

SANGAMON COUNTY, ILLINOIS

ORDINANCE
NUMBER 23-25

**AN ORDINANCE APPROVING CONTRACT WITH AGRICYCLE, INC. FOR
DISPOSAL OF STORM DEBRIS**

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 August 8, 2023

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

ORDINANCE NO. 23-25

**AN ORDINANCE APPROVING CONTRACT WITH AGRICYCLE, INC. FOR
DISPOSAL OF STORM DEBRIS**

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, on June 29, 2023, a destructive storm system caused significant damage to property within the Village;

WHEREAS, this destructive storm contained very strong winds which caused a significant number of trees to fall;

WHEREAS, as a result of the damage caused by the destructive storm, both the Village of Chatham and the State of Illinois declared a State of Emergency; and

WHEREAS, the Village collected and stacked approximately 80,000 cubic feet of fallen trees and storm debris on several lots within the Village; and

WHEREAS, the Village sought assistance in disposing of the fallen trees and storm debris, but has been unable to locate assistance from Sangamon County or the State of Illinois;

WHEREAS, because of the amount of the debris and the size of the debris piles on the lots, the Village needs to dispose of the fallen trees and storm debris expeditiously;

WHEREAS, the Village sought information and bids from contractors that are able to dispose of the significant amount of fallen trees and storm debris in the Village;

WHEREAS, the Village received a quote from AgriCycle, Inc. as described in Exhibit A to the proposed contract attached hereto as **Exhibit A**; and,

WHEREAS, due to the immediate need to dispose of the fallen trees and storm debris, the Board of Trustees of the Village intends to waive the bidding requirements set forth in the Village Code of Ordinances and the Illinois Municipal Code; and

WHEREAS, the Board of Trustees of the Village believe it is in the best interest of the Village to accept the contract with AgriCycle, Inc. 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 Quote and Approval of the Contract. The Village hereby approves quote from AgriCycle, Inc. in the amount of \$265,000.00 as further described in the attached **Exhibit A** for the services described in **Exhibit A** and expressly waives any additional bidding requirements in the Village Code of Ordinances or in the Illinois Municipal Code. Any and all quotes obtained and 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 purchase 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 | 4 | 0 | 0 | 2 |

APPROVED by the President of the Village of Chatham, Illinois this 8th day of August, 2023.


 Dave Kimsey, Village President

Attest:


 Dan Holden, Village Clerk

EXHIBIT A
AGRICYCLE, INC. CONTRACT

VILLAGE OF CHATHAM

CONTRACT WITH AGRICYCLE FOR
Company/Individual Name

Grind and haul approximately 80,000 cubic yards of storm green debris from the three staging areas to the locations noted on the invoices
Description of Work

THIS AGREEMENT, dated this 2nd day of August 2023, is between the Village of Chatham (hereinafter "VILLAGE") and AgriCycle (hereinafter "CONTRACTOR").
Contractor

WHEREAS, the VILLAGE desires to enter into this Contract with CONTRACTOR to do the grinding and hauling of approximately 80,000 cubic yards of storm green debris from the three staging areas within the Village of Chatham to the locations noted on the invoices.

NOW THEREFORE, the parties agree as follows:

Section 1. Recitals. The recitals set forth above are incorporated into this Section 1 as if specifically stated herein.

Section 2. Description of Services. The contractor named above shall perform the work described on Exhibit A, which is incorporated herein and hereinafter referred to as "Work".

Section 3. Payment. For the Work performed by CONTRACTOR, the VILLAGE shall pay CONTRACTOR for work performed as scheduled out in Exhibit A upon completion and acceptance of the Work.

Section 4. Prevailing Wage. This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

Section 5. Default and Termination. Either party shall be in default if it fails to perform all or any part of this Contract. For purposes of this Contract, any disruption in service caused or created by CONTRACTORS' failure to obtain any necessary or proper permits or financial difficulties, including insolvency, reorganization and/or voluntary and involuntary bankruptcy, shall be deemed to be within CONTRACTORS' control and shall constitute an event of default hereunder. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination.

