

RESOLUTION NO. R-2021-09

**A RESOLUTION AUTHORIZING A WAIVER OF THE COMPETITIVE BID PROCESS
AND APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT
WITH UNIQUE PLUMBING CO. TO PERFORM CONSTRUCTION SERVICES
FOR THE EMERGENCY WATER INTERCONNECTION REPLACEMENT PROJECT
AT 10TH AVENUE AND ROOSEVELT ROAD, AND FOR THE
APPROPRIATION AND EXPENDITURE OF ROOSEVELT ROAD TIF DISTRICT FUNDS
AND WATER SYSTEM AND GARBAGE ENTERPRISE FUNDS TO PAY FOR THE PROJECT**

WHEREAS, the President and Board of Trustees of the Village of Maywood, Illinois (the "Village" or "Village Board") desire to hire Unique Plumbing Co. (the "Contractor") to perform construction services associated with the following public improvements to be made in calendar year 2021: replacement of the emergency water interconnection that exists between the water supply system of the Village of Broadview and the water supply system of the Village of Maywood at 10th Avenue and Roosevelt Road ("Construction Services" or "Project") in accordance with the terms set forth in the attached "AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND UNIQUE PLUMBING CO. FOR THE PERFORMANCE OF CONSTRUCTION SERVICES FOR THE EMERGENCY WATER INTERCONNECTION REPLACEMENT PROJECT AT 10TH AVENUE AND ROOSEVELT ROAD, ILLINOIS" (the "Agreement"), a copy of which is attached hereto as **Exhibit "A"** and made a part hereof; and

WHEREAS, the Project is located: in part, within the boundaries of the Roosevelt Road TIF District; in part, within the corporate boundaries of the Village of Maywood; and, in part, within the corporate boundaries of the Village of Broadview; and

WHEREAS, in a Memorandum dated March 4, 2021, the Village Engineer recommended approval of a bid waiver for this Project and recommended that the Village enter into the Agreement; and the Village Board concurs with the Village Engineer's recommendations, finding that the bid waiver is supported by the following reasons:

- A. A bid waiver effectively serves the function of a change order to the ongoing Roosevelt Road Water Service Transfer Improvements Project, which was competitively bid, and the Contractor is maintaining its existing unit prices for all similar work items for the Project Due to the inclusion of certain Project work within the Village of Broadview that is ineligible for TIF District participation as well as other TIF Act requirements regarding scoping changes, it is recommended to use the bid waiver mechanism; and
- B. The Contractor maintains exceptional familiarity with the recent work in the vicinity, as well as the Project work to be performed; and
- C. The Village should realize a reduction in total Project cost by eliminating duplicate efforts such as IDOT requirements of contractors (bond and insurance), environmental testing and dump approvals, and other contractor administrative efforts; and
- D. The Contractor will be responsible for pressure testing the completed Project work against the recently installed pipe valve and therefore will assume liability in the event any issues occur; and
- E. The Contractor can complete the Project work on an expedited schedule of completion; and

WHEREAS, under Section 36.08 (Contracts and Purchases) of the Maywood Village Code, all public improvement projects where the expense will exceed \$20,000 shall be let to the lowest

responsible bidder after advertisement for bids, unless competitive bidding is waived by a vote of two-thirds (2/3rds) of all of the corporate authorities (5 of 7 Village Board members). The President and Board of Trustees of the Village find that it is desirable and in the best interests of the Village and its residents, business owners, property owners and the public to waive the competitive bidding process for the purpose of approving the Agreement and constructing the Project; and

WHEREAS, the Contractor agrees to perform the Construction Services in regard to the Project in accordance with terms and provisions of the Agreement. The Contractor's "not-to-exceed" price to perform the Construction Services in regard to the Project is One Hundred Eighty-Six Thousand Six Hundred Eight and No/100 Dollars (\$186,608.00). The funding sources for the Project are the Roosevelt Road Tax Increment Financing District Fund ("Roosevelt Road TIF District Funds") and the Village's Water System and Garbage Enterprise Funds. Twenty-five percent (25%) of the Project costs (or \$46,652.00) will be paid for by the Roosevelt Road TIF District Fund and seventy-five percent (75%) of the Project costs (or \$139,956.00) will be paid for by the Village's Water System and Garbage Enterprise Funds; and

WHEREAS, the monies used to pay for the construction of the Project and the payment of the Construction Services provided under the attached Agreement are eligible expenses that can be paid for with Roosevelt Road TIF District Funds pursuant to the applicable provisions of the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as amended (the "Act") and are eligible expenses payable from the Village's Water System and Garbage Enterprise Funds; and

WHEREAS, the President and Board of Trustees of the Village of Maywood agree to appropriate and authorize the expenditure of the above-referenced sums from the Roosevelt Road TIF District Funds and the Village's Water System and Garbage Enterprise Funds for the purpose of paying the cost of the Construction Services for the Project; and

