

ORDINANCE NO. 9697-104

AN ORDINANCE APPROVING
AN AGREEMENT WITH THE STATE OF ILLINOIS DEPARTMENT OF
TRANSPORTATION

(North Goodwin Avenue Regional Stormwater Detention Basin)

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA,
ILLINOIS, as follows:

Section 1. That an Agreement between The State of Illinois Department of Transportation and the City of Urbana, in the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

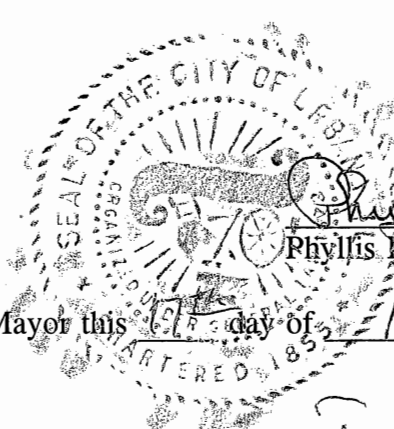
Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED by the City Council this 17th day of March, 1997.

AYES: Hayes, Kearns, Patt, Pollock, Ryan, Taylor, Whelan

NAYS:

ABSTAINED:



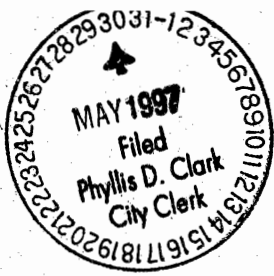
Phyllis D. Clark
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this 17th day of March, 1997.

Tod Satterthwaite
Tod Satterthwaite, Mayor

THIS ORDINANCE CONSISTS OF 1 PAGES.

Initials SP



City of Urbana
North Goodwin Avenue Regional
Stormwater Detention Basin Project
Section Number 97-00330-00-SR
April 30, 1997

AGREEMENT

1. THIS AGREEMENT, made and concluded this 30 day of May, 1997 between City of Urbana, Champaign County, Illinois, acting by and through its authorized agent, known as the OWNER, and Central Illinois Tile Co.
_____ his/their heirs, executors, administrators, successors or assigns, known as the CONTRACTOR.
2. WHEREAS, the WORK is official known as North Goodwin Avenue Regional Basin Project
3. WHEREAS, the OWNER has heretofore duly advertised for sealed BIDS for the performance of said WORK in accordance with the requirements of the Illinois Compiled Statutes, made and provided;
4. WHEREAS, the OWNER received BIDS on May 12, 1997 and subsequently determined the CONTRACTOR's BID to be the lowest, best responsive BID; and
5. WHEREAS, said BID was stated in unit prices for a total of Four Hundred Thirteen Thousand One Hundred Forty-One (\$413,141.90) and Ninety Cents for those alternates accepted by the OWNER.

NOW THEREFORE, it is hereby covenanted and agreed by and between the OWNER and CONTRACTOR as follows:

- A. That for and in consideration of the payments and agreements mentioned in the BID PROPOSAL attached hereto, and made a part hereof, to be made and performed by OWNER, the CONTRACTOR agrees with said OWNER at the CONTRACTOR's own proper cost and expense to do all the WORK, furnish all materials and all labor necessary to complete the WORK in accordance with the PLANS, GENERAL CONDITIONS, SUPPLEMENTAL GENERAL CONDITIONS, SPECIAL PROVISIONS AND SPECIFICATIONS hereinafter described, and in full compliance with all of the terms of these CONTRACT DOCUMENTS and the requirements of the ENGINEER under it.

- B. And it is also understood and agreed that the INSTRUCTIONS TO BIDDERS, CONTRACT DOCUMENTS, STANDARD SPECIFICATIONS, GENERAL CONDITIONS, SUPPLEMENTAL GENERAL CONDITIONS, SPECIFICATIONS, TECHNICAL SPECIAL PROVISIONS, ALL ADDENDA ISSUED, BID PROPOSAL, AND CONTRACT BOND attached hereto and made a part hereof, and the PLANS for the North Goodwin Avenue Regional Stormwater Detention Basin Project, dated April 30, 1997, are all essential documents of this CONTRACT and are a part hereof.
- C. That said WORK shall be commenced within ten (10) days after being notified by the OWNER or the ENGINEER for the OWNER, weather permitting, and the CONTRACTOR shall proceed in performing said WORK with due diligence and without unnecessary or unreasonable delay and shall complete the same as provided for in the CONTRACT DOCUMENTS referenced above.

