner (and the single renter household). This shall include provision of title to each manufactured unit, in accordance with Illinois state law.
- Assistance to Village to ensure that compensation for property acquisition, replacement housing payment and moving expenses are provided to each household in timely manner

Duration: 9 months

Schedule: Beginning on date of approval of Fox Point Relocation Plan

Task 5 – Relocation Assistance Compensation Package:

This task will exclusively prepare and package all necessary URA required claim forms, moving expenses receipts, basis of valuation of manufactured housing unit to be acquired, and ownership title documents for submission to the Village for each individual household. This task will serve to initiate the disbursement of payment of just compensation, replacement housing payment, and all moving and related expenses to provide clear, documentation to both support recordkeeping and audit/monitoring preparation. This shall serve to permit the Village to both track unit by unit, those households who have completed the relocation process and permit for the removal and disposal of each manufactured unit as each acquisition is completed.

Duration: 9 months

Schedule: Concurrent with Task 4



Task 6 – Recordkeeping:

This task will be undertaken upon completion of the approved URA Relocation Plan and will establish for each household all, but not limited to, written documentation regarding notices, communications regarding advisory services, provision of comparable replacement housing units, HUD required claim forms, evidence of title to personal property to be acquired (title), basis of valuation for each purchased manufactured housing unit, evidence of physical inspection of replacement housing unit. All displaced household files will be provided to the Village at the conclusion of Task 4.

Duration: 12 months

Schedule: Term of consulting contract

Time and Materials Not to Exceed Budget

The time and materials not to exceed budget for the scope of services identified is \$113,930. Labor rates for individual team members are listed in **Tab 6, Staffing and Rate Schedule**. A detailed time and material budget can be found in Appendix A.

Basis of Estimate

ICF's proposed price is based on the stated requirements of the RFP and ICF's experience performing similar work for a variety of similar clients and reflects the results of the detailed analysis of the different activities to be performed under each of the proposed tasks and the total estimated number of deliverables required. ICF's distribution of hours by individuals, other direct costs, and travel costs reflects the estimated mix that ICF believes will be most efficient in completing this work.

Period of Performance

The proposed period of performance is July 1, 2016 through May 31, 2017.

Contract Type

ICF has prepared this submission on a Time and Material (T&M) basis.

Validity

ICF's price proposal will remain in effect for a period of ninety (90) days from the date of submission. ICF reserves the right to review its submission and to extend its offer or to revise its proposal based on the facts known at the end of the 90-day period.

Direct Labor Rates

ICF used actual salary data dated June 1, 2016 in the development of this rates only submission. All fully burdened labor costs are inclusive of salary, anticipated wage escalation, fee, and indirect costs based on ICF's 2016 Forward Pricing Indirect Cost Rate letter submitted to NIH, ICF's Cognizant Government Agency.

Other Direct Costs (ODCs)

It is ICF's disclosed accounting practice to recover contract specific other direct costs as a direct charge to any specific contract. Such other direct cost elements include but are not limited to courier/messenger, computer related, material/supplies, postage/express mail, printing, reproduction, telephone, and relocation. Other direct costs will be invoiced at actual cost plus applicable G&A.



Travel Costs

It is ICF's disclosed accounting practice to recover contract specific travel costs as a direct charge to the contract. Such travel cost elements include but are not limited to airfare, lodging, meals & incidentals per diem, rental car/local transit, mileage, parking, internet connection charges, and booking fees. Travel costs will be invoiced at actual cost plus applicable G&A.

Subcontractor Costs

ICF is joined in this effort by subcontracting partner URS, a recognized leader in Uniform Relocation Assistance. The URS principals have planned, implemented, supervised and executed major relocation programs for organizations and families throughout the Chicago metropolitan area. Subcontractor costs will be invoiced at actual cost plus applicable subcontractor admin fee.

Invoicing & Payment

ICF has prepared this proposal on a Time and Materials basis. Invoices will be submitted monthly during the contract period for actual hours worked and expenses incurred. Payment is due within 30 days of the invoice date.

Remittance

Electronic Funds Transfer Address		Lockbox Address
Account Name:	ICF Consulting Group, Inc. Fairfax, VA	Regular Mail ICF Incorporated, LLC PO Box 536259 Pittsburgh, PA 15253-5904 Overnight Address ICF Consulting Group, Inc. Attn: Lockbox Operations #536259 307 23rd Street Extension, Suite 950 Pittsburgh, PA 15215
Bank:	Citizens Bank 1 Citizens Drive Riverside, RI 02915	
ABA Number:	036076150	
Account Number:	6203219502	

Company Information

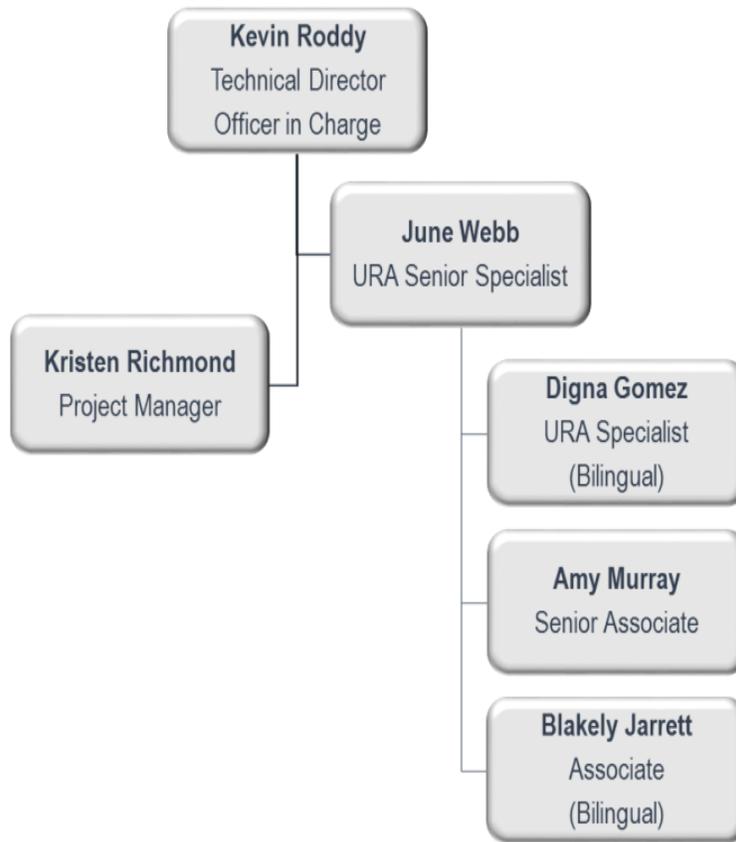
- ICF Incorporated, LLC
 - EIN: 52-0893615
 - DUNS: 07-264-8579
 - CAGE Code: 5M571
 - Size Status: Large Business

Tab 5. Proposed Project Schedule

Fox Point Relocation Schedule July 1, 2016 to May 30, 2017			
Task	Start Date	End Date	Duration
Task 1 – Kick-off Meeting/Site Visit	July 1, 2016	July 15, 2016	15 days
Task 2 – Conduct Resident Survey	July 20, 2016	August 10, 2016	21 days
Task 3 – Preparation of URA Relocation Plan	August 15, 2016	August 31, 2016	15 days
Task 4 – Implementation of Relocation of Fox Point Residents	September 1, 2016	May 31, 2017	9 months
Task 5 – Relocation Assistance Compensation Package	September 1, 2016	May 31, 2017	9 months
Task 6 – Recordkeeping	July 1, 2016	May 31, 2017	12 months

Tab 6. Organizational Chart

The ICF Team proposes the following Key Personnel.



Key Personnel

All Key Personnel are available to begin work immediately upon contract award. The table below highlights their relevant experience.

