

VILLAGE OF VERNON HILLS

ORDINANCE NO. 2019-097

AN ORDINANCE AWARDING THE 2019 BITUMINOUS PAVEMENT PATCHING
PROGRAM BID TO MANEVAL CONSTRUCTION FOR AN AMOUNT NOT TO EXCEED
\$75,000

THE 4th DAY OF JUNE 2019

Published in pamphlet form by the Authority of the
President and Board of Trustees of the Village of
Vernon Hills, Lake County, Illinois, this
4th Day of June 2019

ORDINANCE 2019-097

**AN ORDINANCE AWARDING THE 2019 BITUMINOUS PAVEMENT
PATCHING PROGRAM BID TO MANEVAL CONSTRUCTION FOR AN
AMOUNT NOT TO EXCEED \$75,000**

WHEREAS, the Village of Vernon Hills, County of Lake, State of Illinois (*"the Village"*) is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code; and

WHEREAS, the Village is responsible for maintaining all Village-owned properties, and Village rights of ways (ROW's); including public streets; and

WHEREAS, to do so efficiently and effectively, the Village contracts asphalt patching of damaged sections of pavement on various public streets on an annual basis; and

WHEREAS, the Village received a total of seven (7) sealed bids on May 7, 2019 for said Bituminous Pavement Patching Program; at which time they were publicly opened; and

WHEREAS, Maneval Construction provided the lowest qualifying bid for a price of \$46,200; and

Pavement Systems Inc.	No Bid	Amount Provided	Johnson Paving	\$53,760
Maneval Construction	\$46,200		Builders Paving	\$60,900
Schroeder Asphalt	\$48,300		Peter Baker & Son	\$66,885
Chicagoland Paving	\$48,300			

WHEREAS, \$75,000 is delineated within Fiscal Year 2019-2020 budget account (0209059-550050) for the 2019 Bituminous Pavement Patching Program; and

WHEREAS, with the favorable low price of \$46,200, staff will be adding additional locations to the contractor's scope of work within the contract to have more patching be completed under this year's program; and

WHEREAS, this Ordinance 2019-097 awards the 2019 Bituminous Pavement Patching contract to Maneval Construction for an amount not to exceed \$75,000; with the option to renew said contract up to three (3) additional years; and

WHEREAS, expenditures over \$25,000 require Board of Trustee approval.

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: EXECUTION OF AGREEMENT: The Village Manager is hereby authorized to execute all required contract documents for the 2019 Bituminous Pavement Patching Program with Maneval Construction for a price not to exceed \$75,000.

SECTION 2: AUTHORIZATION & RELEASE OF PAYMENT: The Finance Director is hereby authorized to make payment to Maneval Construction in an amount not to exceed \$75,000.

SECTION 3: EFFECTIVE DATE: This Ordinance shall be in full force and effect from its passage and approval.

SECTION 4: ORDINANCE NUMBER: This Ordinance shall be known as Ordinance Number 2019-097.

Dated the 4th of June, 2019

Adopted by roll call votes as follows:

AYES: 6 – Schultz, Marquardt, Koch, Oppenheim, Takaoka, Byrne

NAYS: 0 - None

ABSENT AND NOT VOTING: 1 – Brown



Roger L. Byrne, Village President

PASSED: 06/04/2019
APPROVED: 06/04/2019
ATTEST: 06/04/2019



Mark Fleischhauer, Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

CERTIFICATE

I, MARK FLEISCHHAUER, CERTIFY THAT I AM THE DULY APPOINTED AND ACTING VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS. I FURTHER CERTIFY THAT ON JUNE 4, 2019, THE CORPORATE AUTHORITIES OF SUCH MUNICIPALITY PASSED AND APPROVED ORDINANCE NO. 2019-097 - AN ORDINANCE AWARDED THE 2019 BITUMINOUS PAVEMENT PATCHING PROGRAM BID TO MANEVAL CONSTRUCTION FOR AN AMOUNT NOT TO EXCEED \$75,000

THE PAMPHLET FOR ORDINANCE NO. 2019-097 INCLUDING THE ORDINANCE AND A COVER SHEET THEREOF, WAS PREPARED, AND A COPY DATED JUNE 4, 2019 AND CONTINUING FOR AT LEAST TEN DAYS THEREAFTER. COPIES OF SUCH ORDINANCE WERE ALSO AVAILABLE FOR PUBLIC INSPECTION UPON REQUEST IN THE OFFICE OF THE VILLAGE CLERK.

DATED IN VERNON HILLS, ILLINOIS, THIS 4TH DAY OF JUNE 2019



Mark Fleischhauer
Village Clerk

SEAL



AFFIDAVIT OF SERVICE

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

I, MARK FLEISCHHAUER, BEING FIRST DULY APPOINTED, DEPOSES AND SAYS ON OATH THAT AS VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, HE DID CAUSE THE FOREGOING CERTIFICATE FOR ORDINANCE NO. 2019-097 - AN ORDINANCE AWARDDING THE 2019 BITUMINOUS PAVEMENT PATCHING PROGRAM BID TO MANEVAL CONSTRUCTION FOR AN AMOUNT NOT TO EXCEED \$75,000 TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM JUNE 4 TO JUNE 18, 2019.

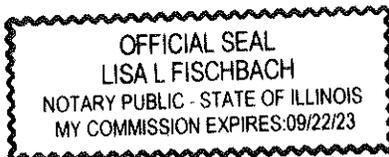


Mark Fleischhauer
Village Clerk

SUBSCRIBED AND SWORN TO BEFORE
THIS 4th DAY OF JUNE 2019



Notary Public





Ord. 2019-097

VILLAGE OF VERNON HILLS

CONTRACT DOCUMENT FOR

2019 BITUMINOUS PAVEMENT PATCHING PROGRAM

CONTRACT COMMENCE DATE: July 15, 2019

CONTRACT COMPLETION DATE: July 26, 2019

Obtain information from and submit bids to:

**David H. Brown, P.E.
Director of Public Works - Village Engineer
Village of Vernon Hills
290 Evergreen Drive
Vernon Hills, Illinois 60061
(847) 367-3726**

**David H. Brown, P.E.
Date: March 1, 2019**

INSTRUCTIONS TO BIDDERS

1. SCOPE OF WORK

The proposed work consists of bituminous pavement patching at various locations throughout the Village of Vernon Hills.