Should the CONTRACTOR fail to complete the WORK on or before the completion date stipulated in the CONTRACT or within such extended time as may have been allowed, the CONTRACTOR shall be liable to the OWNER in the amount, as specified in Article 108.09 of the STANDARD SPECIFICATIONS per calendar day. Such sums are considered not as a penalty, but as liquidated damages for each day of overrun in the CONTRACT TIME or such extended time as may have been allowed.

- D. The CONTRACTOR shall receive payment from the OWNER for performance of the WORK in accordance with the requirements of the CONTRACT DOCUMENTS referenced above.
- E. That it is expressly understood and agreed between the parties hereto that the OWNER shall determine whether the WORK performed is acceptable and whether or not the CONTRACTOR is proceeding with all due diligence and without any unnecessary delays.
- F. That the CONTRACTOR agrees to do all said WORK in a good and workmanlike manner to the complete satisfaction of the OWNER and, if the CONTRACTOR shall, by unreasonable delay, make it appear to the OWNER that the WORK will not be completed as set forth above, then the OWNER reserves the right to suspend the WORK or terminate the CONTRACT in accordance with the provisions of the CONTRACT DOCUMENTS referenced above.
- G. That the CONTRACTOR has furnished OWNER with a CONTRACT BOND as required in the CONTRACT DOCUMENTS referenced above.

- H. That the CONTRACTOR has furnished the OWNER with insurance coverage in accordance with the CONTRACT DOCUMENTS referenced above.
- I. That the CONTRACTOR shall indemnify and save harmless the OWNER, its officers and employees as provided in the CONTRACT DOCUMENTS referenced above.

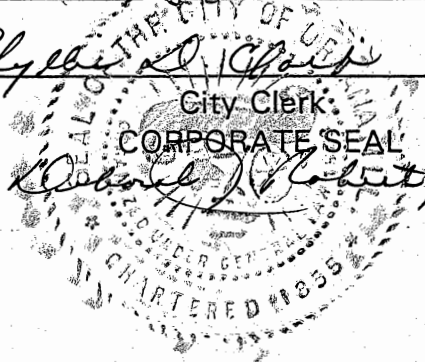
IN WITNESS WHEREOF, the parties have hereunto executed this CONTRACT in triplicate, each of which shall be considered an original as of the day and year first above written.

For OWNER: City of Urbana, Illinois

By: Tal Sutterthwaite

By: Phyllis R. Clark

City Clerk:
CORPORATE SEAL
by Deborah J. Robert, Deputy Clerk



City of Urbana
North Goodwin Avenue Regional
Stormwater Detention Basin Project
Section Number 97-00330-00-SR
April 30, 1997

(If an individual)

Firm Name: _____

Signature of BIDDER: _____ (SEAL)

Business Address: _____

Telephone: _____

Telefax: _____

(If a partnership)

Firm Name: _____ (SEAL)

Signed by: _____ (SEAL)

Business Address: _____

Telephone: _____

Telefax: _____

Insert
Names and
Addresses
of All Members
of the Firm

(_____
(_____
(_____
(_____
(_____
(_____

City of Urbana
North Goodwin Avenue Regional
Stormwater Detention Basin Project
Section Number 97-00330-00-SR

April 30, 1997

(If a corporation)

Corporate Name: Central Illinois Tile Co.

Signed by: , President

Business Address: 3302 N. Mattis Ave.

