

**VILLAGE OF FRANKLIN PARK  
PUBLIC WORKS CONTRACT  
Street Sweeping Services**

**THIS AGREEMENT** is made and entered into this -- day of -----, 2015 by and between the VILLAGE OF FRANKLIN PARK, an Illinois municipal corporation (the “Village”), and -----, INC. (the “Contractor”).

**RECITALS**

**WHEREAS**, the Village has the need for the services by the Contractor with particular training, ability, knowledge and experience possessed by the Contractor for Street, Parking Lots, and Special Sweeping services and:

**WHEREAS**, the Village has determined that the Contractor is qualified and capable of performing the services as the Village does hereinafter require, under the terms and conditions set forth hereafter;

**WHEREAS**, the Village has determined that the Contractor's offer was the combined lowest bid and responsive proposal submitted in accordance with the Evaluation and Selection Criteria set forth in the Request for Proposal and meeting the Village’s requirements;

**THEREFORE**, the parties agree as follows:

**1.0      Services To Be Provided**

The Contractor shall perform those services described in **Exhibit A** of this Agreement. The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and completing the work provided for in this Agreement, unless otherwise specified in this agreement. The Contractor shall perform all work in accordance with all applicable federal, state, and local laws, rules, and regulations.

**2.0      Contract Documents**

The Agreement between the parties includes Public Notice, Instruction to Bidders, Contractor’s Proposal, Bid Schedule, this Agreement, Scope of Work included in **Exhibit A**, General and Special Conditions as described in **Exhibit B**, Drawings, Fee Compensation set forth in **Exhibit C**, Specifications, Addenda (if any), Tax Identification Number as specified in **Exhibit D**, approved Additional Service Request Orders (**Exhibit E**), Certificate of Insurance naming the additional insured, and copy of the Contractor's state Contractor license, UBI number, and the Contractor’s Business license, which are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein, and shall be referred to as the "Contract Documents."

### **3.0 Compensation**

3.1 The Village agrees to retain the Contractor to provide the services and materials to do and cause to be done the above-described work and to complete and finish the same according to the terms and conditions contained in this Agreement.

3.2 The Contractor shall submit invoices for work performed using a format that is acceptable to the Village. Invoicing will be submitted once monthly.

3.3 The Village agrees to pay the Contractor for the actual work completed, as identified in the above Section 1.0, Services To Be Provided, according to the rates set forth in **Exhibit C** for a sum not to exceed \_\_\_\_\_ and 00/100 dollars(\$\_\_\_\_\_.00).

3.4 The Contractor shall complete and return to the Village **Exhibit D**, Taxpayer Identification Number, prior to or along with the first invoice submittal. The Village shall pay the Contractor for services rendered within thirty (30) days after Village approval of submitted invoice.

3.5 Each Contractor or Subcontractor performing Work on this Project shall comply in all respects with all laws governing the employment of labor, Social Security, and Unemployment Insurance of both the State and Federal government. There shall be paid each employee engaged in Work under this Contract at the site of the Project, no less than the minimum wage for the classifications of labor employed in compliance with Chapter 48, Section 39s of the Illinois State Statutes regarding "General Prevailing Hourly Rates," a copy of the latest edition of which is hereinafter included. Contractor shall make his own investigation locally and satisfy himself as to availability of labor. Contractor shall submit Certified Payrolls utilizing Illinois Department of Labor Certified Transcript of Payroll "IL452CM01" and "IL452CM02", or similar form. Certified Payrolls will be submitted with each invoice.

3.6 Contractor shall submit with each invoice Waivers of Lien from Contractor and all sub-contractors/suppliers for all work completed and paid from the previous invoice. Contractor shall provide final Waiver of Lien for all contract work at the conclusion of project work.

### **4.0 Time of Performance**

4.1 This Agreement shall become effective upon the date of execution, and shall expire, unless otherwise terminated or extended, on November 30, 2015. All work under this Agreement shall be completed prior to the expiration of this Agreement.

4.2 The Village has the option to renew this Agreement for up to two (2) additional one-year periods.

### **5.0 Warranties/Guaranty**

5.1 The Contractor warrants to the Village that any materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted by the

Contract Documents, that the work will be free from defects, and that the work will conform to the requirements of this Agreement. Work not conforming to these requirements, including substitutions not properly approved and authorized in writing by the Village, may be considered defective.

5.2 The Contractor, for him/herself, and for his/her heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor. The Contractor shall be responsible for, and shall indemnify and hold the Village harmless from, any damage or expense by reason of failure of performance, as specified in the Agreement.

