RESOLUTION NO. R-2018- 48

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF
A PROFESSIONAL ENGINEERING SERVICES AGREEMENT
WITH EDWIN HANCOCK ENGINEERING COMPANY
FOR FURNISHING PROFESSIONAL ENGINEERING SERVICES FOR PREPARATION OF
PHASE I PROJECT DEVELOPMENT REPORT FOR THE 19TH AVENUE IMPROVEMENT PROJECT
(MADISON STREET TO ST. CHARLES ROAD)

WHEREAS, the Department of Transportation and Highways of County of Cook, Illinois
(“CCDOT”) has approved and awarded the Village of Maywood (“Village”) an Invest in Cook/Connecting
Cook County Grant for Fiscal Year 2018 in the amount of Two Hundred Thousand and No/100 Dollars
($200,000.00) (the “Grant Funds”); and

WHEREAS, the Grant Funds will fund Phase I engineering services for the Village’s 19th Avenue
Improvement Project, from Madison Street to St. Charles Road (the “Project”). The Project will include,
but is not limited to, utility review, lighting analysis, accident analysis, pavement section design, plan
and profile design, preparation of drainage, environmental survey and traffic staging/detour reports,
coordination of meetings and completion of the final Project Development Report (“PDR”); and

WHEREAS, under Resolution No. R-2018-37, the Village President and Board of Trustees of the
Village of Maywood have accepted the Grant Funds and entered into an agreement entitled
“Intergovernmental Agreement” with Cook County, acting by and through its CCDOT, relative to the
receipt of the Grant Funds (the “Grant Agreement”); and

WHEREAS, the Village President and Board of Trustees of the Village now desire to enter into a
professional services agreement entitled “Professional Engineering Services Agreement With Edwin
Hancock Engineering Company For Furnishing Professional Engineering Services For Preparation Of
Phase I Project Development Report For The 19th Avenue Improvement Project (Madison Street To St.
Charles Road)” (the “Agreement”), a copy of which is attached hereto as Exhibit “1” and made a part
hereof, for the purpose of having the Village Engineer (Edwin Hancock Engineering Company) perform
Phase I Engineering Services for the Project. The Phase I Engineering Services will include the following
tasks and document preparation: a utility review, a lighting analysis, an accident analysis, a pavement
section design, a plan and profile design, preparation of drainage, environmental survey and traffic
staging/detour reports, coordination of meetings and completion of the final Project Development
Report to be filed with the Illinois Department of Transportation; and

WHEREAS, the President and Board of Trustees of the Village of Maywood have the authority to
approve and enter into the attached Agreement (Exhibit “1”) pursuant to its home rule powers and
contracting authority provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, as
well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), and find that entering into
the Agreement is in the best interests of the Village, its residents, property owners, local businesses and
the public.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE
VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:
SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The Village President and Board of Trustees authorize the approval and execution of a professional services agreement entitled “Professional Engineering Services Agreement With Edwin Hancock Engineering Company For Furnishing Professional Engineering Services For Preparation Of Phase I Project Development Report For The 19th Avenue Improvement Project (Madison Street To St. Charles Road)” (the “Agreement”), a copy of which is attached hereto as Exhibit “1” and made a part hereof. The Village President and Village Clerk, or their designees, are directed and authorized to execute the Agreement, and to execute and deliver all other instruments, payments and documents that are necessary in order to fulfill the Village’s obligations under the Agreement.

SECTION 3: The President and Board of Trustees of the Village of Maywood further authorize and direct that the Village President, the Village Clerk, the Village Manager, the Village Engineer and the Village Attorney, or their designees, transmit executed originals or certified copies of all documents, including the 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 Agreement. In addition, the Village Board authorizes and directs the President and Clerk, or their designees, to execute any updated version of the attached Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney.

SECTION 4: This Resolution shall be in full force and effect from and after its adoption, approval and publication in the manner provided by law.

ADOPTED this 2nd day of October, 2018 pursuant to a roll call vote as follows:

AYES: Mayor Perkins, Trustee(s) H. Yarbrough, I. Brandon, A. Sanchez, K. Wellington and M. Lightford

NAYS: None

ABSENT: Trustee R. Rivers

APPROVED by me as Village President, and attested by the Village Clerk, on the 3rd day of October, 2018.