P.O. Box 3755

Champaign, IL 61826-3755

Telephone: 217/359-7945

Telefax: 217/359-9683

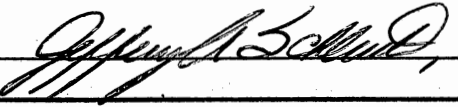
Insert
Names of
Officers

(THOMAS G. COURSON)

(WILLIAM L. SCHLUETER)

(JEFFERY A. SCHLUETER)

(Corporate Seal)

Attest:  Secretary

(If a joint venture)

Venture Name: _____ (SEAL)

Signed by: _____ (SEAL)

Business Address: _____

Telephone: _____

Telefax: _____

Insert Names
and Addresses of
all Joint
Venture Members

(_____)

(_____)

(_____)

(_____)

CONTRACT BOND

0250-16-076168

We Central Illinois Tile Co., as
PRINCIPAL, and Employers Insurance of Wausau, a Mutual Company,
as SURETY, are held and firmly bound unto the City of Urbana, Champaign County,
Illinois (hereafter referred to as OWNER) in the penal sum of Four Hundred Thirteen
Thousand, One Hundred Fourty-One and Ninety-Hundredths Dollars (\$ 413,141.90)

lawful money of the United States, well and truly to be paid unto said OWNER for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the OWNER this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL has entered into a written contract with the OWNER acting through its awarding authority for the construction of WORK on the PROJECT known as the North Goodwin Avenue Regional Stormwater Detention Basin Project Section Number 97-00330-00-SR, which CONTRACT is hereby referred to and made a part hereof, as if written herein at length, and whereby the said PRINCIPAL has promised and agreed to perform said WORK in accordance with the terms of said CONTRACT, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such PRINCIPAL for the purpose of performing such WORK and has further agreed to pay all direct and indirect damages to any person, firm, company, or corporation suffered or sustained on account of the performance of such WORK during the time thereof and until such WORK is completed and accepted; and has further agreed that this BOND shall inure to the benefit of any persons, firm, company, or corporation, to whom any money may be due from the PRINCIPAL, SUBCONTRACTOR or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such BOND by any such person, firm, company, or corporation, for the recovery of any such money.

NOW THEREFORE, if the said PRINCIPAL shall well and truly perform said WORK in accordance with the terms of said CONTRACT, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such WORK, and shall commence and complete the WORK within the time prescribed in said CONTRACT, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such WORK during the time of the performance thereof and until the said WORK shall have been accepted, and shall hold the OWNER and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said CONTRACT, then this obligation to be void; otherwise to remain in full force and effect and upon notice to the SURETY of the PRINCIPAL'S failure to perform, the SURETY shall perform the obligations of the PRINCIPAL hereunder.

The OWNER may sue on this Bond, and any person furnishing material or performing labor, either as an individual or as a SUBCONTRACTOR, shall have the right to sue on this Bond in the name of the OWNER for its use and benefit.

The said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the CONTRACT or the CONTRACT DOCUMENTS accompanying the same or to the WORK to be performed thereunder shall in any way affect its obligations on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the CONTRACT or to the WORK or to the CONTRACT DOCUMENTS.

PROVIDED, FURTHER that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

In addition, the PRINCIPAL and SURETY, jointly and severally, expressly guarantee that all services to be performed, all material to be furnished and all performance under the CONTRACT shall be fulfilled in accordance with all requirements of the CONTRACT and the CONTRACT DOCUMENTS. In addition, PRINCIPAL and SURETY, jointly and severally, expressly guarantee that in the event OWNER is required to enforce this BOND in a court of law, OWNER will be indemnified with respect to all court cost and reasonable attorneys' and witness fees which are related to such enforcement proceedings.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers and their corporate seals to

be hereunto affixed this 28th day of May, A.D. 1997

SURETY

PRINCIPAL

EMPLOYERS INSURANCE OF WAUSAU, A MUTUAL

Central Illinois Tile Co.

(Name of Surety) **COMPANY** (Seal)

(Company Name) (Seal)

By: Ronald A. Koopman
(Signature of Attorney-in-Fact)

Ronald A Koopman

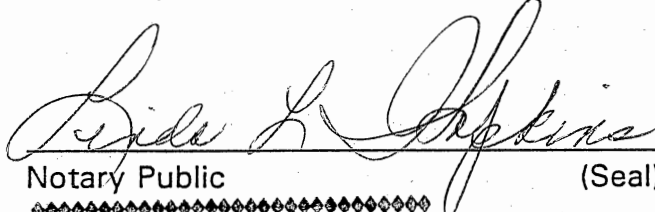
By: Tom Carlson
(Signature & Title)

STATE OF ILLINOIS, COUNTY OF Macon

I, Linda L Hopkins, a Notary Public in and for said County, do hereby certify that
Tom Courson & Ronald A Koopman (insert names of individuals
signing on behalf of Principal and Surety), who are each personally known to me to
be the same persons whose names are subscribed to the foregoing instrument on
behalf of PRINCIPAL and SURETY, appeared before me this day in person and
acknowledged respectively, that they signed, sealed, and delivered said instruments
as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 28th day of May A.D. 19 97.