WHEREAS, the Village of Maywood, a home rule Illinois municipal corporation, has the authority to approve and enter into the attached Agreement (**Exhibit "A"**) and to approve the expenditure of its Roosevelt Road TIF District Funds and the Village's Water System and Garbage Enterprise Funds for 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 the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, and finds that entering into the Agreement is in the best interests of the Village, its residents, business owners, 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 Maywood waive competitive bidding for the Project and approve and authorize the execution of the attached "AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND UNIQUE PLUMBING CO. FOR THE PERFORMANCE OF CONSTRUCTION SERVICES FOR THE ROOSEVELT ROAD WATER MAIN IMPROVEMENTS PROJECT IN MAYWOOD, ILLINOIS" (the "Agreement") (**Exhibit "A"**), to be entered into with Unique Plumbing Co. of Brookfield, Illinois (the "Contractor") to perform the Construction Services for the Project. The fee to

perform the Construction Services in regard to the Project is a “not-to-exceed” bid price of One Hundred Eighty-Six Thousand Six Hundred Eight and No/100 Dollars (\$186,608.00).

SECTION 3: The President and Board of Trustees of the Village of Maywood authorize the expenditure of Roosevelt Road TIF District Funds equal to twenty-five percent (25%) of the Project costs (or \$46,652.00) and further authorize the expenditure of the Village’s Water System and Garbage Enterprise Funds in an amount equal to seventy-five percent (75%) of the Project costs (or \$139,956.00) for the completion of the Construction Services in accordance with the 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 Engineer and the Village Attorney, or their designees, transmit executed originals or certified copies of all documents, including the Agreement, to all parties and agencies that are entitled to receive such documents, as required and directed by any other governmental oversight regulatory agency, in order to comply with the terms of the Agreement. The Board of Trustees 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 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 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 Agreement.

SECTION 5: This Resolution was approved by a roll call vote of no less than two-thirds (2/3rds) vote of the Corporate Authorities of the Village of Maywood, Cook County, Illinois, at a Special Meeting thereof, held on the 16th day of March, 2021, and approved by me as President on the same day.

SECTION 6: This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 16th day of March, 2021, pursuant to a roll call vote as follows:

AYES: Mayor Perkins, Trustee(s) I. Brandon, M. Jones, A. Sanchez, K. Wellington and N. Booker

NAYS: None

ABSENT: Trustee M. Lightford

APPROVED this 16th day of March, 2021, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

Edwenna Perkins, Village President

ATTEST:

Viola Mims, Village Clerk

Exhibit "A"

**AGREEMENT BETWEEN
THE VILLAGE OF MAYWOOD AND UNIQUE PLUMBING CO.
TO PERFORM CONSTRUCTION SERVICES FOR
THE EMERGENCY WATER INTERCONNECTION REPLACEMENT PROJECT
AT 10TH AVENUE AND ROOSEVELT ROAD**

(attached)

**AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND
UNIQUE PLUMBING COMPANY, INC. RELATIVE TO
EMERGENCY WATER CONNECTION REPLACEMENT AT TENTH AVENUE**

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 Unique Plumbing Company, Inc., 9408 West 47th Street, Brookfield, Illinois 60513, 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 Emergency Water Connection Replacement at Tenth Avenue, 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 "Emergency Water Connection Replacement at Tenth Avenue, Village of Maywood, Illinois", prepared by Edwin Hancock Engineering Co., consisting of Ten (10) pages with the latest revision date of February 1, 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 April 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 One Hundred Eighty-Six Thousand, Six Hundred Eight Dollars and no/100 (\$186,608.00). The Contract Price has been determined pursuant to the CONTRACTOR'S Proposal dated March 4, 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.

UNIQUE PLUMBING COMPANY, INC.
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

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 of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. R-2021-09

A RESOLUTION AUTHORIZING A WAIVER OF THE COMPETITIVE BID PROCESS AND APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH UNIQUE PLUMBING CO. TO PERFORM CONSTRUCTION SERVICES FOR THE EMERGENCY WATER INTERCONNECTION REPLACEMENT PROJECT AT 10TH AVENUE AND ROOSEVELT ROAD, AND FOR THE APPROPRIATION AND EXPENDITURE OF ROOSEVELT ROAD TIF DISTRICT FUNDS AND WATER SYSTEM AND GARBAGE ENTERPRISE FUNDS TO PAY FOR THE PROJECT

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 16th day of March, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 16th day of March, 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 Perkins, Trustee(s) I. Brandon, M. Jones, A. Sanchez, K. Wellington and N. Booker

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 17th day of March, 2021.

Viola Mims, Village Clerk

[SEAL]