

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, Lynn Curiale, City Clerk of Wood Dale, Illinois DO HEREBY CERTIFY that as such City Clerk and keeper of the records, that the foregoing is a true and correct copy of Resolution **#R-23-79 A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND BEAR CONSTRUCTION FOR THE PUBLIC WORKS FITNESS & IT AREAS BUILDOUT IN AN AMOUNT NOT TO EXCEED \$47,000**
Passed by The City of Wood Dale, Du Page County, Illinois, IN WITNESS WHERE OF, I have hereunto subscribed my name and affixed the seal of the City of Wood Dale, this 21st day of December, 2023.



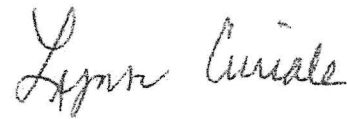
Lynn Curiale
Lynn Curiale, City Clerk

Resolution #R-23-79

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF
WOOD DALE AND BEAR CONSTRUCTION FOR THE PUBLIC WORKS
FITNESS & IT AREAS BUILDOUT IN AN AMOUNT NOT TO EXCEED \$47,000**

Passed: December 21, 2023
Published in Pamphlet Form: December 22, 2023

I, Lynn Curiale, as the City Clerk for the City of Wood Dale, hereby certify that the attached Resolution is a true and correct copy of **#R-23-79**
**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF
WOOD DALE AND BEAR CONSTRUCTION FOR THE PUBLIC WORKS
FITNESS & IT AREAS BUILDOUT IN AN AMOUNT NOT TO EXCEED \$47,000**
Passed and approved by the City Council of the City of Wood Dale on December 21, 2023 and hereby published in pamphlet on December 22, 2023.


Lynn Curiale, City Clerk



RESOLUTION NO. R-23-79

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND BEAR CONSTRUCTION FOR THE PUBLIC WORKS FITNESS & IT AREAS BUILDOUT IN AN AMOUNT NOT TO EXCEED \$47,000

WHEREAS, the City of Wood Dale (hereinafter referred to as the "City") is a duly organized and existing body politic and corporate governed by the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, and its own duly adopted Municipal Code; and

WHEREAS, the City is authorized and empowered under the Illinois Municipal Code, and its Ordinances adopted pursuant thereto, to enter into agreements and to contract for goods and services; and

WHEREAS, the Mayor and the City Council of the City seek to ensure that the City is run effectively and efficiently; and

WHEREAS, the Mayor and the City Council of the City, seeks the **BEAR CONSTRUCTION** for the **PUBLIC WORKS FITNESS & IT AREAS BUILDOUT**; and

WHEREAS, these services are necessary to maintain and promote an effective and efficient City Government; and

WHEREAS, after diligent review of the qualifications and services of **BEAR CONSTRUCTION**, the Mayor and the City Council find **BEAR CONSTRUCTION** is the most qualified firm to perform the duties sought by the City; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS CORPORATION, as follows:

SECTION 1: The recitals set forth above are incorporated herein and made a part hereof.

SECTION 2: The Mayor is authorized to execute said Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

SECTION 3: The City Manager, staff and/or the City Attorney shall take the steps necessary to put the terms and conditions of the Agreement into effect.

SECTION 4: That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

SECTION 5: 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.

PASSED this 21st day of December, 2023.

AYES: 8

NAYS: 0

ABSENT: 0

APPROVED this 21st day of December, 2023.

SIGNED: Annunziato Pulice
Annunziato Pulice, Mayor

ATTEST: Lynn Curiale
Lynn Curiale, City Clerk

**CITY OF WOOD DALE
PUBLIC WORKS FITNESS
CENTER & IT BUILDOUT**

CONTRACT

This CONTRACT, made and entered into this 21st day of December, 2023, by and between the CITY OF WOOD DALE, an Illinois municipal corporation (hereinafter “City”), and Bear Construction, an Illinois corporation (hereinafter “Contractor”);

RECITALS

WHEREAS, the City desires to engage the Contractor to provide (hereinafter “Work”), located within the corporate limits of the City of Wood Dale; and

WHEREAS, the Contractor represents itself to be in compliance with Illinois Statutes relating to all matters affecting its status as a corporation operating as a general contractor within the State of Illinois and to have the necessary expertise and experience to furnish such services for the Work upon the terms and conditions set forth herein below:

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is hereby agreed by and between the City and the Contractor that:

I. SCOPE OF SERVICES

The Scope of Services shall be as set forth in the budget letter and proposal dated October 23, 2023 prepared by the Contractor. Should there be a conflict in terms between this Contract and the other documents, which are a component part hereof, this Document shall control.