## **6.0 Change Orders**

Changes to the scope of work to be performed, as described in **Exhibit A** of this document, or the amount of the contract sum, or the time for completion of the work, may be accomplished only by the written document, **Exhibit E** Special Work Request Order, signed by the Contractor and the Village. Once effective, the Contractor shall proceed promptly with the work as modified, unless otherwise provided in the change order. No change order shall be effective until it has been signed by the Village. All change orders must specify any increase in costs to the Village or no additional charges will be allowed.

## **7. 0 Insurance**

7.1 The Contractor shall maintain insurance acceptable to the Village in full force and effect throughout the term of this Agreement. Such insurance shall cover all risks arising directly or indirectly out of the Contractor's activities or work hereunder. The limits set forth in no way limit the Contractor's liability to the Village or to other third parties under this Agreement.

7.2 The policy or policies of insurance maintained by the Contractor shall provide at least the following limits and coverages:

a. *Commercial General Liability Insurance.* The Contractor shall obtain, at the Contractor's expense, and keep in effect during the term of this Agreement, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. The following insurance will be carried:

<i>Coverage</i>	<i>Limit</i>
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	2,000,000
Each Occurrence	2,000,000
Fire Damage (any one fire)	50,000
Medical Expense (any one person)	25,000

b. *Business Automobile Liability Insurance.* If the Contractor will be using a motor vehicle in the performance of the services herein, the Contractor shall provide the Village a certificate indicating that the Contractor has business automobile liability coverage for all owned,

hired, and non-owned vehicles and equipment. The Combined Single Limit per occurrence shall not be less than \$2,000,000. Said insurance shall name the Village as an additional insured and shall require notice be provided to the Village in accordance with policy provisions in the event of cancellation.

c. *Workers' Compensation Insurance.* The Contractor and all employers providing work, labor, or materials under this Agreement that are subject employers under the Illinois Workers' Compensation Law shall comply with said law, which requires them to provide workers' compensation coverage that satisfies Illinois law for all their subject workers or employees that are exempt under said law. Out-of-state employers must provide Illinois workers' compensation coverage for their workers who work at a single location within Illinois for more than 30 days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

d. *Insurance Carrier Rating.* Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable by the Village with a rating of A- or better. The Village reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

e. *Certificates of Insurance.* As evidence of the insurance coverage required by this Agreement, the Contractor shall furnish a Certificate of Insurance to the Village. The Agreement shall be effected and no work shall be performed hereunder until the required certificates and the additional insured endorsements have been received and approved by the Village. The Contractor agrees that it will not terminate or change its coverage during the term of this Agreement without giving the Village at least thirty (30) days' prior advance notice.

f. *Additional Insured.* The Village will be named as an additional insured with respect to the Contractor's liabilities hereunder in insurance coverages. The following is included as additional insured: The VILLAGE OF FRANKLIN PARK, its elected and appointed officials, officers, agents, employees, and volunteers. Except professional liability and workers' compensation coverage, all policies shall provide an endorsement.

7.3 The coverage provided by these policies shall be primary, and any other insurance carried by the Village is excess. The Contractor shall be responsible for any deductible amounts payable under all policies of insurance. In the event a dispute arises between the Village and the Contractor for which the Contractor has obtained insurance, the maximum amount which may be withheld by the Village for all such claims shall be no more than the amount of the applicable insurance deductible.

## **8.0 Assignment/Delegation**

The Contractor shall not assign this Agreement nor delegate any duties hereunder without prior written consent of the Village, which consent may be withheld by the Village in its sole subjective discretion for any cause whatsoever. If the Village agrees to assignment of tasks to a subcontractor, the Contractor shall be fully responsible for the acts or omissions of any subcontractor and of all persons employed by them, and neither the approval by the Village of any subcontractor nor anything contained herein shall be deemed to create any contractual relation between the Village and the subcontractor.

#### **9.0 Compliance with Laws**

This Agreement shall be subject to, and the Contractor shall at all times comply with, all applicable federal, state and local laws, regulations, rules and provisions of the VILLAGE OF FRANKLIN PARK Municipal Code, and ordinances of the VILLAGE OF FRANKLIN PARK.

#### **10.0 Termination/Default**

10.1 Not for Cause. At any time and without cause, the Village shall have the right, in its sole discretion, to terminate this Agreement by giving at least thirty (30) days' notice to the Contractor. If the Village terminates the contract pursuant to this paragraph, it shall pay the Contractor for services rendered to the date of termination.

10.2 Default. The whole or part of this Agreement may be terminated by the Village upon default in performance by the Contractor, if such default is not fully cured to the Village's satisfaction within ten (10) days of notice thereof. In case of default, the Village shall have any and all remedies available to it in law or equity, including money damages, injunctive relief, and specific performance.

#### **11.0 Indemnification/Hold Harmless**

To the fullest extent allowed by law, the Contractor shall defend, indemnify, and hold the Village, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Agreement. The Contractor waives the right to indemnification and defense. The Contractor shall also reimburse the Village for any damage done to Village property.

