

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-20-72 A RESOLUTION APPROVING AN AGREEMENT WITH G. FISHER COMMERCIAL CONSTRUCTION, INC. FOR THE POLICE DEPARTMENT SECURITY WALL AND PARKING LOT IMPROVEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$675,000**

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 15<sup>TH</sup> day of October, 2020.



Lynn Curiale, City Clerk

SEAL



**Resolution #R-20-72**

**A RESOLUTION APPROVING AN AGREEMENT WITH G. FISHER  
COMMERCIAL CONSTRUCTION, INC. FOR THE POLICE DEPARTMENT  
SECURITY WALL AND PARKING LOT IMPROVEMENT PROJECT IN AN  
AMOUNT NOT TO EXCEED \$675,000**

Passed: October 15, 2020  
Published in Pamphlet Form: October 16, 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-20-72**

**A RESOLUTION APPROVING AN AGREEMENT WITH G. FISHER  
COMMERCIAL CONSTRUCTION, INC. FOR THE POLICE DEPARTMENT  
SECURITY WALL AND PARKING LOT IMPROVEMENT PROJECT IN AN  
AMOUNT NOT TO EXCEED \$675,000**

Passed and approved by the City Council of the City of Wood Dale on October 15, 2020  
and hereby published in pamphlet on October 16, 2020.



Lynn Curiale, City Clerk

SEAL



**RESOLUTION NO. R-20-72**

**A RESOLUTION APPROVING AN AGREEMENT WITH G. FISHER COMMERCIAL CONSTRUCTION, INC. FOR THE POLICE DEPARTMENT SECURITY WALL AND PARKING LOT IMPROVEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$675,000**

**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 **G. FISHER COMMERCIAL CONSTRUCTION, INC.** for the **POLICE DEPARTMENT SECURITY WALL AND PARKING LOT IMPROVEMENT 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 **G. FISHER COMMERCIAL CONSTRUCTION, INC.**, the Mayor and the City Council find **G. FISHER COMMERCIAL CONSTRUCTION, 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 15<sup>th</sup> day of October, 2020.

AYES: 7

NAYS: 0

ABSENT: R. Wesley

APPROVED this 15<sup>th</sup> day of October, 2020.

SIGNED: Annunziato Pulice  
Annunziato Pulice, Mayor

ATTEST: Lynn Curiale  
Lynn Curiale, City Clerk





# FGM ARCHITECTS

October 05, 2020

Mr. Alan Lange  
Director of Public Works  
404 N Wood Dale Rd. Wood Dale, IL 60191

Re: The City of Wood Dale  
Covered Parking and Site Improvements  
FGM# 20-2944.01

Dear Mr. Lange:

Bids for this project were received on October 2, 2020. The apparent low bidder is G. Fisher Commercial Construction Inc. of Illinois.

FGM Architects has reviewed the qualifications, mandatory pre-bid attendance record and references provided by G. Fisher Commercial Construction Inc. and find that they are a responsible bidder and therefore see no reason not to recommend contract award. Reference checks were performed with the Bolingbrook Fire Department, Village of Bolingbrook, and Village of Homewood. All references checked out with a positive and attenuative review of G. Fisher Commercial Construction Inc.

Please let us know your decision at your earliest convenience. Upon your direction, FGM Architects will draft a construction contract for signatures and issue Notice of Intent letter to the contractor to proceed with the project. It is further anticipated that a preconstruction kick-off meeting be scheduled by FGM Architects with the contractor and Wood Dale and Public Safety team's earliest discretion.

If you have any questions or comments, please do not hesitate to call me.

Sincerely,



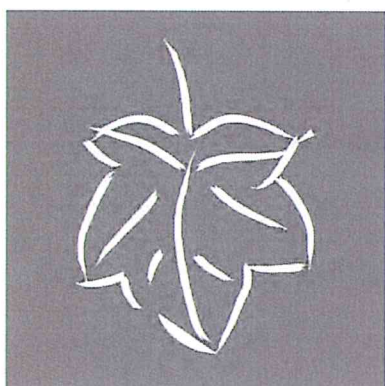
Mark Price, AIA  
Architect

Cc: Alan Lange, [alange@wooddale.com](mailto:alange@wooddale.com)

Ray Lee, FGM Architects, [rayl@fgmarchitects.com](mailto:rayl@fgmarchitects.com)

