

**VILLAGE OF VERNON HILLS  
ORDINANCE 2023-028**

**AN ORDINANCE AWARDING THE 2023 PARKING LOT PAVEMENT  
REHABILITATION PROGRAM CONTRACT TO MANEVAL CONSTRUCTION  
FOR AN AMOUNT NOT TO EXCEED \$310,000**

**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**, \$310,000 is delineated within the proposed FY2024 budget account (0209059-550050) to repave three Village parking lots (Arboretheater, VHAC, Public Works); and

**WHEREAS**, the Village received eleven (11) competitive bids for said work which were publically opened on March 8, 2023; and

**WHEREAS**, Maneval Construction of Ingleside, Illinois was determined to be the lowest qualified bidder in the amount of \$289,853; and

**WHEREAS**, Maneval Construction has performed similar work for the Village in the past, and staff recommends awarding the contract to Maneval.

**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 documents to award the 2023 Parking Lot Pavement Rehabilitation Program contract to Maneval Construction for an amount not to exceed \$310,000.

**SECTION 2: AUTHORIZATION & RELEASE OF PAYMENT:** The Finance Director is hereby authorized to make payments to Maneval Construction for an amount not to exceed \$310,000 within the 2024 Fiscal year.

**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 2023-028.

Dated the 21<sup>st</sup> of March, 2023

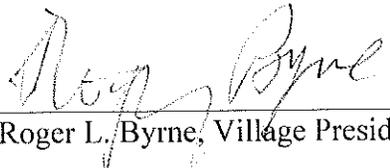
Adopted by roll call votes as follows:

AYES: 7 – Marquardt, Schenk, Takaoka, Oppenheim, Forster, President Byrne, Koch

NAYS: 0 – None

ABSENT AND NOT VOTING: 0 - None

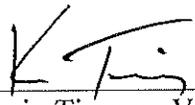
Motion carried.

  
\_\_\_\_\_  
Roger L. Byrne, Village President

PASSED: 03/21/2023

APPROVED: 03/21/2023

ATTEST: 03/21/2023

  
\_\_\_\_\_  
Kevin Timony, Village Clerk



VILLAGE OF VERNON HILLS

ORDINANCE NO. 2023-028

AN ORDINANCE AWARDED THE 2023 PARKING LOT PAVEMENT  
REHABILITATION PROGRAM CONTRACT TO MANEVAL CONSTRUCTION FOR AN  
AMOUNT NOT TO EXCEED \$310,000

THE 21<sup>st</sup> DAY OF MARCH 2023

Published in pamphlet form by the Authority of the  
President and Board of Trustees of the Village of  
Vernon Hills, Lake County, Illinois, this  
21<sup>st</sup> day of March, 2023

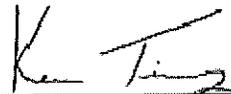
STATE OF ILLINOIS )  
 )  
COUNTY OF LAKE )

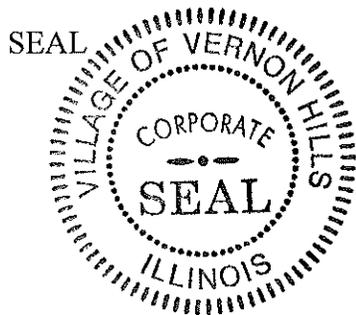
CERTIFICATE

I, KEVIN TIMONY, 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 MARCH 21, 2023, THE CORPORATE AUTHORITIES OF SUCH MUNICIPALITY PASSED AND APPROVED ORDINANCE NO. 2023-028 AN ORDINANCE AWARDED THE 2023 PARKING LOT PAVEMENT REHABILITATION PROGRAM CONTRACT TO MANEVAL CONSTRUCTION FOR AN AMOUNT NOT TO EXCEED \$310,000.

THE PAMPHLET FOR ORDINANCE NO. 2023-028 INCLUDING THE ORDINANCE AND A COVER SHEET THEREOF, WAS PREPARED, AND A COPY DATED MARCH 21, 2023 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 21<sup>ST</sup> DAY OF MARCH 2023.

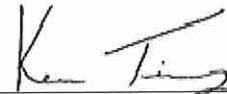
  
\_\_\_\_\_  
Kevin Timony, Village Clerk



AFFIDAVIT OF SERVICE

STATE OF ILLINOIS        )  
                                          )  
COUNTY OF LAKE         )

I, KEVIN TIMONY, 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. 2023-028 AN ORDINANCE AWARDING THE 2023 PARKING LOT PAVEMENT REHABILITATION PROGRAM CONTRACT TO MANEVAL CONSTRUCTION FOR AN AMOUNT NOT TO EXCEED \$310,000 TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM MARCH 21, 2023 TO APRIL 4, 2023.

  
\_\_\_\_\_  
Kevin Timony, Village Clerk

SUBSCRIBED AND SWORN TO BEFORE  
THIS 21<sup>st</sup> DAY OF MARCH 2023

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



**CONTRACT BETWEEN  
VILLAGE OF VERNON HILLS  
AND  
MANEVAL CONSTRUCTION**

In consideration of the mutual promises set forth below, the Village of Vernon Hills, 290 Evergreen Drive, Vernon Hills, IL 60061-1039, a public corporation (“Owner”), and Maneval Construction Co., Inc. (“Contractor”), make this Contract as of the 22nd day of March, 2023, and hereby agree as follows:

**ARTICLE I  
THE WORK**

1.1 **Performance of the Work.** Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following work described on Attachment A and in this Section 1.1, all of which is herein referred to as the “Work”. To the extent the terms of this Contract and the document attached as Attachment A conflict, the terms of this Contract shall control.

A. **Labor, Equipment, Materials and Supplies.** Contractor shall provide, perform and complete in the manner described and specified in this Contract, all necessary work, labor, services, transportation equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the project in accordance with the documents attached hereto as Attachment A and made a part hereof.

B. **Insurance.** Contractor shall procure and furnish all certificates and policies of insurance specified in this Contract under attached **Exhibit A.**

C. **Taxes.** Contractor shall pay all applicable federal, state, and local taxes.

D. **Quality.** Contractor shall provide, perform and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and in a manner and in accordance with all applicable federal, state, and county laws and regulations and the Village codes, ordinances, regulations, and directives, including but not limited to all local zoning ordinances and regulations, and other applicable codes, and with the greatest economy, efficiency, and expedition consistent herewith, with only new, undamaged and first quality equipment, materials and supplies.

E. **Bonds.** The Contractor shall furnish to the Owner at the time of execution of the contract, a bond in the full amount of the contract sum, securing the full and faithful performance of this contract and the payment for all labor and material furnished by the

Contractor or anyone furnishing such under the Contractor's contract or a subcontract of any tier. Said bond shall be in conformance as set forth below and any additional specifications imposed by other contract documents, including, but not limited to, the prevailing wage requirements set forth in the contract documents. Said bond shall be written by a surety that is acceptable to the Owner, in the Owner's discretion. Such bonds shall be obtained from a company with a minimum A.M. Best Rating of A- and to which the Owner has no reasonable objection.

The Contractor shall provide Performance and Labor and Material Payment Bond as follows:

1. Provide a 100 percent Performance Bond in conformance with AIA Document 312 as modified by Owner and Contractor.
2. Deliver bond within 10 days after execution of the Contract.
3. The bond must be from a reputable company acceptable to the Owner set forth above and authorized to do surety business in Illinois.

1.2 **Commencement and Completion Dates.** This contract shall commence on the first day of the month after the contract signature date and extend until completion of the work, which period shall not exceed 90 days. ("Contract Time")

1.3 **Technical Ability to Perform.** Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.4 **Financial Ability to Perform.** Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.5 **Time.** Contractor represents and warrants that it is ready, willing, able and prepared to begin the work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

1.6 **Safety at the Work Site.** Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way.

1.7 **Cleanliness of the Work Site and Environs.** Contractor shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.8 **Damage to the Work, the Work Site, and Other Property.** Contractor shall have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.9 **Owner's Right to Terminate or Suspend Work for Convenience.**

A. **Termination of Suspension for Convenience.** Owner shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, and cancel any outstanding orders or subcontracts that may be canceled.

B. **Payment for Completed Work.** In the event of any termination pursuant to Subsection 1.9A above, Owner shall pay Contractor (1) such direct costs, excluding overhead, as Contractor shall have paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination. Any such payment shall be offset by any prior payment or payments and shall be subject to owner's rights to withhold and deduct as provided in this Contract. Furthermore any payment by Owner made pursuant to this section, including the amount of any offsets due to a prior payment or payments, shall not exceed the Contract Price set forth in Attachment A unless such a payment is permitted by and granted under the terms and conditions set forth in Article V and Attachment A.

## ARTICLE II CHANGES AND DELAYS

2.1 **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 the Work, an equitable adjustment in the Contract Price or Contract Time may 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 signed by Owner. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two (2) business days following receipt by Contractor 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. No oral modification, amendment, or change shall be allowed to this contract. Any modification, amendment, or change hereto shall be in writing and approved by the corporate authorities of the Owner.

