

120190

DISTRICT ALL

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 *dah*
DATE : April 9, 2012 Agenda Date: April 19, 2012
TITLE : Bid Opening for: Tree & Stump Removal PWO 12B14
SUBMITTED BY: Steven Kremske, Forestry & Urban Landscape Supervisor *SK*

RESULTS:

Date Bids Were Published 3/21/12 Bidding Closed 4/9/12

Total Number of Bids Received 7

Total Number of Bidders Meeting Specifications 7

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Were Any Bids Withdrawn Yes X No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 \$56,400.00 FY12B

Amount of Award \$30,000.00 2712.755700 - For Both

\$11,700.00 FIN# 5580

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

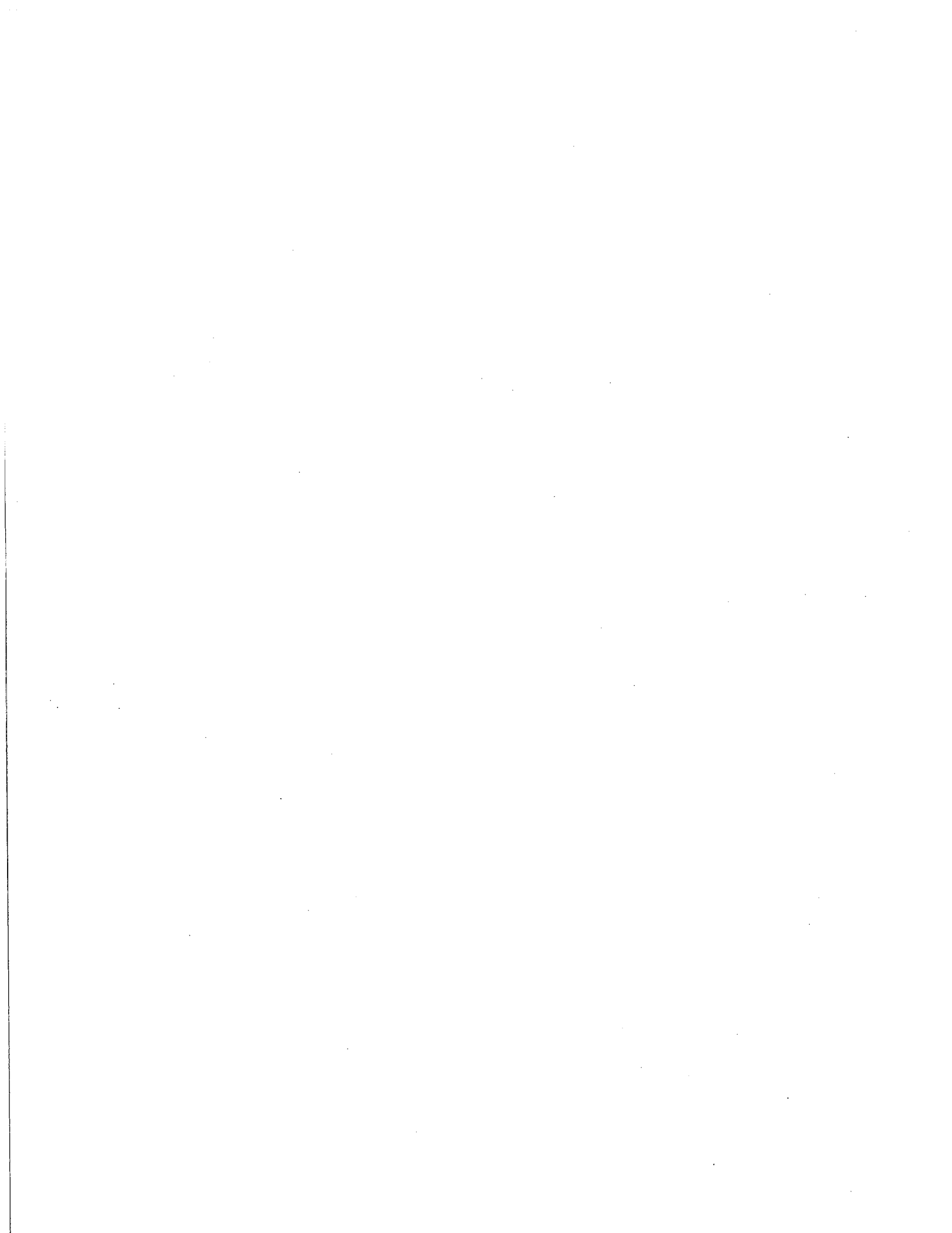
REVIEW (as needed):

Village Attorney XX _____ Date _____

Finance Director XX _____ Date _____

Village Manager XX *David A. Hulseberg* Date 4/12/12

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: April 9, 2012
To: David A. Hulseberg, Village Manager
From: Steve Kremske, Forestry & Urban Landscape Supervisor *SK*
Through: Carl Goldsmith, Director of Public Works *CG*
Subject: Awarding Tree & Stump Removal Contract

On March 21, 2012, Bid Documents for the Village contract **PWO 12B14**, *Tree and Stump Removal* were sent to 23 local tree care companies. The bid opening was held on April 9th with seven (7) bids being received. I have attached the Bid Tabulation sheets.

