

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
DATE : September 26, 2012 Agenda Date: October 4, 2012
TITLE : Bid Waiver for: Landscape Restoration PWO 12B17B
SUBMITTED BY: Steven Kremske, Forestry & Urban Landscape Supervisor *SK*

RESULTS:

Date Bids Were Published 2/15/12 Bidding Closed 3/2/12
Total Number of Bids Received 3
Total Number of Bidders Meeting Specifications 3
Bid Security Required X Yes No
Performance Bond Required Yes X No
Were Any Bids Withdrawn Yes X No
Explanation:
Waiver of Bids Requested? X Yes No
If yes, explain:

Award Recommended to Lowest Yes X No
Responsible Bidder?
If no, explain:

See attached memo

FISCAL IMPACT:

Engineer's estimate/budget estimate \$70,000.00
Amount of Award \$49,750.00 7101.756140

BACKGROUND/RECOMMENDATION:

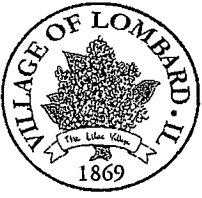
See attached memo.

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

REVIEW (as needed):

Village Attorney XX _____ Date _____
Finance Director XX _____ Date _____
Village Manager XX _____ Date _____

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.



Date: September 26, 2012
To: David A. Hulseberg, Village Manager
From: Steve Kremske, Forestry & Urban Landscape Supervisor *SK*
Through: Carl Goldsmith, Director of Public Works *CG*
Subject: Waiver of Bids for Landscape Restoration

For several months, the Public Works Department has encountered numerous problems with the current landscape restoration contractor, The TLC Group, LTD., which include inferior workmanship, failure to meet deadlines and unresponsiveness to Department requests. With winter quickly approaching, the need to complete the outstanding sod restoration on utility digs has become urgent. The second lowest bidder, TNT Landscape Construction, Inc. has agreed to honor their bid price of \$49,750.00 which is \$20,240.00 over TLC's bid of \$29,510.00. \$70,000.00 has been budgeted for landscape restoration this fiscal year. Staff estimates that it will cost between \$13,500.00 and \$15,000.00 for TNT to complete the restoration for the season which is about \$5,000.00 more than TLC.

TNT Landscape Construction stated they can begin work by the second week of October and can complete the outstanding work as well as the October and November scheduled restoration. The contract specifies that *the Village reserves the right to cancel the whole or any part of the contract if the contractor fails to perform any of the provisions in the contract or fails to make delivery within the time stated.*

Due to the limited timeframe to complete the work, staff is requesting a waiver of bids and awarding the landscape restoration contract to TNT Landscape Construction in an amount not to exceed \$49,750.00.

Please present this item at the Village Board meeting on October 4th for their approval.

Att: Contracts (3)

**VILLAGE OF LOMBARD
BID PROPOSAL**

Proposal for Contract Document Number PWO-12B17B. We hereby agree to furnish to the Village of Lombard Landscape Restoration in accordance with provisions, instructions, and specifications of the Village of Lombard for the prices as follows:

LANDSCAPE RESTORATION PRICES

1. Sod Work Completed Using Prevailing Wages 4,000 sq. yds. @ \$8.50 per Sq. Yd.	Totaling	\$ 34,000.00
2. Sod Work Completed Non-Prevailing Wages 1,500 sq. yds. @ \$7.50 per Sq. Yd.	Totaling	\$ 11,250.00
3. Dirt and Seed Work Completed Prevailing Wages 500 sq. yds. @ \$ 5.00 per Sq. Yd.	Totaling	\$ 2,500.00
4. Dirt and Seed Work Completed Non-Prevailing Wages 500 sq. yds. @ \$ 4.00 per Sq. Yd.	Totaling	\$ 2,000.00

Landscape Restoration Total Bid Price

\$49,750.00

As a bidder you have the choice to bid on any or all of the categories.

The Village reserves the right to award a contract for all Landscape Restoration work to one contractor or award as separate contracts for Prevailing Wage Sod Work to one contractor, Non-Prevailing Wage Sod Work to another and a separate contract for Dirt and Seed work to another.

VILLAGE OF LOMBARD

Contract for Landscape Restoration

CONTRACT DOCUMENT NUMBER PWO-12B17B

This agreement is made this 4th day of October, 2012 between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (TNT Landscape Construction, Inc.) hereinafter to as (the "Contractor") and its successors.

