

RESOLUTION NO. R-2021-25

A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF A BID RESPONSE AND CONSTRUCTION CONTRACT BETWEEN THE VILLAGE OF MAYWOOD AND J. NARDULLI CONCRETE, INC. IN THE AMOUNT OF \$448,081.90 TO COMPLETE THE WARREN ROADWAY IMPROVEMENTS PROJECT AND AUTHORIZING THE EXPENDITURE OF CDBG FUNDS AND GENERAL FUNDS TO PAY FOR THE WORK

WHEREAS, based on a competitive bidding process, the President and Board of Trustees of the Village of Maywood, Illinois (the "Village") desire to hire J. Nardulli Concrete, Inc. (the "Contractor"), who submitted the lowest, qualified and responsive bid, to perform construction services to complete the Warren Street CDBG Roadway Improvements Project (the "Project") and to approve and authorize the execution of the Contractor's bid response and a construction contract (collectively the "Contract"), attached hereto as **Group Exhibit "A"** and made a part hereof; and

WHEREAS, the Project consists of the reconstruction of Warren Street from the west Village limits to 19th Avenue, for a total length of 2½ blocks. The completed Project will most closely resemble that of recently improved Warren Street from 19th Avenue to 17th Avenue; and

WHEREAS, the Contractor agrees to complete the Project in accordance with the terms and provisions of the attached Contract for a "not-to-exceed" bid price of Four Hundred Forty-Eight Thousand Eight-One and 90/100 Dollars (\$448,081.90). The Project will be paid for with a grant from the Community Development Block Grant (CDBG) in the amount of Two Hundred Thousand and 00/100 Dollars (\$200,000.00) and General Corporate Funds in the amount of Two Hundred Forty-Eight Thousand Eighty-One and 90/100 Dollars (\$248,081.90); and

WHEREAS, the President and Board of Trustees of the Village of Maywood approve the attached Contract (**Group Exhibit "A"**) with the Contractor, and appropriate and authorize the expenditure of CDBG Funds and General Corporate Funds to pay the eligible costs associated with the Project 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 such approvals, appropriations and authorization of expenditures are in the best interests of the Village, its residents, its businesses, property owners 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 President and Board of Trustees of the Village of Maywood award the Contract for the Project to the Contractor, the lowest, responsive, qualified bidder, and further authorize the approval and execution of the bid response and the Contract for the benefit of the Village as part of the Project in an amount not to exceed Four Hundred Forty-Eight Thousand Eight-One and 90/100 Dollars (\$448,081.90) ("Low Bid Price"). A copy of the Contract is attached hereto as **Group Exhibit "A"** and made a part hereof. The President and Board of Trustees of the Village of Maywood further authorize and direct the Village President and the Village Clerk, or their designees, or the Village Manager, or his/her designee, to execute and deliver the final version of the attached Contract, 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 Contract.

SECTION 3: The President and Board of Trustees of the Village of Maywood authorize the expenditure of the following Funds to pay for the completion of the Project: (1) a grant from the Community Development Block Grant (CDBG) in the amount of Two Hundred Thousand and 00/100 Dollars (\$200,000.00); and (2) General Corporate Funds in the amount of Two Hundred Forty-Eight Thousand Eighty-One and 90/100 Dollars (\$248,081.90).

SECTION 4: The Village Clerk, or his/her designee, shall transmit executed originals or certified copies of all documents, including the Contract, 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 Contract.

SECTION 5: This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 13th day of July, 2021, pursuant to a roll call vote as follows:

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

NAYS: None

ABSENT: Trustee M. Lightford

APPROVED this 13th day of July, 2021, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

Nathaniel George Booker, Village President

ATTEST:

Gwayne Dianne Williams, Village Clerk

Group Exhibit "A"

**Project Memorandum dated June 29, 2021,
Prepared by Village Engineer Bill Peterhansen of Hancock Engineering**

and

**CONSTRUCTION CONTRACT BETWEEN THE VILLAGE OF MAYWOOD
AND J. NARDULLI CONCRETE, INC.
TO COMPLETE THE WARREN ROADWAY IMPROVEMENTS PROJECT**

(attached)

June 29, 2021

Ms. Chasity Wells-Armstrong
Village Manager
Village of Maywood
40 Madison Street
Maywood, Illinois 60153

Re: Warren Street CDBG Roadway Improvements Project
Bid Opening Results and Recommendation

Dear Ms. Wells-Armstrong:

