

RESOLUTION NO. R-2023-24

**A RESOLUTION AUTHORIZING AND APPROVING
THE EXECUTION OF A LOW BID RESPONSE AND AGREEMENT BETWEEN
THE VILLAGE OF MAYWOOD AND DENLER, INC. IN THE AMOUNT OF \$25,050.00
TO COMPLETE THE 2023 CRACK FILLING PROGRAM AND AUTHORIZING
THE EXPENDITURE OF VILLAGE GENERAL CORPORATE 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 Denler, Inc. of Joliet, Illinois (the "Contractor"), who submitted the lowest, qualified and responsive bid, to perform services to complete the "2023 Crack Filling Program", as described below (the "Project"), and to approve and authorize the execution of the Contractor's bid response and a contract (collectively the "Agreement"), attached hereto as part of Group Exhibit "A" and made a part hereof; and

WHEREAS, the Project involves the crack filling of roadways throughout the Village; and

WHEREAS, the Contractor agrees to complete the Project in accordance with the terms and provisions of the attached Agreement for a "not-to-exceed" bid price of \$25,050.00. The Project will be paid from the Village's General Corporate Funds; and

WHEREAS, the President and Board of Trustees of the Village of Maywood approve the attached Contractor's bid response and the Agreement (Group Exhibit "A") with the Contractor, and appropriate and authorize the expenditure of Village 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 (Local Government), Section 6 (Powers of Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/), and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), 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: Incorporation. 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: Approval of Documents. The President and Board of Trustees of the Village award the contract to complete the Project to the Contractor, who was the lowest, responsive, qualified bidder, and further authorize the approval and execution of the bid response and the Agreement with the Contractor for the benefit of the Village as part of the Project in an amount not to exceed \$25,050.00 ("Low Bid Price" or "Project Contract Price"). A copy of the Agreement is attached hereto as part of 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 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.

SECTION 3: Approval of Financial Obligations and Other Documents. The President and Board of Trustees of the Village authorize the expenditure and payment of the following funds to the Contractor to pay for the completion of the Project: Village's General Corporate Funds.

SECTION 4: Delivery of Signed Documents. The President and Board of Trustees of the Village 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 this Resolution and the attached Agreement, to all parties that are entitled to receive such documents in order to comply with the terms of the Agreement and for record retention purposes.

SECTION 5: Effective Date. This Resolution shall be in full force and effect from and after its adoption and approval as provided 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 this 18th day of April, 2023, 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:

Gwaine Dianne Williams, Village Clerk

Group Exhibit "A"

**Bid Response of Denler, Inc.
Relative to 2023 Crack Filling Program**

and

**AGREEMENT BETWEEN
THE VILLAGE OF MAYWOOD AND DENLER, INC.
RELATIVE TO 2023 CRACK FILLING PROGRAM**

(attached)



March 31, 2023

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

Re: 2023 Crackfilling Program
Bid Opening Results and Recommendation

Dear Mr. Krischke:

Proposals were received for the 2023 Crackfilling Program on March 27, 2023, at the office of the Village Clerk. Two (2) prospective bidders obtained contract documents for the project, with the Village receiving valid proposals from two (2) companies. A summary of the proposals received is as follows:

<u>CONTRACTOR</u>	<u>TOTAL BID</u>
Denler, Inc	\$ 25,050.00
SKC Construction, Inc.	\$ 26,850.00
Engineer's Estimate of Costs	\$ 30,000.00

The lowest responsive, responsible bidder for this project was Denler, Inc of Joliet, Illinois. Denler, Inc. has recently worked on the 2020 and 2022 Crackfilling Programs in the Village of Maywood. Denler, Inc. has completed projects of similar size and scope within surrounding communities including the Village of Romeoville, City of Naperville, and Village of Downers Grove. 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 within thirty (30) calendar days upon Notice of Award. We recommend that the Contract for the improvements be awarded to Denler, Inc., in the amount of Twenty-Five Thousand, and Fifty Dollars (\$25,050.00).

The project consists of the placement of approximately 15,000 pounds of crackfilling material, which will preserve the life of recently paved roadways within the Village. When considering the life cycle cost analysis of an asphalt pavement, the roadways should receive a crackfilling treatment within 3 to 5 years of paving.

The project will be paid for through the general fund.

March 31, 2023

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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: Monday, March 27, 2023 @ 11:00 AM
 PROJECT: 2023 Crackfilling Program
 ENGINEER'S ESTIMATE OF COST: \$30,000.00

No.	Items	Unit	Quantity	ENGINEER'S EOC		DENLER, INC		SKC CONSTRUCTION, INC.	
				Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	Crack Filling	LB	15000	2.00	30,000.00	1.67	25,050.00	1.79	26,850.00
TOTAL AMOUNT OF BID					\$30,000.00		\$25,050.00		\$26,850.00

**AGREEMENT BETWEEN
THE VILLAGE OF MAYWOOD AND DENLER, INC.
RELATIVE TO
2023 CRACKFILLING PROGRAM**

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 DENLER, INC., 20502 S. CHERRY HILL ROAD, JOLIET, IL 60433, 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 2023 CRACKFILLING PROGRAM, Village of Maywood, Illinois, Cook County (the "PROJECT"), as set forth in any clarifications or addendums, the Request For Proposals, as prepared by Edwin Hancock Engineering Co., inclusive of the CONTRACTOR Proposal attached hereto, made a part hereof, and designated as Exhibit "A" and dated March 27, 2023, (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 ten (10) days of the date of this Agreement and shall be completed on or before thirty (30) days from Notice to Proceed. 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-Five Thousand and Fifty Dollars (\$25,050.00). The Contract Price has been determined pursuant to the CONTRACTOR'S Proposal dated March 27, 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;
 - 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.

DENLER, 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-2023-24

**A RESOLUTION AUTHORIZING AND APPROVING
THE EXECUTION OF A LOW BID RESPONSE AND AGREEMENT BETWEEN
THE VILLAGE OF MAYWOOD AND DENLER, INC. IN THE AMOUNT OF \$25,050.00
TO COMPLETE THE 2023 CRACK FILLING PROGRAM AND AUTHORIZING
THE EXPENDITURE OF VILLAGE GENERAL CORPORATE 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 Special Village Board Meeting 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 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, 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 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 18th day of April, 2023.

Gwaine Dianne Williams, Village Clerk

[SEAL]