# VILLAGE OF LOMBARD REQUEST FOR BOARD OF TRUSTEES ACTION

For Inclusion on Board Agenda Bids and Proposals

TO :	President and Villag	e Board of Tr	ustees			
FROM :	David A. Hulseberg,	Village Man	ager			
DATE :	March 2, 2012	Agenc	la Date	: <u>March 15,</u>	2012	
TITLE :	Bid Opening for: <u>L</u>	andscape Res	storatio	n <b>PWO 12</b> I	<u>B17B</u>	
SUBMITTED BY:	Steven Kremske, For	estry & Urba	n Land	scape Supe	rvisorAb	
RESULTS: Date Bids Were Pull Total Number of Bids Security Require Performance Bond Were Any Bids With Explanation: Waiver of Bids Require If yes, explain: Award Recomment Responsible Bidden	ids Received 3 idders Meeting Specifored Required thdrawn quested? ded to Lowest	•	ng Clos  3  Yes  Yes  Yes  Yes	ed <u>3/2/12</u> X X X No	No No No	
If no, explain:  FISCAL IMPACT: Engineer's estimate Amount of Award	: e/budget estimate <u>\$7</u> . \$29510.00 7101.75	<u>56140</u>				
BACKGROUND/See attached memory	RECOMMENDATIC o.	<u> </u>				
If yes, was quality Was item bid in ac	d Bidder Worked for of work acceptable cordance with Public ublic Act 85-1295 does	Act 85-1295?	ously	<ul><li>X Yes</li><li>X Yes</li><li>X Yes</li><li>Yes</li></ul>	No No No	
REVIEW (as neede Village Attorney X Finance Director X Village Manager X	(X (X		]	Date Date 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:

David A. Hulseberg, Village Manager

From:

Steve Kremske, Forestry & Urban Landscape Supervisor

Through:

Carl Goldsmith, Director of Public Works

Date:

March 2, 2012

RE:

Awarding Landscape Restoration Contract

On February 15, 2012, Bid Documents for the Village contract **PWO 12B17B**, *Landscape Restoration* were sent to 30 local tree care companies. The bid opening was held on March 2<sup>nd</sup> with three (3) bids being received. I have attached the Bid Tabulation sheet.

The TLC Group, LTD. had the lowest bid of \$29,510.00 which is \$40,490.00 under what has been budgeted this fiscal year for landscape restoration. This is a 6-month contract. The TLC Group, LTD. has had the restoration contract for the past several years and has done a good job.

I recommend awarding the contract to *The TLC Group*, *LTD*. for the amount of \$29,510.00 for landscape restoration. Please present this item to the Board of Trustees at the March 15, 2012 meeting for their approval.

Att: Bid Tabulation Sheet Contracts (4)

Landscape Restoration Bid Results

Γ						T								
	·		TOTAL							TOTAL			TOTAL	
			Per Sq. Yd.							Per Sq. Yd.	2.5 % (1.5 %) (2.5 %) (3.5 %) (3.5 %) (3.5 %) (4.5 %)		Per Sq. Yd.	
	roup, LTD.  xx 127 Hills, IL	d Bond	TOTAL	\$19,200.00	\$6,375.00	\$2,325.00	\$1,610.00			TOTAL			TOTAL	
	The TLC Group, LTD P.O. Box 127 Clarendon Hills, IL	None-Bid Bond	Per Sq. Yd.	\$4.80	\$4.25	\$4.65	\$3.22			Per Sq. Yd.			Per Sq. Yd.	
III DIU Acsums	dscape, Inc. harles Rd. rd, IL	d Bond	TOTAL	\$152,000.00	\$26,700.00	\$9,145.00	\$7,495.00			TOTAL			TOTAL	
Landscape Restoration Bid Nesuits	Matthies Landscape, Inc. 600 E. St Charles Rd. Lombard, IL	None-Bid Bond	Per Sq. Yd.	\$38.00	\$17.80	\$18.29	\$14.99			Per Sq. Yd.			Per Sq. Yd.	
Lands	onstruction Inc. Idall Rd.	d Bond	TOTAL	\$34,000.00	\$11,250.00	\$2,500.00	\$2,000.00	\$49,750.00		TOTAL			TOTAL	
	TNT Landscape Construction Inc. 847 S. Randall Rd. Blgin, IL	None-Bid Bond	Per Sq. Yd.	\$8.50	\$7.50	\$5.00	\$4.00			Per Sq. Yd.			Per Sq. Yd.	
	ATE         March 2, 2012           TME:         9:30 AM           OCUMENT # PWO-12B17B         NAME & ADDRESS OF ADDR	andscape Restoration EVCEPTIONS	NO ITEM	- 1	Sod Restoration - Prevailing Wage (est. 4,000 sq. yus)	2 Driet & Good - Drevailing Wage (est. 500 sq. vds)	4 Dirt & Seed - Non-Prevailing (est. 500 sq. yds)	RAND TOTAL	TME:         9:30 AM           NAME & ADDRESS OF ADGOUMENT # PWO-12B17B         NAME & ADDRESS OF BIDDER	NO ITEM	1 Sod Restoration - Prevailing Wage (est. 4,000 sq. yds) 2 Sod Restoration - Non-Prevailing (est. 1,500 sq. yds) 3 Dirt & Seed - Prevailing Wage (est. 500 sq. yds) 4 Dirt & Seed - Non-Prevailing (est. 500 sq. yds) RAND TOTAL	ATE         March 2, 2012           IME:         9:30 AM         NAME &           IOCUMENT # PWO-12B17B         ADDRESS OF           IOCUMENT NAME:         ADDRESS OF           Indescape Restoration         ADDER	NO ITEM	1 Sod Restoration - Prevailing Wage (est. 4,000 sq. yds) 2 Sod Restoration - Non-Prevailing (est. 1,500 sq. yds) 3 Dirt & Seed - Prevailing Wage (est. 500 sq. yds) 4 Dirt & Seed - Non-Prevailing (est. 500 sq. yds)