2. SPECIFICATIONS

The applicable sections of the Village Development Ordinance and the Illinois Department of Transportation (IDOT) Standard Specifications for Road and Bridge Construction, adopted April 1, 2016, together with approved Supplemental Specifications and Recurring Special Provisions, current edition for those items except as modified herein are incorporated by reference into the specifications, shall govern the work specified.

3. PLANS

The work shall be done in accordance with the specifications entitled “**2019 BITUMINOUS PAVEMENT PATCHING PROGRAM**”. The successful bidder will be given a map and spreadsheet showing the various locations throughout the Village where the repairs will be needed. All areas to be removed and replaced will be marked by the Engineer.

4. EXAMINATION OF SITE

Should have any questions, you may contact the Vernon Hills Engineering Department at (847) 367-3726. Bidders must examine and arrive at their own conclusions regarding the nature of the project. The Contractor agrees that he shall neither have nor assert against the Village or Engineer any claims for damages, for extra work, or for the relief from any obligation of this Contract based upon failure by the Village to furnish information in the Village or Engineer’s possession.

5. SUBMITTAL OF BIDS

Work under this project is defined on the Form of Proposal. The Owner reserves the right to reject any or all bids.

The quantities mentioned are approximate only and are subject to increase or decrease. The Contractor’s compensation will be based on the actual quantities as measured in place and finally determined multiplied by the unit prices shown in the Schedule of Prices.

The unit prices submitted are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions. In the event of discrepancies between the gross and sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices the latter shall apply.

The Owner reserves the right to extend or reduce the improvement or otherwise alter it by extras or deductions including the elimination of one or more items.

Prices submitted shall be firm unit prices. Each proposal shall be independent and subject to acceptance or rejection without qualification. Each bidder's proposal shall cover complete work described in the Contract Documents including costs incidental thereto.

6. BASIS OF AWARD

After tabulating all Bids in conformance with the Documents, award of Contract will be made to the lowest responsible bidder, as determined by the Village of Vernon Hills, whose bid conforms to the Invitation to Bid.

The Village of Vernon Hills may reject any or all of the Bids, on any basis and without disclosure of reason. The Village of Vernon Hills reserves the right to waive all technicalities. The failure to make such a disclosure shall not result in accrual of any right, claim, or cause of action by any successful bidder against the Village of Vernon Hills.

By submitting a Bona Fide Bid, all Bidders agree to accept these conditions irrespective of who the successful bidders are.

7. REQUIREMENT OF CONTRACT BOND

Upon notice of acceptance of his Proposal, the successful Bidder shall, within ten calendar days of said notice, furnish to the Village of Vernon Hills a faithful Performance and Payment Bond in the full amount of the Contract, conditioned upon the faithful performance of all covenants, conditions, and stipulations under the Contract. The bond shall be secured by a surety company acceptable to the Village and having a minimum Best's rating of A as found in the current edition of Best's Key rating Guide.

8. EXECUTION OF CONTRACT

The contract shall be executed by the successful bidder and returned within ten calendar days after the contract has been mailed to the bidder. The contract with the Village shall be on the form furnished with these documents for the performance of work awarded to him. And simultaneously he shall provide the appropriate bond and insurance required hereunder.

9. COMMENCE AND COMPLETION DATE

All work on this project is to commence on July 15, 2019 and complete by July 26, 2019.

10. FAILURE TO COMPLETE WORK ON TIME

Should the contractor fail to complete the work within the time stipulated in the Contract, the Contractor shall be liable to the Village of Vernon Hills in an amount of \$375 deduction, not as a penalty but as liquidated damages, for each calendar day of overrun in the Contract time.

11. EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Contractor's noncompliance with the provisions of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Illinois Department of Human Rights Rules and Regulations, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

12. PREVAILING WAGES

All laborers, mechanics and other workers employed in performance of the contract will be paid not less than the prevailing rate of the hourly wages for work of a similar character on public works in the County of Lake as set forth in the Village Prevailing Wage Ordinance, No. 2018-116, as enacted June 19, 2018 and amended by HB-1855 (PA 095-0635) of the Prevailing Wage Act to require public works contractors, before work commences, to file certification with public bodies that they have substance abuse and drug testing programs. The Act applies to contracts to perform work on a public works project for which bids are opened on or after January 1, 2008. A copy of which is attached hereto and made a part hereof. The contractor and each subcontractor shall submit in person, by mail, or electronically a certified payroll to the Village of Vernon Hills. The certified payroll shall consist of a complete copy of the records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification of classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day. The certified payroll shall be submitted on a monthly basis and shall be accompanied by a statement signed by the contractor or subcontractor which avers that: (i) such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by this Act; and (iii) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

13. NON-WAIVER OF RIGHTS

No delay or failure by either party to enforce any of the provisions of the contract or to exercise any right therein granted shall be deemed a waiver thereof or limitation in any respect on the right of either party then and thereafter to enforce all provisions of this contract and to exercise any such right.

GENERAL REQUIREMENTS

1. DEFINITIONS

The following definitions where applicable shall replace those contained in Section I of the Standard Specifications.

"Bidder" shall mean an individual, firm, co-partnership or corporation, or combination thereof, submitting a proposal for the work contemplated and acting directly or through a duly authorized representative.

"Contract" shall mean the written agreement covering the performance of the work described in the Contract documents including all supplemental agreements thereto.

