

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 : Scott Niehaus, Village Manager
DATE : October 23, 2023 Agenda Date: November 2, 2023
TITLE : Bid Opening for: Village Right-of-Way Tree and Stump Removal
PWO 24- 14
SUBMITTED BY: Eric Hendrickson, Forestry & Urban Landscape Supervisor, Public Works

RESULTS:

Date Bids Were Published 10/05/23 Bidding Closed 10/20/23

Total Number of Bids Received 1

Total Number of Bidders Meeting Specifications 1

Bid Security Required X Yes No

Performance Bond Required Yes X No

Were Any Bids Withdrawn Yes X No

Explanation:

Waiver of Bids Requested? Yes X No

If yes, explain:

Award Recommended to Lowest X Yes No

Responsible Bidder?

If no, explain:

FISCAL IMPACT:

Amount of Award \$51,000.00 420.730.730.75420

\$25,000.00 235.270.118.75770

BACKGROUND/RECOMMENDATION:

See attached memo.

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? 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.



To: Scott Niehaus, Village Manager
From: Eric Hendrickson, Forestry & Urban Landscape Supervisor
Through: Carl Goldsmith, Director of Public Works *g*
Date: October 23, 2023
RE: Awarding Village Right-of-Way Tree and Stump Removal Contract

On October 5th, 2023, the Village of Lombard advertised for bids for the Village contract **PWO 24-14, Village Right-of-Way Tree and Stump Removal**. Bid packets were sent to 9 companies. The bid opening was held on October 20th, 2023 with one (1) bids being received. The Bid Tabulation sheet has been attached for review and consideration.

Homer Tree Care, Inc. submitted the lowest bid of \$88,275.00 which is \$12,275.00 over the fiscal year 2024 budget of \$76,000.00 for Village right-of-way tree and stump removal. By adjusting the quantities of trees removed by contractor versus in house, the Village will be able to complete our tree removals within the \$76,000.00 budgeted. This is a one-year contract running through December 31st, 2024, with two optional renewal periods. *Homer Tree Care, Inc.* has been The Village's tree removal contractor for the past six years. During that time, they have provided good service and the company has been responsive and timely in their completion of work and invoicing.

Staff recommends awarding the contract to *Homer Tree Care, Inc.* for an amount not to exceed \$76,000.00 for right-of-way tree and stump removal. Please present this item to the Board of Trustees at the November 2nd, 2024 meeting for their approval.

Att: Bid Tabulation Sheet
Contracts (2)

Bid Opening Tabulation Form 2021 Village R-O-W Tree and Stump Removal

DATE:	20-Oct-23	NAME & ADDRESS OF BIDDER	Homer Tree Care, Inc 14000 S Archer Ave. Suite 100 Lockport, IL 60441	Year Two option 2025	Year Three Option 2026
TIME:	9:30 AM				
DOCUMENT #	PWO 24-14				
DOCUMENT NAME:	Village R-O-W Tree and Stump Removal	EXCEPTIONS			

NO	ITEM	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL
1	Tree Removal 13 - 24" per tree	45	\$525.00	\$23,625.00	45	\$525.00	\$23,625.00	45	\$525.00	\$23,625.00
2	Tree Removal 25 - 35" per tree	45	\$950.00	\$42,750.00	45	\$950.00	\$42,750.00	45	\$950.00	\$42,750.00
3	Tree Removal 36+" per tree	15	\$1,350.00	\$20,250.00	15	\$1,350.00	\$20,250.00	15	\$1,350.00	\$20,250.00
4	Tree Stump Grinding per inch	300	\$5.50	\$1,650.00	300	\$5.50	\$1,650.00	300	\$5.50	\$1,650.00
5	T&M Emer: Journeyman Trimmer per hour	\$125	\$150.00							
6	T&M Emer: Laborer per hour	\$100	\$75.00							
7	T&M Emer: Aerial Lift Truck per hour	\$50	\$75.00							
8	T&M Emer: Brush Chipper per hour	\$50	\$75.00							
9	T&M Emer: Chipper Truck per hour	\$50	\$75.00							
10	T&M Emer: Prentice Loader per hour	\$100	\$225.00							
GRAND TOTAL		REG	OT	\$88,275.00			\$88,275.00			\$88,275.00

DATE:	20-Oct-23	NAME & ADDRESS OF BIDDER	Homer Tree Care, Inc 14000 S Archer Ave. Suite 100 Lockport, IL 60441	Year Two option 2025	Year Three Option 2026
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NO	ITEM	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL
1	Tree Removal 13 - 24" per tree	45		\$0.00	45		\$0.00	45		\$0.00
2	Tree Removal 25 - 35" per tree	45		\$0.00	45		\$0.00	45		\$0.00
3	Tree Removal 36+" per tree	15		\$0.00	15		\$0.00	15		\$0.00
4	Tree Stump Grinding per inch	500		\$0.00	500		\$0.00	500		\$0.00
5	T&M Emer: Journeyman Trimmer per hour									
6	T&M Emer: Laborer per hour									
7	T&M Emer: Aerial Lift Truck per hour									
8	T&M Emer: Brush Chipper per hour									
9	T&M Emer: Chipper Truck per hour									
10	T&M Emer: Prentice Loader per hour									
GRAND TOTAL		REG	OT	\$0			\$0			\$0

VILLAGE OF LOMBARD

Contract for Village ROW tree and stump removal

CONTRACT DOCUMENT NUMBER PWO 24-14

This agreement is made this _____ day of November, 2023
between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation
hereinafter referred to as (the "Village") and (Homer Tree Care, 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:

ITEM		UNIT COST
TREE REMOVAL 13 TO 24 INCHES IN DIAMETER AT DBH OF 4.5'	at	<u>\$525.00</u> Per Tree
TREE REMOVAL 25 TO 35 INCHES IN DIAMETER AT DBH OF 4.5'	at	<u>\$950.00</u> Per Tree
TREE REMOVAL 36 OR MORE INCHES IN DIAMETER AT DBH OF 4.5'	at	<u>\$1350.00</u> Per Tree
TREE STUMP GRINDING (FOR TREES REMOVED BY VILLAGE CREWS) PER STUMP DIAMETER INCHES AT GRADE	at	<u>\$5.50</u> Per Inch

1. This contract shall embrace and include all the applicable contract documents listed below
as if attached hereto or repeated herein:
 - a. Specification and contract document no. PWO 24-14
for Village ROW Tree & Stump Removal, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents

- iii) Invitation to Bid on Contract Document
No. PWO 24-14 - 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 October 20, 2023
- 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 \$ _____ 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 Keith T. Giagnorio, Village President, and the Contractor have hereunto set their hands this ____day of November, 2023.

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 __ day of _____, 2023.

Individual or Partnership _____ Corporation _____

By Position/Title

By Position/Title

Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this ____ day of November , 2023.

Keith T. Giagnorio
Village President

Attest:

Elizabeth Brezinski
Village Clerk

Approved contents of contractual documents:

Thomas P. Bayer Date
Village Attorney