

SANGAMON COUNTY, ILLINOIS

ORDINANCE
NUMBER 22- 33

**AN ORDINANCE ACCEPTING A BID FOR TREE LIMB AND BRANCH
COLLECTION SERVICES IN THE VILLAGE OF CHATHAM**

DAVE KIMSEY, Village President
DAN HOLDEN, Village Clerk

KRISTEN CHIARO
MEREDITH FERGUSON
JOHN FLETCHER
BRETT GERGER
TIM NICE
CARL TRY
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Chatham
on July 26, 2022

Sorling Northrup – 1 N. Old State Capitol Plaza, Suite 200, Springfield, IL 62701

ORDINANCE NO. 22-

**AN ORDINANCE ACCEPTING A BID FOR TREE LIMB AND BRANCH
COLLECTION SERVICES IN THE VILLAGE OF CHATHAM**

WHEREAS, the Village of Chatham (“Village”) is an Illinois Municipal Corporation existing and operating under the Illinois Municipal Code and the laws of the State of Illinois; and

WHEREAS, the Village requested bids for limb and branch collection services within the Village of Chatham; and

WHEREAS, the Village solicited bids in accordance with Illinois law for proposals from companies willing and able to provide the services requested, and the Village opened all bids on July 8, 2022; and,

WHEREAS, the bid documents made clear that the Village reserved the right to accept or reject any and/or all parts of the bid; and,

WHEREAS, the Village received three responsive bids; and,

WHEREAS, the Village wishes to award the bid to Brown Storm Service, for a one-year contract at a cost of \$163,912.00 as further described in the bid packet attached hereto as **Exhibit A**; and,

WHEREAS, the Board of Trustees of the Village believe it is in the best interest of the Village to accept the bid from Brown Storm Service as attached hereto.

NOW THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Chatham, Sangamon County, Illinois, as follows:

Section 1. Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Resolution as if fully set forth in this Section 1.

Section 2. Acceptance of Bid. The Village hereby approves bid from Brown Storm Service, for a one-year contract at a cost of \$163,912.00 as further described in the bid packet

attached hereto as **Exhibit A**. Any and all bids and parts thereof not explicitly approved by this Ordinance are hereby rejected. The Village authorizes the Village Manager and/or Village President, or designee of either, to execute any documents necessary to complete the purchases contemplated therein.

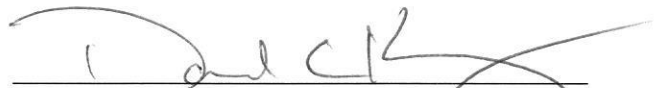
Section 3. Severability. In the event a court of competent jurisdiction finds this ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this ordinance and the application thereof to the greatest extent permitted by law.

Section 4. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or causes of action which shall have accrued to the Village of Chatham prior to the effective date of this ordinance.

Section 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

| | AYE | NAY | ABSTAIN | ABSENT |
|-------------------|-----|-----|---------|--------|
| KRISTEN CHIARO | ✓ | | | |
| MEREDITH FERGUSON | ✓ | | | |
| JOHN FLETCHER | ✓ | | | |
| BRETT GERGER | | | | ✓ |
| TIM NICE | ✓ | | | |
| CARL TRY | ✓ | | | |
| | | | | |
| DAVE KIMSEY | | | | |
| | | | | |
| TOTAL | 5 | 0 | 0 | 1 |

APPROVED by the President of the Village of Chatham, Illinois this 26 day of July, 2022.



Dave Kimsey, Village President

Attest:



Dan Holden, Village Clerk

EXHIBIT A

LIMB AND BRANCH COLLECTION SERVICES BID PROPOSAL

NOTICE TO BIDDERS

REQUEST FOR PROPOSAL FOR LIMB AND BRANCH COLLECTION SERVICES

The Village of Chatham, Illinois will receive sealed Request for Proposals (RFP) for LIMB AND BRANCH COLLECTION SERVICES. RFP's will be accepted at the office of the Village Manager until 1 PM on July 8, 2022 at the Village Hall, 117 E. Mulberry, Chatham, IL 62629, at which time RFP's will be opened and read aloud.