Key Personnel	Experience Overview
Kevin Roddy	24 years of professional experience in program management, contract administration, compliance and monitoring, real estate, and housing and community development programs. Before joining ICF he served as the Grants Administrator for a large urban county for 18 years. Since 2013, Mr. Roddy has supported the State of New Jersey with their long term compliance and monitoring efforts for all Superstorm Sandy programs. From 2013-2014, he served as the Acting Assistant Director of the Office of Compliance and Monitoring overseeing 20+ staff conduct file reviews, create policies and procedures and compliance checklists and ensure that all programs are compliant. Starting in 2011, Mr. Roddy worked directly with the Cook County Department of Planning and Development in direct support of project management for the Neighborhood Stabilization Program (NSP), a \$32M initiative. He also specializes in implementation and program compliance for the other Federal requirements including the OMB Uniform Administrative Requirements (URA) and Financial

Key Personnel	Experience Overview
	Management, the Lead Safe Housing Rule, the Uniform Relocation Act, Davis-Bacon Prevailing Wages Standards and Related Acts, and Environmental Review.
Kristen Richmond	20 years of professional experience in housing and community development programs, including the Community Development Block Grant (CDBG), Home Investment Partnerships (HOME), and Neighborhood Stabilization Program (NSP). Prior to joining ICF, Ms. Richmond worked in local government as a monitoring and compliance specialist for the City of Rockford, IL, Community Development Department, Neighborhood Development Division. Ms. Richmond has worked extensively with Cook County in creating written policies and procedures for all CPD programs that encompassed all activities, financial and grant management and cross-cutting requirements. She worked to address deficits in staff knowledge and capacity through staff training and mentoring staff on key job functions. Ms. Richmond has also led the URA training course, All the Right Moves for HUD grantees.
June Web	More than 20 years of relocation planning experience, including negotiations, utilizing the Uniform Relocation Act. She directly oversees all aspects of relocation programs and marketing activities for affordable housing portfolio and is a licensed real estate broker for the Chicago area. Ms. Webb has completed relocation assignments with the Housing Authority of Cook County, Housing Authority of New Orleans, O'Hare Modernization Program, Metra Belmont Station, and the CTA Brown Line
Digna Gomez	Ms. Gomez is IDOT approved Negotiator and Relocation Agent, who maintains IRWA Negotiation Certification and is an Illinois Real Estate Broker. She has more than 10 years of direct experience with relocation projects, including conducted property owner negotiation, tenant interviews, providing relocation advisory services and preparation of relocation claims. As a Right of Way Negotiator, Ms. Gomez has prepared offers, conveyance and related documents to be presented to property owners. Ms. Gomez is a native Spanish speaker and is familiar with the Chicago, IL housing market.
Amy Murray	More than 6 years of providing support and oversight to housing and community development related programs. Ms. Murray assisted in the development and set-up of the State of New Jersey's disaster recovery programs including their budget and finance department, supportive services, blight, and URA. She assisted in the development of the regional NY-NJ-CT-PA Disaster Recovery Playbook for city officials and administrators to use in the event of a regional disaster. Ms. Murray also worked closely with Cook County staff to assess roles and responsibilities and develop comprehensive policies and procedures for their CPD program and cross-cutting requirements.
Blakely Jarrett	Earned his Bachelor's degree in Spanish Language from Furman University in Greenville, SC, and a Master's in Urban Planning from Clemson University. Mr. Jarrett spent two summers living and working with low-income populations in Quito, Ecuador before moving to Northern Spain in 2012 to teach English in a public high school for a year. He worked at the local redevelopment authority during graduate school, focusing primarily on managing the environmental review process for the emergency home repair program, but also interpreting for Hispanic residents seeking assistance from the agency. Since joining ICF, Mr. Jarrett supports the Choice Neighborhoods Initiative, Better Buildings Challenge, and Renew300 in a variety of roles such as providing account management to program members and coordinating technical assistance engagements.



Staffing and Rate Schedule

Firm	Labor Category	Staff Name	Loaded Hourly Rates July 1, 2016 to May 30, 2017
ICF	Technical Director	Kevin Roddy	\$274.03
ICF	Project Manager	Kris Richmond	\$195.45
ICF	Senior Associate	Amy Murray	\$88.66
ICF	Associate	Blakely Jarrett	\$86.29
URS	URA Senior Specialist	June Webb	\$125.55
URS	URA Specialist	Digna Gomez	\$68.48



Appendix A: Price Detail

Base Period		Task 1 -Kick Off Meeting		Task 2 - Conduct Resident Survey		Task 3 - Preparation of URA Plan		Task 4 - Implementation Relo of Residents		Task 5 - Relocation Assistance Compensation Package		Task 6 - Recordkeeping		TOTAL		
Labor																
Labor Category	Rate	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	
Project Director	\$274.03	16	\$4,384	4	\$1,096	16	\$4,384	4	\$1,096					40	\$10,961	
Project Manager	\$195.45	4	\$782	4	\$782	4	\$782	4	\$782	40	\$7,818	30	\$5,864	86	\$16,809	
Senior Associate	\$88.66	8	\$709	40	\$3,546	10	\$887	50	\$4,433	40	\$3,546	40	\$3,546	188	\$16,668	
Associate	\$86.29			40	\$3,452			30	\$2,589	40	\$3,452	20	\$1,726	130	\$11,218	
Total - Labor		28	\$5,876	88	\$8,876	30	\$6,053	88	\$8,900	120	\$14,816	90	\$11,136	444	\$55,656	
Other Direct Costs (ODCs)																
Category	Rate		Dollars		Dollars		Dollars		Dollars		Dollars		Dollars		Dollars	
Total - ODCs			\$11		\$467		\$11		\$5,708		\$22,799		\$11		\$29,009	
Travel																
Category	Rate		Dollars		Dollars		Dollars		Dollars		Dollars		Dollars		Dollars	
Total - Travel			\$1,359		\$2,407				\$185						\$3,951	
Subcontractors																
Firm	Name	Rate	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
	Webb, June	\$125.55	8	\$1,004	20	\$2,511			40	\$5,022					68	\$8,537
	Relocation Agent	\$68.48			80	\$5,478			140	\$9,587	15	\$1,027	10	\$685	245	\$16,778
Total - Subcontractor Labor			8	\$1,004	100	\$7,989			180	\$14,609	15	\$1,027	10	\$685	313	\$25,315
Total Proposed Price			36	\$8,250	188	\$19,739	30	\$6,064	268	\$29,402	135	\$38,643	100	\$11,832	757	\$113,930



Appendix B: Certification under 720 ILCS 5/33E-11

(CERTIFICATION UNDER 720 ILCS 5/33E-11)
PROPOSAL

I, Bernard J. Molepske (name), certify that I am employed as the Manager, Contracts (title) of ICF Incorporated, LLC (company), a candidate for the prime contract for the work described in the proposal to which this certificate is attached, and I hereby certify that I am authorized to make this certificate and that I have personal knowledge of the matters certified to herein, and that the company named above is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961 or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.

ICF Incorporated, LLC

Firm Name

By: Bernard J. Molepske/Manager, Contracts

Name/Title



Signature

SUBSCRIBED AND SWORN to before
me this 7th day June, 2016

Angela Perez
Notary Public



**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

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

DATE OF BOARD MEETING: October 3, 2016

TITLE OF ITEMS SUBMITTED: A Resolution Authorizing the Village President to Execute a License Agreement for Site Preparation Construction and Maintenance Work Relating to the Town Center

SUBMITTED BY: James V. Ferolo, Village Attorney

BASIC DESCRIPTION OF ITEM: The Resolution authorizes the execution of a license agreement for site preparation construction work relating to the Town Center to be completed by the Developer prior to transfer of the property from the Village. The work involves grading and underground utility work being requested by the Village. There will be no structures erected until the property is transferred to the Developer.

EXHIBIT(S) ATTACHED: Memo, Resolution, Agreement

RECOMMENDATION: Submitted for Approval

SUBMITTED FOR APPROVAL: Village Manager

RESOLUTION _____

**A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO EXECUTE A
LICENSE AGREEMENT FOR SITE PREPARATION CONSTRUCTION AND
MAINTENANCE WORK RELATING TO THE TOWN CENTER**

WHEREAS, the Village of Wheeling (hereinafter referred to as the (“VILLAGE”) is a home rule municipality pursuant to Section 6(a) of Article VII of the Constitution of the State of Illinois and is authorized to exercise and perform any function pertaining to its government and affairs; and

WHEREAS, the State of Illinois has adopted tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq, as from time to time amended (hereinafter referred to as the “TIF ACT”); and

WHEREAS, pursuant to its home rule powers and in accordance with the TIF ACT, on July 7, 2014, 2014 the corporate authorities of the VILLAGE adopted Ordinance Numbers 4866, 4867, and 4868 in accordance with the TIF ACT and its home rule powers, approving a tax increment redevelopment plan and project, designating a tax increment redevelopment project area and adopting tax increment financing relative to the VILLAGE’S TOWN CENTER II TIF DISTRICT (hereinafter referred to as the “TOWN CENTER II TIF DISTRICT”) for redevelopment and revitalization of a portion of the corporate limits of the VILLAGE, (hereinafter referred to as the “REDEVELOPMENT PROJECT AREA”); and

WHEREAS WTC, LLC (hereinafter referred to as the “DEVELOPER”) desires to redevelop a portion of the REDEVELOPMENT PROJECT AREA, (hereinafter referred to as the “SUBJECT PROPERTY”) on which the DEVELOPER intends to construct a mixed-use project including a 300 unit luxury apartment building, movie theater, restaurants and retail establishments (hereinafter referred to as the “DEVELOPMENT”); and

WHEREAS, on March 7, 2016, the VILLAGE approved a Restated Redevelopment Agreement, between the DEVELOPER and the VILLAGE, which sets forth the terms and conditions pursuant to which the DEVELOPER will proceed with the DEVELOPMENT (hereinafter referred to as the “REDEVELOPMENT AGREEMENT”); and

WHEREAS, the Developer has asked for leave to conduct certain site preparation work on the property in advance of transferring the title; and

WHEREAS, in accordance with the TIF ACT and the VILLAGE’S home rule powers it is in the best interest of the VILLAGE to approve a LICENSE AGREEMENT to allow for site preparation work to take place.