Section 6. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless VILLAGE, its officers, officials, agents and employees from

claims, demands, causes of action and liabilities of every kind and nature whatsoever arising out of or in connection with CONTRACTOR'S operations performed under this Contract, except for loss, damage or expense arising from the sole gross negligence or willful misconduct of the VILLAGE or the VILLAGE's agents, servants or independent contractors who are directly responsible to VILLAGE. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the VILLAGE or VILLAGE's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Contract.

Section 7. General Liability Insurance. CONTRACTOR shall maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, in an amount deemed acceptable by the Village Administrator. Certificates of insurance shall be provided to VILLAGE and VILLAGE shall be named as an additional insured under the policy. This provision may be waived by the Village Administrator in writing and signed by both parties.

Section 8. Representations of Vendor. CONTRACTOR hereby represents it is legally able to perform the work.

Section 9. Assignment. Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 10. Compliance with Laws. CONTRACTOR and all work performed under this Contract by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 11. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 12. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 13. Attorney Fees. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

Section 14. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 15. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

Section 16. Clear Air Act. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C 7401

et seq. The CONTRACTOR agrees to report each violation to the VILLAGE and understands and agrees that the VILLAGE will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA) and the appropriate Environmental Protection Agency Regional Office. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or part with federal assistance provided by FEMA.

Section 17. Federal Water Pollution Control Act. The CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C 1251 et seq. The CONTRACTOR agrees to report each violation to the VILLAGE and understands and agrees that the VILLAGE will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA) and the appropriate Environmental Protection Agency Regional Office. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or part with federal assistance provided by FEMA.

Section 18. Suspension and Debarment. This contract is a covered transaction for purposes of 2 C.F.R Part 180 and 2 C.F.R Part 3000. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR's principals (defined at 2 C.F.R 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935). the CONTRACTOR must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the VILLAGE. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000 subpart C, in addition to remedies available to the VILLAGE, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Section 19. Byrd Anti-Lobbying Amendment 31 U.S.C. 1352 (as amended). CONTRACTOR who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

Section 20. Prohibition on Contracting for Covered Telecommunications Equipment or Services. (a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expanding FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim) as used in this clause. (b) *Prohibitions* (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 and 2 C.F.R. 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunication products or from certain entities for national security reasons. (2) Unless an exception in paragraph (c) of this

clause applies, the CONTRACTOR and its subcontractors may not use grant, cooperative agreement, loan or loan guarantee funds from the Federal Emergency Management Agency to: (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. (c) *Exceptions.* (1) This clause does not prohibit contractors from providing – (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles. (2) By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: (i) Are not used as a substantial or essential component of any system; and (ii) Are not used as critical technology of any system. (iii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services. (d) *Reporting Requirement.* (1) In the event the CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the CONTRACTOR is notified of such by a subcontractor at any tier or by any other source, the CONTRACTOR shall report the information in section (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information. (2) The CONTRACTOR shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number, the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in section (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the CONTRACTOR shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. (e) *Subcontracts.* The CONTRACTOR shall insert the substance of this clause, including this section (e), in all subcontracts and other contractual instruments.

Section 21. Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the applicable of coatings, occurred in the United States. *Manufactured Products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass; including optical fiber; and lumber.

Section 22. Access to Records. The CONTRACTOR agrees to provide the VILLAGE, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized

representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Section 23. FEMA Funding. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The CONTRACTOR will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Section 24. No Obligation by Federal Government. The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Section 25. Program Fraud and False or Fraudulent Statements or Related Acts. The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this contract.

Section 26. Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Section 27. Contract Work Hours and Safety Standards Act. (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in (1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic including watchmen and guards, employed in violation of the clause set forth in (1) in this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in (1) of this section. (3) *Withholding for unpaid wages and liquidated damages.* The VILLAGE shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in (2) of this section. (4) *Subcontracts.* The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontractors. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in (1) through (4) of this section.