The specification documents are on file at the Village Utility Office located at 116 E. Mulberry, Chatham, IL. Interested parties may obtain copies of the specification documents during the Utility Office normal business hours. Or at <https://www.chathamil.gov/site-page/bids-rfps-rfqs>

Questions concerning the specifications, preferably before the Pre-Bid Conference, shall be directed in writing to the Village Manager at 117 E. Mulberry, Chatham, Illinois. The Village will hold a Pre-Bid Conference on July 1, 2022 at 1 PM in Village Hall to answer any questions that prospective bidders may have about the specifications. Attendance is not required, but strongly encouraged.

The Village recommends using 6,000 locations as the approximation of the number of locations that may require branches picked up. The Village will provide a copy of the Village Map for contractor use.

No bidder may withdraw his bid for a period of sixty (60) days after the actual opening date of the bid.

The Village of Chatham reserves the right to reject any or all bids, to waive any technicality and to accept the bid that appears to be in the best interest of the Village of Chatham.

Bidders are instructed to read and fill out the bid forms completely and RFP Proposals shall be sealed and plainly marked on the outside of the envelope:

"RFP FOR LIMB AND BRANCH COLLECTION SERVICES."

Patrick McCarthy, Manager Village of Chatham

Village of Chatham
117 East Mulberry Street
Chatham, IL
62629
217-483-2451 Phone
217-483-3422 Fax
www.chathamil.net

PROPOSAL SUBMITTED BY:

VENDOR NAME

ADDRESS

REQUEST FOR PROPOSAL

LIMB & BRANCH COLLECTION SERVICES

INDEX

REQUEST FOR PROPOSAL FOR LIMB AND BRANCH COLLECTION SERVICES

Notice to Bidders

Scope of Services

Pick-Up all limbs and branches that are shorter than 6 feet in length and smaller in diameter than 8 inches. If the branch is longer than 6 feet in length or larger than 8 inches in diameter it will not be picked up. This includes all Residents, Apartment Buildings Trailer Parks, Commercial Businesses, Village Parks, Village Drop Off Area, and School Property. Bidder will go thru the town once per month (12 months of the year) and provide a collection map of area scheduled for pickup. The low bidder will be responsible for collection and disposal of all collected material.

Insurance Requirements

Performance Bond

Indemnity

Certificate of Compliance with Public Act 85-1295

Bid Schedule

NOTICE TO BIDDERS

REQUEST FOR PROPOSAL FOR LIMB AND BRANCH COLLECTION SERVICES

The Village of Chatham, Illinois will receive sealed Request for Proposals (RFP) for LIMB AND BRANCH COLLECTION SERVICES. RFP's will be accepted at the office of the Village Manager until 1 PM on July 8, 2022 at the Village Hall, 117 E. Mulberry, Chatham, IL 62629, at which time RFP's will be opened and read aloud.

The specification documents are on file at the Village Utility Office located at 116 E. Mulberry, Chatham, IL. Interested parties may obtain copies of the specification documents during the Utility Office normal business hours. Or at <https://www.chathamil.gov/site-page/bids-rfps-rfqs>

Questions concerning the specifications, preferably before the Pre-Bid Conference, shall be directed in writing to the Village Manager at 117 E. Mulberry, Chatham, Illinois. The Village will hold a Pre-Bid Conference on July 1, 2022 at 1 PM in Village Hall to answer any questions that prospective bidders may have about the specifications. Attendance is not required, but strongly encouraged.

The Village recommends using 6,000 locations as the approximation of the number of locations that may require branches picked up. The Village will provide a copy of the Village Map for contractor use.

No bidder may withdraw his bid for a period of sixty (60) days after the actual opening date of the bid.