#### **12.0 Independent Contractor**

For all purposes, the Contractor shall be deemed an independent contractor and shall not be deemed an employee of the Village.

#### **13.0 General and Special Conditions**

See **Exhibit B** attached hereto and incorporated herein by reference.

13.1 Non-Discrimination. Any Contractor who competes for or is awarded a public contract may not discriminate against an employee, subcontractor, or supplier in awarding a subcontract because the employee, subcontractor, or supplier is a minority, woman, or emerging small business enterprise certified under, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined by.

a. This type of discrimination within three (3) years of the current solicitation can lead to debarment or disqualification of the proposer.

b. Violation after the contract is awarded may be regarded as a breach of contract.

13.2 Time of the Essence. Time is expressly made of the essence of each provision of this Agreement.

13.3 Waiver. Waiver by the Village of any breach of any term or condition of this Agreement shall not be construed as a waiver of any other breach.

13.4 Contract/Binding Effect. This Agreement, together with all Contract Documents referred to herein, constitutes the entire agreement between the parties hereto.

13.5 Modification. No modification of this Agreement shall be of any force or effect, unless in writing signed by the parties.

13.6 Governing Law/Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois. Venue will be in Cook County.

13.7 Attorney Fees and Costs. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code), is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review. Whenever this agreement requires one party to defend the other party, it is agreed that such defense shall be by legal counsel acceptable to the party to be defended, understanding that claims are often covered by insurance with the insurance carrier designating the defense counsel.

13.8 Severability. If any provision of this Agreement is held invalid, the remainder shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law, and shall continue in force and effect.

13.9 Counting of Days. Whenever a time period is set forth in days in this Agreement, the first day from which the designated period of time begins to run shall not be included. The last day of

the period so computed shall be included, unless it is a Saturday or legal holiday, including Sunday, in which event the period runs until the end of the next day which is not a Saturday or legal holiday.

13.10 Number, Gender, and Captions. In construing this Agreement, it is understood that if the context so requires the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Agreement.

13.11 Binding Effect. The covenants, conditions, and terms of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties hereto.

13.12 Notices. Any notice required by this Agreement may be delivered personally or mailed, certified with return receipt requested. If mailed, notice shall be deemed given upon the first business day after the date of the postmark. Notices shall be delivered or mailed to the following:

To the Village: Joe Lauro, Utilities Commissioner  
VILLAGE OF FRANKLIN PARK  
9500 Belmont Avenue  
Franklin Park, Illinois 60131  
(847) 671-8253  
jlauro@vofp.com

To the Contractor: \_\_\_\_\_, Inc.

\_\_\_\_\_  
\_\_\_\_\_

Phone: ( ) \_\_\_\_ - \_\_\_\_\_

13.13 Signing Authority. The individual executing this Agreement on behalf of the Contractor represents and warrants to the Village that he/she has the full power and authority to do so and that the Contractor has full right and authority to enter into this Agreement and perform its obligations under this Agreement.

**VILLAGE:**

**CONTRACTOR:**

VILLAGE OF FRANKLIN PARK, ILLINOIS

-----, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

As Its: \_\_\_\_\_

As Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest/Authenticated:

Approved as to Form:

\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
Village Attorney



EXHIBIT A  
VILLAGE OF FRANKLIN PARK

**SERVICES TO BE PROVIDED**

The Contractor shall provide street sweeping and removal of debris for the VILLAGE OF FRANKLIN PARK's streets and lots as outlined below and on the attached Village map:

- 1.1 Sweeping of all Village streets (92.2 lane miles\*, shown on map) on the following schedule:
  - Weekly April 1 through November 30; following the route schedule depicted on the attached map.
  
- 2.1 Sweeping of main arterial streets (total 17.5 lane miles\*, shown on map) on the following schedule:
  - Twice weekly
  
- 3.1 Sweeping of all Village parking lots (listed on attached map) on the following schedule:
  - Once during April, July, and, November (total area of parking lots: approximately 317,370 square feet\*) total number of sweepings three
  
- 4.1 Sweeping of all industrial area streets (23 lane miles\*, shown on map) on the following schedule
  - Once during April, June, August, and October for a total of four times
  
- 5.1 Additional Services\*\* as requested by the Village.
  - Emergency response
    - Storm clean-up, which includes clean-up after rain and wind storm events
    - Call-out response, which includes accident and/or spill clean-up (must be within 30 minutes of request from the Village)
  - Prior to community events
  - Special sweeps

\* Distances and areas are estimates only. The Contractor will verify distances before submission of bid.

\*\*All Additional Services must be requested through the Special Request Work Order, attached under **Exhibit E**, and signed by a designated Public Works Representative.

