

Scott Bloom, President
Advance Sweeping Services Inc.
557 King Muir Rd.
Lake Forest, IL 60045

Attention: Tom Fulton
TFulton@oak-park.us
Public Works Department
Village of Oak Park
123 Madison Street
Oak Park, IL 60302-4272

Re: Request for Economic Price Adjustment re. 2022-2023 Street Sweeping Program

October 16, 2023

Explanation and supporting information: Advance Sweeping Services Inc., is requesting the price adjustment of 3.6% based on the increased cost of delivering services. The proposed price increase is justified by our need to accommodate changes to our direct costs and is based on the data reflected in the *Chicago Area Price Consumer Price Index – All (CPI-U)*¹

Item No.	Description	Current Price	Proposed Price
1	Business District Areas (12 total)	\$555.50	\$575.52
2	Main Arterials	\$2,777.50	\$2,877.49
3	Residential Streets	\$8,332.50	\$8,632.47
4	Leaf Pickup Program Sweeping (per sweeper) (hourly rate)	\$124.43	\$128.91
5	Sweeping Special Events (per hour)	\$161.11	\$166.91

We ask that the above adjustment take effect by January 1, 2024.

Thank you for your consideration.



Scott Bloom, President
Advance Sweeping Services Inc.
scott@advancegroupllc.net
219-405-4186

¹ https://www.bls.gov/regions/midwest/news-release/consumerpriceindex_chicago.htm



The Office of the Illinois Secretary of State

New Facility Hours and Appointments

APPOINTMENTS REQUIRED for REAL ID, DL/ID card services and in-car driving tests. Check your local DMV facility for [extended hours and appointment availability](#).



Business Entity Search

Entity Information

Entity Name	ADVANCE SWEEPING SERVICES, INC.		
File Number	72083806	Status	ACTIVE
Entity Type	CORPORATION	Type of Corp	FOREIGN BCA
Qualification Date (Foreign)	12-23-2019	State	INDIANA
Duration Date	PERPETUAL		
Annual Report Filing Date	10-29-2023	Annual Report Year	2023
Agent Information	ROBERT W BLOOM 557 N KING MUIR RD LAKE FOREST ,IL 60045	Agent Change Date	12-23-2019

Services and More Information

Choose a tab below to view services available to this business and more information about this business.

- Available Services
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Office of the Secretary of State

213 State Capitol
Springfield, IL 62756

115 S. LaSalle St., Ste. 300
Chicago, IL 60603

800-252-8980 (toll free in Illinois)

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Regular Village Board meetings are held at 7:30 p.m., the first and third Mondays of each month in Council Chambers of Village Hall, 123 Madison St. When a regular meeting falls on a holiday, the meeting typically is held the following night. The Village Board also meets in special sessions, usually on the second and fourth Monday. However, dates and times of special meetings can vary and may change.

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File #: RES 22-225 **Name:**

Type: Resolution **Status:** Consent Agenda

In control: President and Board of Trustees

On agenda: 9/19/2022 **Final action:**

Title: A Resolution Approving an Independent Contractor Agreement with Advance Sweeping Services Inc. for Village Wide Street Sweeping Services in a Total Amount Not to Exceed \$190,000.00 and Authorizing its Execution

Attachments: [1. Resolution - 2022 Village Wide Street Sweeping Services - Advance](#), [2. Independent Contractor Agreement - 2022 Village Wide Street Sweeping - Advance](#), [3. Attachments - 2022 Village Wide Street Sweeping Service - Advance](#)

[History \(0\)](#) [Text](#)

Submitted By

Rob Sproule, Director of Public Works

Reviewed By

A.M. Zayyad

Agenda Item Title

A Resolution Approving an Independent Contractor Agreement with Advance Sweeping Services Inc. for Village Wide Street Sweeping Services in a Total Amount Not to Exceed \$190,000.00 and Authorizing its Execution

Overview

The Public Works Department is responsible for maintaining approximately 250 lane miles which includes the sweeping of main arterials and residential streets as well as the twelve separate Business District Areas. Advance Sweeping Services Inc. provided the lowest responsible bid.

