

**ORDINANCE NO. CO-2023-15**

**ORDINANCE AUTHORIZING THE APPROVAL AND EXECUTION OF  
A LOW BID RESPONSE AND CONSTRUCTION AGREEMENT  
WITH SCHROEDER ASPHALT SERVICES, INC. FOR THE COMPLETION OF  
THE 2022 ROADWAY IMPROVEMENTS PROJECT AND THE APPROPRIATION AND  
EXPENDITURE OF MADISON STREET/5TH AVENUE TIF DISTRICT FUNDS TO PAY FOR THE PROJECT  
(Project Cost: \$805,058.50;  
Project Locations: Portions of 4th Avenue from Washington Boulevard to Oak Street)**

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

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

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

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

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

**WHEREAS**, it is necessary to consider and approve the use of TIF Funds during calendar year 2023 to complete certain infrastructure improvement projects in order to stimulate reinvestment in the Project Area. The Corporate Authorities have identified and approved the completion of the following infrastructure improvement project(s) within the Project Area (collectively, the “Infrastructure

Improvement Projects”), using TIF Funds to pay for such Infrastructure Improvement Projects, in whole or in part:

- A. 2022 Roadway Improvements Project:** Consisting of the improvements as more fully described in the Village Engineer’s Memorandum dated March 31, 2023, and attached hereto as part of Group Exhibit “A”; and

The funding source for the Project is the Madison Street / 5th Avenue Tax Increment Financing District Fund (“Madison Street / 5th Avenue TIF District Fund”) since the entire scope of Project work is located within the Madison Street / 5th Avenue TIF District; and

**WHEREAS**, based on a competitive bidding process, Schroeder Asphalt Services, Inc. of Huntley, Illinois (the “Contractor”) was the lowest, responsive, qualified bidder, who submitted a bid to perform the Project work for an amount “not to exceed” \$805,058.50 (“Low Bid Price”); and

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

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

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

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

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

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

A Preliminary Estimate of Expenditures to be incurred and reimbursed, in connection with the Project, as provided by the Village Engineer and/or the Village Manager, is as follows: Based on a competitive bidding process, the Contractor submitted the low bid to perform the Project work for an amount “not to exceed” \$805,058.50.

The Bid Opening Results and Recommendation, as set forth in a Memorandum dated March 31, 2023 and prepared by the Village Engineer for the Project, is attached hereto as part of Group Exhibit "A" and made a part hereof.

**SECTION 4: Authorization of Expenditures; Award of Contract.** The expenditure of funds from the TIF Fund is authorized up to the amounts set forth in Section 3, or such additional amounts necessary to complete any additional work related to the Project as subsequently approved or authorized by the Corporate Authorities. The President and Board of Trustees award the contract for the Project to the Contractor, the lowest, responsive, qualified bidder, in an amount not to exceed \$805,058.50 ("Low Bid Price").

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

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

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

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

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

**ADOPTED** this 18th day of April, 2023, pursuant to a roll call vote as follows:

**AYES:** Mayor Booker, Trustees 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 18th day of April, 2023.

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

**ATTEST:**

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

Published by me in pamphlet form this 18th day of April, 2023.

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

**Group Exhibit "A"**

**Bid Opening Results and Recommendation for the Project**

**Memorandum dated March 31, 2023  
and prepared by the Village Engineer (Edwin Hancock Engineering Company)**

(attached)

**and**

**AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND  
SCHROEDER ASPHALT SERVICES, INC. RELATIVE TO  
2022 ROADWAY IMPROVEMENTS PROJECT – CONTRACT "B"**

(attached)

March 31, 2023

James Krischke  
Acting Village Manager  
Village of Maywood  
40 Madison Street  
Maywood, Illinois 60153

Re: 2022 Roadway Improvements Project – Contract B  
Bid Opening Results and Recommendation

Dear Mr. Krischke:

Proposals were received and opened for the 2022 Roadway Improvements Project – Contract B, on Friday, March 24, 2023 at the Village Clerk’s office. Eight (8) 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>
Schroeder Asphalt Services, Inc.	\$805,058.50
M&J Asphalt Paving Co.	\$823,091.50*
J.Nardulli Concrete, Inc.	\$836,093.00
Triggi Construction, Inc.	\$864,134.00
Brothers Asphalt Paving, Inc.	\$948,667.18*
Engineer’s Estimate	\$872,885.00

\*Indicates correction from “As-Read By” amount due to errors by contractor in proposal document.

