

ORDINANCE NO. CO-2022-06

**AN ORDINANCE AUTHORIZING CERTAIN EXPENDITURES FROM THE GENERAL FUND
AND THE MADISON STREET / 5TH AVENUE TAX INCREMENT FINANCING REDEVELOPMENT
PROJECT AREA FUND TO PAY FOR THE TELEVISIONING AND CLEANING OF CERTAIN SEWERS
AND AWARD OF CONTRACT TO LOW BIDDER SEWERTECH, LLC
(Project: Televising and Cleaning of Certain Combined Sewers
for the 2022 Capital Improvements Project)**

WHEREAS, the President and Board of Trustees (the "Corporate Authorities") of the Village of Maywood, Cook County, Illinois (the "Village"), in an effort to revitalize the Village's local economy and provide for the comprehensive and coordinated development of an underutilized and blighted area within the Village, have adopted a redevelopment plan and project, designated a redevelopment project area, and adopted the use of tax increment financing ("TIF") in accordance with the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as amended (the "Act"), for the Madison Street / 5th Avenue Tax Increment Financing Redevelopment Project Area (the "Project Area"); and

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

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

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

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

WHEREAS, it is necessary to consider and approve the use of TIF Funds during calendar year 2022 to complete certain infrastructure improvement projects in order to stimulate reinvestment in the Project Area. The Corporate Authorities have identified and approved the completion of the following Sewer Cleaning and Televising Project (the "Project"), using General Funds and TIF Funds to pay for such Sewer Cleaning and Televising Project: Detailed inspection and cleaning and televising of approximately 11,000 linear feet of existing combined sewers to identify any sections in need of repair or replacement in an effort to provide for the proper planning of any necessary sewer repair and to verify the extent of sewer repairs within the proposed limits of the 2022 Capital Improvements Project, as well as other projects in line for future improvements; and

WHEREAS, based on a competitive bidding process, Sewertech, LLC, the lowest, responsive, qualified bidder, submitted a bid to perform the Project work for an amount not to exceed \$28,339.50. The cost of the Project within the Madison TIF District (approximately 31% of the work) is estimated to be \$8,785.25 and will be paid for with Madison TIF District Funds. The cost of the Project work to be performed outside of the Madison TIF District (approximately 69% of the work) is estimated to be \$19,554.25 and will be paid with General Funds. The Village Engineer's Memorandum dated February 18, 2022 and Bid Tabulation regarding the bid evaluation for the Project is incorporated by reference into this Ordinance as Group Exhibit "A"; and

WHEREAS, it is desirable and in the best interests of the residents of the Village to authorize the Corporate Authorities to cause the expenditure of TIF Funds in the completion of the Infrastructure Improvement Projects within the Project Area, which expenditures will be paid on or after the date of passage of this Ordinance (the "Expenditures").

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

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

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

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

1. Performance of the Project work described above in the Recitals of this Ordinance.
2. Costs for professional services related to the Project, including, but not limited to, legal, zoning, redevelopment, consulting, architectural and engineering services, landscape architectural services, design guidelines, appraisals, surveys, market studies, traffic studies, and environmental and geotechnical services.

The low bid price for completion of the Project is an amount not to exceed \$28,339.50 as described above in the Recitals of this Ordinance and in the Bid Opening Results and Recommendation, as set forth in a Memorandum dated February 18, 2022 and prepared by the Village Engineer for the Project, which is attached hereto as Group Exhibit "A" and made a part hereof.

SECTION 4: Authorization of Expenditures; Award of Contract. The expenditure of funds from the TIF Fund and the General Fund, in accordance with the allocations set forth above in the Recitals of this Ordinance, is authorized up to the amounts set forth in Section 3 above, or such additional amounts necessary to complete the Project as subsequently approved or authorized by the Corporate Authorities. The Corporate Authorities award a contract for the Project to Sewertech, LLC, the lowest, responsive, qualified bidder, in an amount not to exceed \$28,339.50. A copy of the construction contract to be entered into with Sewertech, LLC is attached hereto as Group Exhibit "A" and made a part hereof (the "Contract").

SECTION 5: Execution and Delivery of Contract and Other Documents. The Corporate Authorities 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. The Corporate Authorities 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 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. The Corporate Authorities also authorize the payment of all costs that are necessary to fulfill the Village's obligations under the Contract.

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

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

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

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

ADOPTED this 22nd day of March, 2022, pursuant to a roll call vote as follows:

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

NAYS: None

ABSENT: None

APPROVED by me as Village President, and attested to by the Village Clerk, on the 22nd day of March, 2022.

Nathaniel George Booker, Village President

ATTEST:

Gwaine Dianne Williams, Village Clerk

Published by me in pamphlet form this 23rd day of March, 2022.

