



# Agenda Item Executive Summary

Item Name    2022-24 Street Sweeping Program Award    Committee or Board    Board

## BUDGET IMPACT

Amount:    \$109,875    Budgeted    N/A

List what fund    General

## EXECUTIVE SUMMARY

As directed in the Strategic Plan, staff continuously looks to improve service delivery methods. Due to a recent retirement of an employee, staff began looking into utilizing a contractor to perform the street sweeping services throughout the Village. The Village posted a Notice to Bidders and sent out proposals for street sweeping services on February 23, 2022 with bids due March 3<sup>rd</sup> at 10am. Of the six (6) contractors that picked up bids one (1) was returned. LRS Holdings, LLC (LRS CleanSweep) submitted the lone bid at a price of \$109,875 for each year of the program. The bid tab and bid are attached for review.

This program is scheduled for a three (3) year term, with an option at the end of the third year to extend it further with Board approval. The program would increase our annual sweeping of the whole village from an average of four (4) times up to eleven (11), with the highest concentration during the fall. The contract would also allow for additional sweeping if deemed necessary. Utilizing this service would allow Public Works to sell one of its sweepers, which would assist in paying for this program, as well as saving money on operations and maintenance of the large piece of equipment.

LRS CleanSweep currently does the street sweeping for the Village of South Elgin (since 2008) and the cities of Geneva (2012) and St. Charles (2013). We checked with them and they all said they did a good job. We also compared prices and found ours to be comparable.

## RECOMMENDATION

Staff recommends entering into the professional services agreement between LRS Holdings, LLC and the Village of Bartlett for the Village Street Sweeping Program.

## ATTACHMENTS (PLEASE LIST)

Memo  
Bid Tab  
Resolution  
Agreement

## ACTION REQUESTED

For Discussion Only

✓ Resolution

Ordinance

✓ Motion: MOVE TO APPROVE RESOLUTION #2022-\_\_\_\_-R, A RESOLUTION APPROVING OF THE CONTRACT FOR THE VILLAGE STREET SWEEPING PROGRAM BETWEEN THE VILLAGE OF BARTLETT AND LRS HOLDINGS, LLC DBA LRS CLEANSWEEP.

Staff:    Dan Dinges, Director of Public Works    Date:    3/7/2022

# Memo

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**To:** Paula Schumacher, Village Administrator  
**From:** Tyler Isham, Assistant Director of Public Works  
**Subject:** 2022-24 Street Sweeping Program Award  
**Date:** March 7, 2022

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As directed in the Strategic Plan, staff continuously looks to improve service delivery methods. Due to a recent retirement of an employee, staff began looking into utilizing a contractor to perform the street sweeping services throughout the Village. The Village posted a Notice to Bidders and sent out proposals for street sweeping services on February 23, 2022 with bids due March 3<sup>rd</sup> at 10am. Of the six (6) contractors that picked up bids one (1) was returned. LRS Holdings, LLC (LRS CleanSweep) submitted the lone bid at a price of \$109,875 for each year of the program. The bid tab and bid are attached for review.

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## **RECOMMENDATION**

Staff recommends entering into the professional services agreement between LRS Holdings, LLC and the Village of Bartlett for the Village Street Sweeping Program.

## **MOTION**

**I MOVE TO APPROVE RESOLUTION #2022-\_\_\_\_-R, A RESOLUTION APPROVING OF THE CONTRACT FOR THE VILLAGE STREET SWEEPING PROGRAM BETWEEN THE VILLAGE OF BARTLETT AND LRS HOLDINGS, LLC DBA LRS CLEANSWEEP.**

VILLAGE OF BARTLETT



Bartlett 2022-2024 Street Sweeping Program  
 BID TABULATION

March 3, 2022

Lakeshore Recycling  
 Systems CleanSweep

Item No.	Items	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
<b>BASE BID</b>									
1	Street Sweeping Curbed	EACH	11	\$5,700.00	\$106,700.00		\$0.00		\$0.00
2	Street Sweeping Non-Curbed	EACH	1	\$375.00	\$375.00		\$0.00		\$0.00
3	Street Sweeping Commuter Parking Lots & Village Parking Lots	EACH	7	\$400.00	\$2,800.00		\$0.00		\$0.00
<b>Additional Prices</b>									
4	Special Sweeping (2 Hr. Minimum) Reg. Hrs.	HR	If Nec.	\$135.00					
5	Special Sweeping (2 Hr. Min.) OT Hours	HR	If Nec.	\$150.00					
6	Additional Street Sweeping Curbed	EACH	If Nec.	\$5,700.00					
7	Additional Street Sweeping Non-Curbed	EACH	If Nec.	\$375.00					
AS READ TOTAL for Base Bid				\$109,875.00			\$0.00		\$0.00
<b>TOTAL</b>					\$109,875.00		\$0.00		\$0.00

**RESOLUTION 2022 - \_\_\_\_\_**

**A RESOLUTION APPROVING OF THE CONTRACT FOR THE BARTLETT STREET SWEEPING PROGRAM AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND LRS CLEANSWEEP**

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**BE IT RESOLVED** by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

**SECTION ONE:** The Contract for the Street Sweeping Program in the Village of Bartlett, dated March 15, 2022, between the Village of Bartlett and LRS Holding LLC, DBA LRS CleanSweep (the "Contract"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

**SECTION TWO:** That the Village President and the Village Clerk is hereby authorized and directed to sign and attest, respectively, the Contract on behalf of the Village of Bartlett.

