

RESOLUTION 2011-114

**A RESOLUTION AWARDING THE 2011 CRACK SEALING PROGRAM BID
TO BEHM PAVEMENT MAINTENANCE, INC.
IN AN AMOUNT NOT TO EXCEED \$30,000**

WHEREAS, the President and Board of Trustees desire to maintain the Village's infrastructure;
and

WHEREAS, the 2011 Crack Sealing of Village Streets Program was publicly bid and opened on
June 28, 2011 with Behm Pavement Maintenance, Inc. of Crystal Lake, IL submitting the lowest
qualified bid in the amount of \$34,972; and

WHEREAS, \$30,000 was budgeted in the Preventative Street Maintenance account (0209059-
550050) to perform such work; and therefore, staff will reduce the scope of work to meet the
budget.

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

THAT, the Village Manager is authorized to execute a contract and to make payments to Behm
Pavement Maintenance, Inc. for the 2011 Crack Sealing Program in an amount not to exceed
\$30,000.

IN TESTIMONY WHEREOF,
Dated this 6th day of July, 2011

Adopted by roll call vote as follows:

AYES: 6 – Schultz, Koch, Marquardt, Hebda, Williams, Schwartz

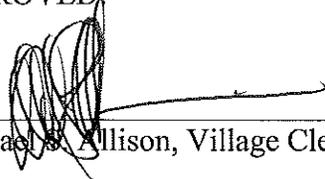
NAYS: - 0 - None

ABSENT AND NOT VOTING: 0 - None



Roger L. Byrne, Village President

PASSED:
APPROVED:



Michael S. Allison, Village Clerk





Village of Vernon Hills

Contract Document For

2011 Crack Sealing Program

Bid Opening Date:June 28, 2011
Bid Opening Time:10:30 AM
Bid Opening Location:Vernon Hills Village Hall
Bid Security:5% Cashiers Check or Money Order or Bid Bond

Contract Commence Date:July 18, 2011
Contract Completion Date:July 29, 2011

Obtain information from and submit bids to:

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

David H. Brown, P.E.
Director of Public Works
Village Engineer
Date: June 14, 2011

Proposal Form

NOTE TO BIDDERS:

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

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

PROJECT: 2011 Crack Sealing Program

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

The undersigned Bidder, having examined the site of the work and determined the scope of the Plans, Specifications, and Special Provisions for the above named project, hereby proposes to provide the required labor, services, and equipment to perform the work as described in said documents, including Addenda No.'s n/a, and to do all the work at the following schedule of unit prices:

<u>Item No.</u>	<u>Items</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Cost</u>
1.	Crack Routing and Filling	LB	28,000	1.249	<u>34,972.00</u>
TOTAL 2011 Crack Sealing Program				\$	<u>34,972.00</u>

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

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

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

William J. Behm
(Print Name)
President
(Title)
Behm Pavement Maintenance, Inc.
(Company)
3010 Rt. 176
(Address)
Crystal Lake, IL 60014
(City) (Zip)
815-477-9400
(Telephone)

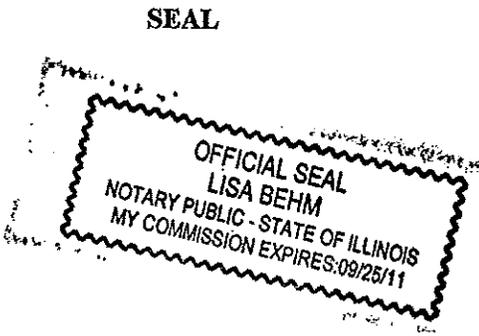
Signature: William J. Behm Date: June 28, 2011

State of Illinois County of McHenry

Signed or attested before me on this 28 day of June, 2011, by
Lisa Behm

(Name of Person)
Lisa Behm
(Signature of Notary Public)

Partnerships: **Furnish full name of all partners.**



CONTRACT

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

WITNESSETH:

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

2011 Crack Sealing Program

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

NOW, THEREFORE, IT IS AGREED:

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

2. That this Contract consists of the following components which are made a part of this agreement and Contract as fully and absolutely as if they were set out in detail in this Contract:

A. Plans prepared by the VILLAGE OF VERNON HILLS ENGINEERING DEPARTMENT dated June 14, 2011.

B. Addenda Numbers _____

C. Illinois Department of Transportation's "Standards Specifications for Road and Bridge Construction," adopted January 1, 2007, and "Supplemental Specifications and Recurring Special Provisions," adopted January 1, 2008.

D. Notice to Bidders

E. Instructions to Bidders.

F. General Requirements

G. Supplemental Conditions

H. Special Provisions

I. Contractor's Proposal

- J. This Instrument
- K. Hold Harmless Agreement
- L. Performance and Payment Bond
- M. Performance Reference Form

3. That payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made part of the Contract.

4. That this Contract is executed in four copies.

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

ATTEST:

VILLAGE OF VERNON HILLS



David H. Brown, Director of Public Works

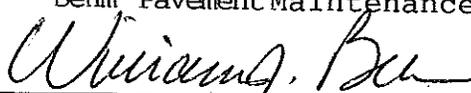
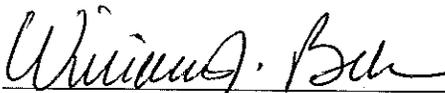
Michael S. Anison, Village Manager

SEAL

ATTEST:

CONTRACTOR

Behm Pavement Maintenance, Inc.



Secretary

President

SEAL

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT THAT Behm Pavement Maintenance, Inc, Principal, hereinafter called the Contractor, and Employers Mutual Casual Surety, hereinafter called the Surety, are held and firmly bound into the Village of Vernon Hills, Illinois, as obligee, hereinafter called the Village, in the amount of the Contractor and Surety bind themselves, their heir, executors, administrator, successors, and assigns, jointly and severally, firmly by these presents.

