



AGENDA

FINANCE COMMITTEE

Finance Committee: March 18, 2025 at 5:15 PM

Village Hall 740 Hillgrove Avenue, Western Springs, IL 60558

A. Call to Order

B. Approval of Minutes

1. Minutes - February 6, 2025

C. Public Comment

D. New Business

1. Beary Landscaping Proposal - Seat Wall and Hardscape at Burlington Avenue and Grand Avenue
2. Budget Amendment: Municipal Services - 2025 Street Sweeping Contract

E. Other Business

F. Schedule Next Committee Meeting

Individuals with disabilities who plan to attend / participate in this meeting and who require accommodations to allow them to observe and participate, or who have questions regarding accessibility of the meeting or facilities, are requested to contact Jill Izzo at 708-246-1800, extension 127.

Finance Committee Meeting Minutes
Thursday, February 6, 2025
Village Hall

Others Present:

Nicole Chen, Chairperson
Scott Lewis, Trustee
John Mastandona, Director of Finance
Ellen Baer, Village Manager
Brian Scott, Director of Fire and Emergency Medical Services
Aleks Briedis, Director of Recreation

Meeting called to order at 5:15 pm

Items of Discussion:

- **Minutes:** The minutes of the November 18, 2024, Finance Committee meeting were approved with recommended edits. Motion by Trustee Lewis and second by Chairperson Chen.
- **Public Comment:** None
- **Budget Amendments: Recreation – Rec HVAC & Grand Ave Gym Improvement:** Director Briedis presented the request of two budget amendments for projects that were started and anticipated to be completed in 2024. He stated that both projects had delays in delivering needed goods to complete the project. Funds were not included in the 2025 Budget, as they were anticipated to be expended in 2024. Director Mastandona noted that during the budget process, these expenditures were assumed to be spent in developing the projected fund balance and this amendment would not impact the estimated fund balance at the end of 2025. The Committee reviewed the request and Chairperson Chen motioned that the requested budget amendments be placed on the February 10th Board of Trustees meeting agenda and a second by Trustee Lewis. Motion passed by a roll call vote.
- **Budget Amendment: Village Hall HVAC Controls:** Manager Baer presented the budget amendment request on behalf of Municipal Services regarding the HVAC controls for the Village Hall building. She stated that it was initially believed that the controls would not need to be replaced, as part of a project to update other components of the HVAC system. It was later discovered that the existing controls would need to be updated. The Committee reviewed the request and Chairperson Chen motioned that the requested budget amendment be placed on the February 10th Board of Trustees meeting agenda and a second by Trustee Lewis. Motion passed by a roll call vote.
- **EMS/MC Billing Services Agreement:** Director Scott presented a billing services agreement with EMS/MC for billing services related to emergency medical services. He stated that the Village has had a relationship with Andres Medical Billing for years and they recently were acquired by EMS/MC. There are no major changes to the previous agreement but just reflects the change an ownership. The Committee reviewed the request and Chairperson Chen motioned that the request be placed on the February 10th Board of Trustees meeting agenda and a second by Trustee Lewis. Motion passed

- **Other Business:** None.
- **Schedule Next Meeting:** February 27, 2025 at 5:15 pm.

Motion to adjourn by Trustee Scott Lewis and second by Chairperson Nicole Chen.

There being no further business, the meeting was adjourned at 5:28 pm

Respectfully Submitted,
John Mastandona
Director of Finance

APPROVED:

DRAFT



AGENDA ITEM SUMMARY

FINANCE COMMITTEE

Finance Committee: March 18, 2025

AGENDA ITEM D.1.

To: Finance Committee

From: Chris Breakey, Superintendent of Public Works

CC: Ellen Baer, Village Manager, Jeff Koza, Director of Engineering Services, Matthew Supert, Director of Municipal Services

RE: Beary Landscaping Proposal - Seat Wall and Hardscape at Burlington Avenue and Grand Avenue

Recommendation

Consider a recommendation to approve a proposal from Beary Landscaping to complete hardscape and seat wall improvements at Grand Avenue and Burlington Avenue in an amount not to exceed \$22,373.24.

Summary

In September 2024, the Village embarked on an aggressive multi-phase downtown project with contractor, H. Linden and Sons Sewer and Water, which included a new watermain, new water services and rehabilitation of the streetscapes along the south side of Burlington from Wolf Road to Grand Avenue. Included in the streetscapes were the installation of two new paved seating and dining areas and a raised crosswalk to enhance pedestrian and outdoor dining safety.

During construction, staff identified potential design changes that could improve the proposed pedestrian improvements at the southeast corner of Grand Avenue and Burlington Avenue in front of Oberweis Dairy. The resulting value engineering and redesign allowed for a more aesthetically pleasing and functional layout for pedestrian egress and use of the corner. This revision not only improves the overall user experience but also ensures long-term durability, flexibility and ease of maintenance.

The Village believes utilizing Beary Landscaping, the Village's contracted landscaper, will be the most efficient approach for completing the remaining seat wall construction. Staff recommends proceeding with Beary Landscaping to construct the revised seat wall. The seat wall construction line item would be removed from the current Burlington Avenue Streetscape and Water Main contract. Contractor, H. Linden and Sons Sewer and Water is aware of this proposed change, and do not have any objection to this proposal.

Staff has reviewed and is recommending approval of a proposal for the seat wall from Beary Landscaping which is not to exceed \$22,373.24.

Financial Impact

The seat wall proposal from Beary Landscaping is a not to exceed \$22,373.24. TIF Funds will be utilized for the work with the funds coming from Account 5201390-60011. The original seat wall design was included in the Burlington Avenue Streetscape and Water Main Project which was awarded in August 2024. The revised value engineered seat wall proposal is a substitute for the original design that was previously approved. The value engineering changes to the seat wall will result in approximately \$10,000 in cost savings to the Village. Staff will present a deductive change order to the Burlington Avenue Streetscape and Water Main Project at a future meeting for Board Approval.

Recommended Motion

I move to recommend to the Village Board the approval of a proposal from Beary Landscaping to complete seat wall improvements at Grand Avenue and Burlington Avenue in an amount not to exceed \$22,373.24.

Strategic Plan Alignment

Infrastructure and Central Business District Improvements

File Attachments

- 1. Beary Proposal - 5494 - Oberweis Bench



Proposal #5494

Date:

Customer:
 Chris Breakey
 Village of Western Springs
 Village of Western Springs
 740 Hillgrove Avenue
 Western Springs, IL 60558

Property:
 929 Burlington Ave
 927 Burlington Ave
 Western Springs, IL 60558

Mason Seatwall

Prevailing wage Hardscape

Items	Quantity	Unit
Mill Creek Castle Rock - Buechel Stone	3.00	ton
40x40x3" Limestone Buff Cap-RF	2.00	EA
36" x 21" x 2 1/4" Std. Buff Coping RF	5.00	EA
Mortar Spec Mix Type S	10.00	Bag

Items	Quantity	Unit
		Total
		\$22,373.24

Terms & Conditions

COMMERCIAL TERMS AND CONDITION

1. Payment Terms:

Completed work to be invoiced monthly. Terms: Net 30 days. Balance due 30 days from completion. In the event work cannot be completed due to weather, buyer will pay for completed portion only. There will be a service charge of 1.5% on the unpaid balance, due each month, until the balance is paid in full. All materials and articles furnished hereunder shall remain the property of Beary Landscaping, Inc., until all payments specified herein have been paid in full. If the buyer cancels the contract, a fee of up to 20% of the original contract amount may be assessed. Beary Landscaping, Inc., retains the right to access and enter the property to regain possession of such property without notice. In the event any legal or other action is taken to collect the amount due hereunder, buyer agrees to pay the seller any attorney fees, court costs, collection costs and all other expenses. All work must be paid in full for guarantee to be valid. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation by the buyer or agent from specifications involving extra costs will be performed and will become an extra charge over and above the contract. All agreements contingent upon strikes, accidents, or delays beyond our control. Buyer to carry fire, tornado, and other necessary insurance. Our workers are fully covered by workman's compensation insurance. The contracted price is contingent upon the entire contract value being completed. If the Client wishes to lesser the contracted value once work has started, Beary Landscaping reserves all rights to adjust any or all prices. Once materials have been ordered after having received a client's signed contract, changes to such material selections will be subject to a 30% restocking fee. All sales are final on custom ordered materials. Once plant material is planted in the ground, it becomes the property of the Client and cannot be refunded. All change orders shall be signed by the client in writing or electronic doc.

2. Guarantee:

A) Plant material: Beary Landscaping, warrants replacement of all trees and shrubs for a period of one year following date of installation.

Individual plants will be replaced one time only. This warranty does not apply to annuals, roses, perennials, ground cover, ornamental grasses, buyers transplanted materials, any type of seed and sod, or any material not properly maintained or neglected by owner per Beary Landscaping. This guarantee does not apply to damage to material caused by animals, insects, fungus, vandalism, installation after December 1, snow plowing, salt burn, acts of God such as lightning, wind, or drought. This guarantee is voided if plants are not paid for within 30 days of invoiced date. All material is to be guaranteed as specified.

B) Hardscape: Beary Landscaping, Inc., guarantees its brick paving work against heaving and settling caused by Beary Landscaping, for a period of two years from date of installation. Seller shall not be liable for settling or cracking of any existing structures due to any excavation or brick paving process. Buyer acknowledges that lawn and landscape damage, in conjunction with and adjacent to the newly paved areas, is inevitable. Repairs of these areas are not covered by this contract unless specifically stated. Any repairs or revisions made to hardscape installations by any party other than Beary Landscaping voids this warranty. Beary does not assume responsibility for any of the following material defects, such as but not limited to, color fading, stone efflorescence, spalling of natural stone, hazing from poly-sand, and or general material defects. This guarantee is voided if but not limited to, movement or shifting of soils beneath the project, abusive use or lack of proper maintenance, subsurface settlement from other contractors, changes in underground water table, and salt damage.

