

NOV 03 2008

ORDINANCE NO. 2688

**AN ORDINANCE TO AUTHORIZE AN AGREEMENT TO  
EMPLOY VEILE CONSTRUCTION INC. OF ILLINOIS OF  
BELLEVILLE, ILLINOIS TO CONSTRUCT THE OLD  
TOWN IMPROVEMENTS – PHASE I.**

  
City Clerk

WHEREAS, the City Council of the City of Columbia, Illinois (the “City”) accepted the bid and awarded the contract to Veile Construction Inc. of Illinois of Belleville, Illinois (the “Contractor”) at a regular meeting of the City Council held October 6, 2008 to construct the Old Town Improvements – Phase I for a total price or sum of Two Million Four Hundred Nine Thousand Two Hundred Twelve Dollars and Twenty Five Cents (\$2,409,212.25);

WHEREAS, the Notice of Award was given to the Contractor by the City after October 6, 2008 and the Contractor has executed and delivered to the City an Agreement to employ the Contractor to provide the material and to do and perform the work involved and the Contractor has provided 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 is 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 roadway improvement 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 November 3, 2008 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 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 Row moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Unnerstall, and the roll call vote was as follows:

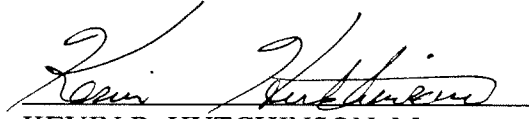
YEAS: Aldermen Ebersohl, Agne, Niemietz, Unnerstall, Row, Hejna, Oberkfell, Stumpf and  
Mayor Hutchinson.

NAYS: None.

ABSENT: None.

ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 3<sup>rd</sup> day of November,  
2008.

  
\_\_\_\_\_  
KEVIN B. HUTCHINSON, Mayor

ATTEST:  
  
\_\_\_\_\_  
WESLEY J. HOEFFKEN, City Clerk

(SEAL)

STATE OF ILLINOIS       )  
  ) SS  
COUNTY OF MONROE     )

**CERTIFICATE OF TRUE COPY**

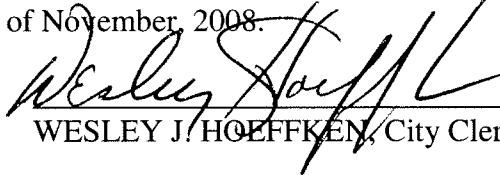
I, Wesley J. Hoeffken, hereby certify that I am the duly elected and acting City Clerk of the City of Columbia, Illinois and as such I am the keeper of the books, records, files and corporate seal of said City.

I do further certify that Ordinance No. 2688, entitled:

**"AN ORDINANCE TO AUTHORIZE AN AGREEMENT TO  
EMPLOY VEILE CONSTRUCTION INC. OF ILLINOIS OF  
BELLEVILLE, ILLINOIS TO CONSTRUCT THE OLD  
TOWN IMPROVEMENTS – PHASE I."**

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 3<sup>rd</sup> day of November, 2008.

IN WITNESS WHEREOF, I have made and delivered this certificate for the uses and purposes hereinabove set forth this 3<sup>rd</sup> day of November, 2008.

  
\_\_\_\_\_  
WESLEY J. HOEFFKEN, City Clerk

(SEAL)

DOCUMENT 005000 - AGREEMENT

BETWEEN OWNER AND CONTRACTOR

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Project Name: Old Town Reconstruction - Phase 1

Contract Name:

Contract No.:

THIS AGREEMENT is dated as of the 23<sup>rd</sup> day of October in the year 2008 by and between City of Columbia, Illinois (hereinafter called Owner) and Veile Construction Inc. of Illinois (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work under this Contract is generally described as follows:

The Contract provides for the construction of approximately 2,239 linear feet of 27' wide concrete roadway, 1,750 linear feet of 23' wide concrete roadway, storm sewers, detention pond, and appurtenances.

ARTICLE 2 - ENGINEER

2.01 The Project has been designed by Burns & McDonnell Engineering Co. Inc., who is hereinafter called Engineer and who is to act as the Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Portions of this document. Copyright, by Engineers Joint Contract Documents Committee (EJCDC), 1983 through 1996 and by Burns & McDonnell Engineering Company, Inc., 1974 through 2007. Cautionary note: many parts of this document vary significantly from EJCDC standard documents.

ARTICLE 3 - CONTRACT TIME

3.01 TIME OF THE ESSENCE:

- A. All time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:

- A. The Work will be Substantially Completed within 100 working days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and completed and ready for final payment in accordance with the GENERAL CONDITIONS within 120 working days after the date when the Contract Times commence to run.

The charging of working days on this contract will commence when the Contractor begins actual construction work, but no later than ten (10) days after Notice to Proceed. A working day is defined as any calendar day between April 1 and November 30 inclusive; except Saturdays, Sundays and holidays observed by the Contractor's entire work force in Illinois; when conditions are such that the Contractor could be expected to do a full days work on the current controlling item. Detention basin and storm sewer work (Stages 1 and 2) can be performed between December 1 and March 30, however working days will not be charged during this period. Controlling items are to be defined in the Progress Schedule prepared by the Contractor in accordance with Section 2.05.B of Document 007200 GENERAL CONDITIONS. Working day exemptions will be as defined in Article 108.04 of the IDOT Standard Specifications for Road and Bridge Construction Manual.

3.03 LIQUIDATED DAMAGES:

- A. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by Owner if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that Contractor shall pay Owner the amount shown in the table of liquidated damages in Check Sheet #LRS8, not as penalty but as liquidated damages, for each calendar day that expires after the time specified above in

DOCUMENT 005000 – AGREEMENT: continued

Paragraph 3.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner the amount shown in the table of liquidated damages in Check Sheet #LRS8, not as penalty but as liquidated damages, for each calendar day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs below:

A. UNIT PRICE SCHEDULE: For all Unit Price Work, an amount equal to the sum of the established Unit Price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated below:

No.	Item	Unit	Unit Price	Estimated Quantity	Total Price
1.	Tree Removal (6 to 15 Units Diameter)	Unit *	\$ 38.00	246	\$ 9,348.00
2.	Tree Removal (Over 15 Units Diameter)	Unit *	\$ 46.00	498	\$ 22,908.00
3.	Tree Removal, Acres	Acre	\$15,900.00	0.06	\$ 954.00
4.	Rock Excavation	Cu Yd	\$ 80.00	436	\$ 34,880.00
5.	Earth Excavation	Cu Yd	\$ 13.00	9,152	\$ 118,976.00
6.	Earth Excavation (Special)	Cu Yd	\$ 9.50	8,813	\$ 83,723.50
7.	Removal and Disposal of Unsuitable Material	Cu Yd	\$ 11.50	1,927	\$ 22,160.50
8.	Trench Backfill	Cu Yd	\$ 27.00	2,926	\$ 79,002.00
9.	Nitrogen Fertilizer Nutrient	Pound	\$ 1.65	220	\$ 363.00
10.	Phosphorous Fertilizer Nutrient	Pound	\$ 1.65	220	\$ 363.00
11.	Potassium Fertilizer Nutrient	Pound	\$ 1.65	220	\$ 363.00
12.	Seeding, Class I	Acre	\$ 885.00	2.4	\$ 2,124.00
13.	Heavy Duty Excelsior Blanket (Cherry St.)	Sq Yd	\$ 1.75	3,697	\$ 6,469.75

