

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 : December 6, 2016 Agenda Date: December 15, 2016

TITLE : Bid Opening for: Landscape and Parkway Restoration PWO 17-17B

SUBMITTED BY: Eric Hendrickson, Forestry/Urban Landscaping Supervisor

RESULTS:

Date Bids Were Published 11/17/16 Bidding Closed 12/2/16

Total Number of Bids Received 4

Total Number of Bidders Meeting Specifications 4

Bid Security Required X Yes No

Performance Bond Required X Yes 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Were Any Bids Withdrawn Yes X No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:

Engineer's estimate/budget estimate \$70,000.00

Amount of Award \$40,950.00 410.710.725.75350 RM PROG 19

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 ^{EH}
Through: Carl Goldsmith, Director of Public Works 
Date: December 6, 2016
RE: Awarding Landscape and Parkway Restoration Contract

On November 17, 2016, the Village of Lombard advertised for bids for the Village contract **PWO 17-17B, Parkway, Turf, and Landscape Restoration**. Bid packets were sent to 15 landscape maintenance companies. The bid opening was held on December 2, 2016 with four (4) bids being received. I have attached the Bid Tabulation sheet.

Uno Mas Landscaping had the lowest bid of \$40,950.00 for which is \$29,050.00 under original fiscal year 2017 budget estimates of \$70,000.00 for landscape and parkway restoration. I have checked the references provided by *Uno Mas Landscaping* and they have been favorable.

I recommend awarding the contract to *Uno Mas Landscaping* which was the lowest bidder, in the amount of \$40,950.00 for landscape and parkway restoration. Please present this item to the Board of Trustees at the December 15, 2016 meeting for their approval. This is a 10-month contract starting in March 2017 and running through December 2017 with a one year renewal option.

Att: Bid Tabulation Sheet
Contracts (2)

Bid Opening Tabulation Form 2017 Landscape and Parkway Restoration

DATE:		2-Dec-16		NAME & ADDRESS OF BIDDER	Green Horizons Landscaping LLC 960 N Lombard Ave Lombard, IL 60148	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL	
TIME:		3:00PM													
DOCUMENT # PWO 17-17B															
DOCUMENT NAME: Parkway, Turf, and Landscape Restoration				Desiderio Landscaping LLC 17258 E 12000 N. Rd Grant Park, IL 60940				Uno Mas Landscaping PO Box 681 Streamwood, IL 60107							
EXCEPTIONS															
NO	ITEM			QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL
1	Prevailing Wage Soil, Seed and Matting			30000	\$2.00	\$60,000.00	30000	\$2.35	\$70,500.00	30000	\$0.80	\$24,000.00	30000	\$0.80	\$24,000.00
2	Non-Prevailing Wage Soil, Seed and Matting			3000	\$1.00	\$3,000.00	3000	\$1.30	\$3,900.00	3000	\$0.65	\$1,950.00	3000	\$0.65	\$1,950.00
3	Tree Stump Resotation - non-prevailing			20000	\$1.25	\$25,000.00	20000	\$1.45	\$29,000.00	20000	\$0.75	\$15,000.00	20000	\$0.75	\$15,000.00
4	ALL ABOVE ARE PER SQUARE FOOT														
5	NON BID ITEMS														
6	NON BID ITEMS														
7	SOD work - prevailing wage per sq yd				\$11.00			\$12.75			\$12.00			\$12.00	
8	SOD work - non-prevailing wage per sq yd				\$8.00			\$7.25			\$8.50			\$8.50	
9															
10															
GRAND TOTAL						\$88,000.00			\$103,400.00			\$40,950.00			\$40,950.00