Recommendation

Adopt the Resolution.

Fiscal Impact

The Fiscal Year 2022 Street Services budget contains \$110,000.00 to perform street sweeping services in the General Contractual account no., 1001-43740-761-530660. \$40,000.00 is currently unencumbered in the account to cover street sweeping services for the remainder of 2022.

The proposed Fiscal Year 2023 budget contains a request for \$150,000.00 for these services in the General Contractual account no., 1001-43740-761-530660

Background

One of the responsibilities of the Public Works Department is to sweep the streets. This work over the last ten years has been completed by a contractor working for the Village. There are approximately 250 lane miles of streets that need to be swept regularly. Business districts and main street roadways are typically swept 16 times a year. Residential streets are typically swept eight times a year. The proposed contract is for eight sweepings plus the fall leaf pickup operation sweeping. The first year of the contract would be for 16 months to adjust the contract to our annual budget cycle ending December 31, 2023, with an option for two additional one-year renewals.

Competitive bids were opened on July 15th, 2022, in response to a call for bids for 2022-2023 Village Wide Street Sweeping Services that was sent out on June 29, 2022. The bid was advertised in the Wednesday Journal and was posted on the Village web site. Three bids were received. The low responsible bid was submitted by Advance Sweeping Services Inc. The bid summary is attached.

Advance Sweeping Services, Inc. has done similar work for surrounding Village's for the last 3 years. They have provided responsive and quality work.

Alternatives

The Village Board could delay action to gain additional information.

Previous Board Action

The Village Board has approved contractor's work for this type of service annually in the past.

Citizen Advisory Commission Action

N/A.

Anticipated Future Actions/Commitments

It is anticipated that the Public Works Department will be bringing this contract to the Village Board annually for renewal consideration until 2025.

Intergovernmental Cooperation Opportunities

N/A.

ORIGINAL

RES 22-225_J_091922

RESOLUTION

A RESOLUTION APPROVING AN INDEPENDENT CONTRACTOR AGREEMENT WITH ADVANCE SWEEPING SERVICES INC. FOR VILLAGE WIDE STREET SWEEPING SERVICES IN A TOTAL AMOUNT NOT TO EXCEED \$190,000.00 AND AUTHORIZING ITS EXECUTION

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois ("Village"), in the exercise of their home rule powers, that the Independent Contractor Agreement ("Agreement") with Advance Sweeping Services Inc. for Village wide street sweeping services in an amount not to exceed \$40,000.00 in fiscal year 2022 and \$150,000 in fiscal year 2023 and two (2) additional one-year renewals thereafter is approved and the Village Manager is authorized to execute the Agreement in substantially the form attached.

THIS RESOLUTION shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 19th day of September, 2022 pursuant to a roll call vote as follows:

Voting	Aye	Nay	Abstain	Absent
President Scaman	✓			
Trustee Buchanan	✓			
Trustee Enyia	✓			
Trustee Parakkat	✓			
Trustee Robinson	✓			
Trustee Taglia	✓			

APPROVED this 19th day of September, 2022.


Vicki Scaman, Village President

ATTEST


Christina M. Waters, Village Clerk



ORIGINAL

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (hereinafter referred to as the "Contract" or "Agreement") is entered into on the 23 day of September, 2022, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village"), and Advance Sweeping Services, Inc., an Illinois corporation (hereinafter referred to as the "Contractor").