Proposals were received for the Warren Street CDBG Roadway Improvements Project on June 24, 2021 at the Village Clerk's office. Ten (10) prospective bidders obtained plans and specifications for the project, with the Village receiving proposals from five (5) of the companies. A summary of the proposals received is as follows:

<u>CONTRACTOR</u>	<u>TOTAL BID</u>
J. Nardulli Concrete, Inc.	\$ 448,081.90
Lindahl Brothers, Inc.	\$ 456,028.90
M & J Asphalt Paving Company, Inc.	\$ 469,574.40
Schroeder Asphalt Service, Inc.	\$ 489,027.90 *
Triggi Construction, Inc.	\$ 498,152.90
Engineer's Estimate	\$ 518,345.00

*Correction from as-read amount, summation error

The lowest responsive, responsible bidder for this project was J. Nardulli Concrete, Inc., of Cicero, Illinois. J. Nardulli Concrete, Inc. is a contractor that has satisfactorily completed work of similar scope recently within surrounding communities, including the City of Countryside, Village of Forest Park, Village of Oak Park, and Town of Cicero. The contractor has most recently worked in the Village of Maywood as the general contractor of the 2018 Alley and Roadway Improvements as well as the 2020 Green Infrastructure Alley Improvements.

The contract specifies goals for the use of Disadvantaged Business Enterprise (DBE) firms as determined by Cook County, which provides for contracting opportunities to minority owned businesses (MBE) and women owned businesses (WBE). The DBE Utilization Plan submitted by J. Nardulli Concrete, Inc. has been reviewed, and has adhered to the stated contract DBE goal requirements.

Based on previous experience with this contractor, the interview of contractor and subcontractor supplied references from other communities, and the review of their current work under contract, we find that the contractor is qualified to complete the work specified. The contractor also maintains the capacity to complete the project within the specified completion date of October 30, 2021. *We recommend that the*

June 29, 2021

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Contract for the improvements be awarded to J. Nardulli Concrete, Inc., in the amount of Four Hundred Forty-Eight Thousand, Eighty-One Dollars and 90/100 (\$448,081.90).

Background

In February of 2020, the Village of Maywood submitted an application requesting funds from the Cook County Community Development Block Grant program for improvements to Warren Street from the west Village limits to 19th Avenue, in the maximum amount of \$400,000. The awards are then typically announced by Cook County in the late summer, but were delayed until December due to the COVID-19 pandemic. The Village was recently notified of an award of \$200,000 from Cook County to perform the project.

Scope of Improvements

The project to be constructed consists of the reconstruction of Warren Street from the west Village limits to 19th Avenue, for a total length of 2 ½ blocks. The completed product will most closely resemble that of recently improved Warren Street from 19th Avenue to 17th Avenue.

The improvements along Warren Street will include complete removal of the concrete curb and gutter, driveways, entry walks, main line sidewalk, and ADA compliant roadway crossings; repair/replacement of utility structures, complete reconstruction of the asphalt pavement including installation of a geotechnical fabric, 6" aggregate base course, 4" of hot-mix asphalt binder course, and 2" of hot-mix asphalt surface course. Also included are landscape restoration, pavement markings and cured in place pipe (CIPP) lining of the combined sewer that was recently televised in 2019. The CIPP method is a trenchless method of rehabilitating the combined sewer without the use of traditional trench excavation. It is estimated that a cost savings of approximately 35% will be realized in this sewer application.

Costs

The project will receive \$200,000 in CDBG funds, with the remainder to be paid for through the general fund.

We have enclosed a copy of the complete bid tabulations for this project. We are also returning the original bids with a copy of this letter to the Village Clerk.

If you should have any questions, please call our office at your convenience.

Respectfully Submitted,

EDWIN HANCOCK ENGINEERING CO.



William Peterhansen, P.E., CFM

cc: Mr. John West, Director of Public Works
Ms. Gwaine Dianne Williams, Village Clerk

Attachments



VILLAGE OF: Maywood
 BID DATE AND TIME: June 24, 2023 @ 11:00 AM
 PROJECT: Warren Street CDBG Roadway Improvements
 ENGINEER'S ESTIMATE OF COST: \$518,345.00