**SECTION THREE: SEVERABILITY.** The various provisions of this Resolution are to be considered as severable, and of any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

**SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS.** All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

**SECTION FIVE: EFFECTIVE DATE.** This Resolution shall be in full force and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: March 15, 2022

APPROVED: March 15, 2022

\_\_\_\_\_  
Kevin Wallace, Village President

ATTEST:

\_\_\_\_\_  
Lorna Giles, Village Clerk

#### CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2022 - \_\_\_\_\_ enacted on March 15, 2022, and approved on March 15, 2022, as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Giles, Village Clerk

## STANDARD VILLAGE CONTRACT

CONTRACT NO. \_\_\_\_\_ FOR PROFESSIONAL SERVICES

THIS CONTRACT is made and entered into by and between the Village of Bartlett, a body politic and corporate (hereinafter the "Village"), and LRS CleanSweep (hereinafter "Consultant").

### WITNESSETH:

WHEREAS, the Village of Bartlett (hereinafter "Village") has determined that it is reasonable, necessary and desirable to obtain the services of a firm to provide street sweeping services associated with LRS CleanSweep to the Village; and

WHEREAS, LRS CleanSweep (hereinafter "Consultant") agrees to provide the necessary engineering services upon the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, the parties agree as follows:

1. Scope of Services. Village hereby retains Consultant, and Consultant hereby agrees to act as the independent contractor for the Village performing those engineering services, which are described in the Scope of Services Exhibit (hereinafter the "Work"), attached hereto and incorporated herein as if fully set forth as Exhibit A.

2. Standard of Care. Consultant represents and warrants that it shall perform its services in a manner consistent with the level of care and skill customarily exercised by other professional consultants under similar circumstances at the time the services are performed. Where this Agreement is inconsistent with any provision of Exhibit A this Agreement shall control.

3. Compensation. The Village shall pay the Consultant an amount not to exceed \$109,875. A breakdown of these fees by task is summarized in the Scope of Services Exhibit. Consultant shall submit itemized invoices containing sufficient detail of the Work performed to

enable the Village to properly evaluate the payout request and the Village shall pay Consultant in accordance with the Local Government Prompt Payment Act.

4. Term of Agreement. The term of this Agreement shall be for a period of 3 years terminating 2/8/2025, unless terminated earlier by either party pursuant to Paragraph 11 and provided the term of the Agreement may be extended upon mutual written agreement.

5. Additional Services. Additional services that are not part of the Work may be assigned subject to prior written approval or direction of the Village. Payment for additional services shall be as mutually agreed upon by the parties before the commencement of any additional services. Any additional services shall be subject to the terms and conditions of this Agreement.

6. Hold Harmless and Indemnification. Consultant shall defend, hold harmless and indemnify the Village, its officers, agents, employees and elected officials, from any loss, damage, demand, liability, cause of action, fine, judgment or settlement, together with all costs and expenses related thereto (including reasonable expert witness and attorney fees), that may be incurred as a result of bodily injury, sickness, death or property damage or as a result of any other claim or suit of any nature whatsoever arising from or in any manner connected with, directly or indirectly, the negligent acts, errors, omissions, or intentional acts or omissions of Consultant in performing the services provided for in this Contract. The obligation on the part of the Consultant to defend, hold harmless and indemnify the Village shall survive the expiration or termination of this contract.

7. Insurance. Unless otherwise authorized in writing by the Village Administrator, Consultant shall purchase and maintain during the term of this Contract insurance coverage which will satisfactorily insure Consultant and, where appropriate, the Village against claims and liabilities which may arise out of the services referred to in this Contract. Such insurance shall be issued by companies authorized to do business in the State of Illinois and approved by the Village. The insurance coverages shall include, but not necessarily be limited to, the following:

(A) Worker's Compensation insurance with limits as required by the applicable statutes of the State of Illinois. The Employer's Liability coverage under the Worker's Compensation policy shall have limits of not less than \$1,000,000 each accident/injury; \$1,000,000 each employee/disease; \$1,000,000 policy limit.

(B) Commercial general liability insurance protecting Consultant against any and all public liability claims which may arise in the course of performance of this Contract. The limits of liability shall be not less than \$1,000,000 each occurrence bodily injury/property damage combined single limit and \$3,000,000 aggregate bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the Village as an additional insured.

(C) Commercial automobile liability insurance covering Consultant's owned, non-owned and leased vehicles which protects Consultant against automobile liability claims whether on or off of the Village's premises with coverage limits of not less than \$1,000,000 per accident bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the Village as an additional insured.

(D) Umbrella or Excess liability insurance with limits of not less than \$1,000,000 per occurrence bodily injury/property damage combined single limit. The Umbrella or Excess coverage shall apply in excess of the limits stated in subparagraphs (B) and (C) above, and shall either include an endorsement naming the Village as an additional insured or provide "following form" coverage for the primary insurance.

(E) Professional liability insurance with limits of not less than \$1,000,000 per claim covering Consultant against all sums which Consultant may become obligated to pay on account of any liability arising out of the performance of the professional services for the Village under this Contract when caused by any negligent act, error or omission of Consultant or of any person employed by Consultant or any others for whose actions Consultant is legally liable.

The professional liability insurance shall remain in force for a period of not less than four years after the completion of the services to be performed by Consultant under this Contract.

8. Evidence of Insurance. Consultant shall furnish the Village with a certificate of insurance and, upon the Village's request, copies of all insurance policies and endorsements thereto evidencing the coverages stated above. The insurance certificates and policies shall provide that no cancellation or modification of the policies shall occur without at least 30 days' written notice to the Village. Consultant shall not commence any services under this Contract until evidence of the required insurance is received and approved by the Village. The Village shall be named on the policies required by Section 5 subsections (B) and (D) as additional insured. No policy shall require contribution by the Village's insurance.

9. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, rules and regulations, and with all Village ordinances, rules and regulations now in force or hereafter enacted in the performance of the services required under this Contract.

