

RESOLUTION NO. 38 - 19

A RESOLUTION APPROVING AN AGREEMENT WITH WASTE MANAGEMENT FOR RESIDENTIAL YARD WASTE AND LEAF COLLECTION SERVICES

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 issued a Request for Proposals for Yard Waste and Leaf Collection Services (“RFP”); and

WHEREAS, the RFP required both a price for a one-year contract and a three-year contract; and

WHEREAS, the Village received three proposals, however only two of the proposals contained a three-year contract price proposal and were thus responsive to the RFP; and

WHEREAS, the Village staff reviewed the proposals and is recommending the Village Board award a three-year contract and that Waste Management provided the best proposal for a three-year contract; and

WHEREAS, the Village President and Board of Trustees accept the recommendations from the Village staff find it in the best interests of the Village to enter the proposed agreement for residential yard waste and leaf collection services with Waste Management.

NOW THEREFORE, BE IT RESOLVED 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. Agreement with Waste Management. The Village President and Village Board of Trustees hereby accept and approve the proposal offered by Waste Management for a three-year contract to provide residential yard waste and leaf collection services, and hereby

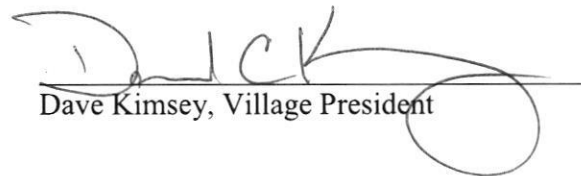
authorize the Village President to execute the agreement for said services as attached as Exhibit A.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

SO RESOLVED this 25th day of June, 2019, at Chatham, Sangamon County, Illinois.

	YES	NO	ABSENT	PRESENT
KRISTEN CHIARO	X			
ANDREW DETMERS	X			
BRETT GERGER	X			
RYAN MANN	X			
MATT MAU	X			
PAUL SCHERSCHEL	X			
DAVE KIMSEY				
TOTAL	6	0	0	

APPROVED by the President of the Village of Chatham, Illinois this 25th day of June, 2019.


 Dave Kimsey, Village President

Attest:

 Amy Dahlkamp, Village Clerk

EXHIBIT A
CONTRACT WITH WASTE MANAGEMENT

**CONTRACT WITH
WASTE MANAGEMENT OF ILLINOIS, INC.
FOR
RESIDENTIAL YARD WASTE COLLECTION SERVICES**

THIS AGREEMENT (“Contract”), dated this _____ day of November, 2019, is between the Village of Chatham, Illinois (hereinafter “VILLAGE”) and Waste Management of Illinois, Inc. (hereinafter “CONTRACTOR”).

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. Incorporation of RFP Proposal Terms. This work is subject to the following procurement initiative by the VILLAGE: Yard Waste Collection Services (hereinafter “Request”) Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as “Procurement Documents” and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this Contract and the incorporated documents, the provisions of this Contract shall apply.

Section 3. Description of Services. CONTRACTOR shall provide the services/work identified in the Procurement Documents, including but not limited to the following: (1) pick-up all residential Yard Waste bags and trash cans clearly marked as yard waste throughout the Village at least twice per season with a five-week spread between pick-ups (spring and fall) that have been placed curbside; (2) provide a collection map of the area scheduled for pickup; and (3) dispose of all collected material. No charge shall be made to any resident for the two seasonal pickups, nor will stickers be required during pick-up periods outlined within this section. Each resident is responsible for providing their own compostable Yard Waste paper bags and neither Contractor or the Village are required to provide free bags. Any Yard Waste hauled must be generated within the Village limits.

Section 4. Payment. For the work performed by CONTRACTOR under this Contract, the VILLAGE shall pay CONTRACTOR the sums as set forth in Exhibit B.

Section 5. Default and Termination. Either party shall be in default if it fails to perform all or any part of this Contract. 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. The non-defaulting party shall be entitled to all remedies, whether in law or equity, including specific performance, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney’s fees and court costs.

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 to the extent arising out of or in connection with CONTRACTOR's negligence or willful misconduct, 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.

Section 7. General Liability Insurance / Performance Bond. CONTRACTOR shall maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits shall be less than \$1,000,000.00 for each occurrence. Certificates of insurance shall be provided to VILLAGE and VILLAGE shall be named as an additional insured under the policy. Umbrella liability coverage must also be provided in the amount of \$5,000,000 for each occurrence.