3. Sub Grade Hidden Obstacles:

Seller hereby disclaims all liability for damages suffered to any underground buried objects such as septic tanks, sewers, cables, pipes, wires, underground sprinkler systems, landscape lighting, invisible dog fence, and other objects hidden underground, unless buyer shall first put seller on notice in writing that such items exist and the exact location thereof. Final grade is set by excavator / builder. Beary Landscaping is not responsible for any grading issues, including those noted by municipal inspection, outside of fine grading +/- 1". In the event that unforeseen materials or conditions are uncovered during construction such as tree stumps, boulders, concrete, unsuitable soils, additional refuse and labor charges will be charged to the client.

4. Miscellaneous:

Buyer shall secure any permit or license necessary for the performance of the work specified herein. Buyer hereby warrants that he/she is the owner of the property upon which the work is to be performed or is the authorized agent to have such work performed. Buyer grants Beary Landscaping permission to photograph and/or shoot video of site for promotional uses. Buyer holds seller harmless for damages suffered by buyer or any other persons (excluding employees of Beary Landscaping, Inc.) on the property of buyer as a result of all work performed by seller, other than damages resulting from an act or acts of negligence on the part of the Seller. This includes damages to, but is not limited to the items specified in this contract. Seller agrees to include Buyer and Buyer's Trust as additionally named insureds under Seller's commercial general liability policy, said policy to be primary and non-contributory with respect to the work performed by Seller. All agreements of the parties as of the date hereof are contained in this agreement, and the parties shall be bound both individually and collectively, by all the terms and provision contained herein. This proposal may be withdrawn if not accepted within 30 days. The Contract represents the entire and integrated agreement between the Client and Beary Landscaping and supersedes all prior negotiations, representations, or agreements, either written or oral.

Acceptance of Proposal – The prices, specifications, and conditions are satisfactory and are hereby accepted. I have read and received a copy of the Terms and Conditions. Beary Landscaping is authorized to do the work as specified.

Customer Signature: _____ Date: _____



AGENDA ITEM SUMMARY

FINANCE COMMITTEE

Finance Committee: March 18, 2025

AGENDA ITEM D.2.

To: Finance Committee

From: Diana Puga, Municipal Services Coordinator

CC: Ellen Baer, Village Manager, Matthew Supert, Director of Municipal Services

RE: Budget Amendment: Municipal Services - 2025 Street Sweeping Contract

Recommendation

Recommendation to approval budget amendment in the amount of \$11,885.04 for the 2025 Street Sweeping Contract.

Summary

On January 30, 2025, the Village issued a Request for Bids (RFB) for the Village's 2025 Street Sweeping Contract. On February 20, 2025, the Village received a total of one (1) bid for the contract from Lakeshore Recycling Systems (LRS). LRS has served as the Village's street sweeping contractor since 2019 and also serves as the Village's waste management company.

The total cost for eight (8) monthly sweeps of the Village boundaries, Public Works, and Village Hall parking lots amounts to a total of \$66,945.04. The FY2025 budget included \$55,060 for Street Sweeping and the current bid exceeds the budgeted amount by \$11,885.04. The Public Works & Water Committee met on March 4th and recommended approving the contract amount pending a budget amendment by the Finance Committee. The Public Works & Water Committee presented its recommendation to the Village Board for review and discussion on March 10th and the item was recommended to be advanced to the Omnibus for March 24th pending Finance Committee approval.

The bid results for Lakeshore Recycling Systems (LRS) and the budget amendment form are attached to this report.

Financial Impact

Account	4102100 53100
Fund	General - Disposal Services
2025 Budget	\$55,060.00
Project Cost	\$66,945.04

Recommended Motion

Motion approve a budget amendment in the amount of \$11,885.04 for the 2025 Street

Sweeping Contract.

Strategic Plan Alignment

None.

File Attachments

1. 2025 Street Sweeping - LRS Bid
2. LRS Schedule of Prices
3. Budget Amendment - General Disposal Services - 4102100 53100 - March 2025



CONTRACT REQUIREMENTS FOR
2025 STREET SWEEPING & DISPOSAL SERVICES

FEBRUARY 20, 2025
10:00 A.M. (PREVAILING TIME)

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Legal Notice

The Village of Western Springs, Cook County, Illinois, does hereby invite sealed bids for the following: **2025 Street Sweeping & Disposal Services RFB**

Bids will be received until **10:00 AM**. Prevailing Local Time on **Thursday, February 20, 2025**, by mail or delivered by hand to the drop box located outside the front entrance of Village Hall, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois, 60558-0528 immediately after which time and at such place all bids will be publicly opened.

Those desiring to bid may obtain copies of the contract, specifications and other bidding documents online at wsprings.com/bids.

As evidence of good faith, each bid shall be accompanied by a bid bond, bank draft or certified check and made payable to the Village of Western Springs, Illinois, in the amount of five hundred dollars (\$500) or 10% of the bid price, whichever is greater, which shall be submitted to secure the Village against loss occasioned by failure of the bidder to abide by and comply with the terms of his bid.

The successful bidder shall be required to furnish payment and performance bonds in the full amount of the bid or proposal, at the time a contract is awarded, to the Village of Western Springs by a surety company authorized to do business in the State of Illinois and approved by the Village. Failure to produce acceptable bonds will constitute default and the bid bond will be forfeited. No bid shall be withdrawn after the opening of bids without the consent of the Village for a period of sixty (60) days after the scheduled time of closing bids.

Bidders will be required to comply with all laws including those related to employment of labor and the payment of local prevailing wage rates. Each bidder shall satisfy the Village as to his ability, financial and otherwise, to perform the work specified.

The Village Board reserves the right to reject any applicable bids for any reason, if it decides that such rejection is in the Village's interest, to reject any nonconforming bids, to waive any informalities in bidding, and to make award on that bid, which, in its opinion, is most advantageous to the Village. The contract will be awarded to the lowest responsible bidder.

VILLAGE OF WESTERN SPRINGS
By Edward Tymick, Village Clerk

Published in the Doings Newspaper on January 30, 2025

cc: Ellen Baer, Village Manager
Jill Izzo, Deputy Village Clerk

I. Instruction to Bidders

VILLAGE OF WESTERN SPRINGS

DATE: January 30, 2025

Proposals to be entitled to consideration must be made in accordance with the following instructions:

Proposals shall be submitted in an opaque, sealed envelope plainly marked with the words:

2025 Street Sweeping & Disposal Services RFB
VILLAGE OF WESTERN SPRINGS

and shall be delivered by hand to a drop box or mailed in time for delivery to the Office of Village Clerk, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois by **10:00 A.M.** Prevailing Local Time on **Tuesday, February 20, 2025**, after which time and at such place all bids will be publicly opened and read aloud.

Proposals received after the time for opening will not be considered.

Proposals must be signed by an authorized official of the contractor's organization, and the name of the official and his title typed below the signature. If the bidder is a corporation, the corporate seal must be affixed.

Bid security in the form of a bid bond, bank draft or certified check made payable to the Village of Western Springs, in the amount of FIVE HUNDRED DOLLARS (\$500), shall be submitted with each bid. The proceeds of any bid security shall become the property of the Village if, for any reason, a bidder, within FORTY-FIVE (45) days after the opening of bids withdraws his bid without the consent of the Village, or if on notice of award refuses or is unable to execute the approved contract and obtain the required performance and payment bonds. Bid deposits may be held for a period not exceeding FOURTY FIVE (45) days. (NOTE: For those projects which will not require the performance bonds, consideration should be given to holding the bid security until delivery is made.)

The Village Board reserves the right to reject any applicable bids for any reason, if it decides that such rejection is in the Village's interest, to reject any nonconforming bids, to waive any informalities in bidding, and to make award on that bid, which, in its opinion, is most advantageous to the Village. The contract will be awarded to the lowest responsible bidder.

The successful bidder will be required to furnish and pay for satisfactory Performance and Labor and Material Payment Bonds in the amount of one hundred percent (100%) of the contact sum. Execution of the Contract by the Village is contingent upon receipt of acceptable Performance and Payment Bonds and Insurance Certificates.

The Village reserves the right to require of any bidder, such information necessary to satisfy the Village of the bidder's qualifications and to withhold formal signing of the contract until such information is received.

The successful bidder will be required to execute a contract in the form prescribed by the Village and must certify that the bidder is eligible to enter into public contracts under the Illinois Criminal Code, has a written sexual harassment policy and complies with Illinois Department of Revenue policies regarding taxes by executing the Certification attached hereto as "**Exhibit A**" and made a part hereof.

Bidders will be required to comply with all applicable laws including those relating to the employment of labor and the Illinois Prevailing Wage Act and payment of the applicable prevailing wage.

This contract will be awarded without discrimination in compliance with all applicable local state and federal laws.

Responsibility of the bidders will be determined by factors in addition to financial responsibility, such as past records of its or other entities' transactions with the Village of Western Springs, experience, ability to work cooperatively with the Village and its Administration, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations, such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources.

II. Proposal

TO: Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

RE: 2025 Street Sweeping & Disposal Services RFB

1. The specifications and directions for the proposed service are those prepared by the Village of Western Springs and designated as Special Provisions and which cover the work described in said document and the "Agreement."
2. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any other person, firm, or corporation.
3. The undersigned further understands and agrees that if this proposal is accepted, the undersigned is to furnish and provide all necessary equipment, machinery, tools, apparatus and other means of maintenance, and to do all of the work and perform all the services, and to furnish all of the materials specified in the bid documents in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
4. The undersigned further agrees to execute an Agreement for this work and present the same to the Village within seven (7) days after the date of notice of the award of the Agreement to the Contractor.
5. The undersigned further agrees that he and his surety will execute and present within seven (7) days after the date of notice of the award of Agreement the performance and labor and materials payment bonds in a form satisfactory to the Village of Western Springs, in the amount of one hundred percent (100%) of the contract sum guaranteeing the faithful performance of the work in accordance with the terms of the bid documents.
6. The undersigned further agrees to be available to begin work on **April 1** as provided for in the Agreement, unless otherwise agreed to by the Village, and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure the providing of specified service within the time limit specified herein, it being understood and agreed that the providing of the specified service within the time limit and according to the maintenance schedule is an essential part of the Agreement.
7. This proposal is accompanied by a bid bond, bank draft or certified check complying with the requirements of the specifications and directions, made payable to the "Village of Western Springs, Illinois". The amount of the bid security is Five Hundred (\$500.00) Dollars. If this proposal is accepted and the

undersigned shall fail to execute an Agreement and said security as required herein, it is hereby agreed that the amount of the bid bonds shall become the property of the Village, and shall be considered as payment of damages due to delay and other causes suffered by the Village because of failure to execute said Agreement or provide the required performance and payment bonds; otherwise said bid security shall be returned to the undersigned pursuant to the bid documents.

