

for City

ORDINANCE NO. 251

AN ORDINANCE APPROVING ADOPTION OF AND EXECUTION OF A CONSTRUCTION CONTRACT FOR CONSTRUCTION OF THE NEW WATER PLANT BUILDING - 1985.

WHEREAS, the Mayor and City Council of the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, have duly determined that it is necessary to construct a new water plant building for the City at the location of the current water plant facilities, and

WHEREAS, bid notices were given, bids received and a successful bidder determined, all in due order as may be required by law,

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council in lawful meeting assembled as follows:

Section 1. That the construction contract attached hereto as Exhibit A is hereby approved and the Mayor and City Clerk are hereby directed and authorized to execute the original and such additional copies as may be necessary of the aforesaid contract.

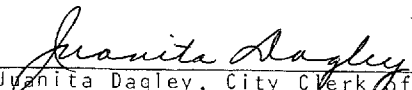
Section 2. That this ordinance shall be in full force and effect upon passage and approval as required by law.

PASSED by the City Council of the City of LeRoy, Illinois, on this 16th day of September, 1985.

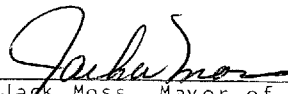
Aldermen elected 6  
Aldermen present 5

AYES Michael Hanafin, Gary Bulta, Patrick Derby, Michael Hillard, Jerry Davis

NAYS none

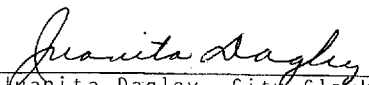
  
\_\_\_\_\_  
Juanita Dagley, City Clerk of  
the City of LeRoy, Illinois

APPROVED by the Mayor of the City of LeRoy, Illinois, on this 16th day of September, 1985.

  
\_\_\_\_\_  
Jack Moss, Mayor of the City of  
LeRoy, Illinois

ATTEST:

(seal)

  
\_\_\_\_\_  
Juanita Dagley, City Clerk  
of the City of LeRoy, Illinois

CONSTRUCTION CONTRACT -  
CITY OF LEROY WATER PLANT BUILDING - 1985

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1985, by and between the CITY OF LEROY, MCLEAN COUNTY, ILLINOIS, an Illinois municipal corporation, hereinafter called "CITY", and \_\_\_\_\_, of \_\_\_\_\_, LeRoy, Illinois, hereinafter referred to as "BUILDER".

Covenants

1. That for the consideration hereinafter agreed to be paid to BUILDER by CITY, BUILDER undertakes, covenants and agrees to provide all materials, tools, equipment and labor required for the construction of a new water plant building at the water plant facility site in the City of LeRoy, McLean County, Illinois, said construction to begin on or about \_\_\_\_\_, 1985, and to be completed not later than \_\_\_\_\_, 198\_\_\_\_. Such work is to be done in a workmanlike manner in accordance with and to conform in every respect to the following instruments:

A. Notice to bidders and advertisements for said work, including the general specifications package for the old water plant building and the construction of a new 24' x 36' x 14' building;

B. BUILDER's bid proposal received by the City of LeRoy and opened at the regular City Council meeting on September 3, 1985; revisions and amendments to the notice to contractors, instructions to bidders, proposal, general conditions, specifications, etc., as made and prepared after a contractor's meeting held on or about \_\_\_\_\_, 1985;

All of the preceding named instruments are made a part hereof for all purposes as though each were written word for word herein, and copies of the same are attached hereto as Attachment 1, and are incorporated herein by reference. In case of conflict in the language of any of said bid proposals, specifications, and other such documents, and this contract, the terms and conditions of this contract shall be final and binding on both parties hereto, and the terms of said specifications shall control where they conflict with said BUILDER's bid proposal; and any written, modifying conditions submitted by BUILDER with his bid proposal shall be considered withdrawn if not specified in the documents attached hereto as Attachment 1. It is further agreed that BUILDER and CITY that should any dispute or question arise respecting the true construction or meaning of the proposal or specifications, the same shall be decided by CITY and such decision shall be binding and conclusive.

