

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-20-60 A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND SCHROEDER ASPHALT SERVICES, INC. FOR THE 2020 PAVEMENT PATCHING AND CRACK SEALING PROGRAM IN AN AMOUNT NOT TO EXCEED \$164,110

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 20th day of August, 2020.



Lynn Curiale, City Clerk



Resolution #R-20-60

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF
WOOD DALE AND SCHROEDER ASPHALT SERVICES, INC. FOR THE 2020
PAVEMENT PATCHING AND CRACK SEALING PROGRAM IN AN AMOUNT
NOT TO EXCEED \$164,110**

Passed: August 20, 2020
Published in Pamphlet Form: August 21, 2020

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-20-60
**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF
WOOD DALE AND SCHROEDER ASPHALT SERVICES, INC. FOR THE 2020
PAVEMENT PATCHING AND CRACK SEALING PROGRAM IN AN AMOUNT
NOT TO EXCEED \$164,110**

Passed and approved by the City Council of the City of Wood Dale on August 20, 2020
and hereby published in pamphlet on August 21, 2020.



Lynn Curiale, City Clerk

SEAL



RESOLUTION NO. R-20-60

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND SCHROEDER ASPHALT SERVICES, INC. FOR THE 2020 PAVEMENT PATCHING AND CRACK SEALING PROGRAM IN AN AMOUNT NOT TO EXCEED \$164,110

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 ASPHALT SERVICES, INC for the PAVEMENT PATCHING AND CRACK SEALING; 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 ASPHALT SERVICES, INC, the Mayor and the City Council find SCHROEDER ASPHALT SERVICES, 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 20th day of August, 2020.

AYES: Alderman Jakob, Messina, Woods, Catalano, Sorrentino
E. Wesley, Susmarski

NAYS: None

ABSENT: R. Wesley

APPROVED this 20th day of August, 2020.

SIGNED: Annunziato Pulice
Annunziato Pulice, Mayor

ATTEST: Lynn Curiale
Lynn Curiale, City Clerk

CITY OF WOOD DALE
2020 PAVEMENT PATCHING
PROGRAM
CONTRACT

This CONTRACT, made and entered into this 20th day of August, 2020, by and between the CITY OF WOOD DALE, an Illinois municipal corporation (hereinafter "City"), and SCHROEDER ASPHALT SERVICES, 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, 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.

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. The City's preferred warranty template is attached to this document.

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:

Lynn Curiale
City Clerk
404 N. Wood Dale Road
Wood Dale, Illinois 60191

If to Contractor:

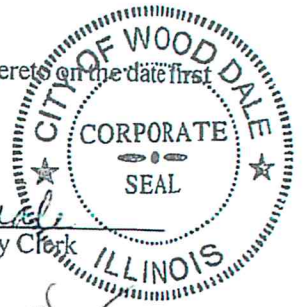
IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto on the date first above written.

CITY OF WOOD DALE:

Annunziato Pulice
Annunziato Pulice, Mayor

ATTEST:

Lynn Curiale
Lynn Curiale, City Clerk



CONTRACTOR:

By Ronald Schneider
Its: President

ATTEST:

By Bruce Foss
Bruce Foss, Corporate Secretary



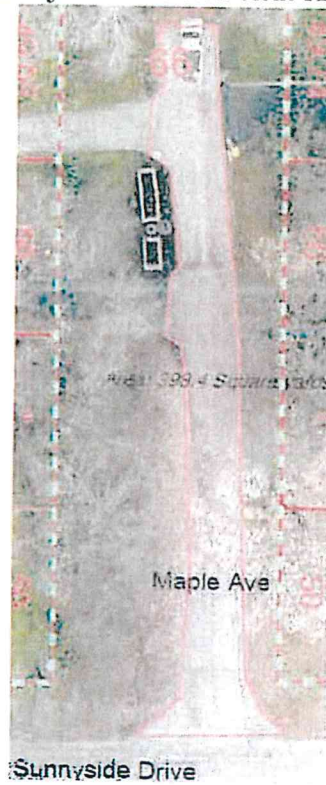
2020 PAVEMENT PATCHING AND CRACKING PROGRAM LOCATIONS