## **Street Sweeping Map**

Attached to and made part of this document.

EXHIBIT B  
VILLAGE OF FRANKLIN PARK

**GENERAL AND SPECIAL CONDITIONS**

General and Special Conditions are additions to, or revisions of, the Village's standard contract. In the event of a conflict between the Contract Documents and the General and Special Conditions, the more stringent requirements shall apply.

**1.1 Definitions**

The following terms and definitions used in the Agreement are described as follows:

- (a) "Additional Services" means additional sweeping services to be provided by the Contractor in response to emergency call-outs, storm clean-up, accidents, spills, community events, and special sweeps from April 1 through November 30, 24 hours per day within 30 minutes of notification, on a call-out basis as requested by the Utilities Commissioner or designee.
- (b) "Village" means the VILLAGE OF FRANKLIN PARK, an Illinois municipal corporation.
- (c) "Contractor" means the individual, firm, joint venture, co-partnership, or corporation, and its heirs, executors, administrators, successors, and assigns, or the lawful agent of any such individual, firm, partnership, or corporation, or its surety under the performance bond, constituting one of the principles to the Agreement and undertaking to perform the work herein specified.
- (d) "Debris" means all dirt, sand, gravel, sticks, leaves, paper, and other miscellaneous items which are normally picked up by a street sweeper. The term "debris" will not include large items that cannot be picked up by a mechanical sweeper or that would otherwise damage the sweeper.
- (e) "Emergency" means a condition of imminent danger to the health, safety, and welfare of property or persons located within the Village, and protection of the environment, including, without limitations, fallen branches or fallen branches within public right-of-way, or damage from natural consequences, such as storms, earthquakes, riots, or wars.
- (f) "Intersection" means the area embraced within the prolongation or connection of the lateral curb lines or, if none, the lateral boundary lines of two streets which join one another at, or approximately at, right angles, or the area within which vehicles traveling upon different streets joining at any other angle may come in conflict including, without limitation, the junction of an alley with a street.

- (g) “Public right-of-way” means the land or interest in land owned, dedicated, or conveyed to the public or a unit of government, providing for the movement of vehicles, wheelchairs, and pedestrian traffic; or providing access to abutting property, utility lines, appurtenances, and other facilities benefiting the public.
- (h) “Services” means all work performed by the Contractor.
- (i) “Street” means any street, road, boulevard, drive, alley, lane, way, place, or any portion thereof, including islands, traffic curbs, intersection areas, auxiliary lanes, and those paved areas between normal curb lines of the roadway, whether or not an actual curb exists.
- (j) “Work” means the furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the Services and carrying out of all the duties and obligations imposed by the Agreement.

## **2.0 General Requirements**

### **2.1 Conditions of Payment**

For performance of those services described herein, payment shall be based upon the following terms:

Payment by the Village to the Contractor for performance of services under this Agreement includes all expenses incurred by the Contractor, with the exception of expenses, if any, identified in this Agreement as separately reimbursable.

Payment will be made in installments based on the Contractor’s invoice, subject to the approval of the Utilities Commissioner or designee, and not more frequently than monthly. Payment shall be made only for work actually completed as of the date of the invoice.

Payment by the Village shall release the Village from any further obligation for payment to the Contractor, for services performed or expenses incurred as of the date of the invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects herein.

The Contractor shall make payments promptly, as due, to all persons supplying labor or materials for the performance of the work provided for in this Agreement. Contractor to provide Lien Waivers and certified payrolls with each invoice.

The Contractor shall not permit any lien or claim to be filed or prosecuted against the Village on account of any labor or material furnished.

If the Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person as such claim becomes due, the Village’s Comptroller may pay such claim and charge the amount of the payment against

funds due or to become due the Contractor. The payment of the claim in this manner shall not relieve the Contractor or surety from obligation with respect to any unpaid claims.

Each Contractor or Subcontractor performing Work on this Project shall comply in all respects with all laws governing the employment of labor, Social Security, and Unemployment Insurance of both the State and Federal government. There shall be paid each employee engaged in Work under this Contract at the site of the Project, no less than the minimum wage for the classifications of labor employed in compliance with Chapter 48, Section 39s of the Illinois State Statutes regarding "General Prevailing Hourly Rates," a copy of the latest edition of which is hereinafter included. Contractor shall make his own investigation locally and satisfy himself as to availability of labor. Contractor shall submit Certified Payrolls utilizing Illinois Department of Labor Certified Transcript of Payroll "IL452CM01" and "IL452CM02", or similar form. Certified Payrolls will be submitted with each invoice.

The Contractor will provide the Village proof of workers' compensation and unemployment insurance for all employees, and shall make all required workers' compensation and unemployment insurance payments as they come due.

