Ordinance No. 90- 29

AN ORDINANCE APPROVING A CONTRACT WITH MERRILL'S CONTRACTORS, INC. AND WAIVING BIDS

WHEREAS, Merrill's Contractors, Inc. has entered into a contract with the Ball-Chatham School District for construction of certain improvements for the school district;

WHEREAS, the Village of Chatham desires certain improvements to College Street which are immediately contiguous to the improvements being constructed for Chatham School District;

WHEREAS, the corporate authorities have determined that if Merrill's Contractors, Inc. performs the College Street improvements in conjunction with the improvements for the school district, the College Street improvements can be quickly and expeditiously carried out;

WHEREAS, pursuant to Section 8-9-1 of the Illinois Municipal Code, a construction contract may be entered into without advertising for bids if authorized by vote of 2/3 of the trustees then holding office.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, ILLINOIS, AS FOLLOWS:

SECTION 1. A contract with Merrill's Contractors, Inc. in the contract amount of \$18,464.00 for improvements to College Street in the Village of Chatham, a copy of which is attached hereto as Exhibit A, is hereby approved.

SECTION 2. The President and Clerk of the Village are hereby authorized and directed to execute and attest such contract on behalf of the Village, and the proper officers of the Village are authorized and directed to perform the contract according to its terms.

<u>SECTION 3.</u> Bids are hereby waived for the College Street improvement project.

SECTION 4. This ordinance shall be effective upon its passage by affirmative vote of 2/3 of the trustees of the Village of Chatham then holding office.

Carl Oblinger, VILLAGE PRESIDENT

ATTEST: se Village Clerk

AYES: NAYS: ABSPAT PASSED: 1/24/90 APPROVED: 7/24/40

CONTRACT DOCUMENTS AND SPECIFICATIONS

VILLAGE OF CHATHAM

COLLEGE STREET REHABILITATION PLAN

JULY 1990

PREPARED BY:

GREENE & BRADFORD, INC. 1305 WABASH AVENUE, SUITE G SPRINGFIELD, ILLINOIS 62704

(217 - 793 - 8844)

PROJECT NO. 90-027

EXHIBIT .

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SECTION I

CONTRACT

DOCUMENTS

SPECIAL PROVISIONS

101. <u>Standard Specifications</u>

This section shall be constructed in accordance with the Plans and the Standard Specifications for Road and Bridge Construction adopted July 1, 1988.

102. P.C.C. Sidewalk Removal & Replacement

This work shall consist of the removal and replacement of the P.C.C. sidewalk at the locations shown in the Plans and shall be done in accordance with the applicable portions of Section 617 and 624 of the Standard Specifications for Road and Bridge Construction.

The P.C.C. Sidewalk Removal & Replacement will be measured for payment in square feet of surface.

The work will be paid for at the contract unit price per SQUARE FOOT for P.C.C. SIDEWALK REMOVAL & REPLACEMENT.

PROPOSAL

TO THE OWNER, The Village of Chatham

1. Proposal of Merrill's Contractors, Inc., 1900 Truman Road Springfield, Illinois 62703

for the WORK, designated in Paragraph 2 below, for the construction of:

storm sewers, earth excavation, gutters, sidewalk, bituminous base and surface course and other incidental work.

2. The Plans for the proposed WORK are those prepared by:

Greene & Bradford, Inc. 1305 Wabash Avenue, Suite G Springfield, Illinois 62704 (217-793-8844)

which Plans are designated as:

Village of Chatham - College Street Rehabilitation Plan

and which cover the WORK described in Paragraph 1 above.

The specifications herein referred to are the "Standard Specifications for Road and Bridge Construction" Adopted July 1, 1988 by the Illinois Department of Transportation and the "Supplemental Specifications and Recurring Special Provisions" Adopted July 1, 1988 by the Illinois Departmnet of Transportation.

3. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein, and that the proposal is made without collusion with any other person, firm or corporation.

