VILLAGE OF CHATHAM, ILLINOIS

ORDINANCE NO. 07 - 05

AN ORDINANCE ACCEPTING BID A FOR NORTH FOXX CREEK SANITARY SEWER

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, ILLINOIS THIS 27TH DAY OF MARCH, 2007

Published in pamphlet form by the authority of the President and Board of Trustees of the Village of Chatham, Sangamon County, Illinois, this 27th day of March, 2007.

ORDINANCE NO. 07 -

AN ORDINANCE ACCEPTING BID FOR NORTH FOXX CREEK SANITARY SEWER

WHEREAS, the Village advertised and obtained the attached bids, which were opened at 8:30 a.m. on March 6, 2007 and the lowest responsible bidder identified.

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 and Heating, Inc. for \$67,884.84 is hereby approved.

SECTION 2: The Director 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 MARCH, 2007

Thomas S. Gray, President Village of Chatham

ATTES

Pat Schad, Village Clerk

AYES:	HERR SCHATTEMAN MCGRATH KNAMADA	∠ PASSED:	3-27-07
NAYS:	0	APPROVED:	3-27-57
ABSENT:	2 BULG MEADAMS		

ORDINANCE CERTIFICATE

STATE OF ILLINOIS)) SS. COUNTY OF SANGAMON)

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Chatham, Sangamon County, Illinois.

I do further certify that the Ordinance attached hereto is a full, true, and exact copy of Ordinance No. 07 -05, adopted by the President and Board of Trustees of said Village on the 27th day of March, 2007, said Ordinance being entitled:

AN ORDINANCE ACCEPTING BID FOR NORTH FOXX CREEK SANITARY SEWER

I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Village, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Village this 27^{th} day of March, 2007.

Pat Schad, Village Cherk

BIGGS \$ 82,623,20 FLATS

\$ 119,627.42 PPH \$67,884.84

č

CONTRACT DOCUMENTS AND SPECIFICATIONS

VILLAGE OF CHATHAM NORTH FOXX CREEK TRUNK SEWER

March, 2007

PREPARED BY:

GREENE & BRADFORD, INC. of Springfield

Consulting Engineers 3501 Constitution Drive Springfield, Illinois 62707 (217)793-8844

Project No. 07033

ADVERTISEMENT FOR BIDS

OWNER: Village of Chatham 116 E. Mulberry Chatham, IL 62629

Sealed bids for the <u>NORTH FOXX CREEK TRUNK SANITARY SEWER</u> will be received by the Village of Chatham, 116 E. Mulberry, Chatham, IL 62629, phone 483-2451, until 8:30 a.m. Prevailing Time, March 20, 2007, and then at said office publicly opened and read aloud. (No faxes will be accepted.)

The scope of work generally includes \pm 1,500 lineal feet of 10" sewer to serve the new Prairie Vista Subdivision.

The Contract Documents may be examined at the following locations:

Greene & Bradford, Inc., 3501 Constitution Drive, Springfield, IL 62711

Village of Chatham, 116 E. Mulberry, Chatham, IL 62629

Copies of the Contract Documents may be obtained at the Office of Greene & Bradford, Inc., upon payment of \$15.00 per set. The cost of the documents is NON-REFUNDABLE.

Mail requests for the Contract Documents shall be accompanied by a check made payable to Greene & Bradford, Inc.

A certified check or bank draft, payable to the order of the Village of Chatham, or a satisfactory Bid Bond executed by the Bidder and an acceptable Surety in an amount equal to <u>TEN PERCENT (10%)</u> of the total Bid shall be submitted with each Bid.

Attention is called to the fact that not less than the minimum salaries and wages as set forth in the Contract Documents must be paid on this project, and that the Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

The Village of Chatham reserves the right to reject any or all bids, any or all bid items, or to waive any informalities in the bidding.

Bids may be held by the Village of Chatham for a period of 90 days from the date of the opening of Bids for the purpose of reviewing the Bids and investigating the qualifications of Bidders, prior to awarding of the Contract.

Date: March 1, 2007

ż

By: VILLAGE OF CHATHAM Tom Gray, Mayor

PROPOSAL

TO	THE	OWNER,	Village	of	Chatham
----	-----	--------	---------	----	---------

1. Proposal of:

for the improvement known as: VILLAGE OF CHATHAM NORTH FOXX CREEK TRUNK SANITARY SEWER

The Plans for the proposed Work are those prepared by:

Greene & Bradford, Inc. 3501 Constitution Drive Springfield, IL 62707 217-793-8844

which Plans are designated as:

VILLAGE OF CHATHAM NORTH FOXX CREEK TRUNK SANITARY SEWER

The Specifications herein referred to are the "Standard Specifications for Water and Sewer Main Construction in Illinois" Fifth Edition, dated May 1996.

