Ordinance 2026- 4668

ORDINANCE AUTHORIZING AND APPROVING AWARD OF A CONTRACT TO PATRIOT PAVEMENT MAINTENANCE, INC. FOR THE REMOVAL AND REPLACEMENT OF AN EPOXY FLOOR AT THE VILLAGE'S PUBLIC SAFETY BUILDING, 400 N. NORTHWEST HIGHWAY, BARRINGTON, IL

WHEREAS, the Village of Barrington (hereinafter sometimes referred to as "the Village"), Cook and Lake Counties, Illinois has determined that the epoxy floor in the apparatus bays at the Village's Public Safety Building at 400 N. Northwest Highway (hereinafter, the "Village's Public Safety Building") is in poor condition and in need of replacement; and

WHEREAS, through the TIPS USA JOC, which is a job order contracting procurement program offered through The Interlocal Purchasing System ("TIPS"), a national cooperative purchasing program, of which the Village is a member, the Village received a competitively bid proposal dated July 22, 2026 from Patriot Pavement Maintenance, Inc., 165 W. Hintz Road, Wheeling, IL 60090 (the "Contractor") for the removal and replacement of the deteriorating epoxy floor in the apparatus bays at the Village's Public Safety Building, and the Village desires to enter into a contract with the Contractor for the performance of such work for the Village, and specifically, the removal of the existing epoxy flooring in the apparatus bays by means of a related dust-free grinding method and the related repair of any expansion joints and saw-cuts in the concrete floor surfaces, and the application of an epoxy Laminated Flooring System having a thickness of approximately one-sixteenth (1/16) inch in the apparatus bays at the Village's Public Safety Building (hereinafter collectively, the "epoxy floor surface removal and replacement work"); and

WHEREAS, the Corporate Authorities of the Village find that it is in the best interests of the Village and its residents to accept the proposal received from Patriot Pavement Maintenance, Inc. dated July 22, 2026 for the aforesaid epoxy floor surface removal and replacement work as required by the Village and award a contract to and enter into a contract with Patriot Pavement Maintenance, Inc. to provide to the Village the aforesaid epoxy floor surface removal and replacement work in the apparatus bays at the Village's Public Safety Building, 400 N. Northwest Highway for the aggregate amount of $106,750.00, pursuant to and consistent with the terms, conditions, specifications, and contract price set forth in the Contractor's proposal dated July 22, 2026, a copy of which Contractor's proposal is attached hereto as part of Group Exhibit A and thereby made a part hereof:

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Barrington, Cook and Lake Counties, Illinois, in exercise of the authority of this Village as a Home Rule Unit, as follows:

SECTION 1: The Corporate Authorities of the Village find that the facts set forth in the preamble of this Ordinance are true and correct and the same are hereby incorporated herein by reference as the findings of fact of the Corporate Authorities.

SECTION 2: The Corporate Authorities of the Village do hereby award a contract to Patriot Pavement Maintenance, Inc., 165 W. Hintz Road, Wheeling, IL 60090 for the aforesaid epoxy floor surface removal and replacement work in the apparatus bays at the Village's Public Safety

Building, 400 N. Northwest Highway by means of a related dust-free grinding method, including the repair of any expansion joints and saw-cuts in the concrete floor surfaces, and the application of an epoxy Laminated Flooring System having a thickness of approximately one-sixteenth (1/16) inch, in compliance with the terms, conditions, and specifications contained in the Contractor's proposal dated July 22, 2026, for the aggregate amount of $106,750.00 (the "Work"), a copy of which Contractor's proposal is attached hereto as part of Group Exhibit A and thereby made a part hereof, as well as in compliance with the related Agreement between the Village and Patriot Pavement Maintenance, Inc. (collectively, the "Contract Documents"), which Work shall be performed pursuant to and in compliance with the terms, conditions, and specifications contained in the Contractor's proposal and the related Agreement, a copy of which Agreement is attached hereto as part of Group Exhibit A. Pursuant to Section 1-6A-6 of the Barrington Village Code, the Corporate Authorities hereby waive any and all requirements for competitive bidding or alternative proposals as may otherwise be required by law or by ordinance with respect to the Patriot Pavement Maintenance, Inc. proposal and the proposed Work and said Patriot Pavement Maintenance, Inc. proposal is hereby specifically authorized, ratified and approved.