## DOCUMENT 005000 – AGREEMENT: continued

No.	Item	Unit	Unit Price	Estimated Quantity	Total Price
14.	Mulch, Method 2 (Ferkel Street)	Acre	\$ 940.00	1.6	\$ 1,504.00
15.	Temporary Erosion Control Seeding	Acre	\$ 1,670.00	1.2	\$ 2,004.00
16.	Stone Dumped Riprap, Class A5 (Special)	Ton	\$ 60.00	141	\$ 8,460.00
17.	Filter Fabric	Sq Yd	\$ 2.00	115	\$ 230.00
18.	Aggregate Base Course, Type A 4"	Sq Yd	\$ 4.25	15,235	\$ 64,748.75
19.	Aggregate Base Course, Type A 8"	Sq Yd	\$ 8.00	1,039	\$ 8,312.00
20.	Aggregate Surface Course, Type A 6"	Sq Yd	\$ 11.00	426	\$ 4,686.00
21.	Bituminous Materials (Cover and Seal Coats)	Gallon	\$ 5.00	431	\$ 2,155.00
22.	Cover Coat Aggregate	Ton	\$ 34.00	6.2	\$ 210.80
23.	Seal Coat Aggregate	Ton	\$ 34.00	6.2	\$ 210.80
24.	Bituminous Materials (Prime Coat)	Gallon	\$ 6.00	361	\$ 2,166.00
25.	Aggregate (Prime Coat)	Ton	\$ 55.00	2	\$ 110.00
26.	Hot-Mix Asphalt Surface Course, Mix "C", N30	Ton	\$ 150.00	58	\$ 8,700.00
27.	Incidental Hot-Mix Asphalt Surfacing	Ton	\$ 225.00	14	\$ 3,150.00
28.	Portland Cement Concrete Pavement 7"	Sq Yd	\$ 44.00	6,189	\$ 272,316.00
29.	Portland Cement Concrete Pavement 8"	Sq Yd	\$ 52.00	6,350	\$ 330,200.00
30.	Protective Coat	Sq Yd	\$ 0.10	13,255	\$ 1,325.50
31.	Lug System Complete	Each	\$ 3,800.00	8	\$ 30,400.00
32.	Portland Cement Concrete Driveway Pavement, 6"	Sq Yd	\$ 52.00	984	\$ 51,168.00
33.	Portland Cement Concrete Driveway Pavement, 6" (Special)	Sq Yd	\$ 62.00	39	\$ 2,418.00
34.	Detectable Warnings	Sq Ft	\$ 45.00	104	\$ 4,680.00
35.	Portland Cement Concrete Sidewalk, 4"	Sq Ft	\$ 5.75	12,782	\$ 73,496.50
36.	Portland Cement Concrete Sidewalk, 6"	Sq Ft	\$ 6.90	1,720	\$ 11,868.00
37.	Pavement Removal	Sq Yd	\$ 7.50	1,927	\$ 14,452.50
38.	Combination Curb and Gutter Removal	Foot	\$ 1.50	1,771	\$ 2,656.50
39.	Driveway Pavement Removal	Sq Yd	\$ 10.50	1,014	\$ 10,647.00
40.	Paved Ditch Removal	Foot	\$ 2.00	998	\$ 1,996.00
41.	Sidewalk Removal	Sq Ft	\$ 1.60	735	\$ 1,176.00

DOCUMENT 005000 – AGREEMENT: continued

No.	Item	Unit	Unit Price	Estimated Quantity	Total Price
42.	Aggregate Shoulders, Type A	Ton	\$ 60.00	10	\$ 600.00
43.	Pipe Culvert Removal (RCP)	Foot	\$ 16.00	688	\$ 11,008.00
44.	Remove Existing Culverts (CMP, VCP, & PVC)	Each	\$ 125.00	21	\$ 2,625.00
45.	Rock Excavation for Structures	Cu Yd	\$ 140.00	148	\$ 20,720.00
46.	Precast Reinforced Concrete Flared End Sections 15"	Each	\$ 550.00	3	\$ 1,650.00
47.	Precast Reinforced Concrete Flared End Sections 21"	Each	\$ 750.00	1	\$ 750.00
48.	Precast Reinforced Concrete Flared End Sections 24"	Each	\$ 890.00	1	\$ 890.00
49.	Precast Reinforced Concrete Flared End Sections 48"	Each	\$ 1,350.00	2	\$ 2,700.00
50.	Precast Reinforced Concrete Flared End Sections 60"	Each	\$ 2,400.00	1	\$ 2,400.00
51.	Storm Sewers, Type 2 RCP, Class 3, 12"	Foot	\$ 42.00	139	\$ 5,838.00
52.	Storm Sewers, Type 1 RCP, Class 4, 15"	Foot	\$ 46.00	248	\$ 11,408.00
53.	Storm Sewers, Type 2 RCP, Class 3, 15"	Foot	\$ 46.00	703	\$ 32,338.00
54.	Storm Sewers, Type 1 RCP, Class 4, 18"	Foot	\$ 51.00	8	\$ 408.00
55.	Storm Sewers, Type 2 RCP, Class 3, 18"	Foot	\$ 61.00	49	\$ 2,989.00
56.	Storm Sewers, Type 1 RCP, Class 4, 21"	Foot	\$ 42.00	290	\$ 12,180.00
57.	Storm Sewers, Type 2 RCP, Class 3, 21"	Foot	\$ 50.00	150	\$ 7,500.00
58.	Storm Sewers, Type 1 RCP, Class 4, 24"	Foot	\$ 45.00	133	\$ 5,985.00
59.	Storm Sewers, Type 2 RCP, Class 3, 24"	Foot	\$ 50.00	144	\$ 7,200.00
60.	Storm Sewers, Type 2 RCP, Class 3, 27"	Foot	\$ 75.00	317	\$ 23,775.00
61.	Storm Sewers, Type 2 RCP, Class 3, 30"	Foot	\$ 63.00	524	\$ 33,012.00
62.	Storm Sewers, Type 1 RCP, Class 4, 36"	Foot	\$ 94.00	174	\$ 16,356.00
63.	Storm Sewers, Type 2 RCP, Class 3, 36"	Foot	\$ 105.00	437	\$ 45,885.00
64.	Storm Sewers, Type 1 RCP, Class 2, 48"	Foot	\$ 105.00	10	\$ 1,050.00
65.	Storm Sewers, Type 2 RCP, Class 3, 48"	Foot	\$ 105.00	301	\$ 31,605.00
66.	Storm Sewers, Type 2 RCP, Class 2, 60"	Foot	\$ 168.00	108	\$ 18,144.00
67.	Storm Sewer (Water Main Quality), 12"	Foot	\$ 34.00	129	\$ 4,386.00
68.	Storm Sewer (Water Main Quality), 15"	Foot	\$ 46.00	886	\$ 40,756.00