WHEREAS, Contractor submitted a Proposal dated July 11, 2022, a copy of which is attached hereto and incorporated herein by reference, to provide services for the 2022-23 Village Wide Street Sweeping Services (hereinafter referred to as the "Work") pursuant to the Village's Request for Proposals dated June 29, 2022, incorporated herein by reference as though fully set forth; and

WHEREAS, the Contractor represented in said Proposal that it has the necessary personnel, experience, and competence to promptly complete the Project and the Work required hereunder (hereinafter referred to as the "Work"); and

WHEREAS, Contractor shall perform the Work pursuant to the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Contract, and other good and valuable consideration received and to be received, it is mutually agreed by and between the parties as follows:

1. RECITALS INCORPORATED

The above recitals are incorporated herein as though fully set forth.

2. SCOPE OF WORK

Contractor shall perform the Work for the Project in accordance with its Proposal for a price not to exceed \$190,000.00 ("Contract Price"). Contract shall be from the date of award through December 31, 2023. Contractor shall complete the Work in accordance with any applicable manufacturers' warranties and in accordance with its Proposal, the Village's Request for Proposals, and this Contract, all of which together shall constitute the "Contract Documents." The Contractor acknowledges that it has inspected the site(s) where the Work is to be performed and that it is fully familiar with all of the conditions at the site(s), and further that its Proposal has adequately taken into

consideration all of the conditions at the sites. The Contractor hereby represents and warrants that it has the skill and experience necessary to complete the Work in a good and workmanlike manner in accordance with the Contract Documents, and that the Work shall be free from defects.

Contractor shall achieve completion of all work required pursuant to the Contract Documents by December 31, 2023 ("Contract Time"). The Contract Time is of the essence. In the event the Contractor fails to complete the Project on or before said date, the Village shall be entitled to liquidated damages in the amount of \$500.00 per day for each day the Project remains uncompleted beyond the completion date set forth above. This amount is not a penalty, and the parties agree to said amount given the difficulties associated with determining or calculating damages to the Village in the event the Project is not completed on time. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the site(s).

3. DESIGNATED REPRESENTATIVES

Contractor shall designate in writing a person to act as its designated representative with respect to the Work to be performed under this Contract who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of Contractor and with the effect of binding Contractor. The Village is entitled to rely on the full power and authority of the person executing this Contract on behalf of Contractor as having been properly and legally given by Contractor. Contractor shall have the right to change its designated representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 12 of this Agreement.

The Village's Public Works Director shall be deemed the Village's authorized representative for purposes of this Agreement, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Contract. Contractor is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing Contractor with written notice of such change which notice shall be sent in accordance with Section 12 of this Agreement.

4. TERM OF CONTRACT

Contractor shall perform the Work pursuant to this Contract beginning on the effective

date as defined herein and ending on December 31, 2023. The term of this Contract may be renewed in writing for two (2) additional one (1) year periods of time pursuant to the consent of the parties and as set forth in the Request for Proposals.

5. PAYMENT SCHEDULE

Contractor shall, as a condition precedent to its right to receive any payment, submit to the Village an application for payment and such receipts, vouchers, and other documents as may be necessary to establish the Contractor's payment for all labor and material and the absence of any interest whether in the nature of a lien or otherwise of any party in any property, work, or fund with respect to the Work performed hereunder. Such documents shall include, where relevant, the following forms, copies of which are attached hereto:

- (i) Contractor's sworn statement;
- (ii) Contractor's partial or final waiver of lien;
- (iii) Subcontractor's sworn statement(s); and
- (iv) Subcontractor's partial or final waiver of lien.

Payment by the Village shall be conditioned upon an inspection by the Village of the Work completed and submission of required waivers by the Contractor. Payment by the Village shall in no way constitute a waiver of, or relieve the Contractor from, any defects in the work. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* Final payment for any Work performed by the Contractor pursuant to an invoice by Contractor shall be made by the Village to the Contractor when Contractor has fully performed the work and the work has been approved by the Village and submission of required waivers and paperwork by Contractor. Approval of the work and issuance of the final payment by the Village shall not constitute a waiver of, or release Contractor from, any defects in the work.