NOW THEREFORE BE IT RESOLVED, by the President and Board of Trustees of the Village of Wheeling Cook and Lake Counties, Illinois, as follows:

SECTION 1: That the License Agreement attached hereto is hereby approved and the Village President is authorized to execute a License Agreement in substantial conformity with the Agreement attached hereto as Exhibit A, with all final changes subject to the approval of the Village Manager and Village Attorney.

SECTION 2: That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

ADOPTED this ____ day of _____, 2016, pursuant to a roll call vote as follows:

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

APPROVED this _____ day of _____, 2016

Dean S. Argiris, Village President

ATTEST:

Elaine E. Simpson, Village Clerk

EXHIBIT A
**LICENSE AGREEMENT FOR SITE PREPARATION CONSTRUCTION AND
MAINTENANCE WORK RELATING TO THE TOWN CENTER**

**LICENSE AGREEMENT FOR SITE PREPARATION CONSTRUCTION AND
MAINTENANCE RELATING TO TOWN CENTER**

THIS LICENSE AGREEMENT FOR SITE PREPARATION CONSTRUCTION AND MAINTENANCE RELATING TO TOWN CENTER (this "License Agreement") is made as of this ____ day of _____, 2016 by and between the **VILLAGE OF WHEELING**, an Illinois municipal corporation ("Village"), and **WTC LLC** (the "Developer"), an Illinois limited liability company. The Village and Developer are collectively referred to as "Parties".

RECITALS

- A. The Developer is the sole developer of the vacant parcel of real property legally described and depicted on **Exhibit A**, attached hereto and made a part hereof (the "Property").
- B. The Village and WTC have entered into a Restated Redevelopment Agreement Wheeling Town Center on May 6, 2016 (the "RDA"), as may be amended from time to time, to address future development on the Property known as the Town Center.
- C. The Developer has received Preliminary Planned Unit Development approval pursuant to Ordinance 4991, approved on February 1, 2016, attached hereto as **Exhibit B**.
- D. Prior to taking ownership of the Property, the Developer wishes to begin and complete (i) site preparation work on the Property as set forth in **Exhibit C-1** attached hereto (the "Site Preparation Work"), and (ii) utility work on the Property as set forth in **Exhibit C-2** attached hereto (the "Utility Work", and collectively with the Site Preparation Work, the "Work").

- E. The schedule for (i) the preliminary Site Preparation Work is set forth in **Exhibit D-1** attached hereto, and (ii) the preliminary Utility Work is set forth in **Exhibit D-2** attached hereto.
- F. At this time, the Village is willing to allow the Work to go forward pursuant to the terms of this License Agreement (“License”).
- G. The Developer previously prepared and submitted to the Village detailed civil engineering drawings for the Work, which plans shall be reviewed and approved by the Village prior to the commencement of the Work.
- H. Building permit fees shall be paid for construction of the Work in accordance with the Wheeling Village code. The Developer will be reimbursed for permit fees with TIF funds for the Work which is all TIF eligible under the Tax Increment Allocation Redevelopment Act 65 ILCS 5/11-74.4-1 et seq., upon completion of the Work.
- I. The Developer agrees that all costs and expenses incurred to design, construct, and maintain the Work pursuant to the terms of this License Agreement shall be paid by the Developer, provided, however, all costs and expenses incurred to design, construct and maintain the Utility Work shall be reimbursed to the Developer within thirty (30) days of request and delivery of lien waivers and other evidence of completion required pursuant to the terms of Section 5.4 of the RDA. The Utility Work will not be undertaken by the Developer until the Village has reviewed and approved the contract for the Utility Work in writing. All costs reflected in Exhibits C-1 and C-2 are estimates only and non-binding on the parties.

- J. The Developer agrees that upon the commencement of the construction of the Work it has no legal or equitable interest in the Property, and after construction of the Work it will have no legal or equitable interest in any improvements comprising the Work unless and until ownership of the Property and improvements thereon (excluding the Utility Work) is conveyed from the Village to the Developer in accordance with the terms of the RDA.
- K. Finally, the Parties acknowledge that this license is non-exclusive to the Developer and the Village reserves the right to use the Property when deemed reasonably necessary by the Village for events, including but not limited to community events. The Village agrees to provide at least sixty (60) days advance written notice to the Developer of the Village's intent to use the Property unless emergency circumstances dictate a shorter notice period. The Village will make reasonable attempts to schedule its use of the Property such that the development construction operations are not impacted.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Village and Developer do hereby represent, warrant, covenant and agree as follows:

1. **Incorporation of Recitals; Definitions; License.** The foregoing Recitals are incorporated herein by this reference as if restated verbatim and in their entirety in this Section 1. The Village hereby grants to the Developer a non-exclusive license to enter the Property and perform the Work subject to the terms and conditions set forth in this License Agreement.

2. **Construction.** The Developer shall obtain the required permits ("Permits") from the Village as may be necessary to construct the Work. The Village shall reasonably cooperate with the Developer in processing the permit applications. The Developer shall pay permit fees pursuant to Village code. The Developer may seek reimbursement for such permit fees from the TIF, which reimbursement shall be made by the Village upon satisfactory completion of the Work in accordance with this License Agreement and any applicable construction contract.

Prior to the commencement of construction, the Developer shall obtain and maintain, and, if the work is being performed by independent contractors, require the contractors performing the Work to also obtain and maintain insurance as provided in Section 16 below. The Developer shall provide the Village with evidence of such insurance coverage, insuring the Village as an additional named insured, as soon as possible after obtaining same, but in no event shall permits be issued to authorize any Work to commence until such insurance is provided to the Village. The Developer hereby indemnifies and shall defend the Village and hold the Village harmless from and against any damages, costs, liens, liabilities, judgments, fees, claims, loss of life, expenses, reasonable attorney's fees or other losses incurred by the Village (collectively "Claims") with respect to the Work, with the exception of claims based on the negligence or willful and wanton conduct of the Village. This indemnification shall include, but not be limited to any Claims accrued by virtue of (i) the Developer's failure to obtain insurance coverage or (ii) any mechanic's liens being asserted against the Property. Nothing contained in or implied from any provision of this Agreement shall constitute or effect a waiver by the Village or its rights, privileges, defenses and immunities under the Illinois Local Governmental and Governmental Employees Tort Immunity Act with respect to third parties.

All costs and expenses incurred to design construct and maintain the Utility Work shall be reimbursed to the Developer within thirty (30) days of request to the Village and delivery to the Village of lien waivers and other evidence of completion required pursuant to the terms of Section 5.4 of the RDA.

3. Design of Work.

A. General Standards. The Work shall be designed and constructed pursuant to and in accordance with the Village Code and standards set forth in **Exhibit B**, unless exceptions or variances are specifically approved by the Village. The Developer shall cause all work on the Work to be completed in a good and workmanlike manner and with due dispatch in accordance with the schedule established in **Exhibit D-1** (with respect to the Site Preparation Work) and **Exhibit D-2** (with respect to the Utility Work). All materials used for construction of the Work shall comply with the civil engineering drawings approved by the Village.

All storm sewers and related appurtenances shall be constructed so as to collect building footing drains and rear yard runoff from all lots within the Property, and shall be subject to the approval of the Village.