## DOCUMENT 005000 – AGREEMENT: continued

No.	Item	Unit	Unit Price	Estimated Quantity	Total Price
69.	Storm Sewer (Water Main Quality), 18"	Foot	\$ 56.00	228	\$ 12,768.00
70.	Storm Sewer (Water Main Quality), 21"	Foot	\$ 91.00	117	\$ 10,647.00
71.	Storm Sewer (Water Main Quality), 24"	Foot	\$ 72.00	131	\$ 9,432.00
72.	Storm Sewer (Water Main Quality), 36"	Foot	\$ 250.00	17	\$ 4,250.00
73.	Fire Hydrants to be Moved	Each	\$ 2,500.00	3	\$ 7,500.00
74.	Inlets, Type B, Type 3V Frame and Grate	Each	\$ 1,140.00	4	\$ 4,560.00
75.	Inlets, Type B, Type 8 Grate	Each	\$ 1,038.00	2	\$ 2,076.00
76.	Inlets, Type B, Type 9 Frame and Grate	Each	\$ 1,172.00	1	\$ 1,172.00
77.	Inlets, Type B, Special, With Frame and Grate Type 3 With Trench Drain (Spcl)	Each	\$ 2,094.00	1	\$ 2,094.00
78.	Manholes To Be Adjusted	Each	\$ 570.00	12	\$ 6,840.00
79.	Manhole, Type A, 4' Diameter, Type 3 Frame and Grate	Each	\$ 1,235.00	1	\$ 1,235.00
80.	Manhole, Type A, 4' Diameter, Special, With F & G Type 3 W/ Trench Drain (Spcl)	Each	\$ 2,630.00	10	\$ 26,300.00
81.	Manhole, Type A, 4' Diameter, Type 3V Frame and Grate	Each	\$ 1,500.00	27	\$ 40,500.00
82.	Manhole, Type A, 4' Diameter, Type 9 Frame and Grate	Each	\$ 1,400.00	1	\$ 1,400.00
83.	Manhole, Type A, 5' Diameter, Type 1 Frame, Closed Lid	Each	\$ 1,970.00	5	\$ 9,850.00
84.	Manhole, Type A, 5' Diameter, Type 3 Frame and Grate	Each	\$ 1,747.00	1	\$ 1,747.00
85.	Manhole, Type A, 5' Diameter, Special, With F & G Type 3 W/ Trench Drain (Spcl)	Each	\$ 3,200.00	2	\$ 6,400.00
86.	Manhole, Type A, 5' Diameter, Type 3V Frame and Grate	Each	\$ 1,870.00	13	\$ 24,310.00
87.	Manhole, Type A, 5' Diameter, Type 9 Frame and Grate	Each	\$ 1,600.00	2	\$ 3,200.00
88.	Manhole, Type A, 6' Diameter, Special, W/F&G Type 3 W/ Trench Drain (Spcl)	Each	\$ 3,640.00	1	\$ 3,640.00
89.	Manhole, Type A, 6' Diameter, Type 3V Frame and Grate	Each	\$ 1,900.00	1	\$ 1,900.00
90.	Manhole, Type A, 7' Diameter, Type 3V Frame and Grate	Each	\$ 4,968.00	1	\$ 4,968.00
91.	Manhole, Type A, 7' Diameter, Type 9 Frame and Grate	Each	\$ 4,250.00	1	\$ 4,250.00
92.	Manhole, Type A, 8' Diameter, Type 3V Frame and Grate	Each	\$ 5,500.00	1	\$ 5,500.00

## DOCUMENT 005000 – AGREEMENT: continued

No.	Item	Unit	Unit Price	Estimated Quantity	Total Price
93.	Sanitary Manhole With Type 1 Frame, Closed Lid	Each	\$ 1,700.00	4	\$ 6,800.00
94.	Removing Inlets	Each	\$ 390.00	21	\$ 8,190.00
95.	Removing Manholes	Each	\$ 690.00	6	\$ 4,140.00
96.	Combination Concrete Curb and Gutter, Type B-6.18	Foot	\$ 22.80	8,494	\$ 193,663.20
97.	Paved Ditch (Special)	Foot	\$ 58.00	174	\$ 10,092.00
98.	Paved Ditch, 2' Wide	Foot	\$ 28.00	6	\$ 168.00
99.	Concrete Gutter, Type B	Foot	\$ 30.00	30	\$ 900.00
100.	Steel Plate Beam Guardrail, Type A	Foot	\$ 35.27	66	\$ 2,327.82
101.	Traffic Barrier Terminal Type 1, Special (Tangent)	Each	\$ 3,920.00	2	\$ 7,840.00
102.	Traffic Control and Protection	L Sum	\$26,000.00	1	\$ 26,000.00
103.	Sign Panel – Type 1	Sq Ft	\$ 31.36	58.2	\$ 1,825.15
104.	Remove and Relocate Sign Panel Assembly – Type A	Each	\$ 122.00	36	\$ 4,392.00
105.	Remove and Dispose of Sign Panel Assembly – Type A	Each	\$ 73.00	17	\$ 1,241.00
106.	Metal Post – Type A	Each	\$ 155.00	15	\$ 2,325.00
107.	Metal Post – Type B	Each	\$ 162.00	11	\$ 1,782.00
108.	Paint Pavement Marking – Line 4"	Foot	\$ 0.78	5,023	\$ 3,917.94
109.	Paint Pavement Marking – Line 6"	Foot	\$ 1.18	543	\$ 640.74
110.	Guardrail Markers, Type A	Each	\$ 10.45	3	\$ 31.35
111.	Terminal Marker – Direct Applied	Each	\$ 31.30	2	\$ 62.60
112.	Aggregate for Temporary Access	Ton	\$ 36.00	400	\$ 14,400.00
113.	Black Aluminum Fence	Foot	\$ 45.00	170	\$ 7,650.00
114.	Concrete Box Culvert Removal	Each	\$ 1,300.00	3	\$ 3,900.00
115.	Concrete Flat Slab Top	Each	\$ 1.00	30	\$ 30.00
116.	Concrete Slab Bridge Removal	L Sum	\$ 600.00	1	\$ 600.00
117.	Concrete Steps to be Removed	L Sum	\$ 525.00	1	\$ 525.00
118.	Connection of Existing Downspouts	Each	\$ 200.00	6	\$ 1,200.00
119.	Construction Staking	L Sum	\$50,000.00	1	\$ 50,000.00
120.	Dog Pen Removal	Each	\$ 300.00	1	\$ 300.00