No.	Items	Unit	Quantity	ENGINEER'S EOC		J NARDULLI CONCRETE, INC.		LINDAHL BROTHERS, INC.	
				Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	Combination Curb and Gutter Removal	Foot	1650	7.00	11,550.00	5.00	8,250.00	5.00	8,250.00
2	Sidewalk Removal	SqFt	11000	2.00	22,000.00	1.15	12,650.00	1.15	12,650.00
3	Driveway Pavement Removal	SqYd	200	15.00	3,000.00	13.00	2,600.00	13.00	2,600.00
4	Pavement Removal	SqYd	75	18.00	1,350.00	70.00	5,250.00	20.00	1,500.00
5	Pavement Removal (Reconstruct)	SqYd	2000	15.00	30,000.00	12.00	24,000.00	12.00	24,000.00
6	Hot Mix Asphalt Surface Removal (Variable Depth)	SqYd	320	7.00	2,240.00	13.50	4,320.00	13.00	4,160.00
7	Incidental Hot Mix Asphalt Surface Removal	SqYd	225	15.00	3,375.00	13.50	3,037.50	13.00	2,925.00
8	Earth Excavation	CuYd	300	40.00	12,000.00	40.00	12,000.00	42.00	12,600.00
9	Undercut Excavation	CuYd	120	45.00	5,400.00	20.00	2,400.00	42.00	5,040.00
10	Porous Granular Embankment, 3"	CuYd	120	40.00	4,800.00	20.00	2,400.00	34.00	4,080.00
11	Trench Backfill	CuYd	25	38.00	950.00	38.00	950.00	50.00	1,250.00
12	Restricted Depth Catch Basin, 4' Diameter, Type J Frame, Open Lid	Each	3	4,500.00	13,500.00	3,930.00	11,790.00	4,200.00	12,600.00
13	Inlet, Type A, Type J Frame, Open Lid	Each	3	2,500.00	7,500.00	1,498.00	4,494.00	2,100.00	6,300.00
14	10" Diameter, PVC Storm Sewer Pipe	Foot	100	95.00	9,500.00	58.00	5,800.00	55.00	5,500.00
15	Connection to Existing Sewer	Each	3	1,250.00	3,750.00	875.00	2,625.00	275.00	825.00
16	Structures to be Adjusted	Each	6	400.00	2,400.00	360.00	2,160.00	400.00	2,400.00
17	Frames and Lids	Each	1	350.00	350.00	385.00	385.00	320.00	320.00
18	Structures to be Reconstructed	Each	1	2,000.00	2,000.00	1,000.00	2,000.00	1,800.00	1,800.00
19	Inlet Filters	Each	14	150.00	2,100.00	145.00	2,030.00	105.00	1,470.00
20	Combination Curb and Gutter, Type B-4 12 (Special)	Foot	1650	32.00	52,800.00	22.00	36,300.00	22.00	36,300.00
21	Portland Cement Concrete Sidewalk, 5"	SqFt	11000	6.00	66,000.00	5.60	61,600.00	5.60	61,600.00
22	Portland Cement Concrete Driveway, 7"	SqYd	200	65.00	13,000.00	60.00	12,000.00	60.00	12,000.00
23	Detectable Warnings	SqFt	70	30.00	2,100.00	28.00	1,960.00	28.00	1,960.00
24	White Wax Compound	SqYd	1650	2.00	3,300.00	1.25	2,062.50	1.25	2,062.50
25	Portland Cement Concrete Base Course, 8"	SqYd	75	62.00	4,650.00	62.00	4,650.00	62.00	4,650.00
26	Deformed Tie Bars	Each	80	8.00	640.00	9.00	720.00	9.00	720.00
27	Hot Mix Asphalt Binder Course, IL-19 G, NSG	Ton	480	85.00	40,800.00	85.00	40,800.00	83.00	39,840.00
28	Leveling Binder (Machine Method), NSG	Ton	40	90.00	3,600.00	92.00	3,680.00	90.00	3,600.00
29	Hot Mix Asphalt Surface Course, Mix D, NSG	Ton	300	92.00	27,600.00	92.00	27,600.00	90.00	27,000.00
30	Incidental Hot Mix Asphalt Surfacing	Ton	10	200.00	2,000.00	275.00	2,750.00	250.00	2,500.00
31	Bituminous Materials (Tack Coat) 55-1	Pound	4540	1.00	4,540.00	0.01	45.40	0.01	45.40
32	Geogrid for Ground Stabilization	SqYd	2000	4.00	8,000.00	3.00	6,000.00	3.25	6,500.00
33	Aggregate Base Course, Type B, 6"	SqYd	2000	8.00	16,000.00	8.00	16,000.00	10.00	20,000.00
34	Topsoil Placement	SqYd	1200	5.00	6,000.00	5.00	6,000.00	6.00	7,200.00
35	Sodding	SqYd	1200	12.00	14,400.00	8.00	9,600.00	6.00	7,200.00
36	Supplemental Watering	Unit	10	100.00	1,000.00	50.00	500.00	200.00	2,000.00
37	Thermoplastic Pavement Marking - Line 6"	Foot	390	9.00	3,510.00	4.75	1,852.50	1.90	741.00
38	Thermoplastic Pavement Marking - Line 24"	Foot	100	30.00	3,000.00	18.50	1,850.00	25.00	2,500.00
39	Inversion Lining of 18" Sewer	Foot	1020	92.00	93,840.00	79.00	80,580.00	79.00	80,580.00
40	Hot Mix Asphalt - Longitudinal Joint Sealant	Foot	800	3.50	2,800.00	7.20	5,760.00	7.20	5,760.00
41	Structures to be Removed	Each	2	500.00	1,000.00	480.00	960.00	500.00	1,000.00
42	Traffic Control and Protection	LS	1	10,000.00	10,000.00	10,500.00	10,500.00	70,000.00	70,000.00
TOTAL AMOUNT OF BID					\$518,345.00		\$448,081.90		\$456,028.90