The Village shall have the right to withhold from any payment due hereunder such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to Work which is defective or does not conform to the Contract Documents; damage for which Contractor is liable hereunder; liens or claims of liens; claims of third parties, subcontractors, or material men; or any failure of the Contractor to perform any of its obligations under this Contract. The Village may apply any money withheld or due Contractor hereunder to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and attorney's fees incurred, suffered, or sustained by the Village and chargeable to Contractor.

6. TERMINATION

The Village may terminate this Contract for cause, which includes but is not necessarily limited to, the Contractor's failure to perform the work pursuant to this Contract. The Village shall provide the Contractor with five (5) days' written notice of a termination for

cause pursuant to the provisions of Section 12 below. The Village may also terminate this Contract when it determines the same to be in its best interests by giving fourteen (14) days' written notice to Contractor pursuant to the provisions of Section 12 below. In such event, the Village shall pay to Contractor all amounts due for the work performed up to the date of termination.

7. COMPLIANCE WITH APPLICABLE LAWS

Contractor shall comply with all applicable laws, regulations, and rules promulgated by any federal, state, county, municipal and/or other governmental unit or regulatory body now in effect during the performance of the work. By way of example only and not as a limitation, the following are included within the scope of the laws, regulations and rules with which the Contractor must comply: all forms of workers' compensation Laws, all terms of the equal employment opportunity rules and regulations of the Illinois Department of Human Rights, statutes relating to contracts let by units of government, and all applicable civil rights and anti-discrimination laws and regulations.

8. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall waive any right of contribution against the Village and shall indemnify and hold harmless the Village and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright-protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Village and its officers, officials, employees, volunteers and agents would otherwise have. The Contractor shall similarly protect, indemnify and hold and save harmless, the Village and its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees incurred by reason of the Contractor's breach of any of its obligations under, or the Contractor's default of, any provisions of this Contract. The indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' compensation or disability benefit acts or employee benefit acts.

9. INSURANCE

Contractor shall at Contractor's expense secure and maintain in effect throughout the duration of this Contract, insurance of the following kinds and limits set forth in this Section. Contractor shall furnish "Certificates of Insurance" to the Village before beginning work on the Project pursuant to this Contract. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail thirty (30) days written notice to the certificate holder named to the left."

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(A) Commercial General Liability:

i. Coverage to include Broad Form Property Damage, Contractual and Personal Injury.

ii. Limits:

General Aggregate	\$ 2,000,000.00
Each Occurrence	\$ 1,000,000.00
Personal Injury	\$ 1,000,000.00

iii. Coverage for all claims arising out of the Contractor's operations or premises and anyone directly or indirectly employed by the Contractor.

(B) Workers' Compensation:

i. Workers' compensation insurance shall be provided in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who perform the Work pursuant to this Contract, and if work is subcontracted pursuant to the provisions of this Contract, Contractor shall require each subcontractor similarly to provide workers' compensation insurance. In case employees engaged in hazardous work under this Contract are not protected under the Workers' Compensation Act, Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(C) Comprehensive Automobile Liability:

i. Comprehensive Automobile Liability coverage shall include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.

ii. Limits:

Combined Single Limit \$1,000,000.00

(D) Umbrella:

i. Limits:

Each Occurrence/Aggregate

\$5,000,000.00

(E) The Village and its officers, officials, employees, agents and volunteers shall be named as additional insureds on all insurance policies set forth herein except Workers' Compensation. The Contractor shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, employees, agents, and volunteers.

(F) The Contractor understands and agrees that any insurance protection 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, officials, employees, agents and volunteers as herein provided. The Contractor waives and shall have its insurers waive, its rights of subrogation against the Village, its officers, officials, employees, agents and volunteers.