ATTACH BID SECURITY HERE

8. The undersigned submits herewith a schedule of prices covering the work to be performed under this Agreement; the undersigned must show in the schedule the prices for which the undersigned proposed to perform.
9. The undersigned further declares to have carefully examined this proposal, the specifications and directions, the Agreement, the legal notice, and special provisions (if any), and to have inspected in detail the site of the proposed work and is familiar with all of the local conditions affecting the Agreement and the detailed requirements of service and understands that in making this proposal waives all right to plead any misunderstanding regarding the same.

02/19/2025
Date

LRS, LLC
Proposed Contractor (Bidder)


Witness

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Lakeshore Recycling Systems, LLC
5500 Pearl Street
Rosemont, IL 60018

OWNER:

(Name, legal status and address)

Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

SURETY:

(Name, legal status and principal place of business)

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960

Mailing Address for Notices

1411 Opus Place, Suite 450
Downers Grove, IL 60515

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 10% Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)


2025 Street Sweeping & Disposal Services

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 20th day of February, 2025



(Witness)

Lakeshore Recycling Systems, LLC
(Principal) (Seal)

By: 

(Title)



(Witness) Christine Marotta

United States Fire Insurance Company
(Surety) (Seal)

By: 

(Title) James I. Moore Attorney-in-Fact



State of Illinois
County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Lisa Marotta **Notary Public of** DuPage **County, in the State of** Illinois ,

do hereby certify that James I. Moore **Attorney-in-Fact, of the** United States Fire

Insurance Company **who is personally known to me to be the same person whose**

name is subscribed to the foregoing instrument, appeared before me this day in person, and

acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the

United States Fire Insurance Company **for the uses and purposes therein set forth.**

Given under my hand and notarial seal at my office in the City of Downers Grove **in**
said County, this 20th **day of** February , 2025 .



A handwritten signature in cursive script, appearing to read "Lisa Marotta", written over a horizontal line.

Notary Public Lisa Marotta

My Commission expires: February 7, 2026

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint: James I. Moore

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

Surety Bond No.: Bid Bond

Principal: Lakeshore Recycling Systems, LLC

Obligor: Village of Western Springs

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY



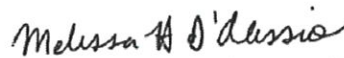


Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



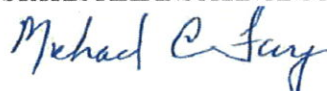


Melissa H. D'Alessio (Notary Public)

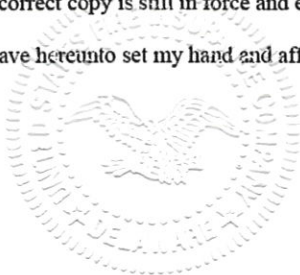
I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 20th day of February 2025

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President



III. Bid Schedule

Contact Information

All questions concerning this Request for Bids shall be directed to Diana Puga at (708) 246-1800 ext. 204 or dpuga@wsprings.com. Proposals must be submitted in a sealed envelope clearly marked with the title, and opening date on the outside of the envelope, (2025 Street Sweeping & Disposal Services RFB) and Bidder's name as follows: Village of Western Springs, Village Hall, Western Springs, IL 60558.

Anticipated Bid Schedule

The Village expects to adhere to the following time schedule, but may extend the time schedule for any reason, with or without advance public notice.

Issue RFB	January 30, 2025
Bids Due Date	10:00 AM on February 20, 2025
Village Board Selection of Qualified, Responsive Bidder	March 24, 2025
Begin Contract	April 1, 2025

Schedule of Bid Prices

THE UNDERSIGNED SUBMITS HERewith THIS SCHEDULE OF PRICES COVERING THE WORK TO BE PERFORMED UNDER THIS CONTRACT

Bidder, in submitting this proposal, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto. This proposal shall remain in force and effect for a twelve (12) month period from start date.

<u>Service</u>	<u>Unit Cost</u>	<u>Units</u>	<u>Unit Extended Price</u>
Regular Sweeping	\$ <u>7,468.13</u> (per sweep/disposal)	8 Sweeps	\$ <u>59,745.04</u>
Village Hall Parking Lots	\$ <u>450</u> (per sweep/disposal)	8 Sweeps	\$ <u>3,600.00</u>
Public Works Lot	\$ <u>450</u> (per sweep/disposal)	8 Sweeps	\$ <u>3,600.00</u>
Additional Services			
Special Sweeping	\$ <u>224.00</u> (per sweep/disposal)	20 Hours	\$ <u>4,480.00</u>
Emergency Sweeping	\$ <u>269.00</u> (per sweep/disposal)	10 Hours	\$ <u>5,380.00</u>
Additional Full Town Sweeps	\$ <u>7,800</u> (per sweep/disposal)	3 Sweeps	\$ <u>23,400.00</u>
Additional Municipal Lot Sweeps	\$ <u>500</u> (per sweep/disposal)	3 Sweeps	\$ <u>1,500.00</u>

Name of Bidder: LRS, LLC

Address: 1655 Parris Rd, West Chicago IL 60185

Telephone No. (224) 297-4764 Fax No. N/A

Signature: *Michael Sales*

Name and Title: (Please Print) Michael Sales - Operations Manager

Date: 02/19/2025

References

Name of Organization: See Attached

Year of Contract: _____

Contact Name: _____

Telephone No: _____

Email Address: _____

Name of Organization: _____

Year of Contract: _____

Contact Name: _____

Telephone No: _____

Email Address: _____

Name of Organization: _____

Year of Contract: _____

Contact Name: _____

Telephone No: _____

Email Address: _____

Name of Organization: _____

Year of Contract: _____

Contact Name: _____

Telephone No: _____

Email Address: _____

Name of Organization: _____

Year of Contract: _____

Contact Name: _____

Telephone No: _____

Email Address: _____

Contact Name: Tony Bellafiore _____ **Village/Business: City of St. Charles** _____

Dates Employed: 2021 _____ to Current _____

Phone Number or E-mail address: (630) 377-4462 ; tbellafiore@stcharlesil.gov _____

Scope of Work : Town Sweep

Address: 1405 S 7th Ave, St Charles, IL 60174

Contact Name: Brian Yarbrough _____ **Village/Business: Village of Itasca** _____

Dates Employed: 2022 _____ to Current _____

Phone Number or E-mail address: (630) 228-5785 ; byarbrough@itasca.com _____

Scope of Work : Town Sweep

Address: 411 N Prospect Ave, Itasca, IL 60143

Contact Name: Michael Warmus _____ **Village/Business: Village of Bartlett** _____

Dates Employed: 2021 _____ to Current _____

Phone Number or E-mail address: (630) 837-0811 ; mwarmus@bartlettIL.gov _____

Scope of Work : Town Sweep

Address: 1150 Bittersweet Dr, Bartlett, IL 60103

Contact Name: Nate Landers _____ **Village/Business: City of Geneva** _____

Dates Employed: 2019 _____ to Current _____

Phone Number or E-mail address: (630) 232-1502 ; nlanders@geneva.il.us _____

Scope of Work : Town Sweep

Address: 1800 South St, Geneva, IL 60134

Contact Name: Daniel Leicht _____ **Village/Business: City of Glenview** _____

Dates Employed: 2020 _____ to Current _____

Phone Number or E-mail address: (847) 376-0087 ; dleicht@glenview.il.us

Scope of Work : Town Sweep

Address: 2500 E Lake Ave, Glenview IL, 60026

IV. Contract Provisions

The undersigned ("Contractor") agrees to furnish to the Village of Western Springs, an Illinois municipal corporation, hereinafter referred to as the "Village", **Street Sweeping and Disposal Services** conforming to the terms and conditions set forth herein.

A. Intent

It is the intent of these specifications and contract that the Village obtain the services of a Contractor to provide street sweeping services and disposal of collected debris on the entire street network in the Village from April 1 through December 31. For bid purposes, the Village has approximately 97 curb miles to be swept as directed by the Village (see Attachment B) and two parking lots. The entire network shall be swept five (5) times (with 3 optional sweeps). Normal sweeping will occur once per month, from May to September, and optional sweeping will be available at any other time during the life of the contract. All Village Street and curb lines are to be swept clean of all debris and fine particles. Any additional sweeping required will be at the direction of the Director of Municipal Services or his designee.

B. Examination of Site

Bidders shall inform themselves of all the conditions under which the work is to be performed concerning the site of the work, the obstacles which may be encountered, and all other relevant matters concerning the work to be performed and the type of trimming required under this contract.

The Contractor to whom a contract is awarded will not be allowed any extra compensation by reason of any such matters of things concerning which the Contractor did not inform himself prior to bidding. The successful Contractor must employ, so far as reasonably possible as determined by the Village, such methods and means in the carrying out of his work as will not cause any interruption or interference with any other contractor.

C. Meeting Before Work Begins

It is mandatory that the Contractor meets with the Director of Municipal Services or his designee(s) at least one week prior to the start of work in order to review the contract specifications, designate the appropriate project contacts, and the manner in which work will be proceeding, among other items. In the event that any of the Contractor's employees is deemed by the Village, in the Village's sole discretion, to be unfit or unsuitable to perform the services under this Agreement as a result of intoxication, drug use, by virtue of abusive or obnoxious behavior, by poor quality of work, poor demeanor, or other similar reasons, then upon formal written request of the Village, the Contractor shall remove such employee from work within the Village and furnish a suitable and competent replacement employee.