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

2011 Crack Sealing Program

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

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

- A. The Surety hereby waives notice of any alternation of extension of time made by the Village.
- B. Whenever the Contractor shall be, and is declared by the Village to be, in default under Contract, the Village having performed in the Village's obligations thereunder, the Surety may promptly remedy the default or shall promptly:
 - 1. Complete the Contract in accordance with its terms and conditions or
 - 2. Obtain a bid or bids for submission to the Village for completing the Contract on accordance with its terms and conditions, and upon determination by the Village and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Village and make available as work progresses (even though there shall be a default or a succession of defaults under the Contract of Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less that balance of the Contract Price. The terms "balance of Contract Price" as used in this paragraph, shall mean the total amount payable by the Village to the Contractor under the Contract and any amendments

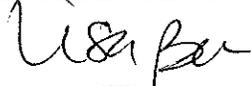
thereto, less the amount previously paid by the Village to the Contractor. It is the intention of this undertaking that the total cost and expenditure by the Village shall not exceed the Contract Price.

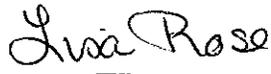
- C. No right of action shall accrue to or for the use of any person or corporation other than the Village named herein or the heirs, executors, administrators, or successors of the Village.

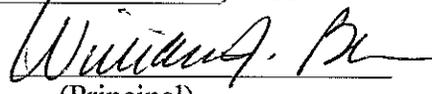
IT IS A FURTHER CONDITION OF THIS OBLIGATION that the Contractor and Surety shall pay to all persons, firms, or corporations having contracts directly with the Contractor or with Subcontractors all just claims due to them for labor performed or materials furnished in the performance of the Contract on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

SIGNED AND SEALED THIS 13th DAY OF July, 2011.

IN THE PRESENCE OF:


Witness


Witness

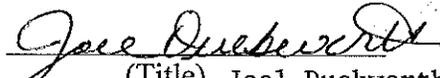

(Principal)

President

(Title)

Employers Mutual
Casualty Company

(Surety)


(Title)

Joel Duckworth
Attorney in Fact

EMC Insurance Companies

P.O. Box 712 • Des Moines, IA 50306-0712

No. 939703

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

NANCY MARKL, MARY BOWMAN, TODD SILVER, RANDY MARGISON, JOEL DUCKWORTH, INDIVIDUALLY, VERNON HILLS, ILLINOIS

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

IN AN AMOUNT NOT EXCEEDING FIVE MILLION DOLLARS..... (\$5,000,000.00)

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2014 unless sooner revoked.

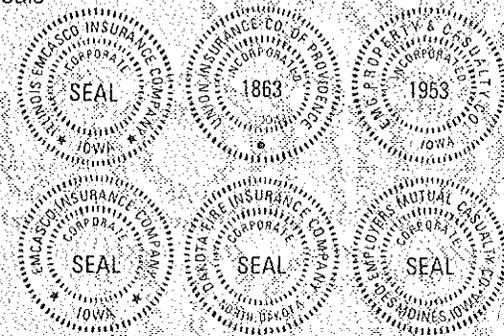
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 26th day of JANUARY, 2011

Seals



Bruce G. Kelley
 Bruce G. Kelley, Chairman
 of Companies 2, 3, 4, 5 & 6; President
 of Company 1; Vice Chairman and
 CEO of Company 7.

Michael Freel
 Michael Freel
 Assistant Secretary

On this 26th day of JANUARY, AD 2011 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of each of the Companies.
 My Commission Expires October 16, 2011.

Cheryl Crownover
 Notary Public in and for the State of Iowa

CHERYL CROWNOVER
 Commission Number 719064
 My Comm. Exp. Oct. 16, 2011

CERTIFICATE

I, David L. Hixenbaugh, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on JANUARY 26, 2011 on behalf of NANCY MARKL, MARY BOWMAN, TODD SILVER, RANDY MARGISON, JOEL DUCKWORTH are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 13 day of July, 2011.

David L. Hixenbaugh
 Vice-President

INDEMNIFICATION CLAUSE

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

Behm Pavement Maintenance, Inc

(Company Name)

William J. Behm

(President - Signed)

Attest:

William J. Behm

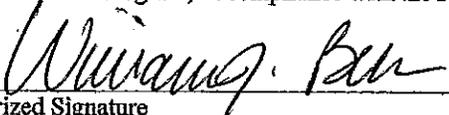
(Secretary - Signed)

SEAL

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

Certification of Substance Abuse Prevention Program

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



Authorized Signature

President

Title

Behm Pavement Maintenance, Inc.

Company

June 28, 2011

Date

PERFORMANCE REFERENCE FORM

Each BIDDER shall supply three (3) names, addresses, telephone numbers and names of persons to contact as performance references.

Company Name.....: Village of Vernon Hills
Address.....: _____
City & State.....: _____
Telephone Number.....: _____
Person To Contact.....: _____
Title/Position.....: _____

Company Name.....: Vernon Township Hwy. Dept.
Address.....: 3050 N. Main St.
City & State.....: Buffalo Grove, IL 60089
Telephone Number.....: 847--634-4600
Person To Contact.....: Bryant Schroeder
Title/Position.....: Hwy. Commissioner

Company Name.....: Village of Libertyville
Address.....: 118 W. Cook St.
City & State.....: Libertyville, IL 60048
Telephone Number.....: 847-362-3434
Person To Contact.....: Dennis Kilbane
Title/Position.....: _____