

Ordinance No. 14- 40

**AN ORDINANCE APPROVING A PUBLIC WORKS
CONTRACT WITH MENDENHALL CONSTRUCTION, INC.
PERTAINING TO A CONCRETE FLOOR**

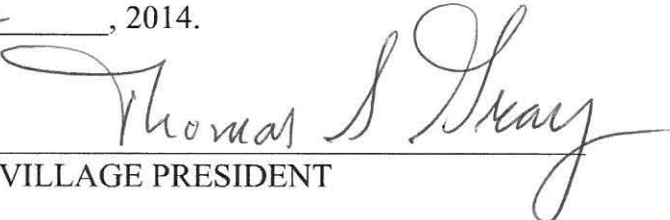
*BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE
VILLAGE OF CHATHAM, SANGAMON COUNTY, ILLINOIS, AS FOLLOWS:*

SECTION 1: Those certain Agreement between the Village of Chatham and Mendenhall Construction, Inc., pertaining to the installation of a concrete floor, a copy of which is attached hereto, is hereby approved. Advertising for bids in accordance with Section 8-9-1 of the Municipal Code is waived, and the material and labor bond is established at \$ 74,500.00.


SECTION 2: The President is authorized and directed to execute said Agreement on behalf of the Village, and the proper officers of the Village are directed to carry out the Agreement by its terms.

SECTION 3: This Ordinance is effective immediately.

PASSED this 26 day of AUG, 2014.


VILLAGE PRESIDENT

ATTEST:


Village Clerk

AYES: 4 CLAYTON KINSEY FORMEA SCHATTMAN

NAYS: 0

PASSED: 8-26-14 APPROVED; 8-26-14

ABSENT: 2 BOYLE HOLDEN



AGREEMENT

This Agreement is made this 26 day of AUG, 2014, by and between Mendenhall Construction, Inc. ("Contractor") and the Village of Chatham, an Illinois municipal corporation ("Owner").

In consideration of the mutual covenants herein contained, Owner and Contractor agree as follows:

1. Description of Work. Contractor agrees to perform certain work as set forth in a proposal dated August 11, 2014 and attached hereto as Exhibit A, for a price of \$74,500.00. In the event of a conflict between this Agreement and the Proposal, this Agreement shall prevail.

2. Time of Commencement and Completion. The work to be performed under this Contract shall be commenced on or before _____ and finished on or before _____, with reasonable extensions required as a result of inclement weather.

3. Payment. Owner shall pay Contractor 40% upon payment, and, subject to additions and deductions by written change order, the remainder upon completion of the work, completion of all punch list items, and approval by Owner's board of trustees on motion made, seconded and passed.

4. Work to be Performed in Good and Workmanlike Manner. The work to be performed under this Contract shall be performed in a good and workmanlike manner.

5. Material and Labor Bond Since this contract is in excess of \$50,000, and as required by the Public Construction Bond Act (Exhibit B hereto) material and labor bond cannot be waived, but is set at \$ _____. The bond may be in the form of a letter of credit.

6. Prevailing Wage. Contractor shall comply with the Illinois Prevailing Wage Law and has received a copy of the current Village of Chatham Prevailing Wage Ordinance.

7. Miscellaneous. This Contract shall be governed by Illinois law. This is the entire contract between the parties, and all prior statements and representations are hereby expressly disclaimed. This Contract shall be modified only in a writing signed by both parties and approved by the corporate authorities of the Owner. This Contract shall be effective upon its being signed by the parties and its approval by Ordinance adopted by the corporate authorities of the Owner.

AGREED on the date written above:

VILLAGE OF CHATHAM, ILLINOIS

By: _____
Village President

Attest: *Paul Schaefer*
Clerk



MENDENHALL CONSTRUCTION, INC.

By: _____
Its president

Mendenhall Construction, Inc.

17563 Mechanicsburg-Illiopolis Rd.
Buffalo, IL 62515
P. 217-364-5614 F. 217-364-5396

Contract/Proposal
August 11 , 2014

Village of Chatham
116 E. Mulberry
Chatham , IL. 62629
Attn: Shane Hill 217-483-2451

Job:Concrete Floor 60' wide – 180' length – 8" thick

180'x60'x8" thick with excavation , hauling of spoils, 4" of fill , sealer, 196 lin. ft. 12" wide 36" deep frost footings at overhead door openings.Floor finish to be smooth and sloped to drainage installed by others. Does not include drains, radiant heating, reinforcement wire, or under slab insulation.

Materials and Labor \$74,500.00

Payment Methods

- 1- 40% upon acceptance
- 2- Remainder due upon completion

All total amounts are due as stated. 5.00% interest will be added to the total due amount, if payment is not received on time. Further fees and interest may be applied. If in an agreement with the terms and conditions, please sign and return along with the 1st payment in order to schedule work to be performed.

Signature

Date

Thank You,
Mendenhall Construction, Inc.

Exhibit
A

Excerpts from Public Construction Bond Act, 30 ILCS 550/1 et seq.

Sec. 1. Except as otherwise provided by this Act, all officials, boards, commissions, or agents of this State, or of any political subdivision thereof, in making contracts for public work of any kind costing over \$50,000 to be performed for the State, or of any political subdivision thereof, shall require every contractor for the work to furnish, supply and deliver a bond to the State, or to the political subdivision thereof entering into the contract, as the case may be, with good and sufficient sureties. The amount of the bond shall be fixed by the officials, boards, commissions, commissioners or agents, and the bond, among other conditions, shall be conditioned for the completion of the contract, for the payment of material used in the work and for all labor performed in the work, whether by subcontractor or otherwise.

If the contract is for emergency repairs as provided in the Illinois Procurement Code, proof of payment for all labor, materials, apparatus, fixtures, and machinery may be furnished in lieu of the bond required by this Section.

Each such bond is deemed to contain the following provisions whether such provisions are inserted in such bond or not:

"The principal and sureties on this bond agree that all the undertakings, covenants, terms, conditions and agreements of the contract or contracts entered into between the principal and the State or any political subdivision thereof will be performed and fulfilled and to pay all persons, firms and corporations having contracts with the principal or with subcontractors, all just claims due them under the provisions of such contracts for labor performed or materials furnished in the performance of the contract on account of which this bond is given, when such claims are not satisfied out of the contract price of the contract on account of which this bond is given, after final settlement between the officer, board, commission or agent of the State or of any political subdivision thereof and the principal has been made."

* * *

When other than motor fuel tax funds, federal-aid funds, or other funds received from the State are used, a political subdivision may allow the contractor to provide a non-diminishing irrevocable bank letter of credit, in lieu of the bond required by this Section, on contracts under \$100,000 to comply with the requirements of this Section. Any such bank letter of credit shall contain all provisions required for bonds by this Section.

EXHIBIT B

ORDINANCE CERTIFICATE

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Chatham, Sangamon County, Illinois.

I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 14-40, adopted by the President and Board of Trustees of said Village on the 26 day of AUG, 2014, said Ordinance being entitled:

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I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Village, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Village this 26 day of AUG, 2014.



Village Clerk