## ARTICLE III CONTRACTOR’S RESPONSIBILITY FOR DEFECTIVE WORK

### 3.1 **Inspection: Correction of Defects.**

A. **Inspection.** All parts of the Work shall be subject to inspection by Owner or its designated representatives.

B. **Correction.** Contractor shall, promptly and without charge, repair, correct, or replace all or any portion of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 **Owner’s Right to Correct.** If, within ten (10) business days after Owner gives Contractor written notice of any unsuitability or nonconformity, Contractor fails to make, or undertake with due diligence to make, the necessary corrections, then Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys fees and administrative expenses.

## ARTICLE IV FINANCIAL ASSURANCES

4.1 **Insurance.** Contemporaneous with Contractor’s execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in the attached **Exhibit A.**

## ARTICLE V PAYMENT

5.1 **Contract Price.** Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor shall accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment A (the “Contract Price”), subject to any additions, deductions, or withholdings provided for in the Contract.

5.2 **Taxes and Benefits.** Owner is exempt from and shall not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or exercise taxes.

5.3 **Progress Payments.**

A. **Pay Requests.** Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request.

5.4 **Deductions.**

A. **Owner’s Right to Withhold.** Notwithstanding any other provision of this Contract and without prejudice to any of Owner’s other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any progress payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or exercise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorney's fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner’s remedies set forth in Section 6.3 of this Contract.

B. **Use of Withheld Funds.** Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.4A above until Contractor shall have either performed the obligations in question or furnished security or such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys’ fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

**ARTICLE VI**  
**DISPUTES AND REMEDIES**

**6.1 Dispute Resolution Procedure**

A. **Notice of Disputes and Objections.** If Contractor disputes or objects to any requirement, direction, instruction, 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, directions, 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 (3) business days after the end of the conference, Owner shall render its final decision, in writing, to Contractor. If Contractor objects the final decision of Owner, then it shall, within three (3) business days, give Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies 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.

**6.2 Contractor's Remedies.** If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten (10) 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.

**6.3 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 (5) business days after Contractor's receipt of written notice Event of Default, then 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 any such Work; to accelerate all or any part of the Work; and to take any and 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.

6.4 **Terminations and Suspensions Deemed for Convenience.** Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension, for the convenience of Owner under Section 1.9 of the Contract.

## ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 **Binding Effect.** This Contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 **Relationship of the Parties.** Contractor is retained by the Owner only for the purposes and to the extent set forth in this contract, and its relation to the Village shall, during the term of this contract, be that of an independent contractor while providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed

to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor. Contractor shall not be considered as having an employee status, nor shall the Owner withhold any sums for the payment of income taxes, or FICA taxes, nor shall Contractor be entitled to participate in any plans, arrangements, or distributions by the Owner pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular employees of the Owner.

7.3 **No Collusion.** Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

7.4 **Assignment.** Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner.

7.5 **Notices.** All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any United States Post Office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested or one (1) business day after being delivered to a recognized overnight delivery service for guaranteed next business day delivery.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

Village of Vernon Hills  
490 Greenleaf Drive  
Vernon Hills, IL 60061-1039  
Attention: Christopher Venatta  
Director of Public Works/ Village Engineer

Copy to: Klein, Thorpe and Jenkins, Ltd.  
20 N. Wacker Drive, Suite 1660  
Chicago, IL 60606  
Attention: James V. Ferolo

Notices and communications to Contractor shall be addressed to, and delivered at, the following address:

Maneval Construction  
28090 W. Concrete Drive  
Ingleside, IL 60041

7.6 **Indemnification.** As a material inducement for the Owner to enter into this contract, Contractor agrees to defend, indemnify and hold harmless the Owner and its elected officials, officers, agents, attorneys and employees from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with Contractor's operation of the Project or performance of the terms of this contract, except to the extent that those claims, actions, suits, damages, costs, expenses and liabilities arise from the sole negligence of Owner, its representatives, officers, trustees, agents and employees. In the event of any claims, actions, suits, damages, costs, expenses and liabilities, the Owner shall have the right to counsel of its choice and the right to direct its own defense.

The scope of Contractor's indemnification shall include, but is not limited to:

- (1) Any negligent, tortious or wrongful act or omission of Contractor, its officers, agents, employees, contractors or subcontractors, resulting in personal injury, bodily injury, sickness or death to any person, loss or damage of any kind to the property of any person, including Contractor, its officers, agents employees, licensees and invitees, or damage to or loss of other intangible property rights or personal rights, including but not limited to libel, slander and invasion of privacy; and
- (2) loss or damage of any kind resulting from Contractor's failure to comply with any provision of this contract, or of any federal, state or local law or regulation applicable to Contractor.

7.7 **Governing Laws.** This contract provides for services to be performed and goods to be delivered within the State of Illinois. Accordingly, this contract, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this contract and its enforcement, venue shall be in the Circuit Court of Lake County, Illinois and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.

7.8 **Compliance with Laws and Grants.** Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations.

In accordance with the Illinois Prevailing Wage Act III. Rev. Stat. 820 ILCS 130/1 et seq., the Contractor (and all subcontractors hired by Contractor) shall not pay less to all

laborers, workman, and mechanics performing work under this contract that the prevailing rate of wages for similar work in the locality of the Village of Vernon Hills. Not less than the prevailing rate of wages as found by Owner or the Department of Labor or determined by a Court on review shall be paid to all laborers, workers and mechanics performing work under this Contract. The Contractor and each subcontractor shall keep an accurate record showing the names and occupations of all laborers, workers and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons. The submission by the Contractor and each subcontractor of payrolls, or copies thereof, is not required. However, the Contractor and each subcontractor shall preserve their weekly payroll records for a period of three years from the date of completion of this Contract and delivered to Owner upon written request by Owner. If the Department of Labor revised the prevailing rate of hourly wages to be paid by the public body, the revised rate as provided by the public body shall apply to this Contract. Contractor shall require each subcontractor to comply with the provisions of this Section 7.7.

Each party and its officers, corporate authorities, employees and agents certify that they are not barred from entering into this contract as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq. Each party and its officers, corporate authorities, employees and agents further certify by signing this contract that the party and its officers, corporate authorities, employees and agents have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has any of the parties and their officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee of the parties been so convicted nor made such an admission.

The Contractor shall comply with the Illinois Drug Free Work Place Act (30 ILCS 580/1 et seq.).

No employee or agent of the Owner is interested in the business of Contractor or this contract; (2) as of the date of this contract, neither Contractor nor any person employed or associated with Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this contract; and (3) neither Contractor nor any person employed by or associated with Contractor shall at any time during the

term of this contract obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this contract.

In the performance of its obligations pursuant to this contract and in the operation of its program, the Contractor shall comply with all applicable provisions of federal, state and local law, including those regulations in regard to all applicable equal employment opportunity requirements, the Equal Opportunity Clause of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) and the Rules and Regulations of the Illinois Department of Human Rights and the Americans with Disability Act (42 U.S.C. 12101 et seq.), and all rules and regulations issued pursuant to those Acts. There shall be no discrimination on the basis of disabilities (as defined in the Act) in the operation of the services and programs provided by Contractor hereunder. Any complaint of such discrimination received by Contractor shall be immediately forwarded to the Owner.

The Contractor shall comply with all applicable federal and state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. Contractor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and Contractor further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by Contractor in all its contracts and agreements with contractors and subcontractors for this program.

The Contractor shall comply with the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.) ("FOIA") as follows: the definition of a public record in the FOIA includes a "public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body and that directly relates to the governmental function and is not otherwise exempt under this Act." (5 ILCS 140/7(2)). Consequently, the parties must maintain and make available to the other parties, upon request, their public records relating to the performance of this contract in compliance with the requirements of the Local Records Act (50 ILCS 205/1 et seq.) and FOIA. To facilitate a response by the Village to any FOIA request, Contractor agrees to provide all requested public records within five (5) business days of a request being made by the Village. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions or conflicts arising from Contractor's actual or alleged violation of the FOIA or Contractor's failure to furnish all public records as requested by the Village. Furthermore, should Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as reasonable attorney and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent

jurisdiction. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all costs incurred by the Village connected therewith (such as reasonable attorney and witness fees, filing fees, penalties, fines, and any other expenses) to defend any denial of a FOIA request pursuant to Contractor request to utilize a lawful exemption.

Contractor affirms that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in United States Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. Contractor further represents and warrants to the Village that Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. Contractor agrees to defend, indemnify and hold harmless the Village, its respective corporate authorities, and all of the Village's elected or appointed officials, officers, employees, agents, representatives, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.

7.9 **Time**. The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

7.10 **Severability**. The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provision of this Contract shall be in any way affected thereby.

7.11 **Amendments**. No modification, addition, deletion, revision, alteration or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

**IN WITNESS WHEREOF**, Owner and Contractor have caused this Contract to be executed in three original counterparts as of the day and year first written above.