10. Control of Services. The Village shall not be responsible for or have control over the means, methods, techniques or procedures with respect to the performance by Consultant of the services in this Contract.

11. Termination of Contract. If Consultant fails to perform according to the terms set forth herein, the Village may terminate this Contract upon seven days' written notice to Consultant. This Agreement may be terminated by the Village without cause upon fourteen days written notice. In the event of a termination, the Village shall pay Consultant for the services performed and expenses incurred as of the effective date of termination, less any sums attributable, directly or indirectly, to Consultant's breach. The written notice required under this paragraph shall be either (a) served personally during regular business hours; (b) served by facsimile during regular business hours; (c) served by certified or registered mail, return receipt requested, addressed to the address listed at the end of this contract with postage prepaid and deposited in the United States mail or by e-mail sent to the Consultant's Project Manager.

Notice served personally, by facsimile transmission or e-mail shall be effective upon receipt, and notice served by mail shall be effective upon receipt as verified by the United States Postal Service. Consultant shall provide the Village with its Project Manager's e-mail address upon its execution of this Agreement.

12. Ownership of Documents & Release of Information. All records, reports, tests, studies, documents, data or other information, regardless of whether in written, electronic or other format, prepared or generated by Consultant in connection with performing the services provided for herein shall be regarded as the property of the Village and shall not be utilized by Consultant in any manner on other projects or distributed to third parties without the prior consent of the Village. In addition, any information provided by the Village to Consultant in connection with Consultant's performance of the services provided for herein and all information associated with Consultant's work product shall remain confidential and shall not be disclosed to any third party without the prior written consent of the Village.

13. FOIA. Consultant agrees to furnish all records related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1, et/ seq.) (hereinafter "FOIA") request within five business days after Village issues notice of such request to the Consultant. Consultant's fees for FOIA disclosure shall be consistent with the requirements set forth by the FOIA.

14. Integration. The provisions set forth herein represent the entire agreement between the parties and supersede all prior agreements, promises and representations, as it is the intent of the parties to provide for a complete integration within the terms of this Contract. This Contract may be modified only by a further written agreement between the parties, and no modification shall be effective unless properly approved and executed by each party.

15. Exclusive Jurisdiction. Any disputes under this Agreement shall be in the 18<sup>th</sup> Judicial Circuit Court, Wheaton, DuPage County, Illinois.

IN WITNESS WHEREOF, the parties have entered into this Contract as of the 15 day  
of March, 2022.

VILLAGE OF BARTLETT  
228 S. MAIN STREET  
BARTLETT, IL 60103

COMPANY NAME LRS CleanSweep  
ADDRESS 6600 Pearl Street  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP Rosemont, IL 60018

BY: \_\_\_\_\_  
Village President

BY: \_\_\_\_\_ Jennifer Torme,  
(INSERT)

ATTEST: \_\_\_\_\_  
Clerk

ATTEST: \_\_\_\_\_ Jim Engineer



**EXHIBIT A**

**VILLAGE OF BARTLETT  
CONTRACT/PROPOSAL FOR 2022 - 2024 STREET SWEEPING PROGRAM**

Full name of Bidder: LRS CleanSweep ("Bidder")  
Principal office address: 5500 Pearl Street, Rosemont, Illinois 60018  
Local office address: 1655 Powis Road, West Chicago, Illinois 60185  
Contact person: Jim Engineer  
Telephone number: 773/951-4655  
Email: jengineer@lrsrecycles.com

TO: Village of Bartlett ("Owner")  
228 S. Main St.  
Bartlett, IL 60103

Attention: Dan Dinges  
Director of Public Works

**Bidder warrants and represents that Bidder has carefully examined all work sites as described and their environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents.**

## BIDDER'S INFORMATION

Bidder's status: (x) Delaware Corporation ( ) \_\_\_\_\_ Partnership  
(State) (State)

( ) \_\_\_\_\_ Individual Proprietor  
(State)

Bidder's Name: LRS Holding LLC

Doing Business As (if different): LRS CleanSweep

Signature of Bidder or Authorized Agent: \_\_\_\_\_

Printed Name: Jennifer Torme

Title/Position: CleanSweep Operations Manager



Bidder's Business Address: 5500 Pearl Street, Rosemont, Illinois 60018

CleanSweep Operations: 1655 Powis Road, West Chicago Illinois 60185

Bidder's Business Telephone: CleanSweep hotline: 833/222-2260

Bidder's Business Email: CleanSweep team email: cleansweep@lrsrecycles.com

If a Corporation or Partnership, list all Officers or Partners:

NAME	TITLE	ADDRESS
Alan T. Handley	President, CEO	5500 Pearl Street, Rosemont
John Larsen	Chief Operating Officer	5500 Pearl Street, Rosemont
Tom Martin	Chief Financial Officer	5500 Pearl Street, Rosemont
Brian Grosse	Vice President, CleanSweep	5500 Pearl Street, Rosemont

## REFERENCES

All bidders are required to furnish three (3) current municipal government references for clients who presently are using your services.

Municipality: Village of South Elgin Date of Services:  
2008 (Hoving) to present  
Contact Name: Scott Fish  
Address: 1000 Bowes Road  
South Elgin IL 60177  
City State Zip  
Phone: 847/695-2742  
Email: sfish@southelgin.com

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Municipality: City of Geneva Date of Services:  
2012 (Hoving) to present  
Contact Name: Nate Landers  
Address: 1800 South Street  
Geneva IL 60134  
City State Zip  
Phone: 630/232-1502  
Email: nlanders@geneva.il.us

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Municipality: City of St. Charles Date of Services:  
2013 (Hoving) to present  
Contact Name: Tony Bellafiore  
Address: 2 E. Main Street  
St. Charles IL 60174  
City State Zip  
Phone: 630/377-4462  
Email: tbellafiore@stcharlesil.gov

## **I. WORK PROPOSAL**

**A. Contract and Work.** If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder, shall at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract/Proposal and the Village's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work." See standard Village Contract in attachment N.

