
THE VILLAGE OF COAL CITY

GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER 15-19

**AN ORDINANCE AUTHORIZING ENTRY INTO AN INTERGOVERNMENTAL
AGREEMENT BY AND BETWEEN THE VILLAGE OF COAL CITY AND THE
VILLAGE OF DIAMOND PROVIDING FOR DIAMOND'S PROVISION OF
TEMPORARY DISASTER/EMERGENCY DEBRIS REMOVAL SERVICES TO COAL
CITY**

TERRY HALLIDAY, Village President
PAMELA M. NOFFSINGER, Village Clerk

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Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of
Coal City

on June 25, 2015

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AN ORDINANCE AUTHORIZING ENTRY INTO AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF COAL CITY AND THE VILLAGE OF DIAMOND PROVIDING FOR DIAMOND'S PROVISION OF TEMPORARY DISASTER/EMERGENCY DEBRIS REMOVAL SERVICES TO COAL CITY

WHEREAS, the Village of Coal City ("Coal City") is an Illinois non-home rule municipal corporation, organized and operating pursuant to the Constitution and laws of the State of Illinois; and

WHEREAS, the Village of Diamond ("Diamond") is an Illinois non-home rule municipal corporation, organized and operating pursuant to the Constitution and laws of the State of Illinois; and

WHEREAS, Coal City and Diamond are units of local government within the meaning of Article VII, Section 1, of the Constitution of the State of Illinois, are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.* (the "Act"), and are established and governed by the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.* ("Municipal Code"); and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Act provides that any power or powers, privileges or authority, exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, Coal City and Diamond each have legal authority to enter into contracts for the provision of equipment and labor for the removal, hauling and disposal of debris

(cumulatively, the “Removal Services”) on publicly-owned property; and

WHEREAS, Coal City suffered extensive damage as a result of a tornado and related storms striking the communities on June 23, 2015 (the “Storm”); and

WHEREAS, Coal City is in need of the Removal Services to assist with the clean-up and recovery from the Storm; and

WHEREAS, Diamond recently issued specifications for and competitively bid Removal Services for the Village of Diamond satisfying competitive bidding and procurement requirements established by federal, state and local laws and regulations; and

WHEREAS, Diamond has reviewed the responsive bids and found and determined that KLF Enterprises (the “Contractor”) is the lowest responsible bidder and, as such, has awarded a contract for Removal Services to the Contractor; and

WHEREAS, Coal City is in need of Removal Services and is desirous of utilizing the Removal Services of the Contractor in order to leverage economies of scale and the proximity of the neighboring communities; and

WHEREAS, Coal City and Diamond are committed to cooperating in ways which allow the respective bodies to better serve their constituencies and to provide for disaster recovery that maximizes cost effectiveness and the health, safety and welfare of their respective residents; and

WHEREAS, intergovernmental and mutual aid agreements are not subject to federal procurement regulations; and

WHEREAS, Diamond is willing to assist Coal City by sharing the Removal Services of its Contractor on a temporary basis in exchange for the consideration and in accordance with the terms and conditions of that certain intergovernmental agreement herein approved;

WHEREAS, the Corporate Authorities of Coal City and Diamond have each reviewed and approved the terms of the intergovernmental agreement referenced herein and hereby find and determine it to be in the best interest of their respective municipalities to set forth the terms

and conditions of the Removal Services as provided in the attached intergovernmental agreement.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Coal City, Counties of Will and Grundy, Illinois, as follows:

SECTION 1. RECITALS.

That the foregoing recitals shall be and are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

SECTION 2. ENACTMENT.

The Corporate Authorities shall and do hereby authorize, approve and direct the Village President to execute and deliver that certain INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF COAL CITY AND THE VILLAGE OF DIAMOND PROVIDING FOR DIAMOND'S PROVISION OF TEMPORARY DISASTER/EMERGENCY DEBRIS REMOVAL SERVICES TO COAL CITY (the "Agreement") attached hereto as Exhibit A. The Corporate Authorities shall and do hereby authorize, approve and direct the Village Clerk to affix the Village seal thereto and to attest the executed Agreement following the Village President's signature. The Corporate Authorities shall and do hereby appropriate and authorize Village staff to tender the refundable security deposit funds to the Village of Diamond as required by the Agreement. The Village President and Village Clerk are further authorized and directed to execute and attest any and all other documents necessary to carry out and give effect to the purpose and intent of this Ordinance. All acts and doings of the officials of the Village, past, present and future which are in conformity with the purpose and intent of this Ordinance are hereby, in all respects, ratified, approved, authorized and confirmed.

SECTION 3. RESOLUTION OF CONFLICTS.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. SAVING CLAUSE.

If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance, which are hereby declared to be separable.

SECTION 5. EFFECTIVENESS.

This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SO ORDAINED this 25 day of June, 2015, at Coal City, Grundy and Will Counties, Illinois.


AYES: 6

NAYS: 0

ABSENT: 0

ABSTAIN: 0

VILLAGE OF COAL CITY


Terry Halliday, President

Attest:



Pamela M. Noffsinger, Clerk

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF
COAL CITY AND THE VILLAGE OF DIAMOND PROVIDING FOR DIAMOND'S
PROVISION OF TEMPORARY DISASTER/EMERGENCY DEBRIS REMOVAL
SERVICES TO COAL CITY**

[Attached on following pages]

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF
COAL CITY AND THE VILLAGE OF DIAMOND PROVIDING FOR DIAMOND'S
PROVISION OF TEMPORARY DISASTER/EMERGENCY DEBRIS REMOVAL
SERVICES TO COAL CITY**

THIS AGREEMENT is entered into by and between the VILLAGE OF COAL CITY (hereinafter "COAL CITY") and the VILLAGE OF DIAMOND (hereinafter "DIAMOND").

