VILLAGE OF LOMBARD REQUEST FOR BOARD OF TRUSTEES ACTION

For Inclusion on Board Agenda Bids and Proposals

TO :	President and Village B	oard of Truste	es	
FROM :	David A. Hulseberg, Vi	llage Manager		
DATE :	February 25, 2013	Agenda Da	ate: March 7, 20	<u>13</u>
TITLE :	Bid Opening for: Tree &	Stump Remo	val PWO 1314	1,
SUBMITTED BY:	Steven Kremske, Forest	ry & Urban La	ndscape Super	visor /h
RESULTS:				
Date Bids Were Pub	olished <u>2/6/13</u>	Bidding Cl	osed 2/22/13	
Total Number of Bi	ds Received 9	-		
Total Number of Bi	dders Meeting Specificat	ions9		
Bid Security Requir		X Yes		_No
Performance Bond		Yes	X	_No
Were Any Bids Wit	hdrawn	Yes	X	_No
Explanation:				
Waiver of Bids Requ	uested?	Yes	X No	
If yes, explain:				
See attached memo				
Award Recommend	led to LowestX	Yes	No	
Responsible Bidder	?			
If no, explain:				
See attached memo				
FISCAL IMPACT:				
Engineer's estimate	/budget estimate \$63,00	0.00 FY13		
Amount of Award	\$35,000.00 240.270.11	2.75770 TREE	STUM REM	
	\$28,000.00 410.710.72	5.75770 RM	PROG 04	
BACKGROUND/R	ECOMMENDATION:			
See attached memo				
Has Recommended	Bidder Worked for Villa	ige Previously	X_Yes	_No
If yes, was quality of	of work acceptable		X_Yes	_No
Was item bid in acc	ordance with Public Act	85-1295?	X_Yes _	_No
Waiver of bids - Pu	blic Act 85-1295 does not	apply	Yes	
REVIEW (as needed	i):			
The state of the s	(Date	
Finance Director XX	(Date	
Village Manager XX	(Date	Si-

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:

February 25, 2013

To:

David A. Hulseberg, Village Manager

From:

Steve Kremske, Forestry & Urban Landscape Supervisor

Through:

Carl Goldsmith, Director of Public Works

Subject:

Awarding Tree & Stump Removal Contract

On February 6, 2013, Bid Documents for the Village contract **PWO 1314**, *Tree and Stump Removal* were sent to 29 local tree care companies. The bid opening was held on February 22nd with nine (9) bids being received. I have attached the Bid Tabulation sheet.

Ciosek Tree Service had the lowest bid of \$141,200.00. The FY13 budget contains \$35,000.00 for tree and stump removal. Beginning with FY12B, the CIP has included funds for the removal and replacement of parkway trees lost to the emerald ash borer. It is anticipated that \$28,000.00 budgeted in the CIP will be allocated for tree & stump removal this year. Due to the substantial difference between budgeted and bid amounts, it is recommended that the Village reject all bids and negotiate with the contractor who submitted the lowest bid. Joe Ciosek has agreed to honor his per/tree bid costs and remove as many as the budgeted amount allows. Ciosek Tree Service 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 \$63,000.00.

Please present this item to the Board of Trustees at the March 7, 2013 meeting for their approval.

Att: Bid Tabulation Sheet

Contracts (3)