Section 28. Contract Work Hours and Safety Standards Act Records. (1) The CONTRACTOR or subcontractor shall maintain payrolls and basic payroll records during the course of work and shall preserve them for a period of three years from the completion of the contractor for all labors and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. (2) Records to be maintained under this provision shall be made available by the CONTRACTOR or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the CONTRACTOR or subcontractor will permit such representatives to interview employees during working hours on the job.

Section 29. Term. The term of this Contract shall be until all of the services and/or deliverables required by Contractor are provided, completed and accepted by the Village. Notwithstanding anything herein, the provisions of Section 6 shall survive termination. Time shall be of the essence related to the Work to be performed.

VILLAGE OF CHATHAM

By: Patrick M. McGarry
Its Village Manager

AgriCycle, Inc
Company Name

By: [Signature]
Title President

EXHIBIT A

AgriCycle will be responsible for grinding and hauling approximately 80,000 cubic yards of brush, trees, and stumps (storm green debris) from the three staging areas within the Village of Chatham to the locations noted on the invoices. AgriCycle will provide a Vermeer HG6800XT horizontal grinder with an excavator and operator, fuel, and all necessary wear parts to grind the trees and stumps at the three staging areas within the Village. AgriCycle will also provide trucks with 100 cubic yard walking floor trailers to haul and dispose of the wood chips produced by the grinding operation.

AgriCycle anticipates that it will take 20 days to complete the grinding and hauling of the storm green debris with the Village being responsible with providing adequate access for trucks and equipment to enter and exit the three staging areas.

AgriCycle will complete the services noted above at a price of \$265,000. This price does not include site restoration or saw work and will begin once mobilized on the job site. Any additional on-site training required will be billed at \$75.00 per man hour.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1325, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The AgriCycle, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Office

Date

SANGAMON COUNTY, ILLINOIS

ORDINANCE
NUMBER 23-25

**AN ORDINANCE APPROVING CONTRACT WITH AGRICYCLE, INC. FOR
DISPOSAL OF STORM DEBRIS**

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 August 8, 2023

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

ORDINANCE NO. 23-25

AN ORDINANCE APPROVING CONTRACT WITH AGRICYCLE, INC. FOR DISPOSAL OF STORM DEBRIS

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, on June 29, 2023, a destructive storm system caused significant damage to property within the Village;

WHEREAS, this destructive storm contained very strong winds which caused a significant number of trees to fall;

WHEREAS, as a result of the damage caused by the destructive storm, both the Village of Chatham and the State of Illinois declared a State of Emergency; and

WHEREAS, the Village collected and stacked approximately 80,000 cubic feet of fallen trees and storm debris on several lots within the Village; and

WHEREAS, the Village sought assistance in disposing of the fallen trees and storm debris, but has been unable to locate assistance from Sangamon County or the State of Illinois;

WHEREAS, because of the amount of the debris and the size of the debris piles on the lots, the Village needs to dispose of the fallen trees and storm debris expeditiously;

WHEREAS, the Village sought information and bids from contractors that are able to dispose of the significant amount of fallen trees and storm debris in the Village;

WHEREAS, the Village received a quote from AgriCycle, Inc. as described in Exhibit A to the proposed contract attached hereto as **Exhibit A**; and,

WHEREAS, due to the immediate need to dispose of the fallen trees and storm debris, the Board of Trustees of the Village intends to waive the bidding requirements set forth in the Village Code of Ordinances and the Illinois Municipal Code; and

WHEREAS, the Board of Trustees of the Village believe it is in the best interest of the Village to accept the contract with AgriCycle, Inc. 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 Quote and Approval of the Contract. The Village hereby approves quote from AgriCycle, Inc. in the amount of \$265,000.00 as further described in the attached **Exhibit A** for the services described in **Exhibit A** and expressly waives any additional bidding requirements in the Village Code of Ordinances or in the Illinois Municipal Code. Any and all quotes obtained and 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 purchase 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 | 4 | 0 | 0 | 2 |

APPROVED by the President of the Village of Chatham, Illinois this ___ day of August, 2023.