- 3. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein, and that the proposal is made without collusion with any other person, firm or corporation.
- 4. The undersigned further declares that he has carefully examined the Proposal, Plans, Specifications and the Special Provisions, and that he has inspected in detail the site of the proposed Work, and that he has familiarized himself with all of the local conditions affecting the Contract and the detailed requirements of construction, and understands that in making this Proposal he waives all right to plead any misunderstanding regarding the same.
- 5. The undersigned agrees to complete the construction within sixty (60) calendar days or by June 15, 2007.

6. Accompanying this Proposal is a Bid Bond, Bank Draft, Bank Cashier's Check, or Certified Check, complying with the requirements of the specifications, made payable to the: **Village of Chatham**. The amount of the check or draft is

(\$______). If this proposal is accepted and the undersigned shall fail to execute a Contract and Contract Bond as required herein, it is hereby agreed that the amount of the check or draft substituted in lieu thereof, shall become the property of the Owner, and shall be considered as payment of damages due to delay and other causes suffered by the Owner because of the failure to execute said Contract and Contract Bond; otherwise said check or draft shall be returned to the undersigned.

- 7. The undersigned further agrees that if the Owner declares to extend or shorten the work, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased at the Contract unit prices.
- 8. The undersigned submits herewith his Schedule of Prices covering the work to be performed under this Contract.
- 9. The total cost of the Base Bid items will be utilized as the basis to award the bid.
- 10. All staking will be furnished by others.

SCHEDULE OF PRICES VILLAGE OF CHATHAM NORTH FOXX CREEK TRUNK SANITARY SEWER

	ITEM	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1.	8" Sanitary Sewer (All Depths)	37	FOOT		
2.	10" Sanitary Sewer (All Depths)	1,450	FOOT	······································	
3	Manhole, Type A, 4' Dia., Type 1 Frame, Closed Lid	6	EACH		<u></u>
4.	Additional Manhole Depth	22.14	VT FT		
5.	Manhole Connection	1	EACH		<u> </u>
6.	8" Plug	7	EACH	·····	
7.	Construction Layout	1	L SUM		
9.	Fire Hydrant Removal & Replacement	1	LSUM	·······	
10.	Tree & Brush Removal	1	L SUM		
			-	TOTAL	······

This Proposal is based on the following Addenda:

ć

(If an Individual)	Signature of Bidder: Business Address:
	Dusiness Autress.
(SEAL)	
	······
(If A Partnership)	Firm Name:
	Signed By:
(SEAL)	Business Address:
	••••••••••••••••••••••••••••••••••••••
<i>"</i>	
(Insert names and addresses	
of all partners of the firm)	
	Corporate Name:
	Signed by:
	President
	Business Address:
(If a Corporation)	· · · · · · · · · · · · · · · · · · ·
(SEAL)	President:
	Secretary:
	Treasurer:
(Insert names of Officers)	
•	

ŕ

BID BOND

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

á

BID DUE DATE: Ma PROJECT VII

<u>March 20, 2007</u> <u>Village of Chatham</u> North Foxx Creek Trunk Sewer

10% BOND

BOND NUMBER DATE: (*Not later than Bid Due Date*): PENAL SUM:

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each case this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER	SURETY
(Seal) Bidder's Name and Corporate Seal	(Seal) Surety's Name and Corporate Seal
By: Signature and Title	By: Signature and Title (Attach Power of Attorney)
Attest: Signature and Title	Attest: Signature and Title
Note: (1) Above addresses are to be used for (2) Any singular reference to Bidder, Su where applicable.	giving required notice. rety, Owner or other party shall be considered plural

EJCDC NO. 1910-28-C (1990 Edition)

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

- 3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 3.2 All bids are rejected by Owner, or
 - 3.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located. EJCDC NO. 1910-28-C (1990 Edition) 8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to t be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to the Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statue shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

GENERAL SPECIFICATIONS

SPECIAL CONDITIONS

1. PROJECT SITE

All work will be done along Mansion Road and abandoned lane at Route 4 and a farm field.

2. TIME FOR COMPLETION

The Work which the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the Village of Chatham and shall be fully completed within sixty (60) consecutive calendar days thereafter. It is expected that the work will be clear from IEPA to proceed by mid April.

3. LIQUIDATED DAMAGES

The Contractor agrees to complete the construction within sixty (60) calendar days or by June 15, 2007.

4. CONTRACTOR'S AND SUBCONTRACTOR'S PUBLIC LIABILITY, VEHICLE LIABILITY, AND PROPERTY DAMAGE INSURANCE

As required under Section 7-2 of the Standard Specifications, the Contractor's Public Liability insurance and Vehicle Liability Insurance shall be in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$2,000,000 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than \$500,000.

The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage of the type and in the same amounts as specified in the preceding paragraph, or (2) insure the activities of his subcontractors in his own policy.

5. RESPONSIBILITIES OF THE CONTRACTOR

Except as otherwise specifically stated in the Contract Documents and Technical Specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fee or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to deliver all improvements embraced in this Contract complete in every respect within the specified time.

