

Memorandum



To: Mark Gaffino, Village President & Board of Trustees
Cc: Steven Bosco, Village Administrator
From: Brian Richter, Public Works Streets Superintendent
Date: August 16, 2021
Re: Award of Bid for 2021 Tree Replacement Program

This year the Village of North Aurora revised its specifications for the tree replacement program. The project specifications were amended to promote diversity among the parkway trees, identify inspection requirements, and clarify the planting procedures. There are 100 trees included in this year's tree planting program.

The project was advertised on the Village website and in the newspaper on July 26, 2021. Staff directly contacted 11 landscaping companies to notify them of the program. Staff now has the ability to track which companies download the program specifications from our web site. We observed that the documents were downloaded by 8 third party advertisers who then independently publish or notify interested contractors. There were 6 landscaping firms who also downloaded the specifications. From these 6 bidders only 1 submitted a bid on August 11, 2021. That bidder was Acres Group and their bid is displayed in the below table.

Table 1. Bid Results

No.	Company	Bid
1	Acres Group	\$ 30,225.00

Tree replacement is budgeted at \$45,000 from the General Fund from the Tree Service line item, account number 01.445.4532. The 2020 bid submitted by Acres Group was \$30,205 and was the low bidder by over \$20,000. Staff believes the price increase of only \$20 from the past year suggests that the prices are reasonable. It is the recommendation of staff that the Village Board award the contract to Acres Group in the amount of \$30,225.00.

CONTRACT FOR PARKWAY TREE REPLACEMENT PROJECT

THIS AGREEMENT, made and concluded this 16st day of August, 2021, between the Village of North Aurora, an Illinois municipal corporation (hereinafter referred to as “Village”) and Acres Group, an Illinois Corporation (hereinafter referred to as “Contractor”) for Parkway Tree Replacement Services.

WHEREAS, the Village advertised for bids for Parkway Tree Replacement services (hereinafter “(Services)”) and provided bid specifications for such services, a copy of which is attached hereto and incorporated herein by reference as “Bid Specifications”; and

WHEREAS, Contractor submitted a bid for the Services in the amount of **Thirty One Thousand Two Hundred Five Dollars (\$31,225)** dollars in response to the request for bids advertised by the Village, a copy of which Bid is also included in the Bid Specifications

WHEREAS, the Contractor’s bid was determined to be the lowest responsible bid and was accepted by the Village Board of Trustees at the regularly scheduled meeting on August 16, 2021.

NOW THEREFORE, in consideration of Thirty One Thousand Two Hundred Twenty Five Dollars (\$31,225) to be paid by the Village to the Contractor for work completed as described by the bid specifications for tree replacement, the parties hereto agree and covenant as follows:

1. The Village and the Contractor agree the Bid Specifications attached hereto and incorporated herein are essential documents to this Contract and are made a part thereof.
2. The Contractor shall fulfill all the Services in keeping with the Bid Specifications and the Bid and shall furnish all labor and equipment necessary to perform the Services in a professional and workman like manner.
3. The Contractor shall be solely responsible for its own employees, subcontractors and agents and for the performance of the Services and shall indemnify and hold the Village harmless from and against any claims or causes of action asserted by its employees, subcontractors and agents or claims, causes of action, liabilities or damages resulting or related to the performance of the Services.

4. The Contractor shall supply a Certificate or other proof of Insurance in acceptable form to the Village as a condition to the Village's obligations under this Contract in compliance with the Bid Specifications.

5. If required pursuant to Village ordinance or the Bid Specifications, the Contractor shall supply a payment and performance bond and surety in form acceptable to the Village before performing the Services.

6. The Contractor acknowledges and agrees that, if the Illinois Prevailing Wage Act applies, the Contractor shall be responsible for such compliance and shall hold the Village and indemnify the Village from and against claims or liabilities arising from a failure to comply.

7. Either party may terminate this Agreement upon thirty (30) days written notice by registered mail, or by personal delivery of notice, to the other party.

8. This instrument contains the entire agreement between the parties, and those statements, promises, or inducements made by either party or agent of either party that are not contained in this written agreement shall not be valid or binding.

9. In any claims for breach of this contract, the prevailing party shall be entitled to recovery all of its reasonable costs, including reasonable attorney fees.

10. Any litigation brought in regard to this Contract shall be brought in the Sixteenth Judicial Circuit, Kane County, Illinois.

11. This Agreement shall not be altered or modified in any way except in writing and signed by both parties.

[signatures to follow]

IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

Village of North Aurora

Acres Group

By: Mark Gaffino,

By:

Village President

Title

Title