WHEREAS, COAL CITY and the DIAMOND (cumulatively, the "Parties") are units of local government within the meaning of Article VII, Section 1, of the Constitution of the State of Illinois, are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.* (the "Act"), and are established and governed by the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.* ("Municipal Code"); and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Act provides that any power or powers, privileges or authority, exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, Coal City and Diamond each have legal authority to enter into contracts for the provision of equipment and labor for the removal, hauling and disposal of debris (cumulatively, the "Removal Services") on publicly-owned property; and

WHEREAS, Coal City suffered extensive damage as a result of a tornado and related storms striking the communities on June 23, 2015 (the "Storm"); and

WHEREAS, Coal City is in need of the Removal Services to assist with the clean-up and recovery from the Storm; and

WHEREAS, Diamond recently issued specifications for and competitively bid Removal

Services for the Village of Diamond satisfying competitive bidding and procurement requirements established by federal, state and local laws and regulations; and

WHEREAS, Diamond has reviewed the responsive bids and found and determined that KLF Enterprises (the “Contractor”) is the lowest responsible bidder and, as such, has awarded a contract for Removal Services to the Contractor; and

WHEREAS, Coal City is in immediate need of Removal Services and is desirous of utilizing the Removal Services of the Contractor in order to leverage economies of scale and the proximity of the neighboring communities; and

WHEREAS, Coal City and Diamond are committed to cooperating in ways which allow the respective bodies to better serve their constituencies and to provide for disaster recovery that maximizes cost effectiveness and the health, safety and welfare of their respective residents; and

WHEREAS, intergovernmental, mutual aid agreements are not subject to federal procurement regulations; and

WHEREAS, Diamond is willing to assist Coal City by sharing the Removal Services of its Contractor on a temporary basis in exchange for the consideration and in accordance with the terms and conditions of this intergovernmental agreement.

NOW, THEREFORE, in consideration for the promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, COAL CITY and DIAMOND agree as follows:

1. The foregoing recitals are hereby incorporated and adopted as if fully set forth herein.
2. This Agreement will commence on June 25, 2015 and continue in full force and

effect up to and including July 31, 2015. The Parties acknowledge and agree that the arrangement herein provided for shall expire on its own terms on July 31, 2015 without any further action of the Parties hereto. The Parties reserve the right to extend this Agreement by mutual consent. Further, either party hereto may terminate this Agreement at any time during the term by providing the other party ten (10) days' prior written notice of such termination. The Parties may also terminate this Agreement by mutual consent.

3. COAL CITY agrees to engage DIAMOND for the purpose of providing certain Removal Services as more particularly described in that certain specifications and proposal form issued by DIAMOND attached hereto and incorporated by reference as Exhibit 1 (the "Removal Services"). COAL CITY agrees and acknowledges that DIAMOND shall provide the Removal Services via its retained independent contractor, KLF Enterprises ("KLF") pursuant to the KLF awarded bid attached hereto and incorporated by reference as Exhibit 2.

4. In connection with the foregoing, DIAMOND shall make KLF available to COAL CITY to perform Removal Services upon the request of COAL CITY. Requests by COAL CITY for Removal Services shall be tendered orally or in writing to Mayor Teresa Kernc of DIAMOND, or as otherwise directed by Mayor Teresa Kernc, including but not limited to direct requests for Removal Services by COAL CITY to KLF if so directed by DIAMOND.

5. It is mutually understood and agreed that KLF shall have the full control of the ways and means of performing the Removal Services referred to herein and that KLF or its employees, representatives or subcontractors are in no sense employees of DIAMOND or COAL CITY, it being specifically agreed that KLF bears the relationship of an independent contractor to DIAMOND and as a subcontractor to COAL CITY via DIAMOND.

6. COAL CITY acknowledges and agrees that DIAMOND is under contract with

KLF and, as such, may require KLF to be called away from Removal Services being performed in COAL CITY whenever, in the sole discretion of DIAMOND or any of its officers, KLF is needed by DIAMOND to perform Removal Services work of any kind or nature within DIAMOND. The parties agree and acknowledge that KLF's Removal Services provision for DIAMOND shall take precedence over the Removal Services performed for COAL CITY.

7. While performing Removal Services for COAL CITY, KLF shall be under the supervision of the Coal City Village Administrator. The Coal City Village Administrator shall be the final authority in giving direction to KLF for Removal Services in COAL CITY.

8. KLF shall detail and itemize Removal Services performed in and for COAL CITY in its periodic invoicing to DIAMOND.

9. Upon receipt of invoices from KLF, DIAMOND shall promptly provide COAL CITY with a copy of the portion of said invoice(s) pertaining to Removal Services performed in and for COAL CITY.

10. DIAMOND shall provide invoices when and as received from KLF to COAL CITY reflecting expenses pertaining to Removal Services performed in and for COAL CITY as set forth above. In consideration of the services rendered under the terms of this Agreement, COAL CITY shall compensate DIAMOND in full no later than five (5) business days following the first regular meeting of the COAL CITY Board of Trustees following at least forty-eight (48) hours after receipt of an invoice. In addition to paying the direct costs of KLF incurred for the benefit of COAL CITY as provided herein, COAL CITY shall additionally reimburse DIAMOND for any actual expenses necessarily incurred by DIAMOND in administering the Agreement, including printing, photo-copying or other "soft costs," an itemized invoice for which shall be prepared by DIAMOND and remitted to COAL CITY together with relevant

portions of KLF invoices.

11. Notwithstanding the foregoing, in the event that COAL CITY disputes any charges of KLF contained within an invoice, COAL CITY shall promptly notify DIAMOND of such dispute and follow the procedures set forth in the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.*

12. COAL CITY shall be responsible for any fees, interest or other charges incurred by DIAMOND resulting from COAL CITY'S failure to timely pay any balance due, including but not limited to attorney's fees.