The Contractor is required to have a VILLAGE OF FRANKLIN PARK Business License.

## 2.2 Contract Pricing and Adjustments

Prices shall be firm through the term of this Agreement. Price compensation may be allowed for an escalation in the rate of contract costs on a per hour and/or per cycle basis, at the beginning of the second year and the beginning of the third year, if the renewal option of this Agreement is executed.

The compensation escalation for subsequent contracts will use the Annual Chicago, Consumer Price Index-Urban (CPI-U) for all items, not seasonally adjusted for the 12-month period ending in June.

## 2.3 Invoices

Each invoice shall include adequate detail to identify the services provided. Upon completion of each month's sweeping cycle, the Contractor shall submit a statement to the Village showing the following information:

- mileage per street
- curb miles swept
- non-curb miles swept
- miles or feet of special sweeps
- speed of sweeper
- gallons of water used
- cubic yards of debris removed

- Tac-o-graph report showing the speed and miles swept on each sweeper used during the billing period
- Cost associated with the sweeping of the parking lots shall be itemized separately

All sweeping work shall be paid for per sweeping cycle for each identified area. Payment will be made monthly upon approval and acceptance of the statement submitted by the Contractor.

#### 2.4 Quantities

The Village does not bind itself to purchase the full quantities stipulated in this Agreement as estimates. The quantities shown on **Exhibit B** are estimates and not exact. They represent past sweeping activity and estimates of future usage. Payment shall be made only for quantities ordered, delivered, and accepted, whether greater or less than the stated amounts.

#### 2.5 Errors

The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delay and without additional cost to the Village.

#### 2.6 Non-Discrimination

Contractor shall certify in the documents accompanying the offer to enter a public contract that Contractor has not discriminated and will not discriminate against any minority, woman, or emerging small business enterprise, or a business enterprise that is owned or controlled by or that employs a disabled veteran, in obtaining a required subcontract.

#### 2.7 Hours of Labor

For the labor performed under this Agreement, no person shall be employed for more than eight (8) hours in any one day, or forty (40) hours in any one week, except in the cases of necessity or emergency, or where the public policy absolutely requires it, and, in such cases, except cases of contracts for personal services as defined by Illinois Department of Labor, the laborer shall be paid at least time and a half for all overtime in excess of eight (8) hours a day and for all work performed on Saturday and on any legal holiday, per Illinois Department of Labor. In cases of contracts for personal services as defined by Illinois Department of Labor, any laborer shall be paid at least time and a half for all hours worked in excess of forty (40) hours in any one week except for those individuals excluded by Illinois Department of Labor.

#### 2.8 Medical Care and Workers' Compensation

The Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care, or other needed care and attention incident to sickness or injury, to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the employees pursuant to any law, contract, or

agreement for the purpose of providing or paying for such service.

#### 2.9 Records

The Village shall have access to such books, documents, papers, and records of the Contractor as are directly pertinent to this Agreement for the purpose of making audits, examination, excerpts, and transcripts.

The Contractor shall maintain records to assure conformance with the terms and conditions of this Agreement, and to assure adequate performance and accurate expenditures within the contract period. The Contractor agrees to permit the Village, the State of Illinois, the federal government, or their duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

#### 2.10 Contractor's Office

The Contractor shall be required to maintain an office, which shall be provided with telephones and such personnel as may be necessary to take care of complaints, to receive orders for Additional Services, or to receive any other instruction. Responsible management or supervisory persons shall be accessible at or through the office so as to assure the required performance under the Agreement. When the office is closed, a telephone answering service shall be in operation to receive messages.

#### 2.11 Contractor Contact

The Contractor agrees to designate one (1) primary and one (1) backup person who will be the responsible contact person for the Contractor with respect to implementation of the Agreement and communication of information necessary for the performance of the Agreement. The Contractor shall provide the Village with an emergency phone number that shall be answered 365 days/year, 24 hours per day. The Village shall have communication to the sweeper by cellular phone through the Contractor.

#### 2.12 Project Safety

The Contractor agrees that in performing the work contained within this Agreement, that it will meet all regulations in safety as required by OSHA. The Contractor further agrees that it will bring to the attention of the Village all conditions on the job site or contained within the specifications which appear to be in violation of the provisions of OSHA. The Contractor further agrees that it will include within all subcontracts or contracts for purchase of materials, provisions requiring said supplier or subcontractors to meet OSHA standards. All materials, components, and design elements of this Agreement will be reviewed and an affirmative determination made by the Contractor that they meet the requirements of OSHA.

#### 2.13 Incidental Costs

The Contractor shall be responsible for all miscellaneous and incidental costs associated with sweeping and removal of debris for the VILLAGE OF FRANKLIN PARK's streets and lots.