D. Damage to Public or Private Property

Any damage of public or private property caused by the Contractor's operations shall be resolved with the property owner within ten (10) days after damage occurs

to the satisfaction of the Village. The Contractor shall inform the Village of any damage caused by the Contractor's operation on the day such damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of the Village, the Village reserves the right to repair or replace that which was damaged or assess the Contractor such cost as may be reasonable and related to damaged caused by the Contractor and deduct these costs from any payment due the Contractor.

E. Basis of Payment

The Contractor shall be paid for the work described herein on a per sweep basis. A sweep shall be considered a complete cycle for the month through each of the Village's 97 curb miles of roadway with disposal of all sweeping debris collected as a product of the sweep.

F. Acceptance and Payment

The work shall not be accepted by the Village until the Village has determined that all work is complete and in accordance with the specifications. Payment will be made when the work is reviewed and accepted by the Village.

G. Working Hours

The Contractor shall begin work no earlier than 5:00 AM and be completed by 7:00 AM Monday through Friday in the business district/downtown area and municipal lots.

The Contractor shall begin work no earlier than 7:30 AM and be completed by 7:00PM, Monday through Friday in residential areas.

The Contractor shall keep the Village informed as accurately as possible as to when they plan to commence work and in what way they intend to proceed. In order to accomplish this, at a minimum, the Contractor shall provide advance daily notification (via fax, email, or hand delivered) of the locations the Contractor intends to work that day to the Village's contact person for this project. The Contractor shall be required to check in with the designated contact person in Public Works every day before any sweeping activities begin.

H. Trespass on Land

The Contractor shall confine his operations and storage of materials and equipment to the job site public right-of-way or easements. The Contractor shall exercise extreme caution so as not to trespass upon property of third parties not involved in the contract. In the event that the Contractor is to enter upon the property of third parties in the execution of the work he shall obtain written permission prior to doing so and submit evidence of said written permission to the Village.

I. Costs

The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items. This cost also includes all proposal preparation costs, roll-off dumpster costs or rental, disposal and or tip fee, insurance, royalties, transportation charges, use of all tools and equipment, superintendent, overhead expense, inspection costs, all profits and all other work services and conditions necessarily involved in the work to be done in accordance with the requirements of the contract documents considered severally and collectively.

J. Additional Work

The Village reserves the right to order additional sweeps or optional work at the same unit price as provided for in the contractor's bid. Prior to commencing any additional work, the bidder shall submit his charges for performing the work and shall not proceed until the Director of Municipal Services or his designee, has approved the charges in writing.

K. Additional Information

Each bidder shall be asked to provide the following data with the bid:

A statement of the items or equipment that the bidder proposes to use on the project and a statement noting which of these items of equipment the bidder owns. A separate statement is needed for those items the contractor does not own but will be able to rent or otherwise have access to use.

A total of five (5) references who can attest to the bidder's ability to fulfill this contract with at least three (3) of the references being municipal, governmental, or institutional references. Include names, addresses and phone numbers.

Any bidder may be required by the Village to submit additional data in support of the bidder's claim to be competent to carry out the terms and provisions of the contract.

L. Penalty for Non-Completion

Time is of the essence to the contract. Should the Contractor fail to complete the work within the working days stipulated in the contract or on or before the completion date stipulated in the contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay the Village two hundred fifty dollars (\$250.00) per calendar day not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. This penalty established is to cover the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate borne by the

Village during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work of the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village.

The other provisions of the Contract have been established to allow for the efficient completion of this project, without creating additional burden or hardship on Village residents or additional administration and/or operating expenses for the Village. The failure to adhere to the specifications of the contract, including but not limited to the following examples, shall result in the assessment of liquidated damages of one hundred dollars (\$100.00) per incident per day. Some examples include:

- (1) failure to start work on the specified date and time without notification and approval for a change from the Village;
- (2) failing to show up for scheduled work without notification to the Village;
- (3) starting operations before the allowed time without permission from the Village;
- (4) failure to provide appropriate traffic control and protection;
- and
- (5) failure to notify the Village in advance of where work will be taking place.

M. Material Safety Data Sheets

The Contractor shall supply the Village with Material Safety Data Sheets (MSDS) for all chemicals being used as part of this project.

N. Accessibility of Contractor

The Contractor shall supply cell phone numbers, daytime office numbers, fax numbers, and pager numbers of supervisors handling this contract and the supervisors shall be available twenty-four (24) hours a day. The Contractor shall return all calls or pages within one (1) hour of the time of the Village's initial placement of the call or page. Onsite response time for complaints must be made within 24 hours of the initial call. Failure to comply with the accessibility requirements shall be deemed as substandard work and will be subject to the penalties stated herein.

V. Street Sweeping Specifications

The undersigned ("Contractor") agrees to furnish to the Village of Western Springs, an Illinois municipal corporation, hereinafter referred to as the "Village", **Street Sweeping and Disposal Services** conforming to the terms and conditions set forth herein.

1. Sweeping Equipment

A. Equipment Requirements

The Village requires that the Contractor have both vacuum and mechanical type sweepers available. The Village will determine if the vacuum or mechanical unit will service the Village as the primary unit. In this instance the Village would provide the Contractor at least 48 hours' notice. All equipment shall be in good working order. All equipment must be equipped with backflow prevention devices or a minimum air gap of one inch (1") must be maintained between the full level of the water tank and fill tube. A current certification of testing or a visual inspection of the air gap must be maintained by the Contractor at all times and supplied to the Village for each machine before those machines are allowed to connect to the Village of Western Springs water supply at the fire hydrant located at the Public Works Garage. Any new machines obtained by the Contractor shall have their certifications provided to the Village before they are used in the community. Any certifications that are expiring shall be updated and provided to the Village prior to the expiration date. It is the responsibility of the Contractor to pay all costs required for maintaining a current certification for each machine. The Village has the right to disapprove the use of any machine the Contractor may bring to the Village that is not operating properly or if the equipment is not in good working order. In the case of equipment breakdown or failure or equipment that is not in good working order, the Contractor must be able to provide a similar unit within 24 hours from the time of the original breakdown at no additional charge to the Village.

B. Vacuum Units

Vacuum units must have a suction of not less than 8000 cfm and a hopper capacity of 5 cubic yards or greater. The vacuum units must have functioning gutter brooms mounted on both sides of the unit and the ability to sweep from either side. The unit must be able to adequately sweep at least an eight (8) foot wide path (utilizing a four (4) foot wide center broom) in one pass.

C. Mechanical Units

Mechanical sweepers must have a 4 cubic yard hopper capacity or greater and must have gutter brooms mounted on both sides and the ability to sweep from either side as well as both gutter brooms being able to operate simultaneously. The main broom shall be a minimum of fifty-eight inches

(58") wide. The mechanical sweeper must be able to adequately clean a minimum eight foot (8') wide path in one pass. The length of the broom bristles shall be adequate to properly conduct the sweeping operations, as determined by the Village.

D. Roll-Off Waste Dumpster

The Contractor shall provide a roll-off waste dumpster for the collection and removal of waste debris collected by the street sweepers. Dumpsters shall be not greater than 20 yard in volume dumpsters unless otherwise agreed to by the Village. Dumpsters must be removed when full, within two (2) business days of completing a sweep, or if directed by the Village due to an extreme odor issue or other health or safety reason. The Dumpster may be stored at a specified location at the Public Works Garage.

2. Types of Sweeping

A. Regular Schedule Sweeping

The Village of Western Springs will require the Contractor to provide a workday which follows the same working hours as the Public Works Department (or a time agreeable with the Village). The workweek will be Monday through Friday. Unless otherwise approved by an authorized representative of the Village, all work by the Contractor shall be completed at least one (1) hour prior to the end of the Village's specified work hours, in order to allow an opportunity to review the completed work. The Contractor shall follow the schedule provided to them by the Village (see attachment A). One full sweep of the 97 curb miles will be required to be completed no later than 72 hours (3 business days) after it has begun. The Contractor may use any numbers of units to complete the sweep in the given time frame. The Contractor shall use the same operator or operators for these units from day to day to allow greater efficiency, productivity, and continuity.

B. Special Request Sweeping

The Village requires the Contractor to be available to provide service for special request sweeping such as parades, carnivals, construction projects, etc. In these instances, the Village will require the Contractor to respond on-site within 24 hours from the original call from the Village requesting service. This type of sweeping would be paid on a per hour basis so bids will need to itemize an hourly rate for Special Sweeping. The Contractor will furnish separate billing for these responses.

C. Emergency Response Sweeping

The Village may require emergency response sweeping by the Contractor for special sweeping. This would be for material spills or other emergencies designated by the Village that would occur outside of the normal sweeping schedule. In these instances, the Village would require the Contractor to

respond on-site within 2 hours from the original call from the Village requesting service. This type of sweeping would be paid on a per hour basis so bids will need to itemize an hourly rate for Emergency Sweeping. The Contractor will furnish separate billing for these responses.

3. General Requirements

A. Inspection of Completed Work

The Village will require the Contractor to check in at the beginning and the end of each sweeping shift, and prior to undertaking any work in the Village, with the Director of Municipal Services or his designee. At the end of each shift the operator shall complete and return a Village Street Sweeping form to the Village designee (see attached B). The Director of Municipal Services or their designee will inspect the work the same or next day. Anything not swept to the Village's satisfaction will be swept again the following day at no additional cost to the Village. The Village will expect approximately 2.7 curb miles of sweeping per hour as a guideline. Failure to meet this standard without justifiable cause, as determined by the Village, may result in the assessment of liquidated damages.

B. Substandard Work

Up to twenty percent (20%), as appropriate based on the quantity and quality of the substandard work will be deducted from the Contractor's monthly payments by the Village for documented instances of substandard workmanship. At the Village's discretion, the Contractor may be allowed to redo the substandard work to allow for satisfactory completion of the work, as determined by the Village.