10. GUARANTY

Contractor warrants and guarantees that its Work provided for the Project to be performed under this Contract, and all workmanship, materials, equipment, and supplies performed, furnished, used, or installed under this Contract, performed, furnished, used, or installed under this Contract, shall be free from defects and flaws in workmanship or design; shall strictly conform to the requirements of this Contract; and shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, this Contract. Contractor further warrants and guarantees that the strength of all parts of all manufactured materials, equipment, and supplies shall be adequate and as specified and that the performance requirements of this Contract shall be fulfilled.

Contractor shall, at no expense to the Village, correct any failure to fulfill the above guaranty that may appear at any time. In any event, the guaranty herein expressed shall not be sole and exclusive, and is additional to any other guaranty or warranty expressed or implied.

11. AFFIDAVIT OR CERTIFICATE

Contractor shall furnish any affidavit or certificate in connection with the work covered by this Contract as required by law.

12. NOTICES

Any notice required to be given by this Contract shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by email transmission to the persons and addresses indicated below or to such addresses and persons as either party hereto shall notify the other party of in writing pursuant to the provisions of this Section:

To the Village:

Village Manager
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302-4272
Email: villagemanager@oak-park.us

To Contractor:

Scott Bloom, President
Advance Sweeping Services, Inc.
557 King Muir Rd.
Lake Forest, Illinois 60045
Email: scott@advancegroupllc.net

Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

Notice by email transmission shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event email notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

13. AUTHORITY TO EXECUTE

The individuals executing this Contract on behalf of Contractor and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Contract.

14. EFFECTIVE DATE

The effective date of this Contract as reflected above and below shall be the date that the Village Manager executes this Contract on behalf of the Village.

15. ENTIRE CONTRACT; APPROVAL OF SUBCONTRACTORS

This Contract, including the documents incorporated by reference herein, sets forth the entire Contract between the parties with respect to the accomplishment of the Work. No right or interest in this Contract shall be assigned, in whole or in part, by either party without the prior written consent of the other party. The Village reserves the right to approve the use of subcontractors to complete any portion of the Work and to approve any applicable contract between the Contractor and a proposed subcontractor to perform any of the Work. This Contract shall be binding upon the parties and upon their respective heirs, executors, administrators, personal representatives, successors, and assigns, except as herein provided.

16. INDEPENDENT CONTRACTOR

Contractor shall have the full control of the ways and means of performing the Work referred to above and that the Contractor and its employees, representatives or subcontractors are not employees of the Village, it being specifically agreed that the Contractor bears the relationship of an independent contractor to the Village. The Contractor shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Work.

17. CONTRACT BOND

Before commencing the work on the Project, Contractor shall furnish a Contract Bond. The Contract Bond shall be in an amount of \$25,000.00 as security for the faithful performance of its obligations pursuant to the Contract Documents and as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bond shall be on the Village's form as included in the Request for Bids document, shall be issued by a surety satisfactory to the Village, and shall name the Village as a primary co-obligee. The Contract Bond shall become a part of the Contract Documents. The failure of Contractor to supply the required Contract Bond within ten (10) days after the Notice of Award or within such extended period as the Village may grant if the Contract Bond does not meet its approval shall constitute a default, and the Village may either award the Contract to the next lowest responsible proposer or re-advertise for proposals. A charge against Contractor may be made for the difference between the amount of Contractor's Proposal and the amount for which a contract for the Work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee.

18. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action pursuant to this Contract shall be in the Circuit Court of Cook County, Illinois.

19. AMENDMENTS AND MODIFICATIONS

This Contract may be modified or amended from time-to-time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Contractor.

20. NON-WAIVER OF RIGHTS

No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this Contract shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

21. CONFLICT

In case of a conflict between any provision(s) of the Village's Request for Bids or the Contractor's Bid and this Contract, this Contract and the Village's Request for Bids shall control to the extent of such conflict.

22. HEADINGS AND TITLES

The headings and titles provided in this Contract are for convenience only and shall not be deemed a part of this Contract.

