

---

---

# **THE VILLAGE OF BLOOMINGDALE**

DUPAGE COUNTY, ILLINOIS

---

---

## **RESOLUTION**

NUMBER 2023-R-20

---

---

**A RESOLUTION  
APPROVING AND AUTHORIZING  
THE EXECUTION OF AN AGREEMENT  
BY AND BETWEEN  
THE VILLAGE OF BLOOMINGDALE AND  
BROTHERS ASPHALT PAVING, INC.  
THE LOWEST RESPONSIBLE BIDDER**

---

---

FRANCO A. COLADIPIETRO, Village President  
PAMELA S. HAGER, Village Clerk

VINCE ACKERMAN  
WILLIAM BELMONTE  
BILL BOLEN  
FRANK BUCARO  
PATRICK SHANNON  
JUDI VON HUBEN

Village Board

---

---

Published in pamphlet form by authority of the  
Mayor and the Board of Trustees of the Village of Bloomingdale  
on this the 10th day of April, 2023

---

---

**RESOLUTION NO. 2023-R-20**

**A RESOLUTION  
APPROVING AND AUTHORIZING  
THE EXECUTION OF AN AGREEMENT  
BY AND BETWEEN  
THE VILLAGE OF BLOOMINGDALE AND  
BROTHERS ASPHALT PAVING, INC.  
THE LOWEST RESPONSIBLE BIDDER**

**WHEREAS**, the Village of Bloomingdale is a home rule unit of local government with authority granted pursuant to the Illinois Constitution of 1970, to exercise certain powers and perform certain functions pertaining to its local government and affairs;

**WHEREAS**, the Village of Bloomingdale (hereinafter referred to as "Village") upon approval of the corporate authorities may enter into an agreement with another party pursuant to Illinois Statute;

**WHEREAS**, the Village pursuant to the requirements of the Illinois Municipal Code 65 ILCS 5/8-9-1 previously advertised for and received sealed bids regarding the 2023 Annual Street Improvement Program (hereinafter referred to as the "Project");

**WHEREAS**, the bids for the Project referenced herein were opened and read on Wednesday, March 8, 2023 at the Bloomingdale Village Hall, 201 S. Bloomingdale Road, Bloomingdale, Illinois 60108;

**WHEREAS**, sealed bids were received and reviewed by the Village of Bloomingdale staff members including the Village's Engineer;

**WHEREAS**, it is the recommendation of the Village Staff and the Village Engineer to award the contract to the lowest responsible bidder, Brothers Asphalt Paving, Inc.; and

**WHEREAS**, the Village of Bloomingdale Corporate Authorities are of the opinion that it is in the best interests of the health, welfare and safety of the residents of the Village to award the contract to the lowest responsible bidder for the purposes referenced herein.

**NOW, THEREFORE, BE IT RESOLVED**, in open meeting assembled, by the Village President and Board of Trustees of the Village of Bloomingdale, DuPage County, Illinois, pursuant to its "Home Rule Powers" as follows:

**Section One – Recitals**

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to the resolution are full, true and correct and do hereby, by reference, incorporate and make them part of this resolution as legislative findings.

## **Section Two – Approval and Acceptance of Bid and Agreement**

The Village hereby accepts the bid from the bidder set forth herein as the lowest responsible bidder as provided in Village Staff's recommendation, a copy of which is attached hereto and made a part hereof as Exhibit A in an amount not to exceed \$1,075,876.36 (one million seventy-five thousand eight hundred seventy-six dollars and thirty-six cents).

## **Section Three – Authorization and Direction**

The Village President is hereby authorized to execute, and the Village Clerk is hereby authorized to attest to the Agreement, substantially in the form of such Agreement which is attached hereto as Exhibit B, with such changes therein as shall be approved by the Village Attorney and the officials of the Village executing the same, their execution thereof to constitute exclusive evidence of their approval to any and all changes or revisions therein from and after the execution and delivery of such Agreement.

## **Section Four - Other Actions Authorized**

The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of this resolution otherwise to consummate the transactions contemplated herein and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein.

## **Section Five - Acts of Village Officials**

That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

## **Section Six – Authorization of Expenditures**

The Corporate Authorities hereby authorize and direct the expenditure of all costs related to the execution of the Agreement, additionally, the Village is authorized and directed to allocate and spend all necessary funds to fulfill the requirements of the Agreement and of this Resolution.

## **Section Seven – Prevailing Wage Act**

The successful bidder shall be required to comply with all of the terms and conditions of the Illinois Prevailing Wage Act, to the extent that it applies.

## **Section Eight – Exercise of Home Rule Powers**

This resolution represents an exercise of the home rule powers conferred upon the Village of Bloomingdale by the Constitution of the State of Illinois. This resolution is specifically intended to preempt any conflicting law, regulation, rule or other code provision to the extent permitted under the Constitution of the State of Illinois.

**Section Nine – Effective Date**

This resolution shall be in full force and effect from and after its passage, approval and publication as provided by law; provided, however, this resolution shall not take effect until the Consent (a copy of which is attached hereto and made a part hereof as Exhibit C) is executed by the successful bidder, thereby memorializing its understanding of the requirements of Prevailing Wage Act and indemnifying the Village with respect to any violation of said Act. If the Consent is not executed within sixty (60) days after passage and approval of this resolution, this resolution shall be void and of no force or effect, and any such approvals contained herein shall hereby be terminated.

**Section Ten - Publication**

This resolution shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

**Section Eleven – Conflict Clause**

All resolutions, parts of resolutions and/or board actions in conflict herewith are hereby repealed to the extent of such conflict.

**Section Twelve – Saving Clause**

If any section, paragraph, clause or provision of this resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this resolution which are hereby declared to be separable.

**Section Thirteen – Recording**


This resolution shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Bloomingdale.

The Remainder of this Page has been Intentionally Left Blank / Roll Call Vote to follow:

**DECIDED** pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Vince Ackerman	X			
William Belmonte	X			
Bill Bolen			X	
Frank Bucaro	X			
Patrick Shannon	X			
Judi Von Huben	X			
Franco A. Coladipietro (only if necessary)				
<b>TOTAL</b>	<b>5</b>	<b>0</b>	<b>1</b>	

**PASSED AND APPROVED** by the Village of Bloomingdale Board of Trustees on the 10th day of April, 2023.

  
\_\_\_\_\_  
Franco A. Coladipietro  
Village President

ATTEST:

  
\_\_\_\_\_  
Pamela S. Hager  
Village Clerk

Exhibit A  
Recommendation

Exhibit B  
Agreement

Exhibit C

Consent

The undersigned, \_\_\_\_\_, as the authorized representative for **Brothers Asphalt Paving**, (hereinafter referred to as the "Successful Bidder"), having read a copy of this resolution in full, do hereby understand the terms and conditions of the contract and the related requirements of the Prevailing Wage Act and hereby accept, concur, and agree to comply with all of the requirements thereunder including but not limited to the Prevailing Wage Act to the extent that it may apply.

In addition, the Successful Bidder further agrees to fully indemnify and hold harmless the Village of Bloomingdale for any and all liabilities and/or penalties that may be assessed for any violation that may be assessed or charged pursuant to the Prevailing Wage Act. The Successful Bidder further agrees to pay any and all of the Village of Bloomingdale's attorney's fees associated with any defense associated with an alleged violation of the Prevailing Wage Act that may arise as result of the award of this contract/project and the work performed by the Successful Bidder thereunder. This consent shall be binding upon all parties in interest and all successors and assigns.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

Its: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

(SEAL)