C. Disposal of Debris

The Village will provide a site that the Contractor will use for storing the roll-off dumpster supplied for this contract by the Contractor for the street sweeping debris that has been completed in the Village of Western Springs only. The Contractor shall utilize the designated area at this site for the disposal of all debris. The contractor shall deposit the debris on the pavement near the dumpster and the Village will load the debris into the dumpster. Failure to utilize the specific area directed by the Village shall result in the clean-up and removal of that debris or this inaction shall result in the assessment of liquidated damages. Dumpster use and disposal of debris costs shall be included in the unit cost in the cost per sweep.

D. Water Supply

The Village will supply water for sweeping. The Contractor shall draw water only at the fire hydrant located in the Public Works yard. Failure to adhere to this requirement may result in the assessment of liquidated damages or allow the Village to void the agreement.

E. Estimated Quantities

The Village reserves the right to add or delete quantities to the contract at the same unit costs contained in the original proposal.

(a)	Street Sweeping	Eight (8) Sweeps at approximately 97 curb miles per sweep including debris removal.
(b)	Municipal Parking Lots – Village Hall & Public Works	Eight (8) Sweeps
(c)	Special Request Sweeping	20 Hours (optional)
(d)	Emergency Request Sweeping	10 Hours (optional)
(e)	Additional Full Village Sweeps	3 Sweeps (optional)

VI. General Specifications

Acceptability of Work

The Village of Western Springs will be sole and final judge of the acceptability of the work to be performed and the services to be rendered under the terms of the Agreement.

Applicable Laws and Regulations

The Vendor agrees to comply with the following laws and to assist the Village in complying with the following laws: the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and all rules and regulations issued pursuant to the Act. All applicable provisions of Federal, State and local laws, including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.). In addition, the Vendor agrees to comply with all applicable Federal laws and State laws and regulations including, but not limited to, the Illinois Prevailing Wage Act and such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Vendor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and Federal and State statutes, and the Vendor further agrees to make all required withholdings and deposits therefor. Such requirements shall be included by the Vendor in all its contracts and agreements with any of its subcontractors. The Parties agree that the most recent of such State and Federal requirements will govern the administration of this Contract at any particular time. Likewise, new State and Federal laws, regulations, policies and administrative practices may be established after the date that this Contract has been executed and may apply to this Contract. The Vendor agrees to maintain full compliance with changing government requirements that govern or apply to its operation. Any complaint of such discrimination received by the Vendor shall be immediately forwarded to the Village. Further, the Vendor certifies that:

- A. The Vendor is the only person/entity interested in the above Contract as the sole principal named herein and that no other person/entity than herein mentioned has any interest in the Contract to be entered into; that this Contract is made without connection with any other person, company or parties submitting qualification information; and that it is in all respects fair and in good faith without collusion or fraud.

- B. The Vendor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue nor is delinquent in the payment of any money owed to the Village.
- C. The Vendor is not barred from contracting with any unit of the State of Illinois or local government, such as the Village, as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code.
- D. The Vendor complies with the Illinois Drug Free Work Place Act.
- E. The Vendor complies with the Equal Employment Opportunity Clause of the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights.
- F. The Vendor complies with the Americans with Disabilities Act.
- G. The Vendor states that any work to be performed by it or its contractors on Village-owned property shall be in a good and workmanlike manner and in accordance with all applicable Federal, State and county laws and regulations and the Village codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, and other applicable codes.
- H. The Vendor also agrees to require any subcontractor doing work under this Contract to agree to adhere to the requirements of this Contract.

Assignment

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the Village of Western Springs.

Authority

The Village, as a non-home rule Illinois Municipal Corporation, has the authority to enter into this Contract pursuant to the statutory authority and contracting powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/) and the Illinois Municipal Code (65 ILCS 5/).

Bidder Investigations

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the Village of Western Springs upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Contractor for additional compensation.

Bonds

If required, Bonds required to guarantee performance and payment for labor and material for the Work shall be in a form acceptable to the Village and shall provide

that they shall not terminate on completion of the Work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Vendor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.

Change in Scope of Work

The Village of Western Springs may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the work or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract approved by the Village Board and the Contractor.

If the Contractor believes that any particular work is not within the scope of contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the Village Manager in writing of this belief. If the Village Manager believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

Where change orders, or a series of change orders, authorize or necessitate an increase or decrease in either the cost of the work totaling \$10,000 or more, or the time of completion of the work by thirty (30) days or more, a written determination must be approved by the Village Board and signed by the Village President or his designee stating that the circumstances necessitating the changes in performance were not reasonably foreseeable at the time the Contract was signed or, the change is germane to the Contract or the change order is in the best interests of the Village.

Collusion among Bidders

Each bidder, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the bidders. The Village of Western Springs may or may not, at its discretion, accept future bids for the same work from participants in such collusion.

More than one bid from an individual, firm, partnership, corporation, or association under the same or different names may be rejected. Reasonable grounds for believing that a bidder has interest in more than one bid for the work being bid may result in rejection of all bids in which the bidder is believed to have interest.

Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two or more primary Contractors submitting a bid for the work.

Compliance with Freedom Of Information Act Requests

Section 7(2) of the Illinois Freedom of Information Act (FOIA) (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Contractor/Consultant acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Contractor/Consultant's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village.

The Contractor/Consultant agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement.

The Contractor/Consultant acknowledges that certified payroll records submitted to a public body under Section 5(a)(2) of the Prevailing Wage Act are public records subject to inspection and copying in accordance with the provisions of this Act (See 5 ILCS 140/2.10)."

Compliance with Laws: Employment Discrimination

In the performance of its obligations pursuant to this Agreement, the Contractor shall comply with all applicable provisions of federal, state and local law, including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation, Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.). In addition, the Contractor agrees to comply with all applicable federal laws, state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Contractor also agrees to require any contractor doing work or performing professional or consulting services in connection with its program or this Agreement to agree to adhere to the requirements of this Section. The Contractor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, including the Illinois Prevailing Wage Act, and the Contractor further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by the Contractor in all its contracts and agreements with contractors and subcontractors for this program. The parties agree that the most recent of such state and federal requirements will govern the

administration of this Agreement at any particular time. Likewise, new state and federal laws, regulations, policies and administrative practices may be established after the date of the Agreement has been executed and may apply to this Agreement. The Contractor agrees to maintain full compliance with changing government requirements that govern or apply to its operation.” In addition, the Contractor agrees to comply with the Americans with Disability Act (42 U.S.C. 12101 et seq.), and all rules and regulations issued pursuant to the Act, there shall be no discrimination on the basis of disabilities (as defined in the Act) in the operation of the services and programs provided by the Contractor hereunder. Any complaint of such discrimination received by the Contractor shall be immediately forwarded to the Village Manager.

The Contractor shall comply with all applicable provisions of the Illinois Human Rights Act including the requirement that the Contractor have on file a written sexual harassment policy.

Contractor Personnel

The Village Manager shall, throughout the life of the contract, have the right of reasonable rejection and approval of employees or subcontractors assigned to the work by the Contractor. If the Village of Western Springs reasonably rejects employees or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the Village in a timely manner and at no additional cost to the Village. The day-to-day supervision and control of the Contractor's employees and subcontractors is the responsibility solely of the Contractor.

Debarment

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois and that it is not an agent of a person or entity that is currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois.

Default Clause

A default shall occur under this contract if the Contractor or Village shall not comply with the terms of this contract. The following list is presented as an example only and does not include a listing of all events of default. Omission of an event does not indicate an intent to excuse such an event as an event of default. Examples are, if the Contractor fails to begin work on the date set forth in the contract (unless the Contractor and Village shall agree in writing to a delay in the start of performance), if the Contractor fails to diligently and consistently perform the work once the contract has started (including but limited to, failing to provide enough properly skilled workers; to supply proper material; to make proper payments to subcontractors, or for materials or labor), or otherwise is guilty of a substantial violation of the contract or specifications, then the Village may declare that a default exists under the contract. The Village shall specify the nature of the default in a written notice mailed to the Contractor or delivered to its employee or agent.

Upon receipt of said notice, the Contractor shall be liable and shall pay the Village the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day until the default is corrected. The liquidated damages for default are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work off the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village.

Schedule of Deductions for Each Day of
Default Original Contract Amount from
more than to and including calendar day

\$0	\$25,000	\$300
\$25,000	\$100,000	\$375
\$100,000	\$500,000	\$550
\$500,000	\$1,000,000	\$725
\$1,000,000	\$2,000,000	\$900
\$2,000,000	\$3,000,000	\$1,100
\$3,000,000	\$5,000,000	\$1,300
\$5,000,000	\$7,500,000	\$1,450
\$7,500,000	And over	\$1,650

If such default is not corrected within seven (7) days after receipt of the notice, the Village may terminate the Contractor's rights under the contract and complete the work by whatever method the Village deems is appropriate. Upon the termination of the contract, the Contractor agrees to promptly and completely remove all equipment and materials from the job site with no damage to the improvements in place and to return all keys to Village buildings, and all employee security passes. In the case of a default, the Contractor shall not be entitled to receive any further payments until the work under the contract has been completed.

Delay

Contractor shall perform the work of this contract expeditiously in cooperation with the Village, its agents, employees and other Contractors and subcontractors. Contractor shall make no claim against Village, and no claim shall be allowed for any damages which may arise out of any delay caused by Village, its agents,

employees or other Contractors or subcontractors. Contractor's sole remedy for delay from the Village shall be an extension in the Contract Time.

Entire Agreement

This Contract and its Exhibits contain the entire agreement between the Parties hereto and supersedes any and all prior agreements and understandings, whether written or oral, and whether formal or informal. In addition, this Contract embodies and merges the entire understanding between and among the Parties hereto, and any and all prior correspondence, conversations or memoranda relating to the subject matter stated herein are being merged herein and replaced hereby. This Contract may be modified or amended only by the mutual consent of the Parties and any such modification or amendment must be in writing, signed by the Parties and duly executed, otherwise it is void.

Exceptions

Bidders taking exception to any part or section shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

Expenses Incurred in Preparing Bid

The Village accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

Failure to Deliver

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Village, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other legal remedies that the Village may have.

