

**ORDINANCE NO. CO-2022-15**

**ORDINANCE AUTHORIZING THE APPROVAL AND EXECUTION OF  
A LOW BID RESPONSE AND CONSTRUCTION AGREEMENT WITH J. NARDULLI CONCRETE, INC.  
FOR THE COMPLETION OF THE 2022 ROADWAY IMPROVEMENTS PROJECT,  
AND THE APPROPRIATION AND EXPENDITURE OF MADISON STREET / 5TH AVENUE  
TIF DISTRICT FUNDS AND VILLAGE GENERAL FUNDS TO PAY FOR THE PROJECT  
(Project Cost: \$1,752,498.00; Project Locations: Portions of 2nd Avenue,  
3rd Avenue, 8th Avenue, Erie Street, School Street and Wilcox Street)**

**WHEREAS**, the President and Board of Trustees (the “Corporate Authorities”) of the Village of Maywood, Cook County, Illinois (the “Village”), in an effort to revitalize the Village’s local economy and provide for the comprehensive and coordinated development of an underutilized and blighted area within the Village, have adopted a redevelopment plan and project, designated a redevelopment project area, and adopted the use of tax increment financing (“TIF”) in accordance with the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 as amended (the “Act”), for the Madison Street / 5th Avenue Tax Increment Financing Redevelopment Project Area (the “Project Area”); and

**WHEREAS**, the Corporate Authorities have determined that, in order to encourage private investment and restore and enhance the tax base of the Village and affected taxing districts, certain blighting and adverse conditions within the Project Area must be removed, certain infrastructure improvements must be made, and the Project Area must be redeveloped; and

**WHEREAS**, the removal of blight and adverse conditions, the completion of infrastructure improvements and the redevelopment of the Project Area require the expenditure of redevelopment project costs as defined in the Act, and as summarized in the Madison Street / 5th Avenue Tax Increment Financing Redevelopment Project and Plan (the “Plan”) by the Village; and

**WHEREAS**, under Ordinance No. CO-2013-12, approved at a public meeting on March 13, 2013, the Corporate Authorities extended the estimated date of completion of the Original Plan and Project, and the estimated date of the retirement of all obligations incurred to finance redevelopment project costs as defined by the Original Plan and Project, to December 31, 2020, subject to receipt of year 2020 incremental real estate tax revenues during calendar year 2021; and

**WHEREAS**, under Ordinance No. CO-2020-39, Ordinance No. CO-2020-40 and Ordinance No. CO-2020-41, approved at a public meeting on December 29, 2020, the Corporate Authorities extended the estimated date of completion of the Original Plan and Project, and the estimated date of the retirement of all obligations incurred to finance redevelopment project costs as defined by the Original Plan and Project, to December 31, 2032, subject to receipt of year 2032 incremental real estate tax revenues during calendar year 2033; and

**WHEREAS**, it is necessary to consider and approve the use of TIF Funds during calendar year 2022 to complete certain infrastructure improvement projects in order to stimulate reinvestment in the Project Area. The Corporate Authorities have identified and approved the completion of the following infrastructure improvement project(s) within the Project Area (collectively, the “Infrastructure Improvement Projects”), using TIF Funds to pay for such Infrastructure Improvement Projects, in whole or in part:

**A. 2022 Roadway Improvements Project:** Consisting of the improvements as more fully described in the Village Engineer’s Memorandum dated July 27, 2022, and attached hereto as part of Group Exhibit “A”; and

The funding sources for the Project are the Madison Street / 5th Avenue Tax Increment Financing

District Fund (“Madison Street / 5th Avenue TIF District Funds”) and the Village’s General Fund. Based on the location of the Project work, the funding allocation for the Project costs shall be split as follows: 92.8% shall be paid with Madison Street / 5th Avenue TIF District Funds and 7.2% with the General Fund; and

**WHEREAS**, based on a competitive bidding process, J. Nardulli Concrete, Inc. of Cicero, Illinois (the “Contractor”) was the lowest, responsive, qualified bidder, who submitted a bid to perform the Project work for an amount “not to exceed” \$1,752,498.00 (“Low Bid Price”); and

**WHEREAS**, the Corporate Authorities find that it is desirable and in the best interests of the Village residents, property owners, businesses and the public to authorize and cause the expenditure of TIF Funds to complete the Project Improvements within the Project Area, which expenditures will be paid on or after the date of passage of this Ordinance (the “Expenditures”).

**BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, THAT:**

**SECTION 1: Recitals.** The statements set forth in the preambles of this Ordinance are found to be true and correct and are adopted as part of this Ordinance.

**SECTION 2: Authority.** The Village is a duly constituted and organized home rule municipality, as described in Article VII (Local Government), Section 6 (Powers of Home Rule Units) of the Illinois Constitution of 1970, and, as such, may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to tax and incur debt. This Ordinance is adopted in connection with implementing the Plan in accordance with the Act.

**SECTION 3: Estimate of Expenditures.** The Village intends to incur Expenditures in connection with Project within the Plan and Project Area including, but not limited to, the following:

1. The amount of the Low Bid Price to pay for the costs of construction of the Project.
2. Costs for professional services related to the Project, including but not limited to legal, zoning, redevelopment, consulting, architectural and engineering services, landscape architectural services, design guidelines, appraisals, surveys, market studies, traffic studies, and environmental and geotechnical services.

A Preliminary Estimate of Expenditures to be incurred and reimbursed, in connection with the Project, as provided by the Village Engineer and/or the Village Manager, is as follows: Based on a competitive bidding process, the Contractor submitted the low bid to perform the Project work for an amount “not to exceed” \$1,752,498.00.

The Bid Opening Results and Recommendation, as set forth in a Memorandum dated July 27, 2022 and prepared by the Village Engineer for the Project, is attached hereto as **Group Exhibit "A"** and made a part hereof.

**SECTION 4: Authorization of Expenditures; Award of Contract.** The expenditure of funds from the TIF Fund is authorized up to the amounts set forth in Section 3, or such additional amounts necessary to complete any additional work related to the Project as subsequently approved or authorized by the Corporate Authorities. The President and Board of Trustees award the contract for the Project to the Contractor, the lowest, responsive, qualified bidder, in an amount not to exceed \$1,752,498.00 ("Low Bid Price").

**SECTION 5: Execution and Delivery of Contract and Other Documents.** The President and Board of Trustees of the Village of Maywood also authorize the approval and execution of the Construction Agreement, a copy of which is incorporated herein by reference as part of **Group Exhibit "A"** attached hereto, for the purposes set forth in this Ordinance. The Board of Trustees further authorize and direct the Village President and the Village Clerk, or their designees, or the Village Manager, or their designee, to execute and deliver the final version of the Construction Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and all other instruments and documents that are necessary to fulfill the Village's obligations under the Construction Agreement. The President and Board of Trustees of the Village of Maywood further authorize the payment of all costs that are necessary to fulfill the Village's obligations under the Construction Agreement. The Village Clerk, or their designee, shall transmit executed originals or certified copies of all documents, including the Construction Agreement, to all parties and agencies that are entitled to receive such documents, as required and directed by any other governmental oversight regulatory agency, in order to comply with the terms of the Construction Agreement.

**SECTION 6: Repealer.** All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

**SECTION 7: Severability.** Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

**SECTION 8: Ratification.** All actions of the Corporate Authorities, agents and employees of the Village that are in conformity with the purpose and intent of this Ordinance, whether taken before or after the adoption of this Ordinance, are ratified, confirmed and approved.

**SECTION 9: Effective Date.** This Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as required by law.

**ADOPTED** this 16th day of August, 2022, pursuant to a roll call vote as follows:

**AYES:** Mayor Booker, Trustee(s) A. Sanchez, S. Reyes-Plummer, M. Jones, M. Lightford,  
A. Peppers and I. Brandon

**NAYS:** None

**ABSENT:** None

**APPROVED** by me as Village President, and attested to by the Village Clerk, on the 16th day of August 2022.

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Nathaniel George Booker, Village President

**ATTEST:**

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Gwaine Dianne Williams, Village Clerk

Published by me in pamphlet form this 17<sup>th</sup> day of August, 2022.

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Gwaine Dianne Williams, Village Clerk

**Group Exhibit "A"**

**Bid Opening and Recommendation for the Project**

**Memorandum dated July 27, 2022  
and prepared by the Village Engineer (Edwin Hancock Engineering Company)**

(attached)

**and**

**AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND  
J. NARDULLI CONCRETE, INC. RELATIVE TO  
2022 ROADWAY IMPROVEMENTS PROJECT**

(attached)

**AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND  
J. NARDULLI CONCRETE INC. RELATIVE TO  
2022 ROADWAY IMPROVEMENTS PROJECT**

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the VILLAGE OF MAYWOOD, Cook County, Illinois, an Illinois Municipal Corporation (hereinafter referred to as the "VILLAGE") and J. Nardulli Concrete Inc., 3517 S. 60<sup>th</sup> Court, Cicero, Illinois 60804, an Illinois Corporation (hereinafter referred to as the "CONTRACTOR").

