### Ordinance No. 91-54

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

**SECTION 1:** The bid of Sankey Brothers, Inc. for construction of the County Road Storm Sewer Project, which bid is in the amount of \$46,181.45, is hereby approved.

**SECTION 2:** The President is authorized and directed to sign, the Clerk is authorized and directed to attest, and the proper officers of the Village are authorized and directed to carry out the terms of the contract between the Village and Sankey Brothers, Inc., attached hereto as Exhibit "A".

**SECTION 3:** This Ordinance is effective immediately. PASSED this /2 day of NOUEMBER, 1991.

CARL OBLINGER, VILLAGE PRESIDENT

ATTEST:

Village Clerk

AYES: NAYS: PASSED: <u>//-/z -9/</u> APPROVED: <u>//-/z - 9/</u> 0 ABSENT:

#### ORDINANCE CERTIFICATE

STATE OF ILLINOIS ) ) SS. COUNTY OF SANGAMON )

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Chatham, Sangamon County, Illinois.

I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No.  $91-\underline{54}$ , adopted by the President and Board of Trustees of said Village on the <u>/2</u> day of <u>NOUEMBER</u>, 1991, said Ordinance being entitled:

I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Village, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Village this  $\frac{12}{12}$  day of  $\underline{NOUEMBER}$ , 1991.

## CONTRACT DOCUMENTS AND SPECIFICATIONS

## VILLAGE OF CHATHAM

## COUNTY ROAD STORM SEWER ADDENDUM #1 SOUTH GRAND AVENUE STORM SEWER

## OCTOBER 1991

#### PREPARED BY:

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

(217 - 793 - 8844)

PROJECT NO. 91-186

A .... A

#### INVITATION FOR BIDS

Village of Chatham 116 East Mulberry Chatham, IL 62629

Separate sealed BIDS for the construction of the County Road Storm Sewer and Addendum #1 South Grand Avenue Storm Sewer consisting of 15 inch storm sewers, manholes, pipe culverts and other incidental work will be received by the Village of Chatham at the office of Greene & Bradford, Inc., 1305 Wabash Avenue, Suite G, Springfield, IL 62704 until 2:00 p.m. prevailing time October 22, 1991, and then at said office publicly opened and read aloud.

Copies of the CONTRACT DOCUMENTS may be obtained at the office of Greene & Bradford, Inc., 1305 Wabash Avenue, Suite G, Springfield, IL 62704.

The Village of Chatham reserves the right to reject any or all bids, any or all bid items, or waive any informalities in the bidding.

1

Date: October 8, 1991

Owner: Village of Chatham

#### NOTICE TO BIDDERS

1. Time and Place of Opening Bids.

Sealed proposals for the work described herein will be received at the office of Greene and Bradford, Inc., 1305 Wabash, Suite G, Springfield, IL until 2:00 p.m. prevailing time on October 22, 1991 and at that time publicly opened and read.

2. Description of Work.

The proposed work is officially known as County Road Storm Sewer and Addendum #1 South Grand Avenue Storm Sewer and is further described as 15 inch storm sewer, manholes, pipe culverts, aggregate surface course and other incidental work necessary to complete the project.

3. Method of Payment.

Cash.

4. Instructions to Bidders.

Plans and Proposal forms may be obtained from Greene & Bradford, Inc., 1305 Wabash Avenue, Suite G, Springfield, IL 62704.

5. Rejection of Bids.

The OWNER reserves the right to waive technicalities or to reject any or all proposals.

Date: October 8, 1991 Owner: Village of Chatham

#### INSTRUCTION TO BIDDERS

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#### SPECIAL PROVISIONS

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

#### SWALE CONSTRUCTION

This work shall be done in accordance with the applicable portions of Section 202 of the Standard Specifications for Road and Bridge Construction and as shown on the plans to provide drainage to the inlets.

This work will not be paid for separately but shall be considered incidental to the contract.

#### TRAFFIC CONTROL

The Contractor will be required to schedule his operations such that all residents will be provided one lane of all weather access to their residences at all times.