1. **Contract term.** March 15, 2022 – February 28, 2025 (Includes the 2022-2024 sweeping seasons). Either party may terminate this contract, without cause, anytime during the contract term by notifying the other party in writing of its intent to terminate not less than 60 days prior to the effective date of termination. If this contract is still in effect after February 28, 2025 the contract period may be extended for two years if the Village approves a bid waiver and the two-year contract extension.
2. **Labor, equipment, materials and supplies.** Provide, perform, and complete, in the manner specific and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data and other means and items necessary for street sweeping services for the Village of Bartlett.
3. **Permits and licensing.** Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therein with;
4. **Bonds and insurance.** Procure and furnish all bonds and all Certificates of Insurance specified in this Contract/Proposal;
5. **Taxes.** Pay all applicable federal, state, and local taxes;
6. **Miscellaneous.** Do all other things required of Bidder by this Contract/Proposal.
7. **Quality.** Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with the Special Provisions for the 2022 – 2024 Street Sweeping Program.
8. **Exclusions.** Please list any exclusions not included in your proposal and return them with this Contract/Proposal and any other company information, to the Bartlett Village Hall, 228 S. Main St., Bartlett, Illinois 60103 by the due date and time of the bid opening.

**B. Performance Standards.** If this Contract/Proposal is accepted, Bidder proposes, and agrees, that all work shall be fully provided, performed, and

completed in accordance with the Special Provisions for the 2022 – 2024 Street Sweeping Program of this Bid Document.

**C. Responsibility for Damage or Loss.** If this Contract/Proposal is accepted, if at any time there is evidence of any claims for which the Bidder/Contractor is or may be liable or responsible hereunder, the Bidder/Contractor shall promptly settle or otherwise dispose of the same, and until such claims are settled or disposed of, the Village may retain from any moneys due the Bidder/Contractor an amount which would settle or otherwise dispose of such claims and pay the costs and expenses, including attorney's fees and expenses, of defending any actions brought to enforce the same or incurred in connection therewith or by reason thereof.

**D. Inspection/Testing/Rejection.** The Village shall have the right to inspect all or any part of the work and to reject all or any part of the Work that is, in the Village's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract/Proposal and the Village, without limiting its other rights or remedies, may require correction or replacement at the Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective or damaged, or nonconforming and charge the Bidder with any excess cost incurred thereby, or cancel or any part of any order of this Contract/Proposal. Work so rejected may be returned or held at the Bidder's expense and risk.

## **II. CONTRACT PRICE PROPOSAL**

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that the Bidder shall take in full payment for all Work or other matters set forth under Section I above, including overhead and profit; taxes, contributions, and premiums, and compensation to all subcontractors and suppliers; and the compensation set forth below.

### **A. Schedule of Prices (Attachment A)**

### **B. Basis for Determining Prices**

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change for the first year of the contract.
2. Commencing on January 1, 2023 and for each year of the Contract thereafter, the Contractor shall have the ability to increase its Schedule of Prices in an amount not to exceed the Chicago Area Price Consumer Price Index – All (CPI-U) for the prior twelve months.
3. The Village is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and

4. All other applicable federal, state, and local taxes of every kind and nature applicable to taxes of every kind and nature applicable to the Work are included in the Schedule of Prices.

### **III. FINANCIAL ASSURANCE**

**A. Insurance.** If this Contract/Proposal is accepted, the Contractor shall provide insurance necessary to protect and save harmless the Village of Bartlett. The Contractor agrees to purchase a policy of insurance prior to commencing work. The Contractor shall provide the Village with the Certificate of Insurance for this service including any declarations and endorsements. The minimum amount of insurance shall be as follows: No restrictions on occurrence limits will be permitted. The Certificate of Insurance shall also include as additionally insured the Village of Bartlett, 228 S. Main St., Bartlett, Illinois 60103 and entities, not employed by the Village. The Certificate of Insurance shall be provided within ten (10) days following the Village's acceptance of this Contract/Proposal.

The Contractor shall, prior to and at all times while providing, performing, or completing the work for the Village, procure, maintain, and keep in force, at the Contractor's expense, all insurance necessary to protect and save harmless to the Village, the work sites and sweeping routes, and all property located at or about the work sites and sweeping routes, including but not limited to the insurance coverage specified below.

1. Commercial General Liability: \$3,000,000 combined single limit per occurrence for bodily injury, and property damage and \$500,000.00 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$3,000,000 or a project/contract specific aggregate of \$1,000,000.
2. Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
3. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
4. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per each accident - injury, per each employee - disease and disease - policy.

**B. Indemnification and hold harmless provision.** To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village of Bartlett, its officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village of Bartlett, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village of Bartlett, its employees or agents, the Contractor shall, at

its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village of Bartlett, its officials, employees and agents, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

- C. Penalties.** If this Contract/Proposal is accepted Bidder proposes, and agrees, that the Bidder shall solely be liable for any fines or civil penalties that are imposed by any governmental and quasi-governmental agency or body that may arise, or be alleged to have arise, out of or in connection with the Bidder's performance of, or failure to perform, the Work or any part thereof.

#### **IV. FIRM PROPOSAL**

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided the Village accepts this Contractor/Proposal within sixty (60) days after the date this sealed Contract/Proposal is opened.