Guaranty, Warranties and Representations

- A. The prices for the goods, supplies, equipment and/or services are based on the Vendor's standard pricing schedule, are commercially reasonable and competitive prices for the industry, are not artificially inflated, and do not contain any premium or hidden charges, commitments or other undisclosed obligations.
- B. All Work shall be performed in a good workmanship manner consistent with industry standards and in accordance with the manufacturers' specifications and instructions.
- C. It will exercise the due care and diligence generally associated with the delivery and installation of the goods, supplies, equipment and/or services being provided under this Contract. Due care and diligence shall be applied to all phases of the Vendor's Work.

- D. It is authorized to sell and install the goods, supplies, equipment and/or services.
- E. The goods, supplies, equipment and/or services are of a good quality, fit for their intended use and purpose, and all express or implied warranties of any kind, including the warranty of merchantability, are in full force and effect and have not been waived.
- F. It shall transfer all third party product warranties and guaranties relative to the goods, supplies, equipment and/or services.
- G. In addition to any other third party warranty or guaranty, the Vendor shall provide a minimum one (1) year guaranty relative to any equipment and its components. In the event the Vendor's Invoice/Purchase Order provides for a longer guaranty, the longer guaranty shall control.
- H. The Vendor shall maintain a current, valid Village business license, and the Vendor shall post with the Village and keep on file and in force for the duration of this Contract a contractor's license bond in the amount required by the Village Code.
- I. A written statement containing guaranty for a minimum of one (1) year after final payment or longer for all material and workmanship must be furnished with the bid.

Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, actions, liabilities of any kind, including, as allowed by law, liabilities incurred due to joint negligence of the Village and the Contractor, judgments, cost and expenses, which may in anyway accrue against the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, arising in whole or in part or as a consequence of the performance the contract or any part of the work by the Contractor, its employees, agents, or subcontractors, or which may in anyway result therefore, except that arising out of the sole legal cause of the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. 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, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officers, appointed and elected officials,

president and trustees, agents, employees, attorneys and volunteers as herein provided.

Independent Contractor

The Vendor is retained by the Village only for the purposes and to the extent set forth in this Contract, and the Vendor's relationship to the Village shall, during the term of this Contract and period of its Work hereunder, be that of an independent contractor based on the following: (a) this Contract is a non-exclusive, independent contractor arrangement; (b) the Vendor, in its discretion, is free to set its schedule regarding the performance of the Work, provided such scheduling and performance of the Work results in the timely and efficient delivery of the Work without interruption of the Village's and its employees' ability to perform their functions and duties; (c) the Vendor will utilize a high level of skill necessary to perform the Work; (d) the Vendor shall not be considered as having Village employee status, nor shall the Village make any deductions or withhold any sums for the payment of any and all applicable Federal, State, local and other taxes, income taxes or FICA taxes; (e) the Vendor shall not be entitled to receive or participate in any employee plans, benefit programs, retirement plans or related employee benefit arrangements or distributions by the Village pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular employees of the Village; (f) the Vendor shall file all necessary tax returns (Federal, State, county and local) and to make such required deductions and pay all income tax, social security, and any and all other taxes due as an independent contractor in its profession; (g) the Vendor is ineligible to file a claim for unemployment compensation benefits or for workers compensation benefits against the Village and agrees not to file any such claims in the event this Contract is terminated or if it or any of its employees are injured performing any Work; (h) the Vendor agrees to assume all risk of death, illness and injury relative to performing any Work under this Contract; (i) the Vendor shall provide all of its own equipment required for the performance of the Work under this Contract; (j) the Vendor shall retain the right to perform services for others during the term of this Contract so long as the Work: (i) is not inconsistent or incompatible with the Vendor's obligations under this Contract; or (ii) does not violate any provisions of this Contract; (k) the Vendor and its employees shall maintain all applicable certifications, licensure and training as required for its area of expertise and promptly provide copies of such documents upon request by the Village; (l) this Contract shall not render the Vendor, or any its employees, an employee, partner, agent of, or joint venturer with the Village for any purpose; and (m) The Vendor shall comply with the Village's Non-Harassment / Discrimination Policy, a copy of which is incorporated herein by reference.

Insurance Requirements

Contractor shall procure and maintain, for the duration of the contract, insurance written on an "occurrence" basis, against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work

hereunder by the Contractor, his agents, representatives, employees or subcontractors.

I. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers named as additional insureds, including ISO Additional Insured Endorsement CO 2026, CG 2010; and
- B. Owners and Contractors Protective Liability (OCP) policy with the Village as insured; and
- C. Insurance Service Office Business Auto Liability coverage form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto."
- D. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

II. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a contract specific aggregate of \$1,000,000.
- B. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.
- D. Excess Liability/Umbrella Coverage: \$2,000,000 per occurrence and in the aggregate.

III. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions relative to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

IV. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverages

1. The Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers are to be covered as specifically listed additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.
2. The Contractor's insurance coverage shall be primary as respects the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. Any insurance or self-insurance maintained by the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.
4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the Village.

B. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village, its officers, officials, trustees, agents, employees and

volunteers for losses arising from work performed by Contractor for the municipality.

C. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Village Manager at the Village's principle office address.

V. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

VI. VERIFICATION OF COVERAGE

Contractor shall furnish the Village with certificates of insurance naming the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Contractor's Public Liability Insurance shall be written on the Comprehensive form and shall include Contractual Liability, Products and Completed Operations, and Automobile Liability, all to the limits state above. Comprehensive Liability Insurance shall specifically include coverage for Independent Contractors and for both Hired and Non-Owned Automobiles. The insurance shall apply to all activities including spray-painting operations. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

VII. SUBCONTRACTORS

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

VIII. ASSUMPTION OF LIABILITY

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this contract.

IX. NO PERSONAL LIABILITY.

No appointed official, agents, attorneys, employees, volunteers and representatives of the Village or any of its local government members shall be personally liable, in law or in contract, to the Vendor as the result of the execution of this Contract. Notwithstanding any provision in this Contract to the contrary, the operation of this Section 15 shall survive the termination of this Contract.

Law and Venue

This Agreement provides for services to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, maintenance and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.

Non-appropriation

All funds for payment by the Village under this contract are subject to the availability of an annual appropriation for this purpose by the Village. In the event of non-appropriation of funds by the Village for the services provided under the contract, the Springs will terminate the contract, without termination charge or responsibility for or obligation to the Contractor or for damages or other liability, on the last day of the then-current fiscal year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Contractor on thirty days' prior written notice, but failure to give such notice shall be of no effect and the Village shall not be obligated under this contract beyond the date of termination.

Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Village of Western Springs in the form of addenda which shall be mailed to all those that have picked up bid specifications and be made available to the public.

Permits, Licenses

The Contractor shall procure and pay for all permits and licenses necessary for the performance of the work, and/or required federal, state, county, and Village regulations and laws.

Protection and Restoration of Property

The Contractor shall take all necessary precautions for the protection of corporate or private property. The Contractor is responsible for the damage or destruction of real or personal property resulting from neglect, misconduct or omission in his manner or method of execution or non-execution of the work, or caused by

defective work or the use of unsatisfactory materials, and such responsibility shall not be released until the work shall have been completed, accepted, and the requirements of the specifications complied with as determined by the Village.

Whenever public or private property is so damaged or destroyed, the Contractor shall, at its own expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding or replacing it as may be directed, or he shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the Village may, after the expiration of a period of 48 hours after giving notice in writing, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and, in addition to any other remedy, the cost thereof shall be deducted from any compensation due, or which may become due, under the contract.

References

A list of current references for jobs of similar size and scope must be submitted and included with the bid. A minimum of five (5) shall be required. Please fill out reference sheet in the Schedule of Bid Prices section of this document.

Renewal of Contract

The term of this contract shall be a one-time contract, ending upon manager sign-off, after the notice to proceed date, unless the contract is terminated pursuant to the terms herein.

Responsibility for Work

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- (a) All employees on the work and other persons who may be affected thereby;
- (b) All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and
- (c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, maintenance or replacement in the course of work.

The Contractor shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The Contractor shall be responsible for erecting and maintaining as required by the conditions and progress of the work, all necessary safeguards for its safety

and protection. The Contractor shall notify owners of adjacent utilities when performance of the work may affect them. All damage, injury or loss to any property referred to in paragraph (a) or (b) caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and accepted by the Village.

Right to Audit

The Contractor shall maintain such financial records and other records as may be prescribed by the Village of Western Springs or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of five years after final payment, or until they are audited by the Village, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Village, its designees, or other authorized bodies.

Severability

In the event any term or provision of this Contract shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Contract shall not be affected thereby, and each such term and provision shall be valid and shall remain in full force and effect.

Smoking Policies

All Contractors, their subcontractors, employees and agents are required to abide by the smoking policies in effect in all municipal buildings owned, leased, or operated by the Village. Failure to abide by these regulations is a violation of this contract; and in addition may subject the violator to civil penalties as prescribed in State law.

Successors/Assigns

This Contract shall inure to the benefit of and shall be binding upon the transferees, assigns, representatives, owners, insurers, agents, servants, employees, administrators and/or successors in interest of any kind whatsoever of the parties hereto. This Contract and the obligations it impose upon the Contractor are not transferable by Contractor without the written consent of the Village, which may or may not be granted in its exclusive discretion.

Taxes, Benefits and Royalties

The Village of Western Springs is a public body and is exempt from all sales, excise and use taxes and the Village shall supply its sales tax number to the Contractor for its use where appropriate. Each payment by the Village to the Vendor includes all applicable Federal, State and local taxes, fees, surcharges, license fees and tariffs of every kind and nature applicable to the Work, as well as all taxes, contributions, premiums, costs, royalties and fees arising from the use of, or the

incorporation into, the Work of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty or fee are hereby waived and released by the Vendor.

Termination

If the contract is terminated by a default of the Contractor the Village shall pay the Contractor any amount due for actual, completed and accepted work, and the Village shall not be obligated to pay the Contractor any more money.

