

CITY OF LE ROY
COUNTY OF MC LEAN
STATE OF ILLINOIS

ORDINANCE NO. 796

AN ORDINANCE APPROVING A CONTRACT WITH COLCLASURE, INC., FOR
COMPLETION OF THE EAST RELIEF SEWER IN THE CITY OF LE ROY, MC LEAN
COUNTY, ILLINOIS

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LE ROY
THIS 18th DAY OF May, 1998

PRESENTED: May 18, 1998

PASSED: May 18, 1998

APPROVED: May 18, 1998

RECORDED: May 18, 1998

PUBLISHED: May 18, 1998

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)


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

Dated: May 18, 1998.

ORDINANCE NO. 796

AN ORDINANCE APPROVING A CONTRACT WITH COLCLASURE, INC., FOR COMPLETION OF THE EAST RELIEF SEWER IN THE CITY OF LE ROY, MC LEAN COUNTY, ILLINOIS

WHEREAS, the Mayor and City Council of the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, had previously determined that it would be in the best interests of the City of LeRoy and its residents that an East Relief Sewer be constructed; and

WHEREAS, the Mayor and City Council of the City of LeRoy have determined based on a competitive bidding procedure that Colclasure, Inc., is the lowest responsible bidder and capable of doing the work as set forth in the specifications for the bid letting,

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

Section 1. The agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, is hereby approved.

Section 2: The Mayor and 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
...Ron Litherland....., seconded by ...Dave McClelland....., by
roll call vote on the 18th..... day of May....., 1998, as follows:

Aldermen elected 6 Aldermen present 5

VOTING AYE

Ryan Miles, Ron Litherland, Dave McClelland, W. H. Weber, Dawn Thompson.
(full names)

VOTING NAY:

None

(full names)

ABSENT:

Dick Oliver

(full names)

ABSTAIN:

(full names)

OTHER:

(full names)

and deposited and filed in the office of the City Clerk in said municipality on the 18th day of May, 1998.

Sue Marcum

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

APPROVED BY the Mayor of the City of LeRoy, Illinois, this 18th day of

May, 1998.

X *Robert Rice*

Robert Rice, Mayor of the City of LeRoy, McLean County, Illinois

ATTEST: (SEAL)

Sue Marcum

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

FILE
COPY

AGREEMENT

This AGREEMENT, made this 12TH day of MAY, 1998 by and between The City of LeRoy, hereinafter called "OWNER" and Colclasure, Inc. doing business as (an individual, a Corporation or a partnership,) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the East Relief Sewer.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the WORK required by the CONTRACT DOCUMENTS within ten (10) calendar days after the date of the NOTICE TO PROCEED and will complete the same within 20 working days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ 66,076.00, or as shown in the BID schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) ADVERTISEMENT FOR BIDS
 - (B) INFORMATION FOR BIDDERS
 - (C) BID
 - (D) BID BOND
 - (E) AGREEMENT
 - (F) GENERAL CONDITIONS
 - (G) SPECIAL CONDITIONS
 - (H) SUPPLEMENTAL CONDITIONS
 - (I) PAYMENT BOND
 - (J) PERFORMANCE BOND
 - (K) NOTICE OF AWARD
 - (L) NOTICE TO PROCEED
 - (M) CHANGE ORDER
 - (N) DRAWINGS prepared by Lewis, Yockey & Brown, Inc. titled Construction Plans, East Relief Sewer, City of LeRoy dated March 30, 1998.
 - (O) SPECIFICATIONS prepared or issued by Lewis, Yockey & Brown, Inc. dated March 30, 1998.
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assign.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in triplicate each of which shall be deemed and original on the date first above written.

OWNER: City of LeRoy

By Robert Rice

Name Robert Rice

Title Mayor

(SEAL)

ATTEST:

Name *Lu Marcum*

Title City Clerk

CONTRACTOR: Colclasure, Inc.

By Donald Colclasure Jr.

Name *Donald Colclasure Jr.*

Title President

(SEAL)

ATTEST:

Name *Quinn Stoffer*

Title Secretary

BID SCHEDULE

BIDDER agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the following unit prices:

East Relief Sewer

Furnish and install materials necessary to construct the East Relief Sewer in accordance with the plans and specifications for the following unit bid prices and quantities.