 Dave Kimsey, Village President

Attest:


 Dan Holden, Village Clerk

EXHIBIT A
AGRICYCLE, INC. CONTRACT

VILLAGE OF CHATHAM
CONTRACT WITH AGRICYCLE FOR
Company/Individual Name

Grind and haul approximately 80,000 cubic yards of storm green debris from the three staging areas to the locations noted on the invoices
Description of Work

THIS AGREEMENT, dated this _____ day of _____ 2023, is between the Village of Chatham (hereinafter "VILLAGE") and AgriCycle (hereinafter "CONTRACTOR").
Contractor

WHEREAS, the VILLAGE desires to enter into this Contract with CONTRACTOR to do the grinding and hauling of approximately 80,000 cubic yards of storm green debris from the three staging areas within the Village of Chatham to the locations noted on the invoices.

NOW THEREFORE, the parties agree as follows:

Section 1. Recitals. The recitals set forth above are incorporated into this Section 1 as if specifically stated herein.

Section 2. Description of Services. The contractor named above shall perform the work described on Exhibit A, which is incorporated herein and hereinafter referred to as "Work".

Section 3. Payment. For the Work performed by CONTRACTOR, the VILLAGE shall pay CONTRACTOR for work performed as scheduled out in Exhibit A upon completion and acceptance of the Work.

Section 4. Prevailing Wage. This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

Section 5. Default and Termination. Either party shall be in default if it fails to perform all or any part of this Contract. For purposes of this Contract, any disruption in service caused or created by CONTRACTORS' failure to obtain any necessary or proper permits or financial difficulties, including insolvency, reorganization and/or voluntary and involuntary bankruptcy, shall be deemed to be within CONTRACTORS' control and shall constitute an event of default hereunder. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination.

Section 6. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless VILLAGE, its officers, officials, agents and employees from

claims, demands, causes of action and liabilities of every kind and nature whatsoever arising out of or in connection with CONTRACTOR'S operations performed under this Contract, except for loss, damage or expense arising from the sole gross negligence or willful misconduct of the VILLAGE or the VILLAGE's agents, servants or independent contractors who are directly responsible to VILLAGE. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the VILLAGE or VILLAGE's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Contract.

Section 7. General Liability Insurance. CONTRACTOR shall maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, in an amount deemed acceptable by the Village Administrator. Certificates of insurance shall be provided to VILLAGE and VILLAGE shall be named as an additional insured under the policy. This provision may be waived by the Village Administrator in writing and signed by both parties.

Section 8. Representations of Vendor. CONTRACTOR hereby represents it is legally able to perform the work.

Section 9. Assignment. Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 10. Compliance with Laws. CONTRACTOR and all work performed under this Contract by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 11. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 12. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 13. Attorney Fees. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

Section 14. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 15. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

Section 16. Clear Air Act. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C 7401

et seq. The CONTRACTOR agrees to report each violation to the VILLAGE and understands and agrees that the VILLAGE will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA) and the appropriate Environmental Protection Agency Regional Office. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or part with federal assistance provided by FEMA.

Section 17. Federal Water Pollution Control Act. The CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C 1251 et seq. The CONTRACTOR agrees to report each violation to the VILLAGE and understands and agrees that the VILLAGE will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA) and the appropriate Environmental Protection Agency Regional Office. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or part with federal assistance provided by FEMA.