Unnecessarily Elaborate and Unresponsive Submittals

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to the solicitation are not desired and may be construed as an indication of the bidder's lack of responsiveness. Further, if the format of the bidder's submittal is prescribed in the bid documents and the bidder fails to follow that format, this may be construed as an indication of the bidder's lack of responsiveness.

Waivers of Lien

The Village requires for each application for payment a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor or party included in that payment. For every party listed, the Contractor shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the Contractor. The Contractor's partial or final waiver of lien must be included. Payment Certificates shall not be issued without such mechanics' lien waivers and Contractor's sworn statements unless they are conditioned upon receipt of such waivers and statements.

If the rate of progress is satisfactory to the Village, payment requests will be submitted by the Vendor to the Village once a month during the progress of the Work for ninety percent (90%) of the value of the work done and in place at the date of the preparation of the payment estimate. Payment will be made to the Vendor once all required waivers of lien for material suppliers and subcontractors have been submitted to the Village. The waivers of lien will be for the amount of the current payment estimate, except for the final estimate where the waivers of lien shall be for the total contract amount. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this Contract the Village demands that the Vendor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by an affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.

The Contractor will indemnify and save the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Village's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Village may, after having notified the Contractor, withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed in accordance with the terms of the contract documents.

The Village shall have the right to enter the premises for the purposes of doing work not covered by the contract. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damage work except such as may be caused by agents or employees of the Village.

Contractor's Drug-Free Workplace Certification

Pursuant to Illinois Compiled Statutes, Chapter 30, Act 580 et. seq. ("Drug-Free Workplace"), the undersigned Contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

- (A) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's of 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 or grant, 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 grantee's or Contractor's policy of maintaining a drug-free workplace
 - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) The penalties that may be imposed upon employees for drug violations.
- (C) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant 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) from an employee or otherwise receiving actual notice of such conviction.
- (E) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Illinois Compiled Statutes, Chapter 127, Act 580, Paragraph 5.

- (F) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is 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 this Section.

Failure to abide by this certification shall subject the Contractor to the penalties provided in Illinois Compiled Statutes, Chapter 30, Act 580, Paragraph 6.

LRS, LLC
Contractor

Date: 02/19/2025

Attest Mi Saly

**Contractor's Certification Regarding
Non-Payment of Compensation**

LRS, LLC hereby certifies that neither it nor any of its affiliated companies, nor any of its agents, employees or representatives offered or paid any type of compensation or commission to any third party, including any official of the Village of Western Springs, Illinois, to influence the Village of Western Springs.

LRS, LLC
Contractor

DATED: 02/19/2025

ATTEST:

M. S.

EXCEPTIONS TO THIS BID (THIS PAGE MUST ACCOMPANY BID)

Exhibit A

Agreement

This Agreement (the "Agreement") made this the 19th day of **February** in the year **2025** by and between the Village of Western Springs, Illinois, 740 Hillgrove Avenue, Western Springs, Illinois, 60558 (the "Village") and

LAS, LLC (the "Contractor"). The Village and the Contractor are at times referred herein, individually, as the "Party" and, collectively, as the "Parties".

The Village and Contractor agree as set forth below:

1. For the financial consideration hereinafter set forth, the Contractor agrees to furnish and provide and install all commercially necessary labor, materials, equipment and services and to do all other activities commercially required (the "Work") to complete the 2025 Grand Avenue Community Center (GACC) Flooring Replacement RFB as set forth in the contract requirements, a copy of which is attached here to as exhibit 1 dated February 4, 2025 and as agreed to in the Contractor's Proposal dated February 4, 2025.
2. The Contractor agrees to commence the Work on **April 1**, and will officially, diligently, and expeditiously conduct the Work in a commercially reasonable manner so as to assure completion by **December 31**.
3. The Village shall pay the Contractor for the performance of the Work to complete 2025 Grand Avenue Community Center (GACC) Flooring Replacement RFB a total dollar amount not to exceed XXXXXXX THOUSAND AND NO/100 DOLLARS (\$XXXXXXXX) in accordance with the Contractor's Proposal dated **February 20, 2025**, subject to further additions and deductions as may be agreed upon in accordance with the terms of the contract documents. Payment shall be made monthly however, the financial payments and any penalties associated with late payments due under the Contract shall be paid by the Village only in accordance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/).
4. The Contractor represents and warrants that it will comply with the applicable state and federal laws concerning prevailing wage rates and all applicable state and federal laws and requirements concerning equal opportunities.
5. This Agreement shall consist of, incorporate and include each of the following contract documents, whether attached hereto or incorporated by reference herein:

- A. Legal Notice (Advertisement for Bid) published on **January 30, 2025.**
 - B. Instructions to Bidders dated **January 30, 2025.**
 - C. Contractor's Proposal dated **February 20, 2025.**
 - D. Contractor's bid bond submitted by LRS, LLC in the amount of \$ 101,705.04 dated **February 20, 2025.**
 - E. General Specifications and all additional provisions **February 20, 2025.**
 - F. Contractor's Drug Free Workplace Certification dated **February 20, 2025.**
 - G. Contractor's Certification Regarding Non-Payment of Compensation dated **February 20, 2025.**
 - H. Exhibit B - Contractor certifications including Certification of Eligibility to Enter into Public Contracts.
 - I. Exhibit C – Change Order Form
 - J. Required Performance and Payment Bonds provided by the Contractor.
 - K. Required Insurance Certificates provided by the Contractor.
 - L. Rider to Contract- General Conditions
6. Notice to Proceed With the Work. The Vendor shall commence work under this Contract upon issuance of written Notice to Proceed and the duration of the contract shall be one year or as otherwise stated with a completion date.
7. Independent Contractor Status; Reporting. The Vendor is an IRS Form 1099 independent contractor and not an employee of the Village. To comply with the employer reporting requirements of Public Act 103-0343 (amendments to the Illinois Unemployment Insurance Act regarding the Directory of New Hires, 820 ILCS 405/1801.1), upon execution of this Contract, the Village shall submit the Vendor's name and required information to the Illinois Department of Employment Security.

8. Effective Date. After this Contract has been signed by the Vendor, this Contract shall be deemed dated and become effective on the date that the Village President or the Village Manager signs this Contract.

All of the contract documents are a part of this Agreement as if attached hereto or repeated herein.

IN WITNESS WHEREOF, the signatories below, pursuant to properly issued authority, have signed this Contract, which shall become effective on the date that the Village President or Village Manager signs this Contract.

Contractor:

Village of Western Springs

By: Mi Gelf - Operating Manager
(Name and Title)

By: _____
Heidi Rudolph, Village President

*Corporate Seal of corporation

*Village Seal

Attest:

By: Hector Reyna - Dispatch
(Name and Title)

By: _____
Jill Izzo, Deputy Village Clerk

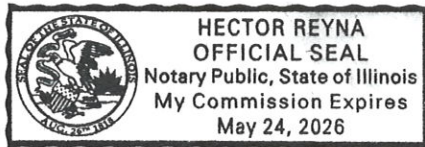


Exhibit B

**CERTIFICATION OF ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS
BY THE CONTRACTOR**

I, Michael Sales, having being first

duly sworn, depose and state that I am the

Operations Manager

(insert "sole owner "partner", "president", " other" proper title)

and the authorized agent of LRS, LLC, which has submitted a proposal to, and is entering into a contract with, the Village of Western Springs for the performance of work in relation to the Street Sweeping Project in the Village of Western Springs, and certifies on behalf of said company as follows:

1. The company is not barred from contracting with the Village as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.
2. The company shall comply with all applicable provisions of the Illinois Human Rights Act and has a written sexual harassment policy in full compliance with that Act.
3. The company is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or,
 - a. is contesting such liability or the amount of tax in accordance with procedures established by the appropriate revenue act, or
 - b. has entered into an agreement with the Department of Revenue for payment of all taxes due and is in compliance with that agreement.
 - c. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.
4. In compliance with the Veterans Preference Act (330 ILCS 55/).
5. In compliance with equal employment opportunities and, during the performance of the Agreement, the Contractor shall:
 - a. Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - b. If it hires additional employees in order to perform the Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department

of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

- c. In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - d. Send to each labor organization or representative of workers, with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
 - e. Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - f. Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - g. Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin because of habit, local custom or otherwise.
6. In compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
 7. In agreement that, in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the Contractor may be declared ineligible for future contracts with the VILLAGE, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

8. In compliance with the requirements of 30 ILCS 580/ (Drug Free Workplace Act).
9. The Contractor and its officers, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. The Contractor certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. The Contractor certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160)

By: *Michela Sales*
 Name: Michela Sales
 Title: Authorized Agent of Contractor

Subscribed and Sworn To
 Before Me This 19 Day
 Of February, 2025.
Hector Reyna
 Notary Public

Notary Public

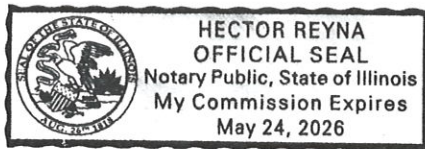


Exhibit C

CHANGE ORDER NO.:

Owner:
 Engineer:
 Contractor:
 Project:
 Contract Name:
 Date Issued:

Owner's Project No.:
 Engineer's Project No.:
 Contractor's Project No.:

The Contract is modified as follows upon execution of this Change Order:

Description:
 Attachments:

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order] : \$ _____	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: \$ _____	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)

By: _____
 Title: _____
 Date: _____

By: _____
 Title: _____
 Date: _____

Accepted by Contractor

Approved by Funding Agency (if applicable)

Attachment A

2025 SWEEPING SCHEDULE

The First Monday of each month shall be the start date for the Contractor's sweeping operations.

April 7, 2025	1 Sweep
May 5, 2025	1 Sweep
June 2, 2025	1 Sweep
July 7, 2025	1 Sweep
August 4, 2025	1 Sweep
September 1, 2025	1 Sweep
October 6, 2025	1 Sweep
November 10, 2025	1 Sweep
December 1, 2025	1 Sweep

Any sweeping days that happen to fall on a holiday should take place on the first day after said holiday unless the Village and contractor agree on a schedule change.