6. LUMP SUM ITEMS

۲

It is the intent of these specifications that payment under the lump sum items as set forth in the Proposal shall include all labor, materials and equipment necessary to complete the work as shown on the drawings, and as herein specified. No additional payment will be made for construction of the work shown and specified. The Owner reserves the right to delete particular items from the work at any time before or after the Contract is awarded without affecting the other items.

7. SCOPE OF WORK

The work under this Contract shall include the following major items:

1,500 lineal feet of 10" sewer to serve Prairie Vista and future retail area sites along Route 4.

8. UNIT PRICE ITEMS

It is the intent of these specifications that payment under the unit price items as set forth in the Proposal shall include all labor, materials and equipment necessary to complete the work as shown on the drawings, and as herein specified. No additional payment will be made for construction of the work shown and specified. The Owner reserves the right to delete particular items from the work at any time before or after the Contract is awarded without affecting the other items.

9. CONSTRUCTION SEQUENCE

The work shall be started within 10 calendar days of the Notice to Proceed, and the work shall be executed with such progress as required to prevent any delay to the general completion of the project. The Contractor shall submit to the Engineer, a Construction Schedule showing the order of the work, the time for starting each item, and the approximate time for construction of each item.

10. CONTRACTOR'S REPRESENTATIVE

The Contractor shall designate an authorized representative who shall be responsible for production and who shall assume responsibility for reviewing progress of the work with the Engineer. The Contractor's representative shall have direct control and complete authority to act on behalf of the Contractor, and such authority shall not be interrupted throughout the duration of the Contract, without approval of the Engineer.

11. RECORD DRAWINGS

Record documents (As-Builts) are those Drawings and Specifications maintained and annotated by the Contractor during construction to record approved options and deviations from Contract Documents. For record purposes, the engineer will furnish the Contractor with one set of Contract Drawings (black line prints), and one set of Contract Specifications.

Upon completion of the work, the Contractor shall furnish the Engineer with a marked-up set of blackline prints and specifications on which all options and deviations and pertinent field notes are clearly marked.

12. SPRINGFIELD METRO SANITARY DISTRICT PERMIT WORK

The successful awarded Contractor must or will be approved by the Springfield Metro Sanitary District.

13. CONTRACTOR QUALITY CONTROL

The Contractor shall establish a quality control system to perform sufficient inspection and tests of all items of work including that of subcontractors, to ensure conformance to applicable specifications and drawings with respect to the materials, workmanship, construction, finish, functional performance, and identification. This control shall be established for all construction.

14. STANDARD SPECIFICATIONS

Work under this contract shall be performed in accordance with the applicable sections of the Standard Specifications for Water and Sewer Main Construction in Illinois, Fifth Edition, Adopted May 1996, unless otherwise noted.

Other standard specifications and codes utilized under this contract are as follows:

- A. Standard Specifications for Road and Bridge Construction Adopted January 1, 2007 by the Illinois Department of Transportation (IDOT), including all addenda.
- B. Supplemental Specifications and Recurring Special Provisions Adopted January 1, 2007 by IDOT.
- C. Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition.
- D. Standard Specifications for Soil Erosion and Sedimentation Control Adopted October 1987 by the Illinois Environmental Protection Agency (IEPA).
- E. Illinois State Plumbing Code, latest edition.
- F. Springfield Metro Sanitary District rules and regulations.

General Specifications and Special Provisions supplement the Standard Specifications and Codes. In case of a conflict, the Special Provisions shall take precedence and govern.

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Water and Sewer Main Construction in Illinois" Fifth Edition, dated May 1996, the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2007 by the Illinois Department of Transportation, the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", in effect on the date of the Advertisement for Bids, the "Standard Specifications for Traffic Control Items", by the Illinois Department of Transportation, in effect on the date of the Advertisement for Bids, and the "Supplemental Specifications and Recurring Special Provisions", adopted January 1, 2007 by the Illinois Department of Transportation, and in case of conflict with any part or parts of said specifications, these Special Provisions shall take precedence and shall govern.

1. DESCRIPTION OF WORK

The work under this contract consists of the construction of 1,500 lineal feet of 10" sewer to serve serve Prairie Vista and future retail area sites along Route 4.

2. PROPERTY MARKERS, SURVEY MARKERS OR MONUMENTS

The Contractor's attention is called to the property markers, survey markers, monuments, and section markers throughout the project. The marker or monuments shall be protected in accordance with Article 107.20 of the Standard Specifications for Road and Bridge Construction.

3. COOPERATION WITH UTILITIES

The Contractor shall notify all utility companies in the area to aid in locating their underground services. In the event of a break in an existing watermain, gas main, sewer or underground cable, he shall immediately notify the responsible official of the organization operating the utility interrupted. The Contractor shall lend all possible assistance in restoring services and shall assume all costs, charges, or claims connected with the interruption and repair of such services if the locations of said utility were marked by the utility prior to excavation.