DOCUMENT 005000 – AGREEMENT: continued

No.	Item	Unit	Unit Price	Estimated Quantity	Total Price
121.	Erosion Control Blanket (Storm Sewer Extension)	Sq Yd	\$ 8.10	786	\$ 6,366.60
122.	Gas Valve to be Adjusted	Each	\$ 160.00	2	\$ 320.00
123.	General Demolition	L Sum	\$ 1,500.00	1	\$ 1,500.00
124.	Green Giant Arborvitae	Each	\$ 128.00	50	\$ 6,400.00
125.	House Service Lateral Sanitary Sewer Line	Each	\$ 2,000.00	1	\$ 2,000.00
126.	House Service Lateral Water Line	Each	\$ 900.00	1	\$ 900.00
127.	Junction Chamber	Each	\$11,700.00	1	\$ 11,700.00
128.	Landscape Materials to be Adjusted	L Sum	\$ 1,000.00	1	\$ 1,000.00
129.	Landscape Fabric	Sq Yd	\$ 2.60	531	\$ 1,380.60
130.	Landscaping Gravel	Sq Yd	\$ 120.00	42	\$ 5,040.00
131.	Material Testing	L Sum	\$35,000.00	1	\$ 35,000.00
132.	Modular Block Retaining Wall (Location No. 1, 2, 4, 5, & 6)	Sq Ft	\$ 37.00	472	\$ 17,464.00
133.	Modular Block Retaining Wall (Location No. 3)	Sq Ft	\$ 43.00	963	\$ 41,409.00
134.	Modular Block Retaining Wall (Location No. 7)	Sq Ft	\$ 47.00	271	\$ 12,737.00
135.	Modular Block Steps	L Sum	\$ 1,880.00	1	\$ 1,880.00
136.	Modular Block Steps and Columns	L Sum	\$ 4,500.00	1	\$ 4,500.00
137.	MSD Area inlet – 48" Base	Each	\$ 1,525.00	1	\$ 1,525.00
138.	MSD Area Inlet – 60" Base	Each	\$ 1,850.00	7	\$ 12,950.00
139.	MSD Two Grate Inlet – 48" Base	Each	\$ 1,835.00	2	\$ 3,670.00
140.	Mulch (Special)	Acre	\$36,000.00	0.10	\$ 3,600.00
141.	Railroad Tie Bridge Removal	L Sum	\$ 60.00	1	\$ 60.00
142.	Relocate In-Ground Pet Fencing System	Foot	\$ 4.00	150	\$ 600.00
143.	Remove and Relocate Chain Link Fence	Foot	\$ 33.25	215	\$ 7,148.75
144.	Remove Picket Fence	Foot	\$ 3.80	48	\$ 182.40
145.	Remove and Relocate Private Light Post and Foundation	Each	\$ 1,050.00	1	\$ 1,050.00
146.	Remove and Replace Downspout Outlet	Each	\$ 220.00	45	\$ 9,900.00
147.	Remove and Salvage Landscaping	L Sum	\$ 500.00	1	\$ 500.00
148.	Remove Existing Water Valve	Each	\$ 1,800.00	1	\$ 1,800.00

DOCUMENT 005000 – AGREEMENT: continued

No.	Item	Unit	Unit Price	Estimated Quantity	Total Price
149.	Shed Removal (Location No. 1)	L Sum	\$ 350.00	1	\$ 350.00
150.	Shed Removal (Location No. 2)	L Sum	\$ 350.00	1	\$ 350.00
151.	Shrub Removal	Each	\$ 30.00	46	\$ 1,380.00
152.	Street Sign Support	Each	\$ 126.00	11	\$ 1,386.00
153.	Temporary Erosion Control	L Sum	\$12,500.00	1	\$ 12,500.00
154.	Wall Removal	L Sum	\$ 2,000.00	1	\$ 2,000.00
155.	Water Meter to be Adjusted	Each	\$ 100.00	27	\$ 2,700.00
156.	Water Valve to be Adjusted	Each	\$ 120.00	27	\$ 3,240.00

\* Trees to be removed will be measured per unit of diameter as defined in Article 201.10 of the IDOT Standard Specifications for Road and Bridge Construction, adopted January 1, 2007.

Total of all Unit Prices: Two Million Four Hundred Nine Thousand Two Hundred Twelve Dollars and Twenty Five Cents (\$ 2,409,212.25).

1. As provided in the GENERAL CONDITIONS, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by Engineer as provided in the GENERAL CONDITIONS. Unit Prices have been computed as provided in the GENERAL CONDITIONS.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 SUBMITTAL AND PROCESSING OF PAYMENTS:

- A. Contractor shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by Owner as provided in the GENERAL CONDITIONS.

5.02 PROGRESS PAYMENTS, RETAINAGE:

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 5<sup>th</sup> day of each month during construction. All such payments will be measured by the schedule of

DOCUMENT 005000 – AGREEMENT: continued

values established in the GENERAL CONDITIONS and in the case of Unit Price Work based on the number of units completed.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Owner shall determine, or Owner may withhold, in accordance with the GENERAL CONDITIONS.
  - a. 90 % of Work completed with the balance being retainage. If Work has been 50% completed as determined by Owner, and if the character and progress of the Work have been satisfactory to Owner, the Owner may determine that as long as the character and progress of the Work subsequently remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be an amount equal to 100% of the Work completed less the aggregate of payments previously made.
- B. At the discretion of the Owner, payment may be made for material, prior to their use in the work, in accordance with the guidelines set forth in Article 109.07(b) of the IDOT Standard Specifications for Road and Bridge Construction, adopted January 1, 2007.

5.03 FINAL PAYMENT:

- A. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, Owner shall pay the remainder of the Contract Price as recommended by Engineer and as provided in the GENERAL CONDITIONS.

ARTICLE 6 - INTEREST

- 6.01 All moneys not paid when due hereunder shall bear interest at the rate of 5% per annum in accordance with the GENERAL CONDITIONS.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

- 7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

DOCUMENT 005000 – AGREEMENT: continued

- A. Contractor has examined and carefully studied the Contract Documents including the Addenda and other related data identified in the Bid Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.
- E. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Owner is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 CONTENTS:

DOCUMENT 005000 – AGREEMENT: continued

- A. The Contract Documents which comprise the entire Agreement between Owner and Contractor concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in the GENERAL CONDITIONS:
1. This Agreement.
  2. Exhibits to this Agreement:
    - a. Notice to Proceed.
    - b. Contractor's Bid.
    - c. Documentation submitted by Contractor prior to Notice of Award.
  3. Performance, Payment, and other Bonds.
  4. General Conditions.
  5. Labor-Related Regulations.
  6. Contract Special Provisions.
  7. Drawings consisting of a cover sheet and sheets as listed in the index of drawings thereof, with each sheet bearing the following general title:

Old Town Reconstruction – Phase 1
  8. Addenda number 1.
  9. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

ARTICLE 9 - MISCELLANEOUS

9.01 TERMS:

- A. Terms used in this Agreement which are defined in the GENERAL CONDITIONS shall have the meanings stated in the GENERAL CONDITIONS.

9.02 ASSIGNMENT OF CONTRACT:

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent except to the extent that the effect of this restriction may be limited by Law, and unless specifically stated to the contrary in any written

DOCUMENT 005000 – AGREEMENT: continued

consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 SUCCESSORS AND ASSIGNS:

- A. Owner and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 SEVERABILITY:

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

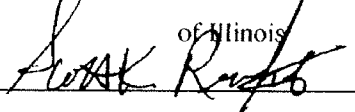
9.05 OTHER PROVISIONS:

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Contractor.