**OWNER:**

Attest/Witness

By: 

Title: Executive Secretary

**VILLAGE OF VERNON HILLS**

By: 

Title: Village Manager

**CONTRACTOR:**

Attest/Witness:

By: 

Title: Gregory Sidel, General Manager

**MANEVAL CONSTRUCTION**

By: 

Title: Deborah L. Maneval, President

## EXHIBIT A INSURANCE REQUIREMENTS

CONTRACTOR AGREES TO MAINTAIN THE FOLLOWING:

### **Property Insurance:**

#### **Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

- Comprehensive General Liability: \$3,000,000 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; or 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.
- If Contractor's current policies do not provide the required coverage in this Exhibit A, proof of umbrella or excess coverage meeting these requirements shall be presented to the Village in advance of the execution of this Contract.

#### **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 Village's and Contractor's Protective Liability and Automobile Liability Coverage

- a. **The Village, its officers, officials, employees, and volunteers shall be covered as additional insureds on Contractor's Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.** General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used). The coverage shall

contain no special limits on the scope of the protection afforded to The Village, its officials, employees or volunteers.

- b. For any claims related to this project, Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 with respect to the Village, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it. Contractor shall procure and maintain for the duration of the contract, and for 2 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, his agents, representatives, employees, or subcontractors. Contractor's policy or policies of insurance shall specifically recognize and cover Contractor's indemnification obligations under this contract, and shall contain cross-liability endorsements
- 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**

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.

#### **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. In the event of the cancellation of any insurance policy required herein, or upon Contractor's failure to procure said insurance, the Village shall have the right to terminate this contract.

#### **Acceptability of Insurers**

The insurance carrier used by Contractor shall have a minimum insurance rating of A- 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 naming The Village, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause as follows:**

- **Additional insured endorsement on the General liability**
- **Additional insured endorsement on the Automobile**
- **Primary non-contributory endorsement on the General Liability**
- **Primary non-contributory endorsement on the Automobile**
- **Waiver of Subrogation endorsement on the Workers Compensation**

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. Contractor shall furnish evidence of such insurance to the Village prior to the Effective Date,** and then on an annual basis thereafter, in the form of a Certificate of Insurance that names the Village and its elected officials, officers, agents, attorneys and employees as additional insureds. The Village shall have the right to approve the coverage and carrier, which approval shall not be unreasonably withheld.

#### **Subcontractors' Insurance**

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the Village is an additional insured on insurance required from subcontractors. For Commercial General Liability coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.



**ATTACHMENT A**  
**DESCRIPTION OF WORK & BID PROPOSAL**

**DESCRIPTION OF WORK**

The work included in this contract consists of furnishing all labor, traffic control measures, materials, and equipment necessary for the completion of pavement rehabilitation.

**LOCATION OF PROJECT**

Improvements for the proposed project includes the public parking lots of the Vernon Hills Memorial Arboretum, Vernon Hills Athletic Complex and Nike Parkway, and the Vernon Hills Public Works Parking Lot within the limits of the Village of Vernon Hills, Lake County, Illinois. (See maps)

**TRAFFIC CONTROL AND PROTECTION**

This work shall be done in accordance with the requirements of Section 1106 of the Standard Specifications for Road and Bridge Construction, Department of Transportation, State of Illinois, Latest Edition, in the locations directed by the Village Engineer and shall include barricades, cones, RCA's and other advance warning signs as directed.

This work shall be paid for at the contract unit price per lump sum for TRAFFIC CONTROL AND PROTECTION which price for this item shall include all costs for all labor, materials, transportation, disposal, handling and incidentals necessary to complete this item.

**STORM STRUCTURE ADJUST**

This work shall be done in accordance with the requirements of Section 603 of the Standard Specifications for Road and Bridge Construction, Department of Transportation, State of Illinois, Latest Edition and the Village of Vernon Hills Exhibit 3, in the locations directed by the Village Engineer and with the following modifications:

For structures located within pavement the existing asphalt pavement shall be neatly sawcut two (2') foot around the edge of the casting before removing the existing asphalt pavement to a depth of Nine and one-half (9-1/2") inches.

The casting shall be cleaned of existing spoil material and adjusted with new adjusting rings (*Pro-Ring*) provided by the Village.

2-#5 rebar, two (2') foot in length, shall be installed around each structure in the pavement and shall be supported throughout the concrete pour.

Nine and one-half (9-1/2") inches of Class SI concrete shall be poured and pitched to the center of the casting with a broom finish.

A method of curing shall be included with this pay item.

This work shall be paid for at the contract unit price per each for STORM STRUCTURE ADJUST which price for this item shall include all costs for all labor, materials, transportation, disposal, handling and incidentals necessary to complete this item.

**FRAMES AND GRATES TO BE ADJUSTED**

This work shall be done in accordance with the requirements of Section 603 of the Standard Specifications for Road and Bridge Construction, Department of Transportation, State of Illinois, Latest Edition and the Village of Vernon Hills Exhibit 3, in the locations directed by the Village Engineer and with the following modifications:

Adjustments shall be made using a maximum of two (2) adjusting rings for a total maximum adjustment

of eight (8") inches.

New stainless bolts shall be installed at all curb and gutter castings for final grade adjustment.

This work shall be paid for at the contract unit price per each FRAMES AND GRATES TO BE ADJUSTED which price for this item shall include all costs for all labor, materials, transportation, disposal, handling and incidentals necessary to complete this item.

#### **CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT**

This work shall be done in accordance with the requirements of Section 440 and 606 of the Standard Specifications for Road and Bridge Construction, Department of Transportation, State of Illinois, Latest Edition and the Village of Vernon Hills Exhibits 28 and 28A, in the locations as directed by the Village Engineer and with the following modifications:

The existing curb and gutter identified for removal and replacement shall be neatly sawcut full depth at the locations identified and marked by the Village Engineer.

The existing HMA pavement shall be neatly sawcut full depth six (6") inches along the length of curb and gutter identified for removal and replacement. Once the curb and gutter has been replaced the void space shall be cleaned out and prepared for concrete fill to a height of two (2") inches below the gutter edge. The cleaning and filling of the area adjacent to the new curb and gutter, and the sawcut for removal and shall be included with this pay item.

Curb and gutter replacement sections shall be doweled into the adjacent curb and gutter and sidewalks that abut the curb and shall be included with this pay item.

The contractor shall be responsible for the protection of the adjacent sidewalks, curb and gutter residential PCC driveway aprons and landscaping. Damage restoration shall not be paid for separately and shall be included with this pay item.

A method of concrete curing and protective coat applications shall be included with this pay item. The contractor shall use cautionary measures to avoid damage to the adjacent curb/gutter, sidewalks, asphalt pavements and landscaping while performing the removal and replacement of the concrete curb and gutters. Any damages to the adjacent curb and gutter, pavements and landscaping and considered unacceptable by the Village Engineer shall not be measured for payment, and shall be included with this pay item.

The Village recommends the use of metal forms for framing. The cost of restoration of turf areas shall be included with this item.

This work shall be paid for at the contract unit cost per foot for CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT which price for this item shall include all costs for all labor, materials, transportation, disposal, handling and incidentals necessary to complete this item.

#### **PCC SIDEWALK 5 INCH**

This work shall be done in accordance with the requirements of Section 424 of the Standard Specifications for Road and Bridge Construction, Department of Transportation, State of Illinois, Latest Edition, and the Village of Vernon Hills Exhibits 29 and 30, in the locations as directed by the Village Engineer. Sidewalks shall be doweled with #4 rebar, eighteen (18") inches in length, into the adjacent curb and gutter and sidewalks and shall be included with this pay item.

The Village recommends the use of metal forms for framing. The cost of restoration of turf areas shall be included with this item.

A method of concrete curing and protective coat applications shall be included with this pay item. This work shall be paid for at the contract unit cost per square foot for PCC SIDEWALK 5 INCH which price for this item shall include all costs for all labor, materials, transportation, disposal, handling and incidentals necessary to complete this item.

#### **SIDEWALK REMOVAL**

This work shall be done in accordance with the requirements of Section 440 of the Standard Specifications for Road and Bridge Construction, Department of Transportation, State of Illinois, Latest Edition in the locations as directed by the Village Engineer and with the following modifications:

Sidewalks are asphalt and concrete materials. The contractor shall use cautionary measures to avoid damage to the adjacent curb/gutter, sidewalks, asphalt pavements and landscaping while performing the removal. Any damages to the adjacent curb and gutter, pavements and landscaping shall be repaired or replaced to the satisfaction of the Village Engineer shall not be measured for payment, and shall be included with this pay item.

This work shall be paid for at the contract unit price per square foot for SIDEWALK REMOVAL which price for this item shall include all costs for all labor, materials, transportation, disposal, handling and incidentals necessary to complete this item.

