

RESOLUTION NUMBER 02-13

RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO EXECUTE AN AGREEMENT WITH ALBRECHT ENTERPRISES FOR THE DEMOLITION OF PROPERTY LOCATED AT 525 E. MAIN STREET, EAST DUNDEE, ILLINOIS

WHEREAS, the Village of East Dundee is a home rule unit of local government under and pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, has the authority to exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals, and welfare; and

WHEREAS, The Village of East Dundee (the Village) desires to demolish the building located at 525 E. Main Street, East Dundee, Illinois; and

WHEREAS, the Village of East Dundee has received bids for the demolition, and the lowest responsible bidder is Albrecht Enterprises, Des Plaines, Illinois, as set forth in Exhibit 1 attached hereto; and

WHEREAS, it is in the best interest of the Village of East Dundee for the Village President to execute the Demolition Agreement with Albrecht Enterprises on the terms set forth in the agreement attached hereto;

NOW THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, KANE AND COOK COUNTIES, ILLINOIS, AS FOLLOWS:

Section One. That the Village President is authorized to execute the Demolition Agreement attached hereto as Exhibit 1, and to take all other actions necessary to effectuate the purposes set forth in this Resolution.

Section Two. Severability. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

Section Three. Repeal. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section Four. Publication. This resolution shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form if required by law.

Adopted this 22 day of January, 2013, pursuant to a roll call vote as follows:

AYES:
Trustees Gorman, Lynam, Mullen, VanOstenbridge and President Bartels

NAYES:

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ABSENT:
Trustees Ruffalo and Skillicorn

Approved by me this 22 day of January, 2013.

Jerald Bartels
JERALD BARTELS, President

Published in pamphlet form this 23 day of January, 2013, under the authority of the President and Board of Trustees.

ATTEST:
Hester Luchter
Village Clerk

Recorded in the Village Records on January 23, 2013.

DEMOLITION AGREEMENT

This agreement made the 15th day of January 2013,

BETWEEN

AND

Albrecht Enterprises, Inc.
 1684 E. Oakton St.
 Des Plaines, IL 60018
 847.827.2444 Phone
 847.827.3399 Fax

Village of East Dundee
 120 Barrington Avenue
 East Dundee, IL 60118
 847.426.2822 :Phone
 847.426.2956 :Fax jkelly@eastdundee.net :Email
ATTN: Jim Kelly
 (Hereinafter referred to as "Owner")

(Hereinafter referred to as "Albrecht Enterprises" or "Contractor")

Project Name:

(Owner please provide real estate tax number)

Project Location: 525 E. Main Street
 East Dundee, IL

PIN #: _____

Office Use Only

Job #: _____

Scope of Services:

1. Demolish (1) one-story CMU commercial building.
 - a. Break and remove all concrete floor slabs, footings and foundations to 4'0" below grade.
 - b. Transport debris to a licensed facility.
 - c. Backfill foundation with onsite material (no compaction)
 - d. Remove light poles and bases
2. Send demolition notification and fee to IEPA.
3. Furnish and install 6'0" panel construction fence on south and east sides of property (includes (3) month rental)
4. Remove (4") of asphalt parking lot (no petromat) and rough grade parking area to existing site grades.

Contract pricing per above scope:

DESCRIPTION	BASE BID
1. Demolition	45,000.00
2. IEPA Notification Fee	150.00
3. Temporary Fence	2,750.00
4. Asphalt parking lot removal	14,950.00
TOTAL	62,850.00

Prices are valid for six (6) months

Other Work Conditions:

- Albrecht Enterprises will supply all bonds and insurance required by the governing City/Village.
- Owner will supply all permits required by the Village of East Dundee and/or any other governing bodies. If Albrecht Enterprises procures the permits, the Owner will be responsible for the reimbursement of permit costs, expenses associated with obtaining said permits, and a 5% markup for administrative expenses.
- Owner will coordinate gas, electric, and telephone utility disconnects.
- Owner will disconnect water and sewer services outside property lines.
- Owner will be responsible for the reimbursement of any re-mobilization or heavy equipment transportation costs incurred due to Owner delays/scheduling.
- All salvage rights to become this Contractor's upon acceptance of this proposal.
- Any work performed outside the Scope of Services as outlined above will be an additional cost to the contract price as stated herein.

Robert J. Skucha
 Initial _____

▪ **EXCLUSIONS**—This proposal does not include any of the following unless stated otherwise in the Scope of Services:

- No removal of any substances regulated by the Environmental Protection Agency (i.e. asbestos, contaminated soils, oils, etc...)
- No engineering services (i.e. surveys, soil testing, etc...)
- No removal of any unsuitable excavated material (i.e. non-compactable clay).
- No erosion control (i.e. silt fence, inlet baskets, etc...)
- No removal of any sewer spoils.
- No removal of any public sidewalks.
- No removal of any underground storage tanks.
- No removal of tires or batteries.
- No removal of any trees, bushes, shrubs or any site restoration.
- No removal or handling of any buried debris or rubble.
- No removal or pumping of any septic tanks.
- No capping of any fresh water wells.
- No furnishing of any additional fill.
- No pumping of any ground or rainwater.
- No re-grading of areas disturbed by others.
- No excavation in any public rights of way.
- No construction of any pedestrian safety or traffic control (i.e. lane closures, arrow boards, etc...)
- No disconnection, removal or relocation of existing utilities.