Special attention is called to Article 107-09 and 107-14 of the Standards Specifications and Highway Standards 2298, 2299, 2300, and BLR 21 relating to Traffic Control.

All costs incurred to comply with this special provision will not be paid for separately but shall be considered incidental to the contract.

#### COOPERATION WITH UTILITIES

The Contractor shall notify all utility companies in the area to aid locating their underground services. In the event of a break in an existing water main, gas main, sewer or underground cable, he shall immediately notify the of responsible official the organization operating the utility interrupted. The Contractor shall lend all possible assistance in restoring services and shall assume all costs, charges, or claims connected with the interruption and repair of such services if the locations of said utility were marked by the utility prior to excavation.

#### J.U.L.I.E. SYSTEM

The toll free number for Joint Utility Locations Information for Excavators is 1-(800)-892-0123.

#### EXISTING PIPE CULVERTS

The existing pipe culverts shall be removed in accordance with the applicable portions of Section 501 of the Standard Specifications for Road and Bridge Construction. All culvert pipe considered reusable by the Engineer shall be stockpiled at the Village of Chatham's Maintenance Yard.

This work will not be paid for separately but shall be considered incidental to the contract.

#### UTILITY SERVICE LINES

The Contractor will be required to repair and/or adjust all utility service lines encountered during construction of the project.

This work will not be paid for separately but shall be considered as incidental to the contract.

#### STORM SEWERS - 15" R.C.C.P.

This work shall be done in accordance with Section 603 of the Standard Specifications.

PVC Corrugated Sewer Pipe with a smooth interior conforming to the requirements of ASTM F949-86a manufactured by Extrusion Technologies, Inc. Ultra-Rib pipe, or equal, are acceptable for storm sewer of all types except Type 1.

If the Contractor chooses to use PVC Pipe, he shall backfill to a height 6" above the top of pipe with trench backfill. All costs incurred for the extra trench backfill for PVC Pipe shall be considered incidental to the storm sewers.

#### SIDEWALK REMOVAL AND REPLACEMENT

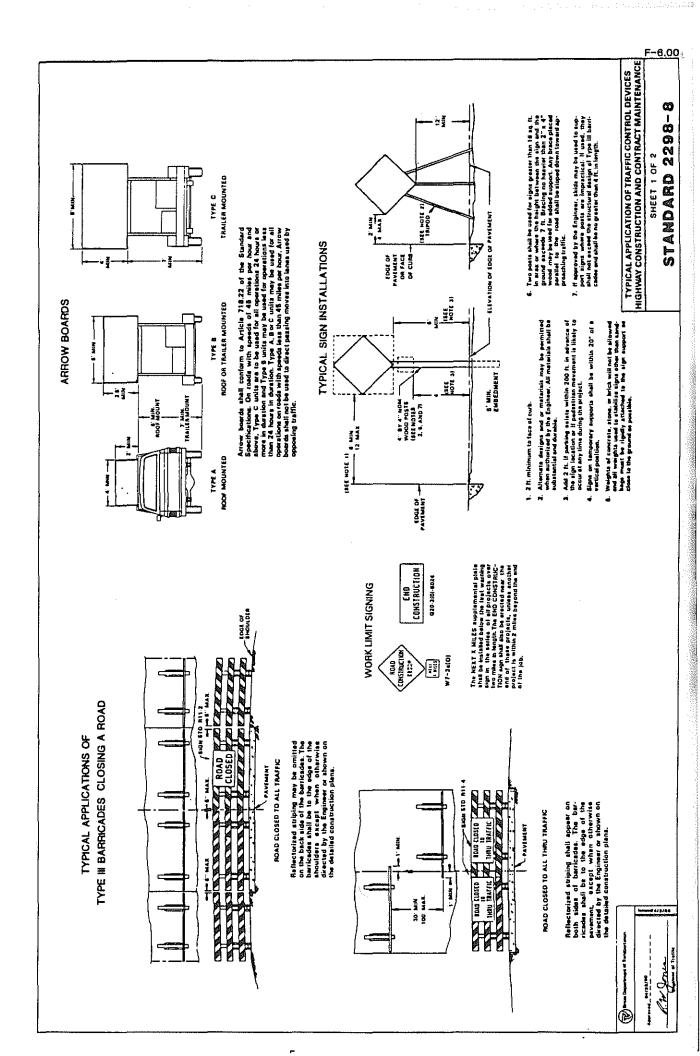
This work shall be done in accordance with Sections 617 and 624 of the Standard Specifications.

