

ORDINANCE NO. 10-43

AN ORDINANCE ACCEPTING A PROPOSAL FOR SEEDING
& TEMPORARY SEEDING OF THE TRANSMISSION MAIN PROJECT

WHEREAS, the Village obtained proposals for seeding and temporary seeding for the Water Main Transmission project including everything except traffic control from the Water Plant to New Berlin; and

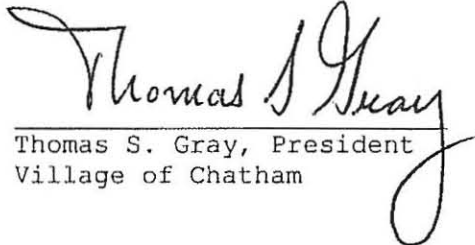
WHEREAS, the Public Works Committee met to review the proposals and is recommending the proposal from Pedigo Sod Inc. for an estimated price not to exceed of 179,764.500, billed at a negotiated unit price.

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 Pedigo Sod Inc. for an estimated cost not to exceed of 179,764.50, billed at an unit cost per Exhibit A 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, President
Village of Chatham

ATTEST:


Pat Schad, Village Clerk

AYES: 5 HERR MAU BOYER
5 REYNOLDS SCHATTEMAN
NAYS: 0
ABSENT: 1

PASSED: 6-22-10
APPROVED: 6-22-10

ANDERS CUSTOM SERVICES, LLC

34 WESTFAIR DR., JACKSONVILLE, IL 62650

PH: 217-248-0270

E-MAIL: andersesstmserv@aol.com

FAX: 217-245-1588

March 4, 2010

South Sangamon Water Commission
Village of Chatham Water Transmission Main

Letting: February 11, 2010
Item #: Phase 2A,2,3,4 & New Berlin
Contract #: "D"
County: Sangamon

Route:
Section:
Project: G&B #06195 & #09049.01
Working Days: 180/240 Calendar Days

<u>Item No.</u>	<u>Pay Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	=	<u>Total Price</u>
51*	Temp Ditch Check	189	EA	175.00		33,075.00
52*	Erosion Control Fence	8577	Ft.	2.18		18,697.86
53*	Inlet Protection	36	EA	180.00		6,480.00
54	Stone Rip Rap, A4	698	Ton	55.68		38,864.64
55	Temp Erosion Control Seeding	87.95	Acre	727.50		63,983.63
56	Temp Erosion Control Mulch, #2	87.95	Acre	1,000.00		87,950.00
57	Seeding, Class 1 (Special)	1.84	Acre	7,960.00		14,646.40
58	Seeding, Class 2 (Special)	86.11	Acre	1,975.00		170,067.25
59	SPBGR Type A	200	Ft.	23.55		4,710.00
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					Total	479,581.40

NOTES:

- NO FUEL TAX ADJUSTMENTS BY US.
- NO RETAINAGE TO BE WITHHELD.
- REPAIR TO DAMAGED PRODUCTS BY OTHERS.
- *FURNISH/INSTALL/REMOVE, PRICE INCLUDES 2 MOBS. PER ITEM # (1 INSTALL & 1 REMOVE), EACH ADDITIONAL MOB. \$600.
- TEMPORARY EROSION CONTROL SEEDING AND MULCH MUST HAVE MINIMUM OF 5 ACRES PER MOB.
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- ITEMS # 57 & 58 ARE A PACKAGE PRICE.
- ITEMS 51-53 ARE A PACKAGE PRICE.
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- QUOTE DOES NOT INCLUDE ANY MOWING.
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- CONSTRUCTION LAYOUT BY OTHERS.
- GUARDRAIL AND TERMINAL QUOTE DOES NOT INCLUDE ANY DIRT WORK, EMBANKMENT, OR SHOULDER WIDENING.
- PAYMENT & CONTRACT TERMS AND CONDITIONS TO BE AGREED UPON BEFORE WORK COMMENCES

**Quotation from
Central Landscaping
12512 Mendell Road
Princeville, IL. 61559**

309-385-4832 + fax 309-385-2644

e-mail address: cntrland@verizon.net

ATTN: Gary Kuntzman

TO: Estimator

Date 05.03.2010

Letting

Item Village of Chatham

Section

TERMS AND CONDITIONS OF QUOTATION:

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Central Landscaping will not be held responsible for any unexpected event that may have resulted from an act of God, i.e. flood, tornado, fire or any similar occurrence.