#### **DETECTABLE WARNINGS**

This work shall be done in accordance with the requirements of Section 424 of the Standard Specifications Truncated domes shall be in accordance with Article 424.09 of the Standard Specifications for Road and Bridge Construction, Department of Transportation, State of Illinois, Latest Edition, and the Village of Vernon Hills Exhibit 30, and with the following modifications:

This work shall consist of the installation of Armor-Tile Precast Fiberglass Panels pre-fabricated panel of truncated domes twenty-four inches (24") wide and forty-eight inches (48") in length on concrete sidewalk accessibility ramps at locations as directed by the Engineer. The domes shall parallel the pavement crosswalk in accordance with the latest Highway Standard. The panel shall be Red (Federal #22144). The panel shall meet the requirements of ASTM C1028 – Slip Resistance and ASTM G155 – Accelerated Weathering.

This work will be paid for at the contract unit price per square foot for DETECTABLE WARNINGS which price for this item shall include all costs for all labor, materials, transportation, disposal, handling and incidentals necessary to complete this item.

#### **PARTIAL DEPTH REMOVAL 2 INCH**

This work shall be done in accordance with the requirements of Section 406 and 440 of the Standard Specifications for Road and Bridge Construction, Department of Transportation, State of Illinois, Latest Edition.

The removal areas shall be removed, as directed by the Village Engineer. The areas shall be neatly sawcut and removed to a depth of two (2") inches and the disposal of the unsuitable asphalt/aggregate material, re-grading and re-compaction of the existing aggregate base, priming the edges of the patch before filling and compacting the HMA base course and shall be included with this pay item.

This work shall be paid for at the contract unit cost per square yard for PART DEPTH REM 2, which price for this item shall include all costs for all labor, materials, transportation, disposal, handling and incidentals necessary to complete this item.

**HOT-MIX ASPHALT SURFACE REMOVAL, 2 INCH**

This work shall be done in accordance with the requirements of Section 440 of the Standard Specifications for Road and Bridge Construction, Department of Transportation, State of Illinois, Latest Edition and in the locations directed by the Village Engineer.

The existing HMA surface shall be removed to the depth specified on the plans with a self-propelled milling machine. The removal depth may be varied slightly at the discretion of the Engineer to satisfy the smoothness requirements of the finished pavement. The temperature at which the work is performed, the nature and condition of the equipment, and the manner of performing the work shall be such that the milled surface is not torn, gouged, shoved or otherwise damaged by the milling operation. Sufficient cutting passes shall be made so that all irregularities or high spots are eliminated to the satisfaction of the Engineer.

This work shall be paid for at the contract unit cost per square yard for HOT-MIX ASPHALT SURFACE REMOVAL, 2 INCH which price for this item shall include all costs for all labor, materials, transportation, disposal, handling and incidentals necessary to complete this item.

**BITUMINOUS MATERIAL (TACK COAT)**

This work shall be done in accordance with the requirements of Section 406 of the Standard Specifications for Road and Bridge Construction, Department of Transportation, State of Illinois, Latest Edition.

This work shall be paid for at the contract unit cost per pound for BITUMINOUS MATERIAL (TACK COAT), which price for this item shall include all costs for all labor, materials, transportation, disposal, handling and incidentals necessary to complete this item.

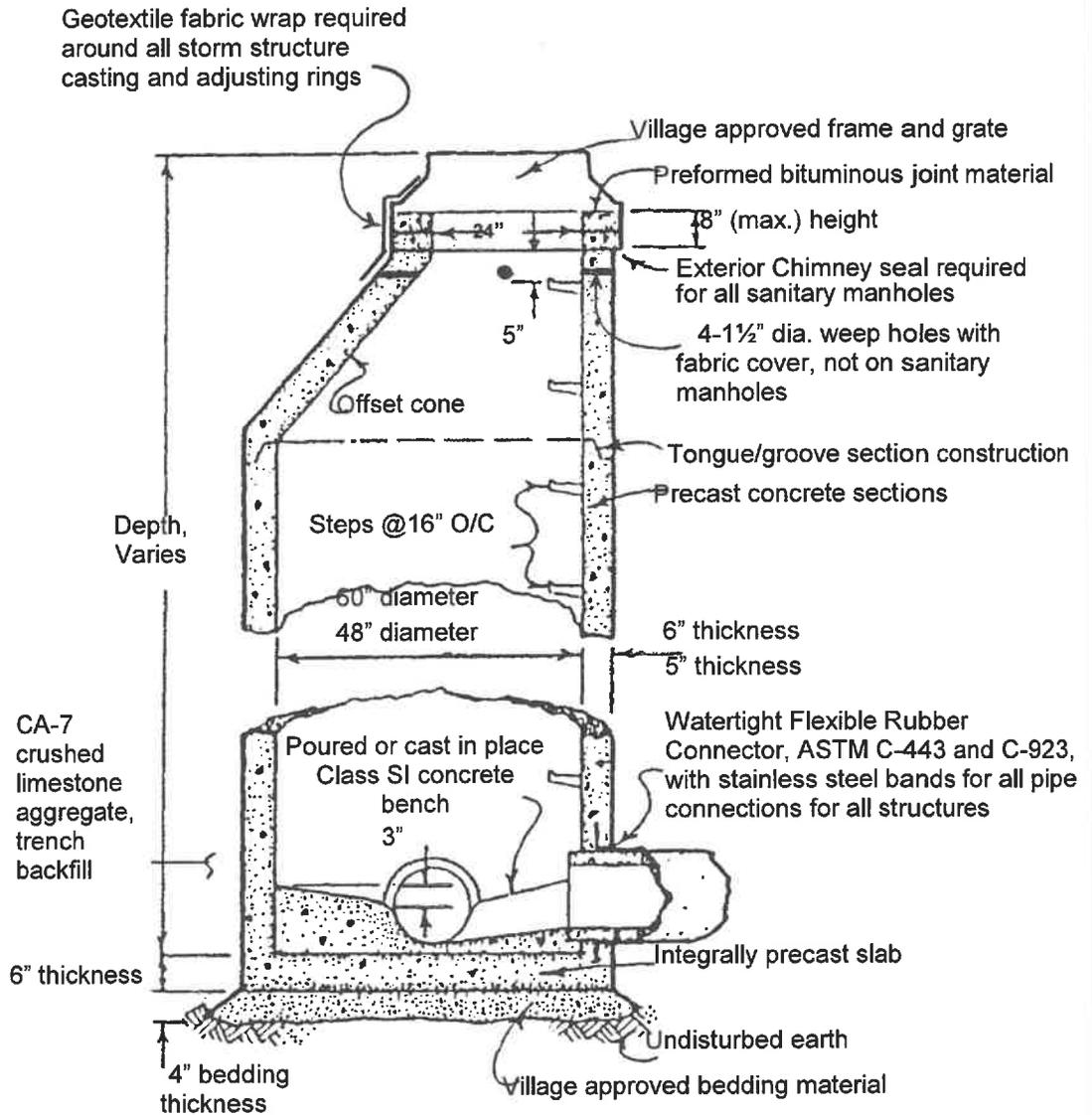
**HOT-MIX ASPHALT SURFACE COURSE, MIX D, N50**

This work shall be done in accordance with the requirements of Section 406 of the Standard Specifications for Road and Bridge Construction, Department of Transportation, State of Illinois, Latest Edition.

This work shall be paid for at the contract unit cost per ton for HOT-MIX ASPHALT SURFACE COURSE, MIX D N50, which price for this item shall include all costs for all labor, materials, transportation, disposal, handling and incidentals necessary to complete this item.