13. Substantially concurrent with the execution of this Agreement, and in no event later than its first request to DIAMOND for Removal Services, COAL CITY shall post as security with DIAMOND twenty five thousand dollars and zero cents (\$25,000.00) (the "Security Deposit"), which amount shall be deposited by DIAMOND into a dedicated account and not commingled with DIAMOND's general funds. No interest shall be payable to COAL CITY for any funds retained in such account. DIAMOND is specifically authorized to apply the Security Deposit to the payment of such fees, costs and expenses incurred by COAL CITY hereunder in the event that COAL CITY fails to remit payment to DIAMOND on time and in full as provided in Paragraph 10. DIAMOND shall notify COAL CITY when the Security Deposit has been drawn upon to pay an invoice not timely paid by COAL CITY. COAL CITY is obligated to continuously maintain the above-specified amount of Security Deposit with DIAMOND and to promptly replenish the funds as may be necessary from time to time following draws thereon, in no event later than five (5) business days following notice from DIAMOND that a draw has been made thereon as provided herein. The parties hereto acknowledge and agree that no additional Removal Services shall be performed for COAL CITY at any time in which COAL CITY is in breach of its obligations hereunder, including, without limitation, the obligation to timely remit payment in response to receipt of a periodic invoice for Removal Services, and COAL

CITY's obligation to replenish the Security Deposit following a draw thereon. DIAMOND shall return the unobligated balance of the Security Deposit to COAL CITY within five (5) business days after the last to occur of (i) the date of expiration or termination of this Agreement or (ii) the date on which COAL CITY has paid its final invoice in full for any Removal Services performed prior to the expiration or termination of this Agreement and has no outstanding requests for the performance of additional Removal Services.

The parties acknowledge and agree that nothing in this Paragraph 13 shall be construed to limit or compromise COAL CITY's right to initiate or maintain a good-faith dispute as to any charges imposed by KLF in accordance with the procedures set forth in the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.* as set forth in Paragraph 11. In the event of such dispute, COAL CITY shall provide detailed written notice to DIAMOND and KLF as to the portion of any invoice that is the subject of such good-faith dispute and DIAMOND agrees in such event not to draw upon the Security Deposit as provided in this paragraph until DIAMOND is notified by KLF and COAL CITY that the dispute has been satisfactorily resolved. The foregoing notwithstanding, DIAMOND shall not be obligated to incur interest charges or late payment penalties as a direct result of the maintenance by COAL CITY of a good-faith dispute with KLF regarding Removal Services charges and, DIAMOND is entitled to make draws on the Security Deposit posted by COAL CITY in such amounts as may be necessary to avoid incurring such interest charges or late payment penalties.

14. COAL CITY hereby covenants and agrees to save, defend, indemnify and hold harmless DIAMOND, its elected officials, officers, and employees (collectively "Indemnitees"), from and against any and all claim, demand, cause of action, suit, action (at law or in equity), judgment, liability, or expense, including, but not limited to, reasonable attorneys' fees and court

costs (at trial or on appeal), arising out of or in any manner pertaining to this Agreement or the performance of the Removal Services within COAL CITY which are the subject of the Agreement, irrespective of whether required, optional or voluntary, as may be performed by DIAMOND or any agent of DIAMOND, including but not limited to KLF, with respect to any personal injuries, death, property damages or contract or lien claims. In the event that any such claim is made against DIAMOND or any of its Indemnitees as a result of the relationship between the Parties which is established by this Agreement, then DIAMOND shall be entitled to select its attorneys of choice to defend the claim and all costs shall be paid by COAL CITY as provided herein.

15. This Agreement may be amended or modified at any time upon the mutual consent of the Parties, which mutual consent shall be evidenced in writing executed by the Parties.

16. All notices required to be served hereunder shall be served on the Parties at their respective addresses set forth below, and shall be deemed given upon personal delivery, or on the third day after mailing if sent by first class mail, or on the day after deposit with a nationally recognized overnight delivery service, and in each case, to the person(s) and address(es) set forth below:

COAL CITY: Matt Fritz
Village of Coal City
535 S. Broadway Street
Coal City, IL 60416

With a Copy To: Mark R. Heinle
Ancel Glink
1979 N. Mill Street, Suite 207
Naperville, IL 60563

DIAMOND: Mayor Kerne
Village of Diamond
1750 East Division Street
Diamond, IL 60416

With a Copy To: John S. Gallo
Tracy, Johnson & Wilson
2801 Black Road, 2nd Floor
Joliet, IL 60435

16. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois, without reference to or application of rules or principles of conflicts of law.

17. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

18. If any provisions of this Agreement shall be declared by any court of competent jurisdiction illegal, void or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect.

19. The rights and remedies conferred upon the parties hereto shall be cumulative, and the exercise or waiver of any such right or remedy shall not preclude or inhibit the exercise of any additional rights or remedies. The waiver of any right or remedy hereunder shall not preclude the subsequent exercise of such right or remedy.

20. This Agreement represents the entire understanding and agreement among the Parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations, if any.

21. COAL CITY and DIAMOND warrant that each has full power and authority to

enter into and to perform its obligations under this Agreement.

[SIGNATURES ON NEXT PAGE]


IN WITNESS THEREOF, the VILLAGE OF COAL CITY and the VILLAGE OF DIAMOND have caused this Intergovernmental Agreement to be executed by duly authorized officers thereof on the dates indicated below.