#### 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. @ \$4.80 per Sq. Yd.	Totaling	\$ 19,200.00
2.	Sod Work Completed Non-Prevailing Wages 1,500 sq. yds. @ \$4.25 per Sq. Yd.	Totaling	\$ <u>6,375.00</u>
3.	Dirt and Seed Work Completed Prevailing Wages 500 sq. yds. @ \$_4.65 per Sq. Yd.	Totaling	\$ 2,325.00
4.	Dirt and Seed Work Completed Non-Prevailing Wages 500 sq. yds. @ \$_3.22 per Sq. Yd.	Totaling	\$ 1,610.00

## **Landscape Restoration Total Bid Price**

\$29,510.00

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 <u>15<sup>th</sup></u> day of <u>March</u>, 20<u>12</u> between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (<u>The TLC Group, LTD.</u>) 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 @ \$4.80	per Sq. Yd.
Sod Work Completed Non-Prevailing Wages @ \$4.25	_per Sq. Yd.
Dirt and Seed Work Completed Prevailing Wages @ \$_4.65	per Sq. Yd.
Dirt and Seed Work Completed Non-Prevailing Wages @ \$ 3.22	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. <u>PWO-12B17B</u> for <u>Landscape Restoration</u>, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Invitation to Bid on Contract Document No. <u>PWO-12B17B</u> 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 March 2, 2012
  - c. Required Performance and Payment Bonds and Certificate of Insurance

- The Village agrees to pay, and the Contractor agrees to accept as full payment for the items, 2. and installation of the same, which are the subject matter of this contract the total sum of \$29,510.00 paid in accordance with the provisions of the Local Government Prompt Payment Act.
- The Contractor represents and warrants that it will comply will all applicable Federal, State and 3. local laws concerning prevailing wage rates and all Federal, State and local laws concerning equal employment opportunities.
- 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.
- Bonds required to guarantee performance and payment for labor and material for this work shall be 5. 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.
- Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any 6. 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.
- In executing this Contract, Contractor agrees that it has examined the site of the work and the 7. conditions existing therein, has examined the Contract Documents and taken and compared field measurements and conditions with those Documents.
- This Contract represents the entire Agreement between the parties and may not be modified without 8. the written approval of both parties.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by William J. Mueller, Village President, and the Contractor have hereunto set their hands this 15<sup>th</sup> day of March, 2012.

corporation, an

•		•
If an individual or partnersh officer duly authorized shall	ip, all individual names of each sign here:	partner shall be signed or if a
Accepted this 15 <sup>th</sup> day of M	arch, 20 <u>12</u> .	
Individual or Partnership	Corporation	
Ву	Position/Title	_

Ву	Position	/Title
Print Company Name		
THE VILLAGE OF LC	MBARD, ILLINOIS	
Accepted this 15 <sup>th</sup> day o	of <u>March</u> , 20 <u>12</u> .	
		William J. Mueller Village President
	Attest:	
		Brigitte O'Brien Village Clerk
Approved for issuance:		
Rhonda Heabel Management Analyst	Date	
Approved contents of o	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	l a proposal for
to the Village of Lombard and, having authorized by the Contractor to make the Contractor:	(Name of Village project) personal knowledge of the matters certified to herein, and being ne certifications set forth herein, hereby certifies that said
1. has a written sexual harassment pol	icy in place, in full compliance with 775 ILCS 5/2-105(A) (4);
or <b>if</b> it is:	any tax administered by the Illinois Department of Revenue, ne tax or the amount of tax in accordance with procedures
established by the appropriate rob. it has entered into an agreement is currently in compliance with	t with the Department of Revenue for payment of all taxes due and
3. is in full compliance with the Feder Alcohol Use and Testing, 49 CFR I	ral Highway Administration Rules on Controlled Substances and Parts 40 and 382, and that
_(Name of employee/driver or "all	employee drivers")
is/are currently participating in a dr rules; and	rug and alcohol testing program pursuant to the aforementioned
	any unit of state or local government as a result of a violation 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 certifie	s that said contractor has
a written sexual harassment policy	in place in full compliance with 775 ILCS 5/2-	105(A) (4).
Subscribed and sworn to before me this	By:Authorized Agent of Contractor	
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 contrac	tor is
not delinquent in the payment of any ta	tax administered by the Illinois Department of Revenue, or if	it is:
a. it is contesting its liprocedures establis	liability for the tax or the amount of tax in accordance with ished by the appropriate Revenue Act; or	
b. it has entered into a taxes due and is cu	an agreement with the Department of Revenue for payment ourrently in compliance with that agreement.	fall
	By:Authorized Agent of Contractor	
Subscribed and sworn to before me this, 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	ules.
[Company Name]	
By:	
Tr	
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.