"Contract Documents" shall mean those documents listed in the Form of Contract, including all additions, deletions, and modifications incorporated therein before the execution of the Contract.

"Contractor" shall mean the individual, firm, co-partnership or corporation, and his, their or its heirs, executors, administrators, successors and assigns, or the lawful agent of any such individual, firm partnership, covenantor or corporation, or his, their or its surety under the contract bond, constituting one of the principles to the contract and undertaking to perform the work herein specified. Where any pronoun is used as referring to the word "Contractor," and it shall mean the Contractor as defined herein.

"Engineer" shall mean the Village Engineer of the Village of Vernon Hills, Illinois, including such assistants who are authorized to represent him.

"Owner" or *"Village"* shall mean the Village of Vernon Hills, a municipal corporation of the State of Illinois, 290 Evergreen Drive, Vernon Hills, Illinois 60061.

"Proposal" shall mean the written offer or copy thereof of a bidder to perform the work described in the Proposal Form, properly signed and accompanied by any required bid security.

"Subcontractor" shall mean any person, firm, or corporation with a direct contract with the Contractor who acts for or in behalf of the contractor in executing any part of the contract, but does not include one who merely furnishes material.

"Work" shall mean equipment, supplies, materials, and services to be furnished under contract, unless some other meaning is indicated by context.

2. INTENT OF CONTRACT DOCUMENTS

The intention of the document is to set forth requirements of performance, and standards of materials and construction. It is also intended to include all labor, materials, equipment, and transportation necessary for the proper execution of the work, to require new materials and equipment unless otherwise indicated, and to require complete performance of the work in spite of omission of specific reference to any minor

component part. It is not intended, however, that materials or work not covered by or properly inferable from any heading, branch, or class, or trade of the specifications shall be supplied unless distinctly noted. Materials or work described in words, shall be held to refer to such recognized standards.

3. CONTRACTOR'S RESPONSIBILITY

All work and materials furnished under this Contract shall be guaranteed against defects, failure, improper performance, and non-compliance with the terms of the Contract for a period of one year after completion and acceptance by the Village of Vernon Hills of the work under Contract. During the guarantee period, the Contractor shall repair and replace, when so ordered by the Village, all work that develops defects, whether these defects may be inherent in the functioning of the piece of operating equipment, materials furnished, or workmanship performed. All equipment and material which is repaired or replaced shall have the guarantee period extended one (1) year from the date of the last repair or replacement.

The Contractor assumes full responsibility for the safekeeping of all materials and equipment and for all unfinished work until final acceptance by the Owner, and if any of it is damaged or destroyed from any cause, he shall replace it at his own expense.

The Contractor shall indemnify and save harmless the Village, Village Engineer and Private Property Owner if work is on private property and not on Village property against any liens filed for nonpayment of his bills in connection with the Contract work. The Contractor shall furnish the Owner and the Village satisfactory evidence that all persons who have done work or furnished materials, equipment, or service of any type under this Contract have been fully paid prior to the acceptance of the work by the Owner, and the Village including lien waivers from the contractor and any sub contractors. Prior to final payment to the contractor, lien waivers will be provided.

The Contractor shall erect and maintain such barriers and lights and/or watchman as will protect and warn pedestrians and vehicles and prevent access of an authorized person to the site as to prevent accidents as a consequence of his work.

The Contractor shall indemnify and hold harmless the Village and Private Property Owners from any and all liability, loss, cost, damages and claims, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon alleging bodily injury, including death, or property damage arising out of, or resulting from the Contractor's operations under this Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The Contractor shall obtain insurance for this purpose which shall insure the interests of the Village Engineer, and

Private Property Owners as the same may appear, and shall file with the Village and Engineer certificates of such insurance.

The Contractor shall protect the Village and Private Property Owners property and adjacent property from injury or loss resulting from his operations. Objects sustaining such damage shall be replaced to the satisfaction of the Owner and Engineer; the cost of such repairs shall be borne by the Contractor.

4. CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES

The Contractor shall contact all utility companies (J.U.L.I.E) for exact locations of all underground utilities. The Village bears no responsibility for damage done to existing utilities during construction. Protection of utilities, and repairs are to be made to the satisfaction of the utility owner.

5. JOB SITE SAFETY

Caution shall be exercised by the Contractor at all times for the protection of persons and property. Any and all safety regulations and other provisions of applicable Federal, State, and local laws and building and construction codes shall be observed.

The Plans do not include standards or guidelines for construction safety. The Contractor shall be responsible for the adequacy and safety of all construction methods and the safe prosecution of the work, including but not limited to forms, false work, scaffolding, trench protection, protective barriers, protective rails, and warning lights. It is expressly stipulated that any examination and/or approval by the Engineer of the Contractor's plans for such items as well as for any other items needed for the prosecution of the work will cover only general conformance with the design concept of the project and general compliance with the information given in the Contract Documents and such examination and/or approval by the Engineer shall not relieve the Contractor from full and complete responsibility for safe prosecution of the work at all times and for obtaining satisfactory results.

Nothing in the foregoing paragraphs shall be construed as relieving the Contractor from full responsibility for the safe prosecution of the work at all times. In the even the Engineer or his representatives are held by a court or administrative body to be liable for personal injuries or damages to property arising from deficiencies in job-sit safety, the Contractor shall promptly indemnify and hold then harmless therefrom, and assume all their legal fees, judgements, damages, and all other costs arising out of such findings.

6. PROSECUTIONS OF THE WORK

The Contractor shall notify the Public Works Department, Engineering Division at least seventy-two (72) hours before beginning work, telephone number (847) 367-3726.

7. WORKING DAYS

Except for such work as may be required to properly maintain lights and barricades, no work will be permitted on Sundays or legal holidays without specific permission of the Village. No work will be permitted between the hours of 7:00 p.m. and 7:00 a.m. Per Village ordinance, working hours for Saturdays is 8:30 a.m. to 5:00 p.m.

