

ORDINANCE NO. 11-01

AN ORDINANCE ACCEPTING A PROPOSAL FOR  
INSTALLING NEW BERLIN BOOSTER PUMP STATION

WHEREAS, the Village obtained proposals for installation of the Booster Pump Station on Mansion Road west of Wesley Chapel Road for what is referred to as the New Berlin Water Main Transmission in the Water Main Transmission project to install water main from the Water Plant to New Berlin; and

WHEREAS, the Public Works Committee met to review the proposals and is recommending the proposal from County Contractors Inc., at estimated prices of \$121,394.81, billed at a negotiated hourly cost for labor and equipment.

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

SECTION 1: That the bid from County Contractors Inc. for an estimated cost not to exceed \$121,394.81 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

*HERR MAUL BOYLE*  
AYES: 6 REYNOLDS KAVANAGH SCHATTEMAN  
NAYS: 0  
ABSENT: 0

PASSED: 1-11-11  
APPROVED: 1-11-11



**SUBCONTRACT AGREEMENT**  
**(Village of Chatham as Lead Agency)**

**DEFINITIONS:**

**GENERAL CONTRACTOR:**                    Village of Chatham  
Name of Company  
116 East Mulberry  
Company address  
Chatham, IL 62629  
City, state, zip code

**SUBCONTRACTOR:**                    County Contractors Inc.  
Name of Company  
P.O.Box 3522  
Company address  
Quincy, IL. 62305  
City, state, zip code

**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:**                                New Berlin Booster Pump Station  
Name of project

**SUBCONTRACT SUM:**                    \$121,394.81

**AGREEMENT:**

This AGREEMENT is by and between the General Contractor and the Subcontractor and is dated effective the 11 day of January, 2011.

**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.

**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.

SSWC, Village of New Berlin, Water Transmission Main & Booster Pump Station, Sheets PL-51, PL-52, PL-53, PL-54, DTL-01, DTL-02, DTL-03, DTL-04, by Greene & Bradford, Inc., 11-23-09

Enter plan name, sheets, and engineering firm, if applicable

**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 May 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 \$2,000,000
  - 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

County Contractors Inc.  
Name of Subcontractor

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name/Title

\_\_\_\_\_  
Print name/Title



Exhibit A

Proposal or Scope of Work



P.O. Box 3522 Quincy, IL 62305 Phone 217-885-3550 Fax 217-885-3575

BID PROPOSAL

To: South Sangamon Water Commission  
Mr. Terry Burke  
Phone: 217-361-5550

December 7, 2010

Re: South Sangamon Water Commission  
Village of New Berlin, Water Transmission Main  
Booster Pump Station

County Contractors Inc. is pleased to quote the following prices for work to be performed on the above mentioned project. County Contractors Inc. will furnish the necessary labor, materials and equipment to complete the following work.

Description
Mobilization
Traffic Control for road closure, Standard BLR-21
Furnish & install permanent sheet pile, PZ-22, (26) pieces
Furnish, install and remove temporary sheet pile for excavation protection
Excavate & backfill pit for booster station
Construct 20 ft X 11 ft X 2 ft concrete slab, reinforced with a double mat of #4 rebar, black, Grade 60,
Set & Anchor Booster Station,
Grout base of booster station
Furnish & install aggregate backfill (CA-6) for booster station
Furnish & Erect Walk Platform, Primed, Field painting by others

TOTAL BID **\$121,394.81**

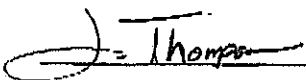
- Alt 1 Substitute new PZ-22 with new PZC-13, deduct \$1850.00
- Alt 2 Substitute new PZ-22 with used PZ-27, deduct \$3850.00
- Alt 3 Substitute grouting base with jetting sand, deduct \$1800.00

Terms: Once the booster pump is set, CCI will grout, install H-pile and backfill to a given elevation, from that point all plumbing necessary for the booster station will be completed by others, once plumbing is completed the pit will be backfilled and remaining work for the walk bridge will be completed and temporary sheet pile pulled by CCI. All equipment to remain onsite with road closure in place.

Note: The availability of the PZ-22 is not certain with our supplier.  
\$9860.00 is included in the above price for the fabrication of the walk bridge.

\* This proposal may be withdrawn if not accepted within 30 days. Call for quote after this time period.

Sincerely,

  
\_\_\_\_\_

Accepted: X

Date: \_\_\_\_\_