The Village of Chatham reserves the right to reject any or all bids, to waive any technicality and to accept the bid that appears to be in the best interest of the Village of Chatham.

Bidders are instructed to read and fill out the bid forms completely and RFP Proposals shall be sealed and plainly marked on the outside of the envelope:

"RFP FOR LIMB AND BRANCH COLLECTION SERVICES."

Patrick McCarthy, Manager Village of Chatham

SPECIFICATIONS **FOR LIMB AND BRANCH COLLECTION SERVICES**

SCOPE

These specifications are prepared to assure the citizens of Chatham will obtain a good, safe, method of removing and disposing of limbs and branches from their property. All provisions of the specifications shall be a part of a Contract agreement with Contractor. The Contractor shall be required to enter into a Contract with the Village in the form attached hereto.

TERM OF SERVICES

The Contractor shall provide the limb and branches collection services described herein for one (1) year and three (3) year proposals, unless said Contract is earlier terminated in accordance with the provisions of the Contract.

DEFINITIONS

Village Village of Chatham, Illinois.

Branch Pickup Location (BPL) This includes all Residents, Apartment Buildings Trailer Parks, Commercial Businesses, Village Parks, Village Drop Off Area, and School Property.

Contract Documents This complete document, the performance bond and any supplements or addendums to the foregoing documents by the Village.

Limb and Branches (LB) Generated shrubbery or brush or tree trimmings less than 6 feet in length and 8 inches diameter. Each location must place this material at the curb for pickup.

Licensed Disposal Site (LDS) A site that is licensed and operated in all respects in accordance with all local, state and federal laws to accept items for limb and branches treatment.

COLLECTION: BRANCH PICKUP LOCATION

Limb and Branches Collection (LB)

1. Collection of limb and branches will be for the (BPL) and shall be performed twelve times per year with one trip thru the Village per month.
2. The Contractor shall furnish all the labor and equipment for the collection of each and every (BPL) within the corporate limits.
3. Contractor shall make proper disposal of such materials at a (LDS). The contractor shall be responsible for all disposal, dumping, landfill or other fees required to be paid at the (LDS).

Branch Pickup Location (BPL)

1. Includes all Residents, Apartment Buildings Trailer Parks, Commercial Businesses, Village Parks, Village Drop Off Area, and School Property.

2. Pickups begin by 6:00 a.m. on the designated collection day. Curbside refers to that portion of the right-of-way adjacent to paved or traveled roadways.

MISCELLANEOUS COLLECTION PROVISIONS

Area to be Served - The area to receive the service is the area within the corporate boundaries of the Village of Chatham, Illinois.

Hours of Collection - Normal hours of collection are to be from 6:00 a.m. to 6:00 p.m., Monday through Friday. In the case of missed collections due to emergencies, inclement weather and or holidays collections may be performed on Saturdays, 6:00 am. to 6:00 p.m. Exceptions may be made only when the Contractor has reasonably determined that an exception is necessary to complete collection of an existing route due to unusual circumstances.

Routes and Schedule of Collections

Collection routes shall be established by the Contractor from a map supplied by the Village. The Village Limits may change over time as the Village continues to grow. The Contractor shall submit a map designating the collection routes and times for Village review within four (4) weeks of the award of contract. The Contractor shall publish at its expense, a map of such collection routes in the newspapers published in the immediate area. The contractor shall provide the Village an electronic format of the map suitable for inclusion on the Village Web Site. The published map shall be of such size to clearly show all pertinent information. In the event of changes in routes or schedules that will alter the day of pickup, the Contractor shall promptly notify each resident. Any changes in routes and/or schedules will also be subject to the Villages approval. Contractor is to take extreme care not to damage the edge of streets with their trucks. Contractor to plan truck routes to ensure only one truck will pick up on a street on the same day. No multiple truck trips will be allowed.

Collection equipment

The Contractor shall provide an adequate number of vehicles for regular collection services. They shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the name and number of the Contractor.

Street Blockage

The contractor will not be responsible for regularly scheduled pickups if the street is blocked.

