

ORDINANCE NO. 10-25

AN ORDINANCE ACCEPTING BID FOR FUSING PIPE

WHEREAS, the Village has an agreement with the South Sangamon County Water District to act as the "Lead Agency" for the installation of the transmission main; and

WHEREAS, the Village has requested and received proposals and staff is recommending the lowest proposal Underground Solutions Construction for bid price of 8.40 per foot for a bid price of \$115,752.00

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, ILLINOIS, AS FOLLOWS:

SECTION 1: That the proposal from Underground Solution Construction as described above is hereby approved.

SECTION 2: The Village Manager is hereby directed to complete the contract, notice of award and notice to proceed documents at the appropriate timing.

SECTION 3: This Ordinance is effective upon its passage and approval.

PASSED THIS 27TH DAY OF APRIL, 2010

Thomas S. Gray, President
Village of Chatham

ATTEST:
Pat Schad, Village Clerk



AYES: 5 HERR BOYLE REYNOLDS KAVANAGH
NAYS: 1 MAU
ABSENT: 0

PASSED: 4-27-10
APPROVED: 4-27-10

GREENE & BRADFORD, INC.
 3501 CONSTITUTION DRIVE
 SPRINGFIELD, IL 62111-7007
 (217) 783-2644
 (217) 783-6227 FAX
 WWW.GREENERANDBRADFORD.COM

PROJECT NO: 06105
 DESCRIPTION: DIRECTIONAL BORING AND PULLING
 CALC. BY: GSK DATE: 4/10/10
 CHKD BY: DATE:

REVISED 4/23/10 SNYDERS NEW COST
 REVISED 4/20/10 ADDED EBI 10" COST

NEW QUOTE 4/22/10

DIRECTIONAL BORING AND PULLING CONTRACTOR QUOTES	AS BID INSTALL INCLUDING FUSING				EBI INSTALL				KING CONTRACTING INSTALL				JLB CONSTRUCTION INSTALL				J.K. SNYDER CO., INC. INSTALL					
	PIPE FURNISHED BY SBWC		PIPE FURNISHED AND FUSED		PIPE FURNISHED AND FUSED		PIPE FURNISHED AND FUSED		PIPE FURNISHED AND FUSED		PIPE FURNISHED AND FUSED		PIPE FURNISHED AND FUSED		PIPE FURNISHED AND FUSED		PIPE FURNISHED AND FUSED					
	QTY AS BID	UNIT	UNIT PRICE LOW BID	TOTAL PRICE LOW BID	UNIT PRICE QUOTE	UNDERGROUND SOLUTIONS	FUSED PER FOOT	TOTAL PRICE QUOTE	UNIT PRICE QUOTE	UNDERGROUND SOLUTIONS	FUSED PER FOOT	TOTAL PRICE QUOTE	UNIT PRICE QUOTE	UNDERGROUND SOLUTIONS	FUSED PER FOOT	TOTAL PRICE QUOTE	UNIT PRICE QUOTE	UNDERGROUND SOLUTIONS	FUSED PER FOOT	TOTAL PRICE QUOTE		
PHASE 2A (NO BIDDER BUY USE MCINTIRE) BORE AND PULL 12" C-900 RJ ADDED 12" C-900 RJ	1230 856	FT FT	\$80.00 \$110,700.00	\$29.00 \$29.00	\$35,870.00 \$24,785.00	\$29.00 \$29.00	\$24,785.00 \$24,785.00	\$57.00 \$57.00	\$70,110.00 \$48,735.00	\$57.00 \$57.00	\$48,735.00 \$48,735.00	\$108.00 \$108.00	\$108.00 \$108.00	\$130,380.00 \$90,830.00	\$60.00 \$60.00	\$60.00 \$60.00	\$73,800.00 \$51,300.00					
BORE AND PULL 10" FUSIBLE PVC DR 25 ADDED 18" FUSIBLE PVC	5020 920	FT FT	\$189.00 \$950,481.00	\$74.00 \$74.00	\$82.40 \$82.40	\$82.40 \$82.40	\$414,389.60 \$76,808.00	\$112.00 \$112.00	\$8.40 \$8.40	\$120.40 \$120.40	\$805,491.60 \$110,788.00	\$108.00 \$108.00	\$8.40 \$8.40	\$118.40 \$107,088.00	\$125.00 \$125.00	\$8.40 \$8.40	\$133.40 \$133.40	\$870,898.60 \$122,728.00				
PHASE 2 (MCINTIRE) BORE AND PULL 18" FUSIBLE PVC DR 25 ADDED 18" FUSIBLE PVC	815 760	FT FT	\$189.00 \$97,335.00	\$77.00 \$77.00	\$8.40 \$8.40	\$85.40 \$85.40	\$43,881.00 \$84,904.00	\$112.00 \$112.00	\$8.40 \$8.40	\$120.40 \$120.40	\$62,008.00 \$91,504.00	\$108.00 \$108.00	\$8.40 \$8.40	\$118.40 \$88,484.00	\$125.00 \$125.00	\$8.40 \$8.40	\$133.40 \$133.40	\$88,701.00 \$101,384.00				
PHASE 3 (HOERR) BORE AND PULL 18" FUSIBLE PVC DR 25 ADDED 18" FUSIBLE PVC	1597 1138	FT FT	\$208.00 \$332,178.00	\$73.00 \$73.00	\$8.40 \$8.40	\$81.40 \$81.40	\$129,995.80 \$62,833.20	\$112.00 \$112.00	\$8.40 \$8.40	\$120.40 \$120.40	\$182,278.80 \$137,015.20	\$108.00 \$108.00	\$8.40 \$8.40	\$118.40 \$132,483.20	\$125.00 \$125.00	\$8.40 \$8.40	\$133.40 \$133.40	\$213,039.60 \$151,899.20				
PHASE 4 (PARK) BORE AND PULL 18" FUSIBLE PVC DR 25 ADDED 18" FUSIBLE PVC	847 257	FT FT	\$209.00 \$187,823.00	\$78.00 \$78.00	\$8.40 \$8.40	\$84.40 \$84.40	\$79,828.80 \$21,690.80	\$112.00 \$112.00	\$8.40 \$8.40	\$120.40 \$120.40	\$114,018.80 \$30,942.80	\$108.00 \$108.00	\$8.40 \$8.40	\$118.40 \$29,914.80	\$125.00 \$125.00	\$8.40 \$8.40	\$133.40 \$133.40	\$128,328.80 \$34,283.80				
BORE AND PULL 20" FUSIBLE PVC DR 25 ADDED 20" FUSIBLE PVC	2065 536	FT FT	\$188.00 \$388,340.00	\$92.00 \$92.00	\$8.40 \$8.40	\$100.40 \$100.40	\$208,322.00 \$53,614.40	\$124.00 \$124.00	\$8.40 \$8.40	\$142.40 \$142.40	\$292,832.00 \$78,326.40	\$131.00 \$131.00	\$8.40 \$8.40	\$139.40 \$74,718.40	\$135.00 \$135.00	\$8.40 \$8.40	\$143.40 \$143.40	\$288,687.00 \$78,882.40				
NEW BERLIN (FOLLOWELL) BORE AND PULL 10" C-900 RJ ADDED 10" PIPE	1897 386	FT FT	\$48.00 \$81,468.00	\$43.00 \$43.00		\$43.00 \$43.00	\$72,971.00 \$15,738.00	\$47.00 \$47.00		\$47.00 \$47.00	\$79,759.00 \$17,202.00	\$104.00 \$104.00		\$104.00 \$38,884.00	\$55.00 \$55.00		\$55.00 \$55.00	\$63,335.00 \$20,130.00				
ALL PIPE FURNISHED			COMPLETE INSTALLATION PIPE FURNISHED	ROCK ADDER = \$100 / FT. DOES NOT INCLUDE: OUTER RIDGE REMOVED TRACER WIRE MUD REMOVAL AND DISPOSAL TESTING CONNECTING TO OPEN CUT PIPE TRAFFIC CONTROL	DEWATERING EROSION CONTROL RESTORATION			ROCK ADDER = DOES NOT INCLUDE: TRACER WIRE TESTING CONNECTING TO OPEN CUT PIPE TRAFFIC CONTROL	DEWATERING EROSION CONTROL RESTORATION			ROCK ADDER = DOES NOT INCLUDE: TRACER WIRE TESTING CONNECTING TO OPEN CUT PIPE TRAFFIC CONTROL	EROSION CONTROL RESTORATION			ROCK ADDER = DOES NOT INCLUDE: TRACER WIRE TESTING CONNECTING TO OPEN CUT PIPE TRAFFIC CONTROL	EROSION CONTROL RESTORATION					
			\$2,158,411.00				\$1,332,838.00				\$1,023,789.50			\$2,096,120.80				\$2,096,258.80				
FUSIBLE PIPE	13780	FT	UNDERGROUND SOLUTIONS EST COST		\$8.40		\$115,752.00															
				EBI EST COST			\$1,218,887.60															
																					DO NOT KNOW WHAT ELSE NOT COVERED BY HIS PROPOSAL	