FGM ARCHITECTS

CITY OF WOOD DALE



## CITY OF WOOD DALE POLICE DEPARTMENT

SITE SECURITY STUDY

**SUBMITTED TO:**

City of Wood Dale  
404 N Wood Dale Road  
Wood Dale, Illinois 60191

**FGM Architects Inc.**

1211 West 22<sup>nd</sup> Street, Suite 700  
Oak Brook, Illinois 60523  
Phone: 630.574.8300  
Fax: 630.574.9292

February 19, 2020  
FGM # 20-2888.01



**Police Department**

Greg Vesta, Chief of Police

William Frese III, Deputy Chief of Police

**FGM Architects Team**

Raymond Lee, Principal-in-Charge

Mark Price, Project Manager



**TABLE OF CONTENTS**

**SECTION 1** ..... Executive Summary.....page 4

**SECTION 2** ..... Project Understanding and Methodology .....page 6

**SECTION 3** ..... Project Goals and Questions to be Answered .....page 7

**SECTION 4** ..... Structural Analysis and Conceptual Diagrams.....page 8

**SECTION 5** ..... Project Budgets .....page 17

**SECTION 6** ..... Recommendation.....page 20

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**SECTION 1**  
**EXECUTIVE SUMMARY****Introduction**

The City of Wood Dale commissioned FGM Architects to perform a study to provide a visibility and noise barrier from a potential new apartment complex to be built directly south of the police station. The apartment development is proposing two 36' high apartment buildings located approximately 20-25' south of the property line. The proposed apartments would have visibility into the parking lot and buildings which is a security concern for the police department.

Furthermore, the apartments would be subject to police vehicle light and siren testing which is mandatory for each patrol shift and may also be affected by noise from the indoor firing range at the west end of the police and village hall site.

The City of Wood Dale would like FGM Architects to review 2-3 potential options to mitigate the visibility and noise security concerns. Options that may be considered include the following:

- Construct a wall between the apartment development
- Construct a canopy to cover the parking area and drive. This option may also include sound attenuation for the firing range.
- Construct an indoor parking garage between the police station and apartment development. This option may also include sound attenuation for the firing range.

Each option will require a conceptual cost budgets for the project. The city will utilize this information to determine how it will proceed to mitigate the security concerns

The conclusion of our analysis it became clear that a sound wall or covered canopy is an applicable solution to provide the visibility and noise barrier requested.

**Methodology**

FGM obtained information for this report through data and documents provided by the City of Wood Dale, W-T Engineering and through a series of discussions with the Police Department. FGM analyzed the proposed apartment building drawings, and existing Police Station Drawings prepared by OWP&P dated 05/01/1989.

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### Project Goals

For every project, it is important to establish clear goals which will be utilized to guide the direction of solutions and decisions throughout the project. The following goals were identified by the City of Wood Dale.

- The primary goal of this study is to identify potential solutions to provide a noise and visibility barrier to a potential apartment development built on the adjacent site to the south of the police department.

See Section 3 for additional information regarding goals and questions that the City needs answered to as part of this report.

### Potential Solutions

- **Construct an acoustical precast concrete sound barrier wall along the southern property line from security gate to range, between the apartment development and police station.**
- **Construct a canopy to cover the parking area and drive. This option may also include sound attenuation for the firing range.**

Construct an indoor parking garage between the police station and apartment development. This option presented additional challenges when the analysis was completed. Departmental disturbance along the offices to the south would be significant. External equipment relocation such as tower relocations, transformer relocation and ventilation requirements for an indoor parking garage, as well as the high cost of construction concluded that an indoor parking garage is not a viable solution for this project as the costs are in excess

See Section 4 for additional information regarding analysis and conceptual diagrams.

**Project Budgets**

The cost impacts and budgeting information of the potential solutions outlined in potential solution described above are broken down later in this report.

See Section 5 for additional information.

**Recommendation**

Based upon the findings of this report, FGM recommends that the City of Wood Dale pursue **the proposed solution, to construct a canopy to cover the parking area and drive. This option may also include sound attenuation for the firing range.**



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**SECTION 2  
PROJECT UNDERSTANDING  
AND METHODOLOGY****Overview**

For over 25 years, FGM Architects has provided consulting and architectural design services to municipalities, police, and fire departments and has worked on more than 150 police and over 250 fire station projects. FGM brings a vast amount of knowledge and understanding to this project through previous experience but understands that each municipality has its own unique challenges and goals. Therefore, there is no cookie-cutter project or client and we must work with Department staff members to understand their operational issues.

The goal of this report is to provide the City with information on how to best solve the visibility and noise concerns arising from the potential construction of a new apartment complex to the south of the police department.

**Budgeting Methodology**

FGM has an extensive database of cost information and used cost per square foot estimates as the budgeting methodology for the conceptual budgets. Because no actual design work has been performed, a budget range is provided for potential construction costs.