4. The undersigned further declares that he has carefully examined the Proposal, Plans, Specifications, form of CONTRACT and Contract Bond, and the Special Provisions (if any), and that he has inspected in detail the site of the proposed WORK, and that he has familiarized himself with all of the local conditions affecting the CONTRACT and the detailed requirements of construction, and understands that in making this Proposal he waives all right to plead any misunderstanding regarding the same. 5. The undersigned further understands and agrees that if this Proposal is accepted he is to furnish and provide all necessary machinery, tools apparatus, and other means of construction, and to do all of the WORK, and to furnish all of the materials specified in the CONTRACT, except such materials as are to be furnished by the OWNER, in the manner and at the time herein prescribed, and in accordance with the requirements therein set forth.

6. The undersigned declares that he understands that the quantities mentioned are approximate only and that they are subject to increase or decrease; that he will take in full payment therefore the amount and the summation of the actual quantities as finally determined, multiplied by the unit prices shown in the Schedule of Prices contained herein.

7. The undersigned further agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum, and for use in computing the values of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices the latter shall apply.

8. The undersigned further agrees that if the OWNER declares to extend or shorten the WORK, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provided in the specifications, he will perform the WORK as altered, increased or decreased, at the CONTRACT unit prices.

9. The undersigned further agrees that the ENGINEER may at any time during the progress of the WORK covered by this CONTRACT order other work or materials incidental thereto and that all such work and materials as do not appear in the proposal or CONTRACT as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this CONTRACT, shall be performed as extra work, per Article 101.15 of the specifications, and compensation shall be paid in accordance with Article 109.04 of the specifications.

10. The undersigned further agrees to execute a CONTRACT for this WORK and present the same to the OWNER within ten (10) days after receipt of the Notice of Award of the CONTRACT by him.

11. The undersigned further agrees that he and his surety will execute and present within ten (10) days after the receipt of the Notice of Award, a Contract Bond satisfactory to and in the form prescribed by the OWNER, in the penal sum of the full amount of the CONTRACT, guaranteeing the faithful performance of the WORK in accordance with the terms of the Contract.

The undersigned further agrees to begin WORK not later 12. than the date specified in the Notice to Proceed, and to prosecute the WORK in such manner and with sufficient materials, equipment, and labor as will insure its completion within the Contract Time specified herein, it being understood and agreed that the completion within the Contract Time is an essential part of the contract. The undersigned agrees to complete the WORK within fifteen (15) calender days after the date specified in the Notice to Proceed, unless additional time shall be granted by the ENGINEER in accordance with the provisions of the Specifications. Πn case of failure to complete the WORK within the time named herein, or within such extra time as may have been allowed by extensions, the undersigned agrees that the OWNER, shall withhold, from such sums as may be due him under the terms of this CONTRACT, the costs set forth in the Specifications, which costs shall be considered and treated not as a penalty but as damages due the OWNER form the undersigned by reason of inconvenience to the OWNER, added cost of engineering and supervision, maintenance of detours, and other items which have caused an expenditure of the OWNER's funds resulting from the failure of the undersigned to complete the WORK within the Contract Time.

13. Accompanying this Proposal is a Proposal Guaranty complying with the requirements of the specifications, made payable to:

A PROPOSAL GUARANTY IS NOT REQUIRED FOR THIS PROPOSAL

The amount of the Proposal Guaranty is: A PROPOSAL GUARANTY IS NOT REQUIRED FOR THIS PROPOSAL

(\$

If this proposal is accepted and the undersigned shall fail to execute a CONTRACT and Contract Bond as required herein, it is hereby agreed that the amount of the Proposal Guaranty substituted in lieu thereof, shall become the property of the OWNER, and shall be considered as payment of damages due to delay and other causes suffered by the OWNER because of the failure to execute said CONTRACT and Contract Bond; otherwise said Proposal Guaranty shall be returned to the undersigned.

ATTACH PROPOSAL GUARANTY HERE

14. The undersigned submits herewith his Schedule of Prices covering the work to be performed under this CONTRACT; he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work, that the extensions must be made by him, and that if not so done his proposal may be rejected as irregular.