**VILLAGE OF VERNON HILLS  
EXHIBIT NO. 3**

**STANDARD MANHOLE**

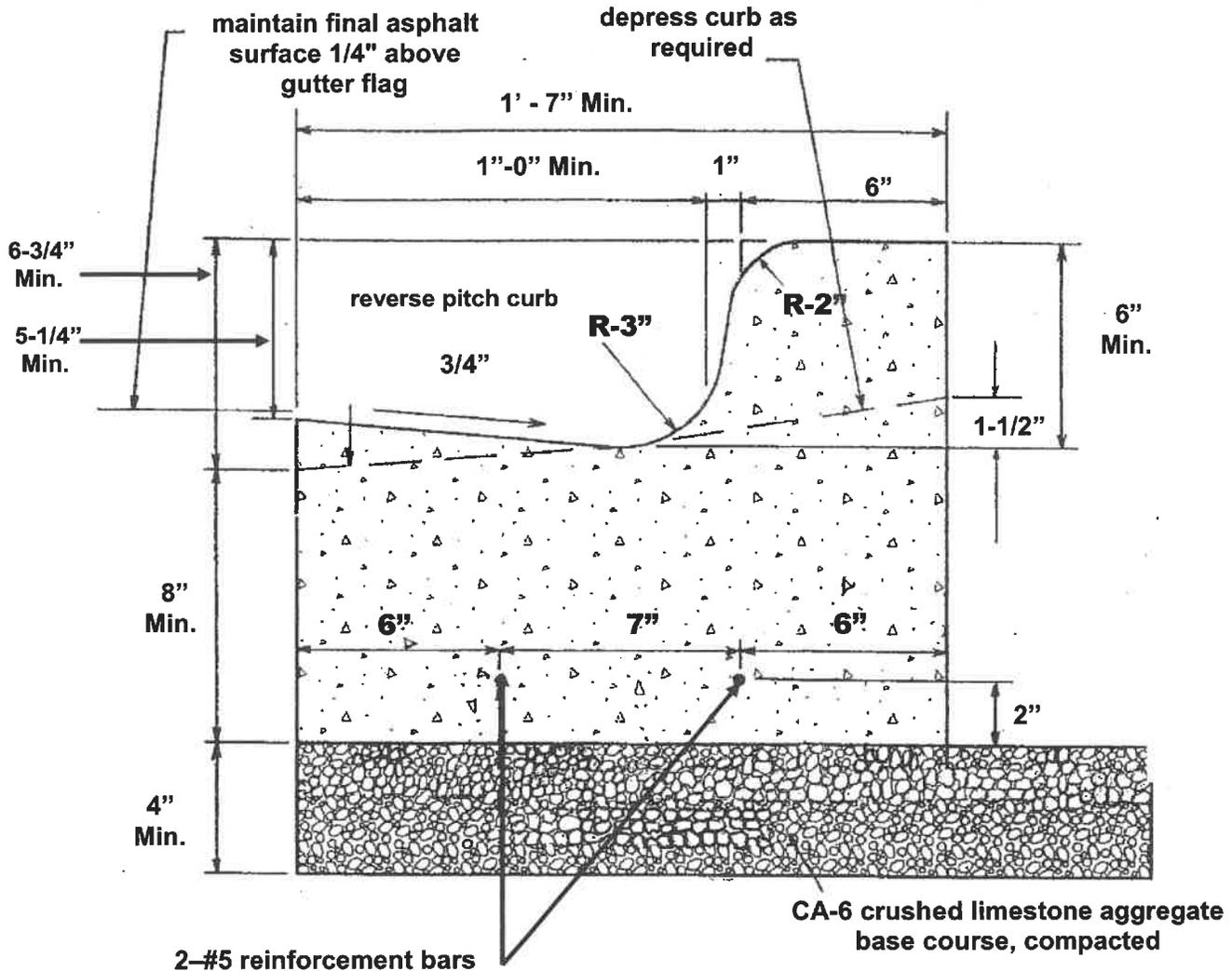


**Notes:**

1. For sewers twenty-four (24) inch or less in diameter, use forty-eight (48) inch manholes; for sewers more than twenty-four (24) in diameter, use sixty (60) manholes.
2. All structure sections shall be joined in tongue and groove method with a preformed bituminous joint sealer throughout the sealing surface.
3. All castings shall conform to the current Village approved casting list.
4. Trench backfill is required around all structures.

**VILLAGE OF VERNON HILLS  
EXHIBIT NO. 28**

**COMBINATION CURB AND GUTTER**



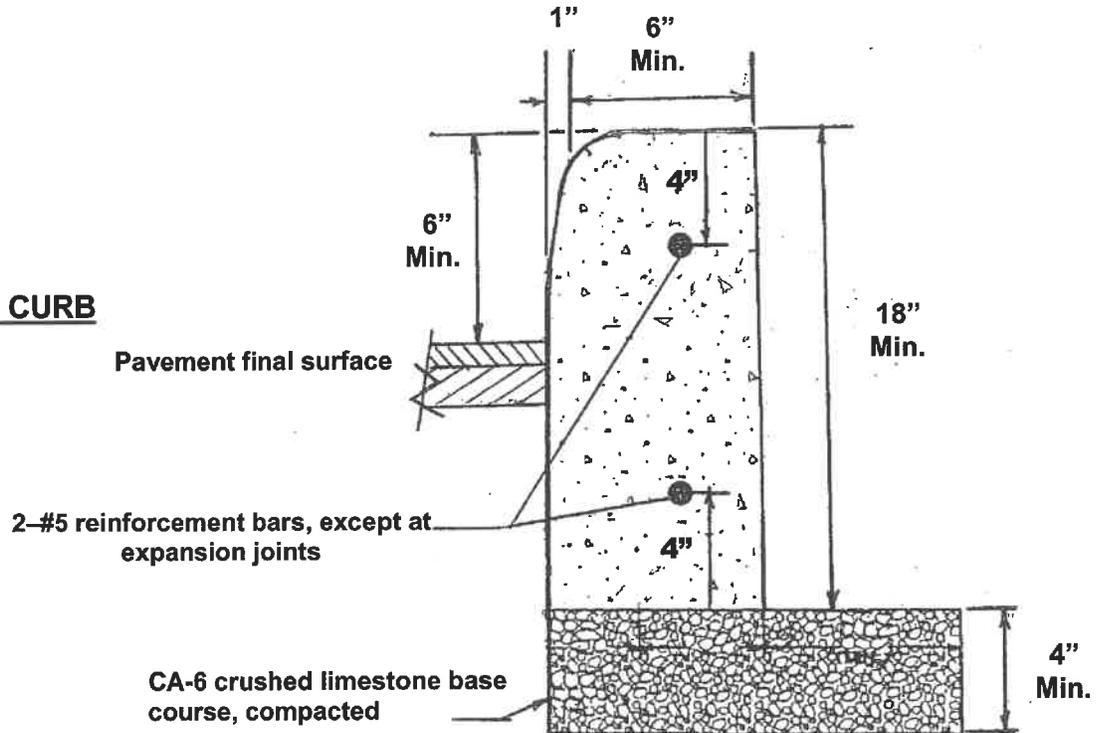
**NOTES:**

1. Two (2) continuous #5 deformed steel reinforcement bars are required for all curb/gutter within Public Improvements. 2-#5 steel reinforcement bars, 10' in length, shall be centered over all utility trench crossings.
2. Control Joints shall be saw cut within 24 hours at 15' (max) intervals, 1-1/2" in depth.
3. Expansion joints shall be installed at all P.C./P.T.'s, 5' on either side of castings, and at 60' (max) for lineal curb. A 3/4" thick preformed bituminous joint material with 2- 3/4" smooth dowels w/caps shall be used. All expansion joints shall be cleaned and filled with a Village approved poured joint sealer in accordance with IDOT Standard Specifications, Section 452 or current, before applying concrete sealers.
4. Provide a method of curing per IDOT Standards Specifications, Section 1023 or current.
5. Two (2) applications of a Village approved protective coat is required for all curbs within the Public ROW. Applications shall be in accordance with IDOT Standard Specifications, Section 420 or current.
6. Carefully backfill curbs immediately after 72 hours.
7. All honeycombed curb shall be mortared upon removal of the forms and before backfilling.
8. See Village Exhibit 28-A for additional curb details.
9. See Village Exhibit 30 for curb/sidewalk ramp details.