### **3.0 Service Requirements**

#### **3.1 Scope of Services**

The Contractor shall perform all work and furnish all tools, materials, and equipment in order to provide all necessary street sweeping, collection, and disposal services consistent with the accepted practices for other similar services, performed to the Village's satisfaction, within the time period prescribed by the Village and pursuant to the direction of the Utilities Commissioner or designee. The Contractor assumes the risk of all conditions foreseen or unforeseen and agrees to continue to perform the work described in this Agreement without additional compensation where debris collects on streets caused by excessive rainfall or caused by wind storm. These corrections shall not give rise to a claim for additional compensation or allow substantial variance from the agreed schedule.

#### **3.2 Response Times**

In the event of an accident, spill, or emergency, as determined by the Village, the Contractor agrees to respond to and perform such services April 1 through November 30, 24 hours per day, within 30 minutes of receiving telephone notice from the Village to proceed. All sweepers must be road legal and able to travel at highway speeds (55 MPH) to assure quick response time.

#### **3.3 Contractor's Work Schedule**

All Village streets shall be swept per the schedule set forth in the Services to be provided section of this Agreement. Exact days for sweeping will be provided by the Utilities Commissioner or designee. Street sweeping for business and high traffic main arterials will be done between the hours of 4:00 am to 7:00 pm, and residential streets shall be swept between the hours of 7:00 am and 7:00 pm.

If the work performed does not correspond to the schedule, the Contractor shall submit a revised schedule when requested by the Utilities Commissioner or designee.

#### **3.4 Sweeping Schedule**

The Contractor shall establish and submit for approval a regular schedule of performance that will include sweeping all the streets at minimum times for each designated area, in approximately the same order so the adjacent residents will be able to prepare their street for sweeping. If the Village deems it necessary, the Contractor may be required to sweep a street or streets more often. Once established, the Contractor shall adhere to the approved schedule.

#### **3.5 Records/Logs**



Within ten (10) calendar days of the execution of this Agreement, the Contractor shall submit for the Village's approval a monthly sweeping schedule, together with a planned route outlined on maps furnished by the Village. The Contractor shall observe any legal holiday as specified in the Village's calendar and indicate all schedule modifications if a holiday falls on a regular sweeping day. Should the Contractor need to modify the schedule, as submitted, the Contractor shall give not less than seven (7) calendar days' written notice of any changes to the Utilities Commissioner or designee.

The Contractor shall maintain accurate records of the services performed and of the site utilized for disposal of the street sweeping debris. At a minimum, these records shall show dates and times of transportation and disposal, amount of disposed debris or material, the name and location of the disposal site used, the name of the streets where the services were performed, and amount of sweeper hours and sweeper speed while cleaning. The Contractor shall provide the Village a written report giving the information required in the preceding sentence along with the monthly invoice. It is the Contractor's responsibility to provide the Village with all required information stated in this section.

### 3.6 Employees

All Contractor's employees and agents who participate in the performance of the services shall be safe, competent, and skilled in the performance of such work. The Contractor shall require all employees to be courteous at all times to the public, to perform their work as quietly as possible, and to be neat in appearance.

The Contractor agrees to provide an adequate supervision and number of staff in order to provide the services and ensure the continuity of sweeping operations.

Incompetent, careless, or negligent employees or agents shall be promptly discharged or removed from performing work on the Village's project by the Contractor, upon written request of the Village. Failure to comply with such request is sufficient grounds for termination of the contract.

### 3.7 Contractor's Equipment

The equipment required for performance of the Agreement shall be street sweepers (Mechanical or Regenerative Air), and will have a minimum 3.5 cubic yard holding capacity. All equipment shall be maintained in good working condition and repair, and operate at the original manufacturer's specifications.

Sweeping equipment shall be equipped with the proper warning lights as applies to slow moving and/or maintenance vehicles and shall meet all vehicle-operating requirements of the State of Illinois.

The primary sweeper shall not be more than three (3) years old and the secondary sweeper shall be no more than (5) five years old at the beginning of the contract. In addition the secondary

sweeper shall not be used more than 10% of the time. During those times both sweepers are cleaning, the 10% does not apply. The acceptability of the Contractor's street sweepers for the Village's needs shall be subject to the approval or disapproval of the Utilities Commissioner or designee.

Regenerative air sweepers shall be used for the storm water management program and Mechanical sweepers (double-gutter brooms) for rock spills, road sand, windstorms, heavy debris, and when necessary to properly clean any public right-of-way.

The Contractor must possess a roll-off truck that is not more than ten (10) years old. The roll-off truck shall have a minimum payload capacity of 12.5 tons.

All sweeping vehicles will be numbered and shall have the Contractor's name and vehicle number painted in letters of contrasting color at least four inches high on each side and on the back of each vehicle. No advertising shall be permitted other than the name of the Contractor.