SUBCONTRACT AGREEMENT
(Village of Chatham as Lead Agency)

DEFINITIONS:

GENERAL CONTRACTOR: **Village of Chatham**
Name of Company
116 East Mulberry
Company address
Chatham, IL 62629
City, state, zip code

SUBCONTRACTOR: **Underground Solutions, Inc.**
Name of Company
13135 Danielson Street, Suite 201
Company address
Poway, CA 92064
City, state, zip code

OWNER: South Sangamon Water Commission
P.O. Box 83
New Berlin, Illinois 62670

LEAD AGENCY: Village of Chatham
116 E. Mulberry
Chatham, IL. 62629

PROJECT: **Water Transmission Main Contract D**
Phase 2, 2A, 3, and 4
Name of project

SUBCONTRACT SUM: \$115,533.60 at Unit Price of \$8.40 per foot, based on
11,280 LF of 18" pipe and 2,600 LF of 20" pipe fused,
one mobilization and 34 man-days on-site. Price to be
adjusted as provided in Proposal if quantity fused,
number of mobilizations or number of days on-site
changes.

AGREEMENT:

This AGREEMENT is by and between the General Contractor and the Subcontractor and is dated effective the 21st day of May, 2010.

1. Scope of work: The Subcontractor agrees to furnish all equipment, labor and materials in order to perform the work/services described on page 3 of the Proposal attached hereto as Exhibit A (the "Proposal"), for the Subcontract Sum.

2. Changes in the work: No deviations from the specified scope of work will be permitted and/or paid for unless a written change order has been executed by both parties. The Subcontractor will promptly notify the Contractor of any required revisions to the scope of work.

3. Subcontract documents: The subcontract documents consist of the Terms and Conditions for Fusion Services attached hereto as Exhibit B and this agreement (the "Subcontract Documents").

4. Project start and completion: The Subcontractor agrees to commence work as agreed and work diligently to complete the scope of work in conjunction with the project schedule (if applicable). If the Subcontractor fails, persistently, or neglects to fulfill the scope of work in accordance with the Subcontract Documents and fails to respond within 3 days of written notice to commence, continue and/or correct the work, the Contractor may terminate this agreement and complete the Subcontractor's work by whatever means deemed necessary by the Contractor. If the expense to complete the unfinished scope of work exceeds the unpaid balance, the Subcontractor agrees to pay the difference. Liquidated damages in the amount of \$ 0 per day shall be incurred for each day that the contract completion date is exceeded. The work shall be substantially completed on or before Dec. 1, 2010. Any and all time extensions required by the Subcontractor for material delays, adverse weather delays, etc. must be presented in writing to the contractor.

5. Clean up: The Subcontractor shall keep the premises clean of all debris on a daily basis. If the Subcontractor fails to perform adequate daily clean up and does not respond to the Contractor's request for service, and the Contractor has to perform clean up or incurs additional costs to provide clean up, the Subcontractor shall pay for the incurred cost.

6. Safety: The Subcontractor shall take all reasonable safety precautions necessary to perform the work. The Subcontractor shall comply to all safety regulations required by law, ordinances, regulations, rules as required to perform the work in accordance with the contract.

7. Assignment: The subcontract may not assign any portion of this subcontract agreement without the written consent of the contractor.

8. Taxes: The Contractor agrees to pay all federal, state, and/or local taxes, which are or may be assessed to the material and labor, which the Subcontractor provides under this agreement.

