

**AN ORDINANCE APPROVING AN AGREEMENT
WITH THE VILLAGE OF CHATHAM, ILLINOIS**

*BE IT ORDAINED BY THE SOUTH SANGAMON WATER COMMISSION, AS
FOLLOWS:*

SECTION 1: That certain Agreement between the Village of Chatham,
Illinois and the South Sangamon Water Commission, a copy of which is attached hereto,
is hereby approved.

SECTION 2: The Chairman of the Commission is authorized and directed
to approve said agreement on behalf of the Commission, and the proper officers of the
Commission are authorized and directed to carry out the agreement by its terms.

SECTION 3: This Ordinance is effective immediately.

PASSED this 15th day of June, 2010.

CHAIRMAN

ATTEST:

Saura VanProyen
Village Clerk
Deputy

AYES: Hall, McCord, Puffer

NAYS: none

PASSED: 6/15/10

APPROVED: 6/15/10

ABSENT: none

AGREEMENT

This AGREEMENT is by and between the Village of Chatham ("General Contractor") and the South Sangamon Water Commission ("Owner") and is dated effective the ____ day of _____, 2010.

WHEREAS, pursuant to an intergovernmental agreement, General Contractor has agreed to serve as lead agency for the construction of portions of the Owner's Water Treatment Plant, Raw Water Main and Transmission Main project;

WHEREAS, Owner's and General Contractor's insurance carriers have requested the inclusion of certain insurance requirements in all subcontracts;

1. Scope of work/Payment: The General Contractor shall 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. The General Contractor shall be paid the sum of \$10.00, in addition to which, the subcontractors obtained by the General Contractor shall be paid directly by Owner in amounts specified in their respective subcontracts. The General Contractor will promptly notify the Contractor of any required revisions to the scope of work.

2. Project start and completion: The General Contractor shall phase the work and start and shall begin and complete the several phases as agreed with the Owner from time to time. The General Contractor shall engage such subcontractors and materialmen as the General Contractor deems appropriate and after consultation with Owner.

3. Insurance Requirements: The General Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability, require that all subcontractors maintain similar 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 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 General Contractor. 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) General Contractor 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) General Contractor 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 General Contractor'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: General Contractor waives all rights against Owner, 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 General Contractor's Commercial General Liability Policy.

The General Contractor's insurer/insurers shall maintain a rating of A minus or better as set by AM. Best and Company.

4. Progress payments: Owner shall make progress payments directly to subcontractors from time to time based upon the applications for payment and accompanying lien waivers submitted to and approved by by the General Contractor for work in place at the time of the application, less retainage as agreed by General Contractor and the subcontractors. Final payment shall be made to the General Contractor when the General Contractor's work is fully performed in accordance with the terms of the subcontract agreements 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.

5. Prevailing Wage General Contractor shall ensure that subcontractors comply with the Illinois Prevailing Wage Law. General Contractor is also aware of the requirements of Owner's Responsible Bidder Policy and shall observe those requirements with respect to subcontractors.

6. Liability and indemnification: The General Contractor shall provide that, to the extent possible, all subcontractors indemnify and hold harmless Owner and General Contractor, 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 or Owner which in any way arises out of or related to defective subcontract work, subcontract work that does not adhere to any agreement, any inaccuracy or violation of any certification provided to the General Contractor, the subcontractor's failure to comply with any subcontract, any death, personal injury, damage or loss to property wholly or in part by any act or omission of the subcontractor or the general contractor, their agents, employees, arising out of or related to the subcontract work.

This agreement entered into as of the date first listed above.

Village of Chatham, IL

By: _____
Its mayor

South Sangamon Water Commission

By: _____
Its chairman

Exhibit A

Scope of Work

(Insert bare-bones description of what Chatham is doing for the Water Commission)

ORDINANCE CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the South Sangamon Water Commission.

I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 10- 17, adopted by the Commission on the 15th day of June, 2010, said Ordinance being entitled:

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WITH THE VILLAGE OF CHATHAM, ILLINOIS**

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 Commission, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Commission this 15th day of June, 2010.

Laura Van Proyen
Deputy Clerk