Sweeping equipment shall be equipped with a speed-monitoring device. The Contractor shall submit with the monthly invoice a Tac-o-graph report showing the speed and miles swept on each sweeper used for this Agreement. Failure to comply with these requirements shall be just cause for termination of the Agreement.

All vehicles shall be kept in a clean and sanitary condition, have whisper fans for quieter operation, working spray systems for dust control, and high dump sweeper trucks capable of dumping directly to a dumpster, leaving no debris on the ground.

The Contractor shall keep a sufficient supply of spare brooms and parts to insure continuous operation. Worn brushes and brooms shall be replaced and adjusted to insure maximum efficiency. The determination of when a brush or broom shall be replaced shall be based on the effectiveness of all the brushes and brooms.

### 3.8 Cleaning Standard

All streets and intersections shall be swept clean, and no piles of debris shall be left anywhere within any streets or public rights-of-way. Although regular cleaning is normally along gutter or street edge, the entire travel lane, gutter to gutter or pavement edge to pavement edge, will be clean when sweeping has been completed. Water shall be used as required to control dust. The Contractor will be responsible for removing sticks, rocks, or other debris left behind the sweeper. The sweeper shall avoid tracking mud during operation. Correction of these items shall be done at no additional cost to the Village.

Extra care shall be taken in the loading and transportation of street sweeping debris and other waste so that none of the collected material is left either on private property or on the street. Cleaning speed will be between 4 and 6 miles per hour. Any waste left on private property or on streets by the Contractor shall immediately be removed upon notice from the Utilities Commissioner or designee.

The Contractor shall be responsible for the cleaning of all debris spilled or tracked on any street, public place, or private property by any of its equipment. If the Contractor fails to clean debris spilled or tracked within the same day notice is given by Public Works, the Utilities Commissioner or designee may cause such streets to be cleaned and charge the costs to the Contractor. The Village is authorized to deduct such cost from any payments due to the Contractor.

### 3.1 Water Use

The Village will provide water at hydrants for filling the water spray system on the sweepers, filling flusher trucks for sweeping, and for flushing the Village-owned streets and facilities. The Contractor shall use a hydrant meter, provided by the Village, when filling water tanks from hydrants. The Contractor shall maintain a water use record and submit this information as part of the monthly billing invoice.

### 3.2 Inspections

Inspection will be performed on a regular basis, as well as spot checks in response to citizens' complaints. Any deficiencies found will be reported to the Contractor for immediate correction.

### 3.3 Dust Control, Water, and Air Pollution

During all phases of work, and when directed, the Contractor shall take precautions to abate dust nuisances by cleaning up, sweeping, sprinkling with water, or other means as necessary to accomplish the suppression of dust.

During the term of the contract, the Contractor's operations shall conform to applicable laws and regulations of the Illinois Environmental Protection Agency, and other agencies of the State and Federal Government, as well as local ordinances designed to prevent, control, and abate water and air pollution.

### 3.4 Debris Removal

The Contractor shall not dump debris on the ground. The Contractor may provide his/her own drop boxes and transport equipment to haul the debris or the Contractor must use the local designated Village waste disposal franchise to haul debris. Drop box minimum capacity shall be no less than 11.5 cubic yards.

The Contractor shall make prior arrangements with the Utilities Commissioner or designee for the placement of all drop boxes to be used for the dumping of street sweeping wastes. The Contractor shall provide reflective cones or other highly visible devices to mark drop boxes at their locations. Debris boxes shall be removed daily.

The Contractor is required to have a back-up means of handling material in case of primary equipment failure.

### 3.5 Utilities

The Contractor shall be obligated to protect all public and private utilities from damage while performing the services. The Contractor shall be responsible for any and all restoration or replacements costs due to damages resulting from the Contractor's activities.

## **4.0 Hazardous Substances**

The Contractor recognizes that the debris or material collected by its street sweepers may contain dangerous or hazardous materials or wastes. The Contractor agrees to collect, handle, transport, and dispose of the debris or material and perform the services specifically in accordance with all applicable local, state, and federal laws, standards, rules, and regulations now in effect or hereafter amended or enacted. This shall include without limitations, all regulations by the Illinois Environmental Protection Agency and the United States Environmental Protection Agency.

The Contractor shall be responsible to obtain and pay for any and all permits or licenses required by the Village or any other local, state, or federal government authority that are necessary to perform the services, and provide copies of such to the Village. The Contractor shall obtain RPZ/Meter Assemblies from the Village, for filling from fire hydrants, upon execution of the Agreement covering all sweepers engaged in performing the services. The Contractor shall require that all operators of its street sweeping equipment maintain current, valid, appropriate commercial class of Illinois Driver's Licenses.