B. Contract Terms; Prosecution of the Work. The Developer shall include in every contract for Work terms requiring the contractor to prosecute the work diligently and continuously, in full compliance with, and as required by or pursuant to, this Agreement and all requirements of law, until it is properly completed, and terms providing that the Developer may take over and prosecute the work if the contractor fails to do so in a timely and proper manner. The Developer shall promptly deliver to the Village Clerk an executed copy of each contract related to the Work. If any such work is abandoned, or performed in violation of this Agreement or of the contract therefore, then the Developer shall promptly and aggressively act to cause the work to be completed properly and within the times for completion established in **Exhibit D-1** (with respect to

the Site Preparation Work) and **Exhibit D-2** (with respect to the Utility Work), subject to Section 4 herein.

C. **Engineering Services.** The Developer shall provide, at its expense, all engineering services for the design and construction of the Work, including full inspection services of a professional resident engineer responsible for overseeing the construction of the Work. The Developer shall promptly provide the Village with the name of such resident engineer and a telephone number or numbers at which such resident engineer can be reached.

D. **Village Inspections and Approvals.** All Work shall be subject to inspection and approval by Village representatives at all times.

E. **Other Approvals.** Where the construction and installation of any improvement requires the consent, permission or approval of any public agency or private party, the Developer shall promptly file all applications, enter into all agreements, post all security, pay all fees and costs, and otherwise take all steps that may be required to obtain such consent, permission or approval. At all times during the construction of the Work and approval and, where appropriate, acceptance thereof by the Village, the Developer shall keep the Northgate Parkway right of way clean, in a safe condition and accessible for all vehicular traffic.

4. **Schedule.** The Work shall be completed by the Developer and made ready for inspection, approval and, where appropriate, acceptance by the Village, which acceptance shall not be unreasonably denied or cause delays, pursuant to **Exhibit D-1** (with respect to the Site Preparation Work) and **Exhibit D-2** (with respect to the Utility Work), and contracts for such work shall be entered into by the Developer, in accordance with the schedule established in **Exhibit D-1** (with respect to the Site Preparation Work) and **Exhibit D-2** (with respect to the Utility Work). The applicable Developer shall be allowed extensions of time beyond the completion dates set forth in

Exhibit D-1 (with respect to the Site Preparation Work) and **Exhibit D-2** (with respect to the Utility Work) only for unavoidable delay caused by strikes, lockouts, acts of God or other factors beyond the reasonable control and ability to remedy of the Developer or any agent or contractor hired by, or on behalf of, the Developer provided, however, that no extension of time shall be allowed for any delay caused by weather conditions unless such weather conditions are abnormal considering the time of year and the particular locality involved. The Developer shall, within two business days after any unavoidable delay commences and again within two business days after such delay terminates, give notice to the Village for its review and approval of such delay, the cause for such delay, the period or anticipated period of such delay and the steps taken by the Developer to mitigate the effects of such delay. Any failure of the Developer to properly give such notice shall be deemed a waiver of any right to an extension of time for any such delay.

5. Dedication and Maintenance of Utility Work.

A. Final Inspection and Approval of the Utility Work. The Developer shall notify the Village when it believes that any or all of the Utility Work has been fully and properly completed and shall request final inspection, approval and acceptance of the Utility Work by the Village. Such notice and request shall be accompanied by the “as-built” or “record” drawings. Upon receipt of such notice, the Village shall inspect the Utility Work and, if necessary, prepare a punch list of items requiring repair or correction pursuant to the approved drawings. The Developer shall promptly make all necessary repairs and corrections as specified on the punch list. The Village shall not be required to approve or accept any portion of the Utility Work, including all punch list items, have been fully and properly completed.

B. Dedication and Acceptance of Specified Utility Work. Upon completion and approval of the Utility Work, the Developer shall dedicate the Utility Work to the Village. No improvement shall be accepted by the Village except by a resolution duly

adopted by the President and Board of Trustees of the Village of Wheeling specifying with particularity the improvement comprising the Utility Work being accepted which acceptance shall not be unreasonably withheld.

C. Developer Maintenance of Specified Site Preparation Work. The Developer shall, at its sole cost and expense, maintain the Site Preparation Work, in accordance with the terms of this License Agreement and Wheeling Village Code standards, at all times. In the event the Village determines, in its sole and absolute discretion, that the Developer is not adequately maintaining or has not adequately maintained any part of the Site Preparation Work in accordance with this License Agreement or Wheeling Village Code standards, the Village may, after 30 days' prior written notice to the Developer, require immediate compliance for maintenance provided notice of demand is not unreasonable. In the event that the Village shall cause to be performed any work pursuant to their notice after such 30 day notice to Developer, the Village shall have the right to draw from the performance securities deposited pursuant to Section 13 of this Agreement, as well as the right to demand payment directly from the Developer, based on costs actually incurred, an amount of money sufficient to defray the entire cost of such work, including reasonable legal fees and administrative expenses. The Developer shall, upon demand by the Village, pay such amount to the Village.

6. “As-Built” or “Record” Drawings and Specifications of the Utility Work.

The Developer shall, not later than the time it gives the notice of completion and request for approval and acceptance required pursuant to Subsection 5B above, provide to the Village, three sets of “as-built” or “record” drawings and specifications for all Utility Work, including one set on a reproducible mylar. Such “as-built” or “record” drawings and specifications shall depict every improvement as built and shall include all final

dimensions, elevations and calculations necessary to fully describe the Utility Work and to establish their compliance with all applicable standards and requirements.

7. Transfer of Ownership of the Utility Work and Easements to the Village.

Upon the approval of, and prior to the acceptance of, the Utility Work to be accepted by the Village pursuant to Subsection 5B above, the Developer shall execute, or cause to be executed, such documents as the Village shall request to transfer ownership of such Utility Work to, and to evidence ownership of such Utility Work by, the Village, free and clear of all liens, claims, encumbrances, and restrictions unless otherwise approved by the Village in writing. The Developer shall, at the same time, grant, or cause to be granted, to the Village all such easements or other property rights as the Village may require to install, operate, maintain, service, repair and replace the Utility Work which have not previously been granted to the Village, free and clear of all liens, claims, encumbrances and restrictions unless otherwise approved by the Village in writing.

8. Two Year Guaranty of Utility Work. The Developer hereby guarantees the prompt and satisfactory correction of all defects and deficiencies in the Utility Work, including without limitation any landscaping installed by the Developer on public lands or within public rights-of-way or easements, that occur or become evidence within two years after approval and acceptance of the Utility Work by the Village pursuant to 5B above. If any such defect or deficiency occurs or becomes evident during such period, then the Developer shall, within thirty (30) days, weather permitting, after written demand from the Village to do so, correct it or cause it to be corrected.

In the event any improvement is repaired or replaced pursuant to such a demand, the Guaranty provided by this Section 8 shall be extended, as to such repair or replacement, for the longer of (1) the initial two-year guaranty period, or (i) one full year from the date of repair or replacement.

9. **Duty to Restore Property and Utilities.** If the Developer fails to diligently pursue all construction and installation of the Utility Work to completion with the time periods prescribed in **Exhibit D-2**, subject to the terms of Section 4 hereof and after the applicable notice and cure period provided for in Section 19A below, then the Village, in its sole discretion and in writing, may demand that the Developer cease all Utility Work, and, within 60 days after receipt of such a demand from the Village, Developer shall cause all operating utilities that existed prior to the commencement of the Utility Work to be restored and left in working order to substantially the same condition as existed prior to commencement of the Utility Work. Once the Village demands that all utility work be ceased pursuant to this paragraph, the Village shall no longer have an obligation to reimburse the Developer for further Utility Work undertaken. .

10. **Village Rights to Complete Work.** If the Developer fails or refuses to diligently pursue all construction and installation of the Work a to completion within the reasonable time periods prescribed in **Exhibit D-1** (with respect to the Site Preparation Work) and **Exhibit D-2** (with respect to the Utility Work), subject to the terms of Section 4 herein; or to correct any defect or deficiency as required pursuant to Subsection 8 above; or to remove or restore any utilities at the Property as required pursuant to Subsection 9 above, after the applicable notice and cure period provided for in Section 19A below, then the Village shall have the right, at the Village's option, to complete such construction and installation, to correct such defect or deficiency or to restore utility service to the Property, using either its own forces or contractors hired for that purpose. The Village shall have the right to draw from the performance securities deposited pursuant to Section 13 of this Agreement, as well as the right to demand payment directly from the Developer, based on costs actually incurred and the Village's estimates of costs to be incurred, an amount of money sufficient to defray the entire cost of the

Work, including reasonable legal fees and administrative expenses. The Developer shall, upon demand by the Village, pay such amount to the Village.

