

RESOLUTION 2011-115

**A RESOLUTION AWARDING
THE 2011 BITUMINOUS PAVEMENT PATCHING PROGRAM BID
TO SCHROEDER ASPHALT SERVICES
IN AN AMOUNT NOT TO EXCEED \$28,900**

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

WHEREAS, the 2011 Bituminous Pavement Patching Program was publicly bid and opened on
June 28, 2011 with Schroeder Asphalt Services of Huntley, IL submitting the lowest qualified
bid in the amount of \$22,400; and

WHEREAS, \$40,000 was budgeted in the Asphalt Patching Program account 0209059-550050
for FY 2011-12; and

WHEREAS, based on the favorable bid prices, additional pavement patching will be completed
within the FY 2011-12 budgeted amount.

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
Schroeder Asphalt Services of Huntley, IL for the 2011 Bituminous Pavement Patching Program
in the amount not to exceed \$28,900.

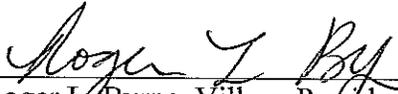
IN TESTIMONY WHEREOF,
Dated this 6th day of July, 2011

Adopted by roll call vote as follows:

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

NAYS: - 0 - None

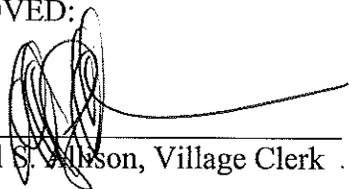
ABSENT AND NOT VOTING: 0 - None



Roger L. Byrne, Village President

PASSED:

APPROVED:



Michael S. Allison, Village Clerk



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 Bituminous Pavement Patching Program

The undersigned Bidder submits herewith a Proposal Guaranty in the amount of \$ 1,120.00 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 _____, and to do all the work at the following schedule of unit prices:

2011 Bituminous Pavement Patching Program

<u>Item No.</u>	<u>Items</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Cost</u>
1.	2" Bituminous Pavement Patching Removal & Replacement	SY	700	<u>32.00</u>	<u>22,400.00</u>

TOTAL 2011 Bituminous Pavement Patching Program \$ 22,400.00

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.

Brent Schroeder
(Print Name)
Vice-President
(Title)
Schroeder Asphalt Services, Inc.
(Company)
P.O. Box 831
(Address)
Huntley 60142
(City) (Zip)
815/923-4380
(Telephone)

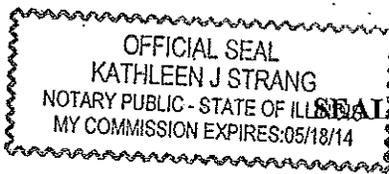
Signature: [Handwritten Signature] Date: 6/28/11

State of IL County of McHenry

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

KATHLEEN J. STRANG
(Name of Person)

[Handwritten Signature]
(Signature of Notary Public)



Partnerships: Furnish full name of all partners.

CONTRACT

THIS AGREEMENT, made and entered into this 7 day, of July 2011 party of the first part, hereinafter referred to as "the Village," and Schroeder Asphalt Services, Inc. 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 Bituminous Pavement Patching Program

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

NOW, THEREFORE, IT IS AGREED:

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

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

A. Plans prepared by the VILLAGE OF VERNON HILLS 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

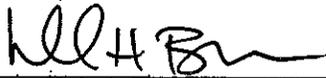
- J. This Instrument
- K. Hold Harmless Agreement
- L. Performance and Payment Bond
- M. Performance Reference Form

- 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



Michael Allison, Village Clerk
David Brown, Director of Public Works

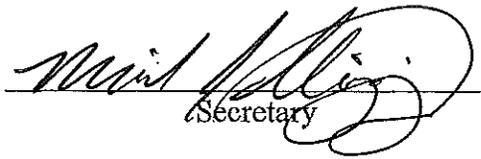


Michael Allison, Village Manager

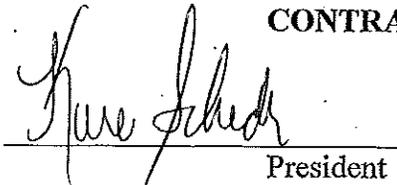
SEAL

ATTEST:

CONTRACTOR



Secretary



President

SEAL

INDEMNIFICATION CLAUSE

Schroeder Asphalt Services, 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 Schroeder Asphalt Services, Inc., or anyone directly or indirectly employed by Schroeder Asphalt Services, Inc., 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 Schroeder Asphalt Services, Inc. under Workers' Compensation Acts, Disability Acts, or other Employee Benefit Acts.

Schroeder Asphalt Services, Inc.
(Company Name)

[Signature]
(President - Signed)

Attest:

[Signature]
(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.

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT THAT _____
Principal, hereinafter called the Contractor, and _____ as Surety,
hereinafter called the Surety, are held and firmly bound into the Village of Vernon Hills,
Illinois, as obligee, hereinafter called the Village, in the amount of 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 Bituminous Pavement Patching Program

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

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

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

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

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

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

SIGNED AND SEALED THIS _____ DAY OF _____, 2011.