This Agreement will be effective on \_\_\_\_\_, which is the Effective Date of the Agreement.

CONTRACTOR Veile Construction Inc.

OWNER City of Columbia, Illinois

  
\_\_\_\_\_

\_\_\_\_\_

By: Scott K. Reichert

By: Kevin B. Hutchinson



DOCUMENT 005000 – AGREEMENT: continued

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

(SEAL)

Attest \_\_\_\_\_

Address for giving notices

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License No. \_\_\_\_\_  
(if required by Law)

Agent for Service of process

\_\_\_\_\_  
(if required by law)

(If Contractor is a corporation,  
attach evidence of authority to  
sign.)

END OF DOCUMENT 005000

Title: Mayor

(SEAL)

Attest \_\_\_\_\_

Address for giving notices

208 South Rapp Avenue  
Columbia, Illinois 62236

(If Owner is a public body, attach  
evidence of authority to  
sign and resolution or other documents  
authorizing execution of Agreement)

Approved As to Form:

By: \_\_\_\_\_

Attorney For: \_\_\_\_\_

DOCUMENT 005000 - AGREEMENT

BETWEEN OWNER AND CONTRACTOR

---

Project Name: Old Town Reconstruction – Phase 1

Contract Name:

Contract No.:

THIS AGREEMENT is dated as of the 23<sup>rd</sup> day of October in the year 2008 by and between City of Columbia, Illinois (hereinafter called Owner) and Veile Construction Inc. of Illinois (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work under this Contract is generally described as follows:

The Contract provides for the construction of approximately 2,239 linear feet of 27' wide concrete roadway, 1,750 linear feet of 23' wide concrete roadway, storm sewers, detention pond, and appurtenances.

ARTICLE 2 - ENGINEER

2.01 The Project has been designed by Burns & McDonnell Engineering Co. Inc., who is hereinafter called Engineer and who is to act as the Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Portions of this document, Copyright, by Engineers Joint Contract Documents Committee (EJCDC), 1983 through 1996 and by Burns & McDonnell Engineering Company, Inc., 1974 through 2007. Cautionary note: many parts of this document vary significantly from EJCDC standard documents.

ARTICLE 3 - CONTRACT TIME

3.01 TIME OF THE ESSENCE:

- A. All time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:

- A. The Work will be Substantially Completed within 100 working days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and completed and ready for final payment in accordance with the GENERAL CONDITIONS within 120 working days after the date when the Contract Times commence to run.

The charging of working days on this contract will commence when the Contractor begins actual construction work, but no later than ten (10) days after Notice to Proceed. A working day is defined as any calendar day between April 1 and November 30 inclusive; except Saturdays, Sundays and holidays observed by the Contractor's entire work force in Illinois; when conditions are such that the Contractor could be expected to do a full days work on the current controlling item. Detention basin and storm sewer work (Stages 1 and 2) can be performed between December 1 and March 30, however working days will not be charged during this period. Controlling items are to be defined in the Progress Schedule prepared by the Contractor in accordance with Section 2.05.B of Document 007200 GENERAL CONDITIONS. Working day exemptions will be as defined in Article 108.04 of the IDOT Standard Specifications for Road and Bridge Construction Manual.

3.03 LIQUIDATED DAMAGES:

- A. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by Owner if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that Contractor shall pay Owner the amount shown in the table of liquidated damages in Check Sheet #LRS8, not as penalty but as liquidated damages, for each calendar day that expires after the time specified above in

DOCUMENT 005000 – AGREEMENT: continued

Paragraph 3.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner the amount shown in the table of liquidated damages in Check Sheet #LRS8, not as penalty but as liquidated damages, for each calendar day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs below:

A. UNIT PRICE SCHEDULE: For all Unit Price Work, an amount equal to the sum of the established Unit Price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated below:

No.	Item	Unit	Unit Price	Estimated Quantity	Total Price
1.	Tree Removal (6 to 15 Units Diameter)	Unit *	\$ 38.00	246	\$ 9,348.00
2.	Tree Removal (Over 15 Units Diameter)	Unit *	\$ 46.00	498	\$ 22,908.00
3.	Tree Removal, Acres	Acre	\$15,900.00	0.06	\$ 954.00
4.	Rock Excavation	Cu Yd	\$ 80.00	436	\$ 34,880.00
5.	Earth Excavation	Cu Yd	\$ 13.00	9,152	\$ 118,976.00
6.	Earth Excavation (Special)	Cu Yd	\$ 9.50	8,813	\$ 83,723.50
7.	Removal and Disposal of Unsuitable Material	Cu Yd	\$ 11.50	1,927	\$ 22,160.50
8.	Trench Backfill	Cu Yd	\$ 27.00	2,926	\$ 79,002.00
9.	Nitrogen Fertilizer Nutrient	Pound	\$ 1.65	220	\$ 363.00
10.	Phosphorous Fertilizer Nutrient	Pound	\$ 1.65	220	\$ 363.00
11.	Potassium Fertilizer Nutrient	Pound	\$ 1.65	220	\$ 363.00
12.	Seeding, Class 1	Acre	\$ 885.00	2.4	\$ 2,124.00
13.	Heavy Duty Excelsior Blanket (Cherry St.)	Sq Yd	\$ 1.75	3,697	\$ 6,469.75

## DOCUMENT 005000 – AGREEMENT: continued

No.	Item	Unit	Unit Price	Estimated Quantity	Total Price
14.	Mulch, Method 2 (Ferkel Street)	Acre	\$ 940.00	1.6	\$ 1,504.00
15.	Temporary Erosion Control Seeding	Acre	\$ 1,670.00	1.2	\$ 2,004.00
16.	Stone Dumped Riprap, Class A5 (Special)	Ton	\$ 60.00	141	\$ 8,460.00
17.	Filter Fabric	Sq Yd	\$ 2.00	115	\$ 230.00
18.	Aggregate Base Course, Type A 4"	Sq Yd	\$ 4.25	15,235	\$ 64,748.75
19.	Aggregate Base Course, Type A 8"	Sq Yd	\$ 8.00	1,039	\$ 8,312.00
20.	Aggregate Surface Course, Type A 6"	Sq Yd	\$ 11.00	426	\$ 4,686.00
21.	Bituminous Materials (Cover and Seal Coats)	Gallon	\$ 5.00	431	\$ 2,155.00
22.	Cover Coat Aggregate	Ton	\$ 34.00	6.2	\$ 210.80
23.	Seal Coat Aggregate	Ton	\$ 34.00	6.2	\$ 210.80
24.	Bituminous Materials (Prime Coat)	Gallon	\$ 6.00	361	\$ 2,166.00
25.	Aggregate (Prime Coat)	Ton	\$ 55.00	2	\$ 110.00
26.	Hot-Mix Asphalt Surface Course, Mix "C", N30	Ton	\$ 150.00	58	\$ 8,700.00
27.	Incidental Hot-Mix Asphalt Surfacing	Ton	\$ 225.00	14	\$ 3,150.00
28.	Portland Cement Concrete Pavement 7"	Sq Yd	\$ 44.00	6,189	\$ 272,316.00
29.	Portland Cement Concrete Pavement 8"	Sq Yd	\$ 52.00	6,350	\$ 330,200.00
30.	Protective Coat	Sq Yd	\$ 0.10	13,255	\$ 1,325.50
31.	Lug System Complete	Each	\$ 3,800.00	8	\$ 30,400.00
32.	Portland Cement Concrete Driveway Pavement, 6"	Sq Yd	\$ 52.00	984	\$ 51,168.00
33.	Portland Cement Concrete Driveway Pavement, 6" (Special)	Sq Yd	\$ 62.00	39	\$ 2,418.00
34.	Detectable Warnings	Sq Ft	\$ 45.00	104	\$ 4,680.00
35.	Portland Cement Concrete Sidewalk, 4"	Sq Ft	\$ 5.75	12,782	\$ 73,496.50
36.	Portland Cement Concrete Sidewalk, 6"	Sq Ft	\$ 6.90	1,720	\$ 11,868.00
37.	Pavement Removal	Sq Yd	\$ 7.50	1,927	\$ 14,452.50
38.	Combination Curb and Gutter Removal	Foot	\$ 1.50	1,771	\$ 2,656.50
39.	Driveway Pavement Removal	Sq Yd	\$ 10.50	1,014	\$ 10,647.00
40.	Paved Ditch Removal	Foot	\$ 2.00	998	\$ 1,996.00
41.	Sidewalk Removal	Sq Ft	\$ 1.60	735	\$ 1,176.00