11. Mechanic's Liens. The Developer will not permit the Property to become subject to any mechanics', laborers' or materialmen's lien on account of labor or material furnished to the Developer in connection with work of any character performed on the Property by or at the direction or sufferance of the Developer. In the event such a lien is filed against the Property then the Developer shall contest the lien and cause it to be promptly discharged. If the Developer does not contest the lien and cause it to be discharged within sixty days after written notice from the Village, then the Village may, at its election (but shall not be required to do so) remove or discharge such lien or claim for lien (with the right in its discretion to settle or compromise the same) and any amounts advanced by the Village for such purposes shall be due from the Developer to the Village within thirty (30) days after any such payment by the Village.

Notice is hereby given that the Village shall not be liable for any labor or materials or services furnished or to be furnished to the Developer upon credit, and that no mechanics or other lien for any such labor, materials or services shall attach to or affect the fee or interest of Village in the Property or in this License Agreement.

12. Hold Harmless and Indemnification. The Village assumes no responsibility or liability for bodily injuries or for damage to or destruction, loss or theft of property, in connection with or relating directly or indirectly to the construction activities undertaken by or on behalf of the Developer on the Property or the conduct of the Developer's activities on the Property. The Developer hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials and its employees and their respective agents, officers, directors, managers, employees, volunteers or attorneys (all of said parties are, for the purposes of this Section 12 individually and collectively referred to as "Indemnitees") against and from all claims, liabilities, and expenses

(including reasonable attorneys' fees) or demands for injury or death to any person or persons from any cause relating to the Developer's activities conducted on the Property. The Developer further agrees that if in any case the waiver and hold harmless provisions of this License Agreement are declared invalid, the Village shall have the full benefit of any insurance effected by the Developer upon the Property and against the hazard involved; and the Developer agrees that all such insurance shall be so written that the insurer shall have no claim or recourse of any kind whatsoever against the Village in connection therewith.

The Developer assumes no responsibility or liability for bodily injuries or for damage to or destruction, loss or theft of property, in connection with or relating directly or indirectly to the conduct of the Village's activities on the Property. The Village hereby agrees to defend, indemnify and hold harmless the Developer, its elected and appointed officials and its employees and their respective agents, officers, directors, managers, employees, volunteers or attorneys (all of said parties are, for the purposes of this Section 12 individually and collectively referred to as "Indemnitees") against and from all claims, liabilities, and expenses (including reasonable attorneys' fees) or demands for injury or death to any person or persons from any cause relating to the Village's activities conducted on the Property. The Village further agrees that if in any case the waiver and hold harmless provisions of this License Agreement are declared invalid, the Developer shall have the full benefit of any insurance effected by the Village upon the Property and against the hazard involved; and the Village agrees that all such insurance shall be so written that the insurer shall have no claim or recourse of any kind whatsoever against the Developer in connection therewith.

13. Performance Security.

A. Construction Escrow. As security to the Village for the performance by the Developer of the Developer's obligations (1) to construct and complete the Site

Preparation Work pursuant to and in accordance with this Agreement, (2) to pay all Village fees, costs and expenses due from the Developer pursuant to this Agreement, (3) to maintain and repair streets, sidewalks and other public property pursuant to this Agreement, (4) to restore the Property to its original condition or utilities pursuant to Subsection 9 of this Agreement, and (5) to otherwise faithfully perform its undertakings pursuant to this Agreement, the Developer shall, as a condition precedent to the effectiveness of the Village resolution approving the Site Development Work, deposit with a bank acceptable to the Village and the Developer, and insured by the Federal Deposit Insurance Corporation, funds (the "Escrow"), in a total amount equal to the sum of 125 percent of the cost estimate on Exhibit C-1 or Seven Hundred Fourteen Thousand Thirty Three Dollars and 00/100 (\$714,033.00). The Escrow shall, at all times until released or reduced as provided below, be maintained at not less than 10 percent of the total deposit required by the preceding sentence. The Developer may withdraw funds from the Escrow to pay contractors as the Work is completed and approved by the Village. The Village shall authorize the release of the Escrow to Developer when all Work is completed to the Village's satisfaction.

B. Form of Escrow. The form and terms of the escrow agreement for the Escrow shall be mutually agreed upon by and between the Village and Developer, and shall provide that (1) the Escrow may be drawn on by the Village (without the consent of the Developer) after thirty (30) days prior written notice has been provided to Developer based upon the Village Engineer's certification that the Developer has failed to fulfill any of the obligations for which the Escrow is security and such obligations have not been fulfilled within such thirty-day period (or longer cure period provided for in Section 19A below); and (2) it shall not be canceled without the prior written consent of the Village.

C. Replenishment of Escrow. If at any time the Village determines that the funds remaining in the Escrow are not, or may not be, sufficient to pay in full the

remaining unpaid cost of all Site Preparation Work and all unpaid or reasonably anticipated Village fees, costs and expenses, then within ten (10) business days following a demand by the Village, the Developer shall increase the amount of the Escrow to an amount determined by the Village to be sufficient to pay such unpaid fees, costs and expenses.

D. Use of Funds in the Event of Breach of Agreement. If the Developer fails or refuses to complete the Site Preparation Work in accordance with this Agreement, or fails or refuses to correct any defect or deficiency in the Utility Work as required by this Agreement, or fails or refuses to restore the utilities in accordance with a demand made pursuant to Subsection 9 of this Agreement, or fails or refuses to pay immediately any amount demanded by the Village pursuant to this Agreement, or in any other manner fails or refuses to meet fully any of its obligations under this Agreement (in each case after the applicable notice and cure period provided for in Section 19A below), then the Village may, in its discretion, may draw on and retain all or any of the funds remaining in the Escrow. The Village thereafter shall have the right to take any other action it deems reasonable and appropriate to mitigate the effects of such failure or refusal, and to reimburse itself from the Escrow for all of its actual costs and expenses, including reasonable legal fees and administrative expenses, resulting from or incurred as a result of the Developer's failure or refusal to fully meet its obligations under the Agreement. If the funds remaining in the Escrow are insufficient to repay fully the Village for all such costs and expenses, then the Developer shall, upon demand of the Village therefore, within ten (10) business days deposit with the Village such additional funds as the Village reasonably determines are necessary to fully repay such costs and expenses and to establish such cash reserve.

E. Payment and Performance Bonds. The Developer must furnish and pay for satisfactory Performance and Labor and Material Payment Bonds in the amount of one

hundred percent (100%) of the contract sum for the Utility Work. Said Bonds shall be in a form acceptable to the Village, shall be deposited with the Village at the time of execution of the Contract 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 completion of the work for a period of one (1) year to cover the one (1) year guaranty and maintenance period.

14. Damage to Public Property. The Developer shall keep the area of the Property under construction by Developer in a clean and safe condition at all times during the construction of the Work, which may include the use of certain barricades; shall keep the Northgate Parkway right of way clean, in a safe condition and accessible for all vehicular traffic; and shall repair any damage to any street, sidewalk or other public property that may be caused by the activities of the Developer or any agent of or contractor hired by, or on behalf of, the Developer.

15. Payment of Village Fees and Costs. In addition to any other costs, payments, fees, charges, contributions or dedications required by this Agreement, the Developer shall pay to the Village, as and when due, all application, inspection and permit fees, all water and sewer general and special connection fees, tap-on fees, charges and contributions, and all other fees, charges and contributions required by applicable Village codes, ordinances, resolutions, rules or regulations.

16. Insurance. The Developer agrees to provide and maintain, in addition to insurance as otherwise required hereunder, and at the Developer's sole cost, public liability insurance, general commercial liability insurance (including contractual liability arising under the indemnities contained herein) insuring the Developer against all claims, demands or actions for injury or death to one or more people in any one occurrence, in an amount of not less than Three Million Dollars (\$3,000,000.00), and for damage to property in an amount of not less than Three Million Dollars (\$3,000,000.00) made by or

on behalf of any person, firm or corporation, arising from, related to or connected with the conduct and operation of the Developer's construction or use of the Property.

The Village shall be named as an additional named insured as respects all coverage in the amount of Three Million Dollars (\$3,000,000.00) as required by the previous subparagraph. The Developer shall also maintain Worker's Compensation insurance if required by law, at its sole cost and expense. The Developer shall provide the Village with certificates of insurance showing the required coverages to be in effect promptly upon commencement of this License Agreement. All certificates shall provide for thirty (30) days' written notice to the Village prior to the cancellation of or a material change in any insurance coverages referred to therein. The Developer shall provide the Village with evidence that the required insurance is in effect.