9. Insurance Requirements: The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability.

- 1) Commercial General Liability (CGL) with limits of Insurance not less than \$1,000,000 each occurrence, \$1,000,000 Personal Injury and Advertising Injury, \$2,000,000 Products/Completed and \$2,000,000 Annual General Aggregate.
 - A) [Intentionally omitted.]
 - B) CGL coverage shall be written on ISO occurrence form CG 0001 10 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, on-going operations, independent contractors, products completed operations, and personal and advertising injury.
 - C) Owner and Lead Agency shall be included as insured on the CGL, using additional Insured Endorsement on ISO form CG 20 10 11 85 (or an endorsement providing equivalent coverage) or on the combination of ISO forms CG2010 10 01 and CG 2037 10 01 (or substitute forms providing equivalent coverage) to the additional insured. This insurance for the additional insured shall be as broad as the coverage provided for the named insured subcontractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.
 - D) Subcontractor shall maintain CGL coverage for itself and all additional insured's for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the work.
 - E) Subcontractor shall provide a Certificate of Insurance that provides for the needed coverages as well as at least 30 days' prior written notice of cancellation and termination of the subcontractor's policy.
- 2) Automobile Liability
 - A) Business Auto Liability with limits of at least \$1,000,000 each accident.
 - B) Business Auto coverage must include a liability arising out of all owned, leased, hired and non-owned automobiles.
- 3) Commercial Umbrella
 - A) Umbrella limits must be at least \$5,000,000
 - B) Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.
- 4) Workman's Compensation and Employers Liability
 - A) Employers Liability Insurance limits of at least \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for injury by disease.
 - B) Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.
 - C) Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.

Waiver of Subrogation: Subcontractor waives all rights against Owner, Lead Agency, General Contractor, and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability, or worker's compensation and employer's liability insurance maintained per requirements stated above. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Subcontractor's Commercial General Liability Policy.

The Subcontractor's insurer/insurers shall maintain a rating of A minus or better as set by AM. Best and Company.

10. Progress payments: The Contractor shall make progress payments on account of the Subcontract Sum based upon the applications for payment and accompanying lien waivers submitted by the Subcontractor for work in place at the time of the application. Said payment shall hold retainage in the amount of (___%) of work completed. All retainage shall be held until final payment. Provided that the application is submitted prior to the 25th of the month, payment shall be within 7 days after the Contractor receives payment from the owner.

11. Final payment: Final payment shall be made to the Subcontractor when the Subcontractor's work is fully performed in accordance with the terms of the subcontract agreement and the Owner has accepted the work. All close out documents, including but not limited to as-built drawings, Partial and Final lien waivers, maintenance instructions, operation manuals must be received prior to final payment.

12. Prevailing Wage/Responsible Bidder Policy: Subcontractor shall comply with the Illinois Prevailing Wage Law and has received a copy of Owner's current Prevailing Wage Ordinance. New Prevailing Wage Ordinances are adopted by Owner annually, in the month of June. Subcontractor is also aware of the requirements of Owner's Responsible Bidder Policy and has not been the recipient of any adverse citations, complaints, etc., as set forth in Section 1 of that Policy.

13. Liability and indemnification: The Subcontractor shall defend, indemnify and hold harmless General Contractor, Owner and Lead Agency, their officers, agents, and employees from and against all claims, notices, orders, losses, suits, damages legal and otherwise, and liabilities incurred by or asserted against General Contractor, Owner and Lead Agency which in any way arise out of or related to any death, personal injury, damage or loss to property to the extent caused by any negligent act or omission of the Subcontractor, its agents, employees, or subcontractors arising out of or related to the Subcontract work. Subcontractor's indemnification obligations hereunder are contingent on Contractor (i) promptly within the warranty period providing written notice to Subcontractor of any indemnified claim, and (ii) cooperating in the defense of any indemnified claim. Subcontractor shall have the sole authority to select counsel and otherwise control the conduct of any indemnified claim.

14. Termination and default: This subcontract may be terminated by General Contractor in whole or in part whenever the Subcontractor defaults in its performance of the Subcontract, materially, and fails to commence to correct such default within 5 days of written notice from the Contractor. Any termination shall be effective by delivering the written notice via fax, mail, or hand. If as a result of default by the Subcontractor, General Contractor shall incur direct damages, the Subcontractor agrees to pay General Contractor as damages and not as penalty, any incurred costs.

15. This Agreement shall be governed by Illinois law. This is the entire contract between the parties, and all prior statements and representations are hereby expressly disclaimed. In the event of conflict between this Agreement and anything contained in Exhibits A or B hereto, Exhibits A or B shall prevail.

16. Contractor acknowledges that any fusible polyvinyl chloride pipe sold by Subcontractor and fused by Subcontractor hereunder can be fused only by Subcontractor or by a licensee in good standing of Subcontractor's fusion technology covered by patents issued and pending (U.S. Pat. No. 6,982,051 and U.S. Pat. App. No. 11/244,123). Contractor warrants that: (i) it will not fuse the Products nor have the Products fused except by Subcontractor or by a licensee in good standing of Subcontractor's patented fusion technology; and (ii) if it resells the Products, it will (x) inform the purchaser of such Products of the licensing requirements described above; and (y) provide Subcontractor upon request with the name, address, and telephone number of any purchaser purchasing the Products from Contractor, the Products purchased, and the quantity purchased. Upon request, Subcontractor will confirm to Contractor or Contractor's purchaser whether the fusion provider to be utilized by Contractor or Contractor's purchaser is a licensee in good standing of Subcontractor's patented fusion technology.

This agreement entered into as of the date first listed above.

Village of Chatham
Name of General Contractor

Underground Solutions, Inc.
Name of Subcontractor

By: Del McCord
Signature

By: Frank R. Firsching
Signature

Del McCord, Chairman
Print name/Title

Frank R. Firsching
Print name/Title Vice President

Exhibit A

Proposal

From:

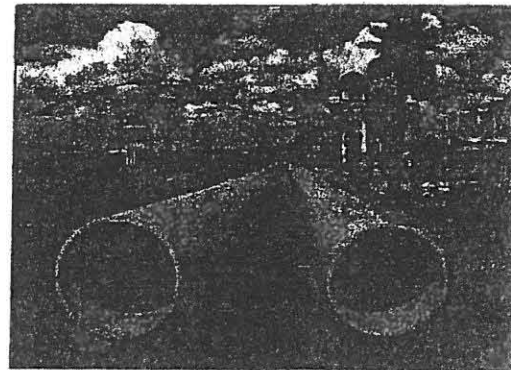
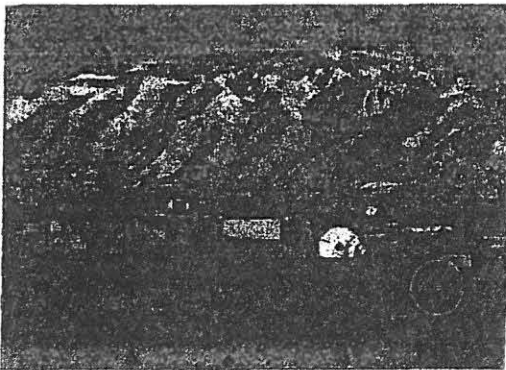
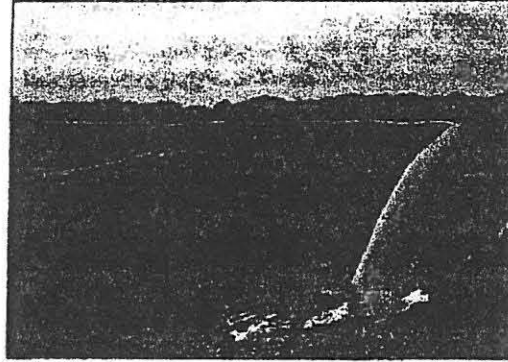
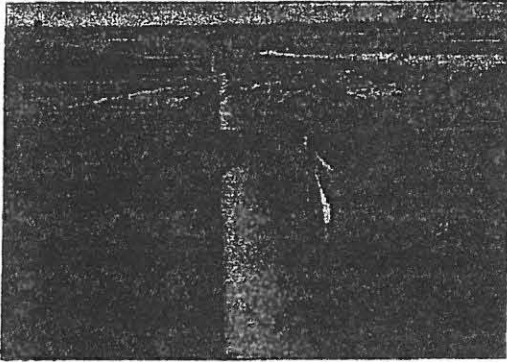
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#779 P.008/014



Bid Proposal
Fusible C-905®
Chatham Water Main Phase 2A
Chatham, IL

Proposal Number: P08-0211
Date Prepared: 2/4/2010
Bid Date: 2/11/2010



Sales Contact:
Brett DeRousse
Underground Solutions, Inc.
d/b/a UGS, Inc. in California
Phone Number: (847) 946-2850
Email: BDeRousse@undergroundsolutions.com
Proposal Created by: JB

*Called
4-28-10
Go 1 of 7*

From:

05/07/2010 13:01

#779 P.009/014

13135 Danielson Street, Suite 201
Poway, CA 92064
Tel: (858) 679-9551
Fax: (858) 679-9555
www.undergroundolutions.com



Date Prepared: 2/3/2010
Bid Date: 2/11/2010

To: Bidding Contractors
Attn: Project Estimator

Ref: Chatham Water Main Phase 2A – Chatham, IL
Proposal No. P08-0211

Dear Sirs,

Underground Solutions, Inc. (UGSI®) is pleased to provide the following Bid Proposal for Fusible PVC™ pipe and fusion services for the Chatham Water Main Phase 2A project. The Material Letting (pipe) portion for this project was bid on 01/18/2010. Pricing for fusion services is detailed in the following section on a Unit Cost (\$/ft) and Total Cost (\$) basis.

Please note that our proposal includes one fusion technician and the appropriate fusion equipment needed to fuse both 18" and 20" fusible PVC pipe. We will need one operator and a piece of equipment to help unload the pipe upon arrival and to help us string/move pipe during the fusion process.

Fusible C-900®, Fusible C-905®, and FPVC® meet all applicable industry standards: AWWA C900/C905 requirements, NSF-61 Certification for Drinking Water Components, ASTM cell classification 12454, and Formulation requirements of Plastic Pipe Institute TR-2. FPVC® pressure pipe is tested in accordance with AWWA C900/C905 requirements, meets the same ASTM cell classification and PPI formulation requirements, and is NSF-61 certified when used for potable water.

In evaluating Fusible PVC™ for this project, we would like to call your attention to the following **total installed cost advantages** associated with using Fusible PVC™:

- | | |
|---------------------------------|--|
| Smaller Bore Hole: | Fusible PVC™ will require a smaller bore hole diameter than other pipe systems. A smaller bore-hole diameter means that there will be less back reaming, less drilling mud, and less spoil disposal. |
| Safe Pulling Allowance: | Fusible PVC™ has a safe pulling allowance that is significantly greater than that of most other pipe systems. |
| Lower Material Weight: | Fusible PVC™ will have a lower overall material weight than other pipe systems. This means that drilling equipment costs may be lower to install Fusible PVC™. |
| Standard Fittings: | Fusible PVC™ utilizes standard mechanical joint fittings. No special fittings or equipment are required for connections. As a result, Fusible PVC™ is easy to connect to and maintain. |
| Immediate Reconnections: | Fusible PVC™ may be reconnected to a system immediately after installation, with no "material relaxation time" required. |

Thank you for considering UGSI. Please do not hesitate to contact us for any additional information or with any questions or clarifications.

Sincerely,

Brett DeRousse

Regional Sales Manager

Underground Solutions, Inc.
Proposal - Fusion Services



Date Prepared: 2/4/2010 Project Reference: Chatham Water Main Phase 2A
 Bid Date: 2/11/2010 Proposal No.: P08-0211
 Prepared For: Bidding Contractors Project Site: Chatham, IL

PRODUCTS AND SERVICES:

Bid Item	Description of Fusion Services	Unit Cost
1	Fixed Mobilization/Demobilization Cost (Includes machine freight and Technician travel)	\$4,500 / ea
2	Fusion services for < 1,000 LF of 18" or 20" pipe	\$12.00 / ft
3	Fusion services for 1,000 to 2,500 LF of 18" or 20" pipe	\$9.00 / ft
4	Fusion services for > 2,500 LF of 18" or 20" pipe	\$7.50 / ft

Example: Fusion cost for 1,300 LF of 18" pipe (assume 1 mobilization)
 Mobilization = 1 x \$4,500
 Pipe Fusion = 1,300 LF x \$9.00/ft = \$11,700
 Total = \$4,500 + \$11,700 = \$16,200

Estimated Linear Feet Fused per Day
18" Pipe: 440 LF
20" Pipe: 360 LF

SCOPE OF WORK:

Equipment/Services Provided by UGSI:

- 1 Fusion machine with inserts.
- 2 Fusion Services as required.
- 3 Mobilization/demobilization event(s) to the site as required.