The lowest responsive, responsible bidder for this project was Schroeder Asphalt Services, Inc. of Huntley, Illinois. Schroeder Asphalt Services, Inc. is a contractor that has satisfactorily completed work of similar scope over numerous projects in neighboring communities including the Village of Arlington Heights, Village of Streamwood, Village of Hoffman Estates, and Village of Gilberts. A reference check of Schroeder Asphalt Services, Inc. has revealed positive references from the above stated communities.

The contract specifies goals for the use of Disadvantaged Business Enterprise (DBE) firms, which provides for contracting opportunities to small businesses owned and controlled by socially and economically disadvantaged individuals. The project DBE goals are determined by the scope of work, various construction trades involved, and overall estimate of cost. The DBE Utilization Plan submitted by Schroeder Asphalt Services, Inc. has been reviewed, and has adhered to the contract DBE goals.

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

March 31, 2023

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complete the project by the project completion date of August 5, 2023. *We recommend that the Contract for the improvements be awarded to Schroeder Asphalt Services, Inc., in the amount of Eight Hundred Five Thousand, Fifty-Eight and 50/100 Dollars. (\$805,058.50).*

The project involves roadway improvements along 4<sup>th</sup> Avenue from Washington Boulevard to Oak Street. The scope of work includes complete removal and replacement of concrete curb and gutter, concrete driveway aprons, intermittent replacement of deteriorated sidewalk, placement of ADA compliant roadway crossings, repair/replacement of utility structures as needed, repairs to the combined sewer, replacement of drainage structures and sewer laterals at intersections, full depth pavement patching with concrete base course, pavement milling to the existing brick or concrete base course, resurfacing with 1" of hot-mix asphalt leveling binder and 2" of hot-mix asphalt surface course, landscaping restoration, pavement markings and other related improvements.

Special time restrictions have been included in the contract so as to avoid disruption to the neighboring school, Emerson Elementary School.

The construction of the project will be 100% funded through the Madison Street TIF.

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: March 24, 2023 @ 11:00 AM  
 PROJECT: 2022 Roadway Improvements Project - Contract B\*  
 ENGINEER'S ESTIMATE OF COST: \$872,885.00