17. Maintenance. The Developer shall be responsible for all maintenance responsibilities, duties and undertakings set forth in this License Agreement. Upon the commencement of construction of the Work, the Developer shall maintain or cause to be maintained the area of the Property under construction by Developer in a safe condition given its use as a construction site, such maintenance to include: (i) maintaining all paved surfaces and curbs within the Metra parking lot within the Property in a smooth and evenly-covered condition; (ii) periodic removal of all papers, debris, filth or refuse caused by the Work; (iii) maintaining and cleaning any directional signage or markers required or appropriate for the Work located on and within the Property; (iv) keeping the paved roadway and curb-cuts within the Property accessible for all vehicular traffic; and (v) maintain features of the Metra Parking lot, such as lighting, pay boxes, and parking stall numbering, in a manner as agreed upon by the Village; all of the foregoing to the extent necessary to keep the Property in a clean, safe and orderly condition given its use as a construction site. The Village does hereby grant and convey to the Developer a non-exclusive license to maintain the area of the Property under construction by

Developer. The Developer shall cause snow to be removed from the affected portions of Northgate Parkway, the commuter parking lot, and associated drive aisles should the Village determine that its typical snow removal practices are substantially impeded by the ongoing construction work.

18. Subletting and Assignment. The Developer shall not sublease, assign or otherwise allow any other entity or party to use the Property, or any portion thereof, without the prior written consent of the Village, in its sole discretion.

19. Remedies and Enforcement.

A. **All Legal and Equitable Remedies Available.** In the event of a breach by the Developer of any of the terms, covenants, restrictions or conditions hereof, the Village shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including termination of the license, payment of any amounts due and/or specific performance, subject to the following cure provisions. In the event of a breach by the Developer, the Village shall give written notice thereof to the Developer, and if the Developer fails to cure or otherwise eliminate the cause of such breach within thirty (30) days of such notice, or fails to commence and diligently pursue cure of such breach within thirty (30) days of such notice, if the breach is of a type which could not reasonably be expected to be cured within thirty (30) days of such notice, or if the breach is not cured within ninety (90) days after the commencement of a cure, then the Village may cure the breach and recover the actual and necessary cost of effecting such cure from the Developer within thirty (30) days of demand therefor together with a detailed accounting of such costs, or declare this Agreement terminated and may thereafter re-enter the Property and take possession thereof pursuant to law.

B. **Self-Help.** In addition to all other remedies available at law or in equity, upon the failure of the Developer to cure a breach of this License Agreement within thirty

(30) days following written notice thereof by the Village (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the Developer commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), the Village shall have the right but not the duty to perform such obligation contained in this License Agreement on behalf of the Developer and be reimbursed by the Developer as work progresses, within thirty (30) days after delivering written demand and invoice(s) for reimbursable expenses to the Developer, for the reasonable costs thereof. Notwithstanding anything to the contrary contained herein, in the event of an emergency, the Village shall have the right but not the duty to immediately cure the same and be reimbursed by the Developer upon demand for the reasonable cost thereof.

C. **Remedies Cumulative.** The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

D. **Term.** The license, covenants, conditions and restrictions contained in this License Agreement shall be effective commencing on the date of execution of this License Agreement and shall remain in full force and effect thereafter until the earlier of (i) twelve (12) months after the date of this License Agreement, or (ii) the conveyance of the Property by the Village to the Developer, unless this License Agreement is modified or amended by the written consent of all the Parties to this License Agreement or unless this License Agreement is canceled or terminated by the Village pursuant to the terms herein.

E. **Failure to Meet Obligations of RDA.** If the Site Preparation Work is not completed in accordance with the Schedule set forth in Exhibit D, if requested by the Village, the Developer shall place the Property back into the condition that existed prior to this License Agreement with the exception of the removal of the installation of the Village 10" water main and the Village 72" storm sewer installation, which shall both

remain. If the Developer fails to do honor the Village's requests hereunder the Village may use the Construction Escrow as funding for the completion of such work.

20. Miscellaneous.

A. Amendment. The provisions of this License Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all Parties to this License Agreement, evidenced by a document that has been fully executed and acknowledged by all Parties.

B. No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

C. No Agency. Nothing in this License Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

D. Covenants to Run with Land. It is intended that each of the covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

E. Severability. Each provision of this License Agreement and the application thereof to the Property is hereby declared to be independent of and severable from the remainder of this License Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this License

Agreement. In the event the validity or enforceability of any provision of this License Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared.

F. Time of Essence. Time is of the essence of this License Agreement.

G. Entire Agreement. This License Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

H. Notices. All notices hereunder shall be in writing and sent by United States certified or registered mail, return receipt requested and postage prepaid, by facsimile (so long as followed by delivery of a copy of the notice by U.S. First Class Mail) or by nationally recognized overnight courier (e.g. - Federal Express, UPS), addressed, as follows, and shall be deemed received upon delivery or attempted delivery;

If to Developer:

WTC LLC
740 Waukegan Road
Suite 310
Deerfield, IL 60014
Attn: Brad Friedman

with a copy to:

200

WTC LLC
c/o The Lynmark Group
Four Executive Boulevard – Suite

Suffern, NY 10901
Attn: Josh Goldstein

and

200

WTC LLC
c/o The Lynmark Group
Four Executive Boulevard – Suite

Suffern, NY 10901
Attn: Lucile Falcone

and

Levenfeld Pearlstein, LLC

2 N. LaSalle Street, Suite 1300
Chicago, IL 60602
Attn: Blake Schulman and Tom

Jaros

If to Village:

Village of Wheeling
2 Community Blvd.
Wheeling, IL 60090
Attn: Village Manager
Fax: (847) 459-9692

with a copy to:

Klein, Thorpe and Jenkins. Ltd.
20 N Wacker Drive, Suite
1660
Chicago, IL 60606
Attn: James V. Ferolo
Fax: (312) 606-7077

I. **Governing Law.** The laws of the State of Illinois shall govern the interpretation, validity, performance, and enforcement of this License Agreement.

J. **Counterpart Execution.** This License Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall be one and the same document.

K. **Surrender.** In the event of the termination of this License Agreement pursuant to the terms hereunder, whether upon the expiration of the Term above or termination by the Village, the Village shall, thereupon, be and become the absolute owner of and vested with full title to and ownership of the Developer's Work, free and clear of all rights or claims of the Developer and all persons hereafter claiming by, through or under the Developer. When the Developer surrenders the Property to the Village, the Developer agrees to satisfy or have satisfied, all liens or encumbrances placed on its interests in the Property by the actions of the Developer. Title to the Developer's Work shall automatically vest in the Village in the event of a termination of this License Agreement and without the necessity for the execution or delivery by the Developer of any instrument transferring title.

L. Termination: Rights of Developer. The Developer shall have the right to terminate this License Agreement at any time prior to commencement of construction on the Property upon at least ten (10) days' prior written notice to the Village. Notwithstanding the foregoing, once construction of any kind has commenced on the Property, the Developer shall only have the right to terminate this License Agreement after all construction is completed, including installation of any required landscaping, and after at least ten (10) days' prior written notice to the Village or at the option of the Developer, the Developer may terminate this License Agreement after construction is commenced but prior to completion if the Developer removes any Site Preparation Work requested to be removed by the Village and returns Lot 2 to the Village in a safe condition and at least as good of a condition that existed prior to the commencement of construction.

**[Remainder of Page Left Intentionally Blank.
Signature Page Follows.]**

IN WITNESS WHEREOF, the undersigned have caused their respective authorized signatures to be affixed hereto as of the dates written adjacent to such signatures.

VILLAGE:

DEVELOPER:

VILLAGE OF WHEELING, an Illinois
municipal corporation

WTC LLC, an Illinois limited liability
company

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

ATTEST:

ATTEST:

Village Clerk

ACKNOWLEDGMENTS

State of Illinois)
) SS
County of Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Dean Argiris personally known to me to be the Village President of the Village of Wheeling, and Elaine Simpson, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Village President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Village Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2016.

Notary Public

State of Illinois)) SS
County of _____)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of _____, and _____, personally known to me to be the _____ of said Illinois _____, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _____ and _____, they signed and delivered the said instrument and caused the corporate seal of said Illinois _____ to be affixed thereto, pursuant to authority given by the Members of said Illinois _____, as their free and voluntary act, and as the free and voluntary act and deed of said Illinois _____, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2016.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Common Address: 351 W. Dundee Road, Wheeling, IL

PIN:

EXHIBIT B

PRELIMINARY PUD ORDINANCE

See attached.