SUPPLEMENTAL CONDITIONS

The Contractor's attention is directed to the following:

1. PERMITS

The Contractor shall at his own expense obtain all other licenses, etc. as may be required for the execution of this work, give all necessary notices, pay all fees required, and comply with all laws, ordinances, rules, and regulations relating to the work and to the preservation of public health and safety. No building permit is required.

2. INSPECTION

All inspection work will be performed by the Village of Vernon Hills Engineering Division. Inspections shall be scheduled through the Public Works Administrative Assistant at (847) 367-3726, and a minimum of twenty-four (24) hours notification is required.

3. PROJECT SUPERVISION AND STAKEOUT

The Contractor shall designate an employee as Project Supervisor. The Project Supervisor shall be required to assume the responsibility for general supervision of the Contractor's and subcontractor's operations. The Project Supervisor and the Engineer employed by the Village shall work together to properly control and complete the work as provided in the plans and specifications for the proposed improvement. The Engineer shall be provided forty-eight (48) hour notice of all work items requiring layout or observation.

4. MAINTENANCE OF TRAFFIC CONTROL AND DRIVEWAY ACCESS

The Contractor shall provide and maintain flagmen, warning lights, signs, barricades, and detour signs necessary to direct and protect vehicular and pedestrian traffic during the course of the work. All temporary facilities and temporary traffic control shall be performed in accordance with the applicable parts of Article 107.14 of the Standard Specifications and the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways.

It shall be the Contractor's responsibility to notify residents a minimum of twenty-four (24) hours prior to working on their properties. All traffic protection shall be included in this Contract and shall not be paid for separately.

5. DISPOSAL OF SURPLUS EXCAVATED MATERIAL

Surplus excavated material not needed for backfill shall be promptly removed from the site to locations provided by the Contractor subject to the approval of the Engineer. The

cost of removal, sweeping and disposal of surplus excavated materials will be included in the unit prices bid and no additional payment will be allowed.

6. OVERNIGHT PROTECTION OF TRENCHES

All trenches or holes shall be backfilled, covered with steel plates, or surrounded with snow fence and marked with barricades and operating warning lights, at the close of work each day. Trenches or holes on private property shall be backfilled.

7. NOTIFICATION OF THE COMMENCEMENT OF THE WORK

The Contractor shall notify the Village Engineering Division seventy-two (72) hours before work.

8. PRE-CONSTRUCTION CONFERENCE

A pre-construction conference will be held at 11:00 a.m., Tuesday July 2, 2019 at the Vernon Hills Public Works Department, 490 Greenleaf Drive. At this time, the contractor will be given the itemized list of repair locations to be completed in this contract. The Contractor shall provide a list of the intended source of materials and the intended list of subcontractors to be used with respect to the subject project.

9. MEASUREMENT AND PAYMENT

Partial payment will be made upon certification by the Engineer to the Village that said payment is due for work properly completed in accordance with the terms of the contract. It will be then Contractor's responsibility to furnish Waivers of Lien and Contractor's Affidavits with partial payment estimates. The following will be required:

- A. Contractor's "Waiver of Lien to Date" to be furnished with each payment estimate.
- B. Contractor's "Affidavit" for subcontractors and/or suppliers to be filed with second request, covering previous payment estimate. Then with all subsequent payment estimates.

Application for payment shall be for ninety percent of the work incorporated into the project with the remaining ten percent to be withheld until final completion of any punchlist work and turf has been established in all restoration areas.

10. TAXES

The Illinois Occupational Retail Sales Tax does not apply to this project, as the Village of Vernon Hills is a tax exempt organization. The expense of such a tax shall not be included in any bids submitted.

11. DEBRIS REMOVAL

Materials resulting from street removal and replacement shall be removed at the end of each day to an approved site and shall be included with this contract. In the judgment of the Village should it be necessary to remove such materials, the Village will have the material removed and the Contractor shall be billed (charged) accordingly.

12. WATER SUPPLY

The indiscriminate use of fire hydrants is strictly prohibited. The Contractor may obtain water in bulk at a rate set by the Lake County Public Works Department (847) 377-7500 at the time of construction.

13. CHANGES AND DELAYS

Changes. Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of Work, and equitable adjustment in the Contract Price or Contract Time shall be made. No claims for equitable adjustments in the Contract Price or Contract Time shall be made or allowed unless embodied in a Change Order. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two business days following receipt of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

Delays.

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause.

B. No Compensation for Delays. No payment, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection A above, shall be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by the Owner or any other party and whether avoidable or unavoidable.

14. CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

Dispute Resolution Procedure.

A. Notice of Disputes and Objections. If Contractor disputes or Objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor

claims it will be entitled as a result thereof; provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as required directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor shall be held to resolve the dispute. Within three business days after the end of the conference, Owner shall render its final decision, in writing, to the Contractor. If the Contractor objects the final decision of the owner, then it shall, within three business days, give the Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies the Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

Contractor's Remedies. If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to the *Dispute Resolution Procedure* subsections of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

Owner's Remedies. If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five business days after the Contractor's receipt of written notice of such Event of Default, then the Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site

- such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.
 3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
 4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
 5. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.

SPECIAL PROVISIONS

The following Special Provisions supplement the Illinois Department of Transportation (IDOT) Standard Specifications for Road and Bridge Construction, adopted April 1, 2016, and the Supplemental Specifications and Recurring Special Provisions, current edition, Illinois Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) latest edition in effect on the date of invitation for bids.

CONTRACT PERIOD:

The term of the contract may be extended for additional one (1) year periods, up to three (3) years, if approved and accepted in writing by both the contractor and the Village of Vernon Hills. In the event this contract is extended, the unit prices shall be adjusted each year to the Bureau of Labor Statistics Consumers Price Index for all Urban Consumers for the previous calendar year.