4. J.U.L.I.E. SYSTEM

The toll free number for Joint Utility Locations Information for Excavators is 1-800-892-0123.

5. CERTIFICATES OF INSURANCE

The Contractor shall provide insurance as required by Section 7-2 of the Standard Specifications and Umbrella Coverage in the amount of \$2,000,000. The Contractor shall furnish the following entities a Certificate (or certificates) of Insurance* when the signed Contract is returned to the Owner for execution, and shall maintain the insurance at all times during the performance of this Contract.

*Each Certificate shall state that the Owner and Engineer shall be given ten (10) days prior notice in the event of cancellation of the policy. The certificates of insurance must name the following as "additional insured". They are: The Village of Chatham and Greene & Bradford, Inc.

6. ADDITIONAL DEPTH MANHOLE

ĩ

This item of work shall be completed in accordance with Section 32 -"Manholes for Storm and Sanitary Sewers" of the Standard Specifications. Additional depth manhole sections shall be precast. Payment shall be made at the Contract Unit Price bid for **Manhole – EACH** and no additional charge for additional depth.

7. 8", 10" & 15" SANITARY SEWERS, VARIOUS DEPTHS (PVC)

This item of work shall be completed in accordance with Section 31 -"Pipe Laying, Jointing and Testing" of the Standard Specifications. <u>All testing required for this pipe shall be considered</u> incidental to this item. Payment shall be made at the Contract Unit Price bid for (Size) Sanitary Sewer (All Depths) - Linear Foot.

8. CONSTRUCTION WITHIN FARM FIELDS

All work within farm field shall be constructed within the temporary easement as noted on the Plans. The Village shall reimburse the tenants for crop damages within this distance. Any damage beyond this will be at the Contractor's expense and deducted from the contract at \$1,000 per acre.

9. TREE AND BRUSH REMOVAL

The Contractor will remove the minimum required trees and burn Wednesday through Saturday when prevailing wind conditions permit.

10. SEEDING AND MULCHING

There will be no seeding required as the farmer will be farming this area after construction.

11. PREVAILING WAGES

The prevailing rate of wages to be paid by the Contractor and all Subcontractors are attached on the next page. Not less than the minimum wages as set forth by the attached sheet must be paid on this project. Proof of compliance must be presented if requested.

Sangamon County Prevailing Wage for March 2007

Trade Name	 		Base		*M-F>8	OSA		-	Pensn	Vac	Trng =====
ASBESTOS ABT-GEN	BLD		25.370			1.5	2.0	5,050	5.330	0.000	0.700
ASBESTOS ABT-MEC	BLD		25.290	26.290	1.5	1.5	2.0	4.450	2.500	0.000	0,250
BOILERMAKER	BLD		28.500	31.000	1.5	1.5	2.0	6.820	11.03	0,000	0,300
BRICK MASON	BLD		24.650	25.400	2.0	2.0	2,0	6.000	6.700	0.000	0.490
CARPENTER	BLD		25.910	27.910	1.5	1.5	2.0		6.480		
CARPENTER	HWY		25.750	27.500	1.5				6.500		
CEMENT MASON	BLD		22.800						8.080		
CEMENT MASON	HWY		22.170			1.5			7.300		
CERAMIC TILE FNSHER	BLD		23.300	0.000		1.5	2.0		6.700		
ELECTRIC PWR EQMT OP	ALL		30.750	0.000					8.610		
ELECTRIC PWR GRNDMAN	ALL		21.090	0.000					5.905		
ELECTRIC PWR LINEMAN	ALL			36.350					9.560		0.000
ELECTRIC PWR TRK DRV	ALL		22.130	0.000					6.200		0.000
ELECTRICIAN	BLD		31.220						5.340		
ELECTRONIC SYS TECH	BLD		24.830						3.190		
ELEVATOR CONSTRUCTOR	BLD		34.190						6.060		
GLAZIER	BLD		27.130						4.000 8.360		
HT/FROST INSULATOR	BLD		30.440			$1.5 \\ 1.5$			7,900		
IRON WORKER	BLD		25.400 25.400			1.5			7.900		
IRON WORKER	HWY BLD		23.870			1.5			5,330		
LABORER LABORER	HWY		24,000				2.0		5.330		0.600
LABORER	BLD		25.910						6.480		
MACHINIST	BLD		36.890						5.650		
MARBLE FINISHERS	BLD		23.300	0.000					6,700		
MARBLE MASON	BLD		24.800						6.700		
MILLWRIGHT	BLD		26.000				2.0		6.850		
MILLWRIGHT	HWY		19.410						3.000		
OPERATING ENGINEER		1	26.550	0.000					6.200		
OPERATING ENGINEER			24.200	0.000	1.5	1.5	2.0	6.150	6.200	0.000	0.850
OPERATING ENGINEER	BLD	3	20.600	0.000	1.5	1.5	2.0	6.150	6.200	0.000	0.850
OPERATING ENGINEER	BLD	4	28.050	0.000	1.5	1.5	2.0	6.150	6.200	0.000	0.850
OPERATING ENGINEER	HWY	1	26.800	0.000	1.5	1.5	2.0	6.150	6.200	0.000	0.850
OPERATING ENGINEER	HWY	2	24.030	0.000	1.5				6.200		0.850
OPERATING ENGINEER	HWY	3	19.800	0.000	1.5				6.200		0.850
OPERATING ENGINEER	HWY	4	28.300	0,000			2.0		6.200		
PAINTER	ALL		25.390						5.500		
PAINTER OVER 30FT	ALL		26.390						5.500		
PAINTER PWR EQMT	ALL		26.390						5.500		
PAINTER SIGNS	ALL		14.440	0.000					0.000		
PILEDRIVER	BLD		26.410						6.480		
PILEDRIVER	HWY		26.250						6.500		
PIPEFITTER	BLD		33.050						4.450		
PLASTERER	BLD		25.000						8.050		
PLUMBER	BLD		33.050						4.450 5.250		
ROOFER	BLD		24.310								
SHEETMETAL WORKER	BLD		27.820 31.240						7.880 5.350		
SPRINKLER FITTER	BLD		24.650						6,700		
STONE MASON TERRAZZO FINISHER	BLD BLD		23.300	25.400					6.700		
TERRAZZO MASON	BLD		23.300						6.700		
TILE MASON	BLD		24.800						6.700		
TRUCK DRIVER		1	25.930	0.000					3.425		
TRUCK DRIVER			26.330	0.000					3.425		
		-					_ · •				

