

ORDINANCE NO. 3123

SEP 15 2014

**AN ORDINANCE TO AUTHORIZE AN AGREEMENT TO
EMPLOY TURMAN CONTRACTING, LLC OF
JERSEYVILLE, ILLINOIS TO PERFORM THE WALKING
TRAIL PAVING PROJECT IN THE CITY OF COLUMBIA,
ILLINOIS**


City Clerk

WHEREAS, the City Council of the City of Columbia, Illinois (the "City") accepted the bid and awarded the contract to Turman Contracting, LLC of Jerseyville, Illinois (the "Contractor") at a regular meeting of the City Council held September 15, 2014 to perform the Walking Trail Paving Project in the City for a total price or sum of Forty Thousand One Hundred Ninety Six Dollars and Thirteen Cents (\$40,196.13);

WHEREAS, the Notice of Award will be given to the Contractor by the City after September 15, 2014 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 are 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 Walking Trail Paving 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 September 15, 2014 to employ the Contractor to perform the Walking Trail Paving Project 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 Contractor's copy of the Agreement for execution 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 Niemietz moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Reis, and the roll call vote was as follows:

YEAS: Aldermen Ebersohl, Agne, Niemietz, Roessler, Mathews, Reis and Holtkamp.

NAYS: None.

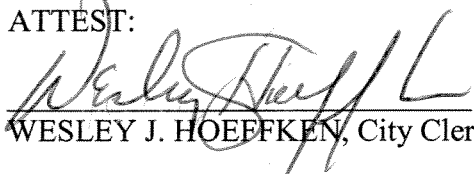
ABSENT: Aldermen Huch.

ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 15th day of September, 2014.


KEVIN B. HUTCHINSON, Mayor

ATTEST:


WESLEY J. HOEFFKEN, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

CERTIFICATE OF TRUE COPY

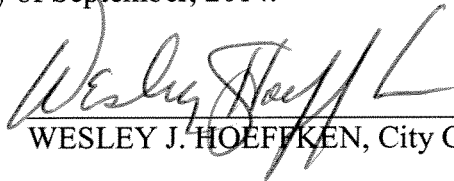
I, Wesley J. Hoeffken, hereby certify that I am the duly appointed City Clerk of the City of Columbia, Illinois and as such I am the keeper of the books, records, files and corporate seal of said City.

I do further certify that Ordinance No. 3123, entitled:

**"AN ORDINANCE TO AUTHORIZE AN AGREEMENT TO
EMPLOY TURMAN CONTRACTING, LLC OF
JERSEYVILLE, ILLINOIS TO PERFORM THE WALKING
TRAIL PAVING PROJECT IN THE CITY OF COLUMBIA,
ILLINOIS"**

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 15th day of September, 2014.

IN WITNESS WHEREOF, I have made and delivered this certificate for the uses and purposes hereinabove set forth this 15th day of September, 2014.



WESLEY J. HOEFFKEN, City Clerk

(SEAL)

**CITY OF COLUMBIA, ILLINOIS
PUBLIC WORKS CONTRACT**

This Agreement, is made and entered into this 15th day of September, 2014, by and between the City of Columbia, Illinois, a municipal corporation and body both corporate and politic created and existing under and by virtue of the laws of the State of Illinois with City Hall located at 208 South Rapp Avenue, Columbia, Illinois (the "City" or "Columbia") and Turman Contracting, LLC., with professional offices located at 300 Commerce Blvd., City of Jerseyville, State of Illinois, (the "Contractor"), WITNESSETH:

WHEREAS, the City intends to employ the Contractor to do and perform the Public Works Project hereinafter described and the Contractor has agreed to the employment by the City on the terms set forth in this Agreement.

Now, therefore, in consideration of the premises and the mutual representations, covenants, and agreements contained in this Agreement, the City hereby employs the Contractor and the Contractor hereby agrees to the employment by the City for the Public Works Project involved herein, on the following terms:

(1) Public Works Project. The Contractor agrees to perform the Public Works Project for the City that is described in the contract documents attached to this Agreement as exhibits, including providing all necessary labor and services, facilities, materials, tools and equipment, and obtaining necessary licenses, permits, all royalties required for performance of the work involved, without regard to whether the same be specifically identified in the contract documents, where the same are reasonably required to be supplied in order to perform and complete the specifically described scope of work described in the contract documents. The contract documents shall consist of the following, in descending order of priority.