No.	Items	Unit	Quantity	ENGINEER'S EOC		Schroeder Asphalt Services, Inc.		J. Narbuhli Concrets, Inc.		Triegel Construction, Inc.	
				Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	Combination Curb and Gutter Removal	Foot	3,080	7.00	21,560.00	5.50	16,940.00	6.50	20,020.00	10.00	30,800.00
2	Sidewalk Removal	SqR	8,000	3.00	24,000.00	1.32	10,560.00	2.00	16,000.00	3.00	24,000.00
3	Driveway Pavement Removal	SqYd	580	17.00	9,860.00	16.50	9,570.00	20.00	11,600.00	25.00	14,500.00
4	Pavement Removal	SqYd	1,800	18.00	32,400.00	15.50	27,900.00	21.75	39,150.00	30.00	54,000.00
5	Incidental Hot-Mix Asphalt Surface Removal	SqYd	250	25.00	6,250.00	12.00	3,000.00	15.75	3,937.50	25.00	6,250.00
6	Hot-Mix Asphalt Surface Removal, Variable Depth	SqYd	5,500	6.00	33,000.00	4.00	22,000.00	6.75	37,125.00	7.25	39,875.00
7	16" Inset Valve	Each	1	9,000.00	9,000.00	14,850.00	14,850.00	13,500.00	13,500.00	13,500.00	13,500.00
8	Valve Vault, Type A, 4' Diameter, Type 1 Frame, CL	Each	1	4,000.00	4,000.00	3,575.00	3,575.00	3,250.00	3,250.00	3,250.00	3,250.00
9	8" Diameter, PVC Combined Sewer Pipe Replacement	Foot	117	500.00	58,500.00	485.00	56,745.00	440.00	51,480.00	450.00	52,650.00
10	Additional 8" Dia., PVC Comb Sewer Pipe Replacement	Foot	62	40.00	2,480.00	1.50	93.00	1.00	62.00	1.00	62.00
11	6" Diameter, PVC Sanitary Sewer Service Pipe	Foot	55	45.00	2,475.00	1.50	82.50	1.00	55.00	1.00	55.00
12	8" PVC Sewer Service Connection	Each	11	550.00	6,050.00	567.00	6,237.00	515.00	5,665.00	525.00	5,775.00
13	10" Diameter, PVC Storm Sewer Pipe	Foot	325	80.00	26,000.00	82.50	26,812.50	75.00	24,375.00	75.00	24,375.00
14	Trench Backfill	CuYd	200	40.00	8,000.00	1.10	220.00	1.00	200.00	1.00	200.00
15	Inlet, Type A, Type 1 Frame, Open Lid	Each	3	2,000.00	6,000.00	2,750.00	8,250.00	2,500.00	7,500.00	2,500.00	7,500.00
16	Restricted Depth CB, 4' Dia., Type 1 Frame, OL	Each	7	4,500.00	31,500.00	3,740.00	26,180.00	3,400.00	23,800.00	3,500.00	24,500.00
17	Restricted Depth Manholes, 4' Dia., Type 1 Frame, CL	Each	1	7,000.00	7,000.00	8,250.00	8,250.00	7,500.00	7,500.00	7,500.00	7,500.00
18	Connection to Existing Structure	Each	4	500.00	2,000.00	110.00	440.00	100.00	400.00	100.00	400.00
19	Frames and Lids to be Adjusted	Each	12	550.00	6,600.00	588.00	6,816.00	550.00	6,600.00	585.00	6,900.00
20	Structure to be Reconstructed	Each	3	2,500.00	7,500.00	3,050.00	9,150.00	2,900.00	8,700.00	2,750.00	8,250.00
21	Frames and Lids	Each	7	450.00	3,150.00	505.00	3,535.00	500.00	3,500.00	475.00	3,325.00
22	Structure to be Removed	Each	11	400.00	4,400.00	121.00	605.00	200.00	1,000.00	125.00	625.00