______________________________
Edwenna Perkins, Village President

ATTEST:

______________________________
Viola Mims, Village Clerk

This Resolution was published by me in pamphlet form on the 3rd day of October, 2018.

______________________________
Viola Mims, Village Clerk
Exhibit “1”

Professional Engineering Services Agreement
With Edwin Hancock Engineering Company
For Furnishing Professional Engineering Services
For Preparation Of Phase I Project Development Report
For The 19th Avenue Improvement Project
(Madison Street To St. Charles Road)

(Invest In Cook/Connecting Cook County Grant for Fiscal Year 2018)

(attached)
MEMO

Date: September 26, 2018

To: Village of Maywood

Attn: Mr. Willie Norfleet, Jr. Village Manager

From: Bill Peterhansen, P.E., CFM

Re: Nineteenth Avenue Improvement Project
Phase I Project Development Report
Professional Engineering Services Agreement

Attached is our proposed Engineering Agreement to provide Professional Engineering Services associated with preparing and submitting a Phase I – Preliminary Development Report to the Illinois Department of Transportation for the study of Nineteenth Avenue from Madison Street to St. Charles Road.

Summary of Project Scope

The Phase I – Preliminary Development Report is the first step in obtaining funds for the construction of Nineteenth Avenue under the federally funded Surface Transportation Program administered by IDOT and programmed through the North Central Council of Mayors. Nineteenth Avenue is now eligible for funding under this program as it was recently reclassified as a Federal Aid - Urban Collector Route. The designation qualifies the roadway for federal assistance, which currently provides 70% of the funding with the local agency matching with non-federal source the remaining 30% of cost. As part of the process, the local agency (Village of Maywood) is responsible for completing a Phase 1 - Project Development Report, which identifies the existing conditions and reviews potential issues (geometrics, environmental, geotechnical, traffic, accident analysis, historical, local flooding, etc.) that impact the site, and the proposed project scope that addresses the applicable existing issues identified and how they will be addressed or mitigated. The Phase I - Project Development Report is then submitted to IDOT for their review and concurrence.
**Project Funding**

In 2018 the Village of Maywood made an application under Cook County's Invest-In-Cook Program for assistance in funding the Phase 1 - Project Development Report. The Village of Maywood was successful with its application for the second consecutive year, and it was awarded the full amount of $200,000 as requested for the project. The Intergovernmental Agreement with Cook County was approved recently by the board in September.

**Summary of Engineering Fees**

The Engineering Fee for this project is $200,000, which represents the time to collect and draft existing topographical survey information of the site; collect subsurface and pavement profiles, analyze existing traffic and accident data, submit the project to the IHPA, IEPA, and IDNR for a determination of sites that may be impacted along the project limits, review of the existing lighting levels, review of historical and current uses and potential environmental issue/contaminants that may be encountered during the construction of the project, review of the local sewer system and it capacity to address runoff from the site, review of the existing signalized intersection capacity at both St. Charles Road and Washington Boulevard as relates to proposed changes due to geometrics, preliminary design of the roadway profile and geometrics that include the analysis of parking lanes and potentially incorporation bicycle traffic either through a dedicated lane or shared traveled lane, review and analysis of the existing pavement condition and a proposed pavement design to address the current and projected traffic loading, holding of a public meeting to gain insights from local constituents and stakeholders regarding the existing condition and proposed improvements, attendance at coordination meeting with representatives of IDOT and the Federal Highway Administration regarding policy variances that may be required for stop signs, speed limit or other design criteria, drafting of the report and revising as necessary to obtain IDOT concurrence with the recommendations of the proposed project. The following is a breakdown of the associated cost for the project:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
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<tbody>
<tr>
<td>Topographic Survey</td>
<td>$24,700.00</td>
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<tr>
<td>Soil Borings Review</td>
<td>1,800.00</td>
</tr>
<tr>
<td>Environmental Survey Report</td>
<td>4,500.00</td>
</tr>
<tr>
<td>PESA Review</td>
<td>2,100.00</td>
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<tr>
<td>Utility Review</td>
<td>3,000.00</td>
</tr>
<tr>
<td>Lighting Review</td>
<td>3,500.00</td>
</tr>
<tr>
<td>Technical Drainage Memorandum</td>
<td>20,300.00</td>
</tr>
<tr>
<td>Exhibits</td>
<td>8,900.00</td>
</tr>
<tr>
<td>Draft Phase I Report</td>
<td>34,600.00</td>
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<tr>
<td>Final Phase I Report</td>
<td>12,800.00</td>
</tr>
<tr>
<td>Coordination Meetings W/IDOT and Feds</td>
<td>5,200.00</td>
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<td>Coordination Meetings: Village, County</td>
<td>5,900.00</td>
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<tr>
<td>Accident Analysis</td>
<td>3,100.00</td>
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<tr>
<td>Pavement Section Design</td>
<td>7,900.00</td>
</tr>
<tr>
<td>Traffic Staging/Detour</td>
<td>5,100.00</td>
</tr>
<tr>
<td>Description</td>
<td>Fee</td>
</tr>
<tr>
<td>-----------------------------------</td>
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</tr>
<tr>
<td>Public Meetings</td>
<td>6,800.00</td>
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<tr>
<td>Project Administration</td>
<td>9,200.00</td>
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<tr>
<td><strong>Phase I Report Engineering Fee</strong></td>
<td><strong>$159,400.00</strong></td>
</tr>
</tbody>
</table>