Optional sweepings may occur anytime within the life of the contract.

Per request the Village may require that more sweepers be brought in. There will be no additional charge for additional sweepers.

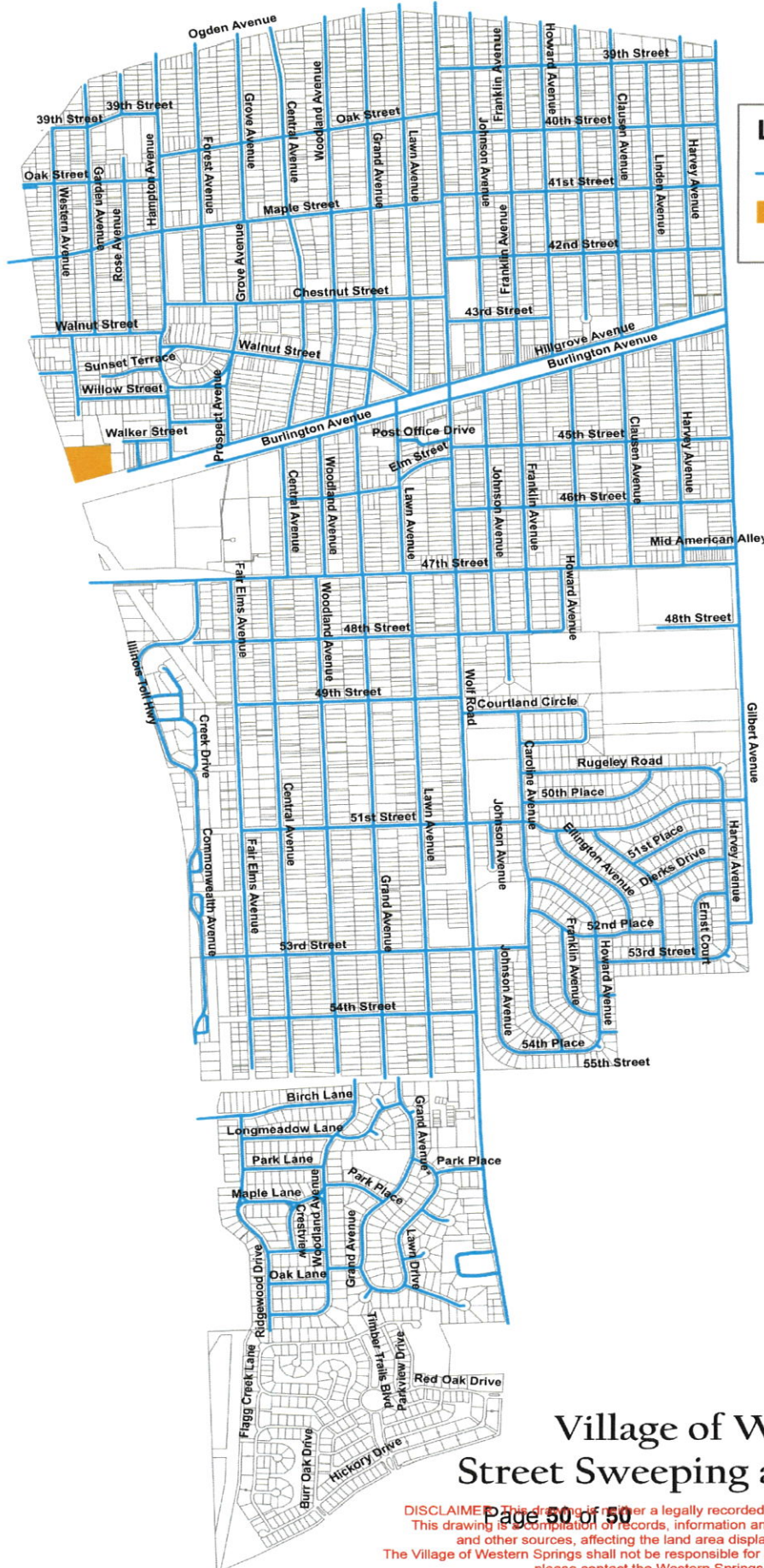
Attachment B



1 in = 0.207 miles

Legend

- Contracted Street Sweeping
- Public Works Garage
(Location for water source and debris)



Village of Western Springs Street Sweeping and Disposal Services

DISCLAIMER: This drawing is neither a legally recorded map nor a survey, and is not intended to be used as such. This drawing is a compilation of records, information and data located in various village, county and state offices, and other sources, affecting the land area displayed and is to be used for reference purposes only. The Village of Western Springs shall not be responsible for any inaccuracies herein contained. If discrepancies are found, please contact the Western Springs Community Development Department.



CleanSweep Fleet Equipment Checklist

Updated: February 2024

Unit	Make	Model	Year	Type	Body	Water
318	GMC	T-Srs FCB042	2009	Regen. Vac	Schwarze A7	470G
319	Freightliner	SC8000	RB 2009	Mechanical	Eagle	280G
320	Sterling	SC8000	2006	Regen. Vac	Schwarze A7	470G
322	Sterling	SC8000	RB 2004	Regen. Vac	Schwarze A7	470G
323	Sterling	SC8000	2007	Regen. Vac	Schwarze A7	470G
324	Sterling	Acterra	2007	Regen. Vac	Schwarze A7	250G
325	Sterling	Acterra	2008	Regen. Vac	Schwarze A7	250G
326	Sterling	SC8000	2016	Regen. Vac	Schwarze A7	350G
328	Peterbilt	SC9000	2019	Regen. Vac	Schwarze A9	600G
329	Peterbilt	SC9000	2019	Regen. Vac	Schwarze A9	600G
330	Peterbilt	SC9000	2019	Regen. Vac	Schwarze A9	600G
333	International	4300 SBA	2013	Regen. Vac	Schwarze A9	325G
334	International	4300 SBA	2013	Regen. Vac	Schwarze A9	325G
337	Freightliner	M2	2014	Regen. Vac	Elgin Crosswind	275G
338	Freightliner	M2	2015	Regen. Vac	Elgin Crosswind	275G
339	Peterbilt	SC9000	2020	Regen. Vac	Schwarze A9	600G
340	Freightliner	M2016	2022	Regen. Vac	Schwarze A9	600G
341	Freightliner	M2016	2023	Regen. Vac	Schwarze A9	600G
342	Freightliner	M2016	2023	Regen. Vac	Schwarze A9	600G
343	Freightliner	M2016	2023	Regen. Vac	Schwarze A9	600G
344	Freightliner	M2016	2023	Regen. Vac	Schwarze A9	600G
345	Freightliner	M2016	2023	Regen. Vac	Schwarze A9	600

LRS CleanSweep sweeper trucks are painted in blue and white and feature all required IDOT equipment/lights, including: flashing safety and on-board arrow/directional lights, fire extinguisher, leaf blower, and other safety and operations related equipment

Schedule of Bid Prices

THE UNDERSIGNED SUBMITS HERewith THIS SCHEDULE OF PRICES COVERING THE WORK TO BE PERFORMED UNDER THIS CONTRACT

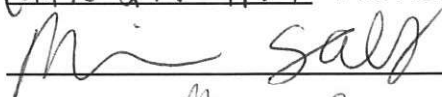
Bidder, in submitting this proposal, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto. This proposal shall remain in force and effect for a twelve (12) month period from start date.

<u>Service</u>	<u>Unit Cost</u>	<u>Units</u>	<u>Unit Extended Price</u>
Regular Sweeping	\$ <u>7,468.13</u> (per sweep/disposal)	8 Sweeps	\$ <u>59,745.04</u>
Village Hall Parking Lots	\$ <u>450</u> (per sweep/disposal)	8 Sweeps	\$ <u>3,600.00</u>
Public Works Lot	\$ <u>450</u> (per sweep/disposal)	8 Sweeps	\$ <u>3,600.00</u>
Additional Services			
Special Sweeping	\$ <u>224.00</u> (per sweep/disposal)	20 Hours	\$ <u>4,480.00</u>
Emergency Sweeping	\$ <u>269.00</u> (per sweep/disposal)	10 Hours	\$ <u>5,380.00</u>
Additional Full Town Sweeps	\$ <u>7,800</u> (per sweep/disposal)	3 Sweeps	\$ <u>23,400.00</u>
Additional Municipal Lot Sweeps	\$ <u>500</u> (per sweep/disposal)	3 Sweeps	\$ <u>1,500.00</u>

Name of Bidder: LRS, LLC

Address: 1655 Powis Rd, West Chicago IL 60195

Telephone No. (224) 297-4764 Fax No. N/A

Signature: 

Name and Title: (Please Print) Michael Sales - Operations Manager

Date: 02/19/2025

**VILLAGE OF WESTERN SPRINGS
BUDGET TRANSFER/AMENDMENT FORM**

Requested by: Matthew Supert
Date: 02/04/25

FINANCE USE ONLY:

APPROVED:

FROM ACCOUNT: (decrease)			TO ACCOUNT: (increase)		
NUMBER	DESCRIPTION	AMOUNT	NUMBER	DESCRIPTION	AMOUNT
			4102100 53100	Disposal Services	\$11,885

REASON: _____ REASON: Bids came in higher than budgeted amount.

NUMBER	DESCRIPTION	AMOUNT	NUMBER	DESCRIPTION	AMOUNT

REASON: _____ REASON: _____

NUMBER	DESCRIPTION	AMOUNT	NUMBER	DESCRIPTION	AMOUNT

REASON: _____ REASON: _____

NUMBER	DESCRIPTION	AMOUNT	NUMBER	DESCRIPTION	AMOUNT

REASON: _____ REASON: _____

NUMBER	DESCRIPTION	AMOUNT	NUMBER	DESCRIPTION	AMOUNT

REASON: _____ REASON: _____

Village Manager _____ Date _____

Dir of Support Svcs _____ Date _____

DATE ENTERED

____/____/____

By: _____

Resolution Required:

Yes _____

Resolution # _____

No _____

Budget Transfer # _____

Page _____ of _____