SECTION 3: The Corporate Authorities of the Village hereby approve and authorize the execution by the Village President and attestation by the Village Clerk of the Patriot Pavement Maintenance, Inc. proposal dated July 22, 2026 and the related Agreement, in substantially the forms attached hereto and expressly made a part hereof as Group Exhibit A, and to do all other things necessary and/or appropriate, including but not limited to the execution and delivery of any other related Contract Documents to implement the Contract authorized herein.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED THIS 24 DAY OF AUGUST, 2026, BY ROLL CALL VOTE AS FOLLOWS:

AYES Trustees Lehmeyer, Sholeen, Wondrasek, Duncan, Prigge and President Moran

NAYS NONE

ABSENT Trustee Klauer

ABSTAIN NONE

APPROVED THIS 24 DAY OF AUGUST, 2026

Michael D. Moran, Village President

ATTESTED AND FILED THIS
24 DAY OF AUGUST, 2026

~~Kelly Cigarek~~, Village Clerk
JAMES P DILLON

Village of Barrington CORPORATE SEAL Cook & Lake Counties, IL

GROUP EXHIBIT A

(1) Patriot Pavement Maintenance, Inc. proposal dated July 22, 2026; and

(2) Agreement Between Village of Barrington and Patriot Pavement Maintenance, Inc.

AGREEMENT BETWEEN THE VILLAGE OF BARRINGTON AND PATRIOT PAVEMENT MAINTENANCE, INC.

THIS AGREEMENT (hereinafter, the "Agreement" or the "Contract") is made this 24 day of AUGUST, 2026, by and between the VILLAGE OF BARRINGTON (hereinafter referred to as "Village") and PATRIOT PAVEMENT MAINTENANCE, INC., 165 W. Hintz Road, Wheeling, IL 60990 (hereinafter referred to as "Contractor/Vendor") to furnish all materials, supplies, tools, equipment, labor, project supervision, and perform other services necessary to commence and complete the Work in connection with the epoxy floor surface removal and replacement work in the apparatus bays at the Village's Public Safety Building, 400 N. Northwest Highway by means of a related dust-free grinding method and the related repair of any expansion joints and saw-cuts in the concrete floor surfaces, and the application of an epoxy Laminated Flooring System approximately one-sixteenth (1/16) inch thick, in compliance with the terms, conditions, and specifications contained in the Contractor's proposal dated July 22, 2026 (the "Contractor/Vendor's Proposal"), for the aggregate amount of $106,750.00 (the "Work" or the "Project"), a copy of which Contractor's proposal is attached hereto as Exhibit A and thereby made a part hereof. This Agreement, the Contractor/Vendor's Proposal dated July 22, 2026, and any and all product warrantees provided by the manufacturer of the products used by the Contractor/Vendor shall comprise the Contract Documents relative to the Project which is the subject of this Agreement. In the event of any conflict among the Contract Documents, the more restrictive document shall prevail and control.

WITNESSETH:

In consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. Scope of Work: The Contractor/Vendor agrees to and shall timely perform, fully complete and provide all of the Work identified in the Contract Documents, a copy of which is attached hereto and thereby made a part hereof as Exhibit A, including but not limited to the following:
   A. The Contractor/Vendor agrees to perform all Work in a workmanlike manner in accordance with the Contract Documents with a commencement date as set forth herein, barring Acts of God, and shall comply with the plans and specifications which are part of the Contract Documents. Time is of the essence.
   B. The Contractor/Vendor shall, prior to commencement of any Work pursuant to this Agreement, provide to the Village the required Certificate(s) of Insurance naming the "Village of Barrington, its elected and appointed officers, officials, employees, agents and volunteers" as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13.
   C. The Contractor/Vendor agrees to comply with instructions of the manufacturer(s) of all products utilized in performing the Work and with all local, State & Federal laws and regulations concerning the Work.
   D. The Contractor/Vendor agrees to hold the Village of Barrington, its elected and appointed officials, officers, employees, and agents, harmless from and protect and defend the Village, its elected and appointed officials, officers, employees, and agents, from any and all claims, causes of action or liability arising from and relating to Contractor/Vendor's Work. This provision shall survive any termination and/or expiration of this Agreement and/or the Contract Documents.
   E. The provisions of this Paragraph 1 shall survive any expiration and/or termination of the Contract.