- 1.1 this Agreement
- 1.2 Bid Proposal
- 1.3 Bid Form
- 1.4 Performance and Labor and Material Bonds
- 1.5 Certificate of Insurance

(2) Payment. Unless provided for otherwise, payment to Contractor shall be made as follows:

- 2.1 For fixed price contracts, progress payments will be made on up to 90% of the contract price based upon the completion of milestone events described in the Work Schedule (Exhibit "B"). In addition to providing a schedule of milestone events for the Work, the Work Schedule will contain a percentage that equates to the amount of work required to achieve that milestone event. Contractor's payment will be based upon the assigned percentage times 0.90 (90%). The remaining 10% of the contract price will be held as retainage and paid

to the Contractor when the City Engineer has determined that all the terms of this Agreement have been satisfactorily performed in compliance with the codes and ordinances of the City, applicable State and Federal laws and the contract documents.

- 2.2 For time and materials contracts, reimbursement for labor and materials will be made on up to 90% of the contract price based upon the hourly rates contained in Exhibit "C" for work actually performed. Exhibit "C" labor rates shall include all Contractor overhead and profit. Reimbursement to Contractor for materials shall be at Contractor's actual cost (without mark-up). The remaining 10% of contract price will be held as retainage and paid to the Contractor when the City Engineer has determined that all of the terms of this Agreement have been satisfactorily performed in compliance with the codes and ordinance of the City, applicable State and Federal laws and the contract documents.

- 2.3 The City shall pay all undisputed invoices within thirty (30) days of receipt. A late payment charge of 1.0% per month will be added to all undisputed amounts not paid within thirty (30) days of receipt of invoice. If a portion of Contractor's invoice is disputed, the City shall pay the undisputed portion within thirty (30) days of receipt. The City shall advise Contractor in writing of the basis for any disputed portion of an invoice.

(3) Compliance with Laws. Contractor shall perform the work in accordance with all applicable Federal, State, and local laws, ordinances, and regulations.

(4) Scope of Work Changes.

(A) Should the City request services and/or materials to be provided to or for the City in the performance of this Agreement, and which are in addition thereto, to the extent that the same results in an increase in cost to the Contractor the parties shall make and enter into an amendment of this Agreement which provides for the description of the scope of the additional work, the price the City will pay for the same and the terms for the performance of the new and additional work involved, which written amendment of the Agreement will be signed by the parties and attached to this Agreement as an addendum or amendment of the original Agreement and the parties thereto shall thereby be bound thereby.

(B) Should performance of the Agreement, or any mutually agreed upon amendment thereto, become impossible to perform within the time required by the contract documents due to the occurrence of an event or events beyond the control of the Contractor, and not owing to the fault or neglect of the Contractor, the Contractor may apply to the City, in writing, for an extension of the work schedule applicable thereto, and if applicable, may request additional compensation from the City caused by the unavoidable

delay of performance. The written request to the City shall be made as soon as practicable, but in all events within five (5) working days, after the Contractor becomes aware of the occurrence of an event causing the delay of performance. While the City shall be under no obligation to incur and pay the additional costs for performance, the parties shall attempt to agree on a written amendment to the Agreement to allow and provide for the additional time for completion of the work involved, and, if applicable, additional compensation for costs of the Contractor necessary to be incurred due to impossibility of performance within the time allowed by this Agreement. If the parties are unable to agree upon an extension of time for performance of the Agreement, either party may request arbitration of the dispute with the USA&M Midwest, Inc. which currently has its corporate offices at 720 Olive Street, Suite 2020, St. Louis, Missouri 63101. The cost of the arbitration shall be shared equally by the parties and the decision of the arbitrator shall be binding upon both parties and be enforceable by a court of competent jurisdiction.

(5) Performance. All services shall be performed with reasonable skill, care, and diligence in accordance with locally accepted construction and engineering standards and practices applicable at time of reference in the Metro-East Illinois area. All materials provided shall be of good quality and (unless agreed otherwise) new (not previously used), suitable for the contemplated application as established by current trade and industry practice. The Contractor shall perform at its own cost, and without reimbursement from the City, all efforts necessary to correct errors and omissions which are caused by the Contractor's failure to meet these standards.

(6) Employment of Subcontractors. Any and all subcontractors proposed to be used by the Contractor on the City Public Works Project involved in this Agreement must be pre-approved by the City Engineer. Prior to the parties making and entering into this Agreement, the Contractor shall submit a written list of all subcontractors the Contractor proposes to use in the performance of this Agreement to the City Engineer. The City Engineer shall indicate on the list those which are acceptable and those which are not acceptable. The list shall be attached to this Agreement and thereby made part of this Agreement. If the Contractor proposes to use a subcontractor that is not acceptable to the City Engineer, the City shall have the right to rescind this Agreement, on five (5) days prior written notice to the Contractor. If the Agreement is rescinded by the City, neither party shall be under any further obligation to the other party to this Agreement and the Agreement shall be of no further force and effect. The Contractor shall be fully responsible and liable to the City for all acts and omissions of approved subcontractors, suppliers, and other persons and organizations performing or furnishing any of the work involved in this Agreement, to the same extent as the Contractor is responsible for the Contractor's own acts and omissions in the performance or failure of performance under this Agreement.

