

**VILLAGE OF VERNON HILLS  
ORDINANCE 2023-030**

**AN ORDINANCE AUTHORIZING A CONTRACT WITH PATRIOT PAVEMENT, INC. FOR THE 2023 CRACK SEALING PROGRAM FOR AN AMOUNT NOT TO EXCEED \$25,000**

**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 public streets; and

**WHEREAS**, to do so efficiently and effectively, the Village contracts out crack sealing services to be performed on various public streets on an annual basis; and

**WHEREAS**, the Village continues to participate in the Municipal Partnering Initiative Joint Bid for Crack Sealing services; and

**WHEREAS**, Patriot Pavement, Inc. was awarded a multi-year contract in 2019 to provide Crack Sealing services through the MPI, from 2019-2021; with the option to renew said contract for years 2022 & 2023; and

**WHEREAS**, Patriot Pavement, Inc. has agreed to renew said contract for 2023; and

**WHEREAS**, staff has budgeted \$25,000 within the proposed Fiscal Year 2024 budget account (0209059-550050) for said services.

**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 with Patriot Pavement, Inc. for the 2023 Crack Sealing Program for an amount not to exceed \$25,000.

**SECTION 2: AUTHORIZATION & RELEASE OF PAYMENT:** The Finance Director is hereby authorized to make payment to Patriot Pavement, Inc. for an amount not to exceed \$25,000.

**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 2023-030.

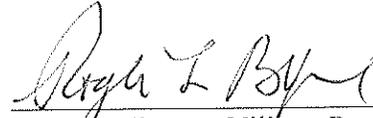
Dated the 4th of April, 2023

Adopted by roll call votes as follows:

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

NAYS: 0 - None

ABSENT AND NOT VOTING: 0 – None

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

PASSED: 04/04/2023

APPROVED: 04/04/2023

ATTEST: 04/04/2023

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



VILLAGE OF VERNON HILLS

ORDINANCE NO. 2023-030

AN ORDINANCE AUTHORIZING A CONTRACT WITH PATRIOT PAVEMENT, INC.  
FOR THE 2023 CRACK SEALING PROGRAM FOR AN AMOUNT NOT TO EXCEED  
\$25,000

THE 4<sup>th</sup> DAY OF APRIL 2023

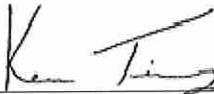
Published in pamphlet form by the Authority of the  
President and Board of Trustees of the Village of  
Vernon Hills, Lake County, Illinois, this  
4<sup>th</sup> day of April, 2023



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. 2023-030 AN ORDINANCE AUTHORIZING A CONTRACT WITH PATRIOT PAVEMENT, INC. FOR THE 2023 CRACK SEALING PROGRAM FOR AN AMOUNT NOT TO EXCEED \$25,000 TO A NOT TO EXCEED AMOUNT OF \$298,000 TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM APRIL 4, 2023 TO APRIL 14, 2023.

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

SUBSCRIBED AND SWORN TO BEFORE  
THIS 4<sup>th</sup> DAY OF APRIL 2023

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



## ADDENDUM

This Addendum is in addition to the terms in the attached Agreement between Contractor and the Village of Vernon Hills and shall be deemed an integral part of said Agreement. To the extent the terms in this Addendum conflict with the terms in the attached Agreement, the terms in this Addendum shall control.

1. Direction of Work. Contractor agrees that the Director of Public Works, or his designee, shall be Contractor's point of contact with the Village and all communications between Contractor and the Village shall be made through the Director of Public Works and/or his designee. The Director of Public Works or his designee will provide direction to Contractor to enable Contractor to perform the work but shall not be responsible for controlling Contractor's manner, means or methods of performing the work.
2. No Employment Relationship. Nothing in the Contractor's Agreement or this Addendum, or any exhibit, shall create an employee-employee relationship between Contractor or any individual and the Village. Contractor shall not be considered as having an employee status, nor shall the Village 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 Village pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular employees of the Village.
3. Insurance. Contractor shall provide insurance at or above the minimum standards in the attached Exhibit A.
4. Payment. Contractor stipulates and agrees that the Village shall make payments pursuant to the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.
5. Right to Withhold Payment. Without prejudice to any other remedy or right the Village may have, the Village may withhold payment, either in whole or in part, based on: (1) Contractor's failure to perform; (2) claims by subcontractors or others; (3) for damage caused by Contractor in the performance of its work; or (4) for work that is flawed or defective; or (5) based on Contractor's failure to comply with any terms of this Agreement or any Addendum or Exhibit.
6. No Liens. Contractor agrees that it shall not place a lien on any equipment or property of, or belonging to, the Village.
7. Contractor Certifications. Contractor agrees to execute the Certification attached as Exhibit B and certifies that each of the statements contained therein are true and correct.
8. Termination. The Village 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.