Equipment/Services Provided by Buyer:

- 1 All labor, equipment, and material required to unload and stage pipe and fusion equipment at site (and restage as necessary).
- 2 All labor, equipment, and materials for loading and unloading pipe onto the fusion machine, positioning fused pipe, pipe reconnections, pipe ballasting, pipe handling, required texting, and pipe installation.
- 3 Any additional labor, equipment, and materials required to fuse based on actual weather conditions (contact UGSI for guidance).
- 4 Pipe rollers required for installation and any intermediate fusion (contact UGSI for guidance).
- 5 All excavation, traffic control, permits, bonds, repairs, etc.
- 6 All utilities at the job site including power and diesel fuel for UGSI's equipment.
- 7 All temporary bypass piping.
- 8 Installation hardware and equipment for fittings, valves or additional accessories not identified in UGSI Scope of Work.
- 9 Pipe Supply and Freight to project site.

PULL-HEAD TERMS:

A pull-head is available for rental from UGSI, subject to prior execution of a Pull-Head Rental Agreement (which can be obtained by contacting Eric Davis at (858) 218-3733, or by downloading from the UGSI website at: <http://www.underground-solutions.com>). Freight costs would be added to the final pull-head rental invoice following return of the pull-head to UGSI. Refer to the Pull-Head Rental Agreement for specific terms and conditions of rental and purchase option.

	Pre-Rental Value	Initial Rental Fee	Weekly Rental Rate (After 1st Week)	Estimated Freight (each way)
18" Pull-head	\$4,392	\$482	\$75	\$345
20" Pull-head	\$4,613	\$492	\$79	\$400

PAYMENT TERMS:

100% on project completion, but not to exceed 30 days from final completion of fusion services.

PROPOSAL VALIDITY:

Price quoted is valid for 90 days from the date of bid opening or 10 days after receipt of your contract from the Owner, whichever comes first.

DELIVERY SCHEDULE:

To be negotiated. UGSI will take reasonable action to meet Buyer's installation schedule. Buyer must provide 10 business days notice to UGSI prior to the start date for fusion services (see Section 4 of Supplemental Terms and Conditions for Fusion Services).

ADDITIONAL FUSION DAYS:

Additional fusion days will be charged at \$1,250 per day (see Section 4 of Supplemental Terms and Conditions of Fusion Services).

REMOBILIZATION TERMS:

Additional mobilization events (beyond one) will be charged at the rate of \$4,500 each (see Section 4 of the Supplemental Terms and Conditions for Fusion Services).

TAXES:

The Purchase Price shown above does not include sales taxes. Any sales taxes or similar taxes are the responsibility of the Buyer (see Section 3 of Terms and Conditions of Sale).

This Proposal is subject to the Terms and Conditions of Sale which are included with, and form an integral part of, this Proposal. The attached Terms and Conditions of Sale will govern the terms of any transaction resulting from this Proposal. Any contract resulting from this Proposal is made subject to prior acceptance by Underground Solutions, Inc. (d/b/a in California as UGSI, Inc.) at its office in Poway, California. All orders are subject to prior credit approval.

Buyer's signature indicates acceptance of the Underground Solutions, Inc. Proposal and Terms and Conditions of Sale.

Signature _____

Date _____

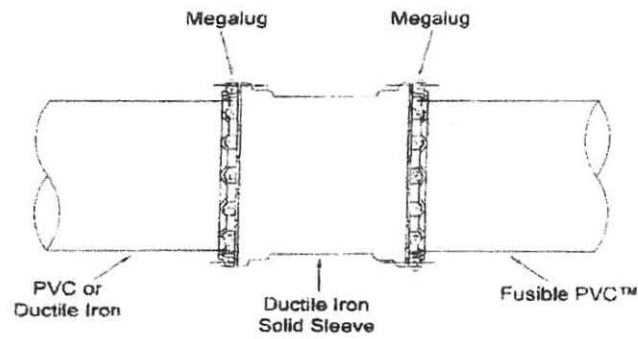
Print Name _____

Print Company Name _____

- Tax Exempt (must provide Tax Exempt Certificate with order)
- Taxable
- State Registered Wholesaler



Fusible PVC™ Reconnection Details



Note: All costs are estimates. This analysis is for comparison purposes only - the contractor, engineer and/or owner should perform their own analysis for the purposes of final engineering designs and bid submittals.