II. PERFORMANCE OF WORK

The Contractor shall perform all work, furnishing all materials and labor, and shall abide by the terms of this Contract and the requirements of the City. Contractor must complete, in its entirety, the project within 45 days, weather permitting, from the date the City provides Contractor with notice to proceed.

III. SITE ABANDONMENT

The Contractor shall prioritize this Project in accordance with the timeliness set forth in the Bid Specifications and the Contract. In no event shall the Contractor cease to perform work on this Project for a period of more than five (5) consecutive business days.

In the event that circumstances arise which require or warrant the Contractor ceasing

work on the Project for a period in excess of five (5) business days, the Contractor shall provide Notice to the City, with Notice to the Public Works Director and the Project Engineer. Said Notice shall provide the basis for the Contractor being unable to perform work on the Project for said period of time.

In the event that the basis for the delay is not acceptable to the City, the City shall so notify the Contractor immediately. In such case, the Contractor shall arrange to return to the Project immediately following any five (5) day absence.

Nothing herein is intended to or shall alter the Substantial Completion or Final Completion requirements set forth in the Contract. In addition, nothing herein is intended to or shall alter the Liquidated Damages provisions of the Contract.

IV. PAYMENT TO THE CONTRACTOR

For the Work, the Contractor shall be paid in accordance with the Proposal. The City shall make payments to the Contractor within 30 days after completion of the Work and upon receipt of an invoice in a format approved by the City.

This contract 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 Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

V. NO CO-PARTNERSHIP OR AGENCY

It is understood that nothing herein contained is intended or shall be construed to, in any respect, create or establish the relationship of co-partners between the City and the Contractor, or as constituting the Contractor as the general representative or general agent for the City for any purpose whatsoever.

VI. CONTRACT DOCUMENTS

It is further understood that this Contract consists of the following documents which are hereby made a part hereof: the Notice to Bidders, Instructions to Bidders, Specifications, Special Instructions, Special Provisions, Proposal, Performance Bond, Maintenance Bond, Anti-Collusion Affidavit of Compliance,

Americans with Disabilities Act of 1990 Certificate, Policy Against Sexual Harassment Certificate, Hold Harmless Agreement, Anti-bid Rigging Certificate, and Drug-free Workplace Certificate.

VII. MATERIALS AND LABOR/WORKMANSHIP WARRANTY

Upon completion of the Work, and satisfactory acceptance by the City, the Contractor will provide a written one (1) year warranty covering both parts and labor/workmanship. Warranty shall include, but is not limited by this provision, that any defective material(s) and/or defective installation or workmanship will be repaired and/or replaced by Contractor at no cost to the City. The City's preferred warranty template is attached to this document.

VIII. SEVERABILITY

The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

IX. HEADINGS

The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope or intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

X. MODIFICATION OR AMENDMENT

This Contract constitutes the entire contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof, or Change Order as herein provided.

XX. APPLICABLE LAW

This Contract shall be deemed to have been made in, and shall be construed in accordance with the laws of the 18th Judicial Circuit Court of DuPage County, State of Illinois.

XXI. NEWS RELEASES

The Contractor may not issue any news releases without prior approval from the City Manager nor will the Contractor make public proposals developed under this Contract without prior written approval from the City Manager prior to said documentation becoming a matter of public record.

XXII. COOPERATION WITH OTHER CONTRACTORS

The Contractor shall cooperate with any other Contractors in the City's employ or any matter associated with the Work.

XXIII. NOTICES

All notices, reports and documents required under this Contract shall be in writing and shall be mailed by first class mail, postage prepaid, addressed as follows:

If to City:
Jeffrey Mermuys
City Manager
404 N. Wood Dale Road
Wood Dale, Illinois 60191

With a copy to:
Lynn Curiale
City Clerk
404 N. Wood Dale Road
Wood Dale, Illinois 60191

If to Contractor: _____

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto on the date first above written.