VILLAGE OF VERNON HILLS  
EXHIBIT NO. 28-A

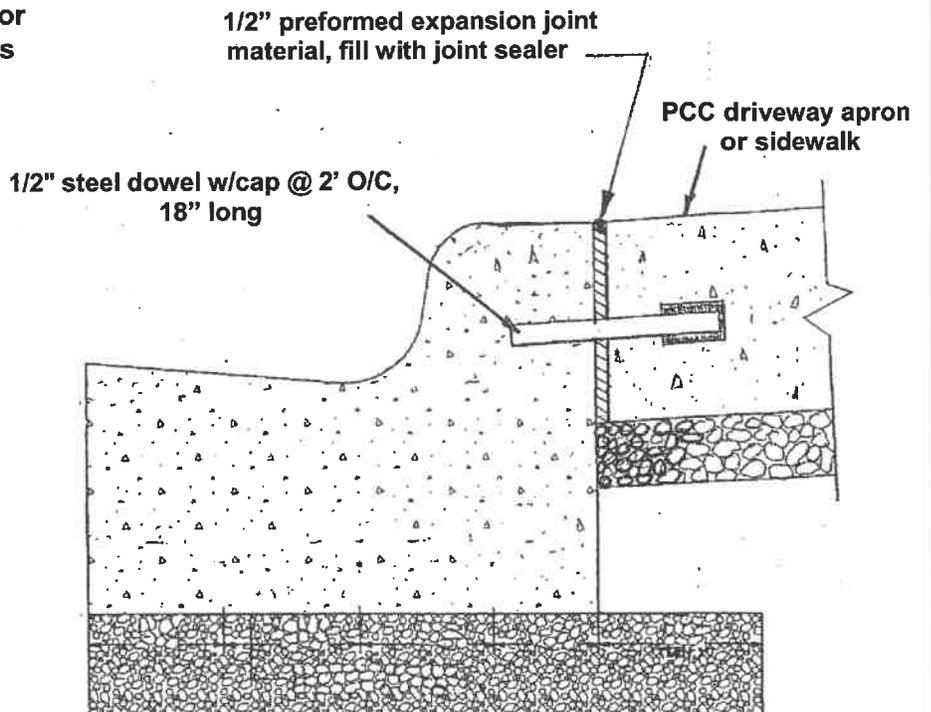
BARRIER CURB AND GUTTER

PCC BARRIER CURB



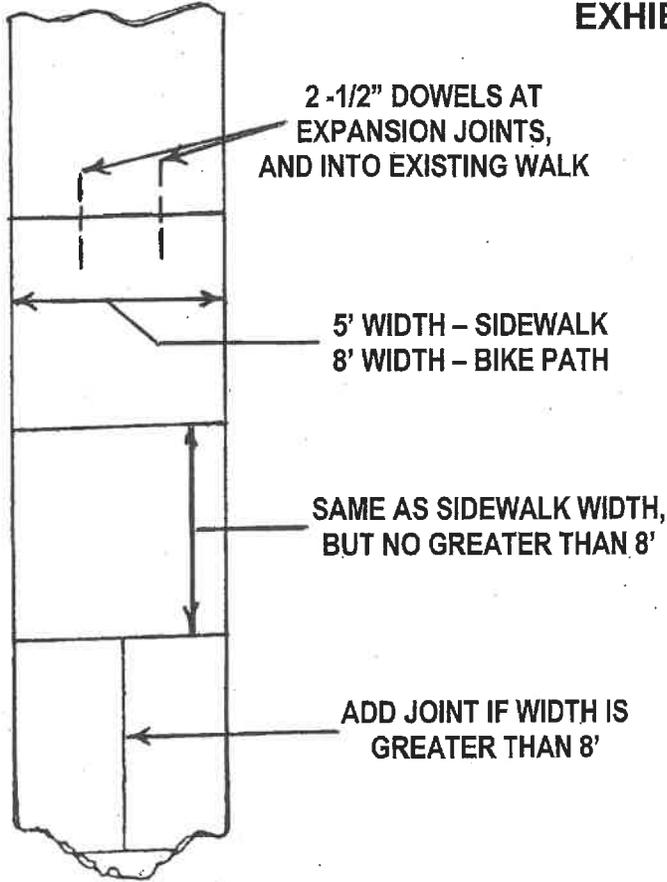
**NOTE:** See Village Exhibit NO. 28 for additional curb/gutter requirements

PCC CURB/GUTTER  
ADJACENT TO SIDEWALK  
OR DRIVEWAY APRON



VILLAGE OF VERNON HILLS  
EXHIBIT NO. 29

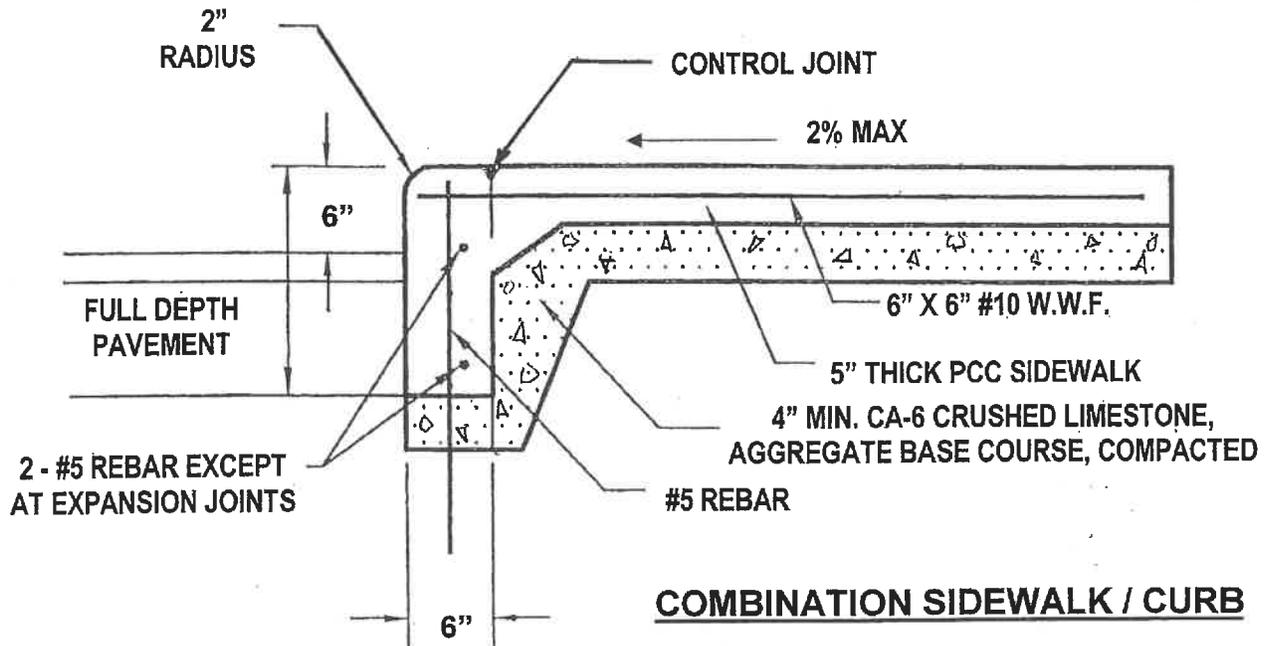
**SIDEWALK**



**TYPICAL**

**NOTES:**

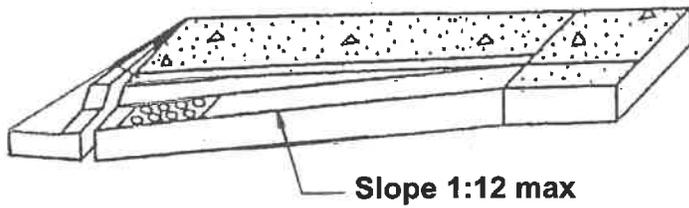
1. 1/2" thick preformed expansion joint material with 2-1/2" dowels shall be required at no more than 50' intervals. Joints will be sealed with a Village approved Joint sealer.
2. Sidewalk crossing through driveways shall be at least 6" thick.
3. Sidewalks shall have no more than 2% cross slope. Parkways adjacent to sidewalks shall be between 2% - 8% max.
4. 2 - #5 deformed steel bars; 10' long are required to be centered over all trench crossings.
5. Sidewalks abutting curb shall be doweled per Village Exhibit No. 28-A.
6. Joints between the sidewalk and curb shall be sealed with a Village approved joint sealer.



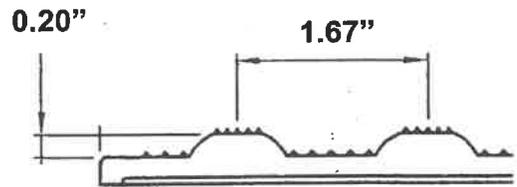
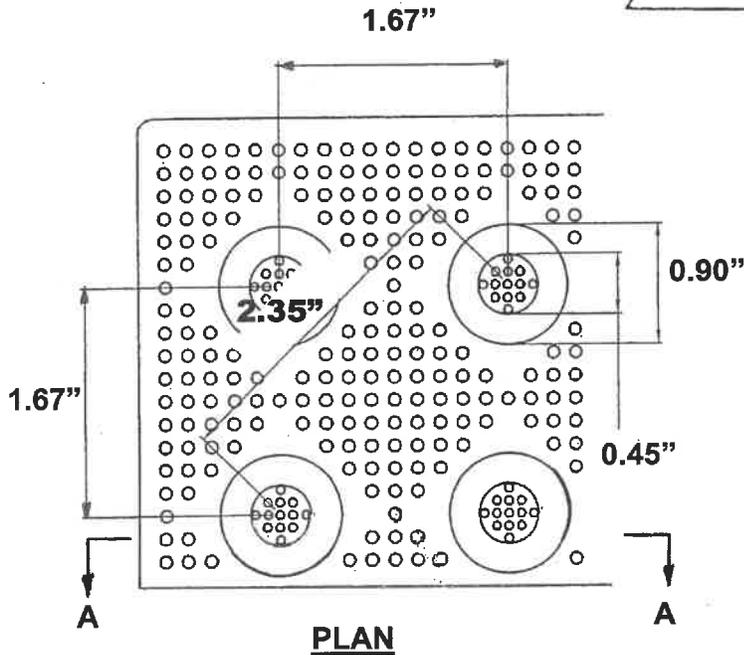
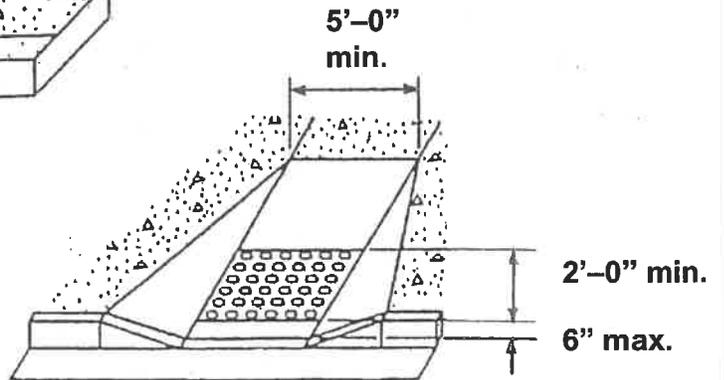
NOTE: SEE VILLAGE EXHIBIT 29-A FOR SIDEWALK CURB RAMPS

**VILLAGE OF VERNON HILLS  
EXHIBIT NO. 30**

**SIDEWALK CURB RAMPS**



**TYPE B – RAMP PROFILE**



**NOTES:**

1. Precast Detectable Warnings Tile(s), Federal color 'Brick Red' minimum 2'-0" x 3'-0" dimension, submit for Village Engineer's approval.
2. This detail shall be used with Village Exhibit NO. 29.
3. Sidewalk ramps shall meet current Federal, State, ADAGG and Village Requirements.