ALL 3 26.530 0.000 1.5 1.5 2.0 7.250 3.425 0.000 0.000 TRUCK DRIVER ALL 4 26.780 0.000 1.5 1.5 2.0 7.250 3.425 0.000 0.000 TRUCK DRIVER TRUCK DRIVER ALL 5 27.530 0.000 1.5 1.5 2.0 7.250 3.425 0.000 0.000 TRUCK DRIVER 0&C 1 20.740 0.000 1.5 1.5 2.0 7.250 3.425 0.000 0.000 TRUCK DRIVER O&C 2 21.060 0.000 1.5 1.5 2.0 7.250 3.425 0.000 0.000 O&C 3 21.220 0.000 1.5 1.5 2.0 7.250 3.425 0.000 0.000 TRUCK DRIVER O&C 4 21.420 0.000 1.5 TRUCK DRIVER 1.5 2.0 7.250 3.425 0.000 0.000 O&C 5 22.020 0.000 1.5 1.5 2.0 7.250 3.425 0.000 0.000 TRUCK DRIVER BLD 24.650 25.400 2.0 2.0 2.0 6.000 6.700 0.000 0.490 TUCKPOINTER

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday. OSA (Overtime is required for every hour worked on Saturday) OSH (Overtime is required for every hour worked on Sunday and Holidays) H/W (Health & Welfare Insurance) Pensn (Pension) Vac (Vacation) Trng (Training)

Explanations

SANGAMON COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic

3. Plan and the Plan and the Plant ANTANA AND ANTANA TALE

21/12007

takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work. TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING

ź.

CLASS 1. Asphalt Screed Man; Aspco Concrete Spreaders; Asphalt Pavers; Asphalt Plant Engineer; Asphalt Rollers on Bituminous Concrete; Athey Loaders; Backfillers, Crane Type; Backhoes; Barber Green Loaders; Bulldozers; Cableways; Cherry Pickers; Clam Shells; C.M.I. & similar type autograde formless paver, autograde placer &

The second state of the second state state states

11/10007

finisher; Concrete Breakers; Concrete Pumps; Derricks; Derrick Boats; Draglines; Earth Auger or Boring Machines; Elevating Graders; Engineers on Dredges; Gravel Processing Machines; Head Equipment Greaser; High Lifts or Fork Lifts; Hoists with two or more drums or two or more load lines; Locomotives, All; Mechanics; Motor Graders or Auto Patrols; Operators or Leverman on Dredges; Operators, Power Boat; Operators, Pug Mill (Asphalt Plants); Orange Peels; Overhead Cranes; Paving Mixers; Piledrivers; Pipe Wrapping and Painting Machines; Pushdozers, or Push Cats; Robotic Controlled Equipment in this Classification; Rock Crushers; Ross Carrier or Similar Machines; Rotomill; Scoops, Skimmer, two cu. yd. capacity and under; Scoops, All or Tournapull; Sheep-Foot Roller (Self Propelled); Shovels; Skid Steer; Skimmer Scoops; Temporary Concrete Plant Operators; Test Hole Drilling Machines; Tower Machines; Tower Mixers; Track Type End Loaders; Track Type Fork Lifts or High Lifts; Track Jacks and Tampers; Tractors, Sideboom; Trenching or Ditching Machine; Tunnelluggers; Vermeer Type Saws; Water Blaster Cutting Head; Wheel Type End Loaders; Winch Cat.