My commission expires 10/9/00


Notary Public (Seal)



EMPLOYERS INSURANCE OF WAUSAU A Mutual Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the EMPLOYERS INSURANCE OF WAUSAU A Mutual Company, a corporation duly organized and existing under the laws of the State of Wisconsin, and having its principal office in the City of Wausau, County of Marathon, State of Wisconsin, has made, constituted and appointed, and does by these presents make, constitute and appoint _____

KEVIN J. BREHENY, RANDY S. CANNADY, RONALD A. KOOPMAN,
LINDA L. HOPKINS, TIM R. PATTON

its true and lawful attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver ANY OR ALL BONDS, UNDERTAKINGS, RECOGNIZANCES OR OTHER WRITTEN OBLIGATIONS IN THE NATURE THEREOF **INCLUDING CONSENTS OF SURETY AND WAIVERS TO THE CONDITIONS OF CONTRACTS. NOT TO EXCEED THE PENAL SUM OF TEN MILLION DOLLARS (\$10,000,000).**

and to bind the corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the corporation and duly attested by its secretary hereby ratifying and confirming all that the said attorney-in-fact may do in the premises.

This power of attorney is granted pursuant to the following resolution adopted by the Board of Directors of said Company at a meeting duly called and held on the 18th day of May, 1973, which resolution is still in effect:

"RESOLVED, that the President and any Vice President — elective or appointive — of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company be, and that each of them hereby is, authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute on behalf of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company bonds, undertakings and all contracts of suretyship; and that any secretary or assistant secretary be, and that each or any of them hereby is, authorized to attest the execution of any such power of attorney, and to attach thereto the seal of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company."

"FURTHER RESOLVED, that the signatures of such officers and the seal of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures and facsimile seal shall be valid and binding upon the EMPLOYERS INSURANCE OF WAUSAU A Mutual Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

IN WITNESS WHEREOF, EMPLOYERS INSURANCE OF WAUSAU A Mutual Company has caused these presents to be signed by the vice president and attested by its assistant secretary, and its corporate seal to be hereto affixed this 1ST day of DECEMBER, 19 94.



EMPLOYERS INSURANCE OF WAUSAU A Mutual Company

By J. Stephen Ryan Vice President

Attest: R. J. Besteman
R. J. Besteman Assistant Secretary

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

On this 1ST day of DECEMBER, 1994, before me personally came J. Stephen Ryan

to me known, who being by me duly sworn, did depose and say that he is a vice president of the EMPLOYERS INSURANCE OF WAUSAU A Mutual Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year herein first above written.

Patricia A. Kleman

Patricia A. Kleman

Notary Public

NOTARY PUBLIC
STATE OF WISCONSIN

MY COMMISSION EXPIRES MAY 24, 1998



STATE OF WISCONSIN)
CITY OF WAUSAU) ss.
COUNTY OF MARATHON)

CERTIFICATE

I, the undersigned, assistant secretary of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company, a Wisconsin corporation, do hereby certify that the foregoing and attached power of attorney, WHICH MUST CONTAIN A VALIDATING STATEMENT PRINTED IN THE MARGIN THEREOF IN RED INK, remains in full force and has not been revoked; and furthermore that the resolution of the Board of Directors set forth in the power of attorney is still in force.

Signed and sealed in the City of Wausau, Marathon County, State of Wisconsin, this 1ST day of May, 1997.



R. J. Besteman

R. J. Besteman

Assistant Secretary

WARNING THIS IS NOT A VALID POWER OF ATTORNEY IF THIS STATEMENT DOES NOT APPEAR IN RED INK