VILLAGE OF COAL CITY

By 
Mayor Halliday

Date June 25, 2015

ATTEST:


Village Clerk

VILLAGE OF DIAMOND

By: _____
Mayor Kerne

Date: _____

ATTEST:

Village Clerk

EXHIBIT 1

**Village of Diamond Removal Services Specifications
(attached)**

SPECIFICATIONS AND PROPOSAL FORM
VILLAGE OF DIAMOND
DISASTER/EMERGENCY DEBRIS REMOVAL

Contractor _____

REQUEST FOR BID

You are hereby invited to submit your bid for debris removal in the Village of Diamond. The project will be known as "Village of Diamond - Disaster/Emergency Debris Removal".

Bids will be accepted at the office of the Village Clerk, 1750 E. Division Street, Diamond, Illinois, until 10:00 a.m., Tuesday, June 23, 2015.

Specifications and proposal forms may be obtained at the offices of Chamlin & Associates, Inc., Consulting Engineers, 221 West Washington Street, P. O. Box 768, Morris, Illinois, at a non-refundable cost of \$10.00. Contractors that request specifications and proposal forms mailed to them will be charged the shipping costs.

If awarded, your bid will remain valid for one year from date of award. There is no guarantee made or implied that the Village will utilize any services.

Bidders are advised that this Contract will be subject to the Illinois Prevailing Wage Act.

The Village of Diamond reserves the right to accept or reject any or all bids and to waive technicalities.

**BY ORDER OF MAYOR AND THE VILLAGE COUNCIL
DIAMOND, ILLINOIS**

VILLAGE OF DIAMOND
DISASTER/EMERGENCY DEBRIS REMOVAL
SPECIFICATION PACKAGE

The purpose of this bid specification is to identify equipment and labor necessary for the removal of various types of debris resulting from a natural disaster or an emergency response incident.

The scope of work covers the equipment and operator(s) for hauling and disposal of various types of debris located on all public right-of-ways impacted within the Village of Diamond on an hourly basis depending on the requirements of the Village.

Trucks shall be a minimum of eight (8) wheel dump trucks. When hauling building debris truck beds shall be covered. All equipment utilized on public streets and thoroughfares shall have rubber tires. Other equipment may be used off-road to facilitate loading of debris.

Contractor shall provide a copy of all applicable licenses. Contractor must provide a copy of a current Certificate of Insurance listing the amounts and types of insurance carried. Before starting work the Contractor shall provide a Certificate of Insurance naming the Village as an Additional Insured Party. Insurance shall be in accordance with the following amounts:

Workmen's Compensation	Statutory
General Liability	\$1,000,000 each occurrence
Personal Injury	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
Automobile Liability	
Property Damage	\$1,000,000 each occurrence
Bodily Injury	\$1,000,000 each occurrence

Unit price per hour straight time basis for equipment and labor for:

1. Excavator Caterpillar 325 or equivalent with grapple/
and operator \$ _____ / _____ per hr.
2. Wheel Loader Cat 950 or equivalent/and operator \$ _____ / _____ per hr.
3. 85-100 cubic yard walking floor transfer trailer and/or
semi dump trailer and operator \$ _____ / _____ per hr.
4. Skid Steer/ and operator \$ _____ / _____ per hr.
5. Laborer Foreman \$ _____ per hr.
6. Laborer \$ _____ per hr.

Overtime:

- | | | |
|-----------------|-----|------------------|
| Operator | Add | \$ _____ per hr. |
| Driver | Add | \$ _____ per hr. |
| Laborer Foreman | Add | \$ _____ per hr. |
| Laborer | Add | \$ _____ per hr. |

Mobilization: \$ _____ per hr.

Demobilization: \$ _____ per hr.

ROLL-OFF DUMPSTERS

30 cubic yard roll-off dumpster boxes. Flat charge includes delivery, pick-up and all disposal fees on a per load basis.

\$ _____ per load

HAULING AND DISPOSAL OF DEBRIS

Price for loading, hauling, and disposing of debris created by a natural disaster or emergency response incident located on public right-of-ways within the Village of Diamond, including all transportation and tipping fees.

\$ _____ /ton

TREE REMOVAL

To provide services for tree removal in accordance within the scope of work under this contract.

At a minimum, each crew shall consist of:

- 2 Laborers
- 2 personnel with tree climbing capabilities
- 1 knuckle boom (or equivalent) or lift truck
- 2 chain saws
- Stump grinder
- Shredder/mulcher
- Misc. ropes, facale and small tools

Payment will be made for actual crew hours worked.

The Contractor shall specify the number of crews available: _____

Crew Rate per hour straight time: \$ _____

Crew Rate per hour overtime add per hour: \$ _____

HAULING AND DISPOSAL OF VEGETATIVE DEBRIS (TREES, BRANCHES, STUMPS,ETC.) VEGETATION

Price for loading, hauling, and disposing of vegetative debris (trees, branches, stumps, etc.) located along all public right-of-ways within the Village of Diamond, including all transportation and tipping fees. Depending on the circumstances the Village may, or may not, have a designated burn site that can be utilized.

\$ _____/cubic yard

HAULING AND DISPOSAL OF E-WASTE AND ELECTRICAL MATERIALS

Price for loading, hauling, and disposing of electrical material debris created by a natural disaster or emergency response incident located along public right-of-ways within the Village of Diamond, including all transportation and tipping fees.

\$ _____/ton

TOWING

All automobiles, trucks, semi-trailers, motorcycles, ATV's, boats and other motor vehicles and equipment shall be removed by towing, placed on a flatbed or hauled from all public right-of-ways within the Village of Diamond to a location outside the natural disaster or emergency response incident area and held in a secure location.

\$ _____ /per item under 2,000 lbs.

\$ _____ /per item under 5,000 lbs. but more than 2,000 lbs.

\$ _____ /per item under 10,000 lbs. but more than 5,000 lbs.