Roadways

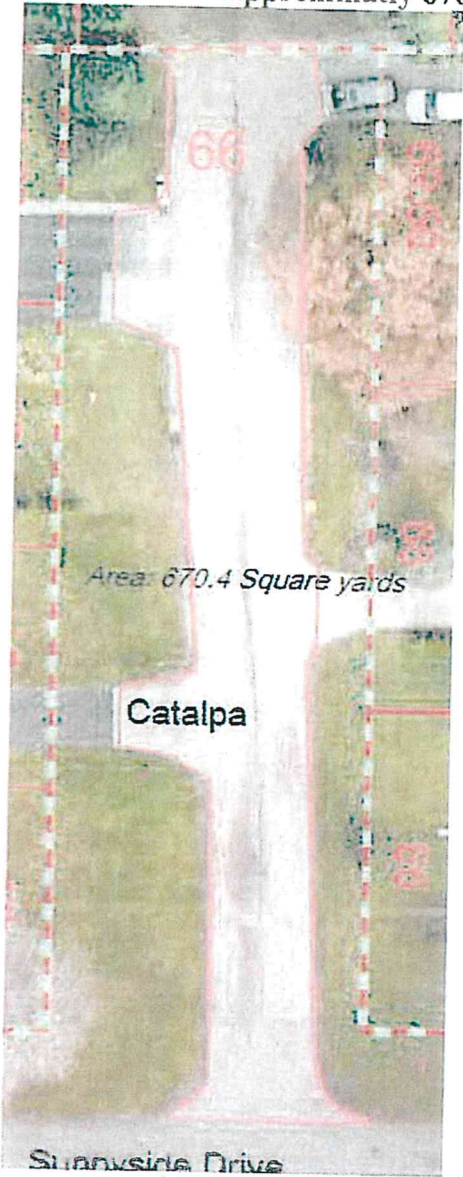
- 1) Park Ave- From Station to the Salt Creek Pedestrian Trail.
Approx. 417.2 SY



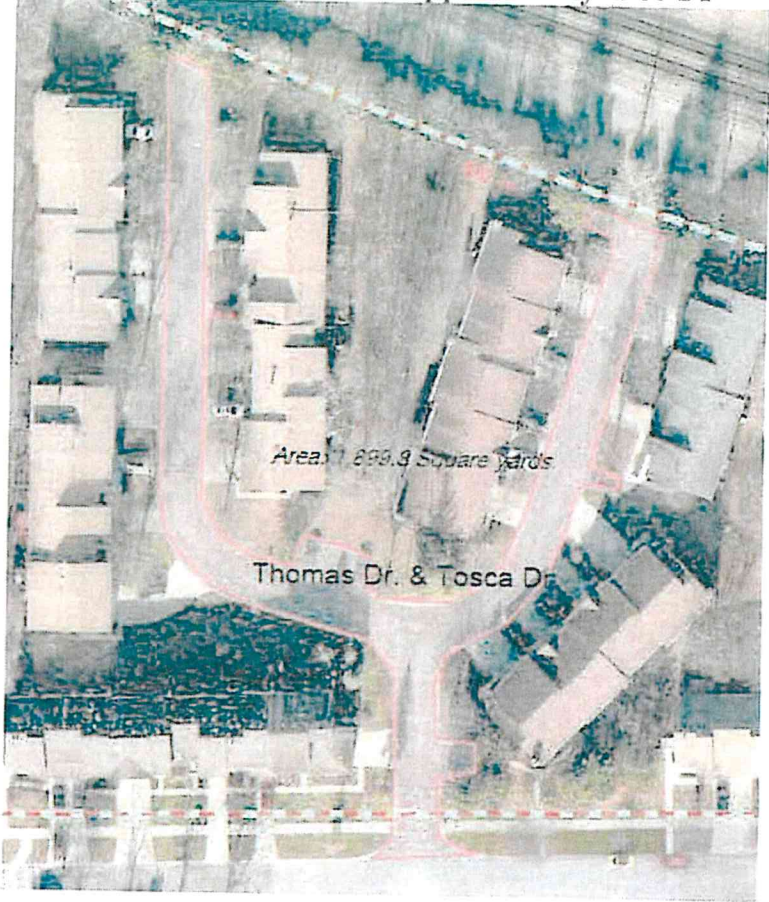
- 2) Maple Ave – from Sunnyside to dead end. Approximately 398.4 SY



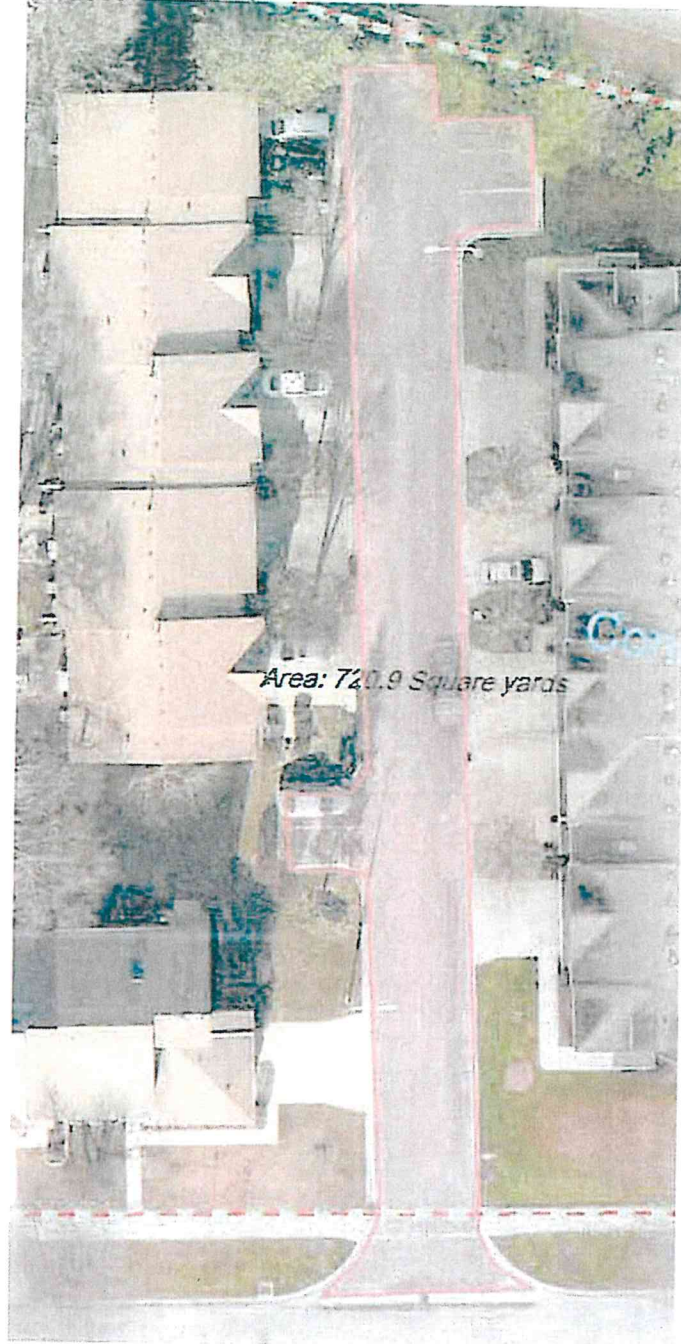
3) Catalpa - Sunnyside to Dead End. Approximately 670.4 SY



