



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Authorization to accept the 2018 - 2019 Street Sweeping Proposal Lake Shore Recycling		
Presenter & Title:	Nate Landers, Superintendent of Streets, Fleets, and Facilities.		
Date:	January 22, 2018		
<i>Please Check Appropriate Box:</i>			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting		Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting		Special City Council Meeting
	Public Hearing		Other -
Associated Strategic Plan Goal/Objective: Vision 5 Goal L			
Estimated Cost: \$75,514.00		Budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Other Funding," please explain how the item will be funded:</i>			
Executive Summary:			
<p>In December of 2017 the Street Sweeping Contract with Hoving Clean Sweep expired. Staff posted an RFP on the City website and in the Daily herald in November for Street Sweeping Services due on December 11th. One proposal was received. In an attempt to secure additional proposals, the rfp due date was extended to January 12th. Staff solicited proposals from Elgin Street Sweeping Service and Farrell Street Sweeping and received a phone call from Velasco Enterprises inquiring about the RFP. Unfortunately, none of these companies submitted proposals for this project. Therefore staff is recommending the City accept the proposal from Lakeshore Recycling Systems (formerly Hoving Clean Sweep) in the amount of \$75,514.00 for 2018 with a 2.5% increase each additional year until 2023 should the City choose to extend the contract. The contract covers eight (8) sweepings of the entire town from March to November and Thirty-Six (36) sweeping of the central business district. The proposal also asked for a price to sweep the downtown parking lots throughout the year however staff feels the budget does not allow for 36 sweepings of the downtown parking lots. The contract period is two years with two (2) additional two (2) year extensions. Staff has seen an increase in the quality of service and proper paperwork since the new management has taken over and has been very pleased with their service last year.</p>			

Attachments: <i>(please list)</i>
<ul style="list-style-type: none">• Proposal• Resolution
Recommendation / Suggested Action: <i>(how item should be listed on agenda)</i>
Staff recommends awarding the 2018- 2019 Street Sweeping Services contract to Lakeshore Recycling Systems in the amount not to exceed \$75,514 for 2018 and \$77,403 in 2019.

City of Geneva, Illinois
Public Works Department
Street Sweeping Services

A. Residential, State Route, Commercial & Manufacturing District Street Sweeping (Approx. 200 curb miles)

- Exhibit C Maps – All City & State streets within the City except for the Downtown Sweeping Routes.

Eight (8) complete sweeps on the following schedule:

1. Last Week of March	per sweep \$ <u>7623.33</u>
2. First Week of May	per sweep \$ <u>7623.33</u>
3. Last Week of June	per sweep \$ <u>7623.33</u>
4. Mid-Week of August	per sweep \$ <u>7623.33</u>
5. Last Week of September	per sweep \$ <u>7623.33</u>
6. Last Week of October	per sweep \$ <u>7623.33</u>
7. Mid-Week of November	per sweep \$ <u>7623.33</u>
8. Last Week of November	per sweep \$ <u>7623.33</u>

Wages are governed by collective bargaining agreement with teamsters local 673.

B. Downtown Street Sweeping (Approx. 8 curb miles)

- Exhibit C Maps – Downtown Sweeping Streets (Identified with Red lines on "Street Sweeping Services" Map).

One (1) complete sweep each week starting Last Week of March and ending Last Week of November – Thirty-Six (36) Total

1. One (1) Complete Sweep	per sweep \$ <u>403.53</u>
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Wages are governed by collective bargaining agreement with teamsters local 673.

City of Geneva, Illinois
 Public Works Department
 Street Sweeping Services

C. Parking Lot Sweeping (26 parking lots)

- Exhibit C Maps - Parking Lot Map)

One (1) complete sweep each week starting Last Week of March and ending Last Week of November – Thirty-Six (36) Total.

1. Lot 1	per sweep \$ <u>40.00</u>
2. Lot 2	per sweep \$ <u>40.00</u>
3. Lot 3	per sweep \$ <u>40.00</u>
4. Lot 4	per sweep \$ <u>55.00</u>
5. Lot 5	per sweep \$ <u>75.00</u>
6. Lot 6	per sweep \$ <u>40.00</u>
7. Lot 7	per sweep \$ <u>60.00</u>
8. Lot 8	per sweep \$ <u>40.00</u>
9. Lot 9	per sweep \$ <u>40.00</u>
10. Lot 10	per sweep \$ <u>40.00</u>
11. Lot 11	per sweep \$ <u>40.00</u>
12. Lot 12	per sweep \$ <u>40.00</u>
13. Lot 13	per sweep \$ <u>40.00</u>
14. Lot 14	per sweep \$ <u>40.00</u>
15. Lot 15	per sweep \$ <u>40.00</u>
16. Lot 16	per sweep \$ <u>40.00</u>
17. Lot 17	per sweep \$ <u>40.00</u>

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City of Geneva, Illinois
Public Works Department
Street Sweeping Services

18. Lot 18	per sweep \$ <u>40.00</u>
19. Lot 19	per sweep \$ <u>40.00</u>
20. Lot 20	per sweep \$ <u>40.00</u>
21. Lot 21	per sweep \$ <u>40.00</u>
22. Lot 22	per sweep \$ <u>75.00</u>
23. Lot 23	per sweep \$ <u>40.00</u>
24. Lot 24	per sweep \$ <u>75.00</u>
25. Lot 25	per sweep \$ <u>40.00</u>
26. Lot 26	per sweep \$ <u>75.00</u>

D. As-Needed Sweeping (TBD)

Emergency sweeping needs, special requests or construction clean-up on an hourly rate.

