

RESOLUTION NO. 39 - 19

A RESOLUTION APPROVING AN AGREEMENT WITH NATIONAL TREE CARE FOR RESIDENTIAL LIMB & BRANCH 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 Limb & Branch 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 and the Village staff is recommending the proposal by National Tree Care best meets the needs of the Village as it offers the lowest first-year price and contains no contingencies; and

WHEREAS, the Village President and Board of Trustees accept the recommendations of the Village staff and find it in the best interests of the Village to enter the proposed agreement, for a three-year term, for residential limb and branch collection services with National Tree Care.

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 National Tree Care. The Village President and Village Board of Trustees hereby accept and approve the proposal offered by National Tree Care for a three-year contract to provide residential limb and branch 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 NATIONAL TREE CARE

**CONTRACT WITH NATIONAL TREE CARE
FOR RESIDENTIAL LIMB & BRANCH COLLECTION SERVICES**

THIS AGREEMENT, dated this 25th day of June, 2019, is between the Village of Chatham, Illinois (hereinafter "VILLAGE") and National Tree Care (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 was subject to the following procurement initiative by the VILLAGE: Limb & Branch 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) collect limb and branches for each residential dwelling twelve (12) times per year with one trip thru the Village each month; (2) furnish all labor and equipment for the collection of said limbs and branches; (3) make proper disposal of said limbs and branches at a site that is licensed, legally authorized and operated to accept said items; and (4) be responsible for and pay all fees associated with the disposal of the collected limbs and branches. CONTRACTOR shall not dispose of said limbs and branches at the Village burn pile, but rather much dispose of said items at another licensed or authorized facility at CONTRACTOR's own cost and expense. Any limbs and branches 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 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