## **5.0 Disposal**

The Contractor shall have an operating screen plant using a one (1) inch or finer screen and equipment on impermeable surface with sand-oil separator for the processing of material prior to final disposal. Best management practices shall be followed as closely and in as practical a manner as possible.

Except for leaf, street debris under this Agreement will not be used, added, blended, or modified in any way to make a product, or as to risk contaminating a product, that will be given, sold, or make its way for public use. For this reason, recycling centers will generally be considered unacceptable for the processing of debris.

If debris is unscreened, all unscreened sweeping debris will be disposed of at an approved disposal site or transfer station for solid wastes.

Debris wastes shall be disposed of as dirt fill, after testing to identify any possible contamination, and only after plastics, papers, and other trash and solid wastes have been removed using a one

(1) Inch or finer screen system. Disposal of solid wastes shall be at an approved disposal site or transfer station.

Any exemptions to these specifications must receive written approval from the permitting authorities and the Village.

Within the first 30 days of this Agreement, and as requested by the Village during the term of the Agreement, the Contractor must provide to the Village a detailed description of the following:

- who is managing the process of debris
- how the debris is being handled
- where the debris is being disposed
- description of the equipment used

The waste processing facilities may be subject to inspection as any time during the term of this Agreement.

## **6.1 Waste Sites**

The Contractor shall operate waste storage sites in such a manner as to meet all safety and health requirements of state and local agencies. Site operations or the result of such operations which create a nuisance problem or which result in damage to the public and private properties shall not be permitted.

The Contractor will be responsible for obtaining the necessary permits for dumping at waste sites provided by the Contractor.

The Contractor is responsible for all disposals of sweepings. Only temporary storage is allowed on designated Village property and must be removed within 24 hours of completion of work.

The Contractor shall dispose of, at its cost, street sweeping waste to a disposal site approved by and in compliance with the disposal requirements of the Illinois Environmental Protection Agency and any other federal, state, or local agency or department with jurisdiction. The Contractor shall not temporarily store any street sweeping spoils or waste at any site other than a disposal site that has been approved by the Illinois Environmental Protection Agency for that specific purpose. The Contractor shall collect, temporarily store, as needed, remove, and dispose of all accumulated debris in an environmentally sound manner. Removed leaves and woody debris shall be disposed of at a compost recycling facility. Debris includes all materials normally picked up by mechanical or vacuum-type street sweepers, such as, but not limited to, sand, salt, glass, paper, cans, leaves, grass, gravel, and any other materials which may be found on a paved street and which can be swept into a mechanical, vacuum-type, or regenerative air street sweeper.

EXHIBIT C  
VILLAGE OF FRANKLIN PARK

**FEE COMPENSATION**

Having carefully examined the Agreement titled, Franklin Park Street Sweeping Services, as well as the site of the project and conditions affecting the work, the Contractor agrees to furnish all the labor, materials, equipment, superintendence, and insurance, as well as other accessories and services, necessary to perform and complete all of the work required by and in strict accordance with this Agreement and the implied intent thereof, for the following schedule of unit prices:

<b><u>Unit Prices</u></b>	<b><u>Cycle Price</u></b>	<b><u>Extended Price</u></b>
A. Residential Street Sweeping: One cycle per week for 37 weeks	_____	_____
B. Main Arterial Street Sweeping: Two cycles per week for 37 week	_____	_____
C. Parking Lot Sweeping: Three sweepings	_____	_____
D. Industrial Area sweeping: Four sweepings	_____	_____
	<b>Extended Total:</b>	
E. Additional Services: Hourly Rate		_____

EXHIBIT D  
VILLAGE OF FRANKLIN PARK  
9500 Belmont Avenue  
Franklin Park, Illinois 60131  
(847) 671-8253

**TAX IDENTIFICATION NUMBER**

In order for you to receive payment from the VILLAGE OF FRANKLIN PARK, you must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business.

Please complete the following information request form and return it to the VILLAGE OF FRANKLIN PARK prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

\_\_\_\_\_ Corporation                      \_\_\_\_\_ Partnering                      \_\_\_\_\_ Government  
\_\_\_\_\_ Individual/Proprietor                      \_\_\_\_\_ other (explain)                      \_\_\_\_\_ Consultant

TIN No.: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_

\_\_\_\_\_ Date

\_\_\_\_\_ Authorized Signature (required)

EXHIBIT E

**ADDITIONAL SERVICES  
REQUEST ORDER**

**VILLAGE OF FRANKLIN PARK**  
9500 Belmont Avenue  
Franklin Park, Illinois 60131

**Date:** \_\_\_\_\_

**TO:**

**Job Description**  
**Street Sweeping**

**SPECIAL SWEEP DESCRIPTION**

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**Signature of Public Works Representative:**

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