CLASS 2. Air Compressors (six to eight)*; Asphalt Boosters and Heaters; Asphalt Distributors; Asphalt Plant Fireman; Oiler on Two Paving Mixers When Used in Tandem; Boom or Winch Trucks; Bull Floats or Flexplanes; Concrete Finishing Machine; Concrete Saws, Self-Propelled; Concrete Spreading Machines; Conveyors (six to eight)*; Generators (six to eight)*; Gravel or Stone Spreader, Power Operated; Hoist (with One Drum and One Load Line); Light Plants (six to eight)*; Mechanical Heaters (six to eight)*; Mud Jacks; Post Hole Digger, Mechanical; Pug Mills when used for other than Asphalt operation; Robotic Controlled Equipment in this Classification; Road or Street Sweeper, Self Propelled; Rollers (except bituminous concrete); Seaman Tiller; Straw Machine; Vibratory Compactor; Water Blaster, Power Unit; Welding Machines (six to eight)*; Well Drill Machines.

CLASS 3. Air Compressors(one to five)*; Air Compressors, Track or Self-Propelled; Automatic Hoist; Building Elevators; Bulk Cement Batching Plants; Conveyors (one to five)*; Concrete Mixers (Except Plant, Paver, or Tower); Firemen; Generators (one to five)*; Greasers; Helper on Single Paving Mixer; Hoist, Automatic; Light Plants (one to five)*; Mechanic Helpers; Mechanical Heaters (one to five)*; Oilers; Power Form Graders; Power Sub-Graders; Robotic Controlled Equipment in this Classification; Scissors Hoist; Tractors without power attachments regardless of size or type; Truck Crane Oiler and Driver (1 man); Vibratory Hammer (power source); Water Pumps (one to five)*; Welding Machines (1/300 Amp. or over)*; Welding machines (one to five)*

CLASS 4. Lattice Boom Crawler Cranes; Lattice Boom Truck Cranes; Telescopic Truck-Mounted Cranes; Tower Cranes.

* Combinations of one to eight of any Air Compressors, Conveyors, Welding Machines, Water Pumps, Light Plants, or Generators shall be in batteries or within 400 feet and shall be paid as per the Classification Schedule contained in this Article.

OPERATING ENGINEERS - HIGHWAY

í.

CLASS 1. Asphalt Screed Man; Asphco Concrete Spreaders; Asphalt

Pavers; Asphalt Plant Engineer; Asphalt Rollers on Bituminous Concrete; Athey Loaders; Backhoes; Barber Green Loaders; Bulldozers; Cableways; Carry Deck Pickers; Cherry Pickers (Rough Terrain); C.M.I. & similar type-autograde formless paver, autograde placer & finisher; Concrete Breakers; Concrete Plant Operators; Concrete Pumps; Derricks; Derrick Boats; Dewatering Systems; Earth Auger or Boring Machines; Elevating Graders; Engineers on Dredges; Gravel Processing Machines; Grout Pump; Head Equipment Greaser; High Lifts or Fork Lifts; Hoists with two or more drums or two or more load lines; Hydro Jet or Hydro Laser; Locomotives, All; Mechanics; Motor Graders or Auto Patrols; Multi-Point Power Lifting Equipment; Operators or Leverman on Dredges; Operators, Power Boat; Operators, Pug Mill (Asphalt Plants); Overhead Cranes; Paving Mixers; Piledrivers; Pipe Wrapping and Painting Machines; Push-dozers, or Push Cats; Robotic Controlled Equipment in this Classification; Rock Crushers; Ross Carrier or Similar Machines; Roto-Mill; Scoops, Skimmer, two cu. yd. capacity and under; Sheep-Foot Roller (Self Pro-pelled); Shovels; Skid Steer; Skimmer Scoops; Test Hole Drilling Machines; Tower Machines; Tower Mixers; Track Type End Loaders; Track Type Fork Lifts or High Lifts; Track Jacks and Tampers; Tractors, Side-boom; Trenching or Ditching Machine; Tunnelluggers; Vermeer-Type Saws; Wheel Type End Loaders; Winch Cat; Scoops, All or Tournapull.

CLASS 2. Air Compressors (six to eight)*; Articulated Dumps; Asphalt Boosters and Heaters; Asphalt Distributors; Asphalt Plant Fireman; Boom or Winch Trucks; Building Elevators; Bull Floats or Flexplanes; Concrete Finishing Machine; Concrete Saws, Self-Propelled; Concrete Spreading Machines; Conveyors (six to eight)*; Generators (six to eight)*; Gravel or Stone Spreader, Power Operated; Hoist, Automatic; Hoist with One Drum and One Load Line; Light Plants (six to eight)*; Mechanical Heaters (six to eight)*; Mud Jacks; Off Road Water Wagons; Oiler on Two Paving Mixers When Used in Tandem; Post Hole Digger, Mechanical; Robotic Controlled Equipment in This Classification; Road or Street Sweeper, Self-Propelled; Rollers (except bituminous concrete); Scissor Hoist; Sea-man Tiller; Straw Machine; Vibratory Compactor; Water Pumps (six to eight)*; Well Drill Machines.