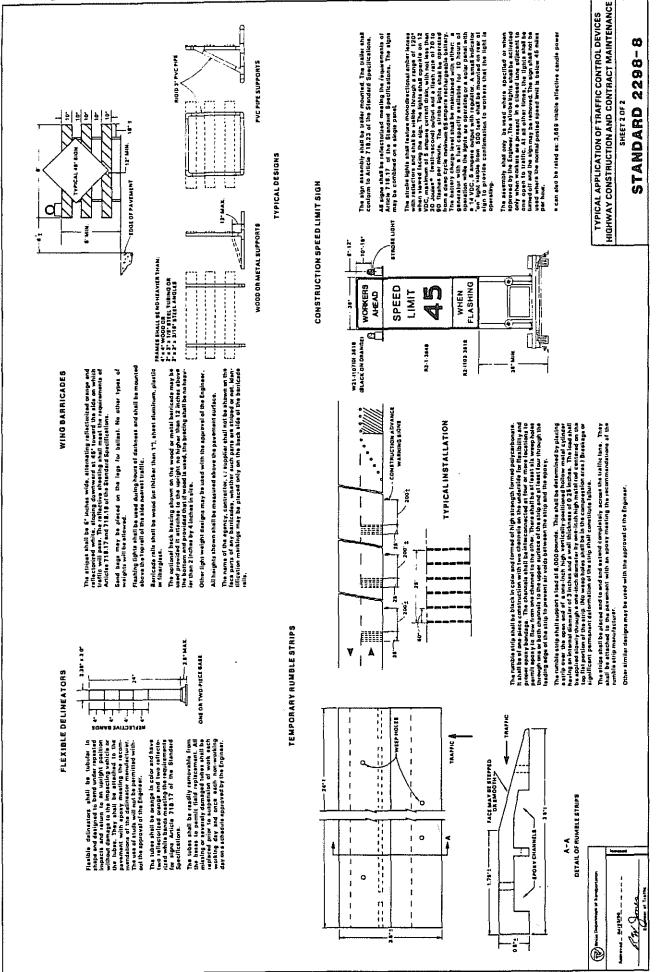
All costs incurred to remove the existing sidewalk and construction of 4" P.C.C. sidewalk shall be included in the contract unit price for storm sewer.

#### JETTING

The Contractor shall jet all trenches following installation of the storm sewer and prior to pipe culvert installation. Following jetting of the trenches, the Contractor shall grade the ditches to the grades shown on the plans.

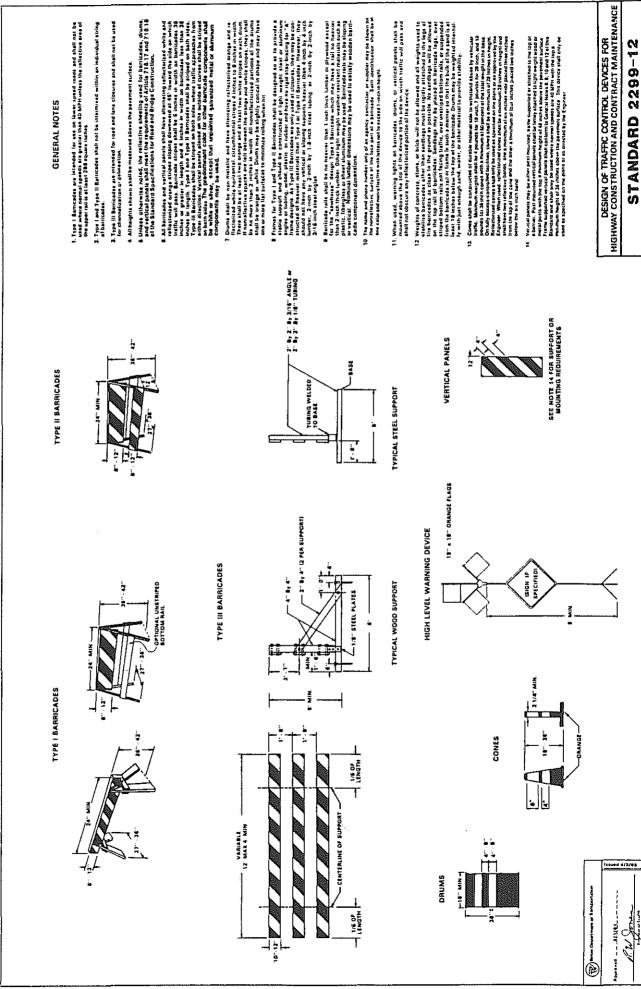
This work will not be paid for separately but shall be considered incidental to the Contract.