CORRECTION FROM AS-READ AMOUNT



VILLAGE OF: Maywood
 BID DATE AND TIME: June 24, 2021 @ 11:00 AM
 PROJECT: Warren Street CDBG Roadway Improvements
 ENGINEER'S ESTIMATE OF COST: \$518,345.00

No.	Items	Unit	Quantity	M & J ASPHALT PAVING COMPANY, INC.		SCHROEDER ASPHALT SERVICES, INC.		TRIGGI CONSTRUCTION, INC.	
				Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	Combination Curb and Gutter Removal	Foot	1650	5.25	8,662.50	6.00	9,900.00	7.50	12,375.00
2	Sidewalk Removal	SqFt	11000	1.10	12,100.00	1.45	15,950.00	2.00	22,000.00
3	Driveway Pavement Removal	SqYd	200	11.00	2,200.00	14.30	2,860.00	15.00	3,000.00
4	Pavement Removal	SqYd	75	15.00	1,125.00	25.00	1,875.00	20.00	1,500.00
5	Pavement Removal (Reconstruct)	SqYd	2000	10.50	21,000.00	12.50	25,000.00	20.00	40,000.00
6	Hot Mix Asphalt Surface Removal (Variable Depth)	SqYd	320	5.25	1,680.00	6.50	2,080.00	17.50	5,600.00
7	Incidental Hot Mix Asphalt Surface Removal	SqYd	225	4.50	1,012.50	9.00	2,025.00	13.50	3,037.50
8	Earth Excavation	CuYd	300	45.00	13,500.00	34.00	10,200.00	35.00	10,500.00
9	Undercut Excavation	CuYd	120	34.00	4,080.00	35.00	4,200.00	25.00	3,000.00
10	Porous Granular Embankment, 3"	CuYd	120	34.00	4,080.00	55.00	6,600.00	30.00	3,600.00
11	Trench Backfill	CuYd	25	38.00	950.00	37.50	937.50	40.00	1,000.00
12	Restricted Depth Catch Basin, 4' Diameter, Type 1 Frame, Open Lid	Each	3	3,530.00	11,790.00	5,675.00	17,025.00	4,000.00	12,000.00
13	Inlet, Type A, Type 1 Frame, Open Lid	Each	3	1,498.00	4,494.00	2,600.00	7,800.00	1,500.00	4,500.00
14	10" Diameter, PVC Storm Sewer Pipe	Foot	100	58.00	5,800.00	108.00	10,800.00	65.00	6,500.00
15	Connection to Existing Sewer	Each	3	875.00	2,625.00	2,370.00	7,110.00	875.00	2,625.00
16	Structures to be Adjusted	Each	6	360.00	2,160.00	440.00	2,640.00	375.00	2,250.00
17	Frames and Lids	Each	1	385.00	385.00	470.00	470.00	400.00	400.00
18	Structures to be Reconstructed	Each	1	2,000.00	2,000.00	1,475.00	1,475.00	2,000.00	2,000.00
19	Inlet Filters	Each	14	200.00	2,800.00	155.00	2,170.00	200.00	2,800.00
20	Combination Curb and Gutter, Type B-4.12 (Special)	Foot	1650	28.00	46,200.00	23.50	38,775.00	20.00	33,000.00
21	Portland Cement Concrete Sidewalk, 5"	SqFt	11000	6.50	71,500.00	6.00	66,000.00	6.50	71,500.00
22	Portland Cement Concrete Driveway, 7"	SqYd	200	65.00	13,000.00	65.00	13,000.00	60.00	12,000.00
23	Detectable Warnings	SqFt	70	32.00	2,240.00	30.00	2,100.00	25.00	1,750.00
24	White Wax Compound	SqYd	1650	3.60	5,940.00	1.40	2,310.00	0.10	165.00
25	Portland Cement Concrete Base Course, 8"	SqYd	75	75.00	5,625.00	68.00	5,100.00	50.00	3,750.00
26	Deformed Tie Bars	Each	80	17.50	1,400.00	9.75	780.00	7.50	600.00
27	Hot Mix Asphalt Binder Course, IL-19.0, NS0	Ton	480	72.00	34,560.00	82.00	39,360.00	95.00	45,600.00
28	Leveling Binder (Machine Method), NS0	Ton	40	85.00	3,400.00	95.00	3,800.00	110.00	4,400.00
29	Hot Mix Asphalt Surface Course, Mix D, NS0	Ton	300	82.00	24,600.00	90.00	27,000.00	100.00	30,000.00
30	Incidental Hot Mix Asphalt Surfacing	Ton	10	85.00	850.00	115.00	1,150.00	275.00	2,750.00
31	Bituminous Materials (Tack Coat) 55-1	Pound	4540	0.01	45.40	0.01	45.40	0.01	45.40
32	Geogrid for Ground Stabilization	SqYd	2000	2.65	5,300.00	3.00	6,000.00	2.75	5,500.00
33	Aggregate Base Course, Type B, 6"	SqYd	2000	7.25	14,500.00	8.60	17,200.00	10.00	20,000.00
34	Topsoil Placement	SqYd	1200	6.90	8,280.00	6.60	7,920.00	5.00	6,000.00
35	Sodding	SqYd	1200	12.00	14,400.00	15.40	18,480.00	10.00	12,000.00
36	Supplemental Watering	Unit	10	150.00	1,500.00	220.00	2,200.00	1.00	10.00
37	Thermoplastic Pavement Marking - Line 6"	Foot	390	6.00	2,340.00	8.50	3,315.00	5.50	2,145.00
38	Thermoplastic Pavement Marking - Line 24"	Foot	100	10.00	1,000.00	8.25	825.00	22.50	2,250.00
39	Inversion Lining of 18" Sewer	Foot	1020	79.00	80,580.00	86.00	87,720.00	80.00	81,600.00
40	Hot Mix Asphalt - Longitudinal Joint Sealant	Foot	800	7.25	5,760.00	8.60	6,880.00	7.50	6,000.00
41	Structures to be Removed	Each	2	440.00	880.00	385.00	770.00	450.00	900.00
42	Traffic Control and Protection	LS	1	23,230.00	23,230.00	10,000.00	10,000.00	17,500.00	17,500.00
TOTAL AMOUNT OF BID					\$469,574.40		\$489,027.90		\$498,152.90

