

ORDINANCE NO. 99-52

AN ORDINANCE APPROVING A BID FOR WATER MAIN MATERIAL

WHEREAS, on November 1, 1999 at 1:00 p.m. the Village of Chatham sought and obtained bids for water main material for Park Ave. to Gordon Drive; and

WHEREAS, the attached bid was opened and the lowest responsible bidder identified; and


WHEREAS, on November 1, 1999 the Public Works Committee met to review the attached bid from U.S. Filter for \$39,676.45 and is recommending acceptance.

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 U.S. Filter for \$39,676.45 is hereby approved.

SECTION 2: This Ordinance is effective upon its passage and approval.

PASSED THIS 9th day of November, 1999


Linda L. Koester, President
Village of Chatham

ATTEST:


Robert A. Krueger, Village Clerk

AYES: 6
NAYS: 0
ABSENT: 0

PASSED: 11-9-99
APPROVED: 11-9-99

11-1-99

WATERMAIN BID RESULTS

Watermain Material For Park Ave. To Gordon Dr.

Bids opened on 11-1-99 at 1:00p.m. at Municipal Hall

Illinois Meter Inc.- \$ 40,930.25
Midwest Meter Inc.- \$ 40,556.07
Schulte Supply Inc.- \$ 40,161.04
U.S. Filter Dist.- \$ 39,676.45

All bids were checked and equal quantities quoted, Del and myself recommend the low bid from U.S. Filter

Meredith Branham
Public Works Director

U.S. FILTER DISTRIBUTION GROUP

VILLAGE OF CHATHAM
 217-483-2451
 ATTN: MERRIDITH BRANHAM
 116 E. MULBERRY
 CHATHAM IL 62629

USF - Washington IL
 115 N. Cummings Lane
 Washington IL 61571
 Telephone: 309-444-3183

10/27/99 Bid ID: 302611 CHATHAM, WATER MATERIAL BID

Page 1

Line	Quantity	Sell Per	Description	Net Price	Extended Price
------	----------	----------	-------------	-----------	----------------

SEALED BID-WATER MATERIAL
 BID: 11-1-99 AT 1:00 PM

	30	1	EA	LUMP SUM BID FOR ALL OF THE FOLLOWING MATERIAL	39,676.45	39,676.45	
1	50	3	5	EA	10X10 MJ TEE CP DI C153	N/C	N/C
	60	3	9	EA	10" MJ TRANSITION ACC SET	N/C	N/C
	90		9	EA	10 MJ RW GV OL L/ACC A2360-23	N/C	N/C
	100		18	EA	10" MJ VLV ACC SET-2 NR BOLTS	N/C	N/C
	110	9	18	EA	10" MJ X IPS PVC TRANS GASKET	N/C	N/C
2	130		9	EA	564S-F VALVE BOX W/LID WATER VB564SHD 16T 36B	N/C	N/C
	140		9	EA	5 1/4-F LID WATER	N/C	N/C
3	170	1	1	EA	10 MJ PLUG T/C CP DI C153	N/C	N/C
	200	8	8	EA	10X6 MJ TEE CP DI C153	N/C	N/C
4	210	8	16	EA	10" MJ TRANSITION ACC SET	N/C	N/C
	220		8	EA	6" MJ TRANSITION ACC SET	N/C	N/C
	250		11	EA	6 MJ RW GT VL OL L/AC A2360-23	N/C	N/C
	260		22	EA	6" MJ VLV ACC SET-2 NR BOLTS	N/C	N/C
5	270	11	22	EA	6" MJ X IPS PVC TRANS GASKET	N/C	N/C
	290		11	EA	564S-F VALVE BOX W/LID WATER VB564SHD 16T 36B	N/C	N/C
	300		11	EA	5 1/4-F LID WATER	N/C	N/C
	320	7	7	EA	5 1/4VO A423 HYD 4'6" B, 6MJ 3W	N/C	N/C
6	330	7	7	EA	6" MJ X IPS PVC TRANS GASKET	N/C	N/C

11/1/99

U.S. FILTER DISTRIBUTION GROUP

VILLAGE OF CHATHAM
 217-483-2451
 ATTN: MEREDITH BRANNAM
 116 E. MULBERRY
 CHATHAM

IL 62629

USF - Washington IL
 115 N. Cummings Lane
 Washington IL 61571
 Telephone: 309-444-3183