SUPPLEMENTAL TERMS AND CONDITIONS
FUSION SERVICES

1. **Applicable Terms.** These Supplemental Terms and Conditions apply to pipe fusion services provided by Seller (the "Services") to Buyer, as referred to in the Proposal. These Supplemental Terms and Conditions supplement and amend Seller's Terms and Conditions of Sale (the "Standard Terms"), and are to be read, interpreted, and enforced in concert therewith as if the Standard Terms were set forth in full herein. All references to "Products" in the Standard Terms will be interpreted to include the Services, as appropriate; provided, however, that the warranty set forth in Section 6 of the Standard Terms will be applicable only to the Products, and the warranty set forth in Section 7 of these Supplemental Terms and Conditions will be applicable only to the Services. Capitalized terms used in these Supplemental Terms and Conditions and not otherwise defined herein will have the meaning assigned to them in the Standard Terms. These Supplemental Terms and Conditions, together with the Standard Terms and the Proposal, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") with respect to the Products and the Services and supersede any terms contained in Buyer's documents, unless separately signed by an authorized officer of Seller. All references by Seller to technical specifications and similar requirements are only to describe the Services covered hereby and no warranties or other terms therein shall have any force or effect.
2. **Payment and Labor Rates.** Buyer agrees to pay for the Services according to the payment terms set forth in the Proposal. Unless expressly otherwise stated in the Proposal, the purchase price set forth in the Proposal is based on Seller's wage rates as currently in effect. If Seller is required to pay prevailing wages to its employees providing the Services, any additional payroll expense incurred by Seller will be added to the purchase price as set forth in the Proposal.
3. **Mobilization and Remobilization.** Unless otherwise stated in the Proposal, the purchase price set forth in the Proposal is based on one mobilization and demobilization event to and from the jobsite. Each additional mobilization event undertaken for any reason other than Seller's breach of this Agreement will be charged to Buyer at the rate set forth in the Proposal. If Seller is, or is reasonably expected by Buyer to be, delayed in the performance of the Services by events outside the control of Seller for a period in excess of two consecutive working days following site mobilization, Buyer may direct Seller to withdraw its employees from the jobsite. In such event, Seller reserves the right to also remove its equipment from the jobsite. Unless otherwise stated in the Proposal, Seller must be provided a minimum of ten (10) business days' notice in advance of initial mobilization and each subsequent mobilization. Buyer's right to require Seller to demobilize will not excuse any obligation of Buyer under this Agreement.
4. **Schedule.** The schedule for performance of the Services will be mutually agreed upon with the objective of coordinating such schedule, to the extent practicable, with Buyer's installation schedule; provided that Services can not be commenced on fewer than ten (10) business days' advance notice unless otherwise stated in the Proposal. The purchase price set forth in the Proposal is based upon the Seller being on-site and prepared to provide fusion services for that number of consecutive 10-hour working days as are set forth in the Proposal. If the Seller is required to be on-site in excess of the specified number of days for any reason other than Seller's breach of this Agreement, Buyer will pay the Seller an additional amount as specified in the Proposal for each additional day, or portion thereof, that Seller is required to be on-site.
5. **Seller's Responsibilities.** Seller will perform the Services in accordance with the Proposal. Seller will purchase and maintain liability insurance to protect it from claims under workers' compensation acts and other employee benefit acts, claims for damage because of bodily injury, including death, and from claims for damages to property, other than to the work itself, which may arise out of or result from Seller's performance of the Services. Seller will provide a certificate of insurance to Buyer upon request. Seller will cause its employees to abide by the safety precautions established by Buyer in connection with the work and communicated to Seller by Buyer; provided, however, that Buyer will pay Seller for any exceptional costs incurred by Seller to abide by safety precautions communicated to Seller after the date of the Proposal.
6. **Buyer's Responsibilities.** Buyer will be responsible for all safety precautions in connection with the performance of the work including, without limitation, providing traffic control and required safety barricades. Buyer will be responsible for acquiring and providing legal and physical possession of the job site and access thereto and for providing possession of and access to all other areas reasonably required for the proper performance of the Services, including all requisite rights-of-way, storage, and staging areas. Buyer will prepare the job site as required to enable Seller to properly perform the Services. Buyer will acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings where the work site is located, including those required for the performance by both Seller and Buyer of their respective obligations under the Proposal. Buyer will be responsible for the timely procurement of all equipment, supplies and work identified as Buyer's responsibility in the Proposal. All costs and expenses involved in the performance of the obligations under this Section 6 will be the responsibility of Buyer.
7. **Warranty for Services.** Seller warrants that the Services will be performed by properly trained and qualified fusion technicians, using due care and diligence, and each fused joint will be free of defects in workmanship. Such warranty will continue for a period of one (1) year from the date of the Services. As Buyer's sole remedy under this warranty, Seller will repair at its own expense any fusion joint that fails as a result of a breach of this warranty upon receipt of written notice from Buyer given to Seller within a reasonable time after the discovery of such failure. This warranty applies only to the Services and is in addition to, and not in lieu of, the Product warranty contained in the Standard Terms, which applies only to the Products. This warranty is conditioned upon Seller's verification of the claimed breach. At

Seller's request, Buyer will remove and return the affected joint to Seller for such verification. Upon Seller's prior approval, Buyer or Buyer's customer may elect to repair the subject joint itself. In such event, provided that Seller verifies the breach and subject to the limitation on Seller's liability set forth below, Seller will pay or reimburse all of the following, properly documented expenses of Buyer or Buyer's customer reasonably incurred to excavate, remove and repair the subject joint and to rehabilitate the surface to its condition existing immediately prior to such excavation: (i) out-of-pocket costs for materials (including freight to ship replacement Products to the project site, if required); plus (ii) out-of-pocket costs for services and equipment supplied by third party vendors; plus (iii) ordinary straight-time wages (exclusive of benefits and employer-paid payroll taxes) payable to employees of Buyer or its customer for the period of time such employees are directly engaged in such excavation, removal, repair, or rehabilitation; plus (iv) costs incurred to return the affected joint to Seller. Under no circumstances will Seller be responsible to pay for any other costs in connection with such breach, including without limitation, depreciation or rental charges for the owned equipment of Buyer or its customer used in connection with the excavation, repair or replacement of the affected joint or the rehabilitation of the surface following such repair, administrative, employee benefits, or any other overhead expenses, repair or damage arising from use of the subject Product or the failure of any joint, or inefficiency, loss of use, or delay or disruption costs. UNLESS OTHERWISE SPECIFIED IN THE PROPOSAL, SELLER'S MAXIMUM OBLIGATION IN RESPECT OF ANY SINGLE DEFECTIVE JOINT WILL NOT EXCEED U.S.\$2,000; provided that this limitation will not apply to direct costs incurred by Seller to mobilize its own employees and equipment to repair or replace a defective joint. Only claims presented in writing to Seller within eighteen (18) months after the date on which the Services were performed will be covered by this warranty.

THE WARRANTY SET FORTH IN THIS SECTION IS SELLER'S SOLE AND EXCLUSIVE WARRANTY FOR THE SERVICES AND IS SUBJECT TO THE LIMITATIONS SET FORTH IN SELLER'S STANDARD TERMS AND CONDITIONS OF SALE. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

**Storage, Handling, Installation, Pressure Testing, and Tapping Procedures
Applicable to Fusible PVC™ Pipe**

The procedures for storing, handling, installing, testing, and tapping Fusible PVC™ pipe are similar to those used when working with bell and spigot PVC products. Because of the different stresses to which Fusible PVC™ pipe is often subjected, the longer pipe lengths supplied, the monolithic nature of the installed product, and the different installation methods employed when using Fusible PVC™ pipe, there are some additional handling requirements associated with Fusible PVC™ pipe products.

UGSI has developed an Operations Procedural Documents Handbook to provide guidance covering the following topics:

- Pipe Handling and Storage
- Installation
- Pressure Testing
- Tapping

Proper handling and installation of Fusible PVC™ pipe in accordance with the guidelines provided in the Operations Procedural Documents Handbook will preserve your warranty protection.

UGSI will provide a copy of the Operations Procedural Documents Handbook upon the acceptance of your order in accordance with the terms of the Proposal. In the meantime, contact your UGSI representative if you have any questions or concerns regarding the proper handling and use of Fusible PVC™ products.