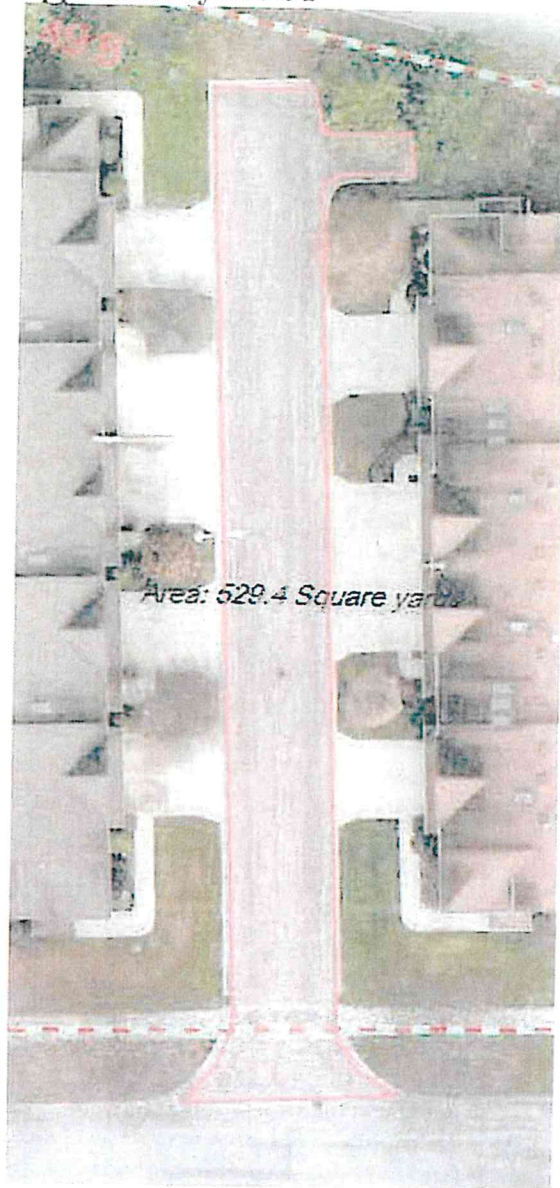
4) Thomas Drive and Tosca Drive – Approximately 1900 SY



5) Jessica Drive – Approximatly 721 SY



6) Heather Lane – Approximately 530 SY



7) Edgewood Ave South of Irving Park – Approximately 615 SY



Patches

All patches will be delineated with white marking paint.

Local Road Patches

1. Maple Ave just North of Irving Park Road
 - a. 10' x 19'. Approximately 21 SY

State Road Patches

1. Irving Park Road and Addison Road
 - a. Northern most Westbound lane
 - b. Center of Intersection
 - c. 5' x 6'. Approximately 3.33 SY
2. 310 E. Irving Park Road at Central
 - a. Southern most Eastbound lane
 - b. 6' x 13'. Approximately 8.7 SY
3. 249 E. Irving Park Road and Maple
 - a. Northwest Corner in Westbound lane.
 - b. 19' x 22'. Approximately 46 SY
4. 217 E. Irving Park Road
 - a. Northern most Westbound lane
 - b. 7' x 16'. Approximately 12.4 SY
5. 422 N. Wood Dale Road
 - a. Western most Southbound lane
 - b. 15' x 15'. Approximately 25 SY

County Road Patches

1. 404 N. Wood Dale Road
 - a. At intersection of Center Street
 - b. 12' x 16'. Approximately 21.34
2. 422 N. Wood Dale Road
 - a. 5' x 18'. Approximately 10 SY

Crack Sealing Location Map