DOCUMENT 005000 – AGREEMENT: continued

No.	Item	Unit	Unit Price	Estimated Quantity	Total Price
42.	Aggregate Shoulders, Type A	Ton	\$ 60.00	10	\$ 600.00
43.	Pipe Culvert Removal (RCP)	Foot	\$ 16.00	688	\$ 11,008.00
44.	Remove Existing Culverts (CMP, VCP, & PVC)	Each	\$ 125.00	21	\$ 2,625.00
45.	Rock Excavation for Structures	Cu Yd	\$ 140.00	148	\$ 20,720.00
46.	Precast Reinforced Concrete Flared End Sections 15"	Each	\$ 550.00	3	\$ 1,650.00
47.	Precast Reinforced Concrete Flared End Sections 21"	Each	\$ 750.00	1	\$ 750.00
48.	Precast Reinforced Concrete Flared End Sections 24"	Each	\$ 890.00	1	\$ 890.00
49.	Precast Reinforced Concrete Flared End Sections 48"	Each	\$ 1,350.00	2	\$ 2,700.00
50.	Precast Reinforced Concrete Flared End Sections 60"	Each	\$ 2,400.00	1	\$ 2,400.00
51.	Storm Sewers, Type 2 RCP, Class 3, 12"	Foot	\$ 42.00	139	\$ 5,838.00
52.	Storm Sewers, Type 1 RCP, Class 4, 15"	Foot	\$ 46.00	248	\$ 11,408.00
53.	Storm Sewers, Type 2 RCP, Class 3, 15"	Foot	\$ 46.00	703	\$ 32,338.00
54.	Storm Sewers, Type 1 RCP, Class 4, 18"	Foot	\$ 51.00	8	\$ 408.00
55.	Storm Sewers, Type 2 RCP, Class 3, 18"	Foot	\$ 61.00	49	\$ 2,989.00
56.	Storm Sewers, Type 1 RCP, Class 4, 21"	Foot	\$ 42.00	290	\$ 12,180.00
57.	Storm Sewers, Type 2 RCP, Class 3, 21"	Foot	\$ 50.00	150	\$ 7,500.00
58.	Storm Sewers, Type 1 RCP, Class 4, 24"	Foot	\$ 45.00	133	\$ 5,985.00
59.	Storm Sewers, Type 2 RCP, Class 3, 24"	Foot	\$ 50.00	144	\$ 7,200.00
60.	Storm Sewers, Type 2 RCP, Class 3, 27"	Foot	\$ 75.00	317	\$ 23,775.00
61.	Storm Sewers, Type 2 RCP, Class 3, 30"	Foot	\$ 63.00	524	\$ 33,012.00
62.	Storm Sewers, Type 1 RCP, Class 4, 36"	Foot	\$ 94.00	174	\$ 16,356.00
63.	Storm Sewers, Type 2 RCP, Class 3, 36"	Foot	\$ 105.00	437	\$ 45,885.00
64.	Storm Sewers, Type 1 RCP, Class 2, 48"	Foot	\$ 105.00	10	\$ 1,050.00
65.	Storm Sewers, Type 2 RCP, Class 3, 48"	Foot	\$ 105.00	301	\$ 31,605.00
66.	Storm Sewers, Type 2 RCP, Class 2, 60"	Foot	\$ 168.00	108	\$ 18,144.00
67.	Storm Sewer (Water Main Quality), 12"	Foot	\$ 34.00	129	\$ 4,386.00
68.	Storm Sewer (Water Main Quality), 15"	Foot	\$ 46.00	886	\$ 40,756.00

## DOCUMENT 005000 – AGREEMENT: continued

No.	Item	Unit	Unit Price	Estimated Quantity	Total Price
69.	Storm Sewer (Water Main Quality), 18"	Foot	\$ 56.00	228	\$ 12,768.00
70.	Storm Sewer (Water Main Quality), 21"	Foot	\$ 91.00	117	\$ 10,647.00
71.	Storm Sewer (Water Main Quality), 24"	Foot	\$ 72.00	131	\$ 9,432.00
72.	Storm Sewer (Water Main Quality), 36"	Foot	\$ 250.00	17	\$ 4,250.00
73.	Fire Hydrants to be Moved	Each	\$ 2,500.00	3	\$ 7,500.00
74.	Inlets, Type B, Type 3V Frame and Grate	Each	\$ 1,140.00	4	\$ 4,560.00
75.	Inlets, Type B, Type 8 Grate	Each	\$ 1,038.00	2	\$ 2,076.00
76.	Inlets, Type B, Type 9 Frame and Grate	Each	\$ 1,172.00	1	\$ 1,172.00
77.	Inlets, Type B, Special, With Frame and Grate Type 3 With Trench Drain (Spcl)	Each	\$ 2,094.00	1	\$ 2,094.00
78.	Manholes To Be Adjusted	Each	\$ 570.00	12	\$ 6,840.00
79.	Manhole, Type A, 4' Diameter, Type 3 Frame and Grate	Each	\$ 1,235.00	1	\$ 1,235.00
80.	Manhole, Type A, 4' Diameter, Special, With F & G Type 3 W/ Trench Drain (Spcl)	Each	\$ 2,630.00	10	\$ 26,300.00
81.	Manhole, Type A, 4' Diameter, Type 3V Frame and Grate	Each	\$ 1,500.00	27	\$ 40,500.00
82.	Manhole, Type A, 4' Diameter, Type 9 Frame and Grate	Each	\$ 1,400.00	1	\$ 1,400.00
83.	Manhole, Type A, 5' Diameter, Type 1 Frame, Closed Lid	Each	\$ 1,970.00	5	\$ 9,850.00
84.	Manhole, Type A, 5' Diameter, Type 3 Frame and Grate	Each	\$ 1,747.00	1	\$ 1,747.00
85.	Manhole, Type A, 5' Diameter, Special, With F & G Type 3 W/ Trench Drain (Spcl)	Each	\$ 3,200.00	2	\$ 6,400.00
86.	Manhole, Type A, 5' Diameter, Type 3V Frame and Grate	Each	\$ 1,870.00	13	\$ 24,310.00
87.	Manhole, Type A, 5' Diameter, Type 9 Frame and Grate	Each	\$ 1,600.00	2	\$ 3,200.00
88.	Manhole, Type A, 6' Diameter, Special, W/F&G Type 3 W/ Trench Drain (Spcl)	Each	\$ 3,640.00	1	\$ 3,640.00
89.	Manhole, Type A, 6' Diameter, Type 3V Frame and Grate	Each	\$ 1,900.00	1	\$ 1,900.00
90.	Manhole, Type A, 7' Diameter, Type 3V Frame and Grate	Each	\$ 4,968.00	1	\$ 4,968.00
91.	Manhole, Type A, 7' Diameter, Type 9 Frame and Grate	Each	\$ 4,250.00	1	\$ 4,250.00
92.	Manhole, Type A, 8' Diameter, Type 3V Frame and Grate	Each	\$ 5,500.00	1	\$ 5,500.00