CLASS 3. Air Compressors (one to five)*; Air Compressors, Track or Self-Propelled; Bulk Cement Batching Plants; Conveyors (one to five)*; Concrete Mixers (Except Plant, Paver, or Tower); Firemen; Generators (one to five)*; Greasers; Helper on Single Paving Mixer; Light Plants (one to five)*; Mechanic Helpers; Mechanical Heaters (one to five)*; Oilers; Power Form Graders; Power Sub-Graders; Pug Mills when used for other than Asphalt operation; Robotic Controlled Equipment in This Classification; Tractors without power attachments, regardless of size or type; Truck Crane Oiler and Driver (1 man); Vibratory Hammer (power source); Water Pumps (one to five)*; Welding Machines (one 300 Amp. or over)*; Welding Machines (one to five)*.

CLASS 4. Lattice Boom Crawler Crane; Lattice Boom Truck Crane; Telescopic Truck-Mounted Crane; Tower Crane.

*Combinations of one to eight of any Air Compressors, Conveyors, Welding Machines, Water Pumps, Light Plants or Generators shall be in batteries or within 400 feet and shall be paid as per the Classification Schedule contained in this Article.

Other Classifications of Work:

ነ-ተምም //----- -----------------/ በመንግስ / የ ለ እገር ለ እሸር እ እና ከተም

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

3/6/2007

CONTRACT

1.	THIS CONT	RACT, mad	de and concluded this	day of	, 2007,
					F 14

between the Village of Chatham acting by and through its Mayor (herein referred to as

OWNER), and ______ (herein referred to as CONTRACTOR).

2. WITNESSETH: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the OWNER, and according to the terms expressed in the Bond referring to these presents, the CONTRACTOR agrees with OWNER his/their/its own proper cost and expense to do all the WORK and to furnish all materials and all labor necessary to complete the WORK in accordance with the Plans and Specifications hereinafter described and in full compliance with all the plans of this CONTRACT and the requirements of the ENGINEER under it.

3. And it is also understood and agreed that the Advertisement of Bids, Notice of Award, Notice to Proceed, Special Provisions, Proposal and Performance and Payment Bond hereto attached, and the Plans and Specifications for <u>VILLAGE OF CHATHAM – NORTH FOXX</u> <u>CREEK TRUNK SEWER</u> and all other documents attached hereto are all essential documents of this CONTRACT and are incorporated herein by reference.

4. CONTRACTOR shall maintain, at all times, at his/her/its sole expense, the types and amounts of insurance as set forth in the Special Provisions.

5. Prior to commencement of any work hereunder, CONTRACTOR shall furnish OWNER with Certificates of Insurance showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall show (client's name), its elected and appointed officers, agents, employees, (Mayor and Village Board) and Greene and Bradford, Inc." as additional named insureds. Such certificates shall also contain the following statement: "The insurance covered by this certificate shall not be canceled or altered, except after at least ten (10) days written notice has been received by OWNER." All such insurance shall be "occurrence type" policies and shall not be "claims made" policies. Such Certificate shall indicate an effective date for at least the period of time covered by this Contract.

6. CONTRACTOR shall either 1) require each of its subcontractors to procure and maintain for the same period of time, Subcontractor's Public Liability, Vehicle Liability, Property Damage, and Worker's Compensation insurance of the type and in the same amounts and subject to the same requirements as set forth in the preceding paragraph, or 2) insure the activities of its subcontractors in its own policies.

7. CONTRACTOR shall protect, indemnify, hold and save harmless and defend the (client's name), its officers, agents, employees, and (Mayor and Village Board) from and against any and all loss, damages, liability, claims, costs, expenses (including but not limited to OWNER'S attorneys fees) causes of action and suits of any kind, nature or extent whatsoever on account of personal injuries or death or damages to property, of any kind, nature, or extent whatsoever, occurring, arising, incident to, or resulting from, directly or indirectly, from the performance by CONTRACTOR, its employees, agents or subcontractors of the work hereunder, provided, however, CONTRACTOR shall have no liability for matters caused by the sole negligence of the OWNER.

8. Prior to any payment hereunder, CONTRACTOR shall furnish to OWNER all mechanic's lien waivers for all work, materials, apparatus, fixtures, machinery or labor furnished under this contract.

9. Prior to commencement of any work hereunder, CONTRACTOR shall furnish a signed Performance and Payment Bond in accordance with 30 ILCS 550/1 and 550/2 (1994 State Bar Edition).

10. CONTRACTOR guarantees all work performed and materials provided under this Contract for a period of two years from the date of acceptance by the OWNER and in the event any faulty materials or workmanship are found within this period, CONTRACTOR, at CONTRACTOR's sole expense, shall replace such materials and place in a satisfactory condition all such work when notified by the OWNER, all without expense to the OWNER.