Witnessed, 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:

Sod Work Completed Using Prevailing Wages @ \$8.50 per Sq. Yd.
Sod Work Completed Non-Prevailing Wages @ \$7.50 per Sq. Yd.
Dirt and Seed Work Completed Prevailing Wages @ \$5.00. per Sq. Yd.
Dirt and Seed Work Completed Non-Prevailing Wages @ \$4.00 per Sq. Yd.

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-12B17B for Landscape Restoration, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Invitation to Bid on Contract Document No. PWO-12B17B - 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
 - 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 items, and installation of the same, which are the subject matter of this contract the total sum of \$49,750.00 paid in accordance with the provisions of the Local Government Prompt Payment Act.
3. The Contractor represents and warrants that it will comply will all applicable Federal, State and local laws concerning prevailing wage rates and all Federal, State and local laws concerning equal employment opportunities.
4. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work on this project within ____ calendar days from the date of the Notice to Proceed. Time is of the essence of this Contract and Contractor agrees to achieve completion within the contract time by all proper and appropriate means including working overtime without additional compensation.
5. Bonds required to guarantee performance and payment for labor and material for this work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Contractor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.
6. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this contract the Village demands that the Contractor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
7. In executing this Contract, Contractor agrees that it has examined the site of the work and the conditions existing therein, has examined the Contract Documents and taken and compared field measurements and conditions with those Documents.
8. This Contract represents the entire Agreement between the parties and may not be modified without the written approval of both parties.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by David A. Hulseberg, Village Manager, and the Contractor have hereunto set their hands this 4th day of October, 2012.

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 4th day of October, 2012.

Individual or Partnership _____ Corporation _____

By _____

Position/Title _____

By _____ Position/Title

Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 4th day of October, 2012.

David A. Hulseberg
Village Manager
(Pursuant to the Authority
Granted by the Village Board at the
September 6, 2012 Village Board Meeting)

Attest:

Brigitte O'Brien
Village Clerk

Approved for issuance:

Rhonda Heabel
Management Analyst

Date

Approved contents of contractual documents:

Thomas P. Bayer
Village Attorney

Date

EXHIBIT A
VILLAGE OF LOMBARD
CONTRACTOR'S CERTIFICATION

_____, having been first duly sworn, depose and states as follows:
(Officer or Owner of Company)

I am the _____ for _____,
(Title) (Name of Company)
(the "Contractor"), which has submitted a proposal for _____,
(Name of Village project)

to the Village of Lombard and, having personal knowledge of the matters certified to herein, and being authorized by the Contractor to make the certifications set forth herein, hereby certifies that said Contractor:

1. has a written sexual harassment policy in place, in full compliance with 775 ILCS 5/2-105(A) (4);
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or **if** it is:
 - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate revenue Act; or
 - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement;
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382, and that

(Name of employee/driver or "all employee drivers")

is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules; and

4. is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961.

By: _____
Authorized Agent of Contractor

Subscribed and sworn to
before me this _____
day of _____, 2012.

Notary Public

EXHIBIT B

CONTRACTOR'S CERTIFICATION:

Sexual Harassment Policy

_____, having submitted a bid/proposal for
_____, to the Village of Lombard, hereby certifies that said contractor has
a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).

By: _____
Authorized Agent of Contractor

Subscribed and sworn to
before me this _____
day of _____, 2012.

Notary Public

EXHIBIT C

CONTRACTOR'S CERTIFICATION:

Illinois Department of Revenue - Tax Compliance

_____, having submitted a bid/proposal for
_____, to the Village of Lombard, hereby certifies that said contractor is
not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

- a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
- b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: _____
Authorized Agent of Contractor

Subscribed and sworn to
before me this _____
day of _____, 2012.

Notary Public

EXHIBIT D

CERTIFICATION OF CONTRACTOR c174E
FHA Rules, 49 CFR 382

_____ hereby certifies that it is in full compliance with the
[Company Name]
Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR
382 et.seq., and that _____
[name of employee/driver or "all employee drivers"]
is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.

[Company Name]

By: _____

Its: _____

SUBSCRIBED AND SWORN TO

before me this day

of _____, 2012.

NOTARY PUBLIC

EXHIBIT E

ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:
Named Insured:
Policy Number:
Policy Period:
Endors. Effective Date:

This endorsement modifies coverage provided under the following:

Commercial General Liability
Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy/coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work".

For purposes of this endorsement, "arising out of your work" shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.