\$ _____ /per item over 10,000 lbs.

UPON RECEIVING THE CALL FROM THE VILLAGE TO MOBILIZE, HOW LONG WILL IT TAKE FOR THE CONTRACTOR TO MOBILIZE , ARRIVE ON SITE, AND BEGIN WORKING
_____ hours

BIDDER is:

An Individual

By

(SEAL)

(Individual's Name)

Doing Business As

Business Address

Phone Number

A Partnership

By

(SEAL)

(Firm Name)

(General Partner)

Business Address

Phone Number

A Corporation

By

(Corporation Name)

(State of Incorporation)

By

(Name of Person Authorized to Sign)

(Title)

(Corporate Seal)

Attest

(Secretary)

Business Address

Phone Number

A Joint Venture

By

(Name)

(Address)

By

(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

IF THE VILLAGE HAS A DESIGNATED BURN SITE THE CONTRACTOR SHALL WHEN POSSIBLE SORT OUT BURNABLE DEBRIS AND BURNABLE CONSTRUCTION DEBRIS AND TRANSPORT IT TO THE BURN SITE. ALL REMAINING DEBRIS SHALL BE COMPACTED AND TRANSPORTED TO A LANDFILL IN COMPLIANCE WITH IEPA REGULATIONS.

NO SUBCONTRACTS SHALL BE AWARDED AS PART OF THIS CONTRACT.

THE VILLAGE RESERVES THE RIGHT TO AWARD MULTIPLE CONTRACTS.

THE VILLAGE RESERVES THE RIGHT TO AWARD SOME OR PART OF THIS BID AS REQUIRED.

THE VILLAGE RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

IF AWARDED, YOUR BID WILL REMAIN VALID FOR ONE YEAR FROM DATE OF AWARD.

THERE IS NO GUARANTEE MADE OR IMPLIED THAT THE VILLAGE WILL UTILIZE ANY SERVICES ESTABLISHED THROUGH THIS AGREEMENT. THE VILLAGE'S REQUIREMENTS WILL DICTATE WHETHER SERVICES WILL ACTUALLY BE UTILIZED. THE VILLAGE DOES NOT GUARANTEE A MINIMUM.

THIS AGREEMENT MAY BE TERMINATED AT ANY TIME FOR THE CONVENIENCE OF THE VILLAGE OF DIAMOND. IF THIS CLAUSE IS EXECUTED, THE VILLAGE OF DIAMOND AGREES TO PAY THE CONTRACTOR FOR ALL WORK COMPLETED THROUGH THE TERMINATION DATE, AS WELL AS ANY DEMOBILIZATION COSTS THAT WERE A PART OF THE ORIGINAL CONTRACT.

THE TOTAL AMOUNT OF THIS AGREEMENT SHALL NOT EXCEED \$20,000. IF THAT CAP IS REACHED, NO BILLINGS IN EXCESS OF THAT AMOUNT ARE TO BE SUBMITTED PENDING A REVIEW OF THE WORK ACCOMPLISHED AND WORK COMPLETED. AS A PART OF THAT REVIEW, A DETERMINATION WILL BE MADE AS TO THE WORK REMAINING. IF APPROVED, THE AGREEMENT CAN BE MODIFIED IN WRITING TO ALLOW FOR ADDITIONAL CHARGES.

CONTRACTOR SHALL ABIDE BY ALL FEDERAL, STATE AND MUNICIPAL LAWS, ORDINANCES, RULES AND REGULATIONS, STATUTES, ACTS, STANDARDS, POLICIES, ORDERS, CODES AND REQUIREMENTS OF ALL AUTHORITIES HAVING JURISDICTION SHALL APPLY TO THE AGREEMENT AND ARE DEEMED TO BE INCLUDED HEREIN THE SAME AS THOUGH HEREIN WRITTEN OUT IN FULL, INCLUDING BUT NOT LIMITED TO SECTION 306 OF THE CLEAN AIR ACT, SECTION 508 OF THE CLEAN WATER ACT, EXECUTIVE ORDER 11738, ENVIRONMENTAL PROTECTION AGENCY REGULATIONS, EQUAL EMPLOYMENT OPPORTUNITY, PREVAILING WAGE ACT, ETC.

THE CONTRACTOR SHALL COOPERATE FULLY WITH THE VILLAGE OF DIAMOND DEBRIS MANAGER, FEMA AND IEMA REPRESENTATIVES.

THE CONTRACTOR AGREES TO PROVIDE ACCESS TO THE VILLAGE, THE FEDERAL GRANTOR AGENCY, THE COMPTROLLER GENERAL OF THE UNITED STATES, OR ANY OF THEIR DULY AUTHORIZED REPRESENTATIVES TO ANY BOOKS, DOCUMENTS, PAPERS, COMPUTER FILES, AND RECORDS OF THE CONTRACTOR WHICH ARE DIRECTLY PERTINENT TO THIS CONTRACT FOR THE PURPOSE OF MAKING AUDIT, EXAMINATIONS, EXCERPTS, AND TRANSCRIPTIONS.

THE CONTRACTOR MUST RETAIN ALL REQUIRED RECORDS FOR A PERIOD OF THREE (3) YEARS AFTER THE VILLAGE MAKES FINAL PAYMENT AND ALL OTHER PENDING MATTERS ARE CLOSED.

INDEMNIFICATION

CONTRACTOR SHALL DEFEND, INDEMNIFY, KEEP AND SAVE HARMLESS THE VILLAGE OF DIAMOND, ITS AGENTS, EMPLOYEES AND REPRESENTATIVES AGAINST ALL SUITS, CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY FEES, CAUSED BY, GROWING OUT OF, OR INCIDENTAL TO, THE PERFORMANCE OF THE WORK UNDER THIS AGREEMENT BY THE CONTRACTOR TO FULL EXTENT ALLOWED BY THE LAWS OF THE STATE OF ILLINOIS AND NOT BEYOND ANY EXTENT WHICH WOULD RENDER THESE PROVISIONS VOID OR UNENFORCEABLE.

