

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 26, 2020 Agenda Date: November 5, 2020
TITLE : Bid Opening for: Specialty Landscaping and Annual Planting Bed
Maintenance PWO 21-17
SUBMITTED BY: Eric Hendrickson, Forestry & Urban Landscape Supervisor, Public Works

RESULTS:

Date Bids Were Published 10/08/20 Bidding Closed 10/23/20

Total Number of Bids Received 2

Total Number of Bidders Meeting Specifications 2

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Were Any Bids Withdrawn Yes X No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 | \$13,650.00 | 101.120.113.75610 |
| | \$39,200.00 | 420.730.730.75770 |
| | \$12,000.00 | 440.740.740.75770 RM.PROG 01 |
| | \$1,150.00 | 530.810.110.75770 |

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 *cg*
Date: October 26, 2020
RE: Awarding Specialty Landscaping and Annual Planting Bed Maintenance Contract

On October 8th, 2020, the Village of Lombard advertised for bids for the Village contract **PWO 21-17, Specialty Landscaping and Annual Planting Bed Maintenance**. Bid packets were sent to seven (7) landscape maintenance companies. The bid opening was held on October 23rd, 2020 with two (2) bids being received. The Bid Tabulation sheet has been attached for review and consideration.

Beary Landscape Management submitted the lowest bid of \$66,000.00, which is \$12,000.00 under the fiscal year 2021 budget of \$78,000.00 for specialty landscaping and planting bed maintenance. *Beary Landscape Management* has been the Village's specialty landscaping and planting bed maintenance contractor for the past three 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 *Beary Landscape Management* for the amount of \$66,000.00 for specialty landscaping and annual planting bed maintenance. This is a one-year contract running January 1, 2021 through December 31st, 2021 with two optional renewal periods. Please present this item to the Board of Trustees at the November 5th, 2020 meeting for their approval.

Att: Bid Tabulation Sheet
Contracts (2)

Bid Opening Tabulation Form 2021 Specialty Landscape and Annual Planting Bed Maintenance

| | | | | | | | |
|--|---|-------------------------------------|-------------------|--|------------|--------------------------|--------------|
| DATE: 23-Oct-20 | | | | | | | |
| TIME: 10:00 AM | | | | | | | |
| DOCUMENT # PWO 21-17 | | NAME & ADDRESS OF BIDDER | | Beary Landscape Maint 15001 W 159th Street Lockport, IL 60491 | | | |
| DOCUMENT | | | | Year Two Option (2022) | | Year Three Option (2023) | |
| NAME: Specialty Landscape and Annual Planting Bed Maintenance | | EXCEPTIONS | | | | | |
| NO | ITEM | QTY | UNIT PRICE | TOTAL | QTY | UNIT PRICE | TOTAL |
| 1 | Specialty Landscape Maint Year 1 | | | \$54,000.00 | | | |
| 2 | Annual Trash Pickup Year 1 | | | \$12,000.00 | | | |
| 1 | Specialty Landscape Maint Year 2 option | | | \$55,720.00 | | | |
| 2 | Annual Trash Pickup Year 2 option | | | \$12,360.00 | | | |
| 1 | Specialty Landscape Maint Year 3 option | | | | | | \$57,540.00 |
| 2 | Annual Trash Pickup Year 3 option | | | | | | \$12,720.00 |
| GRAND TOTAL | | | | \$66,000.00 | | \$68,080.00 | \$70,260.00 |
| DATE: 23-Oct-20 | | | | | | | |
| TIME: 10:00 AM | | | | | | | |
| DOCUMENT # PWO 21-17 | | NAME & ADDRESS OF BIDDER | | Shamrock Hardscaping and Restoration 825 East North Street Elburn, IL 60119 | | | |
| DOCUMENT | | | | Year Two Option (2022) | | Year Three Option (2023) | |
| NAME: Specialty Landscape and Annual Planting Bed Maintenance | | EXCEPTIONS | | | | | |
| NO | ITEM | QTY | UNIT PRICE | TOTAL | QTY | UNIT PRICE | TOTAL |
| 1 | Specialty Landscape Maint Year 1 | | | \$82,904.47 | | | |
| 2 | Annual Trash Pickup Year 1 | | | \$11,000.00 | | | |
| 1 | Specialty Landscape Maint Year 2 option | | | \$82,904.47 | | | |
| 2 | Annual Trash Pickup Year 2 option | | | \$11,000.00 | | | |
| 1 | Specialty Landscape Maint Year 3 option | | | | | | \$88,419.46 |
| 2 | Annual Trash Pickup Year 3 option | | | | | | \$12,000.00 |
| 1 | | | | | | | |
| GRAND TOTAL | | | | \$93,904.47 | | \$93,904.47 | \$100,419.46 |

**VILLAGE OF LOMBARD
BID PROPOSAL**

VILLAGE OF LOMBARD

Contract for

CONTRACT DOCUMENT NUMBER PWO-21-17

This agreement is made this ____ day of _____, 2020 between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (Beary Landscape Management) 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:

Specialty Landscape and Planting Bed Maintenance Annual Lump Sum \$ 54,000.00 _____

Annual Trash and Debris Pickup Only Lump Sum \$ 12,000.00 _____

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-21-17 for Specialty Landscaping and Annual Planting Bed Maintenance, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Invitation to Bid on Contract Document No. PWO-21-17 - 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 23, 2020
 - 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 \$ 66,000.00 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 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 Giagnorio, Village President, and the Contractor have hereunto set their hands this _____ day of _____, 2020.

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 _____, 2020.

Individual or Partnership _____ Corporation _____

By _____ Position/Title

By _____ Position/Title

Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this _____ day of _____, 2020.

Keith Giagnorio
Village President

Attest:

Sharon Kuderna
Village Clerk

Approved contents of contractual documents:

Thomas P. Bayer
Village Attorney

Date

**VILLAGE OF LOMBARD
BID PROPOSAL**

VILLAGE OF LOMBARD

Contract for

CONTRACT DOCUMENT NUMBER PWO-21-17

This agreement is made this ____ day of _____, 2020
between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter
referred to as (the "Village") and (Bearv Landscape Management) 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:

| | |
|---|---------------------------|
| Specialty Landscape and Planting Bed Maintenance Annual Lump Sum | \$ <u>54,000.00</u> _____ |
| Annual Trash and Debris Pickup Only Lump Sum | \$ <u>12,000.00</u> _____ |

1. This contract shall embrace and include all of the applicable contract documents listed below as if attached hereto or repeated herein:
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for Specialty Landscaping and Annual Planting Bed Maintenance, consisting of the following:
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 - 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 \$ 66,000.00 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.
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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 _____, 2020.

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 _____, 2020.

Individual or Partnership _____ Corporation _____

By Position/Title

By Position/Title

Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this _____ day of _____, 2020.

Keith Giagnorio
Village President

Attest:

Sharon Kuderna
Village Clerk

Approved contents of contractual documents:

Thomas P. Bayer
Village Attorney

Date