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NAME & DOCUMENT # PWO 1314 BIDDER	ΛE &	_			an Comitan		or P. Cone		
1314 ITEM 11"-24"	600000	Dawsons Tree Service, Inc.	e Service, Inc.	Ciosek Tree Service	בה שבו אורה	Steve Piper & Sons	ET OX JUILS	Homer Tree Care Inc.	e Care Inc.
ITEM 11"-24" 25"-32"	ADDRESS OF BIDDER	P.O. Box Elmhurst, IL	ox 1363 IL 60126	21W430 Lombard,	21W430 Park Ave. Lombard, IL 60148	31 W320 Ramm Dr. Naperville, IL 60564	Ramm Dr. IL 60564	14000 S. Archer	. Archer II. 60441
ITEM 11"-24" 25"-32"									
ITEM 11"-24" 25"-32"	EXCEPTIONS CHECK/BOND	None - Cl	Check	Prevailing E	Prevailing Extra - Check	None-	None - Bond	None	None - Bond
		UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
		\$400.00	\$76,000.00	\$365.00	\$69,350.00	\$405.00	\$76,950.00	\$551.00	\$104,690.00
		\$610.00	\$45,750.00	\$600.00	\$45,000.00	\$650.00	\$48,750.00	\$1,007.00	\$75,525.00
3 Over 32"	111	\$795.00	\$11,925.00	\$950.00	\$14,250.00	\$1,175.00	\$17,625.00	\$1,247.00	\$18,705.00
4 Stump Removal		\$3.25	\$13,650.00	\$3.00	\$12,600.00	\$3.75	\$15,750.00	\$8.00	\$33,600.00
Emergency Work per hour - Non bid Items	Items	Straight Time	OT & Holiday	Straight Time	OT & Holiday	Straight Time	OT & Holiday	Straight Time	OT & Holiday
1 Journeyman Trimmer		75.00	\$112.50	45.00	\$75.00	80.00	\$120.00	90.00	\$135.00
2 Laborer	iii U	65.00	\$97.50	40.00	\$60.00	50.00	\$75.00	75.00	\$112.50
3 Aerial Lift Truck		75.00	\$112.50	45.00	\$45.00	35.00	\$35.00	55.00	\$82.50
4 Brush Chipper		75.00	\$112.50	35.00	\$35.00	25.00	\$25.00	45.00	\$45.00
5 Chipper Truck		75.00	\$112.50	35.00	\$35.00	20.00	\$20.00	50.00	\$50.00
Prentice Loader		75.00	\$112.50	50.00	\$50.00	40.00	\$40.00	75.00	\$75.00
GRAND TOTAL			\$147,325.00		\$141,200.00		\$159,075.00	1 1 1 1 1 1 1 1 1 1	\$232,520.00
DATE: February 22, 2013									
TIME: 9:00am	ΛE &	McGinty Bros.	ty Bros.	GroundsKeep	GroundsKeeper Landscape	Winkler Ta	Winkler Tree Service	Trees	Trees "R" Us
DOCUMENT # PWO 1314 ADDRES	ADDRESS OF BIDDER	3744 E. Cuba Rd. Long Grove, IL. 60047	Cuba Rd. 3, IL 60047	P.O. B	P.O. Box 526 Orland Park. II. 60462	P.O.1154	P.O.1154	P.O.6014 Wanconda II	P.O.6014 Wancondo II 60084
DOCUMENT NAME:								10000	to000
	EXCEPTIONS CHECK/BOND	None -	None - Bond	None -	None - Bond	May Refuse Ex	May Refuse Extension - Bond	None	None - Bond
NO ITEM		UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
1 11"-24"		\$402.50	\$76,475.00	\$330.00	\$62,700.00	\$800.00	\$152,000.00	1.180.00	\$224.200.00
2 25"-32"		\$826.50	\$61,987.50	\$650.00	\$48,750.00	\$1,200.00	\$90,000.00	1,500.00	\$112,500.00
3 Over 32"		\$1,330.00	\$19,950.00	\$895.00	\$13,425.00	\$1,600.00	\$24,000.00	1,835.00	\$27,525.00
4 Stump Removal		\$5.00	\$21,000.00	\$4.25	\$17,850.00	\$10.00	\$42,000.00	14.00	\$58,800.00
Emergency Work per hour - Non bid Items	Items	Straight Time	OT & Holiday	Straight Time	OT & Holiday	Straight Time	OT & Holiday	Straight Time	OT & Holiday
1 Journeyman Trimmer		125.00	\$180.00	70.00	\$105.00	\$120.00	\$160.00	\$110.00	\$165.00
2 Laborer	11	125.00	\$180.00	60.00	\$90.00	\$120.00	\$160.00	\$110.00	\$165.00
3 Aerial Lift Truck		190.00	\$245.00	60.00	\$90.00	\$50.00	\$50.00	\$30.00	\$30.00
		50.00	\$50.00	40.00	\$60.00	\$50,00	\$50.00	\$15.00	\$15.00
		175.00	\$235.00	40.00	\$60.00	\$50.00	\$50.00	\$15.00	\$15.00
6 Prentice Loader		205.00	\$270.00	190.00	\$285.00	\$50.00	\$50.00	850.00	\$50.00
GRANDITOTAL		10 10 10 10 10 10 10 10 10 10 10 10 10 1	\$179,412.50		\$142,725.00		\$308,000.00	TOTAL	\$423,025.00