VENUE FOR LAWSUITS

The parties to this contract agree that if any dispute arising from the pursuit of said contract requires the filing of a lawsuit, venue for such lawsuit shall be in the Circuit Court of Grundy County, Illinois. This shall include any cause of action arising out of performance or non-performance of anything required under this contract or any injury suffered by or caused by any party, employee, agent, subcontractor or any other person arising out of the work or conduct required to be performed under this contract.

SUBSTANCE ABUSE PREVENTION PROGRAM

Before the Contractor and any subcontractor commences work, the Contractor and any subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in Public Act 95-0635 as enacted by the Illinois General Assembly or shall have a collective bargaining agreement in effect dealing with the subject matter of Public Act 95-0635.

The Contractor and any subcontractor shall file with a public body: a copy of the substance abuse prevention program along with a cover letter certifying that their program meets the requirements of the Act, or a letter certifying that the Contractor or a subcontractor has a collective bargaining agreement in effect dealing with the subject matter of this Act.

The apparent low Bidder, upon notification of contract award by the Owner, shall submit the required documents with the executed contract documents and insurance certificates. The Contractor is responsible for obtaining all appropriate documentation from their subcontractors and submitting to the Engineer.

OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION RULES & REGULATIONS

All work described herein and as shown on the accompanying plan sheets shall comply in all respects to pertinent articles of the current edition of the State and Federal Governments' rules and regulations concerning occupational safety and health standards.

Within Section 1926.652(a), OSHA requires that every jobsite with excavations must have a "Competent Person" present to evaluate the potential for hazards to employees. It shall be the responsibility of the Contractor to provide the required "Competent Person" as defined below.

He must ensure that every trench 5' or more in depth have a protective system. He must ensure that every trench less than 5' undergo an inspection to determine whether a collapse hazard to employees exist. If a collapse hazard is detected, an appropriate protective system must be used.

A "Competent Person" is defined as one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous or dangerous to employees and who has the authorization to take prompt corrective measures to eliminate them.

"Competent Person" responsibilities:

- a. Understand the standards and any and all data provided.
- b. Select proper protective system based on soil type
- c. Recognize and reclassify soil after changing conditions
- d. Conduct air test for hazard atmospheres
- e. Design structural ramps
- f. Locate underground installations/utilities
- g. Monitor water removal equipment
- h. Perform inspections prior to work daily
- i. Inspect after each hazard-increasing event
- j. Responsible for ensuring OSHA compliance

EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS

If at the time this Contract is executed, or if during the term of this Contract, there is excessive unemployment in Illinois as defined in the employment of Illinois Workers on Public Works Act, 30 ILCS 570-0.01 *et seq.*, as two consecutive months of unemployment exceeding 5%, the Contractor agrees to employ Illinois laborers. An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

PREVAILING WAGE RATES

All wages paid by the Contractor and each subcontractor shall be in compliance with the Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the revised rate as provided by the public body shall apply to this contract and the Contractor will not be allowed additional compensation on account of said revisions.

The Contractor and each subcontractor shall make and keep, for a period of not less than 3 years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked for each day, and the starting and ending times of work each day.

The Contractor and each subcontractor shall submit monthly, in person, by mail, or electronically, a certified payroll to the public body in charge of the project. The certified payroll shall consist of a complete copy of the records. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor which avers that:

- (i) such records are true and accurate;
- (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and
- (iii) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

Upon 2 business days' notice, the contractor and each subcontractor shall make available for inspection the records to the public body in charge of the project, its officers and agents, and to the Director of Labor and his deputies and agents at all reasonable hours at a location within this State. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department of the Department of Labor.

EXHIBIT 2

**KLF Enterprises Bid
(attached)**

4846-7420-4709, v. 1

CHAMLIN ASSOCIATES

ENGINEERS • SURVEYORS • PLANNERS

SPECIFICATIONS AND PROPOSAL FORM

VILLAGE OF DIAMOND

DISASTER/EMERGENCY DEBRIS REMOVAL

Contractor

KLF Enterprises
2044 W 163RD St., Suite 2
Mankham, IL 60428

REQUEST FOR BID

You are hereby invited to submit your bid for debris removal in the Village of Diamond. The project will be known as "Village of Diamond - Disaster/Emergency Debris Removal".

Bids will be accepted at the office of the Village Clerk, 1750 E. Division Street, Diamond, Illinois, until 10:00 a.m., Tuesday, June 23, 2015.

Specifications and proposal forms may be obtained at the offices of Chamlin & Associates, Inc., Consulting Engineers, 221 West Washington Street, P. O. Box 768, Morris, Illinois, at a non-refundable cost of \$10.00. Contractors that request specifications and proposal forms mailed to them will be charged the shipping costs.

If awarded, your bid will remain valid for one year from date of award. There is no guarantee made or implied that the Village will utilize any services.

Bidders are advised that this Contract will be subject to the Illinois Prevailing Wage Act.

The Village of Diamond reserves the right to accept or reject any or all bids and to waive technicalities.

BY ORDER OF MAYOR AND THE VILLAGE COUNCIL
DIAMOND, ILLINOIS

VILLAGE OF DIAMOND
DISASTER/EMERGENCY DEBRIS REMOVAL
SPECIFICATION PACKAGE

The purpose of this bid specification is to identify equipment and labor necessary for the removal of various types of debris resulting from a natural disaster or an emergency response incident.

