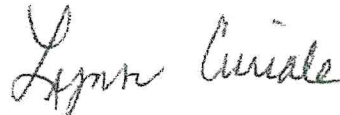


STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

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-24-02 A RESOLUTION APPROVING A PROPOSAL FROM MCDONAGH DEMOLITION FOR THE DEMOLITION OF 144 W COMMERCIAL STREET IN AN AMOUNT NOT TO EXCEED \$27,200**

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 18th day of January, 2024.



Lynn Curiale, City Clerk

SEAL



Resolution #R-24-02

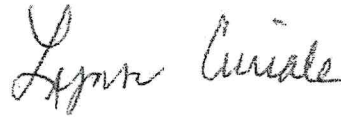
**A RESOLUTION APPROVING A PROPOSAL FROM MCDONAGH
DEMOLITION FOR THE DEMOLITION OF 144 W COMMERCIAL STREET
IN AN AMOUNT NOT TO EXCEED \$27,200**

Passed: January 18, 2024
Published in Pamphlet Form: January 19, 2024

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-24-02

**A RESOLUTION APPROVING A PROPOSAL FROM MCDONAGH
DEMOLITION FOR THE DEMOLITION OF 144 W COMMERCIAL STREET
IN AN AMOUNT NOT TO EXCEED \$27,200**

Passed and approved by the City Council of the City of Wood Dale on January 18, 2024 and hereby published in pamphlet on January 19, 2024.



Lynn Curiale, City Clerk



RESOLUTION NO. R-24-02

A RESOLUTION APPROVING A PROPOSAL FROM MCDONAGH DEMOLITION FOR THE DEMOLITION OF 144 W COMMERCIAL STREET IN AN AMOUNT NOT TO EXCEED \$27,200

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 **MCDONAGH DEMOLITION** for the **DEMOLITION OF 144 W COMMERCIAL STREET**; 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 **MCDONAGH DEMOLITION**, the Mayor and the City Council find **MCDONAGH DEMOLITION** 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 18th day of January, 2024.

AYES: 6

NAYS: 0

ABSENT: Alderman Jakob, Alderman Susmarski

APPROVED this 18th day of January, 2024.

SIGNED: Annunziato Pulice
Annunziato Pulice, Mayor

ATTEST: Lynn Curiale
Lynn Curiale, City Clerk



January 4, 2024

Mr. Alan Lange
City of Wood Dale
790 N. Central Ave.
Wood Dale, Illinois 60191

**RE: 144 W. Commercial Street - Structure Demolition
Wood Dale, Illinois**

Mr. Lange,

We are pleased to provide this proposal to complete the following scope of work at the above referenced project. Our price includes all union labor, equipment, materials, transportation, disposal, insurance and administration to complete the project in accordance with applicable codes and regulations.

Cost Proposal:

McDonagh's cost proposal is provided below and covers the following elements of this project:

- Complete demolition of the existing 1 story garage structure located at 144 W. Commercial Street in Wood Dale down to the top of slab. Slab & foundations are to remain
- Legally handle / dispose of hazardous / special wastes per the report by True North Consultants
- Install appropriate security fencing and erosion control measures as required
- Procure and pay for applicable county and state permits / notifications
- Remove, load, haul and legally dispose / recycle of all debris derived from this scope
- McDonagh will take title to all salvage as soon as the structures are turned over for demolition
- Mobilizations included: 1

Base Bid:	\$27,200.00
Alt. #1:	\$9,800.00
Remove slab & Fndts., backfill with stone	

Services To Be Provided By Others / Not Included in Base Bid:

1. Utility disconnections
2. Vibration monitoring or photographic survey of surrounding buildings.
3. Utility transformers or other utility equipment required to be removed for demolition work to be scheduled and removed by others prior to demolition.
4. Owner to close all utility accounts upon execution of this Agreement

General Conditions:

1. Payment and Performance Bonds are not included.
2. Pricing based on one mobilization. Additional mobilizations shall be at an additional cost.
3. This proposal shall be incorporated as an exhibit to any contract documents.
4. No permanent or temp. fence installation, removal or replacement
5. No Work outside the building footprints, except as noted
6. Temporary utilities or re-routing is not included.
7. No storm water management.
8. Additional engineering services are not included.
9. Pumping and dewatering are excluded.
10. Site restoration is not included.
11. The Demolition Contractor agrees to hold harmless the Owner, Architect, General Contractor, or their Agents, against damage to life or limb and property by reason of the negligence of the Demolition Contractor, in connection with this contract, and further agrees to carry Worker's Compensation, Employers' Liability Insurance, General Liability Insurance, within the limits of \$1,000,000.00, and excess liability (umbrella) coverage in the amount of \$10,000,000.00.