CORRECTION FROM AS-READ AMOUNT

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

AGREEMENT made this ____ day of _____, 2021, 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 South 60th 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 Warren Street CDBG Roadway Improvements, 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 "Warren Street CDBG Roadway Improvements Project, Village of Maywood, Cook County, CDBG Project No. 2006-094", prepared by Edwin Hancock Engineering Co., consisting of Nine (9) sheets with the latest revision date of March 24, 2021, 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 October 30, 2021. 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 Four Hundred Forty-Eight Thousand, Eighty-One Dollars and 90/100 (\$448,081.90). The Contract Price has been determined pursuant to the CONTRACTOR'S Proposal dated June 24, 2021;
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.

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: _____
Gwaine Dianne Williams, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Gwaine Dianne Williams, 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-2021-25

A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF A BID RESPONSE AND CONSTRUCTION CONTRACT BETWEEN THE VILLAGE OF MAYWOOD AND J. NARDULLI CONCRETE, INC. IN THE AMOUNT OF \$448,081.90 TO COMPLETE THE WARREN ROADWAY IMPROVEMENTS PROJECT AND AUTHORIZING THE EXPENDITURE OF CDBG FUNDS AND GENERAL FUNDS TO PAY FOR THE WORK

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Regular Village Board Meeting on the 13th day of July, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 13th day of July, 2021.

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 Booker, Trustee(s) A. Sanchez, S. Reyes-Plummer, M. Jones,
 A. Peppers and I. Brandon

NAYS: None

ABSENT: Trustee M. Lightford

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 13th day of July, 2021.

Gwaine Dianne Williams, Village Clerk

[SEAL]