

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 : May 6, 2011 Agenda Date: May 19, 2011
TITLE : Bid Opening for: Tree & Stump Removal PWO 1214
SUBMITTED BY: Steven Kremske, Forestry/Electrical/Streets Supervisor *SK*

RESULTS:

Date Bids Were Published 4/20/11 Bidding Closed 5/6/11
Total Number of Bids Received 9
Total Number of Bidders Meeting Specifications 9
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Were Any Bids Withdrawn Yes X No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:
See attached memo.
Award Recommended to Lowest X Yes No
Responsible Bidder?
If no, explain:
See attached memo.

FISCAL IMPACT:

Engineer's estimate/budget estimate \$25,000.00
Amount of Award \$27,750.00 2712.755700

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.



Date: May 6, 2011
To: David A. Hulseberg, Village Manager
From: Steve Kremske, Forestry/Electrical/Streets Supervisor *SK*
Through: Carl Goldsmith, Director of Public Works *CG*
Subject: Awarding Tree & Stump Removal Contract

On April 20, 2011, Bid Documents for the Village contract **PWO 1214**, *Tree and Stump Removal* were sent to 22 local tree care companies. The bid opening was held on May 6th with nine (9) bids being received. I have attached the Bid Tabulation sheets.

Ciosek Tree Service had the lowest bid of \$27,750.00 which is \$2,750.00 over amount that has been budgeted this fiscal year for tree and stump removal. *Ciosek* has done work for the Village in the past, did a great job and I recommend awarding the contract to them in the amount of \$27,750.00.

Please present this item to the Board of Trustees at the May 19, 2011 meeting for their approval.

Att: Bid Tabulation Sheet

11/12 Tree and Stump Removal

DATE: May 6, 2011		NAME & ADDRESS OF BIDDER	None - Bond	
TIME: 10:15am			UNIT PRICE	TOTAL
DOCUMENT # PWO 1214		Dawsons Tree Service, Inc. P.O. Box 1363 Elmhurst, IL 60126		
DOCUMENT NAME: Tree & Stump Removals		None - Bond		
NO	ITEM	UNIT PRICE	TOTAL	
1	11"-24"	\$540.00	\$10,800.00	
2	25"-32"	\$1,025.00	\$20,400.00	
3	Over 32"	\$1,225.00	\$6,125.00	
4	Stump Removal	\$5.95	\$8,925.00	
Emergency Work per hour - Non bid Items				
1	Journeyman Trimmer	\$75.00	\$75.00	
2	Laborer	\$75.00	\$75.00	
3	Aerial Lift Truck	\$35.00	\$35.00	
4	Brush Chipper	\$25.00	\$25.00	
5	Chipper Truck	\$15.00	\$15.00	
6	Prentice Loader	\$40.00	\$40.00	
TOTAL			\$46,250.00	

DATE: May 6, 2011		NAME & ADDRESS OF BIDDER	None - Bond	
TIME: 10:15am			UNIT PRICE	TOTAL
DOCUMENT # PWO 1214		Nels J. Johnson Tree Experts 912 Pitner Ave Evanston, IL		
DOCUMENT NAME: Tree & Stump Removals		None - Bond		
NO	ITEM	UNIT PRICE	TOTAL	
1	11"-24"	\$575.00	\$11,500.00	
2	25"-32"	\$850.00	\$17,000.00	
3	Over 32"	\$1,100.00	\$5,500.00	
4	Stump Removal	\$6.50	\$9,750.00	
Emergency Work per hour - Non bid Items				
1	Journeyman Trimmer	\$65.00	\$65.00	
2	Laborer	\$65.00	\$65.00	
3	Aerial Lift Truck	\$35.00	\$35.00	
4	Brush Chipper	\$30.00	\$30.00	
5	Chipper Truck	\$20.00	\$20.00	
6	Prentice Loader	\$75.00	\$75.00	
TOTAL			\$43,750.00	

