

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-24-15 A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND PERFORMANCE PIPELINING, INC. FOR THE FY 2025 INFLOW AND INFILTRATION PROGRAM IN AN AMOUNT NOT TO EXCEED \$750,000** 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 4<sup>th</sup> day of April, 2024.

*Lynn Curiale*  
Lynn Curiale, City Clerk

SEAL



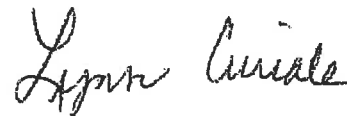
**Resolution #R-24-15**

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF  
WOOD DALE AND PERFORMANCE PIPELINING, INC. FOR THE FY 2025  
INFLOW AND INFILTRATION PROGRAM IN AN AMOUNT NOT TO  
EXCEED \$750,000**

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-24-15  
**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF  
WOOD DALE AND PERFORMANCE PIPELINING, INC. FOR THE FY 2025  
INFLOW AND INFILTRATION PROGRAM IN AN AMOUNT NOT TO  
EXCEED \$750,000**

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

SEAL



**RESOLUTION NO. R-24-15**

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND PERFORMANCE PIPELINING, INC. FOR THE FY 2025 INFLOW AND INFILTRATION PROGRAM IN AN AMOUNT NOT TO EXCEED \$750,000**

**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 **PERFORMANCE PIPELINING, INC.** for the **FY 2025 INFLOW AND INFILTRATION PROGRAM**; 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 **PERFORMANCE PIPELINING, INC.**, the Mayor and the City Council find **PERFORMANCE PIPELINING, 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, ILLINOIS  
2024 SANITARY SEWER REHABILITATION PROJECT

**CONTRACT**

This CONTRACT made and entered into this 4th day of April, 2024, by and between the CITY OF WOOD DALE, an Illinois municipal corporation (hereinafter "City"), and Performance Pipelining, 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 the "Notice to Bidders", "Instructions to Bidders", "Special Instructions", "Specifications", and "Special Provisions" prepared by the City of Wood Dale. 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

Accomplish same in the accord with the Plans and Specifications in full compliance with all of the terms The Contractor shall perform all Work, furnishing all materials and labor, and shall of this Agreement and the requirements of the City.

III. The CONTRACTOR will commence the work required by the Contract Documents within fifteen (15) calendar Days after the date of the NOTICE TO PROCEED. All work under this Contract shall be substantially complete to the satisfaction of the Owner on or before 150 calendar days following execution of the contract, while final completion shall be on or before 180 calendar days following execution of the contract. All restoration work requiring asphalt roadway restoration shall be completed prior to the closing of the asphalt plant for the year.

IV. PAYMENT TO THE CONTRACTOR

For the Work, the Contractor shall be reimbursed 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.

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.

CITY OF WOOD DALE, ILLINOIS  
2024 SANITARY SEWER REHABILITATION PROJECT

VI. CONTRACT DOCUMENTS

It is further understood that this Contract consists of the following documents which are hereby made a part hereof:

- a. This Contract
- b. Performance and Payment Bonds
- c. Change Order
- d. Hold Harmless Agreement
- e. General Conditions
- f. Advertisement for Bids
- g. Instructions to Bidders
- h. Contractor's Bid and Bid Bond
- i. Bid Certification Form
- j. Certifications Form
- k. Drug-free Workplace Certificate.
- l. Sexual Harassment Certificate,
- m. Anti-bid Rigging Certificate
- n. Documentation submitted by Contractor prior to Notice of Award
- o. Notice of Award
- p. Notice to Proceed
- q. Project Specifications prepared by RJN Group Inc.
- r. Addenda

CITY OF WOOD DALE, ILLINOIS  
2024 SANITARY SEWER REHABILITATION PROJECT

VII. 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.

VIII. 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.

IX. 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 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:

CITY OF WOOD DALE, ILLINOIS  
2024 SANITARY SEWER REHABILITATION PROJECT

If to City:

Nunzio Pulice  
Mayor  
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:

Attention, President

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

CITY OF WOOD DALE:

ATTEST:

*Nunzio Pulice*  
Mayor

*Lynn Curiale*  
City Clerk



CONTRACTOR: \*

ATTEST:

By *CE Wil*  
Its *CEO*

By *Cheryl Seplin*  
Its *Sec/Treas.*