Section 18. Suspension and Debarment. This contract is a covered transaction for purposes of 2 C.F.R Part 180 and 2 C.F.R Part 3000. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR's principals (defined at 2 C.F.R 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935). the CONTRACTOR must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the VILLAGE. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000 subpart C, in addition to remedies available to the VILLAGE, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Section 19. Byrd Anti-Lobbying Amendment 31 U.S.C. 1352 (as amended). CONTRACTOR who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

Section 20. Prohibition on Contracting for Covered Telecommunications Equipment or Services. (a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expanding FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim) as used in this clause. (b) *Prohibitions* (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 and 2 C.F.R. 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunication products or from certain entities for national security reasons. (2) Unless an exception in paragraph (c) of this

clause applies, the CONTRACTOR and its subcontractors may not use grant, cooperative agreement, loan or loan guarantee funds from the Federal Emergency Management Agency to: (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. (c) *Exceptions.* (1) This clause does not prohibit contractors from providing – (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles. (2) By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: (i) Are not used as a substantial or essential component of any system; *and* (ii) Are not used as critical technology of any system. (iii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services. (d) *Reporting Requirement.* (1) In the event the CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the CONTRACTOR is notified of such by a subcontractor at any tier or by any other source, the CONTRACTOR shall report the information in section (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information. (2) The CONTRACTOR shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number, the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in section (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the CONTRACTOR shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. (e) *Subcontracts.* The CONTRACTOR shall insert the substance of this clause, including this section (e), in all subcontracts and other contractual instruments.

Section 21. Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the applicable of coatings, occurred in the United States. *Manufactured Products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass; including optical fiber; and lumber.

Section 22. Access to Records. The CONTRACTOR agrees to provide the VILLAGE, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized

representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Section 23. FEMA Funding. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The CONTRACTOR will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Section 24. No Obligation by Federal Government. The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Section 25. Program Fraud and False or Fraudulent Statements or Related Acts. The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this contract.

Section 26. Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Section 27. Contract Work Hours and Safety Standards Act. (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in (1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic including watchmen and guards, employed in violation of the clause set forth in (1) in this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in (1) of this section. (3) *Withholding for unpaid wages and liquidated damages.* The VILLAGE shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in (2) of this section. (4) *Subcontracts.* The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontractors. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in (1) through (4) of this section.

Section 28. Contract Work Hours and Safety Standards Act Records. (1) The CONTRACTOR or subcontractor shall maintain payrolls and basic payroll records during the course of work and shall preserve them for a period of three years from the completion of the contractor for all labors and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. (2) Records to be maintained under this provision shall be made available by the CONTRACTOR or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the CONTRACTOR or subcontractor will permit such representatives to interview employees during working hours on the job.

Section 29. Term. The term of this Contract shall be until all of the services and/or deliverables required by Contractor are provided, completed and accepted by the Village. Notwithstanding anything herein, the provisions of Section 6 shall survive termination. Time shall be of the essence related to the Work to be performed.

VILLAGE OF CHATHAM

By: _____
Its Village Manager

AgriCycle, Inc
Company Name

By: [Signature]
Title President

EXHIBIT A

AgriCycle will be responsible for grinding and hauling approximately 80,000 cubic yards of brush, trees, and stumps (storm green debris) from the three staging areas within the Village of Chatham to the locations noted on the invoices. AgriCycle will provide a Vermeer HG6800XT horizontal grinder with an excavator and operator, fuel, and all necessary wear parts to grind the trees and stumps at the three staging areas within the Village. AgriCycle will also provide trucks with 100 cubic yard walking floor trailers to haul and dispose of the wood chips produced by the grinding operation.

AgriCycle anticipates that it will take 20 days to complete the grinding and hauling of the storm green debris with the Village being responsible with providing adequate access for trucks and equipment to enter and exit the three staging areas.

AgriCycle will complete the services noted above at a price of \$265,000. This price does not include site restoration or saw work and will begin once mobilized on the job site. Any additional on-site training required will be billed at \$75.00 per man hour.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1325, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The AgriCycle, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Office

Date