10/27/99 Bid ID: 302611 CHATHAM, WATER MATERIAL BID

Page 2

Line	Quantity	Sell Per	Description	Net Price	Extended Price
7	1	EA	10X6 MJ CROSS CP DI C153	N/C	N/C
	2	EA	10" MJ TRANSITION ACC SET	N/C	N/C
	2	EA	6" MJ TRANSITION ACC SET	N/C	N/C
8	4	EA	5 MJ PLUG T/C CP DI C153	N/C	N/C
9	1	EA	10X6 MJ REDUCER CP DI C153	N/C	N/C
	1	EA	10" MJ TRANSITION ACC SET	N/C	N/C
	1	EA	6" MJ TRANSITION ACC SET	N/C	N/C
10	4000	FT	10 PR200 PVC PIPE(G) SDR21	N/C	N/C
11	4000	EA	12GA SOLID COPPER COATED WIRE	N/C	N/C

THIS MATERIAL BID PRICE IS FIRM THROUGH NOVEMBER 1999

PLEASE REFERENCE THE ATTACHED SPECIAL NOTE, AS IT IS PART OF THE BID. THANK YOU FOR THE OPPORTUNITY TO QUOTE THE ABOVE. IF WE CAN BE OF FURTHER SERVICE, PLEASE CONTACT OUR OFFICE.

SINCERELY,
 U.S. FILTER DISTRIBUTION GROUP

Evelyn Riehl
 EVELYN RIEHL

Subtotal: 39,676.45
 Tax: .00
 Bid Total: 39,676.45

SPECIAL NOTICE

The terms, conditions, and limited warranty contained below and attached to this quotation are incorporated herein, and all sales are subject thereto.

Prices quoted are firm for _____ days from the date of this quote and are firm for shipment within _____ days of this quote.

ALL ORDERS ACCEPTED BY US PURSUANT TO THIS QUOTATION WILL BE SUBJECT TO THE TERMS, CONDITIONS AND LIMITED WARRANTY HEREIN SET FORTH.

TERMS AND CONDITIONS

BUYER UNDERSTANDS AND AGREES THAT THESE TERMS SHALL SUPERCEDE ANY TERMS CONTAINED ON BUYERS PURCHASE ORDER OR INSTRUMENT SUBSTITUTED BY BUYER.

QUOTATIONS: Quotations are a proposal to furnish the materials listed therein. It is not intended as a lump-sum quotation, but is a proposal to sell our products at the unit price as shown. Prices are good for ten (10) days from date of quotation unless otherwise specifically noted.

PRICES, PAYMENT AND LATE CHARGES: Prices are F.O.B. point of shipment. All freight charges are subject to payment by Buyer. If such costs are prepaid by Seller, Buyer shall reimburse Seller for such costs. In addition, all costs and expenses incurred in connection with excess packaging shall be paid by Buyer. Prices are subject to change without notice. Full payment of purchase price and other charges is due within thirty (30) days after invoice date. If full payment is not received by the applicable due date, Buyer agrees to pay Seller attorney's fees and other cost of collection incurred by Seller, and a monthly late charge equal to one and one-half percent (1.5%) of all outstanding amounts. Buyer understands that Seller may refuse to sell any goods to Buyer until overdue accounts are paid in full. Buyer shall be responsible for the payment of all taxes, duties, customs and other fees of any nature imposed relating to this transaction. In the event Seller is required to prepay any such amount, Buyer will reimburse Seller immediately.

CREDIT APPROVAL: All orders are subject to approval of Buyer's credit. If Buyer's credit is not approved by Seller prior to shipment of the Goods, Seller may require, in its sole discretion, different terms of payment from those specified in this document, including, without limitation, requiring Buyer to pay Seller cash upon delivery, or to return the Goods to Seller at Buyer's expense. If within the period stated in such demand Buyer fails or refuses to agree to such different terms of payment or refuses to give adequate assurance of due performance, Seller may, at its option, treat such failure or refusal as a repudiation of the portion of this agreement which has not been fully performed.

DELIVERY: Seller shall ship the Goods to the location designated by Buyer via commercial carrier or private delivery at the earliest available shipment date. Shipping dates are estimates only. Changes in the shipping schedule by Buyer may at Seller's discretion result in an increase in the purchase price of the Goods.