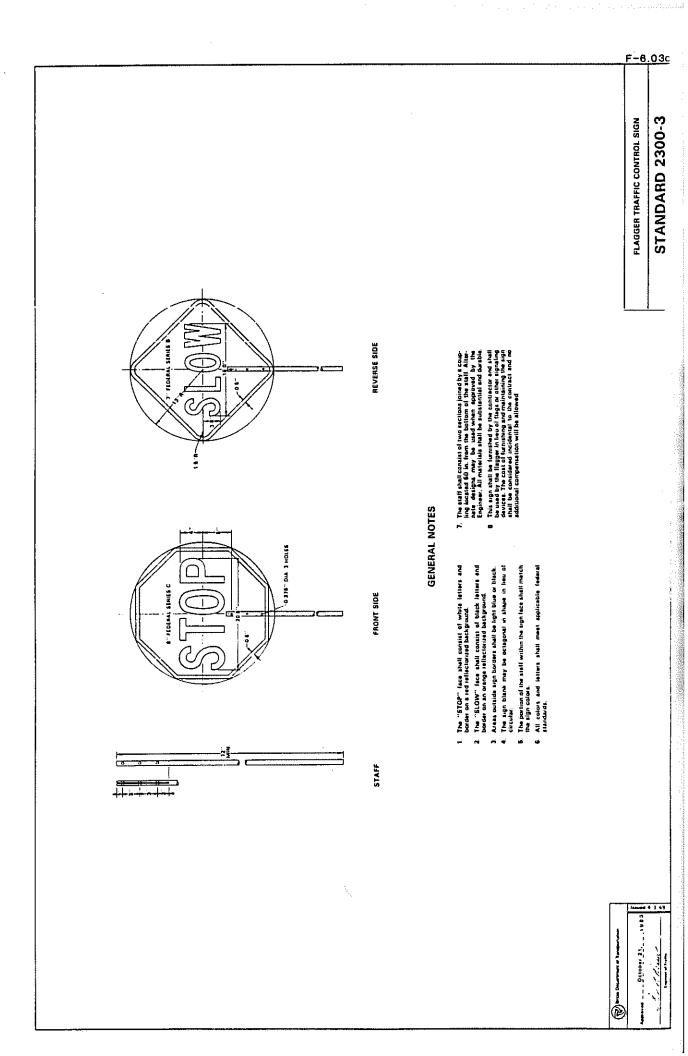


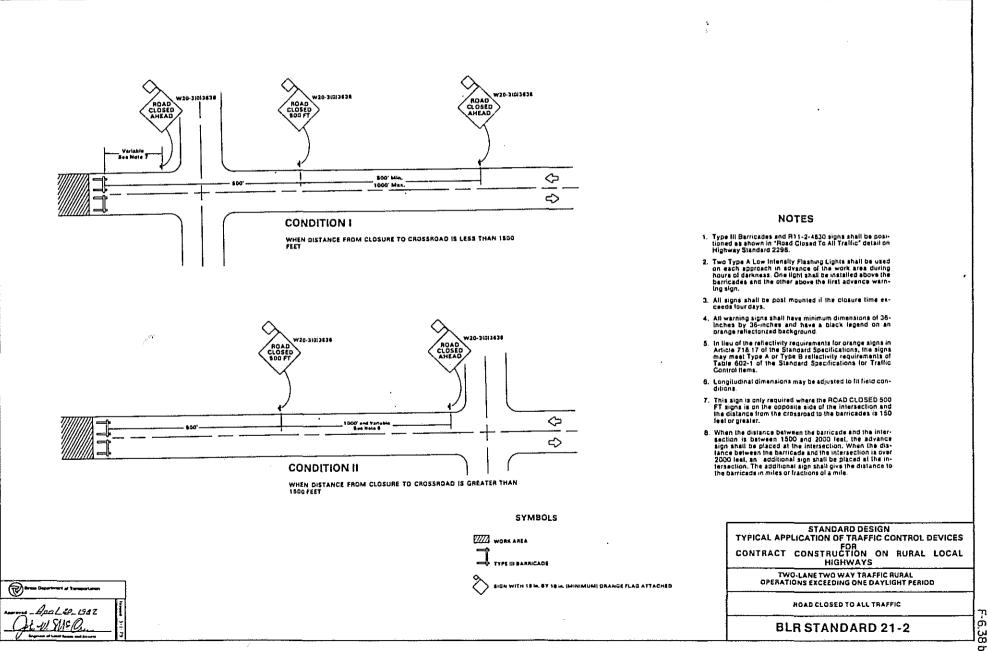
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TO	THE	OWNER,	The	Village	of	Chatham	
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1. Proposal of \_\_\_\_

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

storm sewers, manholes, pipe culverts, aggregate 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:

County Road Storm Sewer Addendum #1 South Grand Avenue Storm Sewer

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 and the "Supplemental Specifications and Recurring Special Provisions" Adopted June 2, 1990.

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 fifteen (15) 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 fifteen (15) 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 thirty (30) calendar 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. In 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 from 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:

The amount of the Proposal Guaranty is:

#### A PROPOSAL GUARANTY IS NOT REQUIRED

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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 County Road Storm Sewer Addendum #1 South Grand Avenue Storm Sewer

Iter	n Description	Quantity	Unit	Unit Cost Total Cost
1.	Trench Backfill	214	C.Y. \$	\$\$
2.	Agg. Surf. Cse. Ty. A	106	TONS	
3.	Storm Sew. Ty. 2, R.C.C. Storm Drain & Sewer Pipe l	5" 1263	L.F.	
4.	Manholes, Ty. A, 4' Dia.	5	EACH	