COORDINATION OF CONTRACTORS:

The Village of Vernon Hills has the responsibility to hire contractors who are knowledgeable of the applicable requirements of the ILR40 and ILR10 permits. To provide education for all contractors responsible for municipal green infrastructures and ensure they are aware of good housekeeping/pollution prevention practices. The current ILR10 may be found on the Village website, Engineering Department, NPDES Report. The current ILR40 may be found on the Village website, Engineering Department, Vernon Hills SMPP.

DESCRIPTION OF WORK:

The work included in this contract shall consist of Bituminous Pavement Patching and all other incidental work necessary to complete this improvement according to the Standard Specifications and Special Provisions Section 442 for this improvement.

TRAFFIC CONTROL AND PROTECTION:

Construction operations shall be conducted in a manner such that streets will be open to emergency traffic and accessible as required to local traffic in accordance with the applicable portions of Article 107.14 of the Standard Specifications. Temporary traffic control devices shall be furnished and maintained as required and shall conform to the applicable portions of Section 701 of the Standard Specifications; Standard 701501, 701606, 701701, 701801 and 702001.

The work shall be accomplished such that no holes will be left open, and that the streets will be open to local traffic at the end of each working day. It will also be necessary to provide advance notice to residents, police, fire, school districts and trash haulers when access to any street will be temporarily closed or limited.

During construction, the contractor shall provide lighted barricades, flagmen and other temporary protection where necessary for public safety at all times. The contractor shall designate one employee as responsible for traffic protection and provide a telephone number to the Municipality and the Engineer where this employee can be reached during non-working hours. Should traffic protection be determined to be inadequate by the Village, this employee will be contacted. Upon failure to respond satisfactorily, the Village shall take any actions it deems to be necessary to protect the public, and the cost of this work will be deducted from payment to the Contractor.

The Contractor is expected to comply with the Standard Specifications, contract plans, and these Special Provisions concerning TRAFFIC CONTROL AND PROTECTION. All traffic control devices shall be kept clean and neat appearing, and shall be replaced immediately if they become ineffective due to damage or defacement. The traffic control and protection work called for in this paragraph shall be included with this contract and no additional compensation shall be paid for this service.

BITUMINOUS SURFACE REMOVAL AND REPLACEMENT 2 INCH:

This work shall be performed in accordance with the applicable portions of Sections 406, 442, 1101, and 1102 of the Standard Specifications.

This item shall consist of removal and replacement of all loose and defective bituminous surface courses as required by the engineer. Removal shall be at a depth of two (2) inches. A Self-Propelled Milling Machine must be used capable of cold milling to a two (2) inch depth and directly loading milling material directly into a truck. It shall be capable of

removing a lift of HMA at least four (4) foot in width. The milling machine shall be capable of accurately and automatically establishing profile grades by reference from either the existing pavement or from an independent grade control. All milling material shall be removed from the patch area, cleaned with an air compressor and mechanically broom swept from the streets. Surrounding surfaces shall be swept clean at the end of each day.

Any method of removal shall first meet the approval of the Engineer.

Patches shall be clean and dry prior to placing prime coat per Section 406 of the IDOT Standard Specifications. The bituminous mixture for replacement shall conform to IDOT HMA Surface Course Mix 'D', N50. Compaction shall be completed with a self-propelled vibratory steel wheel roller. Contractor shall pay attention to Article 442.08 (a) for final patch surface requirements.

This work will be paid for at the contract unit price per square yard (SY) for **BITUMINOUS SURFACE REMOVAL AND REPLACEMENT 2 INCH**, measured in place which price shall include all labor, equipment and materials necessary to complete the above-described work.

PROPOSAL FORM

NOTE TO BIDDERS:

PLEASE USE THIS PROPOSAL FORM INCLUDED IN THE BOUND VOLUME OF THE CONSTRUCTION SPECIFICATION FOR PREPARATION OF YOUR BID. THE ENTIRE BOUND CONSTRUCTION SPECIFICATIONS WITH THE COMPLETED PROPOSAL FORM SHALL BE SUBMITTED WITH THE BID.

**TO: VILLAGE CLERK
VILLAGE OF VERNON HILLS
290 EVERGREEN DRIVE
VERNON HILLS, IL 60061**

PROJECT: 2019 BITUMINOUS PAVEMENT PATCHING PROGRAM

The undersigned Bidder submits herewith a Proposal Guaranty in the amount of \$ Bid Bond 5% in accordance with the terms set forth in the special provisions.

The undersigned Bidder, having examined the site of the work and determined the scope of the Plans, Specifications, and Special Provisions for the above named project, hereby proposes to provide the required labor, services, and equipment to perform the work as described in said documents, including Addenda No.'s NONE, and to do all the work at the following schedule of unit prices:

2019 BITUMINOUS PAVEMENT PATCHING PROGRAM

<u>Item</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>
Bituminous Pavement Patching Removal & Replacement 2 INCH	SY	2100	\$ <u>22.00</u>
		*	
		Total Bid \$	<u>46200.00</u>

The undersigned Bidder proposes to complete the work on or before the date specified in the instruction to bidders. The undersigned Bidder certifies that this Proposal is made in good faith, without collusion or connection with any other person or persons on the Work.

The undersigned Bidder certifies that this Proposal is made in conformity with the Plans, Specifications, and Special Provisions and agrees that, in the event of any discrepancies or differences between any conditions of his proposal and said documents furnished by the Village, and provisions of the latter shall prevail.

The foregoing quantities and totals are approximate, being inserted herein for the purpose of establishing the face amount of the Contract, and the payment of work will only be made on the basis of actual quantities of work completed as provided in the Contract Documents.