(7) Labor. If this is a time and materials type contract, anytime after commencement of the work involved, any change in personnel for which labor hours will be charged to the City under this Agreement, shall require the approval of the City Engineer. If the Contractor cannot provide suitable personnel for performance of the work which are acceptable to the City Engineer, the City shall have the right to rescind this Agreement on five (5) days prior written notice to the Contractor. In the event of the rescission of the

Agreement by the City, neither of the parties shall be under any further obligation to the other party and the Agreement shall be of no further force and effect.

(8) Liquidated Damages for Delays. The Contractor and the City recognize that time is of the essence in the performance of this Agreement in that the City will suffer damages which may be difficult to measure if the work is not completed within a reasonable time frame.

(9) Contractors Performance and Payment Guarantees. Unless waived by the City, the Contractor shall be required to provide to the City a Performance Guarantee in the form of either (i) a Performance Bond issued by a duly qualified surety company licensed to do business in the State of Illinois that is acceptable to the City, or (ii) a Letter of Credit issued by a duly qualified bank or other financial institution authorized to do business in the State of Illinois, which is acceptable to the City. The Performance Guarantee shall be in a sum to the total bid amount of the work to guarantee the timely and faithful performance of this Agreement by the Contractor. The Performance Guarantee shall be part of the contract documents and shall be attached hereto.

Unless waived by the City, the Contractor shall be required to provide to the City a Labor and Material Payment Guarantee in the form of either (i) a Labor and Material Payment Bond issued by a duly qualified surety company licensed to do business in the State of Illinois that is acceptable to the City, or (ii) a Letter of Credit issued by a duly qualified bank or financial institution authorized to do business in the State of Illinois, which is acceptable to the City. The Labor and Material Payment Bond shall be in a sum deemed adequate by the City, guaranteeing delivery of the completed Public Works Project to the City on completion of the work, and good and merchantable title thereto, free of all claims, demands, causes of action, or liens (including but not limited to mechanics, material men, and laborers liens) on the part of any other party whatsoever. The Labor and Material Payment Guarantee shall be one of the contract documents and shall be attached hereto.

If the Contractor fails to perform the work as scheduled, defers corrections of defective or incomplete work, fails to promptly pay subcontractors, material men or suppliers, or otherwise fails to satisfactorily perform the Contractor's obligation under this contract, the City may give the notice of default required by the surety bond or Letter of Credit to the Contractor and the surety on the bond or financial institution issuing the Letter of Credit requiring performance of the work in accordance with the contract terms. In the event it is necessary for the City to file an action in a court of competent jurisdiction to enforce the Performance Guarantee and/or the Labor and Material Payment Guarantee, the Contractor shall be liable to the City for the City's reasonable attorneys' fees and court costs incurred in enforcing the same; and, the same may be made part of any judgment entered in a proceeding for enforcement of the guarantee or guarantees.

(10) Ownership of Documents. Contractor agrees that for the fees to be paid to Contractor by the City, the City has purchased all right, title, and interest in all materials, including but not limited to blueprints, designs, documents, abstracts, and summaries thereof, or any portion or components of the foregoing, created, developed, or designed

pursuant to this Agreement either by Contractor or Contractor's employees or subcontractors, and shall for all uses be and remain the sole and exclusive property of the City. The parties intend and agree that any materials to be produced by Contractor pursuant to this Agreement shall conclusively be deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. Section 101, and that the City will be the copyright and/or patent owner thereof and of all aspects, elements, and components thereof in which copyright or patent protection can exist.

(11) Termination for Convenience. The City may cancel this Agreement at any time by written notice. In the event of such cancellation, Contractor shall be compensated for all reasonable costs and expenses incurred for work performed up to and including the day of termination, and for the profit the Contractor lost by early cancellation of the Agreement, prorated to date of termination of the Agreement. If the parties are unable to agree on the amount due the contractor for early termination of the Agreement, either party may request arbitration of the dispute with the USA&M Midwest, Inc. which currently has its corporate offices at 720 Olive Street, Suite 2020, St. Louis, Missouri 63101. The cost of the arbitration shall be shared equally by the parties and the decision of the arbitrator shall be binding upon both parties and be enforceable by a court of competent jurisdiction.