12. This proposal, if accepted, shall constitute a contract and agreement between the Demolition Contractor and the Owner, Architect, or General Contractor, or any of their Agents, for the wrecking of the buildings or structures described herein.
13. Notwithstanding the reference in previous paragraphs to "wreck, demolish, dismantle and remove", unless otherwise specifically stated in the specifications, the Demolition Contractor reserves the right to dismantle the structure or structures by reducing the floors, walls, ceilings and roofs to flat panels, or to remove the structure as a whole or substantially as a whole, or by accompanying such wrecking, demolition, dismantling and removal by such other means as it elects.
14. This proposal is submitted under the assumption that the buildings or structures when released to the Demolition Contractor, will be in the same condition as when this proposal was submitted and the Owner, Architect, General Contractor or their Agents agree to pay the Demolition Contractor the prevailing market price for any materials or salvage taken from the premises by the Owner, Architect, Contractor or others in the intervening time.
15. The Demolition Contractor shall not be held liable for the adequacy or responsibility of any of the Architect's, General Contractor's or Owner's plans, specifications or designs for shoring, bracing, temporary construction, such as canopies and bridges, or the stability and condition of any parts of buildings, party walls, adjoining buildings or parts thereof, which are to be left standing; nor does this proposal include any of the above work unless specifically mentioned herein.
16. Owner, Architect, Contractor or its Agent represent that it has authority to contract for the wrecking and removal of the buildings and structures as herein before provided and agrees to defend and hold harmless the Demolition Contractor against all suits or actions brought against it and to indemnify it for any and all losses (including attorney's fees and expenses) it may suffer by virtue of any wrongful wrecking and removal of the structures described herein in violation of the property rights of any other person or party.
17. In the event said buildings or structures are damaged prior to the date of the commencement of wrecking, then the Demolition Contractor shall have the option to rescind this proposal or agreement, and the Owner, Architect or Contractor agrees to such rescission.
18. The Demolition Contractor shall not be held liable or be required to pay any amount as damages for delay in completion of this work, and the Owner, Architect, Contractor or their Agents, shall waive all claim for damages against said Demolition Contractor for its failure to complete the work in a given time, unless this contract states a definite per diem bonus and penalty. In such event, Demolition Contractor shall not be held liable or required to pay a penalty for time lost for delays beyond its control, including but not limited to Acts of God, of any governmental body, of the Public Enemy, or Another Contractor, Fire, Flood, Epidemic, Weather, Strikes, Riots, Civil Disturbances, etc. An extension of time for such delays is to be allowed in determining the applicability of bonus or penalty.
19. This proposal is submitted on the assumption that no bond or adhesion exists between the structures to be demolished and any adjoining structures and that the removal of foundations, if included, will not affect the adjoining property, nor do they intrude on adjacent property. Should such a condition exist, the Demolition Contractor shall be additionally reimbursed for any and all expenses it incurs resulting there from.
20. Unless otherwise covered in the body of this contract, it is assumed that no party or common wall condition exists. This proposal is tendered on that basis. If such a condition is determined at a later date, any and all engineering or other work involved with the restoration of said party wall shall be considered over and above the contract price stated herein.
21. In the event any action is instituted to enforce any of the provisions of this contract or to collect money due hereunder, McDonagh Demolition, Inc. shall be entitled to reimbursement for any attorney and collection fees or any related expenses that it is obligated to pay.
22. If payment is not made within the time specified, a monthly interest charge of 2% will be added to the unpaid balance.
23. This proposal excludes responsibility for the removal, transportation, treatment, storage or disposal of any waste or substance regulated as radioactive or hazardous under federal, state or local law; any material regulated under the Federal Toxic Substances Control Act; and any special waste as defined by Illinois law.
24. Due to the weight of heavy machinery and trucks, we cannot be responsible for damage to sidewalks and curbs. Due care will be taken to minimize any possible damage.
25. Foundations located adjacent to public sidewalks, utilities or any other structure or items designated to remain, shall remain in place in order to not undermine, damage or disturb such items.
26. Project delays caused by unforeseen conditions, unspecified hazardous materials, or other trade scheduling conflicts, will result in additional costs.
27. Should Owner cancel this contract, at any point, Owner shall pay Contractor for all costs incurred, through date of demobilization, including but not limited to: labor, materials and overhead costs, plus profits.

Payment:

Monthly progress payments are to be made, unless work is complete within 4 weeks, in which case a lump sum payment of the full contract amount is to be made, at completion of Work. No retention is to be held.

Any modifications or alterations to this proposal must be initialed and dated, by both parties, in order for them to be made part of this Agreement. The undersigned Owner, Agent, Architect and Contractor represent that they have full power and authority, to execute this Agreement, on behalf of or as Owner, Agent, Architect or Contractor.

Signature on this Agreement demonstrates "Intent to Proceed" with the scope of work, and acceptance to the terms and conditions, incorporated herein. Any modifications to this proposal must be initialed and dated by both parties below.

Accepted:

Client:

Demolition Contractor:

City of Wood Dale
Business Name

McDonagh Demolition, Inc.

Annunziato Pulice, Mayor
Printed Name - Title

Bill Baxa - Chief Estimator
Printed Name - Title

Annunziato Pulice
Signature

Bill Baxa
Signature

January 18, 2024
Date

January 4, 2024
Date