DEBORAH MANEVAL
(PRINT NAME)

PRESIDENT
(TITLE)

MANEVAL CONSTRUCTION
(COMPANY)

28090 W. CONC. DR
(ADDRESS)

INGLESIDE IL 60041
(CITY) (STATE) (ZIP)

(224) 688 4129
(TELEPHONE)

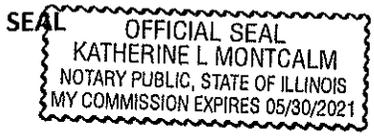
Signature: [Handwritten Signature] Date: 5/7/19

State of IL County of LAKE

Signed or attested before me on this 7 day of MAY 2019, by

KATHY MONTCALM
(NAME OF PERSON)

[Handwritten Signature]
(SIGNATURE OF NOTARY PUBLIC)



Partnerships: Furnish full name of all partners.

CONTRACT

THIS AGREEMENT, made and entered into this 4th day, of JUNE party of the first part, hereinafter referred to as "the Village," and _____ party of the second part, hereinafter referred to as "the Contractor."

WITNESSETH:

THAT WHEREAS the Village has heretofore caused to be prepared certain Plans, Specifications, Special Provisions, and Proposal Form for:

2019 BITUMINOUS PAVEMENT PATCHING PROGRAM

under the terms and conditions therein fully stated and set forth, and WHEREAS said Plans, Specifications, Special Provisions, and Proposal Form accurately and fully describe the terms and conditions upon which the Contractor offers to furnish all labor, materials, and equipment and to perform the work specified.

NOW, THEREFORE, IT IS AGREED:

1. That the Village hereby accepts the Proposal of the Contractor for the work and for the unit price listed therein.

2. That this Contract consists of the following components which are made a part of this agreement and Contract as fully and absolutely as if they were set out in detail in this Contract:
 - A. Plans prepared by the VILLAGE OF VERNON HILLS Public Works Engineering Division, dated March 18, 2019.

 - B. Addenda Numbers _____

 - C. Illinois Department of Transportation's Standards Specifications for Road and Bridge Construction," adopted April 1, 2016, and Supplemental Specifications and Recurring Special Provisions, current edition.

 - D. Notice to Bidders

 - E. Instructions to Bidders.

 - F. General Requirements

- G. Supplemental Conditions
- H. Special Provisions
- I. Contractor's Proposal
- J. This Instrument
- K. Hold Harmless Agreement
- L. Performance and Payment Bond
- M. Performance Reference Form

- 3. That payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made part of the Contract.
- 4. That this Contract is executed in four copies.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals that date first written above.

ATTEST:



 David Brown, Director of Public Works

VILLAGE OF VERNON HILLS

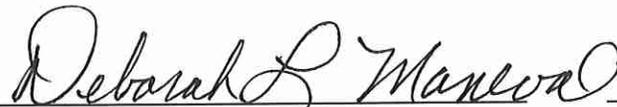


 Mark Fleischhauer, Village Manager

SEAL

ATTEST:

CONTRACTOR

 (SECRETARY) (PRESIDENT)

SEAL

INDEMNIFICATION CLAUSE

MANEVAL CONST shall indemnify and hold harmless the Village, and Private Property Owners, and its agents and employees from and against all claims for personal injury and property damage, including claims against the Village, its agents or servants, and all losses or expenses, including all litigation expenses and attorney's fees that may be incurred by the Village in defending such claims, rising out of or resulting from the exercise of the Contract and caused in whole or in part by a willful or negligent act or omission of MANEVAL, or anyone directly or indirectly employed by MANEVAL, or anyone for whose acts any of them may be liable. The indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for MANEVAL under Workers' Compensation Acts, Disability Acts, or other Employee Benefit Acts.

MANEVAL CONST.
(COMPANY NAME)

Deborah A. Manevad
(PRESIDENT - SIGNED)

Deborah A. Manevad
(SECRETARY - SIGNED)

ATTEST:

SEAL

The entire bound volume of the construction specifications with the completed proposal Form and the Proposal Guaranty shall be included in the envelope.

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT THAT Maneval Construction Company, Inc. Principal, hereinafter called the Contractor, and Hudson Insurance Company as Surety, hereinafter called the Surety, are held and firmly bound into the Village of Vernon Hills, Illinois, as obligee, hereinafter called the Village, in the amount of \$46,200.00 the Contractor and Surety bind themselves, their heir, executors, administrator, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has by written agreement dated June 4, 2019 the Village for:

2019 BITUMINOUS PAVEMENT PATCHING PROGRAM

In accordance with Plans, Specifications, and Special Provisions prepared by the Village of Vernon Hills, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THESE OBLIGATIONS are such that, if the Contractor shall promptly and faithfully perform said Contract, then the obligation of his bond shall be null and void, otherwise it shall remain in full force and effect.

- A. The Surety hereby waives notice of any alternation of extension of time made by the Village.

- B. Whenever the Contractor shall be, and is declared by the Village to be, in default under Contract, the Village having performed in the Village's obligations thereunder, the Surety may promptly remedy the default or shall promptly:
 - 1. Complete the Contract in accordance with its terms and conditions or

 - 2. Obtain a bid or bids for submission to the Village for completing the Contract on accordance with its terms and conditions, and upon determination by the Village and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Village and make available as work progresses (even though there shall be a default or a succession of defaults under the Contract of Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less that balance of the Contract Price. The

terms "balance of Contract Price" as used in this paragraph, shall mean the total amount payable by the Village to the Contractor under the Contract and any amendments thereto, less the amount previously paid by the Village to the Contractor. It is the intention of this undertaking that the total cost and expenditure by the Village shall not exceed the Contract Price.

- C. No right of action shall accrue to or for the use of any person or corporation other than the Village named herein or the heirs, executors, administrators, or successors of the Village.

IT IS A FURTHER CONDITION OF THIS OBLIGATION that the Contractor and Surety shall pay to all persons, firms, or corporations having contracts directly with the Contractor or with Subcontractors all just claims due to them for labor performed or materials furnished in the performance of the Contract on account of which this bond is given.

SIGNED AND SEALED THIS 4th DAY OF June, 2019.

IN THE PRESENCE OF:

Witness

Witness
Spencer Sheldon

Maneval Construction Company, Inc.