The VILLAGE and CONTRACTOR agree as set forth below:

1. The CONTRACTOR, for the considerations hereinafter set forth, hereby agrees to and with the VILLAGE, that it will furnish and provide all labor, materials, equipment and services and do all else required to perform and complete the 2022 Roadway Improvements Project, Village of Maywood, Illinois, Cook County (the "Project"), as set forth in any clarifications or addendums, the Project Specifications and Bidding Documents, and the Project Plans entitled "2022 Roadway Improvements Project, Village of Maywood, prepared by Edwin Hancock Engineering Co., consisting of Twenty (20) sheets with the latest revision date of July 6, 2022, attached hereto, made a part hereof, and designated as Exhibit "A" and Exhibit "B" respectively (the "Work"). In the event of any conflict or inconsistency between this Agreement and Exhibits the terms of this Agreement shall control.
2. The effective date of this Agreement is the date the VILLAGE executes the Agreement by signing below. The Agreement shall remain in effect until the completion of the Project or until mutually terminated by the parties. The work to be performed under this Agreement shall be commenced within fifteen (15) days of the date of this Agreement and shall be completed on or before December 16, 2022, additionally adhering to the interim completion date requirements of November 24, 2022. Upon satisfactory completion of the Project, the VILLAGE'S only continuing obligation is to pay the CONTRACTOR for the work performed in accordance with the terms of this Agreement;
3. The VILLAGE shall pay the CONTRACTOR for completion of the Work in accordance with the Contract Documents, and subject to additions and deductions by Change Order(s) as provided in the Contract Documents, the sum of One Million Seven Hundred Fifty-Two Thousand Four Hundred Ninety-Eight and 00/100 Dollars (\$1,752,498.00). The VILLAGE shall pay for the Work through a combination of VILLAGE Madison Street TIF Funds and General Funds. The Contract Price has been determined pursuant to the CONTRACTOR'S Proposal dated July 21, 2022;
4. If the rate of progress is satisfactory to the VILLAGE, payment requests will be submitted by the Contractor to the VILLAGE once a month during the progress of the improvement for ninety percent (90%) of the value of the work done and in place at the date of the preparation of the payment estimate. Payment will be made to the CONTRACTOR once all required waivers of lien for material suppliers and subcontractors have been submitted to the VILLAGE. The waivers of lien will be for the amount of the current payment estimate, except for the final estimate where the waivers of lien shall be for the total contract amount. Upon final completion and acceptance of the work, a final estimate will be issued for the total amount due under the Contract, less previous payments and liquidated damages;
5. This Agreement provides for the performance of a Project within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement

and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.”;

6. CONTRACTOR will indemnify and hold harmless, protect and defend, at CONTRACTOR’S own cost and expense, the VILLAGE, its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, attorneys, or other persons or property standing in the interest of the VILLAGE, from any and all risks, lawsuits, actions, damages, losses, expenses (including attorneys' fees), claims, or liabilities of any character, brought because of any death, injuries or damages received or sustained by any person, persons, or property on account of any act, omission, neglect or misconduct of CONTRACTOR, its officers, agents and/or employees, including any of its subcontractors, or arising out of or in performance of any provision of this Agreement or the performance of the work in completing the Project, including any claims or amounts arising or recovered under the Workers’ Compensation Act or any other law, ordinance, order or decree;
7. During the term of this Agreement, CONTRACTOR shall provide the following types of insurance, written on the comprehensive form and as an "occurrence" policy, in not less than the specified amounts:
  - a. Comprehensive General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
  - b. Workers' Compensation - Statutory
  - c. Employer’s Liability: \$500,000 per incident.
  - d. Umbrella Coverage - \$3,000,000 per occurrence.
  - e. Automobile Coverage - \$1,000,000 per occurrence.

CONTRACTOR shall furnish to the VILLAGE, prior to commencing any activities under this Agreement, satisfactory proof of the above insurance requirements by a reliable insurance company or companies authorized to do business in Illinois. Such proof shall consist of certificates executed by the respective insurance companies and filed with the VILLAGE. Said certificates shall list the VILLAGE OF MAYWOOD and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, and attorneys, and EDWIN HANCOCK ENGINEERING COMPANY and its agents and employees as additional insureds on all required insurance policies.