### Estimated Sub-Consultant Fees

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subsurface Investigations</td>
<td>$13,000.00</td>
</tr>
<tr>
<td>Preliminary Environmental Site Asmt. (PESA)</td>
<td>3,500.00</td>
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<tr>
<td>Intersection Design Studies</td>
<td>19,200.00</td>
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<tr>
<td>Professional Land Surveyor</td>
<td>4,900.00</td>
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<tr>
<td><strong>Total Estimated-Sub Consultant Fees</strong></td>
<td><strong>$40,600.00</strong></td>
</tr>
</tbody>
</table>

**Total Estimated Phase I Fees**

- **$200,000.00**

**Project Schedule**

The proposed project schedule (assuming a start date of October 2018) includes the first submittal of the report to IDOT by May 1, 2019 and final concurrence by IDOT by September 30, 2019.

We are available, at your convenience, to answer any questions regarding this project and our proposal.
AGREEMENT

between the

VILLAGE OF MAYWOOD

and the

EDWIN HANCOCK ENGINEERING COMPANY

for

FURNISHING OF PROFESSIONAL ENGINEERING SERVICES
PREPARATION OF PHASE I PROJECT DEVELOPMENT REPORT

for the

NINETEENTH AVENUE IMPROVEMENT PROJECT

in

MAYWOOD, ILLINOIS

September 2018
AGREEMENT
between the
VILLAGE OF MAYWOOD
and the
EDWIN HANCOCK ENGINEERING COMPANY
for
FURNISHING OF PROFESSIONAL ENGINEERING SERVICES
PREPARATION OF PHASE I PROJECT DEVELOPMENT REPORT
for the
NINETEENTH AVENUE IMPROVEMENT PROJECT
in
MAYWOOD, ILLINOIS

THIS Agreement, made and entered into between the Village of Maywood, hereinafter referred to as "VILLAGE", and the Edwin Hancock Engineering Co., hereinafter referred to as "ENGINEER", covers the furnishing of Professional Engineering Services necessary for the preparation of a Phase I Project Development Report for an improvement of Nineteenth Avenue from Madison Street to St. Charles Road in the Village of Maywood, Cook County, Illinois.

Phase I Engineering consists of the preparation of the project development report in accordance with the requirements of the Illinois Department of Transportation (IDOT).

WITNESSETH THAT; in consideration of these premises and of the mutual covenants set forth,

A. THE ENGINEER AGREES;
   I. To perform, or be responsible for the performance of, the following Phase I Report Engineering services for the proposed improvement:

      1. Preparing preliminary design criteria.

      2. Make such detailed topographical surveys as are necessary for the preparation of detailed roadway plans.

      3. Preparation of the Roadway Project Development Report (PDR), IDOT Form BLR 22211, in accordance with the current requirements of the IDOT. Key items included as part of the PDR are:

         a. Preliminary design of the proposed geometrics of the roadway including pavement width, sidewalk width and location, bicycle path or lane width and location, and analysis of turning movements for vehicles utilizing the roadway.