<u>ITEM</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>EXTENDED COST</u>
1. 21" Dia. R.C.C.P. Storm Sewer	L.F.	275	24.00	6,600.00
2. 18" Dia. R.C.C.P. Storm Sewer	L.F.	538	20.00	10,760.00
3. 15" Dia. R.C.C.P. Storm Sewer	L.F.	361	19.00	6,859.00
4. 12" Dia. R.C.C.P. Storm Sewer	L.F.	538	17.00	9,146.00
5. 18"x12" Tee	Each	2	250.00	500.00
6. Type "A" Inlet w/ Neenah R-4342 Grate	Each	6	400.00	2,400.00
7. Type "A" Inlet w/ Neenah R-3015 Frame, Grate and Box	Each	3	675.00	2,025.00
8. Type "B" Inlet w/ Neenah R-4342 Grate	Each	1	600.00	600.00
9. Type "B" Inlet w/ Neenah R-3015 Frame, Grate and Box	Each	2	850.00	1,700.00
10. Type "B" Inlet w/ Neenah R-2077-B Frame and Type "C" Grate	Each	1	675.00	675.00
11. 4' Dia. Type "A" Manhole w/ Neenah R-2077-B Frame & Type "C" Grate	Each	3	1,200.00	3,600.00
12. 4' Dia. Type "A" Manhole w/ Neenah R-3015 Frame, Grate and Box	Each	1	1,300.00	1,300.00
13. Trench Backfill	L.F.	416	9.00	3,744.00
14. Remove Existing Inlet	Each	3	85.00	255.00
15. B6.18 Curb & Gutter Removal & Replacement	L.F.	109	21.00	2,289.00
16. Type 1 Pavement Removal & Replacement	S.Y.	114	50.00	5,700.00
17. Type 2 Pavement Removal & Replacement	S.Y.	76	30.00	2,280.00

18.	Aggregate Driveway Removal & Replacement	S.Y.	147	4.00	588.00
19.	6" P.C.C. Driveway Removal & Replacement	S.Y.	9	40.00	360.00
20.	4" P.C.C. Sidewalk Removal & Replacement	S.F.	27	5.00	135.00
21.	P.C.C. Sidewalk Removal	S.F.	35	1.00	35.00
22.	Plugging Existing Inlet Pipe	Each	25	30.00	750.00
23.	6" Dia. Sanitary Sewer Service Repair	L.F.	20	20.00	400.00
24.	10" Dia. Sanitary Sewer Service Repair	L.F.	20	60.00	1,200.00
25.	3/4" Dia. Water Service Repair	L.F.	20	12.00	240.00
26.	Surface Restoration	L.S.	1	1,850.00	1,850.00
27.	Erosion Control	L.S.	1	85.00	85.00

PROJECT TOTAL \$ 66,076.00

The above prices shall include all labor, materials, equipment, travel, etc. required to complete the East Relief Sewer as specified in the Contract Documents. In case of discrepancy between the unit price and total price, the amount most beneficial to the Owner shall govern.

Respectfully submitted

Donald Colclasure Jr.
Signature of Bidder

President 5/4/98
Title Date

3006 Gill Street, Suite E
Address of Bidder

Bloomington, IL 61704
License Number (if Applicable)

(Seal - if BID is by a corporation)

Attest Dennis Stafford

CERTIFICATE

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

I further certify that on May 18, 1998, the Corporate Authorities of such municipality passed and approved Ordinance No. 796, entitled:

AN ORDINANCE APPROVING A CONTRACT WITH COLCLASURE, INC., FOR COMPLETION OF THE EAST RELIEF SEWER IN THE CITY OF LE ROY, MC LEAN COUNTY, ILLINOIS,

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. _____, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted at the municipal building, commencing on May 18, 1998, 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 18th day of May, 1998.

(SEAL)


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 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:

AN ORDINANCE APPROVING A CONTRACT WITH COLCLASURE, INC., FOR COMPLETION OF THE EAST RELIEF SEWER IN THE CITY OF LE ROY, MC LEAN COUNTY, ILLINOIS.

I do further certify said ordinance was adopted by the City Council of the City of LeRoy at a regular meeting on the 18th day of May , 1998, 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 18th day of May , 1998.


X _____
City Clerk

(SEAL)