

CITY OF LEROY
COUNTY OF MC LEAN
STATE OF ILLINOIS

ORDINANCE NO. 719

AN ORDINANCE APPROVING A CONTRACT
WITH LEWIS, YOCKEY & BROWN, INC.,
FOR A STORM SEWER PROJECT KNOWN AS
THE NORTHEAST OUTLET IN THE
CITY OF LEROY, MC LEAN COUNTY, ILLINOIS

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LE ROY
THIS 6th DAY OF January, 1997

PRESENTED: January 6, 1997

PASSED: January 6, 1997

APPROVED: January 6, 1997

RECORDED: January 6, 1997

PUBLISHED: January 6, 1997

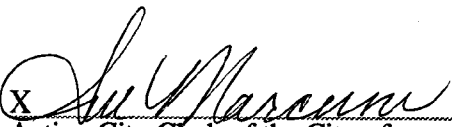
In Pamphlet Form

Voting "Aye" 5

Voting "Nay" 0

The undersigned being the duly qualified and acting City Clerk of the City of LeRoy does hereby certify that this document constitutes the publication in pamphlet form, in connection with and pursuant to Section 1-2-4 of the Illinois Municipal Code, of the above-captioned ordinance and that such ordinance was presented, passed, approved, recorded and published as above stated.

(SEAL)

X 
Acting City Clerk of the City of
LeRoy, McLean County, Illinois

Dated: January 6, 1997.

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WITH LEWIS, YOCKEY & BROWN, INC.,
FOR A STORM SEWER PROJECT KNOWN AS
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CITY OF LEROY, MC LEAN COUNTY, ILLINOIS

WHEREAS, the Mayor and City Council of the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, have reviewed the contract for the storm sewer project, attached hereto and incorporated herein as Exhibit "A," and have determined that approval of the same by the City of LeRoy is in the best interests of the City and its residents;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of LeRoy, Illinois, in lawful meeting assembled, as follows:

Section 1. The contract between Lewis, Yockey and Brown, Inc., and the City of LeRoy, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by reference, is hereby approved.

Section 2. The Mayor and acting City Clerk are hereby directed and authorized to sign the original and as many copies as appropriate of that agreement as set forth in Exhibit "A" attached hereto, being certain to obtain one or more fully signed copies for the records of the City.

Section 3. This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

PASSED by the City Council of the City of LeRoy, Illinois, upon the motion by
Bill Swindle, seconded by Ron Litherland by roll
call vote on the 6th day of January, 1997, as follows:

Aldermen elected 6 Aldermen present 5

VOTING AYE:

Ron Litherland, Bill Swindle, Dave McClelland, Lois Parkin, Dawn Thompson
(full names)

VOTING NAY:

None

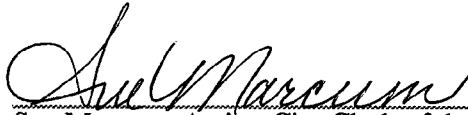
.....
(full names)

ABSENT, ABSTAIN, OTHER:

Fred Dodson-absent

.....
(full names)

and deposited and filed in the office of the City Clerk in said municipality on the 6th day of
January, 1997.



.....
Sue Marcum, Acting City Clerk of the City of
LeRoy, McLean County, Illinois

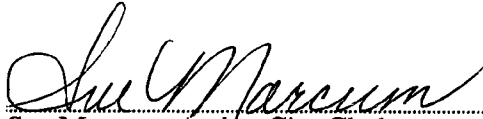
APPROVED BY the Mayor of the City of LeRoy, Illinois, this 6th day of

January, 1997.



.....
Jerry C. Davis, Mayor of the City of LeRoy,
McLean County, Illinois

ATTEST: (SEAL)



.....
Sue Marcum, Acting City Clerk,
City of LeRoy, McLean County, Illinois

PROJECT AGREEMENT

Lewis, Yockey & Brown, Inc.
 Consulting Engineers & Land Surveyors
 505 N. Main Street
 Bloomington, Illinois
 Ph. (309) 829-2552

PROJECT NO. 4023.50
 DATE 12/23/96
 SECURED BY PERRY L. LEWIS

CLIENT INFORMATION

CLIENT NAME <u>CITY OF LEROY</u>	PHONE
ADDRESS <u>111 E. CENTER ST. LEROY, IL. 61752</u>	
AGENT FOR CLIENT <u>JERRY DAVIS - MAYOR</u>	PHONE
ADDRESS	