(12) Termination for Default. Either party may terminate this Agreement for the default of performance by the other party, following thirty (30) days prior written notice of default and opportunity to cure the default, provided the default is not owing to the fault or neglect of the party seeking termination. The party receiving such termination notice shall not be subject to termination of the Agreement if that party commences to cure the default within seven (7) days of receiving said notice and cures the default within the thirty (30) day grace period aforesaid. In the event there is no Performance Guarantee required of the Contractor by the Agreement, should the City terminate this Agreement pursuant to this paragraph of the Agreement and due to the Contractor's default of performance of the Agreement, the Contractor shall be liable to reimburse the City for all additional costs and expenses the City incurs in obtaining another Contractor or Contractors to complete the performance of the defaulting Contractor's obligations under this Agreement. If the City has a Performance Guarantee pursuant to this Agreement, in lieu of terminating the contract, the City may seek enforcement of the Performance Guarantee to obtain completion of the work involved in this Public Works Agreement.

(13) Limitation of Liability. Neither party shall be liable for incidental, consequential, or special damages to the other party.

(14) Indemnification. The Contractor agrees to indemnify and hold the City harmless, safe and free, including its officials and employees, from and against any and all claims, demands, actions, suits, causes of action, damages, and expenses (including reasonable attorneys' fees) for personal injury to or death of persons and damage to the City's property or facilities or the property of any other person or party due to the fault of the Contractor and/or the Contractor's agents, employees, and subcontractors.

(15) Binding Effect. All of the covenants, terms, and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their legal representatives, successors, and assigns. In the event an individual is a party to the Agreement, the same shall be binding upon and shall inure to the benefit of said individual party, their heirs, executors, administrators, other legal representatives, successors in interest, and assigns.

(16) Assignment. This Agreement shall not be assignable by either party without the prior written consent of the other party. Such written consent to assignment to be signed by necessary parties and attached to this Agreement, where after the same shall constitute a part of this Agreement.

(17) Liability Insurance. The Contractor shall maintain the following minimum limits of liability insurance coverage, with one or more qualified and rated insurance carriers acceptable to the City, with regard to the performance of this Agreement;

<u>Type of Coverage</u>	<u>Limits of Coverage</u>
Comprehensive General Liability	
Bodily Injury	\$1,000,000 each occurrence \$3,000,000 aggregate
Property Damage	\$500,000 each occurrence Or \$1,000,000 combined single limit \$3,000,000 aggregate limit

The City shall be named as an additional insured on the liability insurance policy or policies, by special endorsement. The liability insurance policy or policies involved shall provide that the same may not be canceled without the City receiving at least thirty (30) days prior written notice of cancellation.

(18) Professional Liability Insurance. Where the contractor under this Agreement is a Registered Land Surveyor or a Professional Engineer, the contractor shall provide professional liability insurance coverage for the City in the coverage limits and on the terms set forth in Exhibit "H" attached hereto.

(19) Notices. Any notice required pursuant to this Agreement shall be mailed to the party entitled to the notice at their address set forth above, or at such other address as they shall, from time to time, advise the other party in writing.

(20) Governing Law. The laws of the State of Illinois shall govern this Agreement.

(21) Entire Agreement. This Agreement, including the contract documents attached hereto and by reference made part hereof, constitute the entire Agreement

between the parties hereto with regard to the Public Works Project involved herein. All prior negotiations between the parties have been merged in this Agreement. Parol evidence will not be admissible in a court of competent jurisdiction in a proceeding to terminate or enforce performance of this Agreement to alter, add to or change any of the terms of this written Agreement.

IN WITNESS WHEREOF, the parties hereto have made and entered into this Agreement to take effect on the date first above written.

CONTRACTOR:

Turman Contracting, LLC
300 Commerce Blvd.
Jerseyville, Illinois 62052

CITY:

City of Columbia, Illinois
208 S. Rapp Avenue
Columbia, Illinois 62236

Signature

BY: _____
Kevin B. Hutchinson, Mayor

Printed Name

Title

ATTEST:

Wesley J. Hoeffken, City Clerk

(SEAL)

BID PROPOSAL
CITY OF COLUMBIA
PUBLIC WORKS DEPARTMENT
WALKING TRAIL PAVING PROJECT

INFORMATION TO BIDDERS:

Sealed bid proposals for the Walking Trail Paving Project, will be accepted until 10:00 a.m., Tuesday, September 10, 2014, and publicly read thereafter.