         b. Preparation of a Drainage Report which analyzes the capacity of the existing storm water drainage system that serves the
roadway and identifies potential improvements that may be necessary.
c. Coordination with existing public utilities.
d. Analysis of existing accident data to determine if high accident areas exist and if there are any proposed improvements that could improve the safety of the roadway.
e. Analysis of the condition of the existing roadway lighting system and provide preliminary design of a new roadway lighting system, if necessary.
f. Analysis of existing and proposed traffic volumes and soil conditions to prepare the proposed pavement design.
g. Analysis of existing traffic patterns and coordination with business owners to determine the proper staging of construction and for the development of a detour plan for through traffic.
h. Holding of public meetings with Village personnel and stakeholders along the improvement to receive feedback on existing issues with roadway and discuss proposed improvements.
i. Attendance at several meetings including meetings with representatives of Illinois Department of Transportation, Federal Highway Administration as well as internal meetings with the personnel from the Village.

4. To endorse all documents furnished by the ENGINEER pursuant to this AGREEMENT by showing his signature and professional seal where such is required by Law.

II. To cause to be furnished, when required, the following services by subletting the work to a firm or firms qualified to provide the services, the selection of the firm and their fee schedule being first subject to the approval of the VILLAGE:

1. Preparation of an Intersection Design Study (IDS) for the existing signalized traffic signals at the intersection of Nineteenth Avenue and Washington Boulevard, and Nineteenth Avenue and St. Charles Road to complete the Report in accordance with the current requirements of IDOT.

2. Performance of Subsurface investigations, including pavement cores and soil borings, preparing soils profiles and analysis thereof as may be required to furnish sufficient data for the design of the proposed improvement, in accordance with the current requirements of IDOT.

3. Performance of a Preliminary Environmental Site Assessment (PESA) in accordance with the current requirements of IDOT.
4. Performance of surveying by a licensed Illinois Professional Land Surveyor, for work associated with determining the existing location of Nineteenth Avenue's right-of-way from Madison Street to St. Charles Road.

III. That ENGINEER will save harmless the VILLAGE and its employees from all damages and liabilities caused by negligent or wrongful acts or omissions of ENGINEER in the performance of professional services or by anyone for whose acts ENGINEER is liable. ENGINEER shall carry insurance as agreed upon between VILLAGE and ENGINEER, including insurance covering this indemnity. Such insurance shall remain in force until all work is completed and all final measurements and reports have been made and accepted by the VILLAGE.

B. THE VILLAGE AGREES:

I. That for the performance by the ENGINEER of the engineering services set forth above, the VILLAGE shall pay the ENGINEER on the following basis of payment:

1. The ENGINEER's compensation for all services performed as stipulated in above Section A.I shall be a PHASE I REPORT ENGINEERING FEE in the amount of One Hundred Fifty-Nine Thousand Four Hundred Dollars ($159,400.00), unless there is a substantial change in the scope, complexity, or character of the work to be performed or there is a substantial overrun in the time necessary for the ENGINEER to complete the work due to causes beyond its control, no increase in Fees shall occur without the advance written agreement of the VILLAGE. Under such circumstances, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of this AGREEMENT, and shall be documented by a change order or amendment to this AGREEMENT.

2. Subletted Services as described in Section A.II shall be paid at the actual costs to the ENGINEER, said costs being separate from the PHASE I REPORT ENGINEERING FEE. "Costs to ENGINEER" shall be validated by the ENGINEER furnishing the VILLAGE copies of invoices from the party doing the work. Estimated costs to the ENGINEER are as outlined in Attachment B – Project Fee Schedule – Sub-Consultant Fees. The cost for the subletted services in Section A.II shall not be subject to the maximum total amount payable defined above, but must be agreed upon in writing in advance of the work.

3. For any related work requested of the ENGINEER that is outside the scope of this AGREEMENT, the costs for the engineering services rendered shall be determined by the Schedule of Hourly Rates shown in Attachment A.
II. That payment to the ENGINEER for the services rendered shall be made in the following manner:

1. During the performance of the work, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the VILLAGE, monthly progress payments for the work performed shall be due and payable to the ENGINEER. Such monthly payments shall be equal to One Hundred Percent (100%) of the value of services rendered to date based on percent completion of tasks as outlined in Attachment B – Project Fee Schedule - Phase I Report Engineering, plus One Hundred Percent (100%) of costs incurred to date for Subletted Services, less all previous payments made to the ENGINEER under this AGREEMENT.