The scope of work covers the equipment and operator(s) for hauling and disposal of various types of debris located on all public right-of-ways impacted within the Village of Diamond on an hourly basis depending on the requirements of the Village.

Trucks shall be a minimum of eight (8) wheel dump trucks. When hauling building debris truck beds shall be covered. All equipment utilized on public streets and thoroughfares shall have rubber tires. Other equipment may be used off-road to facilitate loading of debris.

Contractor shall provide a copy of all applicable licenses. Contractor must provide a copy of a current Certificate of Insurance listing the amounts and types of insurance carried. Before starting work the Contractor shall provide a Certificate of Insurance naming the Village as an Additional Insured Party. Insurance shall be in accordance with the following amounts:

Workmen's Compensation	Statutory
General Liability	\$1,000,000 each occurrence
Personal Injury	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
Automobile Liability	
Property Damage	\$1,000,000 each occurrence
Bodily Injury	\$1,000,000 each occurrence

Unit price per hour straight time basis for equipment and labor for:

1. Excavator Caterpillar 325 or equivalent with grapple/
and operator \$ 85.00 / 95.00 per hr.
2. Wheel Loader Cat 950 or equivalent/and operator \$ 85.00 / 95.00 per hr.
3. 85-100 cubic yard walking floor transfer trailer and/or
semi dump trailer and operator \$ 35.00 / 90.00 per hr.
4. Skid Steer/ and operator \$ 65.00 / 80.00 per hr.
5. Laborer Foreman \$ 70.00 per hr.
6. Laborer \$ 65.00 per hr.

Overtime:

- | | | | |
|-----------------|-----|------------------|---------|
| Operator | Add | \$ <u>110.00</u> | per hr. |
| Driver | Add | \$ <u>50.00</u> | per hr. |
| Laborer Foreman | Add | \$ <u>75.00</u> | per hr. |
| Laborer | Add | \$ <u>65.00</u> | per hr. |

Mobilization:

\$ 250.00 per hr.

Demobilization:

\$ 250.00 per hr.

ROLL-OFF DUMPSTERS

30 cubic yard roll-off dumpster boxes. Flat charge includes delivery, pick-up and all disposal fees on a per load basis.

\$ 475.00 per load

HAULING AND DISPOSAL OF DEBRIS

Price for loading, hauling, and disposing of debris created by a natural disaster or emergency response incident located on public right-of-ways within the Village of Diamond, including all transportation and tipping fees.

\$ 95.83 /ton

TREE REMOVAL

To provide services for tree removal in accordance within the scope of work under this contract.

At a minimum, each crew shall consist of:

- 2 Laborers
- 2 personnel with tree climbing capabilities
- 1 knuckle boom (or equivalent) or lift truck
- 2 chain saws
- Stump grinder
- Shredder/mulcher
- Misc. ropes, facale and small tools

Payment will be made for actual crew hours worked.

The Contractor shall specify the number of crews available:

2 Crews

Crew Rate per hour straight time:

\$1000.00 / each crew / per hour

Crew Rate per hour overtime add per hour:

\$ 500.00 / each crew / per hour

HAULING AND DISPOSAL OF VEGETATIVE DEBRIS (TREES, BRANCHES, STUMPS, ETC.) VEGETATION

Price for loading, hauling, and disposing of vegetative debris (trees, branches, stumps, etc.) located along all public right-of-ways within the Village of Diamond, including all transportation and tipping fees. Depending on the circumstances the Village may, or may not, have a designated burn site that can be utilized.

\$ 1,000.00 /cubic yard

HAULING AND DISPOSAL OF E-WASTE AND ELECTRICAL MATERIALS

Price for loading, hauling, and disposing of electrical material debris created by a natural disaster or emergency response incident located along public right-of-ways within the Village of Diamond, including all transportation and tipping fees.

\$ 75.00 /ton

TOWING

All automobiles, trucks, semi-trailers, motorcycles, ATV's, boats and other motor vehicles and equipment shall be removed by towing, placed on a flatbed or hauled from all public right-of-ways within the Village of Diamond to a location outside the natural disaster or emergency response incident area and held in a secure location.

\$ 212.50 /per item under 2,000 lbs.

\$ 212.50 /per item under 5,000 lbs. but more than 2,000 lbs.

\$ 312.50 /per item under 10,000 lbs. but more than 5,000 lbs.

\$ 375.00 /per item over 10,000 lbs.

UPON RECEIVING THE CALL FROM THE VILLAGE TO MOBILIZE, HOW LONG WILL IT TAKE FOR THE CONTRACTOR TO MOBILIZE , ARRIVE ON SITE, AND BEGIN WORKING

2 hours

BIDDER is:

An Individual

By _____ (SEAL)
(Individual's Name)

Doing Business As _____
Business Address _____

Phone Number _____

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner)

Business Address _____

Phone Number _____

A Corporation

By KLF Enterprises
(Corporation Name)

Illinois
(State of Incorporation)

By James Bracken James Brack
(Name of Person Authorized to Sign)

President
(Title)

(Corporate Seal)

Attest James Brack
(Secretary)

Business Address 2044 W 163RD St., Suite 2
Markham, IL 60428

Phone Number 708-825-1439

A Joint Venture

By _____
(Name)

(Address)

By _____
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

IF THE VILLAGE HAS A DESIGNATED BURN SITE THE CONTRACTOR SHALL WHEN POSSIBLE SORT OUT BURNABLE DEBRIS AND BURNABLE CONSTRUCTION DEBRIS AND TRANSPORT IT TO THE BURN SITE. ALL REMAINING DEBRIS SHALL BE COMPACTED AND TRANSPORTED TO A LANDFILL IN COMPLIANCE WITH IEPA REGULATIONS.