9. Indemnification. As a material inducement for the Village to enter into this contract, Contractor agrees to defend, indemnify and hold harmless the Village 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 Village, its representatives, officers, trustees, agents and employees. In the event of any claims, actions, suits, damages, costs, expenses and liabilities, the Village 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:

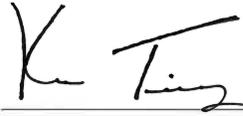
- (1) Any negligent, tortious or wrongful act or omission of Contractor, its officers, agents, employees, contractors or subcontractors, resulting in personal injury, bodily injury, sickness or death to any person, loss or damage of any kind to the property of any person, including Contractor, its officers, 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.

**OWNER:**

Attest/Witness

**VILLAGE OF VERNON HILLS**

By: 

By: 

Title: Executive Secretary

Title: Village Manager

**CONTRACTOR:**

Attest/Witness:

**PATRIOT PAVEMENT MAINTENANCE**

By: 

By: 

Title: Secretary

Title: 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: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum General Aggregate shall be no less than \$3,000,000 per person per aggregate; or Villages and Contractors Protective Liability: \$1,000,000 combined single limit per occurrence.
- Automobile Liability: \$500,000 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 Agreement.

### **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.

## EXHIBIT B

### 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-I;
- (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/I 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:

- (A) the dangers of drug abuse in the workplace;
- (B) Contractor's policy of maintaining a drug-free workplace;
- (C) any available drug counseling, rehabilitation, and employee assistance program, and the penalties that may be imposed upon employees for drug violations;
- (D) 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 11th day of April 2023.

CONTRACTOR

Business Name: Patriot Pavement Maintenance

Signature: [Handwritten Signature]

Printed Name: Matt Sollans

Title: PRESIDENT

Date: 4/11/2023

## ATTACHMENT A

### SCOPE OF WORK & CONTRACT EXTENSION LETTER

This contract shall commence on October 2, 2023 with a completion date of no later than November 3, 2023 ("contract time")

This work shall consist of routing, cleaning, and sealing transverse and longitudinal reflected cracks in existing hot-mix asphalt (HMA) pavement and be completed in accordance with the Illinois Department of Transportation, Section 451 of the Standard Specification for Road and Bridge Construction, adopted January 1, 2022, and the Supplemental Specifications and Recurring Special Provisions latest edition. The sealant shall be allowed to cure before opening to traffic. Alternate methods of cure shall be approved by the engineer.

Traffic control shall be the responsibility of the contractor and included with this contract.

<u>Item</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>
CRACK ROUTING AND FILLING	LB.		\$1.38/LB.
MECHANICAL STREET SWEEPING	HOUR	2.0	\$120.00/HR

Work shall not exceed \$25,000.00

This work will be paid for at the contract unit price per pound for **crack routing and filling**. The contractor shall deliver the contract limit of crack sealing material to the Village's Public Works Facility at 490 Greenleaf Drive, prior to the commencement of work so that an inventory of said material can be made. At the end of each work day, or before the commencement of the next work day, contractor shall return empty sealant containers to the Village and collect an inventory of sealant for use during the upcoming day.

The contractor shall perform mechanical sweeping, as directed by the Director of Public Works, within seventy-two (72) hours of completion of the crack sealing operation.



490 Greenleaf Drive • Vernon Hills, IL 60061-2999  
Phone 847-367-3726 • FAX 847-367-3728  
Public Works Department • Engineering/Landscape/Grounds/Streets Division  
[www.vernonhills.org](http://www.vernonhills.org)

January 13, 2023

Mr. Matt Sollars  
Patriot Pavement Maintenance  
825 Seegers Road Suite F  
Des Plaines, IL 60016

**Re: Renewable Contract for 2023 Crack Sealing Program**

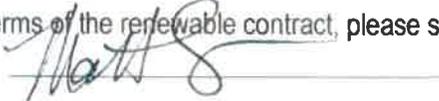
Dear Mr. Sollars,

Per the terms of the original contract signed by you with the 2019 MPI Group 2, the Village of Vernon Hills is offering to extend your contract for the 2023 Crack Sealing Program.

**Contract Period**

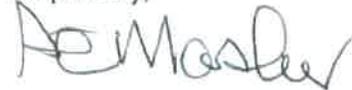
*"For all Work performed by Contractor during any renewal term, Contractor shall be paid an amount equal to the total Contract Price, as adjusted by the Consumer Price Index for all Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor for Chicago-Naperville-Elgin, IL-IN-WI, All Items (1982-84=100) for the previous calendar year, except as the City and Contractor may otherwise mutually agree."*

The Bureau of Labor Statistics Consumers Price Index for 2022 Chicago-Naperville-Elgin area published January 12, 2023, rose 5.5% over the past year. Your 2023 unit prices shall reflect this increase.

If you accept the terms of the renewable contract, please sign here and return this letter to me by February 7, 2023. 

If you wish not accept the terms of the renewable contract sign here and return this letter to me by February 7, 2023. \_\_\_\_\_

Respectfully,



Steven Maslov

Senior Engineer Technician/Project Manager  
[stevem@vhills.org](mailto:stevem@vhills.org), P. (847) 918-3590 FAX (847) 367-3728

# **ATTACHMENT B**

## **DESCRIPTION OF WORK SITE**

- Location maps shall be provided to the contractor prior to the start date.