2. Not to Exceed Payment: The Village agrees to pay the Contractor/Vendor as compensation for all Work required by the Contract Documents, including this Agreement, a not-to-exceed amount of One Hundred Six Thousand Seven Hundred Fifty Dollars ($106,750.00) in the aggregate after completion of the Work on the Project and final acceptance thereof by the Village, and Prevailing Wage Act compliance.

3. Method of Payment:

A. Invoice for Final Payment: The Contractor/Vendor agrees to and shall prepare and submit to the Village an invoice upon completion of the Work. The invoice for Work completed by the Contractor/Vendor shall be sent to:

Village of Barrington
Attn: Andrew Thickpenny, Street Superintendent
300 N. Raymond
Barrington, IL 60010

B. Village's Compliance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.) (the "Act"). The Contractor/Vendor acknowledges, understands, and agrees that the Village complies with the Act. Except as may otherwise be provided herein, any invoices approved by the Village for payment shall be paid by the Village within 30 days after both the completion of the Work and the date of the Village's approval of the invoice. Notwithstanding any other provisions of any Contract Document, the Village shall not, in any manner, be considered to have accepted the Work, or any part thereof, or to have waived any claim related to such Work by making a final payment or by making any progress payment of any amount, where the Village determines that such Work, or part thereof, is or are defective, deficient, or not in conformance with the Contract Documents.

4. Contract Documents: The term "Contract Documents" means and includes this Agreement, including but is not limited to, the following, which are each attached hereto and thereby made a part hereof as Group Exhibit A:

A. The Patriot Pavement Maintenance, Inc. Proposal dated July 22, 2026;
B. All warranties provided by the manufacturer(s) of the material utilized by the Contractor/Vendor relative to the Project.

(collectively, the "Contract" or the "Contract Documents")

5. Time is of the Essence; Delivery Date: Time is of the essence of this Contract. The Work to be performed under the Contract Documents shall commence no later than August 11, 2026 after execution of this Agreement and the delivery to the Village of the required Certificate of Insurance, whichever is later (hereinafter the "Commencement Date"), and shall be completed no later than October 31, 2026, 2026 (hereinafter the "Completion Date"), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval the Village. If the Contractor/Vendor fails to complete the Work by the Completion Date, the Village shall thereafter have the right to have the Work completed by another independent contractor, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Contractor/Vendor for the Work and/or the right to recover any excess cost of completion from the Contractor/Vendor to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.

6. Control and Inspection of Work: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of Work by the Village, including but not limited to goods, materials, workmanship, and/or equipment which are part thereof, shall be made by the Village after delivery. Final inspection, acceptance and/or rejection of the Work by the Village, including but not limited to goods, materials, workmanship, and/or equipment which are part thereof, shall not impose liability on the Village for Work not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected Work until and unless fully corrected and/or replaced as determined by the Village. All Work performed by the Contractor/Vendor shall be done in conformance with the Contract Documents.

7. Prevailing Wage Act Notice [Check box that applies]:

☐ The Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) does not apply to this Contract.

☒ The Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) does apply to this Contract.

This Contract calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01, et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing work on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor ("IDOL") publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The IDOL revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the IDOL's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the IDOL website. All contractors and subcontractors performing work and/or rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties, including but not limited to the filing of monthly certified payrolls on IDOL forms. The Contractor/Vendor shall also pay prevailing wages at rates not less than those prevailing under Davis-Bacon Wage Act Provisions as determined by the U.S. Department of Labor to all laborers, workmen and mechanics performing work under this Contract, if such Act is applicable, and, in such event, the more restrictive (i.e., higher) prevailing wage requirements shall be applicable.

8. Venue and Choice of Law: The parties herein agree that the venue for any and all disputes shall solely be in Cook County, Illinois, the county in which the Village's Village Hall is located. This Contract and all other Contract Documents shall be construed, interpreted, and governed in accordance with the laws of the State of Illinois.

9. Nonassignability: The Contractor/Vendor shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Contractor/Vendor or its surety from the obligations herein entered into by the same or change the terms of this Contract.

10. Notices: All notices required by the Contract Documents shall be given in writing and shall be served by one party to the other party via email (effective when transmitted), facsimile (effective when transmitted), personal delivery (effective when delivered), commercial overnight delivery (effective when delivered), or by mail (effective when mailed).