23. COOPERATION OF THE PARTIES

The Village and Contractor shall cooperate in the provision of the Work to be provided by Contractor pursuant to this Contract and in compliance with applicable laws, including, but not limited to, the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* ("FOIA"), and the provision of any documents and information pursuant to a FOIA request. Contractor shall provide any and all responsive documents to the Village pursuant to a FOIA request at no cost to the Village.

24. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES

This Contract may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Contract. A facsimile or pdf/email copy of this Contract and any signature(s) thereon will be considered for all purposes as an original.

25. CERTIFIED PAYROLL

Contractor shall be solely responsible to maintain accurate records reflecting its payroll for its employees who perform any of the Work for the Village pursuant to this Contract and shall submit certified payroll records to the Village's Public Works Director at any time during the term of this Contract. Contractor shall provide said certified payroll records within seven (7) days upon the request of the Public Works Director.

26. EQUAL OPPORTUNITY EMPLOYER

Contractor is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A and Chapter 13 ("Human Rights") of the Oak Park Village Code are incorporated herein by reference.

The Contractor shall not discriminate against any employee or applicant for employment because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work, 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. The Contractor shall comply with all requirements of Chapter 13 ("Human Rights") of the Oak Park Village Code.

In the event of the Contractor's noncompliance with any provision of Chapter 13 ("Human Rights") of the Oak Park Village Code, the Illinois Human Rights Act or any other applicable law, the Contractor may be declared non-responsible and therefore ineligible for future Agreements or subcontracts with the Village, and the Agreement may be cancelled 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.


In all solicitations or advertisements for employees placed by it on its behalf, the Contractor shall state that all applicants will be afforded equal opportunity without discrimination because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work.


**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK

ADVANCE SWEEPING SERVICES, INC.


By: Kevin J. Jackson
Its: Village Manager


By: Susan E. Bloom
Its: President

Date: September 27, 2022

Date: September 30th, 2022

ATTEST

ATTEST


By: Christina M. Waters
Its: Village Clerk


By: Thomas Fulton
Its:

Date: Sept. 23, 2022

Date: September 30th, 2022

REVIEWED AND APPROVED
AS TO FORM


SEP 19 2022
Paul H. Knight
LAW DEPARTMENT



Office of the Secretary of State Jesse White

ilsos.gov

Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number 72083906
Entity Name ADVANCE SWEEPING SERVICES, INC.
Status ACTIVE

Entity Information

Entity Type CORPORATION
Type of Corp FOREIGN BCA
Qualification Date (Foreign) Monday, 23 December 2019
State INDIANA
Duration Date PERPETUAL

Agent Information

Name ROBERT W BLOOM
Address 557 N KING MUIR RD
LAKE FOREST , IL 60045
Change Date Monday, 23 December 2019

Annual Report

Filing Date Friday, 29 October 2021

For Year 2021

Officers

President Name & Address SCOTT BLOOM 1919 W 64TH PLACE MERRILLVILLE IN 46410
Secretary Name & Address ROBERT BLOOM 557 N KING MUIR RD LAKE FORREST IL 60045

RES 22-225_J_091922

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(One Certificate per Transaction)

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[Change of Registered Agent and/or Registered Office](#)

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Thu Aug 10 2023

**SECTION IV
BID FORM (Pricing)**

THE UNDERSIGNED PROPOSES TO FURNISH EQUIPMENT, MANPOWER AND MATERIAL TO COMPLETE THE VILLAGE WIDE STREET SWEEPING LOCATIONS AS INSTRUCTED BY THE STAFF OF THE PUBLIC WORKS DEPARTMENT, VILLAGE OF OAK PARK, 201 SOUTH BOULEVARD, OAK PARK, IL 60302.