23	Water Service Boxes and Valve Boxes to be Adjusted	Each	5	250.00	1,250.00	30.00	150.00	33.25	166.25	30.00	150.00
24	Combination Curb and Gutter, Type B-6.12 (Modified)	Foot	2,800	35.00	98,000.00	33.00	92,400.00	36.00	100,800.00	42.25	118,300.00
25	Concrete Curb, Type B	Foot	280	35.00	9,800.00	8.45	2,366.00	8.50	2,380.00	10.00	2,800.00
26	Portland Cement Concrete Sidewalk, 5"	SqR	280	8.00	2,240.00	8.45	2,366.00	8.50	2,380.00	10.00	2,800.00
27	Detachable Warnings	SqR	580	75.00	43,500.00	93.50	54,230.00	40.00	23,200.00	30.00	17,400.00
28	Portland Cement Concrete Driveway Pavement, 7"	SqYd	1,800	75.00	135,000.00	75.00	135,000.00	80.00	144,000.00	75.00	135,000.00
29	Portland Cement Concrete Base Course, 6"	SqYd	250	12.00	3,000.00	11.00	2,750.00	70.00	17,500.00	60.00	15,000.00
30	Deformed Tie Bars	Each	15	50.00	750.00	22.00	330.00	45.00	675.00	25.00	375.00
31	Aggregate for Temporary Access	Ton	40	190.00	7,600.00	100.00	4,000.00	210.00	8,400.00	250.00	10,000.00
32	Incidental Hot-Mix Asphalt Surfacing	Ton	1,100	6.00	6,600.00	3.00	3,300.00	0.01	11.00	0.01	11.00
33	Bituminous Materials (Track Coat) SS-1	Gallon	1,350	5.00	6,750.00	6.50	8,775.00	6.00	8,100.00	6.25	8,437.50
34	Hot-Mix Asphalt - Longitudinal Joint Sealant	Foot	400	100.00	40,000.00	110.00	44,000.00	97.50	39,000.00	105.00	42,000.00
35	Leveling Binder (Machine Method), NS0	Ton	675	95.00	64,125.00	103.00	69,525.00	97.50	65,812.50	105.00	70,875.00
36	Hot-Mix Asphalt Surface Course, Mix D, NS0	Ton	2,000	5.00	10,000.00	8.80	17,600.00	6.00	12,000.00	5.00	10,000.00
37	Topsoil Placement, 3"	SqYd	2,000	12.00	24,000.00	11.00	22,000.00	10.00	20,000.00	11.00	22,000.00
38	Soeding	SqYd	1	50.00	50.00	275.00	275.00	100.00	100.00	1.00	1.00
39	Supplemental Watering	Unit	17	130.00	2,210.00	165.00	2,805.00	135.00	2,295.00	150.00	2,550.00
40	Inlet Filters	Each	650	4.00	2,600.00	2.50	1,625.00	4.00	2,600.00	2.50	1,625.00
41	Thermoplastic Pavement Marking - Line 6"	Foot	375	6.00	2,250.00	4.00	1,500.00	6.00	2,250.00	4.00	1,500.00
42	Thermoplastic Pavement Marking - Line 12"	Foot	250	12.00	3,000.00	8.00	2,000.00	10.00	2,500.00	7.75	1,937.50
43	Thermoplastic Pavement Marking - Line 24"	Foot	275	25.00	6,875.00	8.00	2,200.00	13.00	3,575.00	10.00	2,750.00
44	Polyurea Pavement Marking - Letters and Symbols	Sqft	1	30,000.00	30,000.00	10,000.00	10,000.00	35,000.00	35,000.00	35,000.00	35,000.00
45	Traffic Control and Protection	LS	1								
<b>TOTAL AMOUNT OF BID</b>						<b>\$872,885.00</b>	<b>\$805,058.50</b>	<b>\$836,093.00</b>	<b>\$864,134.00</b>		





