

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, Shirley J. Siebert, 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-19-45 A RESOLUTION APPROVING A CONTRACT BETWEEN THE CITY OF WOOD DALE AND SCHROEDER & SCHROEDER, INC FOR THE 2019 SIDEWALK REPLACEMENT PROGRAM IN AN AMOUNT NOT TO EXCEED \$44,406.25** Passed by The City of Wood Dale, Du Page County, Illinois, IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the City of Wood Dale, this 3RD day of October, 2019.


Shirley J. Siebert, City Clerk

SEAL



Resolution #R-19-45

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE CITY OF
WOOD DALE AND SCHROEDER & SCHROEDER, INC FOR THE 2019
SIDEWALK REPLACEMENT PROGRAM IN AN AMOUNT NOT TO EXCEED
\$44,406.25**

Passed: October 3, 2019
Published in Pamphlet Form: October 4, 2019

I, Shirley J. Siebert, as the Clerk for the City of Wood Dale, hereby certify that the attached Resolution is a true and correct copy of **#R-19-45**

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE CITY OF
WOOD DALE AND SCHROEDER & SCHROEDER, INC FOR THE 2019
SIDEWALK REPLACEMENT PROGRAM IN AN AMOUNT NOT TO EXCEED
\$44,406.25**

Passed and approved by the City Council of the City of Wood Dale on October 3, 2019,
and hereby published in pamphlet on October 3, 2019.


Shirley J. Siebert, City Clerk

SEAL



RESOLUTION NO. R-19-45

A RESOLUTION APPROVING A CONTRACT BETWEEN THE CITY OF WOOD DALE AND SCHROEDER & SCHROEDER, INC FOR THE 2019 SIDEWALK REPLACEMENT PROGRAM IN AN AMOUNT NOT TO EXCEED \$44,406.25

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 **SCHROEDER & SCHROEDER, INC** for the **2019 SIDEWALK REPLACEMENT 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 **SCHROEDER & SCHROEDER, INC**, the Mayor and the City Council find **SCHROEDER & SCHROEDER, 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 3 day of October, 2019.

AYES: Alderman Catalano, Jakab, Messina, E. Wesley, Woods, Sorrentino

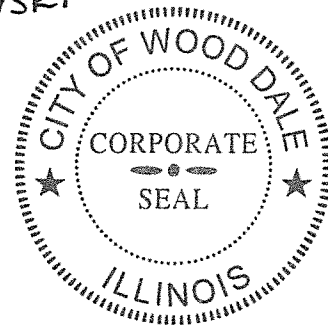
NAYS: N/A

ABSENT: Alderman R. Wesley, Susmarski

APPROVED this 3 day of October, 2019.

SIGNED: Annunziato Pulice
Annunziato Pulice, Mayor

ATTEST: Shirley J. Tebeet by Maura Montalvo —
Maura Montalvo, Deputy City Clerk
Deputy Clerk



CITY OF WOOD DALE
2019 SIDEWALK REPLACEMENT PROGRAM

CONTRACT

This CONTRACT, made and entered into this 3rd day of October, 2019, by and between the CITY OF WOOD DALE, an Illinois municipal corporation (hereinafter "City"), and Schroeder and Schroeder, 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", "Technical Specifications", "General Requirements", "Specifications", and "Special Provisions" prepared by the City. 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 one (1) calendar month, weather permitting, from the date the City provides Contractor with notice to proceed.

III. 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.

IV. 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.

V. 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, 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.

VI. 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.

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 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:

Shirley J. Siebert
City Clerk
404 N. Wood Dale Road
Wood Dale, Illinois 60191

If to Contractor:

CHRIS SCHROEDER
SCHROEDER & SCHROEDER, INC.
7306 CENTRAL PARK
SKOKIE, IL 60076



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:
Shirley J. Siebert - by
City Clerk Maria Montalvo
Deputy Clerk

CONTRACTOR:

By Chris Schroeder
Its PRESIDENT

ATTEST:
By W. J. Bount