Gwaine Dianne Williams, Village Clerk

Group Exhibit "A"

**Memorandum dated February 18, 2022
prepared by the Village Engineer (Edwin Hancock Engineering Company)
Regarding Bid Evaluation with Bid Tabulation**

and

Construction Contract with Sewertech, LLC

(attached)

February 18, 2022

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

Re: 2022 Sewer Cleaning and Televising Project
Bid Opening Results and Recommendation

Dear Ms. Wells-Armstrong:

Proposals were received for the 2022 Sewer Cleaning and Televising Project on February 16, 2022, at the office of the Village Clerk. Four (4) prospective bidders obtained plans and specifications for the project, with the Village receiving valid proposals from three (3) of the companies. A summary of the proposals received is as follows:

<u>CONTRACTOR</u>	<u>TOTAL BID</u>
Sewertech, LLC	\$ 28,339.50
Sheridan Plumbing & Sewer, Inc.	\$ 87,124.98
National Power Rodding, Corp.	\$ 95,427.00
Engineer's Estimate of Costs	\$ 70,841.50

The lowest responsive, responsible bidder for this project was Sewertech, LLC of Schaumburg, Illinois. Sewertech, LLC has recently worked on projects of similar size and scope within surrounding communities including the Village of Berkeley, Village of Bloomingdale, Village of Hinsdale, and Village of LaGrange Park. All of the above listed references were contacted, and positive references were received for all.

Based upon interviews with the contractor 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 substantially complete the project by April 22, 2022. We recommend that the Contract for the improvements be awarded to Sewertech, LLC, in the amount of Twenty-Eight Thousand, Three Hundred Thirty-Nine Dollars and 50/100 (\$28,339.50).

The project consists of the cleaning and televising of approximately 11,000 feet of combined sewers. A majority of the sewers are located within the proposed limits of 2022-2023 Capital Improvement projects, as well as other certain critical areas in need of cleaning. As such, it is desired to inspect the sewers as soon as possible.

The construction of the project is eligible to be funded 31% through the Madison Street TIF and 69% through the general fund.

February 18, 2022

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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.

A handwritten signature in black ink, appearing to read "William O. Peterhansen", is written over a horizontal line.

William Peterhansen, P.E., CFM

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

Attachments



VILLAGE OF: Maywood
 BID DATE AND TIME: February 16, 2022 @ 11:00 a.m.
 PROJECT: 2022 Sewer Cleaning and Televising Project
 ENGINEER'S ESTIMATE OF COST: \$70,841.50

			ENGINEER'S EOC		SEWERTECH		SHERIDAN PLUMBING CO.		NATIONAL POWER RODDING		
No.	Items	Unit	Quantity	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	Basic Cleaning of 54" Diameter Comb Sewer	Foot	300	8.00	2,400.00	0.60	180.00	4.00	1,200.00	12.00	3,600.00
2	Heavy Cleaning of 54" Diameter Comb Sewer	Foot	150	1.50	225.00	0.50	75.00	30.00	4,500.00	2.00	300.00
3	Basic Cleaning of 30" Diameter Comb Sewer	Foot	695	5.00	3,475.00	0.60	417.00	4.00	2,780.00	3.00	2,085.00
4	Heavy Cleaning of 30" Diameter Comb Sewer	Foot	348	1.50	522.00	0.50	174.00	5.00	1,740.00	1.00	348.00
5	Basic Cleaning of 15" Diameter Comb Sewer	Foot	515	3.00	1,545.00	0.60	309.00	3.00	1,545.00	2.00	1,030.00
6	Heavy Cleaning of 15" Diameter Comb Sewer	Foot	298	1.50	447.00	0.50	149.00	0.01	2.98	0.50	149.00
7	Basic Cleaning of 12" Diameter Comb Sewer	Foot	700	3.00	2,100.00	0.60	420.00	2.00	1,400.00	1.00	700.00
8	Heavy Cleaning of 12" Diameter Comb Sewer	Foot	350	1.50	525.00	0.50	175.00	0.01	3.50	0.25	87.50
9	Basic Cleaning of 9" Diameter Comb Sewer	Foot	1955	3.00	5,865.00	0.60	1,173.00	1.75	3,421.25	1.00	1,955.00
10	Heavy Cleaning of 9" Diameter Comb Sewer	Foot	975	1.50	1,462.50	0.50	487.50	0.01	9.75	1.00	975.00
11	Basic Cleaning of 8" Diameter Comb Sewer	Foot	965	3.00	2,895.00	0.60	579.00	1.50	1,447.50	1.00	965.00
12	Heavy Cleaning of 8" Diameter Comb Sewer	Foot	500	1.50	750.00	0.50	250.00	0.01	5.00	0.50	250.00
13	Basic Cln 12" Dia Comb Swr (Misc Loc T8D)	Foot	4200	3.00	12,600.00	0.60	2,520.00	2.00	8,400.00	3.00	12,600.00
14	Heavy Cln 12" Dia Comb Swr (Misc Loc T8D)	Foot	1800	1.50	2,700.00	0.50	900.00	0.75	1,350.00	1.00	1,800.00
15	Televising Sewers	Foot	9330	1.00	9,330.00	0.70	6,531.00	4.00	37,320.00	5.25	48,982.50
16	Rem and Disposal of Waste Materials	Ton	40	50.00	2,000.00	100.00	4,000.00	120.00	4,800.00	100.00	4,000.00
17	Add'l Cln and TV for Public Works	Crew-Days	4	5,500.00	22,000.00	2,500.00	10,000.00	4,300.00	17,200.00	3,900.00	15,600.00
			TOTAL AMOUNT OF BID		\$70,841.50		\$28,339.50		\$87,124.98		\$95,427.00

**AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND SEWERTECH LLC
RELATIVE TO 2022 SEWER CLEANING AND TELEVISIONING PROJECT**

AGREEMENT made this ____ day of _____, 2022, by and between the VILLAGE OF MAYWOOD, Cook County, Illinois, an Illinois Municipal Corporation (hereinafter referred to as the "VILLAGE") and SEWERTECH LLC 1730 Epping Place, Schaumburg, Illinois 60194, an Illinois Corporation (hereinafter referred to as the "CONTRACTOR").

The VILLAGE and CONTRACTOR agree as set forth below:

1. The CONTRACTOR, for the considerations hereinafter set forth, hereby agrees to and with the VILLAGE, that it will furnish and provide all labor, materials, equipment and services and do all else required to perform and complete the 2022 Sewer Cleaning and Televisioning Project, Village of Maywood, Illinois, Cook County (the "Project"), as set forth in any clarifications or addendums, the Project Specifications and Bidding Documents, Village of Maywood, Cook County", prepared by Edwin Hancock Engineering Co., attached hereto, made a part hereof, and designated as Exhibit "A" (the "Work"). In the event of any conflict or inconsistency between this Agreement and Exhibit 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 commence within ten (10) days of the date of this Agreement and shall be completed by April 22, 2022. Upon satisfactory completion of the Project, the VILLAGE'S only continuing obligation is to pay the CONTRACTOR for the work performed in accordance with the terms of this Agreement;
3. The VILLAGE shall pay the CONTRACTOR for completion of the Work in accordance with the Contract Documents, and subject to additions and deductions by Change Order(s) as provided in the Contract Documents, the sum of Twenty-Eight Thousand, Three Hundred Thirty-Nine Dollars and Fifty Cents (\$28,339.50). The Contract Price has been determined pursuant to the CONTRACTOR'S Proposal dated February 14, 2022;
4. If the rate of progress is satisfactory to the VILLAGE, payment requests will be submitted by the Contractor to the VILLAGE once a month during the progress of the improvement for ninety percent (90%) of the value of the work done and in place at the date of the preparation of the payment estimate. Payment will be made to the CONTRACTOR once all required waivers of lien for material suppliers and subcontractors have been submitted to the VILLAGE. The waivers of lien will be for the amount of the current payment estimate, except for the final estimate where the waivers of lien shall be for the total contract amount. Upon final completion and acceptance of the work, a final estimate will be issued for the total amount due under the Contract, less previous payments and liquidated damages;
5. This Agreement provides for the performance of a Project within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.";
6. CONTRACTOR will indemnify and hold harmless, protect and defend, at CONTRACTOR'S own cost and expense, the VILLAGE, its officers, officials, Village President and Board of Trustees, agents,

employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, attorneys, or other persons or property standing in the interest of the VILLAGE, from any and all risks, lawsuits, actions, damages, losses, expenses (including attorneys' fees), claims, or liabilities of any character, brought because of any death, injuries or damages received or sustained by any person, persons, or property on account of any act, omission, neglect or misconduct of CONTRACTOR, its officers, agents and/or employees, including any of its subcontractors, or arising out of or in performance of any provision of this Agreement or the performance of the work in completing the Project, including any claims or amounts arising or recovered under the Workers' Compensation Act or any other law, ordinance, order or decree;

7. During the term of this Agreement, CONTRACTOR shall provide the following types of insurance, written on the comprehensive form and as an "occurrence" policy, in not less than the specified amounts:
 - a. Comprehensive General Liability - \$1,000,000 per occurrence;
 - 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.

SEWERTECH LLC
an Illinois corporation

VILLAGE OF MAYWOOD, an Illinois
municipal corporation

By: _____
Title:

By: _____
Nathaniel George Booker, Mayor

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

ORDINANCE NO. CO-2022-06

**AN ORDINANCE AUTHORIZING CERTAIN EXPENDITURES FROM THE GENERAL FUND AND THE MADISON STREET / 5TH AVENUE TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA FUND TO PAY FOR THE TELEVISIONING AND CLEANING OF CERTAIN SEWERS AND AWARD OF CONTRACT TO LOW BIDDER SEWERTECH, LLC
(Project: Televisioning and Cleaning of Certain Combined Sewers for the 2022 Capital Improvements Project)**

which was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Meeting of the Board of Trustees held on the 22nd day of March, 2022, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 22nd day of March, 2022.

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

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

Lightford, A. Peppers and I. Brandon

NAYS: None

ABSENT: None

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 23rd day of March, 2022.

Gwaine Dianne Williams, Village Clerk

SEAL