VILLAGE OF: Maywood  
 BID DATE AND TIME: March 24, 2023 @ 11:00 AM  
 PROJECT: 2022 Roadway Improvements Project "Contract B"  
 ENGINEER'S ESTIMATE OF COST: \$972,885.00

No.	Items	Unit	Quantity	M & J Asphalt Paving Co.			Brothers Asphalt Paving, Inc.		
				Unit Price	Total Cost	Unit Price	Total Cost		
1	Combination Curb and Gutter Removal	Foot	3,080	5.40	16,632.00	6.00	18,480.00		
2	Sidewalk Removal	SqFt	8,000	1.30	10,400.00	2.00	16,000.00		
3	Driveway Pavement Removal	SqYd	580	14.45	8,381.00	20.00	11,600.00		
4	Pavement Removal	SqYd	1,800	19.20	34,560.00	20.00	36,000.00		
5	Incidental Hot-Mix Asphalt Surface Removal	SqYd	250	5.15	1,287.50	10.00	2,500.00		
6	Hot-Mix Asphalt Surface Removal, Variable Depth	SqYd	5,500	3.75	20,625.00	6.00	33,000.00		
7	6" Inset Valve	Each	1	14,380.00	14,380.00	14,040.00	14,040.00		
8	Valve Vault, Type A, 4" Diameter, Type 1 Frame, CL	Each	1	3,510.00	3,510.00	3,380.00	3,380.00		
9	8" Diameter, PVC Combined Sewer Pipe Replacement	Foot	117	475.20	55,598.40	458.00	53,586.00		
10	Additional 8" Dia., PVC Comb Sewer Pipe Replacement	Foot	62	1.00	62.00	1.04	64.48		
11	16" Diameter, PVC Sanitary Sewer Service Pipe	Foot	55	1.00	55.00	1.04	57.20		
12	8"x6" PVC Sewer Service Connection	Each	11	556.20	6,118.20	536.00	5,896.00		
13	10" Diameter, PVC Storm Sewer Pipe	Foot	325	81.00	26,325.00	78.00	25,350.00		
14	Trench Backfill	CuYd	200	1.00	200.00	1.04	208.00		
15	Inlet, Type A, Type 1 Frame, Open Lid	Each	3	2,700.00	8,100.00	2,600.00	7,800.00		
16	Restricted Depth CB, 4' Dia., Type 1 Frame, OL	Each	7	3,670.00	25,690.00	3,536.00	24,752.00		
17	Restricted Depth Manhole, 4' Dia., Type 1 Frame, CL	Each	1	8,100.00	8,100.00	7,800.00	7,800.00		
18	Connection to Existing Structure	Each	4	110.00	440.00	104.00	416.00		
19	Frames and Lids to be Adjusted	Each	12	555.00	6,660.00	536.00	6,432.00		
20	Structure to be Reconstructed	Each	3	2,970.00	8,910.00	2,860.00	8,580.00		
21	Frames and Lids	Each	7	502.00	3,514.00	484.00	3,388.00		
22	Structure to be Removed	Each	11	160.00	1,760.00	156.00	1,716.00		
23	Water Service Boxes and Valve Boxes to be Adjusted	Each	5	119.00	595.00	115.00	575.00		
24	Combination Curb and Gutter, Type B-6.12 (Modified)	Foot	2,800	25.30	70,840.00	45.00	126,000.00		
25	Concrete Curb, Type B	Foot	280	27.95	7,826.00	50.00	14,000.00		
26	Portland Cement Concrete Sidewalk, 5"	SqFt	6,750	6.60	44,550.00	14.00	94,500.00		
27	Detachable Warnings	SqFt	280	28.10	7,868.00	50.00	14,000.00		
28	Portland Cement Concrete Driveway Pavement, 7"	SqYd	580	83.85	48,633.00	100.00	58,000.00		
29	Portland Cement Concrete Base Course, 8"	SqYd	1,800	106.50	192,420.00	90.00	162,000.00		
30	Deformed Tie Bars	Each	250	11.30	2,825.00	15.00	3,750.00		
31	Aggregate for Temporary Access	Ton	15	154.45	2,316.75	50.00	750.00		
32	Incidental Hot-Mix Asphalt Surfacing	Ton	40	93.30	3,732.00	180.00	7,200.00		
33	Bluminous Materials (Tack Coat) SS-1	Gallon	1,100	0.01	11.00	3.00	3,300.00		
34	Hot-Mix Asphalt - Longitudinal Joint Sealant	Foot	1,350	6.25	8,437.50	4.90	6,615.00		
35	Leveling Binder (Machine Method), NSO	Ton	400	93.30	37,320.00	110.00	44,000.00		
36	Hot-Mix Asphalt Surface Course, Mix D, NSO	Ton	675	96.20	64,935.00	110.00	74,250.00		
37	Topsoil Placement, 3"	SqYd	2,000	6.50	13,000.00	7.35	14,700.00		
38	Sodding	SqYd	2,000	14.05	28,100.00	7.50	15,000.00		
39	Supplemental Watering	Unit	1	0.01	0.01	2,100.00	2,100.00		
40	Inlet Filters	Each	17	146.00	2,482.00	146.00	2,482.00		
41	Thermoplastic Pavement Marking - Line 6"	Foot	650	2.70	1,755.00	1.87	1,211.50		
42	Thermoplastic Pavement Marking - Line 12"	Foot	375	5.40	2,025.00	3.48	1,305.00		
43	Thermoplastic Pavement Marking - Line 24"	Foot	250	10.80	2,700.00	8.00	2,000.00		
44	Polyurea Pavement Marking - Letters and Symbols	Sqft	275	23.75	6,531.25	9.36	2,574.00		
45	Traffic Control and Protection	LS	1	12,680.89	12,680.89	17,305.00	17,305.00		
				★	\$823,091.50		\$948,667.18		