## DOCUMENT 005000 – AGREEMENT: continued

No.	Item	Unit	Unit Price	Estimated Quantity	Total Price
93.	Sanitary Manhole With Type 1 Frame, Closed Lid	Each	\$ 1,700.00	4	\$ 6,800.00
94.	Removing Inlets	Each	\$ 390.00	21	\$ 8,190.00
95.	Removing Manholes	Each	\$ 690.00	6	\$ 4,140.00
96.	Combination Concrete Curb and Gutter, Type B-6.18	Foot	\$ 22.80	8,494	\$ 193,663.20
97.	Paved Ditch (Special)	Foot	\$ 58.00	174	\$ 10,092.00
98.	Paved Ditch, 2' Wide	Foot	\$ 28.00	6	\$ 168.00
99.	Concrete Gutter, Type B	Foot	\$ 30.00	30	\$ 900.00
100.	Steel Plate Beam Guardrail, Type A	Foot	\$ 35.27	66	\$ 2,327.82
101.	Traffic Barrier Terminal Type 1, Special (Tangent)	Each	\$ 3,920.00	2	\$ 7,840.00
102.	Traffic Control and Protection	L Sum	\$26,000.00	1	\$ 26,000.00
103.	Sign Panel – Type 1	Sq Ft	\$ 31.36	58.2	\$ 1,825.15
104.	Remove and Relocate Sign Panel Assembly – Type A	Each	\$ 122.00	36	\$ 4,392.00
105.	Remove and Dispose of Sign Panel Assembly – Type A	Each	\$ 73.00	17	\$ 1,241.00
106.	Metal Post – Type A	Each	\$ 155.00	15	\$ 2,325.00
107.	Metal Post – Type B	Each	\$ 162.00	11	\$ 1,782.00
108.	Paint Pavement Marking – Line 4"	Foot	\$ 0.78	5,023	\$ 3,917.94
109.	Paint Pavement Marking – Line 6"	Foot	\$ 1.18	543	\$ 640.74
110.	Guardrail Markers, Type A	Each	\$ 10.45	3	\$ 31.35
111.	Terminal Marker – Direct Applied	Each	\$ 31.30	2	\$ 62.60
112.	Aggregate for Temporary Access	Ton	\$ 36.00	400	\$ 14,400.00
113.	Black Aluminum Fence	Foot	\$ 45.00	170	\$ 7,650.00
114.	Concrete Box Culvert Removal	Each	\$ 1,300.00	3	\$ 3,900.00
115.	Concrete Flat Slab Top	Each	\$ 1.00	30	\$ 30.00
116.	Concrete Slab Bridge Removal	L Sum	\$ 600.00	1	\$ 600.00
117.	Concrete Steps to be Removed	L Sum	\$ 525.00	1	\$ 525.00
118.	Connection of Existing Downspouts	Each	\$ 200.00	6	\$ 1,200.00
119.	Construction Staking	L Sum	\$50,000.00	1	\$ 50,000.00
120.	Dog Pen Removal	Each	\$ 300.00	1	\$ 300.00



## DOCUMENT 005000 – AGREEMENT: continued

No.	Item	Unit	Unit Price	Estimated Quantity	Total Price
121.	Erosion Control Blanket (Storm Sewer Extension)	Sq Yd	\$ 8.10	786	\$ 6,366.60
122.	Gas Valve to be Adjusted	Each	\$ 160.00	2	\$ 320.00
123.	General Demolition	L Sum	\$ 1,500.00	1	\$ 1,500.00
124.	Green Giant Arborvitae	Each	\$ 128.00	50	\$ 6,400.00
125.	House Service Lateral Sanitary Sewer Line	Each	\$ 2,000.00	1	\$ 2,000.00
126.	House Service Lateral Water Line	Each	\$ 900.00	1	\$ 900.00
127.	Junction Chamber	Each	\$11,700.00	1	\$ 11,700.00
128.	Landscape Materials to be Adjusted	L Sum	\$ 1,000.00	1	\$ 1,000.00
129.	Landscape Fabric	Sq Yd	\$ 2.60	531	\$ 1,380.60
130.	Landscaping Gravel	Sq Yd	\$ 120.00	42	\$ 5,040.00
131.	Material Testing	L Sum	\$35,000.00	1	\$ 35,000.00
132.	Modular Block Retaining Wall (Location No. 1, 2, 4, 5, & 6)	Sq Ft	\$ 37.00	472	\$ 17,464.00
133.	Modular Block Retaining Wall (Location No. 3)	Sq Ft	\$ 43.00	963	\$ 41,409.00
134.	Modular Block Retaining Wall (Location No. 7)	Sq Ft	\$ 47.00	271	\$ 12,737.00
135.	Modular Block Steps	L Sum	\$ 1,880.00	1	\$ 1,880.00
136.	Modular Block Steps and Columns	L Sum	\$ 4,500.00	1	\$ 4,500.00
137.	MSD Area inlet – 48” Base	Each	\$ 1,525.00	1	\$ 1,525.00
138.	MSD Area Inlet – 60” Base	Each	\$ 1,850.00	7	\$ 12,950.00
139.	MSD Two Grate Inlet – 48” Base	Each	\$ 1,835.00	2	\$ 3,670.00
140.	Mulch (Special)	Acre	\$36,000.00	0.10	\$ 3,600.00
141.	Railroad Tie Bridge Removal	L Sum	\$ 60.00	1	\$ 60.00
142.	Relocate In-Ground Pet Fencing System	Foot	\$ 4.00	150	\$ 600.00
143.	Remove and Relocate Chain Link Fence	Foot	\$ 33.25	215	\$ 7,148.75
144.	Remove Picket Fence	Foot	\$ 3.80	48	\$ 182.40
145.	Remove and Relocate Private Light Post and Foundation	Each	\$ 1,050.00	1	\$ 1,050.00
146.	Remove and Replace Downspout Outlet	Each	\$ 220.00	45	\$ 9,900.00
147.	Remove and Salvage Landscaping	L Sum	\$ 500.00	1	\$ 500.00
148.	Remove Existing Water Valve	Each	\$ 1,800.00	1	\$ 1,800.00