DATE:		2-Dec-16		NAME & ADDRESS OF BIDDER	TNT Landscape Construction, Inc 847 S Randall Rd Ste 334 Elgin, IL 60123	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL	
TIME:		3:00PM													
DOCUMENT # PWO 17-17B															
DOCUMENT NAME: Parkway, Turf, and Landscape Restoration				Desiderio Landscaping LLC 17258 E 12000 N. Rd Grant Park, IL 60940				Uno Mas Landscaping PO Box 681 Streamwood, IL 60107							
EXCEPTIONS															
NO	ITEM			QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL
1	Prevailing Wage Soil, Seed and Matting			30000	\$1.35	\$40,500.00	30000	\$1.35	\$40,500.00	30000	\$0.80	\$24,000.00	30000	\$0.80	\$24,000.00
2	Non-Prevailing Wage Soil, Seed and Matting			3000	\$0.85	\$2,550.00	3000	\$0.85	\$2,550.00	3000	\$0.65	\$1,950.00	3000	\$0.65	\$1,950.00
3	Tree Stump Resotation - non-prevailing			20000	\$1.10	\$22,000.00	20000	\$1.10	\$22,000.00	20000	\$0.75	\$15,000.00	20000	\$0.75	\$15,000.00
4	ALL ABOVE ARE PER SQUARE FOOT														
5	NON BID ITEMS														
6	NON BID ITEMS														
7	SOD work - prevailing wage per sq yd				\$16.00			\$16.00			\$16.00			\$16.00	
8	SOD work - non-prevailing wage per sq yd				\$11.00			\$11.00			\$11.00			\$11.00	
9															
10															
GRAND TOTAL						\$65,050.00			\$65,050.00			\$0.00			\$0.00

**VILLAGE OF LOMBARD
BID PROPOSAL**

Proposal for Contract Document Number PWO-17-17B. 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. Soil, Seed, and Matting Work Completed Using Prevailing Wages
30,000 sq. ft. @ \$ <u>0.80</u> per square foot | Totaling | \$ <u>24,000.00</u> |
| 2. Soil, Seed, and Matting Work Completed Using Non-Prevailing Wages
3000 sq. ft. @ \$ <u>0.65</u> per square foot | Totaling | \$ <u>1,950.00</u> |
| 3. Tree Stump Restoration Work Completed Using Non-Prevailing Wages
20,000 sq. ft. @ \$ <u>0.75</u> per square foot | Totaling | \$ <u>15,000.00</u> |

Landscape Restoration Total Bid Price

\$ 40,950.00

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-17-17b

This agreement is made this ____ day of _____, 2016 between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (Uno Mas Landscaping) 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:

Soil, Seed, and Matting Work Completed Using Prevailing Wages @ \$0.80 per square foot.
Soil, Seed, and Matting Work Completed Using Non-Prevailing Wages @ \$0.65 per square foot.
Tree Stump Restoration Completed Using Non-Prevailing Wages @ \$0.75 per square foot

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-17-17B for Landscape Restoration, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Invitation to Bid on Contract Document No. PWO-17-17B - 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. 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 up to \$70,000.00 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 as laid out in the restoration timeline once given 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 Giagnorio, Village President, and the Contractor have hereunto set their hands this ____day of _____, 2016.

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 _____, 2016.

Individual or Partnership _____ Corporation _____

By Position/Title

By

Position/Title

Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this ____ day of _____, 2016.

Keith Giagnorio
Village President

Attest:

Sharon Kuderna
Village Clerk

EXHIBIT A
VILLAGE OF LOMBARD
CONTRACTOR'S CERTIFICATION

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

I am the Owner / President for Uno mas landscaping.
(Title) (Name of Company)
(the "Contractor"), which has submitted a proposal for Parking lot and landscape Restoration.
(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 "all employee drivers" (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: [Signature]
Authorized Agent of Contractor

Subscribed and sworn to
before me this 30
day of November, 2016

[Signature]
Notary Public

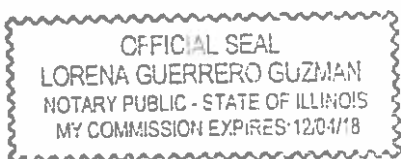


EXHIBIT B

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.