IN THE PRESENCE OF:

Witness

(Principal)

(Title)

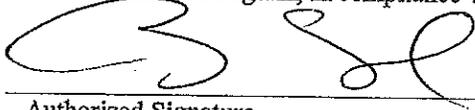
(Surety)

Witness

(Title)

Certification of Substance Abuse Prevention Program

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



Authorized Signature

Vice President

Title

Schroeder Asphalt Services, Inc.

Company

6/28/11

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.....: See Attached

Address.....: _____

City & State.....: _____

Telephone Number.....: _____

Person To Contact.....: _____

Title/Position.....: _____

Company Name.....: _____

Address.....: _____

City & State.....: _____

Telephone Number.....: _____

Person To Contact.....: _____

Title/Position.....: _____

Company Name.....: _____

Address.....: _____

City & State.....: _____

Telephone Number.....: _____

Person To Contact.....: _____

Title/Position.....: _____

SCHROEDER

ASPHALT SERVICES, INC.

P.O. BOX 831
HUNTLEY, IL 60142

PHONE: (815) 923-4380
FAX: (815) 923-4389

JOB REFERENCES

Company: Village of Forest Park
Name: Greenberg Road Improvements
Amount: \$307,958.60
Engineer: Christopher Burke Engineering *OK*
847/823-0500 – James Amelio

Company: City of Warrenville
Name: 4th Street Reconstruction
Amount: \$249,900.93
Engineer: Frank Novotny & Associates, Inc.
630/887-8640

Company: Village of Hanover Park
Name: Astor Avenue Reconstruction
Amount: \$350,209.11
Engineer: Village of Hanover Park *OK*
630/372-4270 – Bill Beckman

Company: Village of Northbrook
Name: West Commuter Parking Lot
Amount: \$232,625.00
Engineer: Village of Northbrook *OK +*
847/272-4711 – Jim Huff

Company: Village of Glenview
Name: 2008 and 2009 MFT Resurfacing
Amount: \$3,280,000.00 and \$1,110,917.00
Engineer: Village of Glenview
847-998-9500 – *Eli Littay Robert Steel*

Company: Village of Streamwood
Name: 2008 AND 2009 MFT Resurfacing
Amount: \$456,759.00 (2008) and \$ 399,298.00 (2009)
Engineer: Village of Streamwood
630-736-3800 - Matt Mann

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT THAT Schroeder Asphalt Services Inc. Principal, hereinafter called the Contractor, and West Bend Mutual Insuranceas 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 \$28,900.00 the Contractor and Surety bind themselves, their heir, executors, administrator, successors, and assigns, jointly and severely, firmly by these presents.

WHEREAS, the Contractor has by written agreement dated July 7, 2011 the Village for:

2011 Bituminous Pavement Patching Program

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

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

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

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

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

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

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

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

SIGNED AND SEALED THIS 12th DAY OF July, 2011.

IN THE PRESENCE OF:

Matt [Signature]
Secretary *Witness*

Schroeder Asphalt Services Inc.

[Signature]
(Principal)
(Title) *President*

West Bend Mutual Insurance Company

(Surety)
Eva Castello
(Title) *Attorney-In-Fact*

Kim S. Meyer
Attorney-In-Fact
Witness

West Bend Mutual

INSURANCE COMPANY • TIME TESTED SINCE 1894

8401 Greenway Blvd. Suite 1100, Middleton, WI 53562

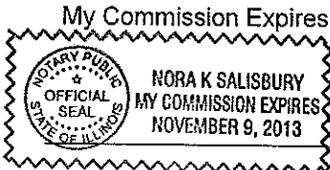
ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Illinois)

ss

County of Boone)

On this 12th day of July, 20 11, before me appeared Eva Castillo to me personally known, who being by me duly sworn, did say that he/she is the aforesaid officer or attorney in fact of the WEST BEND MUTUAL INSURANCE COMPANY, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer (or Attorney-in-Fact), by authority of its Board of Directors; and the aforesaid officer (or Attorney-in-Fact), acknowledged said instrument to be the free act and deed of said corporation.



Nora K. Salisbury
Notary Public
_____, 20 _____
County of Boone, State of Illinois

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.



No. 1273896

Power of Attorney

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Castillo, Eva; Beth, Roger; Meyer, Kim L; Fagan, Jill; Rudnicki, Eugene

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: \$5,000,000

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

Attest

James J. Pauly
Secretary



Kevin A. Steiner
Chief Executive Officer / President

State of Wisconsin
County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



John F. Duwell
Executive Vice President - Chief Legal Officer
Notary Public, Washington Co. WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 12th day of July, 2011



Dale J. Kent
Executive Vice President -
Chief Financial Officer

Notice: Reproductions are not binding on the company. Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.