EXHIBIT B

TERMS AND CONDITIONS FOR FUSION SERVICES

1. Applicable Terms. These Terms and Conditions apply to pipe fusion services provided by Subcontractor (the "Services") to Contractor, as referred to in Subcontractor's proposal (excluding the transmittal letter, the "Proposal"). All terms and conditions contained in any other oral or written communication, including, without limitation, Contractor's request for proposal(s) or purchase order, which are different from or in addition to the terms and conditions herein are hereby rejected and will not be binding on Subcontractor, whether or not they would materially alter this document, and Subcontractor hereby objects thereto. All prior proposals, negotiations and representations, if any, are merged herein. These terms and conditions, together with the Proposal, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") with respect to the Services and supersede any terms contained in Contractor's documents, unless separately signed by an authorized officer of Subcontractor. All references by Subcontractor to technical specifications and similar requirements are only to describe the Services covered hereby, and no warranties or other terms therein shall have any force or effect. This Agreement does not supersede or modify the terms of any license agreement between Subcontractor and Contractor.
2. Payment and Prevailing Wage Rates. Contractor agrees to pay for the Services according to the payment terms set forth in the Proposal. In the event Contractor fails to make any payment to Subcontractor when due, Contractor's entire account(s) with Subcontractor will become immediately due and payable without notice or demand. Contractor will be charged the lower of 1½% interest per month or the maximum rate allowed by law on all amounts not received by the due date. Unless expressly otherwise stated in the Proposal, the purchase price set forth in the Proposal is based on Subcontractor's wage rates as currently in effect. Subcontractor agrees to pay its employees providing the Services at or above the prevailing wage rates applicable to the project for which the Services are being provided.
3. Taxes. The amount of any sales, excise or other taxes, duties or governmental charges (collectively, "Taxes"), if any, applicable to the sale, delivery, consumption or use of the Services will be added to the purchase price and will be paid by Contractor unless Contractor provides Subcontractor with an exemption certificate acceptable to the Taxing authorities. Any Taxes which Subcontractor may be required to pay or collect under any existing or future law with respect to the sale, delivery, consumption or use of the Services will be for the account of the Contractor, who will promptly pay the amount thereof to Subcontractor upon demand.
4. Mobilization and Remobilization. Unless otherwise stated in the Proposal, the purchase price set forth in the Proposal is based on one mobilization and demobilization event to and from the jobsite. Each additional mobilization event undertaken for any reason other than Subcontractor's breach of this Agreement will be charged to Contractor at the rate set forth in the Proposal. If Subcontractor is, or is reasonably expected by Contractor to be, delayed in the performance of the Services by events outside the control of Subcontractor for a period in excess of two consecutive working days following site mobilization, Contractor may direct Subcontractor to withdraw its employees from the jobsite. In such event, Subcontractor reserves the right to also remove its equipment from the jobsite. Unless otherwise stated in the Proposal, Subcontractor must be provided a minimum of ten (10) business days' notice in advance of initial mobilization and each subsequent mobilization. Contractor's right to require Subcontractor to demobilize will not excuse any obligation of Contractor under this Agreement.
5. Schedule. The schedule for performance of the Services will be mutually agreed upon with the objective of coordinating such schedule, to the extent practicable, with Contractor's installation schedule; provided that Services can not be commenced on fewer than ten (10) business days' advance notice unless otherwise stated in the Proposal. The purchase price set forth in the Proposal is based upon the Subcontractor being on-site and prepared to provide fusion services for that number of consecutive 10-hour working days as are set forth in the Proposal. If the Subcontractor is required to be on-site in excess of the specified number of days for any reason other than Subcontractor's breach of this Agreement, Contractor will pay the Subcontractor an additional amount as specified in the Proposal for each additional day, or portion thereof, that Subcontractor is required to be on-site.
6. Subcontractor's Responsibilities. Subcontractor will perform the Services in accordance with the Proposal. Subcontractor will purchase and maintain liability insurance to protect it from claims under workers' compensation acts and other employee benefit acts, claims for damage because of bodily injury, including death, and from claims for damages to property, other than to the work itself, which may arise out of or result from Subcontractor's performance of the Services. Subcontractor will provide a certificate of insurance to Contractor upon request. Subcontractor will cause its employees to abide by the safety precautions established by Contractor in connection with the work and communicated to Subcontractor by Contractor; provided, however, that Contractor will pay Subcontractor for any exceptional costs incurred by Subcontractor to abide by safety precautions communicated to Subcontractor after the date of the Proposal.
7. Contractor's Responsibilities. Contractor will be responsible for (i) the timely procurement and supply of all materials including, without limitation, the Fusible PVC™ pipe products to be fused, equipment, fittings, supplies and work identified as Contractor's responsibility in the Proposal; (ii) providing all safety precautions in connection with the performance of the work including, without limitation, providing traffic control and required safety barricades; (iii) acquiring and providing legal and physical possession of the job site and access thereto; and (iv) providing possession of and access to all other areas reasonably required for the proper performance of the Services, including, without limitation, all requisite rights-of-way, storage and staging areas. Contractor will prepare the job site as required to enable Subcontractor to properly perform the Services. Contractor will acquire and pay for all permits, approvals and/or licenses from all local,

state or national government authorities or public service undertakings where the work site is located, including those required for the performance by both Subcontractor and Contractor of their respective obligations under the Proposal. All costs and expenses involved in the performance of the obligations under this Section 7 will be the responsibility of Contractor.

8. Warranty. Subcontractor warrants that the Services will be performed by properly trained and qualified fusion technicians, using due care and diligence, and each fused joint will be free of defects in workmanship. Such warranty will continue for a period of one (1) year from the date of the Services. As Contractor's sole remedy under this warranty, Seller will repair at its own expense any fusion joint that fails as a result of a breach of this warranty upon receipt of written notice from Contractor given to Subcontractor within a reasonable time after the discovery of any such failure. This warranty is conditioned upon Subcontractor's verification of the claimed breach. At Subcontractor's request, Contractor will remove and return the affected joint to Subcontractor for such verification. Upon Subcontractor's prior approval, Contractor or Contractor's customer may elect to repair the subject joint itself. In such event, provided that Subcontractor verifies the breach and subject to the limitation on Subcontractor's liability set forth below, Subcontractor will pay or reimburse all of the following, properly documented expenses of Contractor or Contractor's customer reasonably incurred to excavate, remove and repair the subject joint and to rehabilitate the surface to its condition existing immediately prior to such excavation: (i) out-of-pocket costs for materials (including freight to ship replacement Products to the project site, if required); plus (ii) out-of-pocket costs for services and equipment supplied by third party vendors; plus (iii) ordinary straight-time wages (exclusive of benefits and employer-paid payroll taxes) payable to employees of Contractor or its customer for the period of time such employees are directly engaged in such excavation, removal, repair, or rehabilitation; plus (iv) costs incurred to return the affected joint to Subcontractor. Under no circumstances will Subcontractor be responsible to pay for any other costs in connection with such breach, including without limitation, depreciation or rental charges for the owned equipment of Contractor or its customer used in connection with the excavation, repair or replacement of the affected joint or the rehabilitation of the surface following such repair, administrative, employee benefits, or any other overhead expenses, repair or damage arising from use of the subject Product or the failure of any joint, or inefficiency, loss of use, or delay or disruption costs. UNLESS OTHERWISE SPECIFIED IN THE PROPOSAL, SELLER'S MAXIMUM OBLIGATION IN RESPECT OF ANY SINGLE DEFECTIVE JOINT WILL NOT EXCEED U.S.\$2,000; provided that this limitation will not apply to direct costs incurred by Subcontractor to mobilize its own employees and equipment to repair or replace a defective joint. Only claims presented in writing to Subcontractor within eighteen (18) months after the date on which the Services were performed will be covered by this warranty.