5.	Inlets, Ty. A	1	EACH	
	Grates, Neenah 12-4341-A Ditch Grate, Stool Type	2	EACH	
7.	Type 8 Grate	4	EACH	
8.	Pipe Culverts, Ty. 1 15"	120	L.F.	

Bidder's Proposal for Making Entire Improvements:

TOTAL \$\_\_\_\_\_

This Proposal is based on the following Addenda:

(If an Individual)	Signature of Bidder
•	Business Address:
	······································
*===***************	***************************************
(If a Deutroughin)	(SEAL)
(II a Partnership)	Firm Name
	Signed by
	Business Address:
(Insert names and	
addresses of all partners of the firm)	
	***************************************
	Corporate Name
	Signed By President
	Business Address:
(SEAL)	
Attest:Secretar	
	=======================================

(SEAL)

# 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

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 Notice to Contractors, Special Provisions, Proposal and Contract Bond hereto attached, and the Plans for

County Road Storm Sewer Addendum #1 South Grand Avenue Storm Sewer

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

(Title)
(11010)
(If a Corporation)
President
Party of the Second Part
(If a Co-Partnership)
(Seal)
(Seal)
(Seal)
-

CONTRACT BOND
KNOW ALL MEN BY THESE PRESENTS, That we
a co-partnership, of
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, successors,
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
of 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 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.