SCHEDULE OF PRICES

College Street Rehabilitation Plan

Iten No.	Description	Estimate Quantity	d	Unit Price (Dollars & Cents)	Total (Dollars & Cents)
	A	lternate	A		
l.	EARTH EXCAVATION	254	c.y.	\$11.64	\$2956.56
2.	BIT. CONC. BASE COURSE (5")	456	s.Y.	\$8.93	\$4072.08
3.	BITUMINOUS CONCRETE SURFACE COURSE, MIXTURE C, CLASS I, TYPE 2 (2")	53	TONS	\$39.76	\$2107.28
4.	P.C.C. SIDEWALK (4")	640	S.F.	\$2.25	\$1440.00
5.	P.C.C. SIDEWALK REMOVAL & REPLACEMENT	52	S.F.	\$3.13	\$162.76
6.	COMBINATION CURB & GUTTER B-6	5.24 278	L.F.	\$11.48	\$3191.44
7.	INLET, TYPE A	1	EACH	\$201.19	\$201.19
8.	FRAME & CLOSED LID, TYPE 1	1	EACH	\$251.51	\$251.51
9.	FRAME & GRATE, TYPE 3	2	EACH	\$342.44	\$684.88
10.	12" R.C.C.P. STORM SEWER	54	L.F.	\$22.30	\$1204.20
11.	12" P.R.C. FLARED END SECTION	1	EACH	\$245.50	\$245.50
12.	INLET SPECIAL, 5' DIA.	1	EACH	\$1137.50	\$1137.50
13.	TREE REMOVAL (6 TO 15 IN. DIA	A.) 24	I.D.	\$18.40	\$441.60
14.	AGGREGATE SURFACE COURSE, TYP	PE B 21	TONS	\$367.50	\$367.50
Bid	ders Proposal* for making Enti	re Improv	vemen	ts:	
			TOTA	l \$	18464.00
*Co	ntract Price or Amount after (Contract :	is Ex	ecuted.	
Thi	s Proposal is based on Addenda	a No(s).			

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(If an Individual)	Signature of Bidder _	(SEAL)
	Business Address:	,
	===========================	
(If a Partnership)	Firm Name	(S E A L)
	Signed by	
	Business Address:	
(Insert names and addresses of all		
partners of the firm)	·	
=======================================		
(If a Corporation)	Corporate Name	
	Signed ByP	
		resident
	Business Address:	
(SEAL)		
		·····
Attest:		
Secreta	ry	
******************		=======================================

CONTRACT BOND
KNOWN ALL MEN BY THESE PRESENTS, That we
as Principal, and
a corporation organized
and existing under the laws of the State of with
authority to do business in the State of Illinois as surety, are
held and firmly bound unto the
Owner's Name and Address
State of Illinois, in the penal sum of
Dollars (\$), lawful money of the United
States, well and truly to be paid unto said
, for the payment of which we bind
ourselves, our heirs, executors, administrators, successcors,
and assigns, jointly, severally, and firmly by these presents.
THE CONDITION OF THE FOREGOING OBLIGATIONS IS SUCH that
whereas, the said Principal has entered into a written contract
with the Owner which is and
act through for the
construction if the work designated as

which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall insure to the benefit of any person, firm, company or corporation, to whom any money may

CONTRACT BOND

꺱便류횪퉈롆**옥복쑫속쑫쑫뽇ඵ钓ůżů 한 한 학본 피**고 귀경이 프로그램에 퍼져져진 또한드라 또는 발생 다더 귀조 또 또 분분 날 드라 귀했다.

be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money.

CONTRACT BOND	
	2 22 32 32 32

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the aforesaid owner and its or his agents, harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

Approved this d	ay of IN WITNESS WHEREOF We have
, A.D.,	19 duly executed the foregoing
(Governing Board of Owne	Dbligation this day of A.D., 19
By Title	(Seal)
Attest:	(Seal)
For(Owner's Name)	Partners doing business under the firm name of
By(Clerk or Notary Publ	ic)
MUNICIPAL OR CORPORATIC SE	
State of	
County of	BY(Seal) Attorney in Fact.
I,	, Notary Public in and for
said County, in the State	aforesaid, do hereby certify that, who are each

CONTRACT BOND

personally known to me to be copartners in the partnership firm doing business under the name and style of ________, and also personally known to me to be the same persons who signed the above and foregoing instrument as the Principal therein, appeared before me this day in person and acknowledged that they, as such partners in said firm, signed for the said co-partnership, the above and foregoing instruments as and for the free and voluntary act of the said co-partnership firm for the uses and purposes therein set forth. Given under my hand and notarial seal, this _______.