#### **V. BIDDER'S REPRESENTATIONS AND WARRANTIES**

In order to induce the Village to accept this Contract/Proposal, the Bidder hereby represents and warrants as follows:

- A. The Work.** The Work, and all of its components, shall be of commercially acceptable quality, shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract/Proposal, including, without limitation, the performance standards set forth in the Special Provisions for the 2022 – 2024 Street Sweeping Program of this Contract/Proposal; and shall be fit, sufficient, and suitable for the purpose expressed in, or reasonably inferred from, this Contract/Proposal and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto the Village.
- B. Compliance with the Law.** The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, and orders, rules, and regulations, as they may be modified or amended from time-to-time, including without limitation the Prevailing Wage Act, 820 ILCA 130/0.01 et seq; any other prevailing wage laws, any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.
- C. Not Barred.** Bidder is not barred by law from contracting with the Village or any other unit of state or local government as result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCA 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4

of Article 33 of the Criminal Code of 1961, 720 ILCAS 5/33E-1 et seq; or (iii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Bidder is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation names by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

- D. **Qualified.** Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Schedule of Prices and Timing Proposals set forth in the Special Provisions for the 2022 – 2024 Street Sweeping Program. The Bidder will have seven years' experience in street sweeping operations and have been in business for a minimum of five years.

#### **VI. PAYMENT REQUESTS**

In order to insure payment from the Village of Bartlett the Contractor is required to:

- A. **Timing.** The Contractor must, upon completion of the monthly street sweeping services or after a special event should submit an invoice.
- B. **Required Information.** All invoices are required to have the following information on them:
1. Contractor name, address and telephone number
  2. Invoice number
  3. Purchase Order Number
  4. Date and time of service
  5. Description of service
  6. Sweep ticket numbers applicable to each monthly sweep or call out or special event.
  7. Total amount of compensation due.
- C. **Invoices.** Invoices should be addressed and mailed to or emailed to [ddinges@bartlett.il.gov](mailto:ddinges@bartlett.il.gov):

Bartlett Public Works Department  
1150 Bittersweet Dr.  
Bartlett, IL 60103

## **VII. ACKNOWLEDGEMENTS**

In submitting this Contract/Proposal, Bidder acknowledges and agrees that:

- A. Reliance.** The Village is relying on all warranties, representations, and statements made by Bidder in this Contract/Proposal.
- B. Reservation of Rights.** The Village reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as set forth in the Instructions to Bidders.
- C. Acceptance.** If this Contract/Proposal is accepted, Bidder shall be bound by each and every term, condition or provision contained in this Contract/Proposal and in the Village's written notification of acceptance in the form included in this bound set of documents.
- D. Remedies.** Each of the rights and remedies reserved to the Village in this Contract/Proposal shall be cumulative and additional to any other or further remedies provided in law or equity in this Contract/Proposal.
- E. Time.** Time is of the essence of this Contract/Proposal and, except where stated otherwise, references in this Contract/Proposal to days shall be construed to refer to calendar days.
- F. Failure to Perform.** If the Contractor fails to complete all the Work or fails to meet the deadlines stipulated in this Contract, the Village may choose to penalize up to 20% deduction from the amount owed for street sweeping services. If any time the Village feels that the Contractor is not capable of meeting the requirements of this Contract, the Village may elect to terminate this Contract.
- G. No Waiver.** No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the Village, whether before or after the Village's acceptance of this Contract/Proposal; nor any information or data supplied by the Village, whether before or after the Village's acceptance of this Contract/Proposal; nor any order by the Village for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by the Village; nor any extension of time granted by the Village; nor any delay by the Village; nor any extension of time granted by the Village; nor any delay by the Village in exercising any right under this Contract/Proposal; nor any other act or omission of the Village shall constitute or be deemed to be an acceptance of any defective, or damaged or nonconforming Work, nor operated to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or any requirement or provision of this Contract/Proposal; or any remedy, power, or right of the Village.
- H. Severability.** The provisions of this Contract/Proposal shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract/Proposal shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the

remaining part of such provision, nor the validity of any other provisions of this Contract/Proposal shall be in any way affected thereby.

- I. **Amendments.** No modification, addition, deletion, revision, alteration, or other change to this Contract/Proposal shall be effective unless and until such change is reduced in writing and executed and delivered by the Village and Bidder.
- J. **Assignment.** Neither this Contract/Proposal, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of the Village.
- K. **Governing Law.** This Contract/Proposal and the rights of the parties under this Contract/Proposal shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois.
- L. **Award of Contract.** The Contract shall be awarded to the lowest, responsible bidder for providing services as listed in the Schedule of Prices, Attachment A, and all three reference checks confirm that the municipal government reference issues a "satisfactory, would rehire contractor" recommendation.

## **SPECIAL PROVISIONS**

### **SCOPE OF WORK**

The Contractor shall provide street sweeping services for the streets, cul-de-sacs, and parking lots shown in the attachments and special events as determined by the Village. These services aid in keeping the streets clean and operable, and help the Village comply with NPDES and other local, State, and Federal regulations. The Village has:

- Approximately 139 curbed miles (278 miles of curb)
- Approximately 8 non-curbed miles
- Commuter parking lots and Village parking lots

### **MATERIALS EQUIPMENT AND LABOR**

The Village requires the use of a Regenerative Air Sweeper/Vacuum Sweeper, which is more environmentally friendly by not emitting particles and polluted air back into the environment.

The Village of Bartlett reserves the right to determine that the Bidder/Contractor's resources, Attachment E and experiences are more than enough to meet and/or exceed the performance standard set forth in this Contract/Proposal.

**The Contractor will not be paid for sweepings that are not listed on the annual sweeping schedule or request for sweepings that are NOT called in by the Village of Bartlett.**

The Contractor shall sweep each street as many times as necessary until clean, except in the case of adverse weather conditions such as heavy rains, extreme cold and snow and other inclement weather as designated by the Village.