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 day of	IN WITNESS WHEREOF We have
,A.D., 19	duly executed the foregoing
	Obligation this day
(Governing Board of Owner)	of,A.D., 19
By Title	
Title	(SEAL)
Attest:	(SEAL)
	(SEAL)
For(Owner's Name)	Partners doing business under the firm name of
By (Clerk or Notary Public)	
MUNICIPAL OR CORPORATIC SEAL	(SEAL)
	Surety(SEAL)
State of	By(SEAL) Attorney in Fact
County ofss.	By(SEAL) Attorney in Fact
I,, Not	ary Public in and for said
county, in the State aforesaid, d	o hereby certify that
who are each personally known to partnership firm doing business u	nder the name and style of
personally known to me to be the above and foregoing instrument as appeared before me this day in pe they, as such partners in said fi co-partnership, the above and for the free and voluntary act of the for the uses and purposes therein	the Principal therein, erson and acknowledged that rm, signed for the said egoing instrument as and for said co-partnership firm
Given under my hand and notarial	seal, this day
of, A.D. 19	

Notary Public

State of \_\_\_\_\_\_ss.

I, \_\_\_\_\_\_, a Notary Public in and for said county, in the State aforesaid, do hereby certify that \_\_\_\_\_\_\_, who is personally known to me to be the same person who signed the above and foregoing instrument as the Attorney in Fact for \_\_\_\_\_\_\_\_ thereto, as his Principal, and his own name as the Attorney in Fact, as the free and voluntary act of his said Principal for the uses and purposes therein set forth, and that he executed the said instrument under the autority given him by his said Principal.

Given under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_.

Notary Public

## NOTICE OF AWARD

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State State State State State

To:
Project Description:
The OWNER has considered the Proposal/Bid submitted by you for the above described WORK in response to its Notice to Bidders dated, 19
You are hereby notified that your Proposal/Bid has been accepted for items in the amount of \$ or at the Proposal Unit Prices.
You are required by the Notice to Bidders to execute the CONTRACT and furnish the required CONTRACTOR'S Contract Bond and Certificates of Insurance within fifteen (15) calendar days form the date of this Notice to you.
If you fail to execute said CONTRACT and to furnish said Bond within fifteen (15) 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 day of, 19
OWNER
By:
Title:
ACCEPTANCE OF NOTICE
Receipt of the above Notice of Award is hereby acknowledged
by:
this the, 19
By:

- -

Title:\_\_\_\_\_

NOTICE TO PRO	CEED ===================================
То:	Date:
	Project:
You are hereby notified to commence	WORK by
, 19, in acc	ordance with the CONTRACT
dated, 19	, and you are to complete
the WORK within consecu	tive calendar days
thereafter. The date of completion	of all work is therefore
, 19	
	OWNER
	OWNER By:
	Ву:
ACCEPTANCE OF NOTICE	Ву:
ACCEPTANCE OF NOTICE Receipt of the above Notice to Proc	By: Title:
	By: Title:
Receipt of the above Notice to Proc is hereby acknowledged by:	By: Title:
Receipt of the above Notice to Proc	By: Title:
Receipt of the above Notice to Proc is hereby acknowledged by:	By: Title:
Receipt of the above Notice to Proc is hereby acknowledged by: 	By: Title: eed

CHAN(	GE ORDER
	Order No.:
	Date:
	Agreement Date:
NAME OF PROJECT:	
OWNER:	
CONTRACTOR:	
ENGINEER:	
The following changes are here	eby made to the CONTRACT documents
Description:	
Attachments:	
Change to CONTRACT price:	\$
Current CONTRACT Price Adjusted by previous Change On	rder No: \$
Increase / Decrease in CONTRAG due to this Change Order:	CT price \$
The new CONTRACT price Including this Change Order:	\$
Change to Contract Time:	
Current Contract Time:	calendar days(or date)
The Contract time will be incr	reased / decreased by
calendar days.	
Contract Time due to this Char	nge Order will be:
Approvals Required:	
CONTRACTOR	OWNER
ENGINEER	

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