Standard Terms and Conditions:

1. **Exclusions.** Unless specifically stated, Albrecht Enterprises does not include in the proposal the breaking of heavy frost, shoring, bracing, hand compaction, hand excavating, barricades, costs of soil tests, furnishing any additional fill, pumping, or underpinning.
2. **Payment Terms.** Unless otherwise indicated in the Agreement, the full amount of the fee and expenses as provided for in the Agreement, less any prior payment, are due upon completion of the work outlined in the agreement. The fees for the work are not contingent upon any other action. A delinquency notice will be sent at the end of a thirty day period, and one week after the notice is sent, a 1.5 percent interest charge is added each month, retroactively to the date of the invoice, to invoices which are more than 30 calendar days outstanding. Invoices outstanding more than 60 days are referred to the Albrecht Enterprises authorized collection agent. It is agreed that, in the event collection action or legal action becomes necessary to enforce collection of invoices, the Owner is responsible for all collection costs including, but not limited to, the fees of collection agencies, attorneys, court costs and all related expenses.
3. **Right to Stop Work Due to Payment Delinquency.** Albrecht Enterprises reserves the right to stop work specified under the scope of services attached hereto if any progress invoice is more than 30 days outstanding. In such instance, the Owner shall retain complete liability for payment of fees and expenses associated with work performed through the date work was stopped.
4. **Termination.** Subsequent to execution of the Agreement by the Owner and its acceptance by Albrecht Enterprises either party may terminate the Agreement without cause upon providing written notice to the other party. Should the Agreement be terminated, written notice must be conveyed via certified mail, and all costs associated with Albrecht Enterprises work rendered to the date of receipt (or mailing, if initiated by Albrecht Enterprises) of the termination notice must be paid in full by the Owner, as well as any associated expenses and the expense processing fee.
5. **Excusable Delays.** Albrecht Enterprises shall not be in default of its obligations under the Agreement if such failure arises out of causes beyond its control and without the fault or negligence of Albrecht Enterprises. Such causes may include, but are not restricted or limited to, acts of God, acts of any government, fires, floods, electrical brownouts, strikes, or unusually severe weather. Other circumstances creating excusable delays include, but are not limited to, delivery of a corresponding retainer fee, delivery of an executed Agreement without corresponding delivery of all data required for Albrecht Enterprises to perform its services (as specified in the Agreement or in attachments thereto), changes in the scope of services requested by the Owner before or after execution of the Agreement and/or the commencement of work, Owner initiation of changes in a development plan or project after work has commenced, or any other delay prompted by an action on the part of the Owner.

Any delays associated with delivery of the specified product due to an Owner's tardiness in providing Albrecht Enterprises with data it needs to complete the engagement shall not be deemed a breach of the Agreement by Albrecht Enterprises. Should an Owner change the scope of services, any deadline date or cost of maximum specified in the Agreement will be changed accordingly. This may be done by Albrecht Enterprises verbally or in writing. Any excusable delay caused by a change in the scope of services or a change in the development plan or program will cause an increase in the Albrecht Enterprises fee. Any increase will be billed on an hourly plus expenses basis in addition to the fee cited in the Agreement.
6. **Binding Arbitration.** All claims, disputes, and other matters of question arising out of, or relating to the Agreement or alleged breaches thereof, shall, at the option of Albrecht Enterprises, be decided by arbitration in accordance with the rules of the American Arbitration Association. Written notice of the demand for arbitration shall be filed with the Owner and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after institution of legal or equitable proceedings rendered by the arbitrator shall be final, and the judgment may be entered in any court having jurisdiction thereof. The request to arbitrate versus the pursuit of other remedies shall unilaterally be the right of Albrecht Enterprises and not of the Owner. Arbitration costs shall be paid by the non-prevailing party.
7. **Utility Location.** Albrecht Enterprises will contact all public utilities which may have underground or above-ground services and notify each of the work at least seventy two (72) hours prior to the planned commencement time. Albrecht Enterprises will request that each public utility clearly identify the locations of all services on the property prior to the commencement of work. It is the responsibility of the Property owner to clearly identify all private utilities and buried structures within the property boundaries prior to the initiation of all field activities.

Robert J. Skusha
 Initial

8. **Other Matters.** Owner agrees to indemnify, defend and hold Albrecht Enterprises harmless forever from and against any and all liabilities, demands, claims, causes of action, assessments, losses, costs, damages or expenses, including all attorneys', accountants', and consultants' fees and expenses and court costs, imposed on, accrued against, sustained or incurred by Owner in connection with this Agreement, except for such liabilities arising as a result of Albrecht Enterprises negligence. Albrecht Enterprises without agreeing to maintain such coverage in the future, will be responsible up to the limits of its available and collectable insurance of errors or omissions.

Albrecht Enterprises shall not be liable for damage or injury to any subterranean structures (including, but not limited to, pipes, tanks, wells, and cables) or any existing subterranean conditions, or the consequences of such damage or injury, if such structures or conditions were known or should have been known to Property owner and were not shown, or were incorrectly shown, on plans furnished by the Property owner to Albrecht Enterprises in connection with the Services.

Payment Terms:

- 100% of demolition amount due upon completion.
- All work performed outside of the Scope of Services is due upon receipt of invoice.

ACCEPTANCE

Albrecht Enterprises is hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which the undersigned agrees to pay the amount mentioned in said proposal, and according to the terms thereof.

By: Robert J. Skurla
(Signature)

Date: January 24, 2013

Name: Robert J Skurla
(Please print)

Title: Village Administrator

and [Signature]

Robert Albrecht, President
ALBRECHT ENTERPRISES, INC.

Robert J. Skurla
Initial