PROJECT DATA

PROJECT TITLE <u>NORTHEAST RELIEF SEWER</u>
SCOPE OF WORK <u>BASIC SERVICES - FIELD SURVEY, PLANS AND SPECIFICATIONS, PERMITS, EASEMENTS, ASSISTANCE IN BIDDING AND AWARDED A CONTRACT, PAY ESTIMATES, FINAL PROJECT PAPERS INCLUDING AS BUILT PLANS AND GENERAL CONSTRUCTION GUIDANCE.</u>
<u>RESIDENT INSPECTION - FULL TIME RESIDENT INSPECTOR DURING CONSTRUCTION.</u>
<u>PROJECT - STORM SEWER FROM INTERSECTION OF MILL & CHERRY STREETS TO INTERSECTION OF SCHOOL AND WEST STREET.</u>
ANTICIPATED COMPLETION DATE

INVOICING INFORMATION

Fee Basis	
<input type="checkbox"/> Hourly Rates and Expenses in effect at time services are performed \$ _____	<input type="checkbox"/> not to exceed limit
	<input type="checkbox"/> estimate
<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> including expenses <input type="checkbox"/> Plus expenses
<input type="checkbox"/> Payroll Cost	Multiplier: _____
<input checked="" type="checkbox"/> Other: <u>BASIC SERVICES - 13% OF FIRST \$100,000 OF CONSTRUCTION COST</u> <u>10% OF REMAINDER</u>	
Invoices to be submitted: <input type="checkbox"/> Monthly <input type="checkbox"/> Upon Completion <input type="checkbox"/> Other	<u>RESIDENT INSPECTION - \$40/HOUR</u>
SPECIAL INSTRUCTIONS/INFORMATION <u>40% OF BASIC FEE DUE UPON COMPLETION OF FIELD SURVEY, 90% DUE UPON COMPLETION OF DESIGN. FINAL UPON COMPLETION OF PROJECT</u> <u>RESIDENT INSPECTION TO BE BILLED MONTHLY.</u>	

Conditions: The Standard Provisions set forth upon the reverse side hereof are hereby incorporated into and made a part of this Agreement.

Services will be scheduled upon receipt of the signed "Engineer Copy" of this Agreement. Please retain "Client Copy" of this Agreement for your records. By signing below, each of the parties confirm that they have read and understand the terms and conditions of this Agreement as set forth herein, front and back, and by signing hereby acknowledge and agree to all such terms and conditions.

AUTHORIZATION

ENGINEER Lewis, Yockey & Brown, Inc.	CLIENT <u>CITY OF LEROY</u>
BY: <u>PERRY L. LEWIS</u> (Signature)	DATE: <u>12/23/96</u>
BY: <u>Jerry Davis</u> (Signature)	DATE: <u>12/23/96</u>
	<u>MAYOR</u>

TERMS AND CONDITIONS

To assure an understanding of matters related to our mutual responsibilities, these terms and conditions for professional engineering and surveying are made a part of this agreement for our services:

AMENDMENTS

This agreement may be amended in writing providing both the client and Engineer agree to such modifications.

COMPENSATION FOR ENGINEERING SERVICES

The basis for compensation will be as identified in the agreement.

For the purpose of this "Agreement" the word "Expenses" or "Reimbursable Expenses" shall mean all direct or indirect costs incurred in connection with the Engineer's performance of the work as may be posted on the Engineer's schedule of Hourly Rates for Employee classifications and Expenses Rates, including but not limited to the following: Transportation and subsistence, toll telephone calls, telegrams, reproductions or printing, survey supplies, drafting supplies, computer time, environmental equipment, and the services of outside consultants plus a maximum markup of 15% of the outside consultant's fees.

When "Hourly Rates and Expenses" is utilized, the schedule of Hourly Rates for Employee classifications and Expense Rates of the Engineer shall be the basis for the Fee for services. If an "estimate" is indicated, the fee will be paid upon the time and materials expended, and unusual problems or difficulties may necessitate the fee to exceed the "estimate."

When "Lump Sum" payment is utilized it shall include all labor and may not include expenses (for the scope of work as defined in the agreement) incurred by Engineer and shall not exceed the fixed payment amount without prior authorization of the client.

When "Payroll Costs" payment is utilized it shall be computed by a multiplier factor times payroll cost plus expenses.

The "Payroll Costs" means the salaries and wages paid to all Engineering personnel engaged directly on the work plus the cost of customary and statutory benefits including social security contributions, unemployment, health, sick leave, vacation, workmans compensation, incentive and holiday pay applicable thereto.

The "Multiplier" is a factor for general direct overhead, indirect costs, profit and other costs. The Multiplier factor rate shall be identified in the agreement.