2. As consideration for the work contracted for herein, CITY agrees to pay to BUILDER; upon completion of such work and upon the acceptance thereof by CITY, Twenty-Four Thousand, Eight Hundred Six and 41/100 Dollars (\$24,806.41). Where the work originally contemplated is

so changed by agreement between BUILDER and CITY that the quantity of work to be performed or materials provided is shown to create a hardship to BUILDER or CITY, there shall be an equitable adjustment of the contract to prevent such hardship. Final payment shall be due not more than 15 days after final inspection of the work by CITY or its appropriate agent, provided the work be then fully completed and the contract fully performed.

3. Before final payment, BUILDER shall submit to CITY or its designated agent evidence satisfactory to CITY or its designated agent that all payrolls, material bills and other indebtedness connected with the work have been paid so that all materialmen, suppliers and mechanics shall have been paid in full all amounts due them for said work in order that there shall be no liens arising against said work. If after the work has been substantially completed, full completion thereof is materially delayed through no fault of BUILDER, and CITY so determines, and without terminating this contract, CITY may make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

4. It is understood and agreed that time is of the essence, and that BUILDER will commence said work on the date as herein agreed and will fully complete the same within the period allowed under this contract.

5. BUILDER shall carry, at his or its own expense, with an insurance company satisfactory to CITY and authorized to do business in the State of Illinois, insurance coverage, and shall furnish to CITY certificates or other proof of said coverage in the amounts and for those items as follows:

A. Property damage insurance coverage in the amount of \$ \_\_\_\_\_, and public liability insurance in the amount of \$ \_\_\_\_\_, for any one person, and \$ \_\_\_\_\_ for any one accident (CITY to be made co-insured with BUILDER on this insurance); and

B. Adequate workman's compensation insurance for all employees working on the project, in accordance with the laws of the State of Illinois;

BUILDER is not to be considered an agent, servant or representative of CITY, but is an independent contractor; and as such, BUILDER agrees to save and hold CITY whole and harmless from any and all claims for injury or damages to persons or property alleged to have been received or suffered as a result of BUILDER's work under this contract. All such claimants shall look alone to BUILDER, his or its agents and representatives, and if CITY is made a defendant in any such cause of action, directly or indirectly, by reason thereof, CITY shall have the right, at its option, to implead BUILDER, and if any judgment is rendered against CITY on account of same, BUILDER agrees to discharge any such judgment or judgments promptly upon demand by CITY.

6. Violation of any of the provisions of this contract or of any of the obligations as herein contained shall at the option of CITY constitute a breach of the same and entitle CITY to forfeit any further rights of BUILDER hereunder.

7. BUILDER shall not assign or transfer any of his or its rights in this contract except with the written consent of CITY.

8. BUILDER shall comply with all provisions of the Department of Human Rights of the State of Illinois and all provisions of the Illinois Human Rights Act, including those provisions attached hereto, identified as Attachment 2, and incorporated herein by reference.

9. This written agreement contains the sole and entire agreement between the parties, and supersedes any and all other agreements between them. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this agreement or any representations inducing the execution and delivery hereof except such representations as are specifically set forth herein, and each party acknowledges that he or it has relied on his or its own judgment in entering into the agreement. The parties further acknowledge that any statements or representations that may have heretofore been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with his or its dealings with the other.

10. No waiver or modification of this agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. Furthermore, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid. The provisions of this paragraph may not be waived except as herein set forth.

11. This agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Illinois.

12. This agreement shall be binding on and inure to the benefit of the respective parties, their respective heirs, legal representatives, assigns and successors in interest.

Executed at LeRoy, Illinois, on the date first above written.

City of LeRoy, McLean County, Illinois,  
an Illinois municipal corporation,

By: 

Jack W. Moss, Mayor of the  
City of LeRoy, Illinois

Builder

ATTEST:

(seal)

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Juanita Dagley, City Clerk of the  
City of LeRoy, Illinois