DATE: May 6, 2011		NAME & ADDRESS OF BIDDER	None - Bond	
TIME: 10:15am			UNIT PRICE	TOTAL
DOCUMENT # PWO 1214		Groundskeeper Landscape P.O. Box 526 Orland Park, IL		
DOCUMENT NAME: Tree & Stump Removals		None - Bond		
NO	ITEM	UNIT PRICE	TOTAL	
1	11"-24"	\$525.00	\$10,500.00	
2	25"-32"	\$975.00	\$19,500.00	
3	Over 32"	\$1,600.00	\$8,000.00	
4	Stump Removal	\$4.75	\$7,125.00	
Emergency Work per hour - Non bid Items				
1	Journeyman Trimmer	\$100.00	\$100.00	
2	Laborer	\$50.00	\$75.00	
3	Aerial Lift Truck	\$50.00	\$50.00	
4	Brush Chipper	\$25.00	\$25.00	
5	Chipper Truck	\$40.00	\$40.00	
6	Prentice Loader	\$250.00	\$250.00	
TOTAL			\$45,125.00	

DATE: May 6, 2011		NAME & ADDRESS OF BIDDER	None - Bond	
TIME: 10:15am			UNIT PRICE	TOTAL
DOCUMENT # PWO 1214		Steve Piper & Sons 31W320 Ramm Dr. Naperville, IL		
DOCUMENT NAME: Tree & Stump Removals		None - Cashier's Check		
NO	ITEM	UNIT PRICE	TOTAL	
1	11"-24"	\$340.00	\$6,800.00	
2	25"-32"	\$870.00	\$17,400.00	
3	Over 32"	\$1,210.00	\$6,050.00	
4	Stump Removal	\$4.10	\$6,150.00	
Emergency Work per hour - Non bid Items				
1	Journeyman Trimmer	\$75.00	\$112.50	
2	Laborer	\$60.00	\$90.00	
3	Aerial Lift Truck	\$40.00	\$60.00	
4	Brush Chipper	\$40.00	\$60.00	
5	Chipper Truck	\$30.00	\$45.00	
6	Prentice Loader	\$60.00	\$90.00	
TOTAL			\$36,400.00	

DATE: May 6, 2011		NAME & ADDRESS OF BIDDER	None - Bond	
TIME: 10:15am			UNIT PRICE	TOTAL
DOCUMENT # PWO 1214		Ciosek Tree Service 21W430 Park Ave. Lombard, IL		
DOCUMENT NAME: Tree & Stump Removals		None - Cashier's Check		
NO	ITEM	UNIT PRICE	TOTAL	
1	11"-24"	\$350.00	\$7,000.00	
2	25"-32"	\$575.00	\$11,500.00	
3	Over 32"	\$950.00	\$4,750.00	
4	Stump Removal	\$3.00	\$4,500.00	
Emergency Work per hour - Non bid Items				
1	Journeyman Trimmer	\$45.00	\$45.00	
2	Laborer	\$41.00	\$41.00	
3	Aerial Lift Truck	\$58.00	\$58.00	
4	Brush Chipper	\$35.00	\$35.00	
5	Chipper Truck	\$35.00	\$35.00	
6	Prentice Loader	\$63.00	\$63.00	
TOTAL			\$27,750.00	

DATE: May 6, 2011		NAME & ADDRESS OF BIDDER	None - Bond	
TIME: 10:15am			UNIT PRICE	TOTAL
DOCUMENT # PWO 1214		Powell Tree Care, Inc. 21 E. Devon Ave. Elk Grove Village, IL		
DOCUMENT NAME: Tree & Stump Removals		None - Bond		
NO	ITEM	UNIT PRICE	TOTAL	
1	11"-24"	\$575.00	\$11,500.00	
2	25"-32"	\$875.00	\$19,500.00	
3	Over 32"	\$1,600.00	\$8,000.00	
4	Stump Removal	\$7.75	\$11,625.00	
Emergency Work per hour - Non bid Items				
1	Journeyman Trimmer	\$80.00	\$110.00	
2	Laborer	\$70.00	\$90.00	
3	Aerial Lift Truck	\$50.00	\$50.00	
4	Brush Chipper	\$50.00	\$50.00	
5	Chipper Truck	\$30.00	\$30.00	
6	Prentice Loader	\$60.00	\$60.00	
TOTAL			\$50,625.00	