ORDINANCE NO. 4991

**An Ordinance Granting Preliminary Planned Unit Development,
Special Use-Site Plan Approval for
The Wheeling Town Center Retail and Residential Planned Unit Development
(351 W. Dundee Road)**

WHEREAS, the Plan Commission of the Village of Wheeling held a public meeting, duly noticed, on November 12, 2015, continued to November 19, 2015, continued to December 17, 2015, and continued to January 14, 2016 to consider a request for Preliminary Planned Unit Development, Special Use, Site Plan, and Building Appearance Approval under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-05, Mixed Use and Overlay Districts; Chapter 19-09 Planned Unit Developments; Chapter 19-10 Use Regulations; and Chapter 19-12 Site Plan Approval Requirements, and associated sections, for the development of the Wheeling Town Center Development, to be located on the vacant parcel at 351 W. Dundee Road (former Wickes Furniture), the commuter parking to the east of the Wheeling Metra Station, and the existing right-of-way of Northgate Parkway, all of which is zoned MXT Transit Oriented Mixed Use District; 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, with the motion recommending approval subject to conditions that passed by a vote of 6 ayes, 0 nays, 1 absent and 0 abstain; 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 for preliminary planned unit development, special use, site plan, and building appearance approval for the development of the property located on the vacant parcel at 351 W. Dundee Road (former Wickes Furniture), the commuter parking for the Wheeling Metra Station, and the existing right-of-way of Northgate Parkway, 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 that 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 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 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 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;
- 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
- That 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.

Section B

A Preliminary Planned Unit Development Plan in the MXT Transit-Oriented Mixed-Use District is hereby approved under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-09 Planned Unit Developments, for a development as shown on Sheet A-100, Site Plan, last revised December 31, 2015, prepared by RTKL Associates, Inc., on behalf of WTC, LLC, herein attached and made part of, to be located on the vacant property commonly known as 351 W. Dundee Road, legally described below:

LEGAL DESCRIPTION:

THAT PART OF SECTIONS 2, 3, 10 AND 11, TOGETHER WITH LOT 1 IN WICKES CORPORATION SUBDIVISION RECORDED MAY 31, 1972 AS DOCUMENT NO. 21920696 AND CORRECTED BY CERTIFICATE OF CORRECTION RECORDED MARCH 30, 1976 AS DOCUMENT NO. 23433201, TOGETHER WITH LOT 21N OWNER'S SUBDIVISION OF THAT PART OF SECTION 3 LYING SOUTH OF DUNDEE ROAD AND THE NORTH 475.0 FEET OF SECTION 10 RECORDED AUGUST 9, 1912 AS DOCUMENT NUMBER 7604075, TOGETHER WITH THAT PART OF THE PUBLIC RIGHT OF WAY COMMONLY KNOWN AS NORTHGATE PARKWAY LYING IN SECTIONS 2, 3, 10 AND 11, TOGETHER WITH THAT PART OF THE MINNEAPOLIS, ST. PAUL & SAULT STE. MARIE RAILROAD LYING IN SECTION 10 AND 11, ALL IN TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH EAST CORNER OF LOT 1 IN WICKES CORPORATION SUBDIVISION, AFORESAID; THENCE SOUTH 00°12'27"

WEST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 1102.77 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 88°18'44" WEST ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 393.88 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 18°18'21" WEST ALONG A SOUTHWESTERLY LINE OF SAID LOT 1 AND THE NORTHWESTERLY EXTENSION THEREOF A DISTANCE OF 256.25 FEET TO THE EAST LINE OF THE 33.00 FOOT WIDE NORTHGATE PARKWAY; THENCE SOUTH 00°11'53" WEST ALONG THE EAST LINE OF SAID NORTHGATE PARKWAY 158.91 FEET TO THE NORTHEASTERLY LINE OF THE MINNEAPOLIS, ST. PAUL & SAULT STE. MARIE RAILROAD; THENCE NORTH 18°18'25" WEST ALONG SAID NORTHEASTERLY LINE 59.48 FEET; THENCE SOUTH 71 °41'35" WEST 76.50 FEET; THENCE NORTH 18°18'25" WEST PARALLEL WITH THE NORTHEASTERLY LINE OF THE MINNEAPOLIS, ST. PAUL & SAULT STE. MARIE RAILROAD 856.58 FEET TO ITS POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 2 IN OWNER'S SUBDIVISION, AFORESAID; THENCE NORTH 89°51'41" EAST ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 305.30 FEET TO THE NORTHEAST CORNER THEREOF BEING ALSO THE SOUTHEAST CORNER OF LOT 1 IN SAID OWNER'S SUBDIVISION; THENCE NORTH 00°20'40" EAST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 167.74 FEET TO THE SOUTH LINE OF THE 100 FOOT WIDE DUNDEE ROAD; THENCE NORTH 88°17'46" EAST ALONG THE SOUTH LINE OF SAID DUNDEE ROAD AND THE NORTH LINE OF SAID LOT 1 IN WICKES CORPORATION SUBDIVISION 533.04 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

(The above described property consists of the vacant parcel at 351 W. Dundee Road (former Wickes Furniture), the commuter parking to the east of the Wheeling Metra Station, and the existing right-of-way of Northgate Parkway, and is zoned MXT Transit-Oriented Mixed-Use District.)

Section C

A Special Use is hereby granted under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-05, Mixed Use and Overlay Districts; and Chapter 19-10 Use Regulations, Section 19.10.030 Special Uses; for a Planned Unit Development, subject to conditions, as shown on the Preliminary Planned Unit Development Plan for the property legally described in Section B of this ordinance.

Section D

Preliminary Site Plan, Landscape and Building Elevation Approval is hereby granted under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-09 Planned Unit Developments, and as approved the site shall be developed substantially in conformance with the following plans/exhibits submitted December 31, 2015, except as

noted, by WTC LLC, for the development of the parcels legally described in Section B of this ordinance:

- Preliminary PUD Updates and Narrative
- PUD Stat Sheet and Preliminary Variations
- Shared Parking Study Update
- Traffic Study Update
- Site Survey
- Parking Deck Study
- Monument Sign Visual Representation
- Response to Design Standards for Planned Unit Developments
- Response to Zoning Variation Standards – Landscape & Trees
- Response to Zoning Variation Standards – Minimum Floor Area
- Response to Zoning Variation Standards – Open Space
- Response to Zoning Variation Standards – Parking Stall Size
- Response to Zoning Variation Standards – Parking Count
- Response to Zoning Variation Standards – Sign Location
- A-000 Cover Sheet
- A-012 Signage Location Plan
- A-100 Architectural Site Plan
- A-111 Residential Level 1 Floor Plan
- A-112 Residential Level 2 Floor Plan
- A-113 Residential Level 3-5 Floor Plan
- A-116 Residential Roof Plan
- A-201 Residential Exterior Elevations
- A-202 Residential Exterior Elevations
- A-210 Flix Exterior Elevations
- A-211 Flix Exterior Elevations
- C-0.1 Notes & Legends
- C-1.1 Site Demolition Plan (North)
- C-1.2 Site Demolition Plan (South)
- C-2.1 Site Geometry Plan (North)
- C-2.2 Site Geometry Plan (South)
- C-3.1 Site Utility Plan (North)
- C-3.2 Site Utility Plan (South)
- C-4.1 Site Grading/Paving Plan (North)
- C-4.2 Site Grading/Paving Plan (South)
- C-5.1 Sitework Details
- C-5.2 Sitework Details
- CX-1.1 Fire Truck Movement
- L0.0 Existing Conditions Plan
- L1.1 General Landscape Plan
- L1.2 Sample Landscape Plan
- L2.1 Village Green Enlargement

- L2.2 Northgate Parkway Section
- L2.3 Plant Palette
- E-100.C Site Lighting Plan
- E-100.D Site Photometric Plan
- Snow Removal Plan, 1.14.2016
- Construction Phasing Plans (5 sheets), 1.14.2016

Section E

The Preliminary Planned Unit Development, Special Use, Site Plan and Building Appearance Approval granted in Sections B, C, and D of this ordinance are subject to the following conditions:

1. That reductions in parking, landscaping, building square footage, and walkways are anticipated in order to demonstrate proper accommodations for larger vehicles and utilities. The Final PUD plan shall clearly document the extent of these reductions. The utility plans shall be revised to the satisfaction of the Engineering Division and the Fire Department prior to Final PUD approval;
2. That the Final PUD submittal shall include an exhibit summarizing all of the agreements associated with the development, including but not limited to: easement for use of the Metra parcel, extension of the Station Area Development agreement, Park District roadway modification, Park District utility relocation easement, maintenance of roadways and parking areas, easements related to Burger King modifications and access, pipeline relocation agreement, and declarations associated with common property maintenance;
3. That a temporary construction easement shall be agreed upon by Burger King in order to construct the 5 parking stalls directly east of Burger King. If Burger King does not agree at present time, then the area may be landbanked for future construction of parking;
4. That the Preliminary Plat shall be submitted with the Final PUD submittal for Phase I, and include the following details:
 - a. That all paved areas and miscellaneous improvements such as street lights, sidewalks, ADA crossings, signage, etc. within the property boundary shall be owned and maintained by the development, unless specifically addressed in the redevelopment agreement for the project;
 - b. That the sanitary sewer system within the property boundary shall be owned and maintained by the development;
 - c. The storm sewer system/facilities within the property boundary shall be owned and maintained by the development with the exception of the large diameter regional pipe that will connect Lake Heritage and the future development on the north side of Dundee Road; and
 - d. That all watermain shall be owned and maintained by the Village, with service connections from the main to the building owned and maintained by the development.