2. Final Payment - Upon delivery of final Phase I Report to the VILLAGE, One Hundred Percent (100%) of the total PHASE I REPORT ENGINEER FEE, less progress payments made, shall be due and payable to the ENGINEER.

3. Payments by the VILLAGE shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1, et seq.).

C. IT IS MUTUALLY AGREED:

I. That this AGREEMENT may be terminated by either party upon a thirty (30) days written notice should the other party fail substantially to perform in accordance with the terms of the AGREEMENT through no fault of the other. Upon such termination and upon payment in full to ENGINEER of all sums due and owing it, the ENGINEER shall cause to be delivered to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from soil surface and subsurface investigations with the understanding that all such materials become the property of the VILLAGE. The ENGINEER shall be paid promptly for any services completed and any services partially completed. VILLAGE assumes all responsibility and releases ENGINEER from any liability arising from the VILLAGE’S use of partially completed drawings, specifications, or other work product prepared by ENGINEER or for any reuse of ENGINEER’S work product on another project.

II. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
III. The VILLAGE and the ENGINEER waive consequential damages for claims, disputes or other matters in question arising out of or relating to this AGREEMENT. This mutual waiver applicable, without limitation, to all consequential damages due to either party’s termination in accordance with the terms of this AGREEMENT.

IV. Along with the General Conditions Attachment to Engineering Agreement attached hereto, this AGREEMENT represents the entire and integrated agreement between the VILLAGE and the ENGINEER and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended only by written instruments signed by both parties hereto.
In witness whereof, the parties have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officers as of the dates below indicated.

Executed by the VILLAGE, this

_______ day of ____________________, 2018

VILLAGE OF MAYWOOD
Cook County, Illinois
Acting through its
President and Board of Trustees

By __________________________
   Edwenna Perkins, Village President

ATTEST:

By __________________________
   Viola Mims, Village Clerk

(SEAL)

Executed by the ENGINEER, this

3rd day of October, 2018

EDWIN HANCOCK ENGINEERING COMPANY
9933 ROOSEVELT ROAD
WESTCHESTER, ILLINOIS 60154

By __________________________
   Derek Treichel, P.E., President

ATTEST:

By __________________________
   William Peterhansen, P.E., Vice President

(SEAL)
## ATTACHMENT A

### I. SCHEDULE OF HOURLY RATES

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## II. PROJECT FEE SCHEDULE

**Phase I Report Engineering**
- Topographic Survey: 24,700.00
- Soil Borings Review: 1,800.00
- Environmental Survey Report: 4,500.00
- PESA Review: 2,100.00
- Utility Review: 3,000.00
- Lighting Review: 3,500.00
- Technical Drainage Memorandum: 20,300.00
- Exhibits: 8,900.00
- Draft Phase I Report: 34,600.00
- Final Phase I Report: 12,800.00
- Coordination Meetings W/IDOT and Feds: 5,200.00
- Coordination Meetings: Village, County: 5,900.00
- Accident Analysis: 3,100.00
- Pavement Section Design: 7,900.00
- Traffic Staging/Detour: 5,100.00
- Public Meetings: 6,800.00
- Project Administration: 9,200.00

**Phase I Report Engineering Fee**: $159,400.00

**Estimated Sub-Consultant Fees**

- Subsurface Investigations: 13,000.00
- Preliminary Environmental Site Asmt. (PESA): 3,500.00
- Intersection Design Studies: 19,200.00
- Professional Land Surveyor: 4,900.00

**Total Estimated-Sub Consultant Fees**: $40,600.00

**Total Estimated Phase I Fees**: $200,000.00
ATTACHMENT C

GENERAL CONDITIONS ATTACHMENT TO ENGINEERING AGREEMENT

A. THE ENGINEER AGREES:

1. That the ENGINEER shall procure and maintain for the duration of its AGREEMENT and for three years thereafter insurance against errors and omissions and claims for injuries to its employees which may rise from or are in conjunction with the performance of the work hereunder by the ENGINEER, its agents, representatives, employees, or subcontractors.

   a. **Minimum Scope of Insurance**

      Coverage shall be at least as broad as:

      (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85);

      (2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA 0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract or ISO form number CA 0001 (Ed. 12/90);

      (3) Professional Liability/Malpractice Liability policy; and

      (4) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

   b. **Minimum Limits of Insurance**

      The ENGINEER shall maintain limits no less than:

      (1) Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than $2,000,000.

