

JUL 16 2007

ORDINANCE NO. 2575

AN ORDINANCE TO AUTHORIZE AN AGREEMENT TO EMPLOY BAXMEYER CONSTRUCTION, INC. OF WATERLOO, ILLINOIS TO CONSTRUCT THE IMPROVEMENT OF METTER STREET FROM LOCUST STREET TO CHERRY STREET.


City Clerk

WHEREAS, the City Council of the City of Columbia, Illinois (the "City") accepted the bid and awarded the contract to Baxmeyer Construction, Inc. of Waterloo, Illinois (the "Contractor") at a regular meeting of the City Council held July 16, 2007 to construct the improvement of Metter Street from Locust Street to Cherry Street for a total price or sum of Two Hundred Sixty Six Thousand Eight Hundred Fifty Five Dollars and Ten Cents (\$266,855.10);

WHEREAS, the Notice of Award will be given to the Contractor by the City after July 16, 2007 and the Contractor will execute and deliver to the City an Agreement to employ the Contractor to provide the material and to do and perform the work involved and the Contractor will provide the City with the required performance bond, labor and material bond, and certificate of comprehensive liability insurance which names the City as an additional insured, all of which will be in due and proper form; and,

WHEREAS, it is necessary and appropriate that the City make and enter into the Agreement to employ the Contractor to provide the materials and to do and perform the work involved for the water line project aforesaid.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Columbia, Illinois, as follows:

Section 1. The recitals contained above in the preamble of this Ordinance are hereby incorporated herein by reference, the same as if set forth in this Section of this Ordinance verbatim, as findings of the City Council of the City of Columbia, Illinois.

Section 2. The Mayor is hereby authorized and directed to make and enter into the Agreement dated July 16, 2007 to employ the Contractor to perform the roadway improvement work described above (which is more particularly described in the employment Agreement), in the form attached hereto, in at least three (3) counterparts; and, the City Clerk is hereby authorized and directed to attest the same and affix thereto the corporate seal of the City.

Section 3. The City Engineer, Ronald J. Williams, P.E., is directed to deliver to the Contractor the copies of the Agreement, have the Agreements executed, achieve the appropriate performance bond, labor and material bonds and certificate of comprehensive liability and to proceed with the preconstruction conference, if any, and the performance of the work involved.

Section 4. This Ordinance shall be in full force and effect, from and after its passage, as provided by law.

Alderman Ebersohl moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Row, and the roll call vote was as follows:

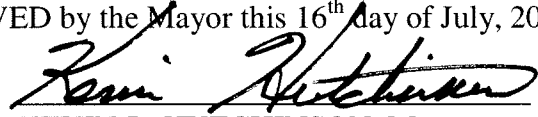
YEAS: Aldermen Ebersohl, Agne, Niemietz, Unnerstall, Row, Hejna, and Stumpf.

NAYS: None.

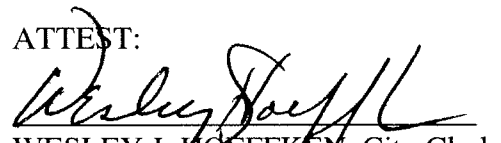
ABSENT: Alderman Oberkfell.

ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 16th day of July, 2007.


KEVIN B. HUTCHINSON, Mayor

ATTEST:


WESLEY J. HOFFKEN, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

CERTIFICATE OF TRUE COPY

I, Wesley J. Hoeffken, hereby certify that I am the duly elected and acting City Clerk of the City of Columbia, Illinois and as such I am the keeper of the books, records, files and corporate seal of said City.

I do further certify that Ordinance No. 2575, entitled:

" AN ORDINANCE TO AUTHORIZE AN AGREEMENT TO EMPLOY BAXMEYER CONSTRUCTION, INC. OF WATERLOO, ILLINOIS TO CONSTRUCT THE IMPROVEMENT OF METTER STREET FROM LOCUST STREET TO CHERRY STREET."

to which this certificate is attached, is a true, perfect, complete and correct copy of said ordinance as adopted at a regular meeting of the Columbia, Illinois City Council held on the 16th day of July, 2007.

IN WITNESS WHEREOF, I have made and delivered this certificate for the uses and purposes hereinabove set forth this 16th day of July, 2007.



WESLEY J. HOEFFKEN, City Clerk

(SEAL)



1. THIS AGREEMENT, made and concluded the _____ day of _____
Month and Year
between the City _____ of Columbia
acting by and through its Mayor and City Council _____ 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 expressed 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 terms 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 Section N/A
in the City of Columbia _____, approved by the Department of Transportation of the
State of Illinois _____, are essential documents of this contract and are a part hereof.
Date

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

Attest:

The City _____ of Columbia _____

Clerk

By _____
Party of the First Part

(Seal)

(If a Corporation)

Corporate Name _____

By _____
President Party of the Second Part

(If a Co-Partnership)

Attest:

Secretary

Partners doing Business under the firm name of

Party of the Second Part

(If an individual)

Party of the Second Part



Route Metter Dr. & Legion St.
 County Monroe
 Local Agency City of Columbia
 Section N/A

We, _____

a/an) Individual Co-partnership Corporation organized under the laws of the State of _____,

as PRINCIPAL, and _____

_____ as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of Two hundred sixty six, eight hundred fifty five dollars and ten cents

_____ Dollars (\$266,855.10), lawful money of the United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, 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 inure 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 LA and its awarding authority 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.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D. _____

PRINCIPAL

(Company Name)

(Company Name)

By: _____
(Signature & Title)

By: _____
(Signature & Title)

Attest: _____
(Signature & Title)

Attest: _____
(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf of PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

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

My commission expires _____

Notary Public (SEAL)

SURETY

(Name of Surety)

By: _____
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS.

COUNTY OF _____

(SEAL)

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf of SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

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

My commission expires _____

Notary Public (SEAL)

Approved this _____ day of _____, A.D. _____

Attest:

Clerk

(Awarding Authority)

(Chairman/Mayor/President)