Notary Public

CONTRACT BOND

		و سے محد کے غلاد سنا ہے ج					
Stat	e of			· · · · · · · · · · · · · · · · · · ·			
County of						<u></u>	SS.
	I, _						a Notary Public in and
for	said	county,	in	the	State	aforesaid,	do hereby certify that

Given under my hand and notarial seal, this _____ day of _____ A.D. 19____.

Notary Public

CONTRACT

1. THIS AGREEMENT, made and concluded this ______ day of ______, 19____, between the VILLAGE OF CHATHAM acting by and through the VILLAGE BOARD known as the party of the first part, and

MERRIL'S CONTRACTORS INC.

his/their executors, administrators, successors or assigns, known as the party of the second part.

2. WITNESSETH: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the WORK, furnish all materials and all labor necessary to complete the WORK in accordance with the Plans and Specifications hereinafter described and in full compliance with all of the plans of this agreement and the requirements of the ENGINEER under it.

3. And it is also understood and agreed that the Special Provisions, Proposal and Contract Bond hereto attached, and the Plans for

Village of Chatham - College Street Rehabilitation Plan

are all essential documents of this CONTRACT and are a part hereof.

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4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

For the OWNER Party of the First Part

	By(Title)
For the CONTRACTOR Party of the Second Part	(If a Corporation)
Corporate Name	
	By
Attest:	President Party of the Second Part
ALLESL.	(If a Co-Partnership)
Clerk or Notary Public	(Seal)
	(Seal)
Secretary (Corporate Seal)	(Seal)

NOTICE OF AWARD

To:<u>Merrill's Contractors, Inc.</u>

1900 East Truman Road

Springfield, IL 62703

Project Description: College Street Rehabilitation Plan

The OWNER has considered the Proposal/Bid submitted by you for the above described WORK in response to its Notice to Bidders dated $\frac{N/A}{2}$, 19____.

You are required has the required CONTRACTOR'S Contract Bond CONTRACT and furnish the required CONTRACTOR'S Contract Bond and Certificates of Insurance within ten (10) calendar days form the date of this Notice to you.

If you fail to execute said CONTRACT and to furnish said Bond within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your Proposal/Bid as abandoned and as a forfeiture of your Proposal Guaranty. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

Dated this <u>30th</u> day of <u>July</u>, 19<u>90</u>.

Village of Chatham OWNER

By:_____

Title: President

ACCEPTANCE OF NOTICE

Recei	ipt (of	the	above	Notic	e of	Award	is	hereby	acknowledged	
by:								·		·····	
this	the				(day	of			_, 19	
Ву:											
Title	e:						•				

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NOTICE TO PROCEED

To: <u>Merrill's Contractors, Inc.</u>	Date: July 30, 1990
1990 E. Truman Road	
Springfield, IL 62703	Rehabilitation Plan
You are hereby notified to commenc August 6 , 19 90 , in ac	-
dated, 19 <u>90</u>	_, and you are to complete
the WORK within28 consec	utive calendar days
thereafter. The date of completio	n of all work is therefore
<u>September 3</u> , 19 <u>90</u> .	••

Village of Chatham OWNER

By:_____

Title: President

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed

is hereby acknowledged by:

this		day	of			•
19	•					
Ву:				· · · · · · · · · · · · · · · · · · ·		
Title	e:				· · · · · · · · · · · · · · · · · · ·	

	Order No.:	
	Agreement Dat	e:
NAME OF PROJECT:	,, · · · · · · · · · · · · · · · · · ·	
OWNER:		
CONTRACTOR :		
The following changes are	hereby made to th	e CONTRACT document
ENGINEER: The following changes are Description: Attachments:	hereby made to th	e CONTRACT document
The following changes are Description:	hereby made to th	e CONTRACT document
The following changes are Description: Attachments:	- 	\$
The following changes are Description: Attachments: Change to CONTRACT price: Current CONTRACT Price	e Order No:	\$

The Contract time will be increased / decreased by

_____ calendar days.

Contract Time due to this Change Order will be:_____

Approvals Required:

CONTRACTOR

OWNER

ENGINEER

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SECTION I

GENERAL

CONDITIONS

GENERAL CONDITIONS

201. <u>General</u>

All general Conditions shall comply with all applicable portions of Section 100 - General Requirements and Covenants as described in the Standard Specifications for Road and Bridge Construction, adopted July 1, 1988 by the Illinois Department of Transportation.