TIME OF PAYMENT

The Engineer may submit monthly statements for services and expenses based upon the proportion of the actual work completed at the time of billing. Unless provided for otherwise, payments for engineering services will be due and payable thirty (30) calendar days from the issuance of the Engineer's statement.

LATE PAYMENT

If the client fails to make any payment due the Engineer for services and expenses within the time period specified, a service charge of 1 1/2% per month will be added to the Client's account. This is an annual rate of 18%.

LEGAL EXPENSE

The client agrees to pay all costs and expenses, including court costs and reasonable attorney's fees, incurred by the Engineer in any action or proceeding brought to enforce any provision of this agreement including, without limitation, the collection of all fees incurred hereunder, and further agrees that such costs and fees may be included in and form a part of any Judgment entered in any proceeding brought by the Engineer, or his firm, against the client.

LIMITATION OF LIABILITY

The client agrees to limit the Engineer's liability to the client and to all construction contractors and subcontractors where applicable, on this work, for damages to them, due to the Engineer's negligent acts, errors or omissions, such that the total aggregate liability of the Engineer to all named shall not exceed \$50,000 or the Engineer's total fee for services rendered on this work, whichever is greater.

AUTHORITY AND RESPONSIBILITY

The Engineer shall not guarantee the quality or quantity of the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids, and shall have no duties or responsibilities imposed by the Structural Work Act.

TERMINATION

This agreement may be terminated by either party upon notice. Any termination shall only be for good causes such as for legal considerations, unavailability of adequate financing on either the Client or Engineers part, or major changes in the work. In the event of any termination, the Engineer will be paid for all services and expenses rendered to the date of termination on a basis of payroll cost times a multiplier of 2.5 (if not previously provided for) plus reimbursable expenses, plus reasonable termination costs.

REUSE OF DOCUMENTS

All documents including drawings and specifications furnished by the Engineer pursuant to this Agreement are instruments of his services in respect to the work. They are not intended or represented to be suitable for reuse by client or others on extensions of this work, or on any other work. Any reuse without specific written verification or adaption by the Engineer will be at the Client's sole risk, and without liability of the Engineer, and the Client shall indemnify and hold harmless the Engineer from all claims, damages, losses and expenses including attorney's fees, arising out of or resulting therefrom. Any such verification or adaption will entitle the Engineer to further compensation at rates to be agreed upon by the Client and Engineer.

ESTIMATES OF COST

Since the Engineer has no control over the cost of labor, materials or equipment or over a Contractor(s) method of determining prices, or over competitive bidding or market conditions, his opinions, of probable Project Cost or Construction Cost that may be provided for herein are to be made on the basis of his experience and qualifications and represent his best judgement as a design professional familiar with the construction industry, but the Engineer cannot and does not guarantee that proposals, bids or the construction cost will not vary from opinions of probable cost prepared by him. If the client wishes greater assurance as to the Construction Cost, he shall employ an independant cost estimator.

CERTIFICATE

I, Sue Marcum, certify that I am the duly appointed and acting municipal clerk of the City of LeRoy, of McLean County, Illinois.

I further certify that on January 6, 1996, the Corporate Authorities of such municipality passed and approved Ordinance No. 719, entitled:

AN ORDINANCE APPROVING A CONTRACT
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which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 719, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted at the municipal building, commencing on January 6, 1997, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated at LeRoy, Illinois, this 6th day of January, 1997.

(SEAL)


Acting Municipal Clerk

STATE OF ILLINOIS)
) SS:
COUNTY OF McLEAN)

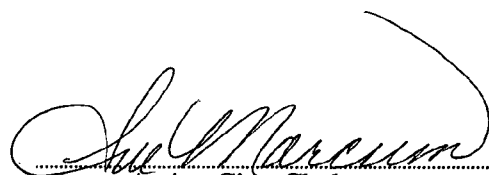
I, Sue Marcum, do hereby certify that I am the duly qualified and acting City Clerk of the City of LeRoy, McLean County, Illinois, and as such acting City Clerk that I am the keeper of the records and files of the Mayor and the City Council of said City.

I do further certify that the foregoing is a true, correct and complete copy of an ordinance entitled:

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I do further certify said ordinance was adopted by the City Council of the City of LeRoy at a regular meeting on the 6th day of January, 1997, and prior to the making of this certificate the said ordinance was spread at length upon the permanent records of said City where it now appears and remains as a faithful record of said ordinance in the record books.

Dated this 6th day of January, 1997.


.....
Acting City Clerk

(SEAL)