No.	Item Description	Quantity	Unit Price	Total Price
1.	Business District Areas Twelve (12) areas total	16 Each	<u>\$555.50</u>	<u>\$8,888.00</u>
2.	Main Arterials	16 Each	<u>\$2,777.50</u>	<u>\$44,440.00</u>
3.	Residential Streets	8 Each	<u>\$8,332.50</u>	<u>\$66,660.00</u>
4.	Hourly Rate for Leaf Pickup Program Sweeping (per sweeper)	200 Hours	<u>\$124.43</u>	<u>\$24,886.00</u>
Total Price				<u>\$144,874.00</u>

Cost for Sweeping Special Events Per Hour \$161.11

BID SIGNATURE: 

State of Illinois)

County of Lake County)

Scott Bloom

TYPE NAME-OF-SIGNEE

being first duly sworn on oath deposes and says that the Bidder on the above bid is organized as indicated below and that all statements herein made on behalf of such Bidder and that this deponent is authorized to make them, and also deposes and says that he has examined and

carefully prepared their bid from the Contract Exhibits and Specifications and has checked the same in detail before submitting this bid; that the statements contained herein are true and correct.

Signature of Bidder authorizes the Village of Oak Park to verify references of business and credit at its option.

Signature of bidder shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgments.

Dated: July 11 / 2022

Advance Sweeping Services Inc.

Organization Name (Seal - If Corporation)

By:

557 King Muir Rd, Lake Forest, IL 60045

Authorized Signature

Address

219-398-7520

Telephone



Subscribed and sworn to before me this 11 day of July, 2022.

in the State of INDIANA. My

Commission
Notary Public

Expires on 11 / 15 / 2028



MUNICIPAL QUALIFICATION REFERENCE SHEET

Bidders shall furnish a minimum of three (3) references from projects similar in scope within the last two (2) years.

MUNICIPALITY Chicago Park District
ADDRESS 541 N. Fairbanks, Chicago, IL 60611
CONTACT Ernest Alvarado
PHONE 312-735-2228
WORK street sweeping
PERFORMED 2020-present

MUNICIPALITY MWRD of Greater Chicago
ADDRESS 100 East Erie St., Chicago, IL 60611
CONTACT Raphael Frost
PHONE 708-588-4302
WORK street sweeping
PERFORMED 2021-present

MUNICIPALITY Village of Roselle
ADDRESS 474 Congress Circle North, Roselle IL 60172
CONTACT Jeffrey O'Dell
PHONE 630-671-2360
WORK street sweeping
PERFORMED 2021-present

SECTION V
BIDDER CERTIFICATION

Advance Sweeping Services Inc., as part of its Bid on an agreement for Village Wide Street Sweeping Services for the Village of Oak Park, hereby certifies that said bidder selected is not barred from proposing on the aforementioned agreement as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirement.

Scott Bloom 

(Authorized Agent of bidder selected)

Subscribed and sworn to before me this 11 day of July, 2022.



Notary Public's Signature

- Notary Public Seal -



**SECTION VI
TAX COMPLIANCE AFFIDAVIT**

Scott Bloom, being first duly sworn, deposes and says:

that he/she is President of
(partner, officer, owner, etc.)

Advance Sweeping Services Inc.
(bidder selected)

The individual or entity making the foregoing Bid or proposal certifies that he/she is not barred from entering into an agreement with the Village of Oak Park because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity making the Bid or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the municipality to recover all amounts paid to the individual or entity under the agreement in civil action.

[Handwritten Signature]

By:
Its: President

Scott Bloom
(name of bidder if the bidder is an individual)
(name of partner if the bidder is a partnership)
(name of officer if the bidder is a corporation)

The above statement must be subscribed and sworn to before a notary public.

Subscribed and sworn to before me this 11 day of July, 2022.