**Items not Included**

Items that are excluded by FGM from this report are as follows:

- Review of building compliance with current codes.
- Accessibility Review and compliance with current code
- Review of existing building mechanical systems
- Review of existing building electrical systems
- Review of existing plumbing systems

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### SECTION 3 PROJECT GOALS AND QUESTIONS TO BE ANSWERED

#### Project Goals

For every project, it is important to establish clear goals which will be utilized to guide the direction of solutions and decisions throughout the project. The following goals were identified by the City of Wood Dale

- The primary goal of this study is to identify potential solutions to provide a noise and visibility barrier to a potential apartment development built on the adjacent site to the south of the police department.

#### Questions to be Answered

To allow for an informed decision-making process, it is important to identify questions that the City needs to have answered as part of this report. The following questions were identified from meetings with the City. A brief answer to each question has been provided in *red italic* type.

1. What does the sound wall look like?

*The precast sound wall barrier comes in a variety of looks and masonry or stone patterns. As the patterns and color complexity increase the cost of the wall goes up.*

2. How tall is the proposed sound wall?

*The precast sound wall barrier wall to achieve the proper sight line and acoustical benefits would be approximately 30'-0" in height from grade.*

3. What is the benefit of constructing a covered open to the elements structure?

*The covered canopy provides the department with the benefits of an acoustical wall along the southern property line adjacent to the apartment development as well as a covered roof to block visibility and prevent overhead vandalism to police department equipment. The covered parking canopy is approximately 18'-0" in height. The roof will slope to allow for proper drainage and department vehicles will be partially shielded from snow and rain. The canopy can be held off the building to allow all existing equipment to remain and*

*departments along the south with windows to continues to receive natural light.*