NO SUBCONTRACTS SHALL BE AWARDED AS PART OF THIS CONTRACT.

THE VILLAGE RESERVES THE RIGHT TO AWARD MULTIPLE CONTRACTS.

THE VILLAGE RESERVES THE RIGHT TO AWARD SOME OR PART OF THIS BID AS REQUIRED.

THE VILLAGE RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

IF AWARDED, YOUR BID WILL REMAIN VALID FOR ONE YEAR FROM DATE OF AWARD.

THERE IS NO GUARANTEE MADE OR IMPLIED THAT THE VILLAGE WILL UTILIZE ANY SERVICES ESTABLISHED THROUGH THIS AGREEMENT. THE VILLAGE'S REQUIREMENTS WILL DICTATE WHETHER SERVICES WILL ACTUALLY BE UTILIZED. THE VILLAGE DOES NOT GUARANTEE A MINIMUM.

THIS AGREEMENT MAY BE TERMINATED AT ANY TIME FOR THE CONVENIENCE OF THE VILLAGE OF DIAMOND. IF THIS CLAUSE IS EXECUTED, THE VILLAGE OF DIAMOND AGREES TO PAY THE CONTRACTOR FOR ALL WORK COMPLETED THROUGH THE TERMINATION DATE, AS WELL AS ANY DEMOBILIZATION COSTS THAT WERE A PART OF THE ORIGINAL CONTRACT.

THE TOTAL AMOUNT OF THIS AGREEMENT SHALL NOT EXCEED \$20,000. IF THAT CAP IS REACHED, NO BILLINGS IN EXCESS OF THAT AMOUNT ARE TO BE SUBMITTED PENDING A REVIEW OF THE WORK ACCOMPLISHED AND WORK COMPLETED. AS A PART OF THAT REVIEW, A DETERMINATION WILL BE MADE AS TO THE WORK REMAINING. IF APPROVED, THE AGREEMENT CAN BE MODIFIED IN WRITING TO ALLOW FOR ADDITIONAL CHARGES.

CONTRACTOR SHALL ABIDE BY ALL FEDERAL, STATE AND MUNICIPAL LAWS, ORDINANCES, RULES AND REGULATIONS, STATUTES, ACTS, STANDARDS, POLICIES, ORDERS, CODES AND REQUIREMENTS OF ALL AUTHORITIES HAVING JURISDICTION SHALL APPLY TO THE AGREEMENT AND ARE DEEMED TO BE INCLUDED HEREIN THE SAME AS THOUGH HEREIN WRITTEN OUT IN FULL, INCLUDING BUT NOT LIMITED TO SECTION 306 OF THE CLEAN AIR ACT, SECTION 508 OF THE CLEAN WATER ACT, EXECUTIVE ORDER 11738, ENVIRONMENTAL PROTECTION AGENCY REGULATIONS, EQUAL EMPLOYMENT OPPORTUNITY, PREVAILING WAGE ACT, ETC.

THE CONTRACTOR SHALL COOPERATE FULLY WITH THE VILLAGE OF DIAMOND DEBRIS MANAGER, FEMA AND IEMA REPRESENTATIVES.

THE CONTRACTOR AGREES TO PROVIDE ACCESS TO THE VILLAGE, THE FEDERAL GRANTOR AGENCY, THE COMPTROLLER GENERAL OF THE UNITED STATES, OR ANY OF THEIR DULY AUTHORIZED REPRESENTATIVES TO ANY BOOKS, DOCUMENTS, PAPERS,

COMPUTER FILES, AND RECORDS OF THE CONTRACTOR WHICH ARE DIRECTLY PERTINENT TO THIS CONTRACT FOR THE PURPOSE OF MAKING AUDIT, EXAMINATIONS, EXCERPTS, AND TRANSCRIPTIONS.

THE CONTRACTOR MUST RETAIN ALL REQUIRED RECORDS FOR A PERIOD OF THREE (3) YEARS AFTER THE VILLAGE MAKES FINAL PAYMENT AND ALL OTHER PENDING MATTERS ARE CLOSED.

INDEMNIFICATION

CONTRACTOR SHALL DEFEND, INDEMNIFY, KEEP AND SAVE HARMLESS THE VILLAGE OF DIAMOND, ITS AGENTS, EMPLOYEES AND REPRESENTATIVES AGAINST ALL SUITS, CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY FEES, CAUSED BY, GROWING OUT OF, OR INCIDENTAL TO, THE PERFORMANCE OF THE WORK UNDER THIS AGREEMENT BY THE CONTRACTOR TO FULL EXTENT ALLOWED BY THE LAWS OF THE STATE OF ILLINOIS AND NOT BEYOND ANY EXTENT WHICH WOULD RENDER THESE PROVISIONS VOID OR UNENFORCEABLE.

VENUE FOR LAWSUITS

The parties to this contract agree that if any dispute arising from the pursuit of said contract requires the filing of a lawsuit, venue for such lawsuit shall be in the Circuit Court of Grundy County, Illinois. This shall include any cause of action arising out of performance or non-performance of anything required under this contract or any injury suffered by or caused by any party, employee, agent, subcontractor or any other person arising out of the work or conduct required to be performed under this contract.

SUBSTANCE ABUSE PREVENTION PROGRAM

Before the Contractor and any subcontractor commences work, the Contractor and any subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in Public Act 95-0635 as enacted by the Illinois General Assembly or shall have a collective bargaining agreement in effect dealing with the subject matter of Public Act 95-0635.

The Contractor and any subcontractor shall file with a public body: a copy of the substance abuse prevention program along with a cover letter certifying that their program meets the requirements of the Act, or a letter certifying that the Contractor or a subcontractor has a collective bargaining agreement in effect dealing with the subject matter of this Act.

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