Prevailing wage rates as determined by the Illinois Department of Labor are applicable. Contractor must insure that employees and applicants for employment are not discriminated against because of race, creed, color, sex or national origin.

The City reserves the right to reject any and all bids and to waive any informalities in the bidding.

CONDITIONS OF THE CONTRACT:

The contractor shall be subject to the following conditions:

- A) A written notice from the City will be forwarded to the successful bidder stating that his bid has been accepted in accordance with the terms of the specifications and is required to execute the agreement accordingly.
- B) Bid price is to remain in effect for 60 days from bid date.
- C) The contractor shall provide all necessary insurance coverage and Workmen's Compensation.
- D) The contractor shall be subject to the requirements stated in Attachments A, and B, a part of these specifications, and the successful bidders shall submit necessary documents to the City Engineer prior to the commencement of work.
- E) The contractor and his Surety shall furnish a Payment Bond or an irrevocable letter of credit issued by a bank or trust company, to the City as a guarantee that he will pay in full all bills and accounts for materials and labor used in the construction of the work, as provided by law.
- F) The contractor and his Surety shall furnish a Performance Bond or an irrevocable letter of credit issued by a bank or trust company, as a guarantee of good faith and ability on the part of the Contractor to execute the work in accordance with the terms of the specifications and agreement.

- G) The contractor shall comply with all safety requirements ordered by the Occupational Safety and Health Administration (OSHA), and all other regulatory agencies in the performance of the work.
- H) The contractor shall commence work within five (5) days after the City's representative and the contractor have established a starting date.
- I) Should any phase of the work be delayed due to planning and/or scheduling of work, the City shall not assume any monetary responsibility. In such instances of delay or work stoppage, the contractor shall not be allowed additional reimbursement, and shall be compensated only for the satisfactorily completed work.
- J) Failure of the contractor to construct/replace the items bid in a workmanlike manner or failure to conform to the requirements specified herein shall cause for removal and replacement at the contractor's expense.
- K) The contractor shall submit and invoice one week prior to a city council meeting, for payment of the full.
- L) Lien waivers and certified payroll are to be furnished to the City prior to payment by the City.
- M) All work, including the furnishing of materials, tools, equipment, incidentals, etc. are to be performed by the contractor under the terms of the agreement and specifications.
- N) Excavation Permit to be waived by the City of Columbia.
- O) **Work must be completed by November 14, 2014.** Failure to complete the work on time will result in liquidated damages assessed according to the Standard Specifications for Road and Bridge Construction.
- P) Contractor to install specified material or city approved equal.

TECHNICAL SPECIFICATIONS:

LOCATION #1

- 1) Project location: Walking Trail located along the abandoned railroad right-of-way between Cherry Street and Locust Street (See attached map).
- 2) Re-grade existing aggregate base to allow for the construction of a 10' wide walking trail.
- 3) Supply and install a 2" asphalt surface along the portion of the trail between Cherry Street and Locust Street. Approximate quantity is 667 SY (600' X 10'). Final quantities will be field measured for payment.
- 4) Supply and install a 4" asphalt surface in two 2" lifts at the drive approach to Upchurch Ready Mix. Approximate quantity is 67 SY (60' X 10'). Final quantities will be field measured for payment.
- 5) Asphalt mix design to be HMA-SC "C" N50 or city approved equal.
- 6) A prime coat shall be applied to all surfaces according to the Standard Specifications for Road and Bridge Construction.
- 7) After construction of the 10' walking trail, a 1' aggregate wedge shoulder shall be installed to eliminate a drop-off along the walking trail. Wedge shoulder to be constructed of CA-6 aggregate.
- 8) Asphalt milling will be required at the existing drive approach to Upchurch Ready Mix.
- 9) If the rock sub-base requires remediation due to insufficient depth or soft areas, this work will be paid for on a force account basis.
- 10) Contractor shall coordinate with building tenants and stage work to maintain access to the business located at 320 E. Legion at all times. No additional compensation will be allowed.
- 11) The contractor will be held responsible for any damage to the ADA ramps and new curb and gutter and will have to repair/replace at the contractor's cost, if damaged.
- 12) Contractor to re-grade, seed and straw all disturbed areas.
- 13) Unit cost of asphalt to include the following: grading of existing aggregate base, milling of any existing surfaces as necessary, prime coat, asphalt pavement and aggregate wedge shoulder.