[Handwritten Signature]
Notary Public's Signature

- Notary Public Seal -



XII
CONTRACT BOND

Bond No. 404250895

Contract Bond

Advance Sweeping Services, Inc., as PRINCIPAL, and
The Ohio Casualty Insurance Company as SURETY, are held and firmly bound unto the
Village of Oak Park (hereafter referred to as "Village") in the penal sum of (\$25,000.00)
Twenty Five Thousand Dollars and 00/100, well and truly to be paid to the
Village, for the payment of which its heirs, executors, administrators, successors and assigns,
are bound jointly to pay to the Village under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the Principal has entered into a written contract with the Village, acting through its President and Board of Trustees, for the construction of work, which contract is hereby referred to and made a part hereof as if written herein at length, and whereby the Principal has promised and agreed to perform the work in accordance with the terms of the contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work, including paying not less than the prevailing rate of wages in Cook County, where the work is for the construction of any public work subject to the Prevailing Wage Act, and has further agreed to save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; and has further agreed that this bond will inure to the benefit of any person, firm, company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money.

NOW THEREFORE, if the Principal shall well and truly perform the work in accordance with the terms of the contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in the contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of performance thereof and until the work shall have been accepted, and shall save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect


CONTRACT BOND CONTINUED

whatever; and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of the contract, then this obligation will be void; otherwise it will remain in full force and effect.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have caused this instrument to be signed by their respective officers this 29th day of September, 2022.

NAME OF PRINCIPAL

Advance Sweeping Services, Inc.

By: 
Signature

By: Scott E. Bloom
Printed Name


Its: President
Title

Subscribed to and Sworn before me on the
29th day of September, 2022.


Notary Public

NAME OF SURETY

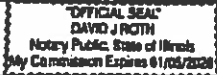
The Ohio Casualty Insurance Company

By: 
Signature of Attorney-in-Fact
Tracie House

Subscribed to and Sworn before me on the

29th day of September, 2022


Notary Public **David J. Roth**



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



Liberty Mutual
SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Tracie House of the city of South Bend, state of IN its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Advance Sweeping Services, Inc.

Obligee Name: Village of Oak Park

Surety Bond Number: 404250895 Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of March, 2021.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

ss

On this 12th day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044

Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following by-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of September, 2022.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER The Horton Group 340 Columbia Place South Bend IN 46801	CONTACT NAME: PHONE (A/C, No, Ext): 574-334-5555 (A/C, No):		
	E-MAIL ADDRESS: certs@hortongroup.com		
INSURED ADVANSE-01 Advance Municipal Equipment, Inc.; Advance Snow and Ice Removal, Inc. Advance Sweeping Services, Inc. dba Illiana Sweeping Company 425 W. Chicago Avenue East Chicago IN 46312	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Cincinnati Insurance Company		10677
	INSURER B: ZURICH		
	INSURER C: Western World Insurance Co.		13196
	INSURER D: Evanston Insurance Company		35378
INSURER E:			
INSURER F:			

COVERAGES **CERTIFICATE NUMBER: 1221652015** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADDD (used)	SUBM (used)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLB1001223	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	Y	Y	BAP1122583	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			MKLV5EUL103805	10/1/2021	10/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 OTHER \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in IN) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC1122681	10/1/2022	10/1/2023	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input checked="" type="checkbox"/> Leased/Rented Equipment <input type="checkbox"/> Scheduled Equipment			ENP 0582907	10/1/2022	10/1/2023	Limit 200,000 Deductible 3,987,000 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Additional named insured: Illiana Sweeping Company
 Additional insured on a primary and non-contributory basis with respect to the general liability and auto liability only when required by written contract. Waivers of subrogation applies to the general liability, auto liability and workers compensation in favor of the stated additional insureds only when required by written contract.
 Advance Snow and Ice Removal, Inc.; Advance Industrial Services.
 Additional insured on a primary and non-contributory basis with respect to general liability and auto liability only when required by written contract. Waivers of subrogation applies to the general liability, auto liability and workers compensation in favor of the stated additional insureds only when required by written contract. Additional insured(s): Munster Calumet Center, LLC; Baum Asset Management, LLC; Valley National Bank; Wells Fargo NA.

CERTIFICATE HOLDER Village of Oak Park 123 Madison St Ave Oak Park IL 60302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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