(PRINCIPAL)

Deborah L. Maneval
(TITLE)

Hudson Insurance Company

(SURETY)

TLS
(TITLE)

Todd Schaap, Attorney-in-Fact



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Thomas Chambers, Todd Schaap of the State of Wisconsin

Todd Kramer of the State of Iowa

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Ten Million Dollars (\$10,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 11th day of December, 2017 at New York, New York.



(Corporate seal)

Attest... Dina Daskalakis

Dina Daskalakis
Corporate Secretary

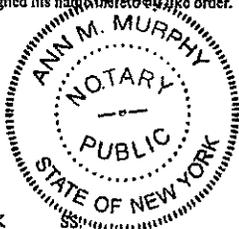
HUDSON INSURANCE COMPANY

By Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 13th day of December, 2017 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name to the order.

(Notarial Seal)



ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2021

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 4th day of June, 2019.



(Corporate seal)

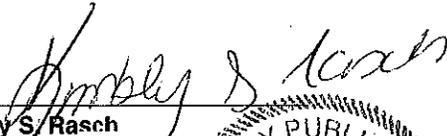
By Dina Daskalakis
Dina Daskalakis, Corporate Secretary

STATE OF WISCONSIN)

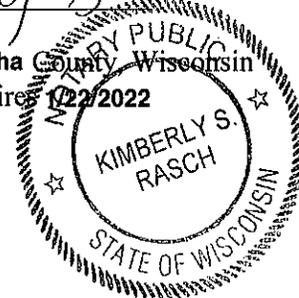
COUNTY OF **Kenosha**)

ON THIS 4th day of June, 2019,

before me, a notary public, within and for said County and State, personally appeared ____
Todd Schaap to me personally known, who being duly sworn,
upon oath did say that he is the Attorney-in-Fact of and for the _____
Hudson Insurance Company, a corporation
of Delaware, created, organized and existing under and
by virtue of the laws of the State of Delaware; that the corporate seal
affixed to the foregoing within instrument is the seal of the said Company; that the seal
was affixed and the said instrument was executed by authority of its Board of Directors;
and the said Todd Schaap did acknowledge that he/she
executed the said instrument as the free act and deed of said Company.



Kimberly S. Rasch
Notary Public, Kenosha County, Wisconsin
My Commission Expires 12/22/2022



INSURANCE REQUIREMENTS

CONTRACTOR AGREES TO MAINTAIN THE FOLLOWING:

Property Insurance:

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- Comprehensive General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum General Aggregate shall be no less than \$5,000,000 per person per aggregate.
- Villages and Contractors Protective Liability: \$2,000,000 combined single limit per occurrence.
- Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$500,000 per accident.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by The Village. At the option of The Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects The Village, its officials, employees and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

Commercial General Liability, The Villages and Contractors Protective Liability and Automobile Liability Coverage

- a. The Village, its officials, employees and volunteers are to be covered as Additional Insureds as respects: liability arising out of activities performed by or on behalf of Contractor and for materials, and equipment procured, owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limits on the scope of the protection afforded to The Village, its officials, employees or volunteers.
- b. Contractor's insurance coverage shall be primary insurance as respects the Village, its officials, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, employees or volunteers.
- d. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits or the insurer's liability.

Worker's Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights or subrogation against the Village, its officials, employees or volunteers for losses arising from work performed by Contractor for The Village.

All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, voided; canceled, reduced in coverage or in limits except after thirty (30) day's prior written notice by certified mail, return receipt requested, has been given to The Village.

Acceptability of Insurers

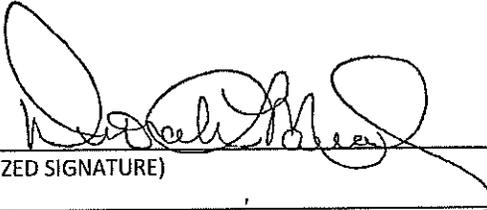
The insurance carrier used by Contractor shall have a minimum insurance rating of AAA according to the AM Best insurance Rating Schedule and licensed to do business in the State of Illinois.

Certificates of Insurance

Contractor shall furnish The Village with certificates of insurance and copies of all policies of insurance naming The Village, its officials, agents, employees 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 may be on forms provided by the municipality and are to be received and approved by the municipality before any work commences. The Village reserves the right to request full certified copies of the insurance policies.

CERTIFICATION OF SUBSTANCE ABUSE PREVENTION PROGRAM

This certifies that MANEVAL (company name) has a written Substance Abuse Prevention Program, in compliance with the Prevailing Wage Act.



(AUTHORIZED SIGNATURE)

president

(TITLE)

MANEVAL CONST

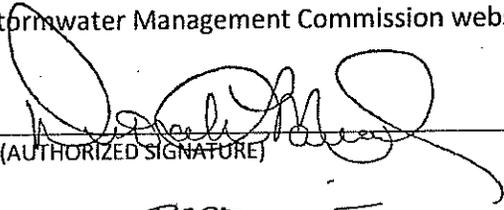
(COMPANY)

5/7/19

(DATE)

CERTIFICATION OF COORDINATION OF CONTRACTORS

This certifies that MANEVAL (company name) is knowledgeable of the applicable requirements of the ILR40 and ILR10 permits. Also, has reviewed and understands all Stormwater Best Practices as listed on the Lake County Stormwater Management Commission website.