The Village will provide water and a dumpster at the Public Works Facility located at 1150 Bittersweet Dr., Bartlett, Illinois. **Drivers must submit to the Public Works Department, upon completion of their routes, a ticket with the date the routes were completed, and the number of gallons of water used.**

### **EMERGENCY PROCEDURES**

The Contractor shall provide at least two emergency contact names and numbers for street sweeping work. In the event the emergency contact is notified of an emergency or a situation that requires attention after normal work hours; the Contractor shall be on site within one hour. **Contractor must complete the Emergency Contact Information Attachment F.**

### **WORK SITES AND ROUTES**

See Attachments for maps of street sweeping Work Sites.

- A. **WORK SITES (Attachment D)**  
A - Commuter parking lots.  
B - Other Village Parking Lots.

Unless specified in the TIMING section the Village will not dictate to the Contractor which day of the designated sweeping week a particular Route or Work Site must be completed. It is up to the Contractor to decide logistically what works best for their operation.

#### TIMING

It is expected that street sweeping will be completed in a very timely manner. On the first day of each scheduled visit for sweeping, the Contractor is required to be on-site at 4:30 a.m. to address the downtown commercial area and commuter and other parking lots before parking becomes an issue. Also, no sweeping will be allowed on streets the same day as garbage pickup which is currently on Tuesdays.

All work shall be done Monday through Friday and no work shall be allowed on Saturday and Sunday without approval from the Village. The Contractor is expected to finish all Work Sites and Routes in the week called-out in Attachment C. **Overlapping of a sweep into the following week will not be allowed.**

#### PRECAUTIONS

**Caution shall be exercised when sweeping to avoid damaging parked vehicles, traffic signals, mailboxes, traffic signage, garbage cans, sod, etc. Costs to repair damages caused by the Contractor will be the responsibility of the Contractor.**

#### BASE BID AND ADDITIONAL PRICES

The Contractor shall provide unit prices for the base bid and additional prices in the schedule of prices (Attachment A). The contract will be awarded based on the base bid amount. Additional price items may be added to the contract by the Village as necessary for additional services, special events or if the service level increases.

#### **Base Bid**

##### STREET SWEEPING CURBED (Pay Item No. 1, Base Bid)

This work shall consist of sweeping all the curbed streets shown in Attachment B. A schedule of how many sweeps and when the curbed streets shall be swept is shown in Attachment C. Two additional sweeps will be scheduled in the fall on a "to be determined" basis depending when the trees begin to lose their leaves. The Contractor will be given a minimum of one week's notice prior to the "to be determined" sweeps being scheduled. This is to allow the contractor time to schedule all necessary men and equipment to complete the sweeps. The scheduled and "to be determined" sweeps will be paid for at the contract unit price per each sweep for STREET SWEEPING CURBED and shall include all labor, materials, and equipment necessary to complete this work.

**STREET SWEEPING NON-CURBED (Pay Item No. 2, Base Bid)**

This work shall consist of sweeping all the non-curbed streets shown in Attachment B. A schedule of how many sweeps and when the non-curbed streets shall be swept is shown in Attachment C. This work will be paid for at the contract unit price per each sweep for STREET SWEEPING NON-CURBED and shall include all labor, materials, and equipment necessary to complete this work.

**STREET SWEEPING COMMUTER AND VILLAGE PARKING LOTS (Pay Item No. 3 Base Bid)**

This work shall consist of sweeping the commuter parking lots and other Village parking lots shown in "Street Sweeping Work Sites" map, Attachment D. A schedule of how many sweeps and when the parking lots shall be swept is shown in attachment C. This work will be paid for at the contract unit price per each sweep for STREET SWEEPING COMMUTER PARKING LOT AND VILLAGE PARKING LOTS and shall include all labor, materials, and equipment necessary to complete this work.

**Additional Prices**

**SPECIAL SWEEPING (2-HOUR MINIMUM) REGULAR HOURS AND OT HOURS (Pay Item No. 4 and 5, Additional Prices)**

This work shall consist of special sweeps that vary in scope and timing. The Village has multiple special events throughout the year that may require special sweeps. Special sweeps occasionally occur on weekends/holidays, at night or very early mornings in accordance with event schedule. Because they vary in scope and timing, the special sweeps are billed on an hourly basis per sweeper on-site. A 2-hour minimum will be paid if the special sweeping is completed in less than 2 hours. This will not include travel time. Bartlett Public Works schedules these special sweeps well in advance of the actual event, with the expectation that the contractual sweeping provider will be able to handle these responsibilities. This work will be paid for at the contract unit price per hour per sweeper for SPECIAL SWEEPING (2-HOUR MINIMUM) REGULAR HOURS AND OT HOURS and shall include all labor, materials, and equipment necessary to complete this work.

**ADDITIONAL STREET SWEEPING CURBED (Pay Item No. 6, Additional Prices)**

This work will be identical to STREET SWEEPING CURBED item (Pay Item No. 1) but will be scheduled should the service level increase due to extenuating circumstances. This additional sweeping will be paid for at the contract unit price per EACH for ADDITIONAL STREET SWEEPING CURBED and shall include all labor, materials, and equipment necessary to complete this work.

**ADDITIONAL STREET SWEEPING NON-CURBED (Pay Item No. 7, Additional Prices)**

This work will be identical to STREET SWEEPING NON-CURBED item (Pay Item No. 2) but will be scheduled should the service level increase due to extenuating circumstances. This additional sweeping will be paid for at the contract unit price per EACH for ADDITIONAL STREET SWEEPING NON-CURBED and shall include all labor, materials, and equipment necessary to complete this work.