Tagging

The Contractor will furnish and place tags on any material left at site. The tags will indicate the reason for non-pickup. If driver does not tag items left on site, they must be picked up. If a Tag is placed, the contractor will record the site with a photo of the tag and address. The Contractor will notify the Village Utility Office (217) 483-1245 at the end of each business day of tagged sites.

Contractors employees

The Contractor shall take reasonable precautions in the selection of their employees assigned to do the work under the Contract, to assure their honesty, courtesy, ability, physical fitness, and to assure that no solicitations are made to residents by his employees, and shall agree to remove from such work any employee who, in the judgment of the Village, is undesirable. The Contractor shall furnish adequate supervision over his employees and he shall furnish the Village a current list of all employees with proper names and addresses upon request. Contractor is to provide the name and contact phone information for at least 3 contractor employees, of supervisory capacity who can receive and immediately act upon requests from authorized Village staff. The contact numbers shall be answered 24 hours a day. These shall also be the contact people in the event of emergency.

Missed Collections

In the event that a regularly scheduled collection is missed and a complaint received by the Contractor, and where no fault can be found on the generators part, a special collection will be required of the Contractor within twenty-four (24) hours. Contractor shall provide a phone number, which will be answered between the hours of 7AM and 4PM weekdays and that a message maybe left after hours.

Holidays

Contractor to provide a list of holidays they observe. The suspension of collection service on any holiday in no way relieves the Contractor of its obligation to provide collection services. Extending the hours of service to meet this obligation is subject to the Villages approval.

Refusal to Collect

The Contractor may decline to collect branches larger than 6 feet in length and/or 8 inches in diameter. Whenever a Contractor shall fail to collect any branches larger than 6 feet in length and 8 inches in diameter the Contractor shall inform the resident by written notice, i.e., tag placed on uncollected item(s), explaining why the waste was not collected, if a Tag is placed, the contractor will record the site with a photo of the tag and address. The Contractor will notify the Village Utility Office (217) 483-1245 at the end of each business day of tagged sites.

Complaints

The Contractor shall receive and make good faith effort to resolve all complaints received by telephone or in writing from the Village of Chatham users within one (1) business day of receipt. The Contractor shall maintain a Complaint Log setting forth the name and telephone number of each complaint, date of complaint and the substance and the resolution of the matter. Such records shall be available for Village inspection at all times during business hours. The Contractor shall provide monthly electronic copies of all complaint log sheets to the Village.

DISPOSAL OF LIMB AND BRANCHES

Disposal Sites The Contractor shall transport all waste under this Contract to a site legally empowered to accept for treatment or disposal. The Contractor shall be responsible for all

costs associated with the collection and transportation to the disposal site. The Contractor shall be totally responsible for all employees, equipment, and all other matters relating to Contractors performance of this Contract while operating at any disposal site.

The Contractor shall be responsible for all disposal, dumping, landfill, or other fees required to be paid at the disposal site for the disposal of limb and branches delivered by the Contractor to the disposal site.

The Contractor will not use any Village Public Property as a staging area or as an area to park or store their equipment.

FINES

The Village shall notify the Contractor of each violation of the contract reported to the Village. It shall be the duty of the Contractor to take whatever steps may be necessary to remedy the cause of the complaint. Failure to remedy the cause of the complaint shall be considered a breach of contract, and, in addition to any other remedy that the Village may have at law or equity, it is agreed that the Village shall bill the Contractor, the following amounts. Said invoice shall be paid within fifteen (15) days of receipt by the Contractor.

Failure to clean up Contractor generated spilled refuse, one hundred (\$100.00) dollars for each instance.

Failure to clean the vehicles or the conveyances as provided for herein, one hundred (\$100.00) dollars for each instance.

Failure or neglect to collect refuse within twenty four (24) hours from any residence or establishment after proper notice by the Village and after the regularly scheduled pickup for that residence or establishment, one hundred (\$100.00) dollars for each failure or neglect.