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	DATE:	: February 22, 2013									
NAME PROCESS OF STATE PROC	TIME	9:00am	AME&	Abbott T	ree Care				=		
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	ON ON			UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
Simple Removed Singlet Time Stringer Tim	-	11"-24"		\$425.00	\$80,750.00						
Simple Remover No. 10 of 127 Sin 178.00 Sin 178.00	2	25"-32"		\$675.00	\$50,625.00				1		
Station Stat	3	Over 32"		\$1,175.00	\$17,625.00						
Energeacy Work per boar - Non bid thems Straight Time CT & Holiday CT & Holiday Straight Time CT & Holiday	4	Stump Removal		\$4.00	\$16,800.00						
		Emergency Work per hour - Non	bid Items	Straight Time	OT & Holiday	Straight Time	OT & Holiday	Straight Time	OT & Holiday	Straight Time	OT & Holiday
Laborat	-	Journeyman Trimmer	- F	80.00	\$120.00	13		2			
Actual Lin Thack	2	Laborer		50.00	\$75.00						
Promite Londer 25.00 538.00 S75.00 S75	3	- Aerial Lift Truck		35.00	\$52.00						
Chipper Truck 280.00 535.00 Chipper Truck 280.00 255.00 Chipper Truck 280.00 Chipper Truck 280.00 Chick Charles 280.00 Chick Charles 280.00 Chick Chic	4	Brush Chipper		25.00	\$38.00						
February 22, 2013 Febr	5	Chipper Truck	:	20.00	\$30.00	i					
February 22, 2013	9	Prentice Loader		40.00	\$75.00						
February 22, 2013 NAME & ADDRESS OF ALEACK-BOND LITEM PRICE TOTAL	GRAN				\$165,800.00					200 100 100 100 100 100 100 100 100 100	
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NAME											
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Over 32" Stump Removal Straight Time OT & Holiday Straight Time Straight Time OT & Holiday Straight Time Chipper Truck	2	25"-32"									
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	2	Laborer	5								
	3	Aerial Lift Truck									
	4	Brush Chipper							ď		
10000000000000000000000000000000000000	2	Chipper Truck	(1			(Č				
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VILLAGE OF LOMBARD

Contract for Tree & Stump Removal

CONTRACT DOCUMENT NUMBER PWO 1314

This agreement is made this __7th_day of __March____, 20<u>13</u> between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (<u>Ciosek Tree Service</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:

TREE REMOVAL

11 TO 24 INCHES

IN DIAMETER

\$ 365.00 Per Tree

AT DBH OF 4.5'

TREE REMOVAL

25 TO 32 INCHES

IN DIAMETER

\$ 600.00 Per Tree

AT DBH OF 4.5'

TREE REMOVAL

OVER 32 INCHES

IN DIAMETER

\$ 950.00 Per Tree

AT DBH OF 4.5'

TREE STUMP REMOVAL ONLY

(From Trees Removed by Village Crews)

STUMP DIAMETER INCHES

IN DIAMETER

\$ 3.00 Per Inch

AT GRADE

- 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 1314</u> for Tree & Stump Removal, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Invitation to Bid on Contract Document

No. PWO 1314- 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 <u>February 22, 2013</u>
- 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 \$63,000.00 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 the Village President, and the Contractor have hereunto set their hands this <u>7th</u> day of <u>March</u>, 20<u>13</u>.

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 7th day of M	arch, 20 <u>13</u> .	
Individual or Partnership	Corporation	
Ву	Positio	on/Title
Ву	Positio	on/Title
Print Company Name		_
THE VILLAGE OF LOMB	ARD, ILLINOIS	
Accepted this <u>7th</u> day of <u>M</u>	arch, 20 <u>13</u> .	
		William Ware Village President
	Attest:	Brigitte O'Brien Village Clerk
Approved for issuance:		
Rhonda Heabel Management Analyst	Date	
Approved contents of contra	actual documents:	
Thomas P. Bayer Village Attorney	Date	

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, 2013.
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, 2013.	
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
 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
Notary Public

Exhibit "D"

CERTIFICATION OF CONTRACTOR c174E FHA Rules, 49 CFR 382

hereb	by certifies that it is in full compliance with the
[Company Name]	
	Controlled Substances and Alcohol Use and Testing, 49 CFR
382 et.seq.,and that	
	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:
	its.
SUBSCRIBED AND SWORN TO	
before me this day	
of, 20 <u>13</u> .	

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.