**ATTACHMENT A**



**RETURN WITH BID**

**Schedule of Prices**  
**Project: 2022 – 2024 STREET SWEEPING PROGRAM**

(For complete information covering these items, see plans and specifications)

**Base Bid**

Item No.	Items	Unit	Quantity	Unit Price	Total
1.	Street Sweeping Curbed	Each	11.0	\$9,700.00	\$106,700.00
2.	Street Sweeping Non-Curbed	Each	1.0	\$375.00	\$375.00
3.	Street Sweeping Commuter Parking Lots & Village Parking Lots	Each	7.0	\$400.00	\$2,800.00
<b>Bidder's Proposal for Entire Improvements (Sum of Items 1 thru 3)</b>					<b>\$109,875.00</b>

**Additional Prices**

Item No.	Items	Unit	Quantity	Unit Price	Total
4.	Special Sweeping (2-Hour Minimum) Regular Hours	Hour	If Necessary	\$135.00	N/A
5.	Special Sweeping (2-Hour Minimum) OT Hours	Hour	If Necessary	\$150.00	N/A
6.	Additional Street Sweeping Curbed	Each	If Necessary	\$9,700.00	N/A
7.	Additional Street Sweeping Non-Curbed	Each	If Necessary	\$375.00	N/A

**The Village reserves the right to add or delete quantities from any of the items. No extra compensation will be allowed.**

LRS CleanSweep employees are members of Local 673, International Brotherhood of Teamsters. Wages and benefits are governed by this agreement.

CleanSweep drivers do not pick up leaves blown to the street by residents, but will sweep leaves that fall naturally to the ground.

**Curbed & Uncurbed Street Map**

# Village of Bartlett, Illinois Street Map



## STREET INDEX

Street Name	Grid Reference
1st Street	1 A
2nd Street	1 B
3rd Street	1 C
4th Street	1 D
5th Street	1 E
6th Street	1 F
7th Street	1 G
8th Street	1 H
9th Street	1 I
10th Street	1 J
11th Street	1 K
A Street	1 A
B Street	1 B
C Street	1 C
D Street	1 D
E Street	1 E
F Street	1 F
G Street	1 G
H Street	1 H
I Street	1 I
J Street	1 J
K Street	1 K
L Street	1 L
M Street	1 M

**ATTACHMENT C**

**STREET SWEEPING SCHEDULE**

<b>Week of:</b>	<b>Curbed Streets</b>	<b>Non-curbed Streets</b>	<b>Commuter &amp; Parking Lots</b>
First Week of April	X	X	X
Week Before Memorial Day	X		X
Last Week of June	X		
Last Week of July	X		X
Last Week of August	X		X
Last Week of September	X		X
Last Week of October	X		X
Mid-Week of November	X		
Last Week of November	X		X
TBD in Fall (see note)	X		
TBD in Fall (see note)	X		
<b>Total number of sweeps:</b>	<b>11</b>	<b>1</b>	<b>7</b>

Note: Two additional sweeps will be scheduled in the fall on a "to be determined" basis depending when the trees begin to lose their leaves. The Contractor will be given a minimum of one week's notice prior to the "to be determined" sweeps being scheduled. This is to allow the contractor time to schedule all necessary men and equipment to complete the sweeps. The scheduled and "to be determined" sweeps will be paid for at the contract unit price per each sweep for STREET SWEEPING CURBED.