For failure or neglect to collect refuse on scheduled day, on any given route, except for legal holidays, five hundred (\$500.00) dollars per route for each failure or neglect. The levy of fines does not preclude the Village from pursuing other remedies it may have at law or equity.

Fines shall be determined by the Village. The Villages decision in the matter shall be final and binding upon both parties, unless appealed from in writing to the Village Board within five (5) days after notice.

TITLE TO WASTE

Title to all waste shall be vested in the Contractor upon being placed in his vehicle and Contractor is responsible for that waste wholly.

GENERAL PROVISIONS

Collection Equipment Contractor shall list the trucks and other equipment that he proposes to use, together with their capacities. Contractor shall advise Village of any change in the trucks and equipment at the beginning of each month. An adequate number of vehicles shall be provided by the Contractor to collect refuse in accordance with the terms of this Contract. The vehicles shall be licensed in the State of Illinois and shall operate in compliance with all applicable state, federal, and municipal regulations. All vehicles shall be manufactured and maintained to conform to the American National Standards Institutes (ANSI) Standard Z245.1.

The Contractor will not use any Village Public Property as a staging area or as an area to park or store their equipment.

All vehicles and other equipment shall be kept in proper repair and sanitary condition. Each vehicle shall bear, as a minimum, the name and phone number of the Contractor plainly visible on both cab doors. Each vehicle shall be uniquely numbered in lettering at least ten (10) inch high. Each truck shall have at least one broom and shovel to dead tip solid waste that may be spilled or otherwise scattered during the process of collection. All vehicles shall be sufficiently secure to prevent any littering of solid waste and/or leakage of fluid. Leakage on to Village Roads will be power washed within 24 hours of such spills, Contractor is also responsible to power wash any oils or fluids leaking from the Vehicles. No vehicles shall be overloaded.

Equipment shall be such that the entry for refuse into the vehicles collection body will be exposed only for the time actually required to deposit the materials as collected along the route. At all other times, the equipment shall be completely closed.

All equipment shall be maintained in a safe, efficient, operating condition at all times. Trucks shall not be overloaded. The maximum loaded vehicle weight shall not exceed 54,000 pounds.

Refuse accidentally scattered shall be immediately picked up. Reserve equipment service shall be available at all times to insure uninterrupted service in the event of breakdowns.

The Contractor agrees that should an emergency arise, due to a severe windstorm, tornado, etc., which would require additional collection the Village shall pay an additional 1/12 of the one year operating cost for the extra collection.

The Contractor shall take reasonable precautions in the selection of employees assigned to do work under the Contract, to assure the honesty, courtesy, ability, physical fitness, and shall agree to remove from work any employee who, in the judgment of the Village, is undesirable. The Contractor shall furnish adequate supervision over the employees.

The Contractors employees shall follow the regular walks for pedestrians while on private property, shall not trespass or litter on private property, shall not cross property to adjoining property and shall not meddle or tamper with property which does not or should not concern them.

Each employee assigned to drive a vehicle shall, at all time, carry a valid drivers license for the type of vehicle he is driving.

Notification of Residents The Contractor shall inform all Village customers as to complaint procedures, rates, regulations and day (s) for scheduled refuse collection.

Office/Contact Number for Residents In addition to other phone requirements listed elsewhere, the Contractor shall establish and maintain a local telephone number or cause to have a number which shall forward all calls or complaints to a home office where inquiries, notifications and complaints can be made. Such telephone number shall be equipped with adequate telephone communications, with a working answering machine or voicemail capability to accept calls made after regular business hours. All reasonable complaints shall be addressed and resolved by Contractor within a twenty-four (24) hour period from receipt of the complaint, whether made by message or direct phone call.

BASIS AND METHOD OF PAYMENT

For all collection and disposal services required under this Contract, the contractor shall bill the Village for the rate as set forth in the Contractors proposal and as provided within this Contract.