1. Hourly Rate per hour \$ 85.00

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YEAR #2 & YEAR #3-4 SERVICES (% Increase)

PROVIDE PERCENTAGE (%) INCREASE FOR FY21/22 & FY22/24

FY21/22 % 2.5

FY22/23 % 2.5

FY

RESOLUTION NO. 2018-06

RESOLUTION AUTHORIZING EXECUTION OF

_____ [2018-2019 Street Sweeping Services Contract to Lakeshore Recycling Systems] _____

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1: That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, the awarding of a two (2) year contract to Lakeshore Recycling Systems, relating to the City of Geneva Street Sweeping Services

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this 5th day of February, 2018.

AYES: __ NAYS: __ ABSENT: __ ABSTAINING: __ HOLDING OFFICE: __

Approved by me this ____ day of _____, 2018.

Mayor

ATTEST:

City Clerk

**INDEPENDENT CONTRACTOR AGREEMENT
BY AND BETWEEN CITY OF GENEVA AND Lakeshore Recycling Systems**

This Independent Contractor Agreement (Agreement) is between City of Geneva, an Illinois municipal corporation (hereinafter referred to as "Geneva" or "City of Geneva") and Lakeshore Recycling Systems (hereinafter referred to as "Lakeshore Recycling Systems" or "Contractor"). In consideration for the mutual promises set forth below, the parties agree as follows:

1. **Business.** The Lakeshore Recycling Systems is engaged in the independent business and occupation as a landscape contractor Lakeshore Recycling Systems represents that he is knowledgeable and skilled in the following:

2. **Services.** The Contractor agrees to provide the following services under this Agreement during the Contract Term, which shall commence on May 1, 2018 and terminate on December 30, 2019: for Street Sweeping Services.

3. **Independent Contractor.** The Contractor acknowledges and agrees that the contractor is an independent contractor and not an agent or employee of the City of Geneva. The City of Geneva has sole discretion to determine when, contractor will perform services as well as the methods and techniques which will best accomplish the services to be provided under this Agreement. However, the contractor warrants that such methods and techniques will be in accordance with ethical and reputable business practices and that the contractor has the requisite expertise, ability, and skill to render the service required by this Agreement.

4. **Conflicts.** Nothing in this Agreement is intended to preclude the contractor from performing services for other entities and individuals. However, the contractor agrees not to engage in any activity that conflicts with the City of Geneva's business interests or interferes with the independent exercise of the City of Geneva's judgment in the best interests of the City of Geneva.

5. Compensation.

- a. For the services to be rendered under Paragraph 2 above, Geneva will pay the Contractor the sum of \$75,514 for 2018 and \$77,403 for 2019.
- b. Contractor will submit his request for payment to the City of Geneva at the end of each month.

6. **Taxes.** Neither federal, state, nor local payroll taxes of any kind or state disability

insurance will be paid or withheld on behalf of the contractor. The contractor will not be treated as an employee with respect to the services performed under this Agreement for federal or state tax purposes. The contractor understands that if it is not a corporation, he may be liable for self-employment (social security) tax to be paid as required by law.

7. **Benefits.** Because the contractor is engaged in his own independently established business, the contractor is not eligible for, and shall not participate in, any employee fringe benefit plan provided by the City of Geneva to its employees, including but not limited to sick pay, vacation pay, group medical and dental coverage, pension, and profit-sharing. No workers' compensation insurance will be provided by the Geneva for the contractor or any of its employees. The contractor agrees to obtain workers' compensation insurance for all of his employees and to provide the City of Geneva with a certificate of workers' compensation insurance coverage, as permitted by applicable law.

8. **Agency.** The contractor has no authority to bind the City of Geneva, to enter into any contracts or agreements on behalf of the City of Geneva, or to represent that it has the authority to do so. This Agreement does not create a partnership, joint venture, or loaned servant arrangement between the parties.

9. **Indemnification.** The City of Geneva shall not be responsible for any action or failure to act by the contractor. The contractor agrees to indemnify and hold harmless the City of Geneva, its officers, directors, employees, agents, assigns, and successors against any claims, demands, or liability related to or arising out of the contractor's breach of any representation in this Agreement, failure to properly perform any obligations under this Agreement, and for any violations of law.

10. **City of Geneva Property.** Upon termination of the contractor's relationship with the City of Geneva, the contractor agrees to return all Geneva equipment to the City of Geneva.

11. **Statements.** The contractor agrees to refrain from making any public or private statement about the City of Geneva or its officers, Members or employees that would be injurious to the City of Geneva's business or reputation or which would, directly or indirectly, interfere with the business of the City of Geneva.

12. **Termination.** Either party may terminate this Agreement upon 60 days' written notice to the other.

13. **Successors.** This Agreement shall be binding on and run to the benefit of the parties and their heirs, successors, and assigns.

14. **Applicable Law.** This Agreement shall be governed by and interpreted under Illinois law.

15. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable,

that provision shall be severable, and the remaining provisions of this Agreement will be fully enforceable.

16. **Nonwaiver.** The failure of either party at any time to require the performance by the other party of any provision of this Agreement shall in no way affect that party's right to subsequently enforce that provision.

17. **Survival.** The provisions of paragraph 11 of this Agreement shall survive the termination of the business relationship between the parties.

18. **Entire Agreement.** This Agreement embodies the entire agreement between the parties with respect to its subject matter, and it supersedes all prior agreements, whether written or oral. No amendment of this Agreement shall be effective unless in writing and signed by both parties.

CONTRACTOR:

By: Chilbert King

Date: 3/12/18

CITY OF GENEVA:

By: Stephanie L
City Administrator

Date: 3/15/2018