Section F

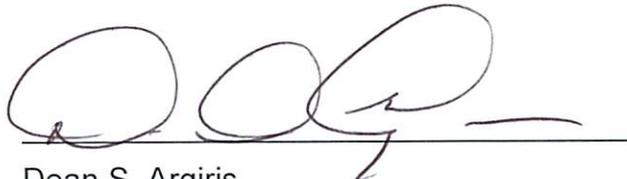
All ordinances or parts of ordinances that are in conflict herewith are hereby repealed.

Section G

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

Trustee Lang moved, seconded by Trustee Vogel,
that Ordinance No. 4991 be passed, this 1st day of February, 2016.

President Argiris <u>Aye</u>	Trustee Lang <u>Aye</u>
Trustee Brady <u>Aye</u>	Trustee Papantos <u>Aye</u>
Trustee Krueger <u>Aye</u>	Trustee Vito <u>Aye</u>
Trustee Vogel <u>Aye</u>	


Dean S. Argiris
Village President

ATTEST:


Elaine E. Simpson, Village Clerk



APPROVED AS TO FORM ONLY:


Village Attorney

PUBLISHED in pamphlet form this 2nd day of February, 2016, by order of the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

VILLAGE OF WHEELING

ORDINANCE NO. 4991

**AN ORDINANCE GRANTING PRELIMINARY PLANNED UNIT DEVELOPMENT,
SPECIAL USE – SITE PLAN APPROVAL FOR THE WHEELING TOWN CENTER
DEVELOPMENT, 351 W. DUNDEE ROAD [DOCKET NO. 2015-5]**

**APPROVED BY THE CORPORATE AUTHORITIES OF THE VILLAGE OF
WHEELING THIS 1ST DAY OF FEBRUARY 2016**

Published in pamphlet form by authority of the Corporate Authorities of the Village of
Wheeling, Cook and Lake Counties, Illinois, this 2nd day of February 2016

EXHIBIT C-1

SITE PREPARATION WORK WITH ESTIMATED COSTS

See attached.

						Date: 09/08/16	
Wheeling Town Center - Preparatory Site Work							
Code	Description	Quantity	Unit	Unit Cost	Total	Division Totals	Comments
1000	GENERAL CONDITIONS	1	LS	\$ 110,950.00	\$ 110,950	\$ 35,362	Apportioned with Village Work
1000	WINTER CONDITIONS	-	LS	\$ -	\$ -	\$ -	
1000	GENERAL REQUIREMENTS					\$ 20,717	Apportioned with Village Work
1164	Permits	-	FBO	\$ -	\$ -		
1052	Engineering Survey/Layout	1	LS	\$ 15,000.00	\$ 15,000		
1104	Stone Access Roads & Staging Area	10,000	SF	\$ 1.25	\$ 12,500		
1352	Quality Control Testing Service	-	FBO	\$ -	\$ -		
1110	Temporary Fencing	5,000	LF	\$ 6.50	\$ 32,500		
1456	Temporary Barricades / Traffic Control	1	Allow	\$ 5,000.00	\$ 5,000		
2000	SITE WORK COSTS					\$ 163,063	
2050	Building Foundation Demo	1	LS	\$ 50,000.00	\$ 50,000		
2220	Earthwork (SWPPP Stripping Topsoil)	1	LS	\$ 88,063.00	\$ 88,063		
2222	Spoil Haul Off - Non-Haz Special Waste (CCDD)	-	CY	\$ 24.00	\$ -		
2240	Soil Stabilization / Undercutting Allowance	1	LS	\$ 25,000.00	\$ 25,000		
	Interim Metra Parking Improvements)					\$ 74,110	
2510	Light Repair Replacement for Pipeline work - (Allowance)	1	LS	\$ 15,000.00	\$ 15,000		
2515	Temp Asphalt for Pipeline work (Allowance)	3,300	SY	\$ 16.70	\$ 55,110		
2520	Striping of Lot	1	LS	\$ 4,000.00	\$ 4,000		
2550	Dry Utility work					\$ 126,000	
2555	Nicor Disconnect	1	LS	\$ 10,000.00	\$ 10,000		
2565	ComEd Conduits	1	LS	\$35,000	\$ 35,000		
2575	ComEd Relocation Costs (Allowance)	1	LS	\$55,000	\$ 55,000		
2585	AT&T Conduit Install	1	LS	\$26,000	\$ 26,000		
	TOTAL SITE COSTS				\$ 539,123		
17-001	GC Contingency	10.00%	%		\$53,912		
1702	GL Insurance	0.50%	%		\$ 2,696		
1704	Builder's Risk Insurance	0.30%	%		\$ 1,617		
1706	Bond	0.80%	%		\$ 4,313		
	OH&P	4.50%	%		\$ 24,261		
	Total Cost				\$ 625,922		
	Total Cost per Acre				\$ 33,030.17		

EXHIBIT C-2

UTILITY WORK WITH ESTIMATED COSTS

See attached.

						Date: 09/08/16	
Wheeling Town Center - Village Utility Work							
Code	Description	Quantity	Unit	Unit Cost	Total	Division Totals	Comments
1000	GENERAL CONDITIONS	1	LS	\$ 110,950.00	\$ 110,950	\$ 75,588	Apportioned with Prep Work
1000	WINTER CONDITIONS	-	LS	\$ -	\$ -	\$ -	
1000	GENERAL REQUIREMENTS					\$ 44,283	Apportioned with Prep Work
1164	Permits	-	FBO	\$ -	\$ -		
1052	Engineering Survey/Layout	1	LS	\$ 15,000.00	\$ 15,000		
1104	Stone Access Roads & Staging Area	10,000	SF	\$ 1.25	\$ 12,500		
1352	Quality Control Testing Service	-	FBO	\$ -	\$ -		
1110	Temporary Fencing	5,000	LF	\$ 6.50	\$ 32,500		
1456	Temporary Barricades / Traffic Control	1	Allow	\$ 5,000.00	\$ 5,000		
2000	Village Storm and Water Work					\$ 776,312	
2050	Demolition and Abandonment - Water	1	LS	\$ 24,950.00	\$ 24,950		
2220	Water Installation	1	LS	\$ 240,540.00	\$ 240,540		
2230	72" Storm Installation	1	LS	\$ 495,822.00	\$ 495,822		
2800	Landscape Restoration	1	LS	\$ 15,000.00	\$ 15,000		
TOTAL SITE COSTS					\$ 952,262		
17-001	GC Contingency	0.00%	%		\$ 0		
1702	GL Insurance	0.50%	%		\$ 4,761		
1704	Builder's Risk Insurance	0.30%	%		\$ 2,857		
1706	Bond	0.80%	%		\$ 7,618		
	OH&P	4.50%	%		\$ 42,852		
Total Cost					\$ 1,010,350		
Total Cost per Acre					\$ 53,316.62		
WTC LLC Soft Costs							
	Legal and Title				\$ 25,000		
	Architect and Engineering Fees				\$ 30,000		
	Testing and Inspections				\$ 17,500		
	Financing Fees				\$ 5,000		
	Insurance				\$ 6,500		
	Office Expense				\$ 2,500		
	Permits/Fees				\$ 20,000		
	Easements				\$ 38,000		
	Construction Loan Interest				\$ 42,000		
	Developer Overhead & Fee				\$ 60,000		
	Soft Cost Contingency				\$ 10,000		
	Total Soft Costs				\$ 256,500		
Grand Total					\$ 1,266,850		

EXHIBIT D-1

SITE PREPARATION WORK SCHEDULE

See attached.