IRREVOCABILITY: Buyer acknowledges that Seller may not have on hand in Seller's open stock all of the items purchased by Buyer and that Seller will be relying on Buyer's agreement to purchase such items as a basis for Seller to enter into binding agreement with others for the delivery of such items. Because of Seller's reliance, Buyer agrees that Buyer's obligation to purchase the Goods shall be unconditional and irrevocable. Buyer's cancellation or refusal to accept the Goods shall be subject to such cancellation charges as Seller shall determine is appropriate, together with such other remedies as may be provided herein and under applicable law. Seller will determine acceptability of Returned Goods. Credit will be issued on Resalable Goods only. All returns are subject to Restocking and Handling charges.

NON-CONFORMING GOODS: Buyer shall notify Seller in writing within ten (10) days after delivery of any non-conforming Goods or any deficiencies or shortages; otherwise all such claims shall be deemed waived by Buyer. The use or resale by Buyer of any Goods claimed to be non-conforming or deficient shall constitute acceptance of such items by Buyer. Buyer shall have no right to withhold payment of the purchase price or to adjust the amount of the purchase price because of any such claim. The sole remedy of the Buyer shall be the replacement or repair by Seller, at Seller's option, of non-conforming or deficient items.

DISCLAIMER AND LIMITED WARRANTY: All Goods sold by Seller are warranted to be free from defects in material and workmanship, to the extent, in the manner and during the period provided in the applicable express Warranty extended to Seller by the Manufacturer of such Goods, and to the extent Seller is able to enforce such Manufacturer's Warranty. Seller shall provide to Buyer a copy of the applicable Express Warranty extended by the Manufacturer of any items purchased hereunder upon written request. The foregoing Warranty is in lieu of and excludes all other Warranties not expressly set forth herein, whether express or implied by operation of Law or otherwise, including but not limited to any implied Warranties or Merchantability or fitness for a particular purpose. Seller must not be liable for incidental or consequential losses, damages or expenses directly or indirectly arising from the sale, handling or use of the goods, or from any other cause relating thereto. Seller's liability hereunder in any case is expressly limited to the replacement (in the form originally shipped) of Goods not complying with this agreement or, at Seller's election, to the repayment of, or crediting Buyer with, an amount equal to the purchase price of such Goods, whether such claims are for breach of Warranty or negligence. Any claim by Buyer with reference to the Goods sold hereunder for any cause shall be deemed waived by the Buyer unless submitted to Seller in writing within ten (10) days from the date Buyer discovered, or should have discovered, any claimed breach.

SUBSIDIARY AND AFFILIATES: This order may be performed and all rights hereunder against Buyer may be enforced, in whole or in part, by Seller or by its parent corporation or any one or more subsidiary or affiliate of Seller.

FORCE MAJEURE: Seller shall not be liable to Buyer for any breach hereunder, including for failure to deliver or delays in delivery, construction, erection, or startup, occasioned by causes beyond the control of Seller or Seller's suppliers or subcontractors, including, but not limited to, unavailability or excessive cost of materials, strikes, labor slowdowns and stoppages, labor shortages, lockouts, fires, floods, earthquakes, storms, drought, adverse weather, riots, thefts, accidents, embargoes, war (whether or not declared) or other outbreak of hostilities, civil strife, acts of governments, acts of God, acts of the public enemy, unusually severe weather, machinery breakdowns, delay or unavailability of carriers or suppliers, shortages of labor, and governmental acts or regulations, orders or injunctions, or other reasons, whether similar or dissimilar to the foregoing (together a "Force Majeure Event"). In addition, in the event of a Force Majeure Event, (i) the time for Seller's performance shall be reasonably extended, (ii) Seller and Buyer shall take reasonable steps to adjust all affected dates in this agreement and (iii) an adjustment in the purchase price shall be made for the resulting additional costs to Seller.

GENERAL PROVISIONS: Buyer shall not have the right to assign this Agreement without the written consent of Seller which Seller may withhold in its sole and absolute discretion. This Agreement shall be governed by and construed in accordance with the applicable laws of the state of Shipper. Nothing contained herein shall be construed so as to require the commission of any acts contrary to law. This Agreement represents the entire Agreement between the parties with respect to the subject matter set forth above.