(AUTHORIZED SIGNATURE)

president

(TITLE)

MANEVAL CONST

(COMPANY)

5/7/19

(DATE)

CONTRACTOR CERTIFICATION

Contractor hereby certifies that Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of Contractor, its officers and directors are:

- (A) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 651LCS 5/1 1-42,1-1;
 - (B) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5133E-3 and 5133E-4);
-

- (C) not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
- (D) in compliance with the Veterans Preference Act (330 ILCS 55/0.01 et.seq.);
- (E) in compliance with the Equal Employment Opportunity Act and all other state and federal laws and regulations prohibiting unlawful discrimination and that during, the performance of the Agreement, Contractor shall:

1. not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or woman are underutilized and will take appropriate affirmative action to rectify any such underutilization;
2. it hires additional employees in order to perform this Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized;
3. in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service;
4. send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of Contractor's obligations under the

Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with Contractor in its efforts to comply with such Act and Rules and Regulations, Contractor will promptly notify the Illinois Department of Human Rights and Contractor will recruit employees from other sources when necessary to fulfill its obligations thereunder;

5. submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human rights Act and the Department's Rules and Regulations;

6. permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations; and
7. not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise;
8. in compliance with 775 ILCS 5/2-1.05(A)(4) by having in place and enforcing a written sexual harassment policy;
9. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, Contractor may be declared ineligible for future contracts with The Village, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation;
10. in compliance with 30 ILCS 580/1 et seq. (Drug Free Workplace Act) by providing a drug-free workplace by publishing a statement:

- (a) notifying employees that the unlawful manufacture, or distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in Contractor's workplace.
- (b) specifying the actions that will be taken against employees for violations of such prohibition.
- (c) notifying the employee that, as a condition of employment on such Agreement, the employee will:

-
- i. abide by the terms of the statement; and
 - ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction
 - iii. establish a drug-free awareness program to inform employees about:
 - (i) the dangers of drug abuse in the workplace;
 - (ii) Contractor's policy of maintaining a drug-free workplace;
 - (iii) any available drug counseling, rehabilitation, and employee assistance program; and
 - (vii.) the penalties that may be imposed upon employees for drug violations;
 - (iv.) make it a requirement to give a copy of the statement to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace;
 - (d.) notifying the Village within ten (10) days after receiving notice from any employee or otherwise receiving actual notice of any conviction;
 - (e) imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
 - (f) assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicated that a trained referral team is in place; and
 - (g) making a good faith effort to continue to maintain a drug-free workplace through implementation of this section; and

11. not in violation of Village Ordinances by Contractor having given to any officer, employee, spouse of or immediate family member living with any officer or employee of The Village any gift except as otherwise permitted therein.
12. Is currently and will remain in compliance Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 through 570/7):

(A) Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two (2) consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five (5%) percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, Contractor and all Trade Contractors shall employ only Illinois laborers. "Illinois Laborers" means any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

(B) Other laborers may be used when Illinois laborers as defined herein are not available, or are incapable of performing the particular type of work involved, if so certified by Contractor and approved by the Architect. Contractor may place no more than three (3) of its regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this Agreement during periods of excessive unemployment.

(C) This provision applies to all labor, whether skilled, semi-skilled, whether manual or non-manual.

IN WITNESS WHEREOF Contractor has hereunto set his/their hands and seals this

7 day of MAY, 2019.

CONTRACTOR

MANEVAL CONST.

By: [Signature]

Name: DEBORAH MANEVAL

Title: PRES

 **AIA**® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Maneval Construction Company, Inc.

28090 West Concrete Drive
Ingleside, IL 60041

OWNER:

(Name, legal status and address)

Village of Vernon Hills
290 Evergreen Drive
Vernon Hills, IL 60061

BOND AMOUNT: *FIVE PERCENT OF AMOUNT BID*****

SURETY:

(Name, legal status and principal place of business)

Hudson Insurance Company
100 William Street, 5th Floor
New York, NY 10038

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

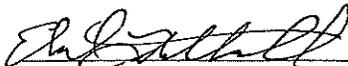
2019 Patching Program

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **7th** day of **May**, **2019**
Maneval Construction Company, Inc.


(Witness)

(Principal)

(Title)

Hudson Insurance Company

(Surety)


(Witness)

(Title)

Thomas Chambers, Attorney-In-Fact

init.

STATE OF WISCONSIN)

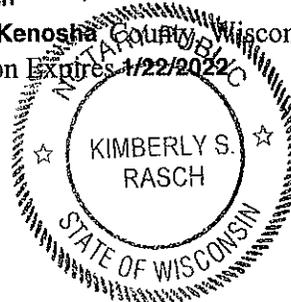
COUNTY OF **Kenosha**)

ON THIS 7th day of May, 2019,

before me, a notary public, within and for said County and State, personally appeared Thomas Chambers to me personally known, who being duly sworn, upon oath did say that he is the Attorney-in-Fact of and for the Hudson Insurance Company, a corporation of Delaware, created, organized and existing under and by virtue of the laws of the State of Delaware; that the corporate seal affixed to the foregoing within instrument is the seal of the said Company; that the seal was affixed and the said instrument was executed by authority of its Board of Directors; and the said Thomas Chambers did acknowledge that he/she executed the said instrument as the free act and deed of said Company.

Kimberly S. Rasch

Kimberly S. Rasch
Notary Public, **Kenosha** County, Wisconsin
My Commission Expires 1/22/2022





HUDSON INSURANCE GROUP

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Thomas Chambers, Todd Schaap of the State of Wisconsin
Todd Kramer of the State of Iowa

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Ten Million Dollars (\$10,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 13th day of December, 2017 at New York, New York.



(Corporate seal)

Attest: Dina Daskalakis
Dina Daskalakis
Corporate Secretary

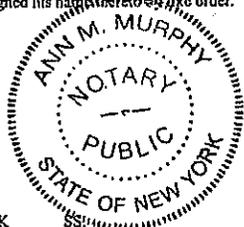
HUDSON INSURANCE COMPANY

By: Michael P. Clifton
Michael P. Clifton
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 13th day of December, 2017 before me personally came Michael P. Clifton to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name to the same in his order.

(Notarial Seal)



ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2021

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned Dina Daskalakis hereby certifies:
That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 7th day of May, 2019.



(Corporate seal)

By: Dina Daskalakis
Dina Daskalakis, Corporate Secretary