
THE CITY OF ROCHELLE
Ogle County, Illinois

ORDINANCE
NO. _____

**AN ORDINANCE ACCEPTING AND APPROVING THE PROPOSAL FROM BRUNS
CONSTRUCTION, INC. FOR THE IMPROVEMENTS TO THE ROCHELLE
RAILROAD PARK GIFT SHOP**

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

TOM McDERMOTT
BIL HAYES
KATE SHAW-DICKEY
DAN McDERMOTT
JOHN GRUBEN
ROSAELIA ARTEAGA
City Council

Published in pamphlet form by authority of the Mayor and City Council of the City of Rochelle
Law Offices of Peterson, Johnson, & Murray—Chicago, City Attorneys
200 W. Adams, Ste. 2125, Chicago, IL 60606

ORDINANCE NO: _____
Date Passed: January 9, 2023

**AN ORDINANCE ACCEPTING AND APPROVING THE PROPOSAL FROM BRUNS
CONSTRUCTION, INC. FOR THE IMPROVEMENTS TO THE ROCHELLE
RAILROAD PARK GIFT SHOP**

WHEREAS, Section 7 of Article VII of the 1970 Constitution of the State of Illinois provides that a municipality that is not a home rule unit shall only have the powers granted to them by law and as such the City of Rochelle (“City”), Ogle County, Illinois being a non-home rule unit pursuant to the provisions of said Section 7 of Article VII, and may exercise only the powers expressly granted by law; and

WHEREAS, the Illinois General Assembly granted non-home rule municipalities broad authority to “pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities.” 65 ILCS 5/1-2-1; and

WHEREAS, while “non-home rule municipalities have the authority to enact ordinances, such ordinances may in no event conflict with state law or prohibit what a state statute expressly permits . . . A local ordinance may impose more rigorous or definite regulations in addition to those enacted by the state legislature so long as they do not conflict with the statute.” (*Village of Wauconda v. Hutton*, 291 Ill. App. 3d 1058, 1060 (1997)); and

WHEREAS, the City operates the Rochelle Railroad Park Gift Shop (“Gift Shop”); and

WHEREAS, the City Council previously authorized the retention of Willett Hoffmann to prepare the specifications for the renovation of the Gift Shop and supervise the bidding and construction observation services; and

WHEREAS, the City issued a Request for Proposals based upon the design specification prepared by Willet Hofmann for the Project (“the RFP”) and also published the RFP in the Rochelle News Leader on November 9, 2022, and

WHEREAS, in accordance with the RFP, on December 13, 2022 the City received and properly opened three (3) sealed proposals; and

WHEREAS, after analysis of the proposals submitted, the City’s staff and professional engineers has concluded that the proposal submitted by Bruns Construction, Inc., in the amount of \$167,175.00 meets the City’s specifications pursuant to the RFP and is most advantageous to the City; and

WHEREAS, City Staff recommends additional spending authority in an amount not to exceed **\$28,575.00** to negotiate further change order work; and

WHEREAS, the Mayor and City Council finds that it is in the best interest of the City and its residents to accept and approve the proposal of Bruns Construction, Inc., in the amount of \$167,175.00 and authorize additional spending authority in an amount not to exceed \$17,000.00 to negotiate change order work for the Project; and

NOW, THEREFORE BE IT ORDAINED by the Mayor and Council of the City of Rochelle as follows:

SECTION ONE: That the City hereby incorporates all of the recitals above into this Ordinance as if fully set forth herein.

SECTION TWO: The Mayor and City Council hereby accept and approve the proposal of Bruns Construction, Inc., in the amount of \$167,175.00 (attached hereto as Exhibit 1), authorizes additional spending authority in an amount not to exceed \$17,000.00 to negotiate change order work for the Project, and authorize the City Manager to execute any and all necessary agreements to memorialize the terms of said proposal, in a form to be reviewed by the City Attorney.

SECTION THREE: If any provision of this Ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

SECTION FOUR: Where the conditions imposed by any provisions of this Ordinance are more restrictive than comparable provisions imposed elsewhere in any other local law, ordinance, resolution, rule or regulation, the regulations of this Ordinance will govern.

SECTION FIVE: The City Clerk shall publish this Ordinance in pamphlet form.

SECTION SIX: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED this 9th day of January, 2023.

AYES:

NAYS:

ABSENT:

ATTEST:

City Clerk

Mayor

EXHIBIT 1

BID DOCUMENT

SUBMIT TWO ORIGINAL COPIES

CITY OF ROCHELLE, ILLINOIS

**ROCHELLE RAILROAD PARK
GIFT SHOP IMPROVEMENTS PROJECT**

PREPARED BY:



DATE OF RELEASE: November 11, 2022

BIDS DUE: December 9, 2022 at 3:00 PM

WHA PROJECT #1302D22

The attached enclosed items are to be submitted as the Bid Package
per Document 00 21 13 – Instructions to Bidders in the Project Manual:

**Bid Form for Lump Sum Contract
Bid Security
Tax Certification
Non-Collusion Affidavit**

BID FORM

To: City of Rochelle, Illinois
420 North 6th Street
Rochelle, Illinois 61068

Project: Rochelle Railroad Park
Gift Shop Improvements Project
124 North 9th Street
Rochelle, Illinois 61068

Date: 12/13/22

Submitted by: (Official full name of firm and legal address)

Bruns Construction Inc.
350 N. 15th St. / P.O. Box 400
Rochelle, IL 61068

1. OFFER

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Project Manual/Contract Documents dated November 11, 2022, prepared by Project Engineer Willett, Hofmann & Associates, Inc., 809 East 2nd Street, Dixon, Illinois, for the above-mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work described on the Drawings and Specifications for the Sum of:

BASE BID:

EIGHTY SIX THOUSAND AND TWENTY FIVE DOLLARS

(\$ 86,025.00) in lawful money of the United States of America.
Amount shall be in both words and figures. In case of discrepancy the amount stated in words shall govern.