      (2) Automobile Liability: $1,000,000 combined single limit per accident or bodily injury and property damage.

      (3) Professional Liability: $1,000,000 single limit for errors and omissions, professional/malpractice liability.

      (4) Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of $100,000 per accident.

   c. **Deductibles and Self-Insured Retentions**

      Any deductibles or self-insured retentions must be declared to and approved by the VILLAGE. At the option of the VILLAGE, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the VILLAGE, its officials, employees and volunteers; or the ENGINEER shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

   d. **Other Insurance Provisions**

      The policies are to contain, or be endorsed to contain the following provisions:
(1) General Liability and Automobile Liability Coverages

(a) The VILLAGE, its officials, employees and volunteers are to be covered as additional insured as respects liability arising out of activities performed by or on behalf of the ENGINEER; or automobiles owned, lease, hired or borrowed by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE, its officials, employees, and volunteers.

(b) The ENGINEER’s insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE, its officials, agents, employees, and volunteers shall be excess of ENGINEER’s insurance and shall not contribute with it.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the VILLAGE, its officials, agents, employees, and volunteers.

(d) The ENGINEER’s insurance shall contain a severability of interests clause or language stating that ENGINEER’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

(2) All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided, canceled, reduced in coverage or in limits except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to the VILLAGE.

e. Acceptability of Insurers

The insurance carrier used by the ENGINEER shall have a minimum insurance rating of B according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

f. Verification of Coverage

The ENGINEER shall furnish the VILLAGE with certificates of insurance and with copies of endorsements affecting coverage. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the VILLAGE before any work commences. The VILLAGE reserves the right to request full certified copies of the insurance policies.

2. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE, its officials, employees and volunteers against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may accrue against the VILLAGE, its officials, employees and volunteers, arising in consequence of the negligent or willful performance of this work by the ENGINEER, its employees, or subcontractors, except that arising out of the negligence or willful act of the VILLAGE, its officials, employees and volunteers. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the ENGINEER to indemnify the VILLAGE, its officials, agents and employees for their own negligent acts or omissions.

3. Any insurance policies required by this AGREEMENT, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE, its officials, agents, employees and volunteers and herein provided.

4. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while engaged in services herein described.
5. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and ENGINEER and VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.

6. The VILLAGE may, at any time, by written order to ENGINEER (Suspension of Services Order) require ENGINEER to stop all, or any part, of the services required by this AGREEMENT. Upon receipt of such an order, ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the services upon expiration of the Suspension of Services Order.

7. This AGREEMENT may be terminated by the VILLAGE by removal of the ENGINEER from the office of Village Engineer as provided by statute, upon written notice to the ENGINEER, at its last known post office address. Provided that should this AGREEMENT be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) days after notification and request, the ENGINEER shall deliver to the successor Village Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of Village Engineer.

8. This AGREEMENT may additionally be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:

   a. If ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

   b. If a petition is filed against ENGINEER under any chapter of the Bankruptcy Code as now or hereinafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.

   c. If ENGINEER makes a general assignment for the benefit of creditors;

   d. If a trustee, receiver, custodian or agent of ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of ENGINEER’s creditors;

   e. If ENGINEER admits in writing an inability to pay its debts generally as they become due;

9. Upon termination, the ENGINEER shall deliver to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. In such case, ENGINEER shall be paid for all services and any expense sustained, less all costs incurred by the VILLAGE to have the services performed which were to have been performed by the ENGINEER.

10. The ENGINEER is qualified technically and is conversant with the laws and regulations applicable to the PROJECT and sufficient, properly trained, and experienced personnel will be retained to perform the services enumerated herein.

11. The ENGINEER shall maintain its records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 et seq.) and the Freedom of Information Act (5 ILCS 140/1 et seq.) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the ENGINEER shall be available for review and audit by the Village. The ENGINEER shall cooperate with the Village (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 et seq.), (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Village to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 et seq.).
The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure this AGREEMENT; and he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the VILLAGE shall have the right to annul this AGREEMENT without liability, or, in its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

The ENGINEER, during the period commencing upon the execution of this AGREEMENT and concluding one year following the completion of the PROJECT, shall not accept employment from any developer developing land within the VILLAGE or any contractor, subcontractor or material supplier performing work or supplying material to the VILLAGE without the express written consent of the VILLAGE.