CITY OF WOOD DALE:

Annunziato Pulice
Annunziato Pulice, Mayor

ATTEST:

Lynn Curiale
Lynn Curiale, City Clerk



CONTRACTOR: Bear Construction
Anthony Izz

By: _____
Its Vice President

ATTEST:

By Mark Holmes, Senior PM



October 23, 2023
Wood Dale Public Works
790 N. Central Ave.,
Wood Dale, IL 60191
Attn: Alan Lange

RE: Wood Dale Public Works Fitness Center & IT/Electrical Room Buildout

Mr. Lange,

BEAR Construction has visited the project site with the Wood Dale Public Works and agreed to the following scope of work and existing conditions. We are pleased to present the following scope of work and project budget based on our experience with the TIPS/RS Means Construction Task Catalog for your review.

Scope of Work

Pricing #1: Fitness Center

- Furnish and install new gypsum board wall assembly to the metal deck. Roughly 26'L x 12'H
- Cutout existing drywall, install wood blocking at TV location, patch/tape and paint wall.
- Finish tape, prime and paint new wall, both sides, to the deck.
- New 4" vinyl wall base is not included in this cost; it is included in the Alternate 1A below. If new 4" vinyl base is needed on the new wall as part of this project, please add \$750.00.
- Furnish and install new conduit and wiring for four (4) new dedicated receptacles to serve fitness equipment. Final location T.B.D. in the field but to be in new wall assembly.
- Furnish and install one (1) new receptacle for new TV location.
- ~~This pricing **excludes** new data / CAT6 for the TV location. If a new data / CAT6 run is required, please add \$3,500.00 to the overall project value.~~

The budgeted cost to complete the above scope of work is: **Twenty-Two Thousand Dollars, \$22,000.00**

~~**Alternate #1A: Athletic / Fitness Flooring**~~

- ~~• Furnish and install skim coat / floor prep prior to installation of new rubber athletic flooring.~~
- ~~• Furnish and install Roppe Recoil rubber athletic flooring - 1/2" thick, 4' wide rolls.~~
 - ~~○ New area to be roughly 55' x 25'~~
 - ~~○ See submittal / specification PDF.~~
- ~~• Furnish and install roughly 160 LF of new 4" vinyl wall base.~~

~~The budgeted cost to complete the above scope of work is: **Twenty-Six Thousand One Hundred Dollars, \$26,100.00**~~



Pricing #2: IT / Electrical Room Buildout

- Furnish and install new gypsum board wall assembly to build out IT / Electrical room on the Mezzanine.
- Furnish and install new acoustical ceiling tile and grid, roughly 9'H in the new room.
- Finish tape, prime and paint new wall, both sides, 12" above ceiling height.
- Furnish and install one (1) new hollow metal door frame, hollow metal door (with louver at the bottom), and hardware set (hinges and storeroom lockset).
- Furnish and install new 4" vinyl wall base, both sides of new wall.
- Furnish and install new conduit and wiring for new lighting in room.
- Furnish and install (2) new 2'x2' LEF light fixtures.
- Furnish and install (2) new receptacles and (1) light switch for new lighting.

The budgeted cost to complete the above scope of work is: **Twenty-Five Thousand Dollars, \$25,000.00**

Clarifications

- This proposal excludes any mechanical and/or plumbing work.
 - Note, new IT/Electrical room will need supply and return air for the space will get hot with the existing data rack. We've included a transfer grill in the new hollow metal door.
- This proposal excludes any furnishing and/or installing any TV brackets / TV's.
- This proposal excludes removal / relocation of any existing furniture.
- This proposal excludes furnishing and/or installing any fitness room equipment.
- This proposal excludes any permits or permit fees that may be required.
- This proposal excludes any engineering or design services or fees.
- This proposal excludes any OT or off-hour work.
- This proposal excludes the removal and/or disposal of any hazardous materials.
- This proposal only includes work indicated above.

Please review this proposal at your earliest convenience and contact us with any questions. BEAR Construction appreciates the opportunity to provide the above proposal. Please let us know if you have any questions.

Sincerely,
Mark Holmes
Senior Project Manager