

**AN ORDINANCE ACCEPTING A PROPOSAL FOR INSTALLING
WATER MAIN FOR PHASE 2 & NEW BERLIN OF THE TRANSMISSION MAIN PROJECT**

WHEREAS, the Village obtained proposals for installation of eighteen and ten inch water mains for what is referred to as Phase 2 and New Berlin respectively in the Water Main Transmission project to install water main from the Water Plant to New Berlin. Phase 2 begins near Ball Elementary and extends east to Pawnee Road and the New Berlin phase begins at Wesley Chapel Road and extends west on Mansion Road; and

WHEREAS, the Public Works Committee met to review the proposals and is recommending the proposal from Petersburg Plumbing for Phase 2 and McIntire & Company for New Berlin Phase, at estimated prices of \$150,000 and \$250,000 respectively, 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 bids from Petersburg Plumbing for an estimated cost not to exceed \$150,000 and from McIntire & Company for an estimated cost not to exceed \$250,000, both billed at an hourly cost for labor and material 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
Thomas S. Gray, President
Village of Chatham



ATTEST:
Pat Schad
Pat Schad, Village Clerk

AYES: 5 HERR BOYLE REYNOLDS
KAUANAUGH SCHATTENMAN
NAYS: 1 MAUL
ABSENT: 0

PASSED: 9-28-10
APPROVED: 9-28-10

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 2, Install Mains

SUBCONTRACT SUM:

\$Estimated To Be \$150,000.00
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 28th day of September, 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 2,
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 June 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 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: 
Signature

By: 
Signature

Del McCard Village Manager
Print name/Title

Brian Voot Project Manager
Print name/Title

Exhibit A

Scope of Work Phase 2

Petersburg Plumbing and Heating shall furnish labor, equipment, and etc. to install the 18" water mains and valves and hydrants in Phase 2, 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.
- Village to furnish pipe materials, spot 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

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

Since 1936

April 1 - December 31, 2010 Labor and Equipment Rates

Plumber Forman - \$70.22/hr
Plumber Journeyman - \$63.66/hr
Laborer - \$50.48/hr
Operator - \$57.91/hr
Tandem and Driver - \$78.00/hr
PPH Tandem and Driver -
Flatbed Truck - \$19.32/hr
Single Axle Dump/no driver - \$24.98/hr
4'x24' trench box - \$3.18/hr
6'x24' trench box - \$3.56/hr
8'x16' trench box - \$8.55/hr
8'x20' trench box - \$9.93/hr
10'x20' trench box - \$11.65/hr
Remote walk behind trench compactor - \$38.08/hr
Plate compactor - \$9.82/hr
350D Excavator - \$113.64/hr
200CLC/D Excavator - \$61.89/hr
120CLC Excavator - \$40.34/hr
TB 175 Mini Excavator - \$34.53/hr
310SG/SJ backhoe - \$31.83/hr
544H/J Loader - \$37.52/hr
Gehl 5640 Skid steer - \$44.25/hr
450J Dozer - \$35.00/hr
Vermeer 800 trencher - \$85.00/hr
Vermeer 24x40 Directional Drill - \$81.28/hr
Service Truck/hand tools - \$9.40/hr
Case 660 trencher - \$21.84/hr
Air compressor/185 CFM - \$10.43/hr
Hydro Seeder - \$26.50/hr
JD 3720 Garden Tractor - \$22.50/hr
Moving of all equipment on tractor trailer to be done on time plus basis with invoices turned in monthly.

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

SUBCONTRACT AGREEMENT
(Village of Chatham as Lead)

DEFINITIONS:

GENERAL CONTRACTOR:

Village of Chatham
116 East Mulberry
Chatham, IL 62629

SUBCONTRACTOR:

McIntire and Company
P.O. Box 45
Old Route 36 North
Winchester, Illinois 62694

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
New Berlin Phase, Install Mains

SUBCONTRACT SUM:

\$Estimated To Be \$250,000.00
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 28th day of September, 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.

Village
Copy For
Resolution

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, New Berlin Phases,
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 June 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.

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 - 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.
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 - 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.

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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

McIntire and Company
Name of Subcontractor

By: *Del McCord*
Signature

By: *Carol McIntire*
Signature

Del McCord, Village Manager
Print name/Title

Carol McIntire, president
Print name/Title

Exhibit A

Scope of Work New Berlin Phase

McIntire and Company shall furnish labor, equipment, and etc. to install the 10" water mains and valves and hydrants in New Berlin Phase, subject to the following:

- McIntire & Co. 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.
- McIntire & Co. will install the PVC mains inside the jack steel casing installed by J.L.B., spacers furnished by Village.
- McIntire & Co. will attach mains to pipe installed by EBI.
- Village to furnish pipe materials, spot pipes, furnish traffic control signs, have trees removed ahead of time, temporary livestock fences installed ahead of time, furnish backfill material, furnish CA-6.
- McIntire & Co shall schedule work and work with Construction Manager to coordinate Village services.
- McIntire & Co may need to sign permits for State of Illinois.

