



To: Scott Niehaus, Village Manager
From: Eric Hendrickson, Forestry & Urban Landscape Supervisor
Through: Carl Goldsmith, Director of Public Works *g*
Date: January 13, 2015
RE: Awarding Village Right-of-Way Tree and Stump Removal Contract

On December 17th, 2014, the Village of Lombard advertised for bids for the Village contract **PWO 15-14, Village Right-of-Way Tree and Stump Removal**. Bid packets were sent to 16 local tree care companies. The bid opening was held on January 9th, 2015 with six (6) bids being received. One (1) bid was disqualified for lack of completeness. I have attached the Bid Tabulation sheet.

Ciosek Tree Service had the lowest bid of \$52,250.00 which is \$2,250.00 over original budget estimates for fiscal year 2015 for Village right-of-way tree and stump removal. By adjusting the quantities of trees removed by contractor versus in house we should be able to complete our tree removals within the \$50,000.00 budgeted. This is a one year contract running through December 31st, 2015 with two optional renewal periods. *Ciosek Tree Service* is the current contract holder for these services and has performed with satisfactory results and been responsive to requests for additional work on an as needed basis.

I recommend awarding the contract to *Ciosek Tree Service* for the amount of \$50,000.00 for parkway tree trimming. Please present this item to the Board of Trustees at the January 22nd, 2015 meeting for their approval.

Att: Bid Tabulation Sheet
Contracts (2)

Bid Opening Tabulation Form 2015 Village R-O-W Tree and Stump Removal

DATE: 9-Jan-15		9-Jan-15		Ciosek Tree Service 21W430		Year Two option		Year Three Option		
TIME: 2:00 PM		2:00 PM		Park Avenue Lombard, IL		Year Two option		Year Three Option		
DOCUMENT # PWO 15-14		NAME & ADDRESS OF BIDDER		60148		Year Two option		Year Three Option		
DOCUMENT NAME: Village R-O-W Tree and Stump Removal		EXCEPTIONS				Year Two option		Year Three Option		
NO	ITEM	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL
1	Tree Removal 13 - 24" per tree	50	\$350.00	\$17,500.00	50	\$365.00	\$18,250.00	50	\$365.00	\$18,250.00
2	Tree Removal 25 - 35" per tree	25	\$600.00	\$15,000.00	25	\$615.00	\$15,375.00	25	\$615.00	\$15,375.00
3	Tree Removal 36+'' per tree	10	\$925.00	\$9,250.00	10	\$940.00	\$9,400.00	10	\$940.00	\$9,400.00
4	Tree Stump Grinding per inch	3500	\$3.00	\$10,500.00	3000	\$3.00	\$9,000.00	3000	\$3.00	\$9,000.00
5	T&M Emer. Journeyman Trimmer per hour		\$75.00							
6	T&M Emer.Laborer per hour		\$60.00							
7	T&M Emer: Aerial Lift Truck per hour		\$35.00							
8	T&M Emer: Brush Chipper per hour		\$20.00							
9	T&M Emer: Chipper Truck per hour		\$20.00							
10	T&M Emer: Prentice Loader per hour		\$40.00							
GRAND TOTAL				\$52,250.00			\$52,025.00			\$52,025.00

DATE: 9-Jan-15		9-Jan-15		Arborworks LLC		Year Two option		Year Three Option		
TIME: 2:00 PM		2:00 PM		1202N 75th St.		Year Two option		Year Three Option		
DOCUMENT # PWO 15-14		NAME & ADDRESS OF BIDDER		Downers Grove, IL 60516		Year Two option		Year Three Option		
DOCUMENT NAME: Village R-O-W Tree and Stump Removal		EXCEPTIONS				Year Two option		Year Three Option		
NO	ITEM	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL
1	Tree Removal 13 - 24" per tree	50	\$378.00	\$18,900.00	50	\$389.34	\$19,467.00	50	\$401.02	\$20,051.00
2	Tree Removal 25 - 35" per tree	25	\$759.50	\$18,987.50	25	\$782.29	\$19,557.25	25	\$805.75	\$20,143.75
3	Tree Removal 36+'' per tree	10	\$1,260.00	\$12,600.00	10	\$1,297.80	\$12,978.00	10	\$1,336.73	\$13,367.30
4	Tree Stump Grinding per inch	3500	\$4.00	\$14,000.00	3000	\$4.12	\$12,360.00	3000	\$4.24	\$12,720.00
5	T&M Emer. Journeyman Trimmer per hour		\$95.00							
6	T&M Emer.Laborer per hour		\$95.00							
7	T&M Emer: Aerial Lift Truck per hour		\$180.00							
8	T&M Emer: Brush Chipper per hour		\$180.00							
9	T&M Emer: Chipper Truck per hour		\$180.00							
10	T&M Emer: Prentice Loader per hour		\$180.00							
GRAND TOTAL				\$64,487.50			\$64,362.25			\$66,282.05