## BID PROPOSAL FORM

### 2023 Parking Lot Pavement Rehabilitation Program

**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.

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 Addendas, and to do all the work at the following schedule of unit prices:

<b>Bidder's Proposal for Making Entire Improvements</b>	<b>289,853.00</b>
---------------------------------------------------------	-------------------

ITEM NO.	Description	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	HOT MIX ASPHALT SURFACE REMOVAL, 2"	SQYD	17,900	2.17	38,843.00 ✓
2	BITUMINOUS MATERIAL (TACK COAT)	POUND	8,081	0.01	80.81 ✓
3	HOT MIX ASPHALT SURFACE COURSE MIX D N50, 2"	TON	2,111	80.00	168,880.00 ✓
4	PCC SIDEWALK REMOVAL	SQFT	2,800	2.80	7,840.00 ✓
5	PCC SIDEWALK, 5"	SQFT	3,000	10.25	30,750.00 ✓
6	DETECTABLE WARNINGS	SQFT	80	37.80	3,024.00 ✓
7	COMB CC&G REMOVE & REPLACE	FOOT	650	39.90	25,935.00 ✓
8	HOT MIX ASPHALT PARTIAL DEPTH REMOVE, 2"	SQYD	75	8.00	600.00 ✓
9	FRAME & GRATE ADJUST	EACH	6	450.00	2,700.00 ✓
10	STORM STRUCTURE ADJUST	EACH	2	600.00	1,200.00 ✓
11	TRAFFIC CONTROL & PROTECTION	LSUM	1	10,000.00	10,000.00 ✓

TOTAL BID AMOUNT \$ 289,853.00 ✓

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.

  
Authorized Contractor Signature

President  
Title

Deborah Maneval  
Printed Name

3/8/23  
Date

Company Name: Maneval Construction

Address: 28090 W. Concrete Drive

Ingleside IL 60041  
City State Zip Code

Phone Number: 815-355-0356 Email: budach@manevalpaving.com

Partnerships: Furnish Full Name Of All Partners.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**REFERENCES**

Please list below three (3) references for which your firm has performed similar work for municipalities.

MUNICIPALITY:

*See Attached*

ADDRESS:

CITY, STATE, ZIP CODE:

TELEPHONE NUMBER:

CONTACT PERSON:

DATES OF SERVICE:

MUNICIPALITY:

ADDRESS:

CITY, STATE, ZIP CODE:

TELEPHONE NUMBER:

CONTACT PERSON:

DATES OF SERVICE:

MUNICIPALITY:

ADDRESS:

CITY, STATE, ZIP CODE:

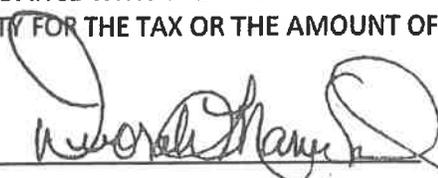
TELEPHONE NUMBER:

CONTACT PERSON:

DATES OF SERVICE:

**Certificate of Compliance-Bidrigging**

PURSUANT TO ILLINOIS REVISED STATUTES, CHAPTER 38, SECTION 33E-11, THE UNDERSIGNED CERTIFIES ON BEHALF OF HIMSELF AND/OR AS AGENT OR EMPLOYEE OF Manual Construction THAT THIS CONTRACTOR HAS NOT BEEN BARRED FROM CONTRACTING WITH ANY UNIT OF STATE OR LOCAL GOVERNMENT AS A RESULT OF A VIOLATION OF EITHER A BID RIGGING OR BID ROTATING CONVICTION AND FURTHER CERTIFIES THAT SAID INDIVIDUAL OR ENTITY OWES NO DELINQUENT TAXES ADMINISTERED BY THE DEPARTMENT OF REVENUE UNLESS THE INDIVIDUAL OR OTHER ENTITY IS CONTESTING, IN ACCORDANCE WITH THE PROCEDURES ESTABLISHED BY THE APPROPRIATE REVENUE ACTS, ITS LIABILITY FOR THE TAX OR THE AMOUNT OF THE TAX.

By:  Manual Construction

(Signature) (Name of bidding company)

Deborah Manual 28090 W. Concrete Drive

(Print Name) (Address)

Ingleside IL 60041

Date Submitted: 3/8/23 (City) (State) (Zip)

815-355-0356  
(Phone)

N/A  
(FAX)

deborah@manualpaving.com  
(E-Mail)

\_\_\_\_\_  
(Seal)

### 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.

### **Certification of Coordination of Contractors**

This certifies that Manaval Construction (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

Deborah Manaval

Printed Name

President

Title

Manaval Construction

Company

3/8/23

Date

**Certification of Substance Abuse Prevention Program**

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

  
\_\_\_\_\_

Authorized Signature

Deborah Manual  
\_\_\_\_\_

Printed Name

President  
\_\_\_\_\_

Title

Maneval Construction  
\_\_\_\_\_

Company

3/8/23  
\_\_\_\_\_

Date

# Maneval Construction Company, Inc.

## PROJECT REFERANCE

ADVOCATE HOSPITAL  
FITNESS CENTER  
ERIKKSEN ENGINEERING  
KRISTEN MEYERS (224) 612- 2221  
2020 \$400,000.00

ANTIOCH SCHOOL DISTRICT #34  
HILLCREST SCHOOL AND UPPER GRADE SCHOOL  
WIGHT ENGINEERING  
BRYON WYNS (630) 947 3482  
2019 \$400,000.00

BLOOMINGDALE PARK DISTRICT  
JOHNSON RECREATION CENTER  
GEWALT HAMILTON AND ASSOC  
MIKE SHRAKE (847) 478-9700  
2019 \$300,000.00

WAUKEGAN SCHOOL DISTRICT #60  
PARKING LOT RECONSTRUCTION  
DISTRICT CONSTRUCTION MANAGER  
KEVIN KRUCKEGERG (224) 588 0918  
2018 \$450,000.00

GRAYSLAKE SCHOOL DISTRICT #26  
FREDRICK SCHOOL PARKING LOT RECONSTRUCTION  
ERIKKSEN ENGINEERING  
TOM HILL (847) 223 4802  
2018 \$350,000.00

COLLEGE OF LAKE COUNTY - GRAYSLAKE IL  
PARKING LOT 7 RECONSTRUCTION  
MC CLURE ENGINEERING  
HARLAN DOLAND (847) 833 1214  
2017 \$900,000.00

GRAYSLAKE SCHOOL DISTRICT #26  
PARKING LOT PAVEMENT REPAIRS  
SUPERVISOR OF SCHOOL OPERATIONS  
KEITH GRINNEL (847) 878 8527  
2016 \$200,000.00

# 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:**

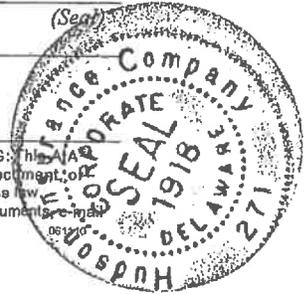
(Name, location or address, and Project number, if any)  
**2023 Parking Lot Pavement Rehabilitation Program**

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 **8th** day of **March**, **2023**  
 \_\_\_\_\_  
 (Witness) *Scott Bull*  
 \_\_\_\_\_  
 (Principal) *[Signature]* (Seal)  
 (Title) **President**  
 \_\_\_\_\_  
 (Surety) **Hudson Insurance Company**  
 \_\_\_\_\_  
 (Title) *[Signature]*  
**Todd Schaap, Attorney-in-Fact**



Init.



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 O. Chambers and Todd Schnap
of the State of Wisconsin

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 Twenty Five Million Dollars (\$25,000,000.00).

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 3rd day of June, 2022 at New York, New York.



Attest: 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 3rd day of June, 2022 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 thereto by like order.

(Notarial Seal)



ANN MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2025

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 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 RESOVLED, 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 8th day of March, 2023.