This AGREEMENT shall be deemed to be exclusive between the VILLAGE and the ENGINEER. This AGREEMENT shall not be assigned by the ENGINEER without first obtaining permission in writing from the VILLAGE.

All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in performance of this services under this AGREEMENT (the "Work") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.

The ENGINEER hereby assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Work, including but not limited to copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. ENGINEER grants permission to the VILLAGE to register the copyright and other rights in the Work in the VILLAGE's name. ENGINEER shall give the VILLAGE or any other person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under this AGREEMENT and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the Work. ENGINEER shall not use the Work for the benefit of anyone other than the VILLAGE, without the VILLAGE's prior written permission. Upon completion of the Work or other termination of this AGREEMENT the ENGINEER shall deliver to the VILLAGE all copies of any and all materials relating or pertaining to this AGREEMENT.

The drawings, specifications, reports, and any other PROJECT documents prepared by ENGINEER in connection with any or all of the services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The ENGINEER shall have the right to retain originals of all PROJECT documents and drawings for its files. Furthermore, it is understood and agreed that the PROJECT documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the PROJECT, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this PROJECT. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the PROJECT. Any reuse of PROJECT documents, without the express written consent of the ENGINEER, shall be at VILLAGE's sole risk, and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. When and if record drawings are to be provided by the ENGINEER, the information used in the preparation of record drawings is provided by others and ENGINEER is not responsible for accuracy, completeness, nor sufficiency of such information. The level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for PROJECT construction. If additional detail is requested by the VILLAGE to be included on the record drawings, then the ENGINEER will be due additional compensation for additional services. The ENGINEER shall have the right to include representations of the design of the PROJECT, including photographs of the exterior and interior, among the ENGINEER's promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE's confidential and proprietary information.

The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE except as expressly authorized by the VILLAGE. ENGINEER shall treat such information at all times as confidential. ENGINEER
acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE’s express authorization would be harmful and damaging to the VILLAGE’s interests:

a. Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases and which are not otherwise known to the public.

b. All information relating to the Engineering Services being performed by ENGINEER under this AGREEMENT, regardless of its type or form and which are not otherwise known to the public.

c. Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by ENGINEER under this AGREEMENT which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.

d. Financial information and police records.

This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through ENGINEER’s wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

19. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE’s business, services, programs, software or residents, whether prepared by ENGINEER or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. ENGINEER shall immediately return said items to the VILLAGE upon termination of ENGINEER’s engagement or earlier at the VILLAGE’s request at any time.

20. The ENGINEER’s opinions of probable PROJECT construction cost provided for herein are to be made on the basis of the ENGINEER’s experience and qualifications and represent the ENGINEER’s judgment as a design professional familiar with the construction industry, but the ENGINEER does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER.

21. The VILLAGE, for and in consideration of the rendering of the engineering services enumerated herein shall pay to the ENGINEER for rendering such services the fee hereinafter established in the following manner:

a. Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within 30 days after approval by the VILLAGE.

b. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

22. This AGREEMENT may be terminated by the ENGINEER by resignation from the office of Village Engineer, upon thirty (30) days’ written notice to the VILLAGE should the VILLAGE fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the ENGINEER. Upon such termination, the ENGINEER shall make available to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.

23. The ENGINEER is an independent contractor in the performance of this AGREEMENT, and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the agent of the VILLAGE. Nothing contained in this AGREEMENT shall create a
contractual relationship with a cause of action in favor of a third party against either the VILLAGE or ENGINEER.

24. Written notices between the VILLAGE and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:

a. If to the VILLAGE:
VILLAGE OF MAYWOOD
40 Madison Street
Maywood, Illinois 60153
Attn: Mr. Willie Norfleet, Village Manager

b. If to the ENGINEER:
EDWIN HANCOCK ENGINEERING COMPANY,
9933 Roosevelt Road
Westchester, Illinois 60154-2780
Attn: Derek Treichel, P.E., President

c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this AGREEMENT requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

25. This AGREEMENT represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This AGREEMENT may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.

26. The terms of this AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective successors.

27. The waiver of one party of any breach of this AGREEMENT or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this AGREEMENT and shall not be construed to be a waiver of any provision, except for the particular instance.

