

AN ORDINANCE ACCEPTING A PROPOSAL FOR INSTALLING WATER MAIN FOR PHASE 2A OF THE TRANSMISSION MAIN PROJECT

WHEREAS, the Village obtained proposals for installation of eighteen and twelve inch water mains for what is referred to as Phase 2A in the Water Main Transmission project to install water main from the Water Plant to New Berlin. Phase 2A begins near Ball Elementary and extends west to the east side of Palm Road, south to the connection with Otter Lake Water Commission and north to the Ground Storage Tank, and west on Walnut Street to just west of the Apple Barn; and

WHEREAS, the Public Works Committee met to review the proposals and is recommending the proposal from Petersburg Plumbing for an estimated price not to exceed \$280,000.00, billed at a negotiated hourly cost for labor and equipment.

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

SECTION 1: That the bid from Petersburg Plumbing for an estimated cost not to exceed \$280,000, billed at an hourly cost for labor and material per Exhibit B attached hereto is hereby approved.

SECTION 2: The Village Manager is hereby directed to complete the necessary documents at the appropriate timing.

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



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

ATTEST:

Pat Schad
Pat Schad, Village Clerk

AYES: 6 HERR MAN BOYLE REYNOLDS
6 KAUPNAGH SCHATTEMAN
NAYS: 0
ABSENT: 0

PASSED: 5-25-10
APPROVED: 5-25-10

Exhibit B

PETERSBURG PLUMBING & HEATING CO., INC.

Plumbing - Heating - Excavating - Directional Boring

117 North Seventh Street - P.O. Box 440 - Petersburg, Illinois, 62675

Phone - 217-632-2221 Fax - 217-632-3117

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All above hourly prices are cost only. Add 15% overhead and 5% profit.

SUBCONTRACT AGREEMENT
(Village of Chatham as Lead Agency)

DEFINITIONS:

GENERAL CONTRACTOR: Village of Chatham
116 East Mulberry
Chatham, IL 62629

SUBCONTRACTOR: Petersburg Plumbing
P.O. Box 440
117 North Seventh Street
Petersburg, Illinois 62675

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 2A, Install Mains

SUBCONTRACT SUM: \$Estimated To Be \$280,000.00
Bill per Hour for Labor and Equipment

AGREEMENT:

This AGREEMENT is by and between the General Contractor and the Subcontractor and is dated effective the 25th day of May, 2010.

1. Scope of work: The Subcontractor agrees to furnish all equipment and labor (materials furnished by Village) in order to perform the work/services described in the Proposal or Scope of Work attached hereto as Exhibit A, for the Subcontract Sum, based on Hourly Rates as shown on Exhibit B.

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. The Subcontractor will promptly notify the Contractor of any required revisions to the scope of work.

3. Subcontract documents: The subcontract documents consists of the prime contract, subcontract agreement, plans/drawings, specifications, and addenda issued prior to and after the execution of this agreement. The governing plans/drawings and specifications are as follows.

Water Transmission Main Contract D, Phases 2A,
Designed by Greene and Bradford, November 2009

4. Project start and completion: The Subcontractor shall start the work within 5 days of notification from the Contractor or as soon as their respective scope of work is ready for performance. Time is of the essence. The Subcontractor agrees to commence work as outlined above 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 agreement 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 Subcontractor agrees to pay all federal, state, and/or local taxes, which are or may be assessed to the 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) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall separately to each project.
 - 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, the Engineer, Architect 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 (0%) of work completed. All retainage shall be held until final payment. Provided that the application is submitted prior to the 1st Tuesday of the month, payment shall be by the end of the month.

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 indemnify and hold harmless General Contractor, Owner and Lead Agency, their officers, agents, employees, and indemnities 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 defective subcontract work, subcontract work that does not adhere to the Subcontract agreement, any inaccuracy or violation of any certification provided by the subcontractor, the Subcontractor's failure to comply with the Subcontract agreement, any death, personal injury, damage or loss to property wholly or in part by any act or omission of the Subcontractor, its agents, employees, or subcontractors arising out of or related to the Subcontract work. The Subcontractor shall reimburse General Contractor, Owner and Lead Agency for all expenses reasonably incurred in connection with investigating or defending any claim, notice, order, suite, loss, damage, liability or resulting action.

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, whether materially or otherwise, and fails 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 damages or becomes obligated to pay damages to the Owner, 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 Exhibit A hereto, this Agreement shall prevail.

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

Village of Chatham
Name of General Contractor

Petersburg Plumbing & Heating Company
Name of Subcontractor

By: *Del McCord*
Signature

By: *Milo F. Doerflinger*
Signature

Del McCord, Village Manager
Print name/Title

Milo F. Doerflinger - Pres.
Print name/Title

Exhibit A

Scope of Work Phase 2A

Petersburg Plumbing and Heating shall furnish labor, equipment, and etc. to install the 18" and 12" PVC water mains in Phase 2A, subject to the following:

- Petersburg will be paid at the hourly rate as shown on the attached rate sheets.
- Daily log sheets of equipment and labor used each day will be signed by foreman and construction observer.
- Petersburg will install the PVC mains inside the jack steel casing installed by J.L.B., spacers furnished by Village.
- Petersburg will attach mains to pipe installed by EBI.
- Petersburg will prepare mains to connect to existing mains when new mains are tested and approved for use.
- Village to furnish pipe materials, string pipes, furnish traffic control signs, have trees removed ahead of time, temporary livestock fences installed ahead of time, furnish backfill material, furnish CA-6.
- Petersburg shall schedule work and work with Construction Manager to coordinate Village services.
- Petersburg may need to sign permits for State of Illinois.

Exhibit B

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ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/17/2010

PRODUCER (217)528-7533 FAX (217)528-1041
R. W. Troxell & Company
214 South Grand Ave West
P.O. Box 3757
Springfield, IL 62708

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.

INSURED Petersburg Plumbing & Heating Co.
117 N 7th
Petersburg, IL 62675

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Cincinnati Insurance Company	10677
INSURER B: Cincinnati Casualty Company	28665
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 LTR	ADD'L 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 CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CPP0895527	12/31/2009	12/31/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
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	CPA0895527	12/31/2009	12/31/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ <input checked="" type="checkbox"/> RETENTION \$ 0	CPP0895527	12/31/2009	12/31/2010	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC2103398	12/31/2009	12/31/2010	<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
A		OTHER Leased or Rented Equipment	CPP0895527	12/31/2009	12/31/2010	\$500,000 Limit \$1,000 Ded.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Project: Water Transmission Main Contract D Phase 2A, Install Mains

Village of Chatham and South Sangamon Water Commission are additional insureds in respects to the general liability for the above captioned project per written contract subject to the terms and conditions of the policy. Waiver of Subrogation applies to the general liability, auto liability and workers compensation.

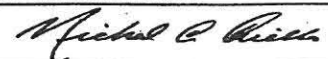
CERTIFICATE HOLDER

Village of Chatham
116 East Mulberry
Chatham, IL 62629

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Michael Aiello/LORI



IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

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