4. How much will potential solution cost?

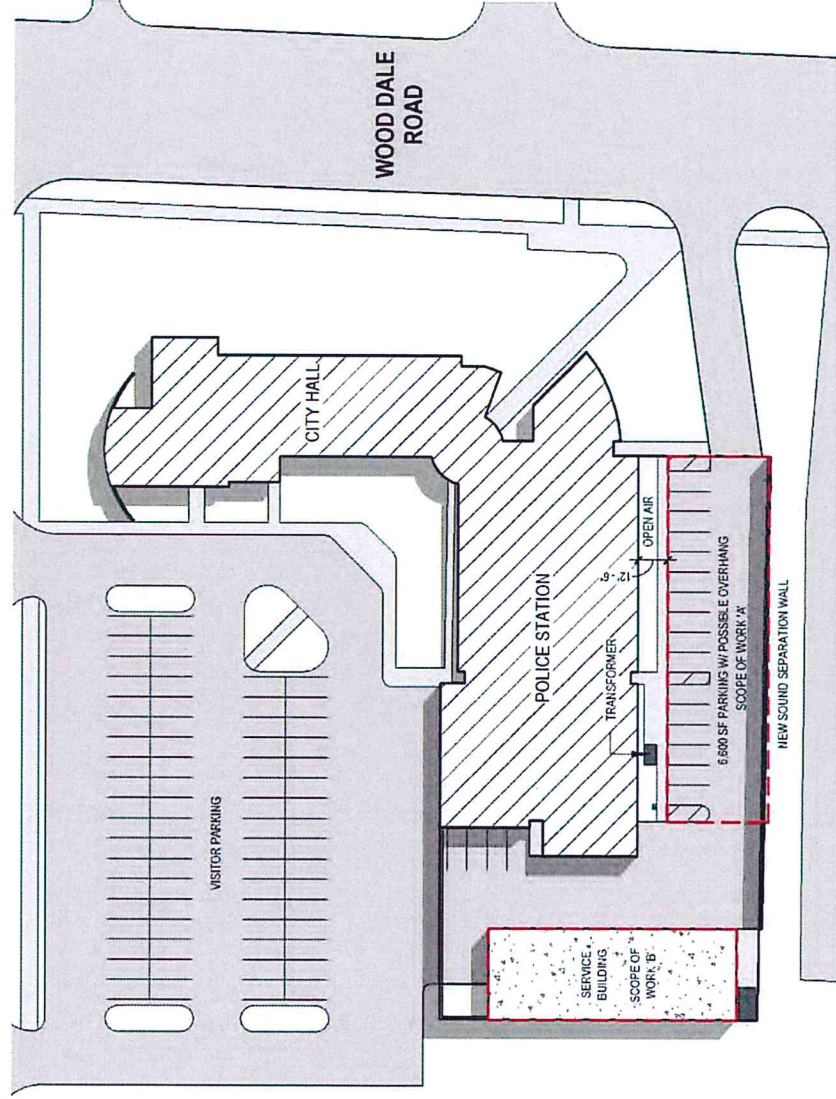
*See Section 5 of this report.*

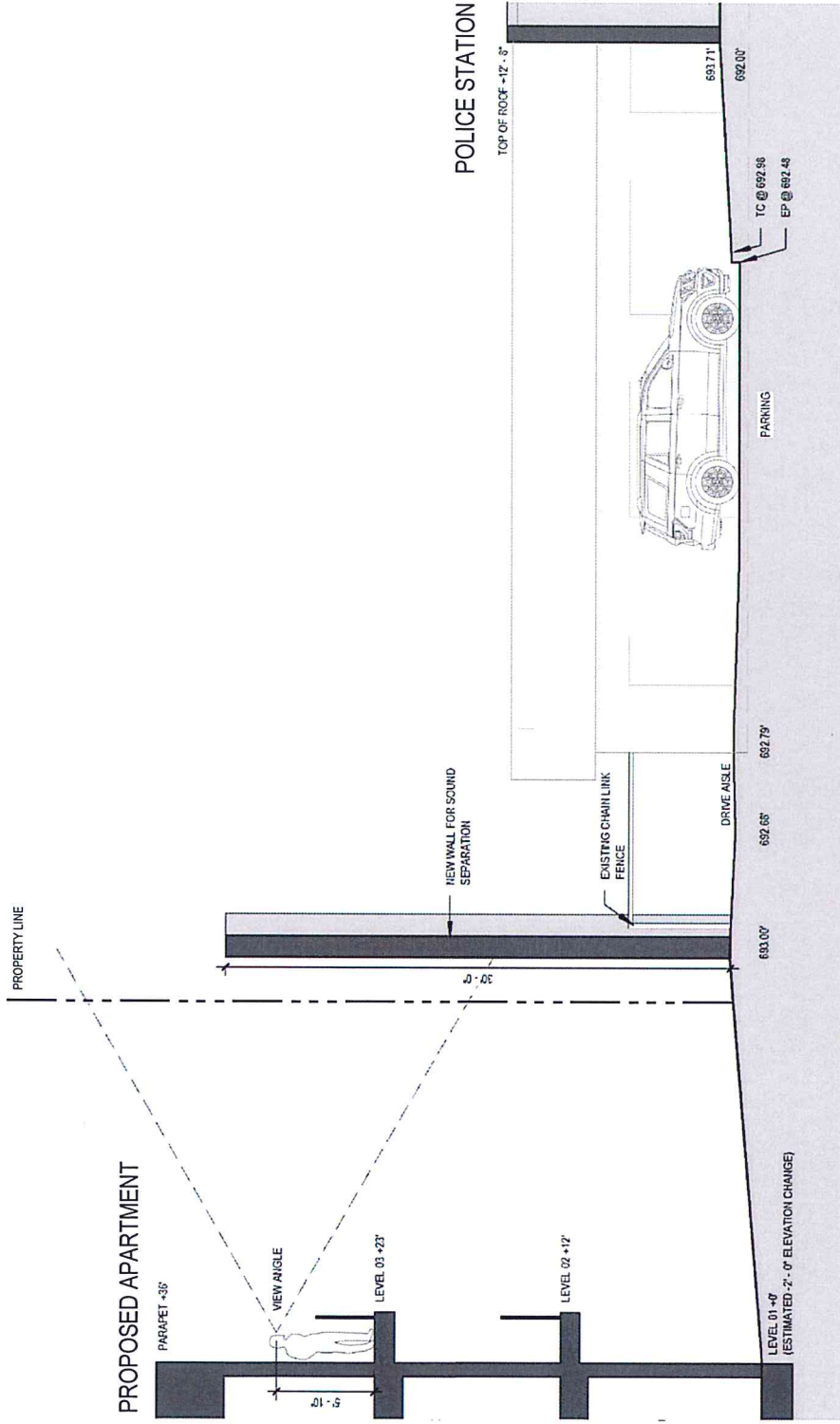


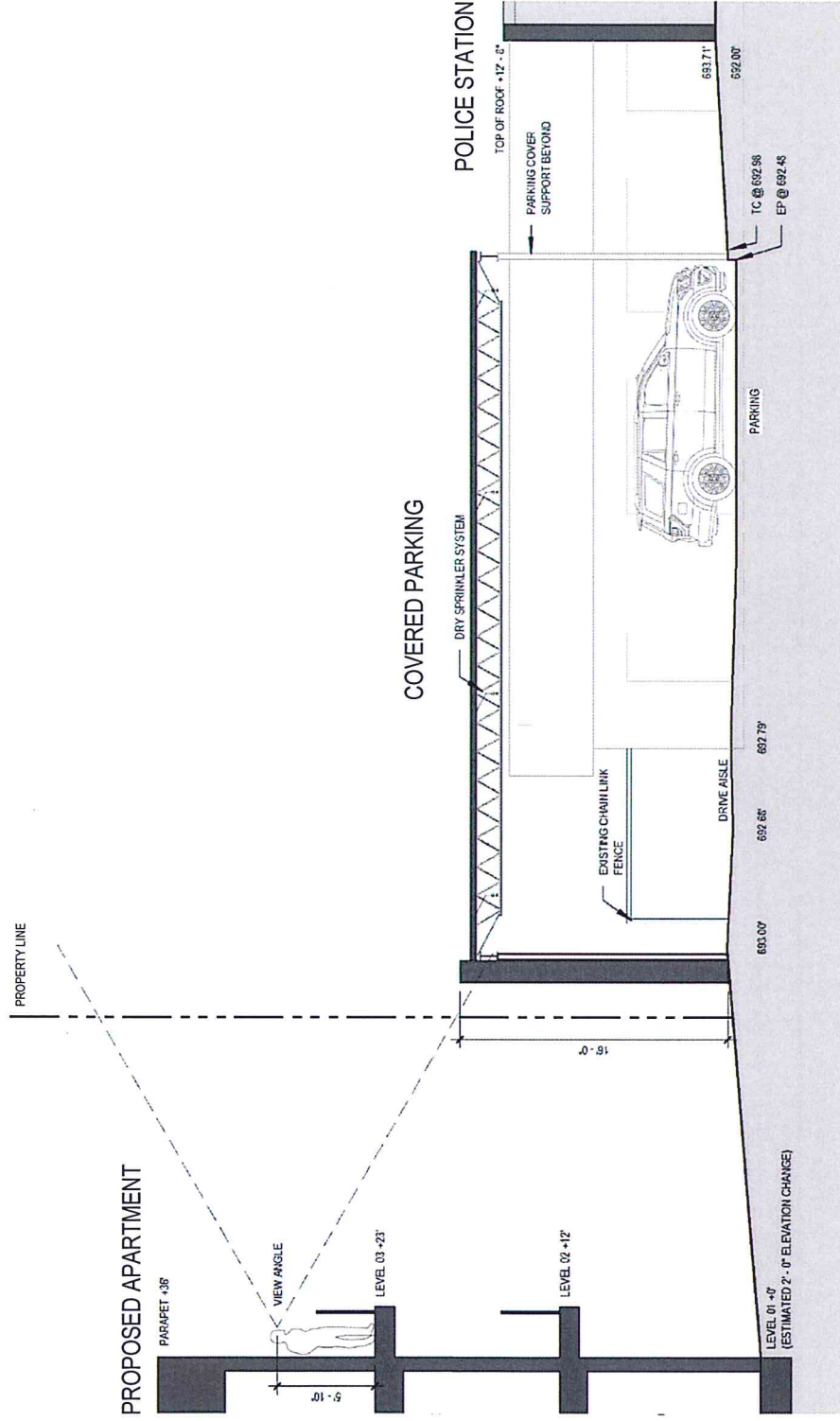
**SECTION 4  
CONCEPTUAL DIAGRAMS**

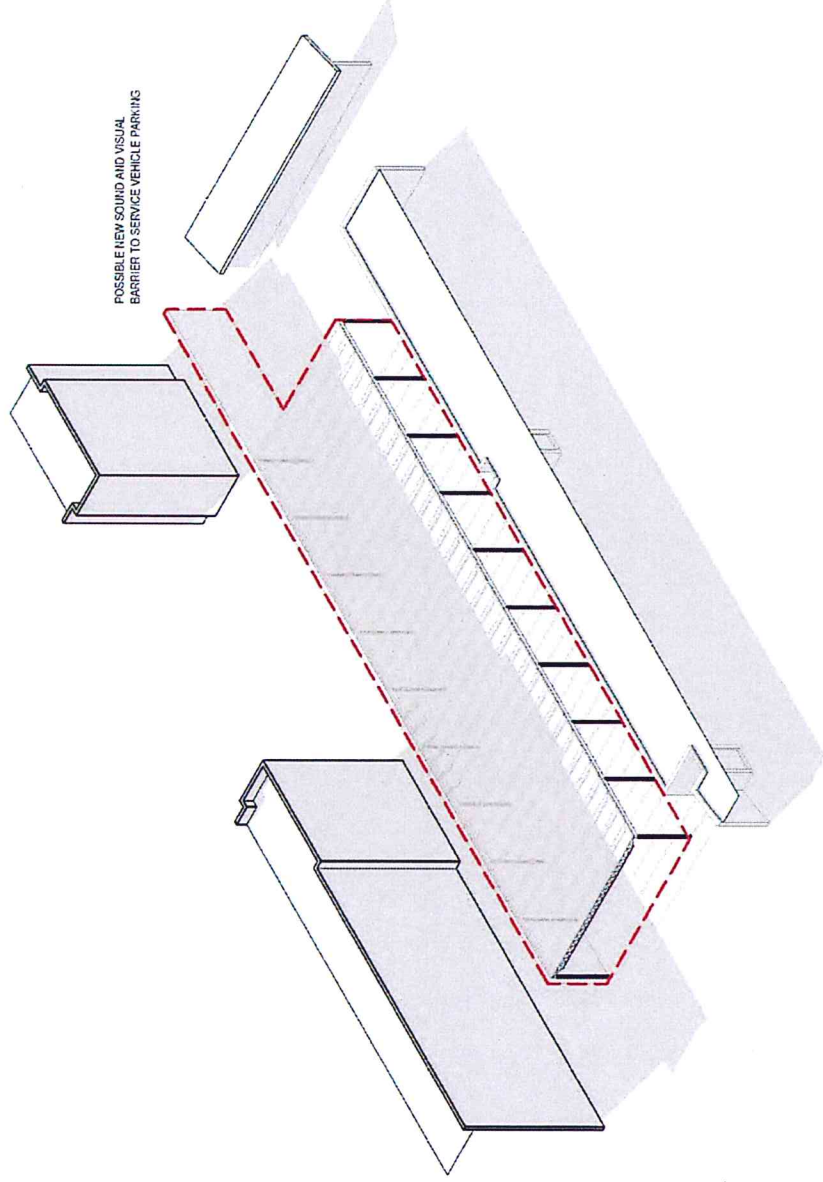














**SECTION 5  
PROJECT BUDGETS**

**Project Budgets**

As part of this report, FGM has provided conceptual budgets to implement the project. For the attached summary, the Total Project Budget includes the cost of construction, fees, and soft costs.

Costs are based on a fall 2020 construction start. Budgets will need to be escalated for inflation as required annually after that time frame. Cost ranges have been provided as no actual design work has been performed.

For more details, see the Budgets attached to this section.

**Budget Summary**

Budgets are provided for the architectural and structural components of the project only.

The following is a summation of the budgets:

**Construction of a Precast Acoustical Noise Wall**

	<b>Low</b>	<b>High</b>
Construction Budget	\$331,200	\$428,490
Construction Contingency	\$16,560	\$21,425
Design and Pricing Contingency	<u>\$16,560</u>	<u>\$21,425</u>
<b>Total Project Budget</b>	<b>\$364,320</b>	<b>\$471,339</b>

**Construction of a Covered Canopy**

	<b>Low</b>	<b>High</b>
Construction Budget	\$322,454	\$394,335
Construction Contingency	\$17,489	\$21,083
Design and Pricing Contingency	<u>\$17,489</u>	<u>\$21,083</u>
<b>Total Project Budget</b>	<b>\$384,756</b>	<b>\$463,825</b>

Item	Quantity	Unit	Cost/Unit		Construction Cost		Remarks
			Low	High	Low	High	
<b>WOOD DALE</b>							
<b>Site Security Study for Police Station</b>							
<b>Conceptual Budget Options for Site Security</b>							
1							
<b>OPTION 1 - PRECAST NOISE WALL</b>							
2	6,000	s.f.	\$ 50.00	\$ 65.00	\$ 300,000	\$ 390,000	
3	2,000	s.f.	\$ 10.00	\$ 12.00	\$ 20,000	\$ 24,000	
4					\$ 320,000	\$ 414,000	