Dawson Tree Service had the lowest bid of \$41,700.00. \$30,000.00 has been budgeted this fiscal year for tree and stump removal. Beginning with FY12B, the CIP will include funds for the removal and replacement of parkway trees lost to the emerald ash borer. It is anticipated that \$26,400.00 from the CIP will be allocated for tree & stump removal. *Dawson* 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 \$41,700.00.

Please present this item to the Board of Trustees at the April 19, 2012 meeting for their approval.

Att: Bid Tabulation Sheet
Contracts (3)



FY12B Tree and Stump Removal

DATE: April 9, 2012		NAME & ADDRESS OF BIDDER	ITEM	None		None - Bond	None - Bond	None - Bond		
TIME: 9:00am	DOCUMENT # PWO 12B14			UNIT PRICE	TOTAL				UNIT PRICE	TOTAL
DOCUMENT NAME: Tree & Stump Removals		Family TreeWerks 227 W. Grand Lake Blvd West Chicago, IL	1	\$800.00	\$24,000.00	\$1,950.00	\$58,500.00	\$675.00	\$20,250.00	
			2	\$1,000.00	\$30,000.00	\$3,100.00	\$93,000.00	\$1,350.00	\$40,500.00	
			3	\$1,200.00	\$12,000.00	\$4,000.00	\$40,000.00	\$2,475.00	\$24,750.00	
			4	\$10.00	\$18,000.00	\$15.00	\$27,000.00	\$1.90	\$3,420.00	
			5	Emergency Work per hour - Non bid Items	Straight Time	OT & Holiday	Straight Time	OT & Holiday	Straight Time	OT & Holiday
			6	Journeyman Trimmer	80.00	\$95.00	\$122.00	\$158.00	\$95.00	\$190.00
		1	Laborer	50.00	\$60.00	\$110.00	\$144.00	\$95.00	\$190.00	
		2	Aerial Lift Truck	125.00		\$36.00		\$125.00	\$250.00	
		3	Brush Chipper	125.00		\$18.00		\$50.00	\$100.00	
		4	Chipper Truck	125.00		\$26.00		\$125.00	\$250.00	
		5	Prentice Loader	200.00		\$38.00		\$125.00	\$250.00	
GRAND TOTAL					\$84,000.00		\$218,500.00		\$128,200.00	

DATE: April 9, 2012		NAME & ADDRESS OF BIDDER	ITEM	None - Check		None - Check	None - Bond	None - Bond		
TIME: 9:00am	DOCUMENT # PWO 12B14			UNIT PRICE	TOTAL				UNIT PRICE	TOTAL
DOCUMENT NAME: Tree & Stump Removals		Landscape Concepts Mgt. 31745 Alleghany Rd. Grayslake, IL 60030	1	\$600.00	\$18,000.00	\$370.00	\$11,100.00	\$550.00	\$16,500.00	
			2	\$1,200.00	\$36,000.00	\$575.00	\$17,250.00	\$650.00	\$19,500.00	
			3	\$2,000.00	\$20,000.00	\$795.00	\$7,950.00	\$850.00	\$8,500.00	
			4	\$3.00	\$5,400.00	\$3.00	\$5,400.00	\$5.49	\$9,882.00	
			5	Emergency Work per hour - Non bid Items	Straight Time	OT & Holiday	Straight Time	OT & Holiday	Straight Time	OT & Holiday
			6	Journeyman Trimmer	\$150.00	\$200.00	\$75.00	\$112.50	\$100.00	\$200.00
		1	Laborer	\$75.00	\$125.00	\$65.00	\$97.50	\$75.00	\$150.00	
		2	Aerial Lift Truck	\$260.00		\$75.00		\$50.00	\$100.00	
		3	Brush Chipper	\$180.00		\$75.00		\$50.00	\$100.00	
		4	Chipper Truck	\$90.00		\$75.00		\$50.00	\$100.00	
		5	Prentice Loader	\$390.00		\$75.00		\$150.00	\$300.00	
GRAND TOTAL					\$79,400.00		\$41,700.00		\$54,382.00	