We have included a bid security, attached herewith, as required by the Instruction to Bidders and all applicable taxes, permitting and fees including: Federal, State of Illinois, County of Ogle and City of Rochelle are included in the Bid Sum. This base bid amount covers all expenses incurred in performing the work required under the contract documents including payment of prevailing wages in accordance with the Illinois Prevailing Wage Act.

ALTERNATE BIDS:

ALTERNATE BID 1: All work as indicated as Alternate Bid 1 on Drawings and Specifications, including but not limited to new doors, new ramp, new pavement, associated site work and other associated demolition and other work.

ADD SEVENTY FIVE THOUSAND ONE HUNDRED THIRTY FIVE DOLLARS

(ADD: \$ 75,135⁰⁰)

Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

ALTERNATE BID 2: All work as indicated as Alternate Bid 2 on Drawings and Specifications, namely removal of portion of existing wall, installation of new window and header, track lighting, and patching of interior finishes and other associated work.

ADD FOUR THOUSAND AND FORTY DOLLARS

(ADD: \$ 4,040⁰⁰)

Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

ALTERNATE BID 3: All work as indicated as Alternate Bid 3 on Drawings and Specifications, namely removal of existing gutters and downspouts and installation of new gutters and downspouts and other associated work.

ADD ONE THOUSAND NINE HUNDRED SEVENTY FIVE DOLLARS

(ADD: \$ 1,975⁰⁰)

Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

No alternate bids will be considered unless specifically requested on this Bid form.

2. ACCEPTANCE

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids. Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract within fifteen (15) calendar days and deliver the required bonds and an acceptable Certificate of Insurance and all other requirements as specified by the bidding documents.

3. CONTRACT TIME

If this Bid is accepted, we will:

Be available to start the Work within SIXTY (60)
calendar days from Bid Opening, and

Complete the Work in NINETY (90)
calendar days from the date of the Notice to Proceed.

4. ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum # 1 Dated 11/21/22 Addendum # Dated
Addendum # 2 Dated 12/6/22 Addendum # Dated

5. APPENDICES

The following documents are attached to and made a condition of the Bid:

Bid security in form of: CASHIER'S CHECK
In the amount of: \$4400.00

If this Bid is accepted within the indicated time, and we fail to provide the required insurance certificates, required bonds or fail to commence the work, the Bid security shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the Bid security or the difference between this Bid and the Bid upon which a Contract is signed. In the event our Bid is not accepted within the time stated above, the required Bid security will be returned to the undersigned, according to the provisions of the Instructions to Bidders, unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

6. SUPPLEMENTAL INFORMATION

List of Subcontractors \ Major Suppliers:

The following work will be performed or provided by subcontractors and coordinated by us (provide additional sheets as necessary):


[illegible]

6. BID FORM SIGNATURES

The Corporate Seal of:

BRUNS CONSTRUCTION INC.
(Company Name)

was hereunto affixed in the presence of:

<u>TIM BRUNS</u>	<u>President</u>
Authorized Signing Officer (Printed or Typed)	Title
<u></u>	<u>12/13/22</u>
Signature of Authorized Signing Officer	Date

END OF DOCUMENT

TAX CERTIFICATION

I, Tim Bruns, President, of
(Name) (Title)

Bruns Construction Inc. do hereby certify under oath that
(Organization)

Bruns Construction Inc. is not delinquent in the payment
(Organization)

of any tax administered by the Illinois Department of Revenue.

Date: 12/13/22

By: [Signature]

Title: President

Organization: Bruns Construction Inc.

Subscribed and sworn to before me this

13th day of December, 20 22.

By Christopher A. Alfano

Title Notary Public

My Commission Expires 4-29-24



NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of ILLINOIS)
County of DELR) ss.

Tim Bruns, being first duly sworn, deposes and says that:

- (1) She/He is President of Bruns Construction Inc., the Bidder that has submitted the attached Bid;
- (2) She/He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Rochelle or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

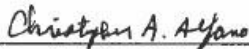


(Signed)

Tim Bruns President

(Name & Title)

Subscribed and sworn to before me this
13th day of December, 2022.


(Notary Public)

My commission expires 4-29-24.



STATE OF ILLINOIS)
)
COUNTY OF OGLE) SS.

CERTIFICATE

I, Rose Hueramo, City Clerk of the City of Rochelle, County of Ogle and State of Illinois,
DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. _____,
“AN ORDINANCE ACCEPTING AND APPROVING THE PROPOSAL FROM BRUNS
CONSTRUCTION, INC. FOR THE IMPROVEMENTS TO THE ROCHELLE RAILROAD
PARK GIFT SHOP” which was adopted by the Mayor and City Council of the City of Rochelle
on January 9, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of
the City of Rochelle this 9th day of January, 2023.

CITY CLERK