5					\$ 11,200	\$ 14,480	
6					\$ 331,200	\$ 428,480	
7					\$ 16,540	\$ 21,425	
8					\$ 16,540	\$ 21,425	
9					\$ 344,320	\$ 471,339	(Design Costs are included in this number)
<b>OPTION 2 - COVERED CANOPY PARKING</b>							
11	6,600	s.f.	\$ 4.00	\$ 5.00	\$ 26,400	\$ 33,000	
12	6,600	s.f.	\$ 10.00	\$ 12.00	\$ 66,000	\$ 79,200	Includes Asphalt Removal Assumes ReUse
13	6,600	sf	\$ 3.00	\$ 4.00	\$ 19,800	\$ 26,400	
14	6,600	s.f.	\$ 7.00	\$ 9.00	\$ 46,200	\$ 59,400	
15	3,000	s.f.	\$ 45.00	\$ 50.00	\$ 135,000	\$ 150,000	
16	6,600	s.f.	\$ 2.00	\$ 3.00	\$ 13,200	\$ 19,800	
17	6,600	s.f.	\$ 1.75	\$ 2.00	\$ 11,550	\$ 13,200	
18	6,600	s.f.	\$ 3.00	\$ 4.00	\$ 19,800	\$ 26,400	
19	2,000	s.f.	\$ 5.00	\$ 6.00	\$ 10,000	\$ 12,000	
20	1,000	s.f.	\$ 4.00	\$ 5.00	\$ 4,000	\$ 5,000	(K-13 Spray Cellulose Insulation)
21					\$ 337,950	\$ 407,400	
22					\$ 11,828	\$ 14,259	
23					\$ 349,778	\$ 421,659	
24					\$ 17,489	\$ 21,083	
25					\$ 17,489	\$ 21,083	
26					\$ 364,756	\$ 463,825	

