

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-24-14 A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND FRANZEN PLUMBING, INC. FOR THE PUBLIC WORKS TRENCH DRAIN REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$26,322.62**

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 4<sup>th</sup> day of April, 2024.

*Lynn Curiale*

Lynn Curiale, City Clerk



**Resolution #R-24-14**

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF  
WOOD DALE AND FRANZEN PLUMBING, INC. FOR THE PUBLIC WORKS  
TRENCH DRAIN REPLACEMENT PROJECT IN AN AMOUNT NOT TO  
EXCEED \$26,322.62**

Passed: April 4, 2024  
Published in Pamphlet Form: April 5, 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-24-14  
**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF  
WOOD DALE AND FRANZEN PLUMBING, INC. FOR THE PUBLIC WORKS  
TRENCH DRAIN REPLACEMENT PROJECT IN AN AMOUNT NOT TO  
EXCEED \$26,322.62**

Passed and approved by the City Council of the City of Wood Dale on April 4, 2024 and hereby published in pamphlet on April 5, 2024.



Lynn Curiale, City Clerk



**RESOLUTION NO. R-24-14**

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND FRANZEN PLUMBING, INC. FOR THE PUBLIC WORKS TRENCH DRAIN REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$26,322.62**

**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 **FRANZEN PLUMBING, INC.** for the **PUBLIC WORKS TRENCH DRAIN REPLACEMENT PROJECT**; 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 **FRANZEN PLUMBING, INC.**, the Mayor and the City Council find **FRANZEN PLUMBING, INC.** 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 4<sup>th</sup> day of April, 2024.

AYES: 7

NAYS: 0

ABSENT: Ald. Jakob

APPROVED this 4<sup>th</sup> day of April, 2024.

SIGNED: Annunziato Pulice  
Annunziato Pulice, Mayor

ATTEST: Lynn Curiale  
Lynn Curiale, City Clerk

**CITY OF WOOD DALE  
PUBLIC WORKS TRENCH  
DRAIN REPLACEMENT  
PROJECT**

**CONTRACT**

This CONTRACT, made and entered into this 4<sup>th</sup> day of April, 2024, by and between the CITY OF WOOD DALE, an Illinois municipal corporation (hereinafter “City”), and Franzen Plumbing, Inc., 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 Estimate #1083 dated February 14, 2024, 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 **30 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 18<sup>th</sup> 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:

By Carrie Lander C. Lander  
Its President, Franzen Plumbing, Inc.

ATTEST:

By \_\_\_\_\_





**Franzen Plumbing, Inc**

ESTIMATE	#1083
SERVICE DATE	Feb 14, 2024
<b>TOTAL</b>	<b>\$0.00</b>

The City of Wood Dale  
 404 N Wood Dale Rd  
 Wood Dale, IL 60191

CONTACT US  
 PO Box 6804  
 River Forest, IL 60305

☎ (630) 781-8385  
 ✉ phastings@wooddale.com

☎ (708) 366-3848  
 ✉ franzenplumbinginc@gmail.com

**ESTIMATE**

**Services**

Trench drain replacement Option 1 Break up and remove spoils for new trench drain. Spoils left in customers yard. Install new trench drain with heavy duty grates and connect to existing 4" outlets, backfill and concrete. Labor \$11,840.00 Trench Materials \$11,732.62 Concrete/backfill \$2500.00 Misc hardware \$250.00 **Project price \$26,322.62** Option 2 Install new trench drain with heavy duty grates and connect to existing 4" outlets, backfill and concrete. Removal of existing concrete and spoils by others. Labor \$5920.00 Trench Materials \$11,732.62 Concrete/backfill \$2500.00 Misc hardware \$250.00 Project \$20,402.62

Services subtotal: \$0.00

**Total \$0.00**

Thank you for choosing Franzen Plumbing, Inc., we look forward to working with you again!  
 All commercial job payment terms are net 30. Residential job payment terms are due upon completion of job.