

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION
OF A CONTRACT WITH HENSON ROBINSON COMPANY, INC. FOR THE
CHEMICAL FEED UPGRADES AND BULK WATER UPGRADES**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR,
ILLINOIS:**

Section 1. That the tabulation of bids received for Chemical Feed Upgrades and Bulk Water Upgrades, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Henson Robinson Company, Inc. in the amount of \$5,378,271.00 be, and it is hereby accepted, and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute a contract between the City of Decatur, Illinois, and Henson Robinson Company, Inc., attached hereto as Exhibit A and made a part hereof, for said plan, in the amount of \$5,378,271.00.

Section 4. That at the end of the contract and after the City has verified and documented that Minority Business Enterprise expenditures met or exceeded twenty percent (20%) of the total contract value, the City will pay 2% of the final contract value up to a maximum of \$50,000 as a bonus.

PRESENTED and ADOPTED this 15th day of April 2024.

Julie Moore Wolfe, Mayor

ATTEST:

Kim L. Althoff, City Clerk

Exhibit A

CONTRACT

THIS CONTRACT, made and entered into this 15th day of April, 2024 by and between the City of Decatur, Illinois, hereinafter called "Owner", and HENSON ROBINSON COMPANY hereinafter called the "Contractor".

WITNESSETH:

That for and in consideration of the payments, covenants, and agreements stated herein, the Contractor and Owner agree as follows:

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with "*Chemical Feed Upgrades and Bulk Water Upgrades, 2022-02 and 2022-16*", all in strict accordance with the Contract Documents, including any and all Addenda prepared by the City Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor's Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.
2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.
3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.
4. **The Completion Date for this project is *October 31, 2025*.** The Contractor shall complete all work subject to the date on or before the specified date.
5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Advertisement for Bids
Information for Bidders
Bid Proposal
Non-Collusion Affidavit
Contract (This Instrument)
Contract Change Orders
Performance Bond
Addenda

Special Provisions
Project Drawings
Standard Drawings
Special Conditions
General Conditions
Supplemental Specifications
Standard Specifications
Appendices

The above-named documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work product.

In case of discrepancy, the order of precedence is as follows:

1. Contract Change Orders
2. Contract
3. Addenda
4. Special Provisions
5. Project Drawings
6. Standard Drawings
7. Appendices to the Project Manual
8. Special Conditions
9. General Conditions
10. Supplemental Specifications
11. Standard Specifications

In the event there is a conflict between any of the above listed documents, the provision of the document with the lower numerical value shall govern over those documents with a high numerical value.

The Contractor shall not take advantage of any apparent error or omission in the plans or specifications. In the event the Contractor discovers such an error or omission, the bidder shall immediately notify the Owner. The Owner will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

6. It is agreed by the parties to this Contract that this Contract shall be executed in quadruplicate, one copy for the Contractor, and three copies for the Owner.

ATTEST:

CITY OF DECATUR, ILLINOIS

CITY CLERK

By _____
MAYOR

HENSON ROBINSON COMPANY

SECRETARY (Corporate Seal)

By _____
PRESIDENT

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

PRINCIPAL

HENSON ROBINSON COMPANY

(Company Name) _____ (Company Name)

By: _____ By: _____
(Signature & Title) (Signature & Title)

Attest: _____ Attest: _____
(Signature & Title) (Signature & Title)

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

STATE OF ILLINOIS,

COUNTY OF _____

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

(Insert names of individuals signing on behalf of PRINCIPAL)

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

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

My commission expires _____ Notary Public (SEAL)

SURETY

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

STATE OF ILLINOIS,

(SEAL)

COUNTY OF _____

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

(Insert names of individuals signing on behalf of SURETY)

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

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

My commission expires _____ Notary Public (SEAL)

CITY OF DECATUR

Approved this _____ 15th _____ day of _____ April _____, A.D. 2024

Attest:

City Council

Kim Althoff, City Clerk

City of Decatur, Illinois

Julie Moore Wolfe, Mayor

RETURN WITH BID

**CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
for
CHEMICAL FEED UPGRADES AND BULK WATER UPGRADES
CITY PROJECTS 2022-02 AND 2022-16**

Bidder will complete the Work in accordance with the Contract Documents for the following bid prices:

BASE BID

CHEMICAL FEED UPGRADE	2022-02	\$ <u>4,896,833.⁰⁰</u>
BULK WATER UPGRADES	2022-16	\$ <u>181,438.⁰⁰</u>
Alterations, cancellations, extensions, deductions and extra work		\$ <u>300,000</u>
TOTAL LUMP SUM BID PRICE FOR BASE BID		\$ <u>5,378,271.⁰⁰</u>

TOTAL LUMP SUM BID PRICE FOR BASE BID IN WORDS

Five Million Three Hundred Seventy-eight thousand
Two Hundred Seventy one Dollars

2.02 REPLACE page number 21 with the attached page number 21, and use this page for the Bid Proposal

RETURN WITH BID

The BIDDER agrees to accept as full payment for the work proposed as an additive or deductive alternate under this project as herein specified and as shown on the Drawings, based upon the undersigned's own estimate of quantities and costs and the following Alternate Bid Item Price. The BIDDER agrees that the alternate bid item price represents a true measure of the labor and materials required to perform the Work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

Additive or Deductive Alternate Bid prices are not to be included in the Total Lump Sum Bid Amount. The Owner may or may not accept any or all of the Additive or Deductive alternate bid items. with the base bid work at the owner's sole discretion.

ALTERNATE BID

ALTERNATE BID IS TO PROVIDE AND INSTALL FOUR (4) NEW PEBBLE LIME SLAKER FEED SYSTEMS IN LIUE OF THE FOUR (4) NEW HIGH DENSITY HYDRATED LIME FEED SYSTEMS.

Cost to be (circle one) ADDED or DEDUCTED from the Base Bid Cost \$ 1,533,369.⁰⁰

Cost to be (circle one) ADDED or DEDUCTED from the Base Bid Cost in words:

One Million Five Hundred Thirty-Six Thousand.
Three Hundred Sixty-nine dollars