**FGM ARCHITECTS**  
February 20, 2020  
FGM#: 20-2888.01

Item		Quantity	Unit	Cost/Unit		Construction Cost		Remarks
				Low	High	Low	High	
<b>Wood Dale</b>								
<b>Site Security Study for Police Station</b>								
<b>Conceptual Budget Options for Site Security</b>								
27	Allowances for Items Fees and Soft Costs							
28	Architectural and Engineering Fees					\$ 57,713	\$ 69,574	
29	Soil Investigations					\$ 10,000	\$ 12,000	
30	Material Testing During Construction					\$ -	\$ -	
31	Printing Costs					\$ -	\$ -	
32	Permitting/Inspection Fees					IBD	IBD	
33	Utility Company Charges (Electric, Gas, Telephone)					\$ -	\$ -	
34	Utility costs during construction					\$ 15,000	\$ 20,000	
35	<b>Total Allowances for Fees and Soft Costs</b>					\$ 82,713	\$ 101,574	
36	<b>Notes:</b>							
37	Project Budget is preliminary and are based on historical square foot cost information.							
38	Project Budget is based on a Fall 2020 construction start date.							
39	Project Budget does not include LEED Certification.							
40	Project Budget does not include legal fees or financing costs.							

**FGM ARCHITECTS**  
February 20, 2020  
FGM#: 20-2888.01



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## SECTION 6 RECOMMENDATION

### Recommendation

Based upon the findings of this report, FGM recommends that the City of Wood Dale pursue **the proposed solution, to construct a canopy to cover the parking area and drive. This option may also include sound attenuation for the firing range.**

The recommendation considers the following:

- The least impact on daily operations as the proposed construction will allow for the building to operate as it currently does.
- Provide protection to department vehicles.
- Construct a lower height solution to not create a "canyon condition" with a tall wall.

### Next Steps

This report is to be utilized as a starting point and is intended to provide the City with the necessary information to make an informed decision about the viability of a precast sound barrier wall or a covered canopy with a reduced sound wall, to provide the desired visibility and noise barrier requested.

Once the implementation of the chiller installation is ready to move forward, FGM Architects is prepared to assist the City of Wood Dale with the next steps.





Municipal Expertise. Community Commitment.

**COST ESTIMATE**

Local Agency City of Wood Dale  
 Location City Hall & Police Department  
 Description City Hall & PD Parking Lot Improvements

**Schedule for Single Bid**

(For complete information covering these items, see plans and specifications)

					TOTAL COST ESTIMATE	\$208,200.00
Item Number	Items	Unit	Quantity	Unit Price	Total	
1	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	20	\$50.00	\$1,000.00	
2	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	400	\$8.00	\$3,200.00	
3	PERIMETER EROSION BARRIER	FOOT	320	\$0.00	\$0.00	
4	INLET FILTERS	EACH	11	\$0.00	\$0.00	
5	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	20	\$50.00	\$1,000.00	
6	AGGREGATE BASE COURSE, TYPE B 8"	SQ YD	140	\$15.00	\$2,100.00	
7	BITUMINOUS MATERIALS (PRIME COAT)	POUND	300	\$0.50	\$150.00	
8	BITUMINOUS MATERIALS (TACK COAT)	POUND	3,900	\$0.50	\$1,950.00	
9	LEVELING BINDER (MACHINE METHOD), N50	TON	242	\$75.00	\$18,150.00	
10	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	50	\$75.00	\$3,750.00	
11	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	510	\$80.00	\$40,800.00	
12	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	2,365	\$7.00	\$16,555.00	
13	DETECTABLE WARNINGS	SQ FT	70	\$30.00	\$2,100.00	
14	HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/4"	SQ YD	5,805	\$3.00	\$17,415.00	
15	CURB REMOVAL	FOOT	450	\$10.00	\$4,500.00	
16	SIDEWALK REMOVAL	SQ FT	1,510	\$3.00	\$4,530.00	
17	PIPE UNDERDRAINS, TYPE 2, 6"	FOOT	560	\$25.00	\$14,000.00	
18	CONCRETE CURB, TYPE B	FOOT	450	\$30.00	\$13,500.00	
19	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	50	\$20.00	\$1,000.00	
20	PAINT PAVEMENT MARKING - LINE 4"	FOOT	2,400	\$2.00	\$4,800.00	
21	STEEL ADJUSTING RINGS	EACH	4	\$200.00	\$800.00	
22	EXPLORATORY EXCAVATION	EACH	3	\$500.00	\$1,500.00	
23	SEEDING, SPECIAL	SQ YD	400	\$10.00	\$4,000.00	
24	CLASS D PATCHES, 5 INCH	SQ YD	410	\$60.00	\$24,600.00	
25	COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	50	\$50.00	\$2,500.00	
26	GUARANTEE & MAINTENANCE BOND	L SUM	1	\$5,000.00	\$5,000.00	
27	STRUCTURES TO BE ADJUSTED	EACH	4	\$500.00	\$2,000.00	
28	EARTH EXCAVATION (SPECIAL)	CU YD	60	\$60.00	\$3,600.00	
29	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID, SPECIAL	EACH	6	\$1,500.00	\$9,000.00	
30	CHAIN LINK FENCE REMOVAL (SPECIAL)	FOOT	235	\$20.00	\$4,700.00	



