

RESOLUTION NO. 2018-50

**A RESOLUTION APPROVING AN
AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD
AND MQ CONSTRUCTION COMPANY RELATIVE TO
THE 2018 GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS PROJECT
AND FOR THE APPROPRIATION AND EXPENDITURE OF
GENERAL FUNDS TO PAY FOR THE PROJECT**

(PROJECT: 2018 MWRD GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS)

WHEREAS, the President and Board of Trustees of the Village of Maywood desire to hire MQ Construction Company, 4323 North Central Avenue, Chicago, Illinois (the "Contractor"), who submitted the lowest, responsive, qualified bid, to construct the "2018 GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS PROJECT" (the "Project") in accordance with the terms set forth in the attached "AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND MQ CONSTRUCTION COMPANY RELATIVE TO THE 2018 GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS PROJECT" (the "Construction Agreement"), a copy of which is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, the Contractor desires to enter into the Construction Agreement in order to complete the Project in accordance with the terms set forth in the attached Construction Agreement (Exhibit "A"); and

WHEREAS, the Construction Agreement provides for the payment to the Contractor to complete the Project of an amount not to exceed One Million Two Hundred Ninety-One Thousand Six Hundred Twenty-Five and No/100 Dollars (\$1,291,625.00) (the "Contract Price"); and

WHEREAS, the President and Board of Trustees of the Village of Maywood have the authority to approve and enter into the attached Construction Agreement (Exhibit "A") and to approve the expenditure of its General Funds, or such other eligible, available public funds, to pay the Contractor the amount of the Contract Price to complete the Project in accordance with the provisions of the Construction Agreement 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 finds that entering into the Construction Agreement is in the best interests of the Village.

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 President and Board of Trustees of the Village of Maywood authorize the approval and execution of the attached "AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND MQ CONSTRUCTION COMPANY RELATIVE TO THE 2018 GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS PROJECT" (the "Construction Agreement"), a copy of which is attached hereto as **Exhibit "A"** and made a part hereof in order to hire MQ Construction Company (the "Contractor") to construct the "2018 GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS PROJECT" (the "Project") for amount not to exceed One Million, Two Hundred Ninety-One Thousand, Six Hundred Twenty-Five Dollars and No/100 (\$1,291,625.00) (the "Contract Price"). The Village President and Village Clerk, or their designees, are directed and authorized to execute 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 to execute and deliver all other instruments, payments and documents that are necessary in order to fulfill the Village's obligations under the Construction Agreement.

SECTION 3: The President and Board of Trustees further approve and authorize the expenditure of Village funds and/or other available funds to pay for the Village's financial obligations under the Construction Agreement, and also authorize and direct the Village Manager, the Village Engineer and the Village Attorney, or their designees, to take all necessary actions to comply with the Village's obligations under the attached Agreement.

SECTION 4: The President and Board of Trustees of the Village of Maywood authorize and direct that the Village President, the Village Clerk, the Village Manager, the Village Contractor and the Village Attorney, or their designees, 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 5: 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 16th 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 17th day of October, 2018.

Edwenna Perkins, Village President

ATTEST:

Viola Mims, Village Clerk

This Resolution was published by me in pamphlet form on the 17th day of October, 2018.

Viola Mims, Village Clerk

Exhibit "A"

**AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD
AND MQ CONSTRUCTION COMPANY RELATIVE TO
THE 2018 GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS PROJECT**

(attached)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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 now on file in my Office, entitled:

RESOLUTION NO. 2018-50

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(PROJECT: 2018 MWRD GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS)

which Resolution was passed by the Board of Trustees of the Village of Maywood at a Regular Village Board Meeting on the 16th day of October, 2018, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 16th 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 17th day of October, 2018.

Viola Mims, Village Clerk

[SEAL]

**AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND
MQ CONSTRUCTION COMPANY RELATIVE TO
THE 2018 GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS PROJECT**

AGREEMENT made this ____ day of _____, 2018, by and between the VILLAGE OF MAYWOOD, Cook County, Illinois, an Illinois Municipal Corporation (hereinafter referred to as the "VILLAGE") and MQ Construction Company, 4323 North Central Avenue, Chicago, Illinois 60634, 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 2018 Green Infrastructure Alley 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 "2018 Green Infrastructure Alley Improvements Project, Village of Maywood, Cook County", prepared by Edwin Hancock Engineering Co., consisting of twelve (12) pages with the latest revision date of August 30, 2018, 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 June 22, 2019. 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, Two Hundred Ninety-One Thousand, Six Hundred Twenty-Five Dollars and no/100 (\$1,291,625.00). The Contract Price has been determined pursuant to the CONTRACTOR'S Proposal dated September 14, 2018;
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;
 - b. Workers' Compensation - Statutory
 - c. Employer's Liability: \$500,000 per incident.
 - d. Umbrella Coverage - \$1,000,000 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.

MQ CONSTRUCTION COMPANY
an Illinois corporation

VILLAGE OF MAYWOOD, an Illinois
municipal corporation

By: _____
Title:

By: _____
Edwenna Perkins, Village President

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Title:

By: _____
Viola Mims, Village Clerk