11. Warranty and Guarantee: In addition to all other terms, conditions, and representations made in the Contract Documents, the Contractor/Vendor agrees that, in addition to any manufacturer's warranty(ies) on the products utilized for the Project, including but not limited to any materials, workmanship, parts and/or equipment to be supplied pursuant to the Contract Documents, the Contractor/Vendor shall warrant and guarantee the Work in its entirety, including but not limited to all parts, labor, materials, workmanship, and equipment furnished and work performed pursuant to the terms of the Product and Installation Guarantee set forth on Page 2 of the Contractor's proposal dated July 22, 2026.

12. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.

13. Facsimile or PDF Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of an established electronic security procedure mutually agreed upon in writing by the Parties.

14. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.

15. No Third Party Beneficiaries: The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

16. Entire Agreement: This Agreement and the other Contract Documents and all Exhibits attached hereto, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original

CONTRACTOR/VENDOR:
PATRIOT PAVEMENT MAINTENANCE, INC.

By: _____
[Name] _____
Its _____ and Authorized Agent

VILLAGE OF BARRINGTON

By: _____
Michael D. Moran, Village President

ATTEST: _____
James P. Dillon, Village Clerk

EXHIBIT A

CONTRACT DOCUMENTS

(1) Patriot Pavement Maintenance, Inc. proposal dated July 22, 2026

(2) Manufacturer(s)' Warranties

PATRIOT
PAVEMENT MAINTENANCE

July 22nd, 2026

Barrington Fire Department
400 N Northwest Hwy
Barrington, IL 60010

Scope of Work: Epoxy Installation **$106,750.00**

PPM will provide all labor, materials, and equipment to install new epoxy coating.

Floor preparation:

The customer is to present the entire floor cleared (empty), dry, broom swept, and with adequate lighting. The customer must also protect any equipment and /or product that cannot be removed from the work area; and provide a minimum surface air temperature of 60 degrees Fahrenheit. A temporary staging area is also required adjacent to the project site for storage and mixing of products by PPM.

****Additional charges will apply if we need to clean the area and move debris or FFE from the work area****

The entire floor will be prepared by the mechanical, virtually dust-free grinding method using PPM's own equipment. The following electrical power sources must be made available for us to provide this process:

- 3 phase, 480 volts at 60 amps
- A single phase 120 vols service is required in addition to one of the above.

PPM will supply a generator, if necessary, for no additional charge.

Expansion joints and saw-cuts in the concrete floor surfaces will be repaired by mechanically preparing, removing all debris, and filling with our flexible elastomeric joint compound.

Process: Full Flake

An epoxy Laminated Flooring System will then be installed at an approximate 1/16" thickness. This system consists of 3 layers of our 100% Epoxy Seal/Coat and 1 layer of colored 1/8 size flakes. Slip resistance and color flakes will be the customer's choice. The total thickness of this coating specification is a nominal 62.5 mils.

To complete the system, a topcoat of high-performance urethane will then be applied. This product as a final coat will provide excellent protection against chemical spills and is formulated to provide excellent abrasion resistance.

Product And Installation Guarantee:

The application of our materials, in accordance with the specifications listed in this quotation, is covered by a conditional **3-year** labor and material guarantee against loss of adhesion due to normal usage for the **FULL FLAKE**. This does not include conditions caused by hydrostatic pressure due to the lack of a sub-slab moisture barrier, excessive abuse of the floor surface (i.e., dragging of pallets, impact from metal objects, thermal shock or swivel steel wheels, etc.) Nor does this obligation extend to floor problems beyond our control (i.e., acts of God, structural inadequacies, etc.) **Patriot Pavement Maintenance** does not assume or accept liability for any slips, falls or accidents on the floors as installed. The flooring system must be maintained in accordance with **Patriot Pavement Maintenance's** floor maintenance instructions for this warranty to remain in effect.

Floor must stay dry for a minimum of 48 hours after application of our flooring system

All pricing per TIPS USA JOC.

Company Patriot Pavement Maintenance (11364) TIPS USA Number.

All work to be performed Monday – Friday 7:00am - 5:00pm.

Any work not detailed above will incur an additional charge.

Accepted By:_____