The CONTRACTOR shall provide a performance bond within twenty (20) days after this Contract is executed. The performance bond shall be in an amount equal to 100% of the full amount of the contract sum for the first year of the Contract as security for the faithful performance of the contract obligations. Such bond shall be on standard AIA Documents, issued by the American Institute of Architects, shall be issued by a surety satisfactory to the VILLAGE, and shall name the VILLAGE as a primary co-obligee. The performance bond shall become a part of the Contract. If the CONTRACTOR does not supply the required bond within twenty (20) days after execution of the Contract, such shall constitute a default and VILLAGE may cancel the Contract.

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

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 by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 11. Compliance with FOIA Requirements. CONTRACTOR further explicitly agrees to furnish all records related to this Contract and any documentation related to VILLAGE that CONTRACTOR is required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after VILLAGE issues notice of such request to CONTRACTOR. Should CONTRACTOR request that VILLAGE utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, CONTRACTOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. CONTRACTOR agrees to defend, indemnify, and hold harmless VILLAGE, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by CONTRACTOR request to utilize a

lawful exemption to VILLAGE.

Section 12. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 13. 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 14. 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 15. 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 16. Term. The term of this Contract shall be for three (3) years, beginning July 1, 2019 and ending June 30, 2022.

Section 17. 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 18. Force Majeure. Neither Party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, lock outs, labor disputes, riots, imposition of laws or governmental orders, fires, acts of God, and inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events; provided, that if the force majeure circumstances persist for more than thirty (30) days, the other Party may terminate this Agreement without further penalty or liability.

VILLAGE OF CHATHAM

By: *Patrick M. McCarthy*
Village Manager

WASTE MANAGEMENT OF ILLINOIS, INC.

By: *[Signature]*
Monty M. K. Mgr

ATTEST:

By: *Amy Dahlkamp*
Village Clerk

By: _____

EXHIBIT A
PROCUREMENT DOCUMENTS

Attach signed proposal

EXHIBIT B
PAYMENT TERMS

The Village shall pay the Contractor as follows:

- A. In year one (July 1, 2019 – June 30, 2020), the Village will pay the Contractor \$47,288.00, which shall be paid in two equal installments. The first installment shall be due on January 1, 2020 and the second installment shall be due on June 1, 2020.
- B. In year two (July 1, 2020 – June 30, 2021), the Village will pay the Contractor \$48,943.00 which shall be paid in two equal installments. The first installment shall be due on January 1, 2021 and the second installment shall be due on June 1, 2021.
- C. In year three (July 1, 2021 – June 30, 2022), the Village will pay the Contractor \$50,656.00 which shall be paid in two equal installments. The first installment shall be due on January 1, 2022 and the second installment shall be due on June 1, 2022.

Contractor shall submit an invoice for all payments due, as outlined above, to the Village.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/1/2020

12/4/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES, LLC 5847 San Felipe, Suite 320 Houston TX 77057	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: ACE American Insurance Company		22667
INSURER B: Indemnity Insurance Co of North America		43575
INSURER C: ACE Fire Underwriters Insurance Company		20702
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
1300299 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED RELATED & SUBSIDIARY COMPANIES INCLUDING:
WASTE MANAGEMENT OF ILLINOIS, INC.
3000 EAST ASH
SPRINGFIELD IL 62703

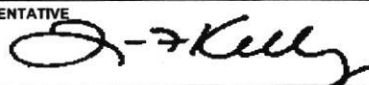
INSURER A: ACE American Insurance Company
INSURER B: Indemnity Insurance Co of North America
INSURER C: ACE Fire Underwriters Insurance Company
INSURER D:
INSURER E:
INSURER F:

COVERAGES ILSRING CERTIFICATE NUMBER: 3731687H REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	HDO G71212993	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	MMT H2527863A	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$	Y	Y	XOO G27929242 004	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	Y N/A	WLR C65435846 (AOS) WLR C65435809 (AZ,CA & MA) SCF C65435883 (WI)	1/1/2019 1/1/2019 1/1/2019	1/1/2020 1/1/2020 1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	EXCESS AUTO LIABILITY	Y	Y	XSA H25278598	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER 3731687H THE VILLAGE OF CHATHAM, ILLINOIS 116 EAST MULBERRY CHATHAM IL 62629	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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