VILLAGE OF WHEELING
CONTRACT DOCUMENT

This AGREEMENT is made this 21 day of March, 2016 between and shall be binding upon the Village of Wheeling, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (Maneval Construction) hereinafter to as (the "Contractor") and its successors.

WITNESSETH:

WHEREAS, the Village has heretofore, solicited Bids for all the Work (as defined in the Invitation to Bid described below), collateral and/or incidental Work, and improvements and for the doing of all things included within the hereinafter specified in and related to Contract Documents for **Arlington Club Sanitary Sewer Force Main Repair Project.**

WHEREAS, the Village did on the 5 day of February, 2016, find that Contractor was the lowest responsible bidder for hereinafter specified Work and did award Contractor a contract for said Work.

NOW, THEREFORE, for and in consideration of their mutual promises, covenants, undertaking and agreements, the parties hereto do hereby agree as follows:

Contractor agrees, at his/her own cost and expense, to do all the Work and to furnish all the labor, materials, equipment and other property necessary to perform and complete all the Work, collateral and/or incidental Work and improvements required for and related to the **Arlington Club Sanitary Sewer Force Main Repair Project** all in full accordance with and in compliance with and as required by the hereinafter specified Contract Documents, including any and all Addenda for said Work, and to do, at his/her own cost and expense, all other things required of the Contractor by said Contract Documents (defined hereafter) for said Work.

All Work shall be performed in accordance with applicable laws and government agency regulations and rules; Authorities having jurisdiction; OSHA regulations and rules; Illinois Environmental Protection Agency rules and regulations; and any applicable rules and regulations of the State of Illinois, Lake County and the Village of Wheeling. Furthermore, and as related to the Work, the Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of all public authorities bearing on the safety of persons or property or their protection from damage, injury or loss.

1. This contract shall embrace and include all of the applicable contract documents listed below as if attached hereto or repeated herein:
    a. Specification and Contract Document for Arlington Club Sewer Force Main Repair, consisting of the following:
        i. Cover Sheet
        ii. Table of Contents
        iii. Invitation to Bid on Contract Document Legal Notice
        iv. General Provisions of the Construction Contract
        v. Special Provisions of the Construction Contract
        vi. Bid Proposal Form
        vii. Plans and Specifications

viii. Addenda:

No. _____, dated _____, 20___
No. _____, dated _____, 20___
No. _____, dated _____, 20___
No. _____, dated _____, 20___

ix. Certificate of Eligibility to Enter into Public Contracts

x. Required Performance and Payment Bonds

xi. Required Insurance Certificates

xii. All other Modifications issued after the execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the work issued by the Engineer.

b. The Contractor's Bid Proposal Dated 02/05/2016

c. Required Performance and Payment Bonds and Certificate of Insurance

2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the items, and installation of the same, which are the subject matter of this contract the total sum of $ 756,725.00 paid in accordance with the provisions of the Local Government Prompt Payment Act.

3. The Contractor represents and warrants that it will comply will all applicable Federal, State and local laws concerning prevailing wage rates and all Federal, State and local laws concerning equal employment opportunities.

4. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work on this project within 90 calendar days from the date of the Notice to Proceed. Time is of the essence of this Contract and Contractor agrees to achieve completion within the contract time by all proper and appropriate means including working overtime without additional compensation.

5. Bonds required to guarantee performance and payment for labor and material for this work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Contractor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.

6. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this contract the Village demands that the Contractor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.

7. In executing this Contract, Contractor agrees that it has examined the site of the work and the conditions existing therein, has examined the Contract Documents and taken and compared field measurements and conditions with those Documents.

8. This Contract represents the entire Agreement between the parties and may not be modified without the written approval of both parties.