LOCATION #2

- 1) Project location: Walking Trail located along the abandoned railroad right-of-way between Locust Street and Rueck Road (See attached map).
- 2) Prepare the existing oil and chip surface to allow for the construction of a 10' wide walking trail.
- 3) Supply and install a 1 ½" asphalt surface along the portion of the trail between Locust Street and Rueck Road. Approximate quantity is 2000 SY (1,800' X 10'). Final quantities will be field measured for payment.
- 4) Asphalt mix design to be HMA-SC "C" N50 or city approved equal.
- 5) A prime coat shall be applied to all surfaces according to the Standard Specifications for Road and Bridge Construction.
- 6) After construction of the 10' walking trail, a 1' aggregate wedge shoulder shall be installed to eliminate a drop-off along the walking trail. Wedge shoulder to be constructed of CA-6 aggregate.
- 7) Asphalt milling will be required at the existing ADA ramps.
- 8) If the oil & chip sub-base requires remediation due to insufficient depth or soft areas, this work will be paid for on a force account basis.
- 9) The contractor will be held responsible for any damage to the ADA ramps and will have to repair/replace at the contractor's cost, if damaged.
- 10) Contractor to re-grade, seed and straw all disturbed areas.
- 11) Unit cost of asphalt to include the following: preparation of existing oil and chip surface, milling of any existing surfaces as necessary, prime coat, asphalt pavement and aggregate wedge shoulder.
- 12) Remove the existing sidewalk at the Rueck Road end of trail and construct a new 10' wide ADA ramp (10' X 6'). Location to be marked by the engineer. The ADA Ramp to be 6" thick concrete on a 4" aggregate base with red precast concrete truncated dome detectable warnings. ADA ramp to be constructed according to Highway Standard 424001, 424016 and 424026.
- 13) Unit cost of the ADA ramp to include the following: removal of the existing concrete sidewalk, aggregate base, concrete ramp and detectable warnings.

ALTERNATE #1 - LOCATION #3

NOTE: Alternate #1 will only be constructed if extra funds are available after the construction of the Walking Trail at Location #1 and Location #2. The extent of Alternate #1 will be determined by the engineer after the completion of the Walking Trail at Location #1 and Location #2.

- 1) Project location: Walking Trail located along the abandoned railroad right-of-way north of Rueck Road (See attached map).
- 2) Construct a 10' wide concrete ADA ramp (10' x 6') on the north side of Rueck Road. The ADA Ramp to be 6" thick concrete on a 4" aggregate base with red precast concrete truncated dome detectable warnings. ADA ramp to be constructed according to Highway Standard 424001, 424016 and 424026.
- 3) Unit cost of ADA ramp to include the following: excavation, aggregate base, concrete ramp and detectable warnings.
- 4) Excavate and dispose of 6" of material from the proposed location of the 10' wide Walking Trail. The engineer will determine the length in the field, based upon funds available.
- 5) Supply and install a 4" aggregate base at the proposed location of the 10' wide Walking Trail. Aggregate base to be constructed of CA-6 aggregate. The engineer will determine the length in the field, based on the funds available.
- 6) Supply and install a 2" asphalt surface along the portion of the trail north of Rueck Road. The engineer will determine the length of the trail in the field, based upon funds available. Final quantities will be field measured for payment.
- 7) Asphalt mix design to be HMA-SC "C" N50 or city approved equal.
- 8) A prime coat shall be applied to all surfaces according to the Standard Specifications for Road and Bridge Construction.
- 9) After construction of the 10' walking trail, a 1' aggregate wedge shoulder shall be installed to eliminate a drop-off along the walking trail. Wedge shoulder to be constructed of CA-6 aggregate.
- 10) The contractor will be held responsible for any damage to the concrete curb and gutter and will have to repair/replace at the contractor's cost, if damaged.
- 11) Contractor to re-grade, seed and straw all disturbed areas.
- 12) Unit cost of asphalt to include the following: excavation, aggregate base, prime coat, asphalt pavement and aggregate wedge shoulder.

CONTRACTORS REQUIRED INSURANCE COVERAGE

Insurance and Workman's Compensation Coverage – Contractor/Vendor of the City:

- (A) Insurance. A Contractor/Vendor shall obtain and thereafter keep in force the following insurance coverage provided by insurance companies acceptable to the City and authorized to transact business under the laws of the State of Illinois. The insurance companies providing coverage shall be rated in the Best's Key Rating Guide. The City will accept companies with a rating not lower than B+ provided the financial size category is VII or larger. Companies rated A- or better shall have a financial size category of not less than VI. Coverage limits shall be written at not less than the minimum specified herein. Higher minimum limits and additional coverage may be specified by a special provision elsewhere in the contract with the City. Whether stated herein or elsewhere, the City does not warrant the adequacy of the types of insurance coverage or the limits of liability specified.
- (1) Workers Compensation and Employers Liability.
- (a) Workers compensation shall be provided according to the provisions of the Illinois Workers' Compensation Act, as amended. Notwithstanding the rating and financial size categories stated herein, coverage may be provided by a group self-insurer authorized in Section 4(a) of the Act and approved pursuant to the rules of the Illinois Department of Insurance.
 - (b) Employers Liability
 - i. Each accident \$500,000
 - ii. Disease - policy limit \$500,000
 - iii. Disease – each employee \$500,000
- (2) Commercial General Liability. Required liability insurance coverage shall be written in the occurrence form and shall provide coverage for operations of the Contractor/Vendor, operations of subcontractors (contingent or protective liability); completed operations; broad form property damage and hazards of explosion, collapse and underground; and contractual liability. The general aggregate limit shall be endorsed on a per project basis.
- (a) General Aggregate Limit \$2,000,000
 - (b) Products – Completed Operations Aggregate Limit \$2,000,000
 - (c) Each Occurrence Limit \$1,000,000
- The coverage shall provide by an endorsement in the appropriate manner and form that the City, its officers, and employees shall be named as additional insured with respect to the policies and any umbrella excess liability coverage for occurrences arising in whole or in part out of the work and operations performed. The City may accept a separate owner's protective liability policy in lieu of the City, its officers, and employees being insureds on the Contractor's/Vendor's policies.

- (3) Commercial Automobile Liability. The policy shall cover owned, non-owned, and hired vehicles.

Bodily Injury & Property Damage
Liability Limit Each Occurrence \$1,000,000

- (4) Umbrella Liability. Any policy shall provide excess limits over and above the other insurance limits stated herein. The Contractor/Vendor may purchase insurance for the full limits required or by a combination of primary policies for lesser limits and remaining limits provided by the umbrella policy.

All insurance shall remain in force during the period covering occurrences happening on or after the effective date and remain in effect during performance of the work and at all times thereafter when the Contractor/Vendor may be correcting, removing, or replacing defective work until notification of the date of final inspection. Termination or refusal to renew shall not be made without thirty (30) days prior written notice to the City by the insurer and the policies shall be endorsed so as to remove any language restricting or limiting liability concerning this obligation.

Certified copies of the original policies or certificate(s) of insurance by the insurer(s) issuing the policies and endorsements setting forth the coverage, limits and endorsements shall be filed with the City Engineer before the City will execute the contract. A certificate of insurance shall include a statement "the coverage and limits conform to the minimums required by this Section. Any exception or deviation shall be brought to the attention of the City for a ruling of acceptability. In no event shall any failure of the City to receive policies or certificates or to demand receipt be construed as a waiver of the Contractor's/Vendor's obligation to obtain and keep in force the required insurance."

All costs for insurance as specified herein will be considered as included in the cost of the contract. The Contractor/Vendor shall, at its expense and risk of delay, cease operations if the insurance required is terminated or reduced below the required amounts of coverage. Coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor/Vendor from its obligation to indemnify in excess of the coverage according to the contract.

INDEMNITY CLAUSE:

- A) Contractor shall indemnify and hold safe and harmless the City of Columbia from all suites, actions, claims, demands, interest or payments brought on account of any injuries or damages (including damages for care and loss of services because of bodily injury, sickness or disease including death resulting therefrom) sustained by any person or property (including employees of the contractor or his subcontractors) in consequence of any neglect, fault, act or failure to act on the part of the contractor, his subcontractors, their servants, agents or employees, in the safe-guarding or performance of the work undertaken by the contractor in this agreement.
- B) Contractor further agrees to indemnify the City of Columbia against any costs and attorneys fees incurred as a result of any injuries or damages covered under the foregoing Paragraph A.
- C) Contractor accordingly agrees to assume all risk and liabilities for accidents or damages that may occur to persons or property during the performance of the work under this agreement and these specifications, by reason of the negligence or carelessness of himself, his agents, his employees or his subcontractor's employees and agents.
- D) Should any other contractor or subcontractor having or who shall hereafter have a contract with the City for the performance of work upon the site sustain any damage through any act or omission of the contractor hereunder or through any act or omission of any subcontractor of contractor, contractor agrees to reimburse such other contractor for all such damages and to indemnify and hold the City harmless from all such claims.
- E) This agreement shall be binding on and insure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties thereof.

BID FORM**CITY OF COLUMBIA****WALKING TRAIL PAVING PROJECT**

Furnish equipment, material and labor required to construct a Walking Trail along the old railroad right-of-way for the City of Columbia, Illinois, in accordance with the Specifications prepared by the City of Columbia.