11/12 Tree and Stump Removal

DATE: May 6, 2011		NAME & ADDRESS OF BIDDER	None - Bond		None - Bond		None - Bond		None - Bond	
TIME: 10:15am			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
DOCUMENT # PWO 1214		EXCEPTIONS CHECK/BOND	None - Bond		None - Bond		None - Bond		None - Bond	
DOCUMENT NAME: Tree & Stump Removals			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
NO	ITEM									
1	11"-24"		\$9,596.60							
2	25"-32"		\$15,998.20							
3	Over 32"		\$3,999.55							
4	Stump Removal		\$9,285.00							
	Emergency Work per hour - Non bid Items									
1	Journeyman Trimmer		\$115.00							
2	Laborer		\$115.00							
3	Aerial Lift Truck		\$12.00							
4	Brush Chipper		\$12.00							
5	Chipper Truck		\$12.00							
6	Prentice Loader		\$25.00							
GRAND TOTAL				\$38,879.35		\$0.00		\$0.00		\$0.00

DATE: May 6, 2011		NAME & ADDRESS OF BIDDER	None - Bond		None - Bond		None - Bond		None - Bond	
TIME: 10:15am			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
DOCUMENT # PWO 1214		EXCEPTIONS CHECK/BOND	None - Bond		None - Bond		None - Bond		None - Bond	
DOCUMENT NAME: Tree & Stump Removals			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
NO	ITEM									
1	11"-24"									
2	25"-32"									
3	Over 32"									
4	Stump Removal									
	Emergency Work per hour - Non bid Items									
1	Journeyman Trimmer									
2	Laborer									
3	Aerial Lift Truck									
4	Brush Chipper									
5	Chipper Truck									
6	Prentice Loader									
GRAND TOTAL				\$0.00		\$0.00		\$0.00		\$0.00

VILLAGE OF LOMBARD

TREE & STUMP REMOVAL

CONTRACT DOCUMENT NUMBER PWO 1214

This agreement is made this 19th day of May, 2011 by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (Ciosek Tree Service, 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:

<u>ITEM</u>	<u>UNIT PRICE</u>
TREE REMOVAL 11 TO 24 INCHES IN DIAMETER AT DBH OF 4.5'	\$ <u>350.00</u> Per Tree
TREE REMOVAL 25 TO 32 INCHES IN DIAMETER AT DBH OF 4.5'	\$ <u>575.00</u> Per Tree
TREE REMOVAL OVER 32 INCHES IN DIAMETER AT DBH OF 4.5'	\$ <u>950.00</u> Per Tree
TREE <u>STUMP</u> REMOVAL ONLY (From Trees Removed by Village Crews) STUMP DIAMETER INCHES IN DIAMETER AT GRADE	\$ <u>3.00</u> Per Inch
TOTAL CONTRACT PRICE:	\$ <u>27,750.00</u>

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 1214
for Tree & Stump Removal, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Invitation to Bid on Contract Document
No. PWO 1214 - 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 4, 2011
 - 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 \$ 27,750.00 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 19th day of May, 2011.

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 19th day of May, 2011.

Individual or Partnership _____ Corporation _____

By Position/Title

By Position/Title

Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 19th day of May, 2011.

William J. Mueller
Village President

Attest:

Brigitte O'Brien
Village Clerk

Exhibit "A"

CONTRACTOR'S CERTIFICATION:

Contract Execution

_____, (Name of Contractor) having submitted a bid on a contract (Name of Contractor) for _____ (General description of item(s) bid on) to the Village of Lombard, hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code or of any similar statute of another state or of a federal statute containing the same or similar elements.

By: _____
Authorized Agent of Contractor

Subscribed and sworn to
before me this _____
day of _____, 2011.

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 _____, 2011.

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 _____, 2011.

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 _____, 2011.

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.