\*CORRECTION FROM "AS-READ BY" AMOUNT

M & J Asphalt Paving Co. Error in one item extension and errors in subtotals

**AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND  
SCHROEDER ASPHALT SERVICES, INC. RELATIVE TO  
2022 ROADWAY IMPROVEMENTS PROJECT "CONTRACT B"**

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the VILLAGE OF MAYWOOD, Cook County, Illinois, an Illinois Municipal Corporation (hereinafter referred to as the "VILLAGE") and Schroeder Asphalt Services, Inc., P.O. Box 831, Huntley, Illinois 60142, an Illinois Corporation (hereinafter referred to as the "CONTRACTOR").

The VILLAGE and CONTRACTOR agree as set forth below:

1. The CONTRACTOR, for the considerations hereinafter set forth, hereby agrees to and with the VILLAGE, that it will furnish and provide all labor, materials, equipment and services and do all else required to perform and complete the 2022 Roadway Improvements Project "Contract B", Village of Maywood, Illinois, Cook County, (the "Project"), as set forth in any clarifications or addendums, the Project Specifications and Bidding Documents, and the Project Plans entitled "2022 Roadway Improvements Project "Contract B", Village of Maywood, Illinois" prepared by Edwin Hancock Engineering Co., consisting of Eleven (11) sheets with the latest revision date of March 1, 2023, 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 August 5, 2023. 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 Eight Hundred Five Thousand, Fifty-Eight and 50/100 Dollars. (\$805,058.50). The VILLAGE shall pay for the Work through a combination of Grant Funds and General Funds. The Contract Price has been determined pursuant to the CONTRACTOR'S Proposal dated March 24, 2023;
4. If the rate of progress is satisfactory to the VILLAGE, payment requests will be submitted by the Contractor to the VILLAGE once a month during the progress of the improvement for ninety percent (90%) of the value of the work done and in place at the date of the preparation of the payment estimate. Payment will be made to the CONTRACTOR once all required waivers of lien for material suppliers and subcontractors have been submitted to the VILLAGE. The waivers of lien will be for the amount of the current payment estimate, except for the final estimate where the waivers of lien shall be for the total contract amount. Upon final completion and acceptance of the work, a final estimate will be issued for the total amount due under the Contract, less previous payments and liquidated damages;
5. This Agreement provides for the performance of a Project within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement

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

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

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

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

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

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

THIS AGREEMENT executed the day and year first written above.

SCHROEDER ASPHALT SERVICES, INC.,  
an Illinois corporation

VILLAGE OF MAYWOOD, an Illinois  
municipal corporation

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

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

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

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

ATTEST:

ATTEST:

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

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

STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

**CLERK'S CERTIFICATE**

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

**ORDINANCE NO. CO-2023-15**

**ORDINANCE AUTHORIZING THE APPROVAL AND EXECUTION OF  
A LOW BID RESPONSE AND CONSTRUCTION AGREEMENT  
WITH SCHROEDER ASPHALT SERVICES, INC. FOR THE COMPLETION OF  
THE 2022 ROADWAY IMPROVEMENTS PROJECT AND THE APPROPRIATION AND  
EXPENDITURE OF MADISON STREET/5TH AVENUE TIF DISTRICT FUNDS TO PAY FOR THE PROJECT  
(Project Cost: \$805,058.50  
Project Locations: Portions of 4th Avenue from Washington Boulevard to Oak Street)**

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 18th day of April, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 18th day of April, 2023.

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, Trustees 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 18th day of April, 2023.

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

SEAL