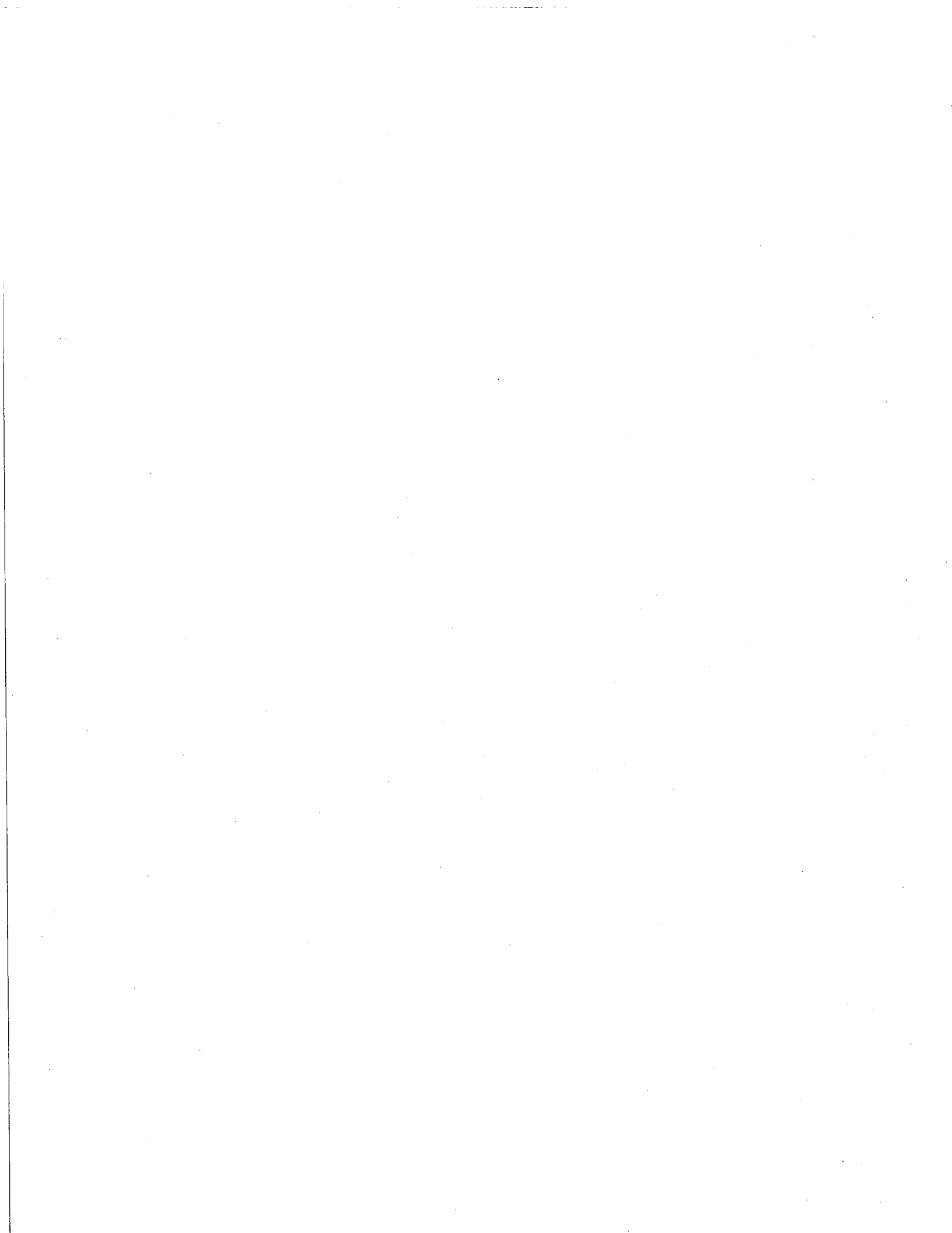
Homer Tree Care Inc.
14000 S. Archer
Lockport, IL 60441

Dawsons Tree Service, Inc.
P.O. Box 1363
Elmhurst, IL 60126

Central Forestry, LLC
1566 W. Algonquin Road
Hoffman Estates, IL 60192

Winkler Tree Service
P.O. 1154
LaGrange Park, IL 60525

Kramer Tree Specialists
701 Church Dr.
West Chicago, IL



VILLAGE OF LOMBARD

Contract for Tree & Stump Removal

CONTRACT DOCUMENT NUMBER PWO 12B14

This agreement is made this 19th day of April, 2012 between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (Dawsons Tree Service, 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:

TREE REMOVAL

11 TO 24 INCHES
IN DIAMETER
AT DBH OF 4.5'

\$ 370.00 Per Tree

TREE REMOVAL

25 TO 32 INCHES
IN DIAMETER
AT DBH OF 4.5'

\$ 575.00 Per Tree

TREE REMOVAL

OVER 32 INCHES
IN DIAMETER
AT DBH OF 4.5'

\$ 795.00 Per Tree

TREE STUMP REMOVAL ONLY

(From Trees Removed by Village Crews)

STUMP DIAMETER INCHES

IN DIAMETER

AT GRADE

\$ 3.00 Per Inch

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 12B14
for Tree & Stump Removal, consisting of the following:

- i) Cover Sheet
- ii) Table of Contents

- iii) Invitation to Bid on Contract Document
No. PWO 12B14- 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 April 9, 2012
- 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 \$ 41,700.00 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 William J. Mueller, Village President, and the Contractor have hereunto set their hands this 19th day of April, 2012.

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 April, 2012.

Individual or Partnership _____ Corporation _____

By Position/Title

By Position/Title

Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 19th day of April, 2012.

William J. Mueller
Village President

Attest:

Brigitte O'Brien
Village Clerk

Approved for issuance:

Rhonda Heabel Date
Management Analyst

Approved contents of contractual documents:

Thomas P. Bayer Date
Village Attorney

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 _____, 2012.

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 _____, 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 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 _____, 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 rules.

[Company Name]

By: _____

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.