

31-21

RESOLUTION NO. 21-__

AN RESOLUTION APPROVING BID TO REMOVE ALL WOOD DEBRIS ON THREE ACRES LOCATED AT 9507 S. MAIN

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 to remove all wood debris on three acres located at 9507 S. Main Chatham, IL; and

WHEREAS, the Village solicited bids in accordance with Illinois law for proposals from companies willing and able to provide the services requested; and,

WHEREAS, the Village received lowest responsible bid from Terry Brown Excavating Inc., at a cost of \$36,000.00 as further described in the bid attached hereto as **Exhibit A**; and,

WHEREAS, the Village intends to accept the lowest responsible bid from Terry Brown Excavating Inc.; and,

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

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. Acceptance of Bid. The Village hereby approves bid from Terry Brown Excavating Inc., at a cost of \$36,000.00 as further described in the bid attached hereto as **Exhibit A**. Any and all bids and parts thereof not explicitly approved by this Resolution 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 herein.

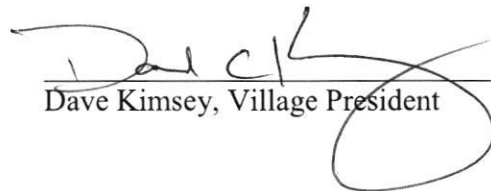
Section 3. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

SO RESOLVED this 27 day of J-14, 2021, at Chatham, Sangamon County, Illinois.

SO RESOLVED this 27 day of J-14, 2021.

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

APPROVED by the President of the Village of Chatham, Illinois this 27 day of J-14, 2021.



Dave Kimsey, Village President

Attest:


Dan Holden, Village Clerk

Exhibit A

VILLAGE OF CHATHAM

CONTRACT WITH Terry Brown Excavating Inc FOR X
Company/Individual Name

All wood debris on 3 acres located at 9507 S. Main
Description of Work

THIS AGREEMENT, dated this 12 day of July 2021, is between the Village of Chatham (hereinafter "VILLAGE") and Terry Brown Excavating Inc (hereinafter "CONTRACTOR").

WHEREAS, the VILLAGE desires to enter into this Contract with CONTRACTOR to do Removal all wood debris including but not limited to limbs, trunks, chipping pile and leaf bags

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 \$ 36,000.00 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 its terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall be 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. 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

Terry Brown Excavating INC
Company Name

By: _____
Its Village Manager

By: Terry Brown
Title president

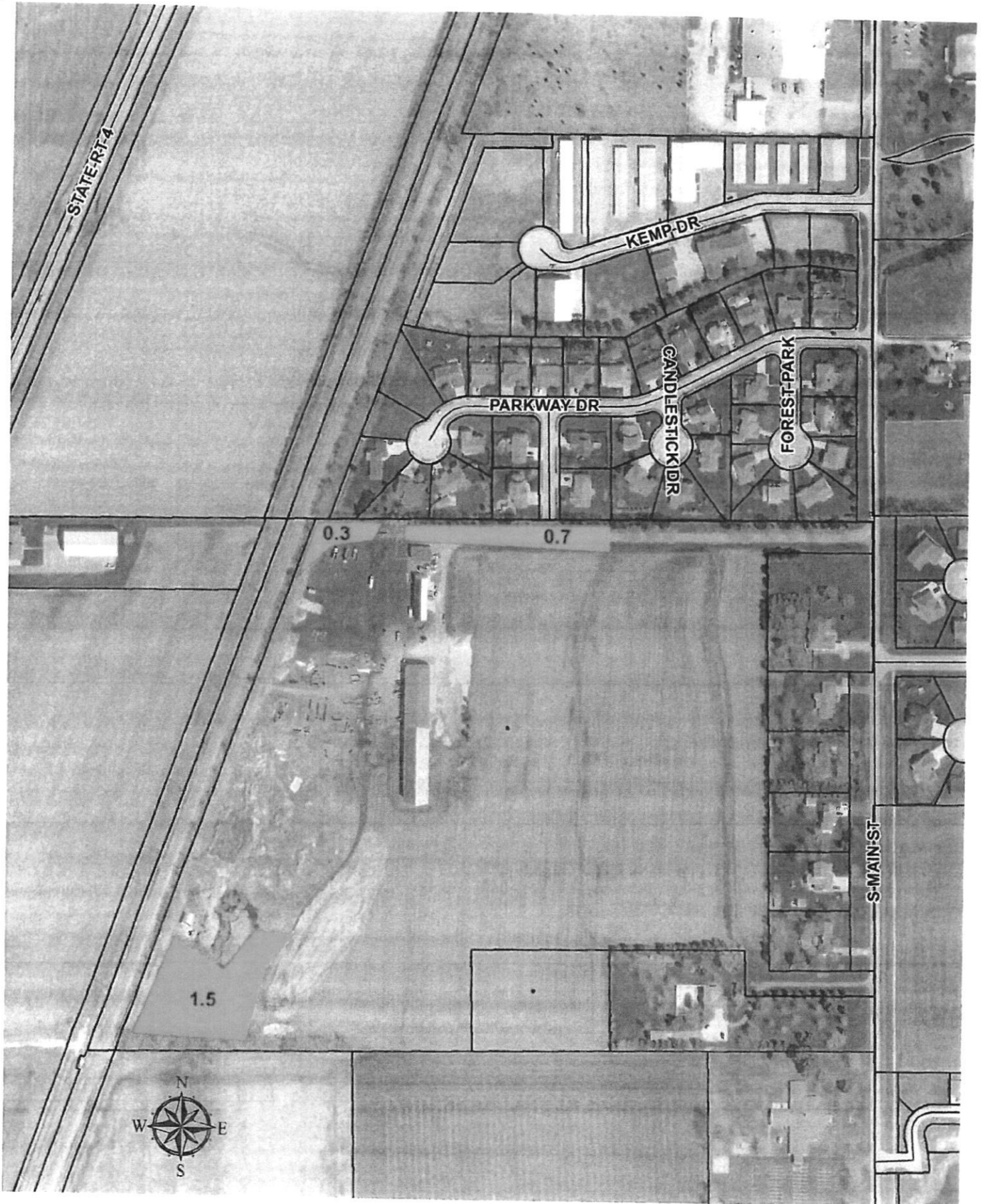
The Village of Chatham will be accepting bids for the removal of all limb, chipping, leaf bag piles located at 9507 S main Chatham Illinois. There are approximately 3 acres of wood debris.

Bid packets may be picked up at the Village of Chatham Utility Office 116 E. Mulberry Chatham IL. 62629 or downloaded from the Village of Chatham Web page ([Link](#))

Bid opening will be **July 12, 2021 at 1pm**. All bids must be Sealed and marked:

Village of Chatham
117 E. Mulberry
Chatham IL.62629
Sealed Bid Limb Removal
Attn Shane Hill

The Village reserves the right to accept and or reject any part or all bids received.



Legend

■ Acres Dump Locations

**Village of Chatham
Dump Bid Area's
9507 S. Main Street**