On jobs requiring more than one move-in, we charge \$500.00 to \$1500.00 mobilization fee depending on mileage, on 15 acres or less.

AGCI membership and assessment expenses are included in this quote.

Phase 2A

QUANTITY	ITEM	UNIT PRICE	EXTENSION
18.36	Acres - Seeding Class 2 Special	\$ 1,300.00	\$ 23,868.00
18.36	Acres - Temporary Erosion Control Seeding	\$ 500.00	\$ 9,180.00
18.36	Acres - Temporary Erosion Control Mulch	\$ 600.00	\$ 11,052.00
Phase 2A Total:			\$ 44,100.00

Phase 2

QUANTITY	ITEM	UNIT PRICE	EXTENSION
7.21	Acres - Seeding Class 2 Special	\$ 1,450.00	\$ 10,454.50
7.21	Acres - Temporary Erosion Control Seeding	\$ 550.00	\$ 3,965.50
7.21	Acres - Temporary Erosion Control Mulch	\$ 650.00	\$ 4,686.50
Phase 2 Total:			\$ 19,106.50

Phase 3

QUANTITY	ITEM	UNIT PRICE	EXTENSION
18	Acres - Seeding Class 2 Special	\$ 1,300.00	\$ 23,400.00
18	Acres - Temporary Erosion Control Seeding	\$ 600.00	\$ 10,800.00
18	Acres - Temporary Erosion Control Mulch	\$ 800.00	\$ 14,400.00
Phase 3 Total:			\$ 48,600.00

Phase 4

QUANTITY	ITEM	UNIT PRICE	EXTENSION
18.6	Acres - Seeding Class 2 Special	\$ 1,300.00	\$ 24,180.00
1.26	Acres - Seeding Class 1 Special	\$ 1,300.00	\$ 1,638.00
17.85	Acres - Temporary Erosion Control Seeding	\$ 500.00	\$ 8,925.00
17.85	Acres - Temporary Erosion Control Mulch	\$ 500.00	\$ 8,925.00
Phase 4 Total:			\$ 43,668.00

New Berlin

QUANTITY	ITEM	UNIT PRICE	EXTENSION
26.73	Acres - Seeding Class 2 Special	\$ 1,200.00	\$ 32,076.00
0.54	Acres - Seeding Class 1 Special	\$ 1,500.00	\$ 810.00
28.27	Acres - Temporary Erosion Control Seeding	\$ 450.00	\$ 12,721.50
28.27	Acres - Temporary Erosion Control Mulch	\$ 450.00	\$ 12,721.50
Phase 4 Total:			\$ 58,329.00



GREENE & BRADFORD, INC.
 3501 CONSTITUTION DRIVE
 SPRINGFIELD, IL. 62711-7007
 (217) 793-8844
 (217) 793-6227 FAX
www.greeneandbradford.com

PROJECT NO: 06195
 DESCRIPTION: SEEDING & TEMPORARY SEEDING
 CALC. BY: GSK DATE:
 CHKED BY: _____ DATE:

SEEDING AND TEMPORARY SEEDING CONTRACTOR QUOTES				FURNISH AND INSTALL COMP.		FUF INST
				AS BID		PEDIGO
ITEM NO.	DESCRIPTION OF PAY ITEM	QTY AS BID	UNIT	UNIT PRICE LOW BID	TOTAL PRICE LOW BID	UNIT PRICE QUOTE
	PHASE 2A (NOT BID BUT USED MCINTIRES PROPOSAL)					
	SEEDING CLASS 2 (SPECIAL)	18.36	AC.	\$3,000.00	\$55,080.00	\$1,350.00
	TEMPORARY EROSION CONTROL SEEDING	18.36	AC.	\$700.00	\$12,852.00	\$250.00
	TEMPORARY EROSION CONTROL MULCH	18.36	AC.	\$900.00	\$16,524.00	\$450.00
	PHASE 2 (MCINTIRE)					
	SEEDING CLASS 2 (SPECIAL)	7.21	AC.	\$3,000.00	\$21,630.00	\$1,350.00
	TEMPORARY EROSION CONTROL SEEDING	7.21	AC.	\$700.00	\$5,047.00	\$250.00
	TEMPORARY EROSION CONTROL MULCH	7.21	AC.	\$900.00	\$6,489.00	\$450.00
	PHASE 3 (HOERR)					
	SEEDING CLASS 2 (SPECIAL)	18	AC.	\$2,450.00	\$44,100.00	\$1,350.00
	TEMPORARY EROSION CONTROL SEEDING	18	AC.	\$800.00	\$14,400.00	\$250.00
	TEMPORARY EROSION CONTROL MULCH	18	AC.	\$1,100.00	\$19,800.00	\$450.00
	PHASE 4 (PARK)					
	SEEDING CLASS 1 (SPECIAL)	1.25	AC.	\$6,720.00	\$8,400.00	\$1,350.00
	SEEDING CLASS 2 (SPECIAL)	16.6	AC.	\$2,210.00	\$36,686.00	\$1,350.00
	TEMPORARY EROSION CONTROL SEEDING	17.85	AC.	\$767.00	\$13,690.95	\$250.00
	TEMPORARY EROSION CONTROL MULCH	17.85	AC.	\$1,040.00	\$18,564.00	\$450.00
	NEW BERLIN (FOLLOWELL)					
	SEEDING CLASS 1 (SPECIAL)	0.54	AC.	\$8,100.00	\$4,374.00	\$1,350.00
	SEEDING CLASS 2 (SPECIAL)	25.73	AC.	\$1,950.00	\$50,173.50	\$1,350.00
	TEMPORARY EROSION CONTROL SEEDING	26.27	AC.	\$750.00	\$19,702.50	\$250.00
	TEMPORARY EROSION CONTROL MULCH	26.27	AC.	\$1,020.00	\$26,795.40	\$450.00
	INCLUDES EVERYTHIG - EXCEPT NO TRAFFIC CONTROL					SEE THEF ALL IF TH UNDERST
					\$374,308.35	

SUBCONTRACT AGREEMENT

DEFINITIONS:

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

SUBCONTRACTOR: Pedigo Sod Inc.
4048 Watson St.
New Berlin, IL 62670-6718

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, 4, and Village of New Berlin
Water Transmission Main & Booster Pump

SUBCONTRACT SUM: \$179,764.50

AGREEMENT:

This AGREEMENT is by and between the General Contractor and the Subcontractor and is dated effective the 22 day of June, 2010.

1. Scope of work: The Subcontractor agrees to furnish all equipment, labor and materials 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 Unit Prices.

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 2,2A,3,4 and the Village of New Berlin
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, 2011. 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 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) 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 (___%) 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 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

Pedigo sod inc.
Name of Subcontractor

By: Del McCord
Signature

By: Gene Pedigo
Signature

Del McCord, Village Manager
Print name/Title

Gene Pedigo Pres.
Print name/Title

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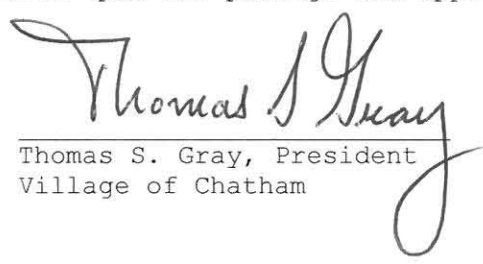
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REYNOLDS SCHATTEMAN
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- PAYMENT & CONTRACT TERMS AND CONDITIONS TO BE AGREED UPON BEFORE WORK COMMENCES

**Quotation from
Central Landscaping**

12512 Mendell Road

Princeville, IL. 61559

309-385-4832 + fax 309-385-2644

e-mail address: cntrland@verizon.net

ATTN: Gary Kuntzman

TO: Estimator

Date 05.03.2010

Letting

Item Village of Chatham

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Phase 2A Total:			\$ 42,228.00

Phase 2

QUANTITY	ITEM	UNIT PRICE	EXTENSION
7.21	Acres - Seeding Class 2 Special	\$ 1,450.00	\$ 10,454.50
7.21	Acres - Temporary Erosion Control Seeding	\$ 550.00	\$ 3,965.50
7.21	Acres - Temporary Erosion Control Mulch	\$ 550.00	\$ 3,965.50
Phase 2 Total:			\$ 18,385.50