Contract Operational Plan After the bid opening date, the Contractor selected shall submit a detailed plan of operation. It shall describe the routes to be established and contain details about servicing schedules, equipment to be used, and alternate procedures to be followed in case of severe weather or equipment failures. It shall comply with the attached ordinances and specifications.

Non-Collusion By signing the Offer to Contract, the bidder, by its officers and authorized agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way, directly or indirectly entered into any arrangement or agreement with any other bidder or with any other public officer of such Village of Chatham, Illinois, whereby such affidavit or affiants or either of them has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such other bidder or public officer anything of value whatever, or such affidavit or affiants or either of them has not directly or indirectly, entered into any agreement with any other bidder or bidders which tends to or does lessen or destroy free competition in the lettering of the contract sought for by the attached bids, that no inducement of any form or character other than which appears on the face of the bid will be suggested, offered, paid, or delivered to any person whomsoever to influence the acceptance of the bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid. The Contractor without prior approval of the Village cannot assign this contract.

INSURANCE

The Contractor shall maintain in full force and effect throughout the term of this Contract and throughout any extension or renewal thereof, the following types of insurance in at least the limits specified below:

| | |
|--------------------------|--|
| Workmen's Compensation | Statutory |
| General Liability | \$1,000,000 each occurrence |
| Bodily Injury | \$2,000,000 aggregate |
| Property Damage | \$1,000,000 each occurrence \$2,000,000 aggregate |
| Automobile Liability | \$1,000,000 each person |
| Bodily Injury | \$2,000,000 aggregate |
| Property Damage | \$1,000,000 each occurrence |
| Excess Umbrella Coverage | \$5,000,000 each occurrence |

Employers liability coverage will be required of the Contractor and any sub-contractor where any class if each employee engaged in work under this Contract is not protected under the Workmen's Compensation Statute. Contractor to attach evidence of required insurance coverage with bid submission. Contractor to list the Village of Chatham, its elected and appointed officials and employees as additional insured.

All insurance shall be provided by insurers acceptable to the Village and authorized to do business in the State of Illinois. Prior to the commencement of work the Contractor shall furnish the Village with certificates of insurance or other satisfactory evidence that such insurance has been produced and is in force. Said policies shall not thereafter be canceled, permitted to expire or be changed without thirty (30) days written notice to the Village. Workers Compensation insurance may be by a plan of self-insurance if permitted by law and approved by the Industrial Commission.

INDEMNITY

The Contractor shall indemnify and save harmless the Village, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, damages, costs, expenses, and attorney's fees resulting from any act of omission or commission of the Contractor, its officers, agents, servants, and employees or arising out of or resulting from the performance of this Contract.

Property Damage

The Contractor shall have no less than 48 hours, of notice by the Village, to ameliorate any and all damage to property (culverts, alleys, ruts etc.) occurring during the performance of the contract. If similar damage to property occurs multiple times during the life of the

contract, the Village shall fine the Contractor \$500.00 per occurrence if the problems are not addressed satisfactorily.

PERFORMANCE BOND

Prior to the execution of this Contract, the Contractor shall furnish a corporate surety bond or a letter of credit written by an acceptable bank as security for the performance of the Contract. Said bond or letter of credit must be for two hundred thousand dollars (\$200,000.00).

The surety on the bond shall be duly authorized to do business in the State of Illinois. Attorneys-in-fact who sign Performance Bonds must file with each bond a copy of their power of authority to execute the bond. In case of extension or renewal of the Contract, the Contractor shall furnish a Performance Bond or Letter of Credit in the same amount and under the same terms as for the initial Bond or Letter of Credit. The original Surety, however, is in no way obligated to extend or renew the bond.

This Contract shall be subject to termination by the Village at any time if said bond shall be canceled or the surety thereon relieved from liability for any reason. Notice of Cancellation of the bond must be served upon the Village thirty (30) days prior to the effective date of said cancellation. The Contract will not be terminated if within thirty (30) days of such notice the Contractor files with the Village a similar bond to be effective for the balance of the Contract period.

