

Memorandum



To: Mark Gaffino, Village President & Board of Trustees
Cc: Steven Bosco, Village Administrator
From: Brandon Tonarelli, Assistant Public Works Director/Village Engineer
Date: September 11, 2023
Re: Award of a contract to Pavement Systems, Inc. for the Municipal Parking Lot Seal Coating & Pavement Marking Project in the amount of \$10,574.50

The Municipal Parking Lot Seal Coating & Pavement Marking Project includes seal coating the front and rear parking lots at the Police Department and the Village owned parking lot on State Street near Harners. Following the seal coating, the parking lots will be restriped with paint. Additionally, the Village Hall parking lot will be restriped.

On September 7, 2023, two sealed bids were received. The results of the letting are summarized in the bid tabulation tables below. The low bidder was Pavement Systems, Inc. in the amount of \$10,574.50. The project was budgeted in the amount of \$28,000 within the United TIF Fund.

Bid Tabulation.

| | |
|--|---|
| Pavement Systems, Inc. 13820 S. California Ave. Blue Island, IL 60406 | Patriot Pavement Maintenance 165 W. Hintz Rd. Wheeling, IL 60090 |
| \$10,574.50 | \$12,676.00 |

The low bidder, Pavement Systems, Inc. has completed similar work for school districts and park districts in the past and they had performed satisfactorily.

Staff recommends awarding the contract to Pavement Systems, Inc. in the amount of \$10,574.00.

Contract for Municipal Parking Lot Seal Coating & Pavement Marking Project

THIS AGREEMENT, made and concluded this **18th** day of September, 2023, between the Village of North Aurora, an Illinois municipal corporation (hereinafter referred to as “Village”) and Pavement Systems, Inc. an Illinois Corporation (hereinafter referred to as “Contractor”) for **Municipal Parking Lot Seal Coating & Pavement Marking Project**.

WHEREAS, the Village advertised for bids for the Municipal Parking Lot Seal Coating & Pavement Marking services (hereinafter “Services”) and provided bid specifications for such services, a copy of which is attached hereto and incorporated herein by reference as Exhibit “A” (“Bid Specifications”); and

WHEREAS, Contractor submitted a bid for the Services in the amount of **Ten Thousand Five Hundred Seventy-Four and 50/100 dollars (\$10,574.50)** in response to the request for bids advertised by the Village, a copy of which bid is attached hereto and incorporated herein.

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 **September 18, 2023**.

NOW THEREFORE, in consideration of **Ten Thousand Five Hundred Seventy-Four and 50/100 dollars (\$10,574.50)** to be paid by the Village to the Contractor as follows for work described by the Bid Specifications for the Municipal Parking Lot Seal Coating & Pavement Marking Project, 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 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. If there is any conflict within contract documents the bid specifications shall govern.

5. If not previously provided, 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.

6. The Contractor shall supply a payment bond and surety in form acceptable to the Village before performing the Services.

7. 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 and claims or liabilities arising from a failure to comply.

8. 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.

9. 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.

10. 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.

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

12. 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

By: Mark Gaffino, Village President

Pavement Systems, Inc.

Signature

Printed Name, Title

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