28. If any term, covenant, or condition of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this contract shall not be affected thereby, and each term, covenant or condition of this AGREEMENT shall be valid and shall be enforced to the fullest extent permitted by law.

29. This AGREEMENT shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of this AGREEMENT shall be so brought in the Circuit Court of Cook County, State of Illinois.

B. CERTIFICATION OF ENGINEER

1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:

a. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

b. not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotatting) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);

c. not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;

d. in compliance with the Veterans Preference Act (330 ILCS 55/0.01 et seq.)

e. in compliance with equal employment opportunities and during the performance of the AGREEMENT, the ENGINEER shall:
(1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(2) If it hires additional employees in order to perform this AGREEMENT or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department’s Rules and Regulations.

(6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department’s Rules and Regulations.

(7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term “segregated facilities” means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis or race, creed, color, or national origin because of habit, local custom, or otherwise.

f. in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.

g. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the VILLAGE, and this AGREEMENT may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

h. in compliance with 30 ILCS 580/1 et seq. (Drug Free Workplace Act) by providing a drug-free workplace by:

(1) Publishing a statement:
(a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER's workplace.

(b) Specifying the actions that will be taken against employees for violations of such prohibition.

(c) Notifying the employee that, as a condition of employment on such AGREEMENT, the employee will:

   (i) abide by the terms of the statement; and

   (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(2) Establishing a drug-free awareness program to inform employees about:

   (a) the dangers of drug abuse in the workplace;

   (b) the ENGINEER's policy of maintaining a drug-free workplace;

   (c) any available drug counseling, rehabilitation, and employee assistance program; and

   (d) the penalties that may be imposed upon employees for drug violations.

(3) Making it a requirement to give a copy of the statement required by subparagraph B.1.h.(1) to each employee engaged in the performance of the AGREEMENT, and to post the statement in a prominent place in the workplace.

(4) Notifying the VILLAGE within ten (10) days after receiving notice under Subparagraph B.1.h.(1)(c) (ii) from any employee or otherwise receiving actual notice of such conviction.

(5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.

(6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

i. in compliance with the Code of Ordinances of the Village of Maywood, in that no Village of Maywood official, spouse or dependent child of a Village of Maywood official, agent on behalf of any Village of Maywood official or trust in which a Village of Maywood official, the spouse or dependent child of a Village of Maywood official or a beneficiary is a holder of more than five percent (5%) of the ENGINEER.

j. in compliance with the Code of Ordinances of the Village of Maywood, in that no officer or employee of the Village of Maywood has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the ENGINEER.

k. The ENGINEER has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having
monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of the Code of Ordinances of the Village of Maywood.

l. No Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the ENGINEER; or, if the ENGINEER's stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the ENGINEER, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such ENGINEER, the ENGINEER has disclosed to the Village in writing the name(s) of the holder of such interest.

m. The ENGINEER is in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

n. The ENGINEER shall not refuse or deny any person employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor subject any person to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the Village. The ENGINEER, subcontractor, nor any person on his or her behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the Village on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the contractor by the Village, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this section.

o. Neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.
STATE OF ILLINOIS  )
COUNTY OF COOK   ) SS

CLERK'S CERTIFICATE

I, Viola Mims, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. R-2018-48

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF
A PROFESSIONAL ENGINEERING SERVICES AGREEMENT
WITH EDWIN HANCOCK ENGINEERING COMPANY
FOR FURNISHING PROFESSIONAL ENGINEERING SERVICES FOR PREPARATION OF
PHASE I PROJECT DEVELOPMENT REPORT FOR THE 19TH AVENUE IMPROVEMENT PROJECT
(MADISON STREET TO ST. CHARLES ROAD)

which Resolution was passed by the Board of Trustees of the Village of Maywood at a Regular Village Board Meeting on the 2nd day of October, 2018, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 2nd day of October, 2018.

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

AYES: Mayor Perkins, Trustee(s) H. Yarbrough, I. Brandon, A. Sanchez, K. Wellington and M. Lightford

NAYS: None

ABSENT: Trustee R. Rivers

I do further certify that the original Resolution, of which the foregoing 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 3rd day of October, 2018.

__________________________
Viola Mims, Village Clerk

[SEAL]