8. Contractor certifies as follows:
  - a. That any work to be performed by it or its contractors on VILLAGE-owned property shall be in a good and workmanlike manner and in accordance with all applicable federal, state, and county laws and regulations and the Village codes, ordinances, and regulations, including but not limited to all local zoning ordinances and regulations, and other applicable codes.
  - b. That it is not barred from contracting with any unit of State or local government as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 33E-4).
  - c. That it shall comply with the Illinois Drug Free Work Place Act (30 ILCS 580/1 et seq.).
  - d. In the performance of its obligations pursuant to this Agreement, it shall comply with all applicable provisions of federal, state and local law, including those regulations in regard to all applicable equal employment opportunity requirements, the Equal Opportunity Clause of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) and the

Rules and Regulations of the Illinois Department of Human Rights and the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and all rules and regulations issued pursuant to those Acts. There shall be no discrimination on the basis of disabilities (as defined in the foregoing Acts) in the operations conducted by the CONTRACTOR hereunder. Any complaint of such discrimination received by the CONTRACTOR shall be immediately forwarded to the VILLAGE.

- e. That it shall comply with all applicable federal and state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees, including the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.). CONTRACTOR agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and CONTRACTOR further agrees to make all required withholdings and deposits, therefore. Such requirements shall be included by CONTRACTOR in all its contracts and agreements with any of its subcontractors for work to be performed pursuant to this Agreement. Any contracts entered into by Contractor with subcontractors for work to be performed pursuant to this Agreement must adhere to and require compliance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
  - f. CONTRACTOR also agrees to require any subcontractor doing work under this Agreement to agree to adhere to the requirements of this Section.
9. CONTRACTOR shall maintain a current, valid VILLAGE business license and shall post with the VILLAGE and keep on file and in force for the duration of this Agreement a contractor's license bond in the amount required by the Village Code.
10. The waiver of one party of any breach of this Agreement or the failure of one party to enforce any provisions hereof, shall be limited to the particular instance and shall not operate to bar or be deemed a waiver of enforcing against other or future breaches.
11. After this Agreement has been signed by CONTRACTOR, the Agreement shall be deemed dated and become effective on the date that the Village President signs the Agreement.

THIS AGREEMENT executed the day and year first written above.

J. NARDULLI CONCRETE, INC.,  
an Illinois corporation

VILLAGE OF MAYWOOD, an Illinois  
municipal corporation

By: \_\_\_\_\_  
Title:

By: \_\_\_\_\_  
Nathaniel George Booker, Village President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Title:

By: \_\_\_\_\_  
Gwayne Dianne Williams, Village Clerk



STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

**CLERK’S CERTIFICATE**

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, Cook County, Illinois, certify that the attached document is a true and correct copy of the Ordinance now on file in my office, entitled:

**ORDINANCE NO. CO-2022-15**

**ORDINANCE AUTHORIZING THE APPROVAL AND EXECUTION OF  
A LOW BID RESPONSE AND CONSTRUCTION AGREEMENT WITH J. NARDULLI CONCRETE, INC.  
FOR THE COMPLETION OF THE 2022 ROADWAY IMPROVEMENTS PROJECT,  
AND THE APPROPRIATION AND EXPENDITURE OF MADISON STREET / 5TH AVENUE  
TIF DISTRICT FUNDS AND VILLAGE GENERAL FUNDS TO PAY FOR THE PROJECT**

**(Project Cost: \$1,752,498.00; Project Locations: Portions of 2nd Avenue,  
3rd Avenue, 8th Avenue, Erie Street, School Street and Wilcox Street)**

which was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Regular Meeting of the Board of Trustees held on the 16th day of August, 2022, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 16th day of August, 2022.

I further certify that the vote on the question of the passage of the said Ordinance by the Board of Trustees of the Village of Maywood was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Maywood, and that the result of the vote was as follows, to wit:

**AYES:** Mayor Booker, Trustee(s) A. Sanchez, S. Reyes-Plummer, M. Jones, M. Lightford, A. Peppers and I. Brandon

**NAYS:** None

**ABSENT:** None

I do further certify that the original Ordinance, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 17<sup>th</sup> day of August, 2022.

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

SEAL