SECTION I

SPECIAL

CONDITIONS

SPECIAL CONDITIONS

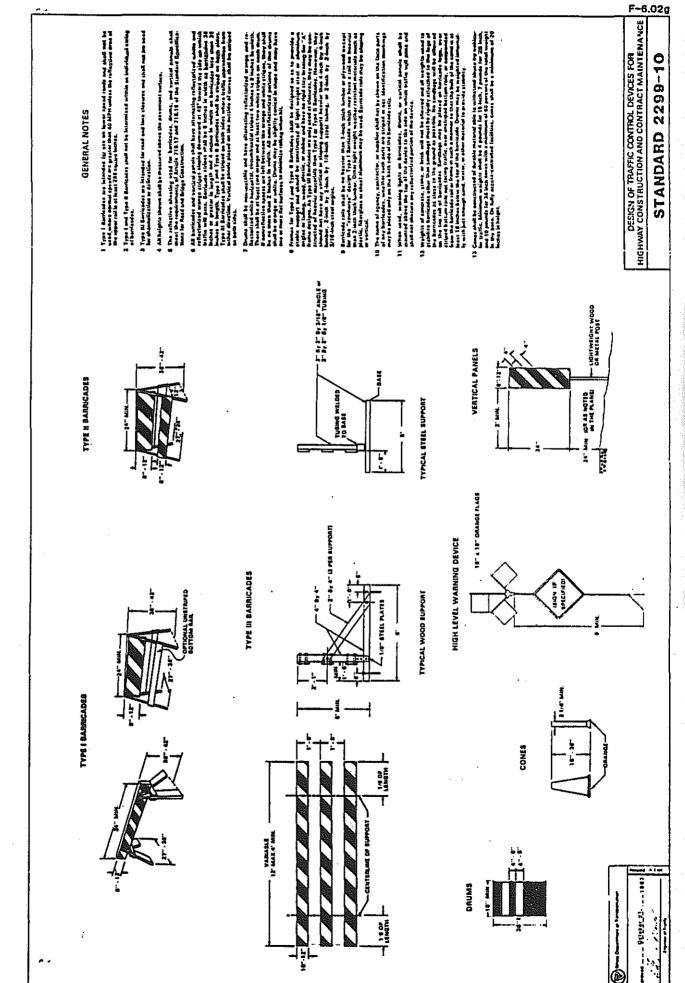
301. <u>Time for Completion</u>

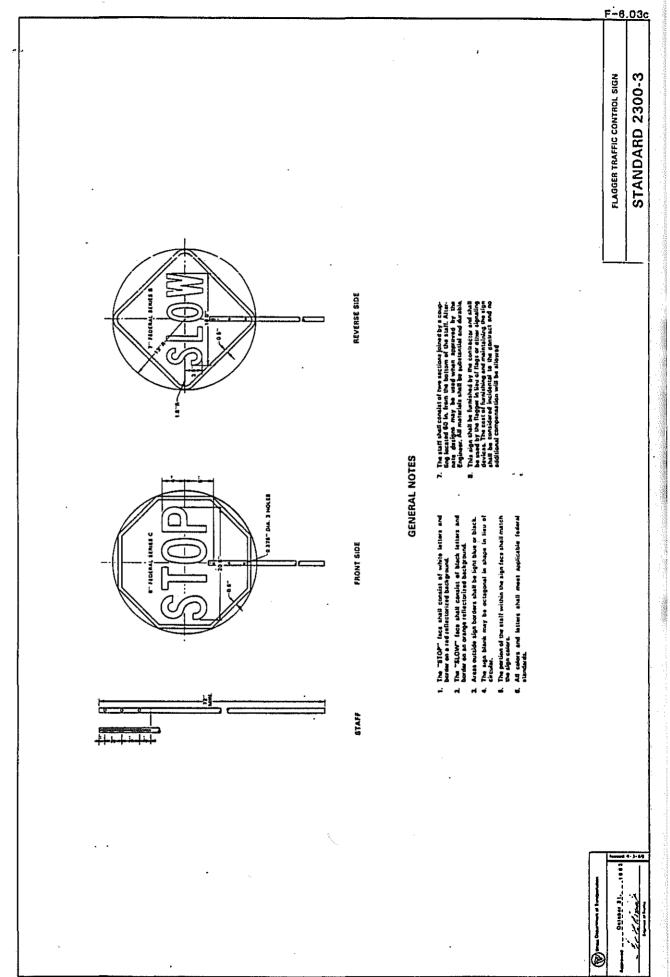
The WORK which the CONTRACTOR is required to perform under this CONTRACT shall be commenced at the time stipulated by the OWNER in the Notice to Proceed to the CONTRACTOR and shall be fully completed as stipulated in the Notice to Proceed.