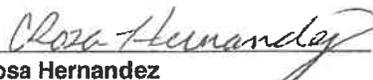
By: Dina Daskalakis
Dina Daskalakis, Corporate Secretary

STATE OF WISCONSIN )

COUNTY OF Milwaukee )

ON THIS 8th day of March, 2023,

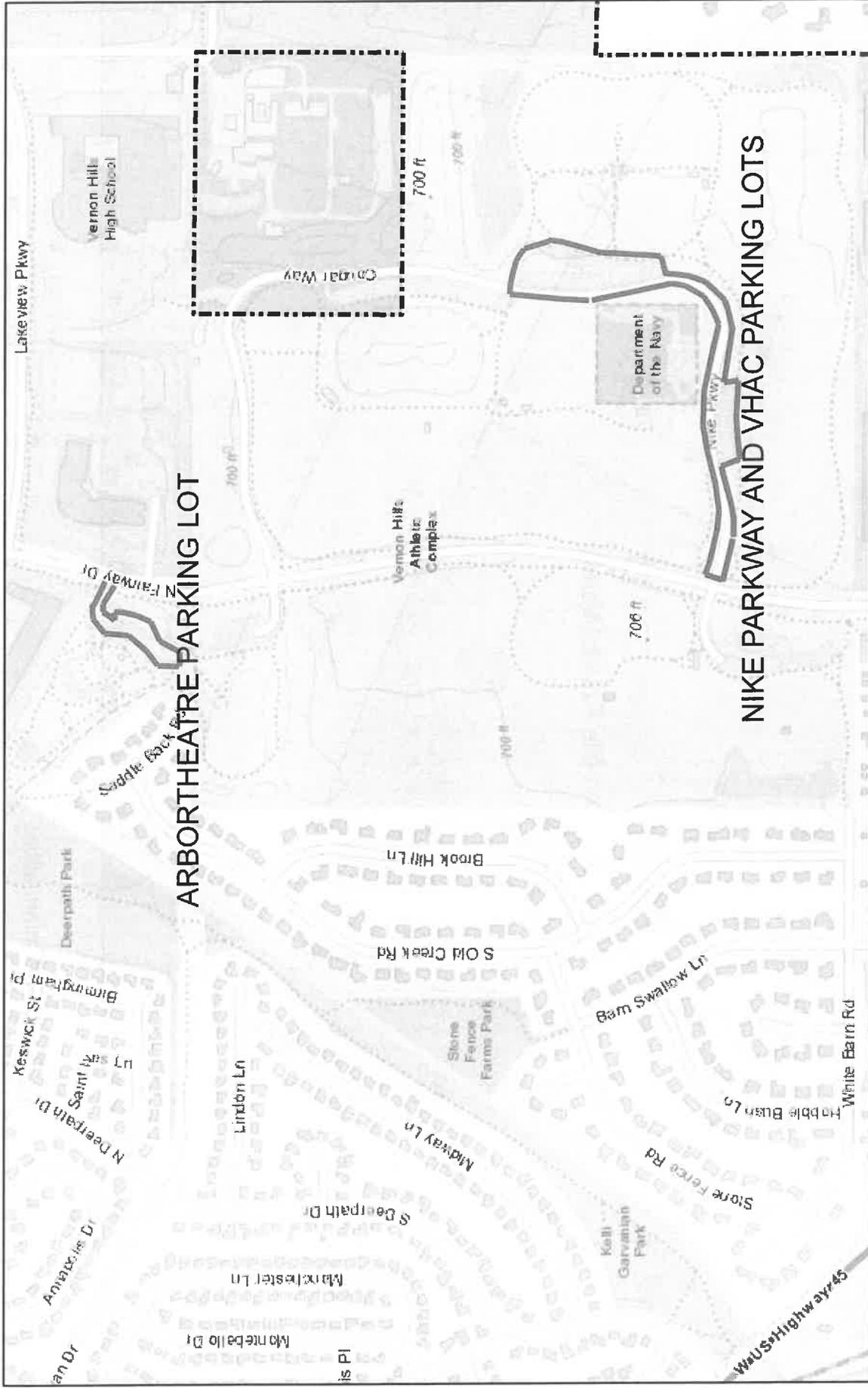
before me, a notary public, within and for said County and State, personally appeared Todd Schaap to me personally known, who being duly sworn, upon oath did say that he is the Attorney-in-Fact of and for the Hudson Insurance Company, a corporation of Delaware, created, organized and existing under and 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.

  
Rosa Hernandez  
Notary Public, Milwaukee County, Wisconsin  
My Commission Expires 1/22/2027



**ATTACHMENT B**  
**DESCRIPTION OF WORK SITE**

# PROPOSED VILLAGE PARKING LOTS REHABILITATION



12/7/2022, 7:47:14 AM

--- Village Boundary

1:9,028

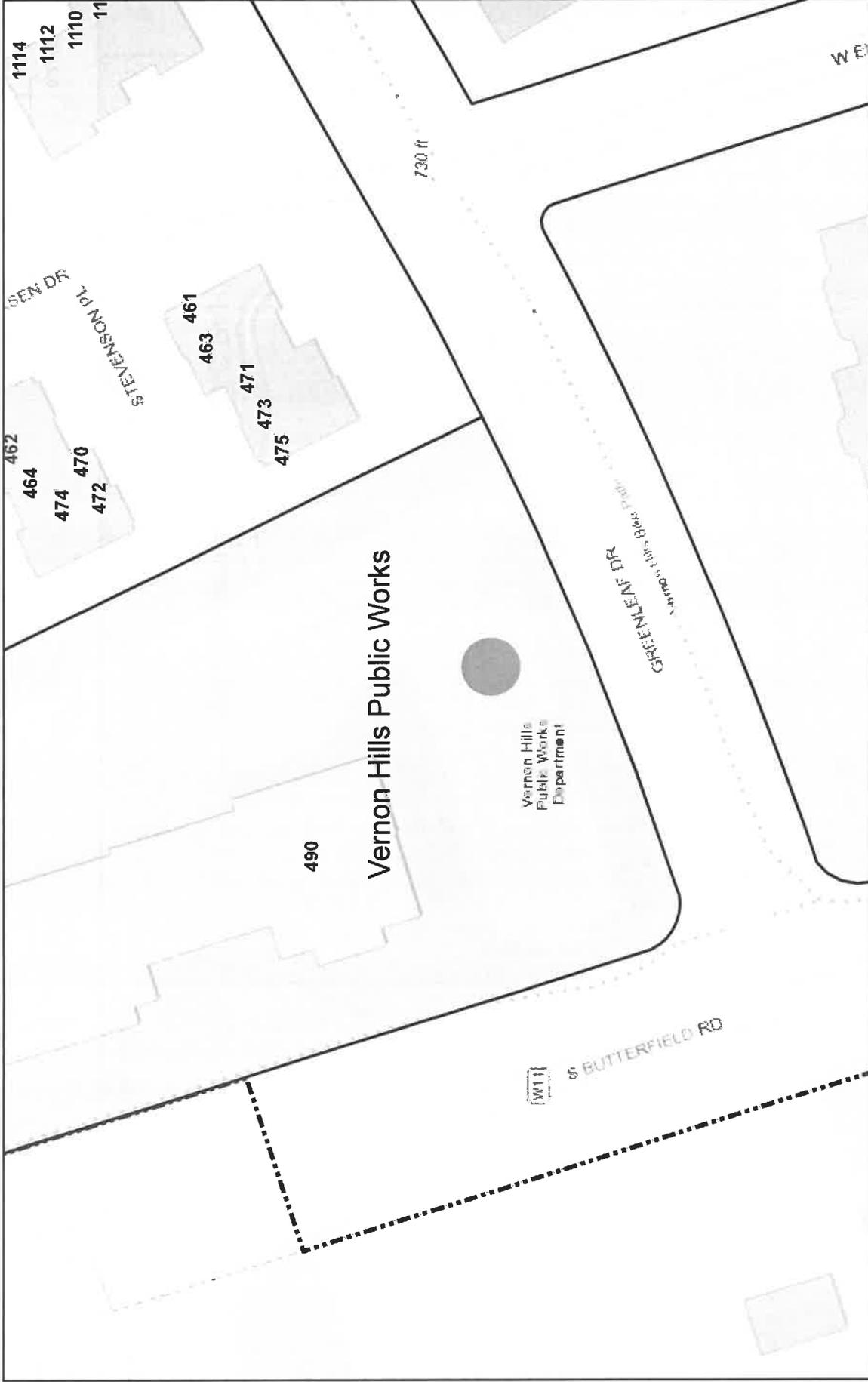
0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

County of Lake, IL, Esri, Canada, Esri, HERE, Garmin, GeoTechnologies, Inc., Intermap, USGS, METINASA, EPA, USDA

Esri, HERE, Garmin, FAO, NOAA, EPA | Lake County GIS | Lake County, Illinois GIS/Mapping Division | Lake County, Illinois Public Works | Lake County, Illinois | Web AppBuilder for ArcGIS

# 2023 Parking Lot Improvements



2/7/2023, 8:55:28 AM

Address Labels  Tax Parcel Information

Village Boundary

County of Lake, IL, Esri, Canada, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

Esri, HERE, Garmin, FAO, NOAA, USGS, EPA, NPS | Lake County GIS | Lake County, Illinois GIS/Mapping Division | Lake County, Illinois Public Works | Lake County, Illinois | Web AppBuilder for ArcGIS