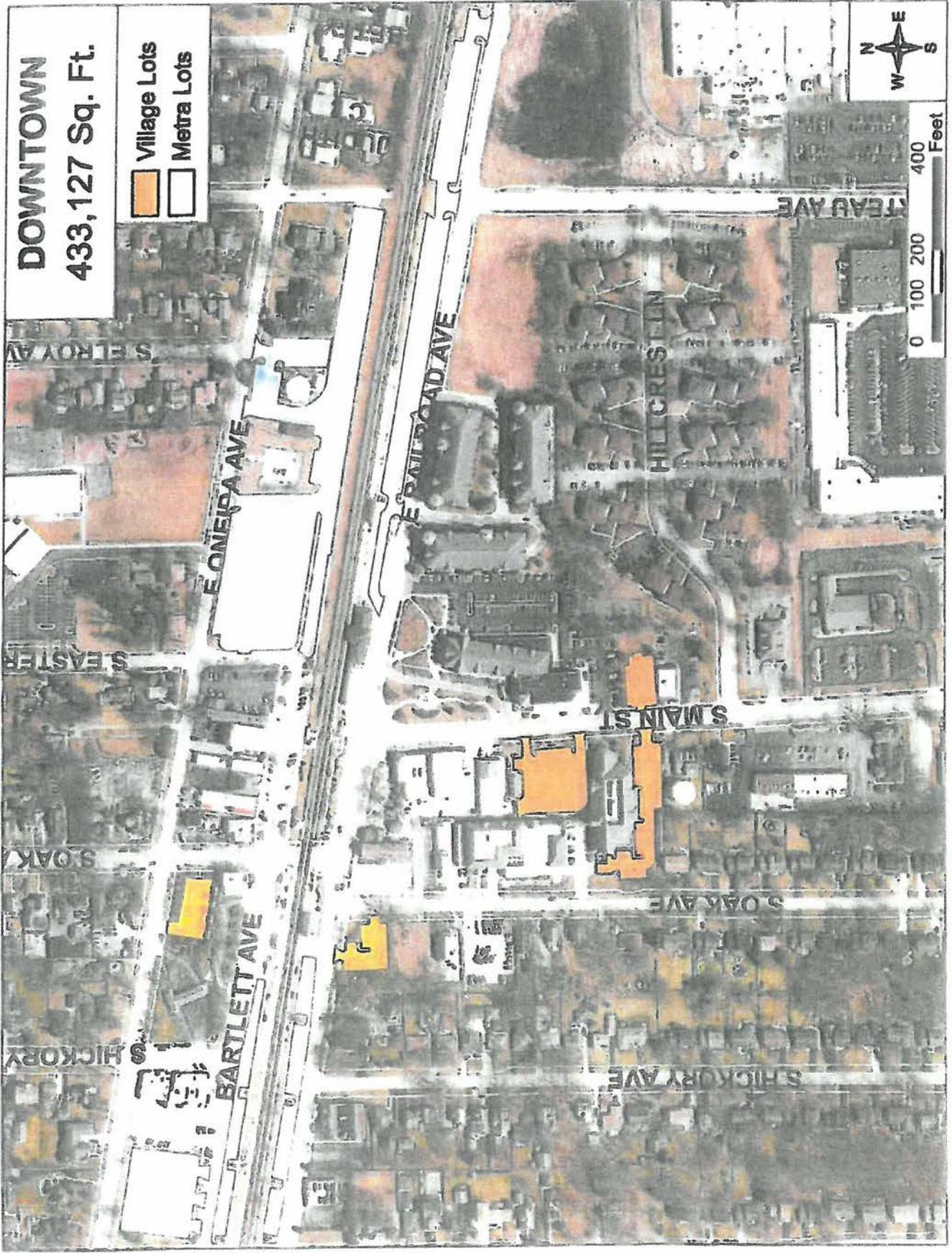
**ATTACHMENT D**

**STREET SWEEPING PARKING LOT SITES**

Commuter & Parking Lots

**DOWNTOWN**  
433,127 Sq. Ft.

-  Village Lots
-  Metra Lots





ATTACHMENT F

**EMERGENCY CONTACT INFORMATION**

<b>Emergency Contact Name</b>	<b>Office Telephone Number</b>	<b>Cell Phone Number</b>	<b>E-Mail Address</b>
Jennifer Tormey, CleanSweep Operations Manager	833/222-2260	773/618-6180	jtormey@lrsrecycles.com
Stacy Hansen, CleanSweep Operations Specialist	833/222-2260	773/414-3052	shansen@lrsrecycles.com
Jim Engineer, CleanSweep Municipal Relations	833/222-2260	773/651-4655	jengineer@lrsrecycles.com

Group email: [cleansweep@lrsrecycles.com](mailto:cleansweep@lrsrecycles.com)

CleanSweep hotline: 833/222-2260

**NON-COLLUSION CERTIFICATE**

The Undersigned Bidder is not barred from bidding for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Chapter 38 of the Illinois Revised Statutes concerning bid rigging, rotating, kickbacks, bribery and interference with public contracts.

LRS Holdings LLC, DBA LRS CleanSweep

**(Printed Name of Contractor)**

5500 Pearl Street  
**Address**

Rosemont  
**City**

IL  
**State**

60018  
**Zip**

Jennifer Tormey  
**Signature of Authorized Representative**

March 2, 2022  
**Date**

CleanSweep Operations Manager

**(Title)**

ATTACHMENT H

**DRUG FREE WORKPLACE**

In compliance with State of Illinois Compiled Statutes, Chapter 30-580, The CONTRACTOR certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a Statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the CONTRACTOR's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such CONTRACT, the employee will:
    - (A) Abide by the terms of the statement; and
    - (B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The CONTRACTOR's policy for maintaining a drug free workplace;
  - (3) Available counseling, rehabilitation, or assistance programs; and
  - (4) Penalties imposed for drug violations.
- (c) Providing a copy of the Statement required by subsection (a) to each employee engaged in the performance of the CONTRACT and to post the Statement in a prominent place in the workplace.
- (d) Notifying the contracting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program, by any employee who is so convicted, as required by Section 5 of the DRUG FREE WORKPLACE ACT.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the DRUG FREE WORKPLACE ACT.

**DRUG FREE WORKPLACE CERTIFICATION**

The undersigned affirms, under penalties of perjury, that he/she is authorized to execute this certification on behalf of the designated organization.

LRS Holdings, LLC DBA LRS CleanSweep  
(Printed Name of Contractor)

5500 Pearl Street  
Address

<u>Rosemont</u>	<u>IL</u>	<u>60018</u>
City	State	Zip

Signature of Authorized Representative

<u>CleanSweep Operations Manager</u>	<u>March 2, 2022</u>
Title	Date

**ACCEPTANCE OF 2022 - 2024 STREET SWEEPING  
PROGRAM CONTRACT/PROPOSAL**

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Bartlett ("Owner") this \_\_\_\_\_ day of \_\_\_\_\_, 2022

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior to contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contractor/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by the Village without further notice of objection and shall be of no effect nor in any circumstances binding upon the Village unless accepted by the Village in a written document plainly labels "Amendment to Contract/Proposal." Acceptance or rejection by the Village of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

**VILLAGE OF BARTLETT**

By: \_\_\_\_\_  
Paula Schumacher  
Village Administrator

Attest: \_\_\_\_\_  
Village Clerk

(Corporate Seal)

**ATTACHMENT J**

**NOTICE TO PROCEED**

Ms. Jennifer Torme, \_\_\_\_\_

LRS CleanSweep \_\_\_\_\_

1655 Powis Road \_\_\_\_\_

West Chicago, IL 60185 \_\_\_\_\_

You are hereby notified to commence work on the Village of Bartlett 2022 – 2024 Street Sweeping Program on \_\_\_\_\_, per the 2022 – 2024 Street Sweeping Program Bid.

\_\_\_\_\_  
Dan Dinges  
Director of Public Works