

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda
Bids and Proposals

TO : President and Village Board of Trustees
FROM : David A. Hulseberg, Village Manager *dah*
DATE : March 1, 2010 Agenda Date: March 18, 2010
TITLE : Renewal of contract for Snow and Debris Hauling FY 2011
SUBMITTED BY: Keith J. Surges, Operations Superintendent *KJS*

RESULTS:

Date Bids Were Published N/A Bidding Closed N/A
Total Number of Bids Received N/A
Total Number of Bidders Meeting Specifications _____
Bid Security Required _____ Yes _____ No
Performance Bond Required _____ Yes _____ No
Were Any Bids Withdrawn _____ Yes _____ No
Explanation:
Waiver of Bids Requested? _____ X Yes _____ No
If yes, explain:
Award Recommended to Lowest Responsible Bidder? _____ Yes _____ No
If no, explain:

FISCAL IMPACT:

Amount of Award \$5,500 - 2715.755700, \$28,000 - 2715.756420, \$30,000 - 7730.756420
\$35,000 - 7750.756420, \$7,500 - 7765.756420

BACKGROUND/RECOMMENDATION:

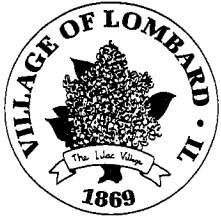
This item is to extend the existing contract with Marcott Enterprises, Inc. for one additional year as allowed by the original bid documents. Attached you will find a letter from Scott Schroeder, President of Marcott Enterprises, Inc., requesting an extension of the contract at no additional rate increase.

Has Recommended Bidder Worked for Village Previously _____ X Yes _____ No
If yes, was quality of work acceptable _____ X Yes _____ No
Was item bid in accordance with Public Act 85-1295? _____ Yes _____ X No
Waiver of bids - Public Act 85-1295 does not apply _____ X Yes

REVIEW (as needed):

Village Attorney XX _____ Date _____
Finance Director XX *Simone the beta* _____ Date 3/9/10
Village Manager XX *David A. Hulseberg* _____ Date 3/10/10

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Board Agenda distribution.



To: David A. Hulseberg, Village Manager
Through: Carl Goldsmith, Director of Public Works *CG*
From: Keith J. Surges, Operations Superintendent *KJS*
Date: March 1, 2010
Subject: Snow and Debris Hauling Contract PWO-1103

On May 15, 2008, the Village Board approved a contract with Marcott Enterprises, Inc. for the Snow and Debris Hauling for FY 2009. In the bid documents was a provision to extend the contract for Snow and Debris Hauling for one additional year. Attached is a letter from Marcott Enterprises, Inc. indicating their willingness to provide a third year of service under the same terms, conditions and unit prices for an additional year.

To exercise the renewal option, the Village Attorney has stated that the Village Board must approve acceptance of the renewal. There is no need to sign a new contract. If approved by the Board, staff would send confirming letters with signature space for Marcott Enterprises, Inc. to accept extension of the contract. Marcott Enterprises, Inc. has provided good service during FY's 2009 and 2010.

Public Works is requesting a waiver of bid and the renewal of a contract with Marcott Enterprises, Inc. for one year under the same terms, conditions and pricing for FY 2011. Please note that when the Board approves the extension, Public Works will have all Snow and Debris Hauling provided by Marcott Enterprises, Inc. in an amount not to exceed \$106,000.00. Please place this item on the March 18, 2010, agenda for consideration by the Village Board.

Marcott Enterprises, Inc.

770 W. Factory Rd.
Addison, IL 60101

(630) 543-2900
Fax: (630) 543-8277

February 26, 2010

Keith Surges
Operations Superintendent
Village of Lombard
255 E. Wilson Ave.
Lombard, IL 60148-3931

Dear Keith:

Per our conversation of today, I would like to extend the contract for "Snow & Debris Hauling" for an additional year with no rate increase from the 2008 prices (attached).

Please let me know if this will be acceptable.

Sincerely,



Scott Schroeder
President

SS:tk

VILLAGE OF LOMBARD

Snow and Debris Hauling

CONTRACT DOCUMENT NUMBER PWO 0903

This agreement is made this 15th day of May, 2008 by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (Marcott Enterprises, Inc.) hereinafter referred to as (the "Contractor").

Witnesseth That in consideration of the mutual promises of the parties delineated in the Contract Documents, the Contractor agrees to perform the services and the Village agrees to pay for the following services as set forth in the Contract Documents:

Snow Hauling

Rate for Snow Hauling Monday through Friday
\$95.00/hour
Rate for Snow Hauling Saturday and Sunday
\$115.00/hour
Rate for Snow Hauling Holidays \$115.00/hour

Debris Hauling

Clean Fill	\$210.00 per semi truck load
Asphalt	\$195.00 per semi truck load
Concrete	\$160.00 per semi truck load
Mixed Debris	\$210.00 per semi truck load
Street Sweepings	\$400.00 per semi truck load

1. This Contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
 - a. Specification and Contract Document no. PWO 0903 for Snow and Debris Hauling, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Invitation to Bid on Contract Document
No. PWO 0903 - Legal Notice

- iv) General Terms, Conditions and Instructions
 - v) Specific Terms, Conditions and Instructions and Blue Prints
 - vi) Bid Proposal Form
 - vii) Plans and Specifications and Specification Deviation Form
- b. The Contractor's Bid Proposal Dated May 5, 2008
 - c. Required Performance and Payment Bonds and Certificate of Insurance

2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the services which are the subject matter of this Contract the total sum of \$ 125,915.00 paid in accordance with the provisions of the Local Government Prompt Payment Act and the provisions of the Contract Documents.
3. Contractor shall not delegate the duties involved in the performance of the services which are the subject matter of this Contract without the written approval of the Village.
4. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.
5. Where the terms of this Contract conflict with the provisions of the Contract Documents, the Contract Documents shall be binding.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by William J. Mueller, Village President, and the Contractor have hereunto set their hands this 15th day of May, 2008.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here:

Accepted this 15th day of May, 2008

Individual or Partnership Corporation

By Scott Schroeder President
Position/Title

By _____
Position/Title

Marcott Enterprises, Inc.
Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 15th day of MAY, 2008



William J. Mueller
Village President

Attest:



Brigitte O'Brien
Village Clerk