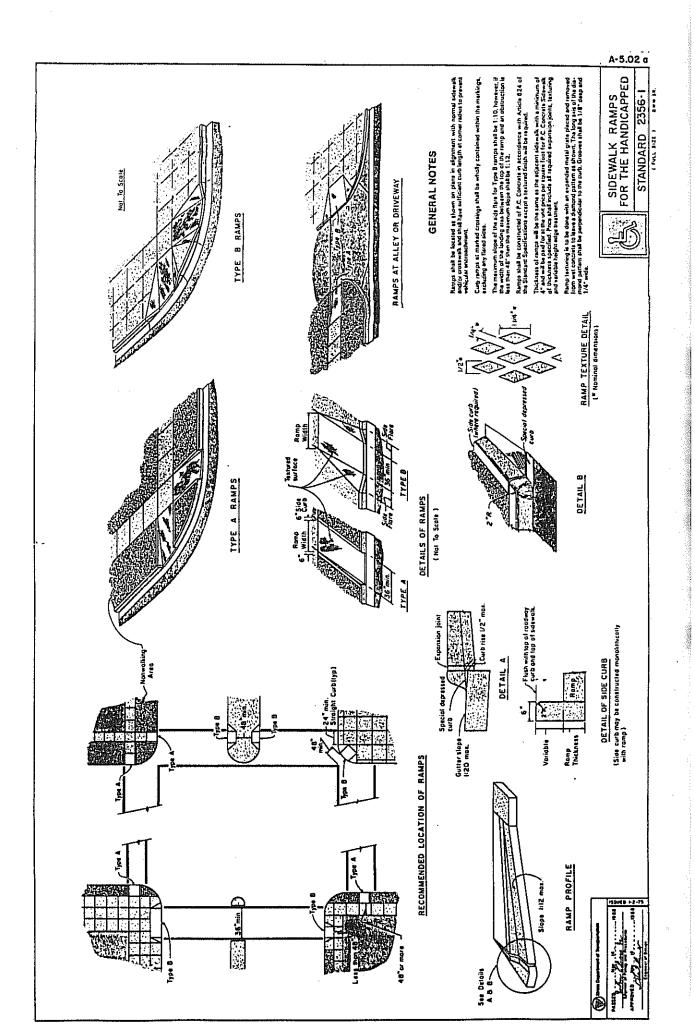
302. Standard Details

The following Standard Details adopted by the Illinois Department of Transportation shall be applicable to this CONTRACT:

> Standard Detail No. 2299-10 2300-3 2356-1







SECTION IV

TECHNICAL

•

SPECIFICATIONS

TECHNICAL SPECIFICATIONS

401. Standard Specifications

All work to be performed and all material to be supplied for this project shall be in accordance to the applicable sections within the following specifications:

- A) Standard Specifications for Road and Bridge Construction, adopted July 1, 1988 by the Illinois Department of Transportation.
- B) Supplemental Specifications and Recurring Special Provisions, adopted July 1, 1988 by the Illinois Department of Transportation.