DOCUMENT 005000 – AGREEMENT: continued

No.	Item	Unit	Unit Price	Estimated Quantity	Total Price
149.	Shed Removal (Location No. 1)	L Sum	\$ 350.00	1	\$ 350.00
150.	Shed Removal (Location No. 2)	L Sum	\$ 350.00	1	\$ 350.00
151.	Shrub Removal	Each	\$ 30.00	46	\$ 1,380.00
152.	Street Sign Support	Each	\$ 126.00	11	\$ 1,386.00
153.	Temporary Erosion Control	L Sum	\$12,500.00	1	\$ 12,500.00
154.	Wall Removal	L Sum	\$ 2,000.00	1	\$ 2,000.00
155.	Water Meter to be Adjusted	Each	\$ 100.00	27	\$ 2,700.00
156.	Water Valve to be Adjusted	Each	\$ 120.00	27	\$ 3,240.00

\* Trees to be removed will be measured per unit of diameter as defined in Article 201.10 of the IDOT Standard Specifications for Road and Bridge Construction, adopted January 1, 2007.

Total of all Unit Prices: Two Million Four Hundred Nine Thousand Two Hundred Twelve Dollars and Twenty Five Cents (\$ 2,409,212.25).

1. As provided in the GENERAL CONDITIONS, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by Engineer as provided in the GENERAL CONDITIONS. Unit Prices have been computed as provided in the GENERAL CONDITIONS.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 SUBMITTAL AND PROCESSING OF PAYMENTS:

- A. Contractor shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by Owner as provided in the GENERAL CONDITIONS.

5.02 PROGRESS PAYMENTS, RETAINAGE:

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 5<sup>th</sup> day of each month during construction. All such payments will be measured by the schedule of

DOCUMENT 005000 – AGREEMENT: continued

values established in the GENERAL CONDITIONS and in the case of Unit Price Work based on the number of units completed.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Owner shall determine, or Owner may withhold, in accordance with the GENERAL CONDITIONS.

a. 90 % of Work completed with the balance being retainage. If Work has been 50% completed as determined by Owner, and if the character and progress of the Work have been satisfactory to Owner, the Owner may determine that as long as the character and progress of the Work subsequently remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be an amount equal to 100% of the Work completed less the aggregate of payments previously made.

B. At the discretion of the Owner, payment may be made for material, prior to their use in the work, in accordance with the guidelines set forth in Article 109.07(b) of the IDOT Standard Specifications for Road and Bridge Construction, adopted January 1, 2007.

5.03 FINAL PAYMENT:

A. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, Owner shall pay the remainder of the Contract Price as recommended by Engineer and as provided in the GENERAL CONDITIONS.

ARTICLE 6 - INTEREST

6.01 All moneys not paid when due hereunder shall bear interest at the rate of 5% per annum in accordance with the GENERAL CONDITIONS.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

DOCUMENT 005000 – AGREEMENT: continued

- A. Contractor has examined and carefully studied the Contract Documents including the Addenda and other related data identified in the Bid Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.
- E. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Owner is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 CONTENTS:

DOCUMENT 005000 – AGREEMENT: continued

A. The Contract Documents which comprise the entire Agreement between Owner and Contractor concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in the GENERAL CONDITIONS:

1. This Agreement.
2. Exhibits to this Agreement:
  - a. Notice to Proceed.
  - b. Contractor's Bid.
  - c. Documentation submitted by Contractor prior to Notice of Award.
3. Performance, Payment, and other Bonds.
4. General Conditions.
5. Labor-Related Regulations.
6. Contract Special Provisions.
7. Drawings consisting of a cover sheet and sheets as listed in the index of drawings thereof, with each sheet bearing the following general title:

Old Town Reconstruction – Phase 1

8. Addenda number 1.
9. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

ARTICLE 9 - MISCELLANEOUS

9.01 TERMS:

- A. Terms used in this Agreement which are defined in the GENERAL CONDITIONS shall have the meanings stated in the GENERAL CONDITIONS.

9.02 ASSIGNMENT OF CONTRACT:

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent except to the extent that the effect of this restriction may be limited by Law, and unless specifically stated to the contrary in any written

DOCUMENT 005000 – AGREEMENT: continued

consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 SUCCESSORS AND ASSIGNS:

- A. Owner and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 SEVERABILITY:

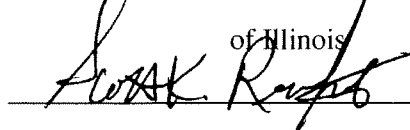
- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 OTHER PROVISIONS:

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Contractor.

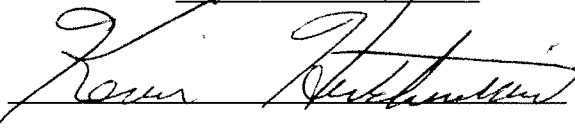
This Agreement will be effective on \_\_\_\_\_, which is the Effective Date of the Agreement.

CONTRACTOR Veile Construction Inc.

  
of Illinois

By: Scott K. Reichert

OWNER City of Columbia, Illinois



By: Kevin B. Hutchinson

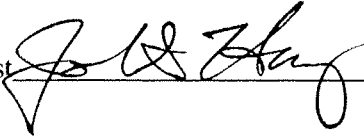
DOCUMENT 005000 – AGREEMENT: continued

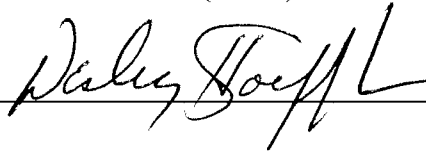
Title: PRESIDENT

Title: Mayor

(SEAL)

(SEAL)

Attest 

Attest 

Address for giving notices

Address for giving notices

VEJLE CONST. INC  
1420 CENTREVILLE AVE  
BELLEVILLE, IL 62220

208 South Rapp Avenue  
Columbia, Illinois 62236

License No. \_\_\_\_\_  
(if required by Law)

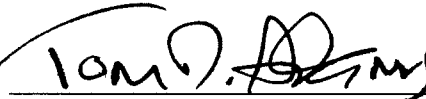
(If Owner is a public body, attach  
evidence of authority to  
sign and resolution or other documents  
authorizing execution of Agreement)

Agent for Service of process

\_\_\_\_\_  
(if required by law)

(If Contractor is a corporation,  
attach evidence of authority to  
sign.)

Approved As to Form:

By: 

Attorney For: City of Columbia, IL

END OF DOCUMENT 005000