Exhibit B 10F3

MAR-4-2010 04:42P FROM:MC INTIRE & CO

217 742 9374

TO:12177936227

P.2/2



McIntire & Co.

Old Route 36 North
P.O. Box 45
Winchester, IL 62694

Office: 217/742-9344
Fax: 217/742-9374

March 4, 2010

Mr. Jay Jesson, P.E.
Greene & Bradford, Inc.
3501 Constitution Drive
Springfield, IL 62711-7007

Dear Jay

In reviewing our hourly crew rates, we are locked in on our hourly labor rates as shown below. In most cases we should be able to get by with the Cat 320CL Excavator digging and either the Cat 416C Loader-Backhoe or the Cat 277B Skid-steer backfilling and handling materials. As I mentioned earlier, only two pieces of equipment will be running at any given time so we should be able to offer a total hourly rate of \$375.00/hr or \$3000.00/eight hour shift. Hopefully, we will be doing other work on the project so the other pieces of equipment will be nearby and available if conditions warrant their use.

Labor: (Hourly rates including overhead and profit)

Operator Foreman: \$76.63/Hr
Operator: \$71.63/Hr
Laborer: (2 ea @ \$58.94) \$117.89/Hr
Total hourly labor cost: \$266.15/Hr

Available equipment: (Hourly rates including overhead and profit)

Komatsu PC 300 Excavator: \$134.55
Cat 320CL Excavator: \$ 72.22
Cat 938G Wheel Loader: \$ 47.89
Cat 416C Loader/Backhoe \$ 36.22
Cat 277B Track skid-steer \$ 40.74
Komatsu D39 PX Wide-track Dozer \$ 47.82
Service truck w/trailer \$ 9.80

Perhaps these numbers makes things more feasible.

Sincerely,


Rex McIntire

cell 473-5052

Exhibit B 20F3

April 26, 2010

Hourly Rates for Equipment for Mr. Terry Burke

Equipment Item:

Rental Hourly Rates:

CAT 320 CL Excavator	\$72.22/hr.
CAT 416 C Backhoe Loader	36.22/hr.
CAT 426 B Backhoe Loader	36.61/hr.
CAT 277B All Terrain Skid Steer	40.74/hr.
CAT 320L Excavator	61.60/hr.
CAT 938G Loader	47.89/hr.
CAT 140G MotorGrader	54.56/hr.
Komatsu D39PX Track Dozer	47.82/hr.
Komatsu PC 300 Excavator	134.55/hr.
John Deere 770A Motor Grader	54.56/hr.
Dynapac CC10 Double Drum Vibratory Roller	20.00/hr.
Kubota M5400 4x4 Utility Tractor	30.00/hr.
International Tandem Dump Trucks w/driver	70.00/hr.
4 x 4 pickup Service Trucks	9.80/hr.
Trench Boxes w/Spreaders	20.00/day
2" Honda Trash Pumps	25.00/day
4" Whacker Trash Pump	65.00/day
Honda 6500 Watt Generator	35.00/day
Target 65 h.p. Walk Behind Saw	100.00/day

Exhibit B 3 of 3

July 19, 2010

Mr. Terry Burke
South Sangamon Water Commission
Chatham, IL

Re: Hourly Quotes for South Sangamon Water Commission, Chatham, Illinois

Dear Terry:

I have reviewed our hourly crew rates that we submitted to Mr. Jay Jesson on March 4th, 2010. At that time we submitted an hourly rate of \$375.00/hour for one operator/foreman, one operator, and two laborers, with the equipment of one Cat 320Cl excavator, and either one Cat 416C loader backhoe or one Cat 277B skid steer.

Since that time we have had a substantial pay raise for our union employees. However, in the spirit of cooperation and with our desire to be a part of the workforce in the installation of your water main, we are willing to absorb the increase in labor costs. We remain at the hourly rate of **\$375.00/hour**.

I should also have a rate to trench the 10" main from New Berlin for you soon. I have been in contact with our Vermeer sales representative to work out pricing.

We would still also be interested in doing any of the other work items for which you already have our bids.

Our work load has increased lately, but we would still be able to provide the manpower and equipment on short notice, if you wish. If you have any comments or questions, please do not hesitate to contact me. I hope we can be of service to you.

Sincerely,

Rex McIntire