11. CONTRACTOR hereby represents, warrants, and agrees that CONTRACTOR is an independent Contractor hereunder and neither it nor its employees or agents or subcontractors engaged in performing this Contract shall at any time during the performance hereof become employees or agent or subcontractors of the OWNER.

12. CONTRACTOR agrees that all his employees assigned to this particular work shall be paid fringe benefits and at the wage scale for each particular class of employment as is required by OWNER's Prevailing Wage Ordinance; and CONTRACTOR agrees to and shall fully comply with the provisions of the Illinois Prevailing Wage Act, 820 ILCS 130/1 (1994 State Bar Edition). CONTRACTOR shall furnish to the OWNER proof of such compliance upon request of the OWNER, from time to time. CONTRACTOR shall not be entitle to any payment of funds under this Contract until such proof of compliance has been furnished OWNER.

13. CONTRACTOR agrees to and shall fully comply with the Illinois Fair Employment Practices Act and the Fair Employment Practices Commission's Rules and Regulations for Public Contracts; and wit the Equal Employment Opportunity Clause attached hereto, which is incorporated herein by reference. In the event of the CONTRACTOR's noncompliance with such provisions, the CONTRACTOR may be declared nonresponsible and therefore ineligible for future contracts or sub-contracts with the OWNER, the State of Illinois, or any of its political subdivisions or municipal corporations, and this Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

14. CONTRACTOR shall also comply with the Discrimination in Public Contracts Act, 775 ILCS 10/1 et. seq. (1994 State Bar Edition) and the Illinois Human Rights Act, 775 ILCS 5/1-101 et. seq. (1994 State Bar Edition) and the Preference to Citizens on Public Work Projects, 30 ILCS 560/1 et. seq. and the Veteran's Preference Act, 330 ILCS 55/1 et. seq. (1994 State Bar Edition); and any other applicable Federal or Illinois laws, statutes, rules or regulations or such from any other governmental entity.

15. Upon completion of the work to the satisfaction of the OWNER and if so completed in compliance with the terms and provisions of this CONTRACT, OWNER shall pay CONTRACTOR the amount(s) due as reflected in CONTRACTORS bid proposal to the extent accepted by OWNER and as may be later modified by the mutual agreement of OWNER and CONTRACTOR; such payment(s) to be made at the times and in accordance with the terms and provisions not inconsistent herewith as is set forth in the Standard Specifications for Road and Bridge Construction prepared by the Department of Transportation of the State of Illinois and adopted by said Department on January 1, 2007.

CONTRACT

16. IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

VILLAGE OF CHATHAM OWNER

Attest:	By:				
Attest:Village Clerk	Village President				
CONTRACTOR	(If a Corporation)				
	Corporate Name				
	By: Its President				
Attest					
Its Secretary					
(Affix Corporate Seal Here)					
	(If a Co-Partnership)				
	(SEAL				
	(SEAL				
	(SEAL				
	All Partners Must Sign				

7

STATE OF ILLINOIS)
) SS
COUNTY OF	_)

I, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that personally known to me to be the President of the ______ corporation, and

President of the ________ corporation, and ______, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____day of _____ 2007.

Notary Public

STATE OF ILLINOIS)) SS COUNTY OF_____)

I, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that _______, individually, personally known to me to be the same person whose name is subscribed to the aforegoing instrument, appeared before me this day in person and acknowledged that ___he signed and delivered the said instrument as (his/her/their) free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____2007.

Notary Public

NOTICE OF AWARD

TO: _____

ć

Project Description:	VILLAGE OF CHATHAM -	NORTH FOYY	CREEK TRUNK	SEWER
Project Description.			UREEN IRUNP	

The OWNER has considered the Proposal (Bid) submitted by you for the above described WORK in response to its Notice to Bidders dated _____, 2007.

You are hereby notified that your Proposal (Bid) has been accepted for items in the amount of **\$**______ or at the Proposal Unit Prices.

You are required by the Notice to Bidders to execute the CONTRACT and furnish the required CONTRACTOR'S Performance and Payment Bond and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said CONTRACT and to furnish said Bond and Certificates of Insurance within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your Proposal (Bid) as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the OWNER. Dated this ______ day of _____ 2007.

VILLAGE OF CHATHAM OWNER

By: _____

Title:_____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by:

this the	_day of	, 2007.
Ву	······	
Title		

NOTICE TO PROCEED

то: _____

DATE: _____

PROJECT: VILLAGE OF CHATHAM

NORTH FOXX CREEK TRUNK SEWER

Your are hereby notified to commence WORK by______, in accordance with the CONTRACT dated ______, and you are to complete the WORK within 60 working / calendar days thereafter unless delivery of mechanical equipment does not permit.

VILLAGE OF CHATHAM OWNER

By: _____

Title:_____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by:

this the ______, 2007.

By_____

ć

Title _____