THE WARRANTY SET FORTH IN THIS SECTION IS SELLER'S SOLE AND EXCLUSIVE WARRANTY FOR THE SERVICES AND IS SUBJECT TO THE LIMITATIONS SET FORTH IN SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

9. Force Majeure. Subcontractor will have no liability for any breach caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond Subcontractor's reasonable control.

10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SERVICES SHALL NOT EXCEED THE PRICE PAID FOR THE SERVICES. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY. THE REMEDIES SET FORTH IN THIS AGREEMENT ARE INTENDED TO CONSTITUTE A COMPLETE ALLOCATION OF THE RISKS BETWEEN THE PARTIES AND BUYER ACKNOWLEDGES THAT IT IS KNOWINGLY LIMITING THE REMEDIES THAT MIGHT OTHERWISE BE AVAILABLE TO BUYER. BECAUSE THIS AGREEMENT AND THE PRICE PAID REFLECT SUCH ALLOCATION, THE REMEDIES PROVIDED TO BUYER HEREUNDER WILL NOT HAVE FAILED OF THEIR ESSENTIAL PURPOSE EVEN IF THEY OPERATE TO BAR RECOVERY FOR CERTAIN DAMAGES THAT BUYER MAY INCUR.

11. Set-off and Backcharges. Contractor will not be entitled to set-off any amounts due Contractor against any amount due Subcontractor from Contractor. Subcontractor will not be responsible for any backcharges unless approved in writing in advance by an authorized representative of Subcontractor.

12. Remedies of Subcontractor. Contractor agrees that any of the following will constitute an event of default which will enable Subcontractor, at its option, and without liability to Contractor, to cancel any unexecuted portion of the Services to be provided under this Agreement and to exercise any other right or remedy expressed herein or otherwise available at law or in equity: (i) the failure of Contractor to make any payment required hereunder when due or to perform any other term or condition contained herein; (ii) the insolvency of Contractor or its failure to pay its debts as they mature, an assignment by Contractor for the benefit of its creditors, the appointment of a receiver for Contractor or the filing of any petition to adjudicate Contractor bankrupt; (iii) a failure by Contractor to provide adequate assurance of performance within ten (10) days after a justified demand by Subcontractor; or (iv) if Subcontractor, in good faith, believes that Contractor's prospect of performance under this Agreement is impaired. All rights and remedies of Subcontractor herein are in addition to, and will not exclude, any rights or remedies that Subcontractor may have at law or in equity. Subcontractor's election of any remedy or remedies in the event of a default by Contractor will not preclude Subcontractor from exercising any other remedy or remedies available to Subcontractor for the same or any other default. In the event it becomes necessary to incur any expense for collection of any overdue account, reasonable collection charges, including, without limitation, reasonable attorneys' fees and expenses, will be added to the balance due and Contractor will pay all such charges.

13. Miscellaneous. No part of this Agreement may be changed or cancelled except by a written document signed by Subcontractor and Contractor. No course of dealing or performance, usage of trade or failure to enforce any term will be used to modify this Agreement. If any of these terms is unenforceable, such term will be limited only to the extent necessary to make it enforceable, and all other terms will remain in full force and effect. Contractor may not assign this Agreement without Subcontractor's prior written consent.



CERTIFICATE OF LIABILITY INSURANCE

OP ID PM
UNDER-1DATE (MM/DD/YYYY)
05/28/10

PRODUCER Henderson Brothers, Inc. 920 Ft Duquesne Blvd Pittsburgh PA 15222 Phone: 412-261-1842 Fax: 412-261-4149	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Underground Solutions, Inc. Stephen P. Stanczak 78-075 Main Street Suite 202 LaQuinta CA 92253	INSURER A: Zurich North America	16535
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CPO2332914	07/03/09	07/03/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. 1,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CPO2332914	07/03/09	07/03/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$	UMB9261621	07/03/09	07/03/10	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WC2332915 - PA/NJ	07/03/09	07/03/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

South Sangamon Water Commission and Village of Chatham are included as Additional Insureds as their interest may appear. Waiver of subrogation applies to commercial general liability, umbrella liability, automobile liability and workers compensation

CERTIFICATE HOLDER

CANCELLATION

VILLAGE Village of Chatham 116 E. Mulberry Chatham IL 62629	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE John K. Stefan
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ORDINANCE NO. 10-25

AN ORDINANCE ACCEPTING BID FOR FUSING PIPE

WHEREAS, the Village has an agreement with the South Sangamon County Water District to act as the "Lead Agency" for the installation of the transmission main; and

WHEREAS, the Village has requested and received proposals and staff is recommending the lowest proposal Underground Solutions Construction for bid price of 8.40 per foot for a bid price of \$115,752.00

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, ILLINOIS, AS FOLLOWS:

SECTION 1: That the proposal from Underground Solution Construction as described above is hereby approved.

SECTION 2: The Village Manager is hereby directed to complete the contract, notice of award and notice to proceed documents at the appropriate timing.

SECTION 3: This Ordinance is effective upon its passage and approval.

PASSED THIS 27TH DAY OF APRIL, 2010

Thomas S. Gray
Thomas S. Gray, President
Village of Chatham

ATTEST:

Pat Schad
Pat Schad, Village Clerk



SCHATTEMAN
AYES: 5 HERR BOYLE RYNOLOS KAVANAGH
NAYS: 1 MAU
ABSENT: 0

PASSED: 4-27-10
APPROVED: 4-27-10