CERTIFICATE OF COMPLIANCE

The Contractor or Company shall not discriminate against any employees or applicants for employment because of race, creed, color, sex, age (40-70), disability, or national origin; and shall take affirmative action to ensure that applicants are employed without regard to their race, creed, color, sex, age (40-70), disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other compensation, and selection for training, including apprenticeship. The Contractor or Company agrees to post, in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The Contractor or Company shall, in all solicitations or advertisement for employees or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age (40-70), disability, or national origin. The same shall hold true when recruitment sources are used to secure applicants.

The Contractor or Company agrees to notify all of its subcontractors of their obligation to comply with the nondiscrimination policy.

In the event of the Contractors or Companies noncompliance with the non-discrimination clauses of the Contract or Purchases or with any of such rules, regulations, or orders, the Contract or Purchase may be canceled, terminated, or suspended in whole or in part and

the Contractor or Company may be declared ineligible for further Village Contracts or Purchases.

LEGAL FEES

In the event litigation is necessary to enforce or terminate the contract, the contractor will pay all of the Villages reasonable costs and attorney fees.

CONTRACT EXPIRATION

Upon expiration of contract, Contractor shall provide the Village the option of a thirty (30) day extension of said contract under the same rules, regulations, pricing and provisions for the purpose of approving a new contract and eliminating service lapse.

A bid schedule will be required for both the 1 year and 3 year contract options. Contractor to copy this schedule and clearly mark each bid schedule accordingly

Bid Prices for All Services

| Bid Item | Description | 1 Yr. Contract Price | 3 Yr. Contract Price |
|---|--|----------------------|----------------------|
| | | | |
| 1 | Collection of Limb and Branches Materials (Price per Year) | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| All based off of Chatham having 6,000 addresses | | | |

**REQUEST FOR PROPOSAL FOR
LIMB AND BRANCH COLLECTION SERVICES**

PROPOSAL Of : _____

(Name & Address of Bidder)

Hereinafter called "BIDDER", for the following:

- I. **BIDDER acknowledges the receipt of the following ADDENDUM:**
- | No. | Dated | Description |
|-----|-------|-------------|
|-----|-------|-------------|

| | | |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

- II. **BIDDER agrees that if their BID is accepted, they will provide all necessary equipment, apparatuses, tools, and other means to deliver materials specified in the CONTRACT. Materials shall be delivered by the item(s) requested and in the quantity(s), location(s) and time frame set forth by the VILLAGE, and in accordance with applicable SPECIAL PROVISIONS. VILLAGE shall initiate delivery.**
- III. **BIDDER submits herewith a UNIT PRICE BID SCHEDULE covering the collection services to be provided under this CONTRACT. BIDDER understands that they must show in these schedules the UNIT PRICES for which they propose to provide said collection services and that the extensions must be made by them and that if not so done, their BID may be rejected as irregular.**

If BIDDER is an **INDIVIDUAL**

Signature of Bidder

| | | |
|-------|-------|-------|
| _____ | _____ | _____ |
| Name | Title | Date |

Business Address: _____

If BIDDER is a PARTNERSHIP

Name of Firm: _____

Business Address: _____

Signature of Bidder

_____ _____ _____
Name **Title** **Date**

Names and Addresses of Partners: _____

If BIDDER is a CORPORATION

Name of Corporation: _____

Business Address: _____

Signature of Bidder

Signed By

Title

Date

Attest

(SEAL)

Attested By

Title

Date

If BIDDER is a JOINT VENTURE

Name of Corporation: _____

Business Address: _____

Signature of Bidder

Signed By Title Date

Attest (SEAL)

Attested By Title Date

Name of Corporation: _____

Business Address: _____

Signature of Bidder

Signed By Title Date

Attest (SEAL)

Attested By Title Date

**COLLECTION MAP FOR
LIMB AND BRANCHES COLLECTION SERVICE**