# AIA® Document A101® – 2017

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the Twentieth day of October in the year Two thousand twenty  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address and other information)*

City of Wood Dale  
Wood Dale Police Department  
404 N. Wood Dale Road  
Wood Dale, Illinois 60191

and the Contractor:  
*(Name, legal status, address and other information)*

G. Fisher Commercial Construction, Inc.  
2 S. Hanks Road, Suite C  
Aurora, Illinois 60506

for the following Project:  
*(Name, location and detailed description)*

City of Wood Dale Police Department Covered Parking Lot  
404 N. Wood Dale Road  
Wood Dale, Illinois 60191

The Architect:  
*(Name, legal status, address and other information)*

FGM Architects Inc. (FGMA)  
1211 West 22<sup>nd</sup> Street, Suite 700  
Oak Brook, Illinois 60523  
FGM Project No. 20-2994.01

The Owner and Contractor agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

## TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

### EXHIBIT A INSURANCE AND BONDS

#### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

#### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

#### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*
- Within seven (7) days of execution of Contract

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

Init.

/

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[ X ] By the following date: No later than December 20, 2020

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Northern Parking Lot	No later than December 20 <sup>th</sup> , 2020

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Six hundred seventy-five thousand and 00/100 (\$ 675,000.00 ), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

Item	Price
Owners Contingency	\$30,000.00

#### § 4.4 Unit prices, if any:

*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
Unit Price Schedule as defined in Bid		

#### § 4.5 Liquidated damages, if any:

*(Insert terms and conditions for liquidated damages, if any.)*

Northern Parking lot as defined in Bid Addendum

#### § 4.6 Other:

*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

N/A



## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty ( 30 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Ten percent (10%)

Init.

§ 5.1.7.1.1 The following items are not subject to retainage:  
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:  
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:  
(Insert any other conditions for release of retainage upon Substantial Completion.)

N/A

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

## § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
(Insert rate of interest agreed upon, if any.)

%

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.  
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

**§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

**§ 7.1.1** If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)*

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** The Owner’s representative:  
*(Name, address, email address, and other information)*

Mr. Jeffrey Mermuys  
City Manager  
City of Wood Dale  
404 N. Wood Dale Road  
Wood Dale, Illinois 60191

**§ 8.3** The Contractor’s representative:  
*(Name, address, email address, and other information)*

Mr. George R. Fisher, Jr.  
President  
G. Fisher Commercial Construction, Inc.  
2 S. Hanks Road, Suite C  
Aurora, Illinois 60506

**§ 8.4** Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

Init.

**§ 8.5 Insurance and Bonds**

**§ 8.5.1** The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

**§ 8.5.2** The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

**§ 8.6** Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

**§ 8.7** Other provisions:

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

**§ 9.1** This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4

*(Paragraphs deleted)*  
Drawings

Number	Title	Date
000115	List of Drawing Sheets	September 18, 2020

- .6 Specifications

Section	Title	Date	Pages
000001	Table of Contents	9/18/2020	1 - 3

- .7 Addenda, if any:

Number	Date	Pages
Addendum No. 1	09/28/2020	1 - 9
Addendum No. 2	09/29/2020	1 - 2
Addendum No. 3	09/30/2020	1 - 2

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:  
*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

*(Paragraphs deleted)*



[ X ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
A201 - 2017	General Conditions of the Contract for Construction	09/18/2020	1 - 49

- .9 Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

G. Fisher Bid Form dated 09/30/2020

This Agreement entered into as of the day and year first written above.

*Annunziato Pulice*

OWNER (Signature)

Annunziato Pulice, Mayor

(Printed name and title)

*George R. Fisher, Jr.*

CONTRACTOR (Signature)

George R. Fisher, Jr. President 10/26/2020

(Printed name and title)

Init.