IN WITNESS WHEREOF, the Village of Wheeling, Illinois by, Village President, and the Contractor have hereunto set their hands this 21 day of March, 2016.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here:

Accepted this 21 day of March, 2016

Individual or Partnership _____ Corporation x

_____ President
By Position/Title

_____ _____
By Position/Title

Maneval Construction
Print Company Name

THE VILLAGE OF WHEELING, ILLINOIS

Accepted this 21 day of March, 2016

Dean S. Argiris
Village President

Attest:

Elaine Simpson
Village Clerk

VILLAGE OF WHEELING, COOK AND LAKE COUNTIES ILLINOIS
CORPORATE SEAL

EXHIBIT "A"
CERTIFICATION UNDER 720 ILCS 5/33E-11

I, Deborah Maneval (name), certify that I am employed as the President (title) of Maneval Const. (company), a Bidder for the contract for the Work described in the Bid to which this certificate is attached, I hereby certify that I am authorized to make this certificate and that I have personal knowledge of the matters certified to herein, and that the company named above is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961.

Maneval Construction
Firm Name

By: Deborah Maneval President
Name/Title

Deborah Maneval President
Signature

SUBSCRIBED AND SWORN to before me this 29 day Feb, 2016.

Kathy Montcalm
Notary Public

"OFFICIAL SEAL"
KATHY MONTCALM
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 06/05/17

EXHIBIT "B"
CONTRACTOR'S CERTIFICATION:
Illinois Department of Revenue - Tax Compliance

Maneval Construction, having submitted a bid/proposal for Arlington Club Force Main, to the Village of Wheeling, hereby certifies that said contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

1. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
2. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: _____
Authorized Agent of Contractor

SUBSCRIBED AND SWORN to before me this 29 day Feb, 2016.

_____
Notary Public

"OFFICIAL SEAL"
KATHY MONTCALM
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 06/05/17

EXHIBIT "C"
CONTRACTOR'S CERTIFICATION:

Sexual Harassment Policy

Maneval Construction, having submitted a bid/proposal for Arlington Club Force Main Repair, to the Village of Wheeling, hereby certifies that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the Contractor and any of its subcontractors shall not engage in any prohibited form of discrimination in employment as defined by the Act. The Contractor further certifies that it and any of its subcontractors shall maintain a policy of equal employment opportunity consistent with the requirements of the Act. The Contractor further certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4). A copy of these policies shall be provided to the Village or Engineer on request.

By: _____
Authorized Agent of Contractor

SUBSCRIBED AND SWORN to before me this 29 day Feb, 2016.

_____
Notary Public

"OFFICIAL SEAL"
KATHY MONTCALM
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 06/05/17

EXHIBIT "D"
CERTIFICATION OF CONTRACTOR c174E
FHA Rules, 49 CFR 382

Maneval Construction hereby certifies that it is in full compliance with the
[Company Name]
Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR 382 et.seq., and that all employee drivers
[name of employee/driver or "all employee drivers"]
is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.

Maneval Construction
[Company Name]

By: _____

Its: President

SUBSCRIBED AND SWORN to before me this 29 day Feb, 2016.

_____
Notary Public

"OFFICIAL SEAL"
KATHY MONTCALM
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 06/05/17

EXHIBIT "E"
PAYROLL CERTIFICATION UNDER 820 ILCS 130/5

I, Deborah Maneval (name), certify under oath that I am employed as the President (title) of Maneval Construction (company), a contractor or subcontractor that has performed work on the Arlington Club Force Ma(name of project) for the Village of Wheeling for the relevant periods set forth in the attached records kept and maintained in conformance with the requirements of Section 5 of the Prevailing Wage Act (820 ILCS 130/5). I hereby certify that I am authorized to make this certificate and that I have personal knowledge of the matters certified to herein, and that the attached payroll records are: (1) true and accurate; (2) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required under the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*); and (3) that I am aware that filing a certified payroll that I know to be false is a Class B misdemeanor.

Maneval Construction
Firm Name

By: Deborah Maneval President
Name/Title

Signature

SUBSCRIBED AND SWORN to before me this 29 day Feb, 2016.

Notary Public