Phase 3

QUANTITY	ITEM	UNIT PRICE	EXTENSION
18	Acres - Seeding Class 2 Special	\$ 1,300.00	\$ 23,400.00
18	Acres - Temporary Erosion Control Seeding	\$ 500.00	\$ 9,000.00
18	Acres - Temporary Erosion Control Mulch	\$ 500.00	\$ 9,000.00
Phase 3 Total:			\$ 41,400.00

Phase 4

QUANTITY	ITEM	UNIT PRICE	EXTENSION
16.6	Acres - Seeding Class 2 Special	\$ 1,300.00	\$ 21,580.00
1.26	Acres - Seeding Class 1 Special	\$ 1,300.00	\$ 1,625.00
17.86	Acres - Temporary Erosion Control Seeding	\$ 500.00	\$ 8,925.00
17.86	Acres - Temporary Erosion Control Mulch	\$ 500.00	\$ 8,925.00
Phase 4 Total:			\$ 41,055.00

New Berlin

QUANTITY	ITEM	UNIT PRICE	EXTENSION
25.73	Acres - Seeding Class 2 Special	\$ 1,200.00	\$ 30,876.00
0.54	Acres - Seeding Class 1 Special	\$ 1,500.00	\$ 810.00
26.27	Acres - Temporary Erosion Control Seeding	\$ 450.00	\$ 11,821.50
26.27	Acres - Temporary Erosion Control Mulch	\$ 450.00	\$ 11,821.50
Phase 4 Total:			\$ 55,329.00



GREENE & BRADFORD, INC.
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 SPRINGFIELD, IL. 62711-7007
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PROJECT NO: _____
 DESCRIPTION: SEEDING & _____
 CALC. BY: GSK
 CHKED BY: _____

SEEDING AND TEMPORARY SEEDING CONTRACTOR QUOTES				FURN	INSTA
ITEM NO.	DESCRIPTION OF PAY ITEM	QTY AS BID	UNIT	UNIT PRICE LOW BID	
	PHASE 2A (NOT BID BUT USED MCINTIRES PROPOSAL)				
	SEEDING CLASS 2 (SPECIAL)	18.36	AC.	\$3,000.00	
	TEMPORARY EROSION CONTROL SEEDING	18.36	AC.	\$700.00	
	TEMPORARY EROSION CONTROL MULCH	18.36	AC.	\$900.00	
	PHASE 2 (MCINTIRE)				
	SEEDING CLASS 2 (SPECIAL)	7.21	AC.	\$3,000.00	
	TEMPORARY EROSION CONTROL SEEDING	7.21	AC.	\$700.00	
	TEMPORARY EROSION CONTROL MULCH	7.21	AC.	\$900.00	
	PHASE 3 (HOERR)				
	SEEDING CLASS 2 (SPECIAL)	18	AC.	\$2,450.00	
	TEMPORARY EROSION CONTROL SEEDING	18	AC.	\$800.00	
	TEMPORARY EROSION CONTROL MULCH	18	AC.	\$1,100.00	
	PHASE 4 (PARK)				
	SEEDING CLASS 1 (SPECIAL)	1.25	AC.	\$6,720.00	
	SEEDING CLASS 2 (SPECIAL)	16.6	AC.	\$2,210.00	
	TEMPORARY EROSION CONTROL SEEDING	17.85	AC.	\$767.00	
	TEMPORARY EROSION CONTROL MULCH	17.85	AC.	\$1,040.00	
	NEW BERLIN (FOLLOWELL)				
	SEEDING CLASS 1 (SPECIAL)	0.54	AC.	\$8,100.00	
	SEEDING CLASS 2 (SPECIAL)	25.73	AC.	\$1,950.00	
	TEMPORARY EROSION CONTROL SEEDING	26.27	AC.	\$750.00	
	TEMPORARY EROSION CONTROL MULCH	26.27	AC.	\$1,020.00	
	INCLUDES EVERYTHIG - EXCEPT NO TRAFFIC CONTROL				