BASE BID				
ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST
ASPHALT PAVEMENT (1 1/2" SURFACE MIX)	SY	2000	11.38	22760.00
ASPHALT PAVEMENT (2" SURFACE MIX)	SY	667	18.62	12419.54
ASPHALT PAVEMENT (4" SURFACE MIX)	SY	67	33.77	2262.59
CONCRETE ADA RAMP	SF	102	27	2754.00
TOTAL BID AMOUNT				40196.13

ALTERNATE BID				
ASPHALT PAVEMENT (4" AGGREGATE BASE & 2" SURFACE MIX)	SY	???	28.75	N/A
CONCRETE ADA RAMP	SF	60	29	1740
TOTAL BID AMOUNT				

Contractor Name: Turman Contracting, LLC
Contractor Address: 300 Commerce Blvd.
Jerseyville, IL 62052
Contractor Phone No.: 618-781-4344
Contractor Fax No.: 618-639-4462
Contractor's Representative: Scott Turman Member
Scott Turman
Signature
Date: 9/9/2014

TABULATION OF BIDS

**Walking Trail Paving Project
Bid Opening: 9/10/14, 10:00 A.M.**

BIDDER	ITEM	PLAN QUANTITY	UNIT	BID PRICE PER UNIT	TOTAL BID PER ITEM	TOTAL BID	BID BOND	NOTES
Atlanta Asphalt Inc. 14297 Frank Scott Parkway Belleville, IL 62223	1 1/2" HMA	2000	SY	\$14.10	\$28,200.00	\$51,426.16	CASHIER'S CHECK	
	2" HMA	667	SY	\$25.00	\$16,675.00			
	4" HMA	67	SY	\$36.00	\$2,412.00			
	ADA Ramp	102	SF	\$40.58	\$4,139.16			
	Alternate Bid							
Sonnenberg Asphalt Company, Inc. 1460 Frank Scott Parkway Belleville, IL 62223	4" Base 2" HMA		SY	\$50.00		\$44,420.00	YES	
	ADA Ramp	60	SF	\$40.58	\$2,434.80			
	1 1/2" HMA	2000	SY	\$12.25	\$24,500.00			
	2" HMA	667	SY	\$18.00	\$12,006.00			
	4" HMA	67	SY	\$42.00	\$2,814.00			
ATRC, LLC 83 Hillcastle Lane Columbia, IL 62236	ADA Ramp	102	SF	\$50.00	\$5,100.00	\$41,204.50	CASHIER'S CHECK	ADDITIONAL WORK AS SPECIFIED \$15,000.75 TRUE TOTAL BID \$52,205.25
	Alternate Bid							
	4" Base 2" HMA		SY	\$37.00				
	ADA Ramp	60	SF	\$50.00	\$3,000.00			
	1 1/2" HMA	2000	SY	\$13.50	\$27,000.00			
Christ Bros. Asphalt, Inc. 820 S. Fritz St., P.O. Box 158 Lebanon, IL 62254	2" HMA	667	SY	\$15.75	\$10,505.25	\$72,415.22	YES	
	4" HMA	67	SY	\$22.39	\$1,500.13			
	ADA Ramp	102	SF	\$21.56	\$2,199.12			
	Alternate Bid							
	4" Base 2" HMA		SY	\$30.23				
Turman Contracting, LLC 300 Commerce Blvd. Jerseyville, IL 62052	ADA Ramp	60	SF	\$21.56	\$1,293.60	\$40,196.13	YES	
	1 1/2" HMA	2000	SY	\$22.72	\$45,440.00			
	2" HMA	667	SY	\$23.72	\$15,821.24			
	4" HMA	67	SY	\$50.38	\$3,375.46			
	ADA Ramp	102	SF	\$76.26	\$7,778.52			
Turman Contracting, LLC 300 Commerce Blvd. Jerseyville, IL 62052	4" Base 2" HMA		SY	\$66.59		\$40,196.13	YES	
	ADA Ramp	60	SF	\$129.64	\$7,778.40			
	1 1/2" HMA	2000	SY	\$11.38	\$22,760.00			
	2" HMA	667	SY	\$18.62	\$12,419.54			
	4" HMA	67	SY	\$33.77	\$2,262.59			
Turman Contracting, LLC 300 Commerce Blvd. Jerseyville, IL 62052	ADA Ramp	102	SF	\$27.00	\$2,754.00	\$40,196.13	YES	
	Alternate Bids							
	4" Base 2" HMA		SY	\$28.75				
	ADA Ramp	60	SF	\$29.00	\$1,740.00			
	Alternate Bids							