Bid Opening Tabulation Form 2015 Village R-O-W Tree and Stump Removal

DATE:	9-Jan-15	NAME & ADDRESS OF BIDDER Steve Piper & Sons 31W320 Ramm Dr. Naperville, IL	Year Two option				Year Three Option			
TIME:	2:00 PM		Year Two option				Year Three Option			
DOCUMENT # PWO 15-14			Year Two option				Year Three Option			
DOCUMENT NAME: Village R-O-W Tree and Stump Removal			Year Two option				Year Three Option			
EXCEPTIONS										
NO	ITEM	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL
1	Tree Removal 13 - 24" per tree	50	\$366.10	\$18,305.00	50	\$377.00	\$18,850.00	50	\$384.40	\$19,220.00
2	Tree Removal 25 - 35" per tree	25	\$755.50	\$18,887.50	25	\$778.20	\$19,455.00	25	\$817.10	\$20,427.50
3	Tree Removal 36+" per tree	10	\$1,304.00	\$13,040.00	10	\$1,343.10	\$13,431.00	10	\$1,369.20	\$13,692.00
4	Tree Stump Grinding per inch	3500	\$4.00	\$14,000.00	3000	\$4.15	\$12,450.00	3000	\$4.25	\$12,750.00
5	T&M Emer: Journeyman Trimmer per hour		\$127.50							
6	T&M Emer: Laborer per hour		\$97.50							
7	T&M Emer: Aerial Lift Truck per hour		\$50.00							
8	T&M Emer: Brush Chipper per hour		\$40.00							
9	T&M Emer: Chipper Truck per hour		\$35.00							
10	T&M Emer: Prentice Loader per hour		\$50.00							
GRAND TOTAL				\$64,232.50			\$64,186.00			\$66,089.50

DATE:	9-Jan-15	NAME & ADDRESS OF BIDDER Trees "R" Us, Inc. PO Box 6014 Wauconda, IL	Year Two option				Year Three Option			
TIME:	2:00 PM		Year Two option				Year Three Option			
DOCUMENT # PWO 15-14			Year Two option				Year Three Option			
DOCUMENT NAME: Village R-O-W Tree and Stump Removal			Year Two option				Year Three Option			
EXCEPTIONS										
NO	ITEM	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL
1	Tree Removal 13 - 24" per tree	50	\$784.00	\$39,200.00	50	\$815.00	\$40,750.00	50	\$840.00	\$42,000.00
2	Tree Removal 25 - 35" per tree	25	\$1,275.00	\$31,875.00	25	\$1,326.00	\$33,150.00	25	\$1,365.00	\$34,125.00
3	Tree Removal 36+" per tree	10	\$1,400.00	\$14,000.00	10	\$1,456.00	\$14,560.00	10	\$1,500.00	\$15,000.00
4	Tree Stump Grinding per inch	3500	\$6.00	\$21,000.00	3000	\$6.25	\$18,750.00	3000	\$6.43	\$19,290.00
5	T&M Emer: Journeyman Trimmer per hour		\$175.00							
6	T&M Emer: Laborer per hour		\$175.00							
7	T&M Emer: Aerial Lift Truck per hour		\$100.00							
8	T&M Emer: Brush Chipper per hour		\$100.00							
9	T&M Emer: Chipper Truck per hour		\$100.00							
10	T&M Emer: Prentice Loader per hour		\$400.00							
GRAND TOTAL				\$106,075.00			\$107,210.00			\$110,415.00

Bid Opening Tabulation Form 2015 Village R-O-W Tree and Stump Removal

DATE:		9-Jan-15		Dawson's Tree Service, Inc		Year Two option		Year Three Option		
TIME:		2:00 PM		PO Box 1363		Year Two option		Year Three Option		
DOCUMENT #		PWO 15-14		Elmhurst, IL		Year Two option		Year Three Option		
DOCUMENT NAME:		Village				Year Two option		Year Three Option		
R-O-W Tree and Stump Removal						Year Two option		Year Three Option		
NAME & ADDRESS OF BIDDER						Year Two option		Year Three Option		
EXCEPTIONS						Year Two option		Year Three Option		
NO	ITEM	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL
1	Tree Removal 13 - 24" per tree	50	\$520.00	\$26,000.00	50	\$530.40	\$26,520.00	50	\$546.00	\$27,300.00
2	Tree Removal 25 - 35" per tree	25	\$720.00	\$18,000.00	25	\$734.40	\$18,360.00	25	\$756.00	\$18,900.00
3	Tree Removal 36+'' per tree	10	\$1,050.00	\$10,500.00	10	\$1,071.00	\$10,710.00	10	\$1,102.50	\$11,025.00
4	Tree Stump Grinding per inch	3500	\$3.00	\$10,500.00	3000	\$3.25	\$9,750.00	3000	\$3.25	\$9,750.00
5	T&M Emer: Journeyman Trimmer per hour		\$112.50							
6	T&M Emer: Laborer per hour		\$97.50							
7	T&M Emer: Aerial Lift Truck per hour		\$112.50							
8	T&M Emer: Brush Chipper per hour		\$112.50							
9	T&M Emer: Chipper Truck per hour		\$112.50							
10	T&M Emer: Prentice Loader per hour		\$112.50							
GRAND TOTAL				\$65,000.00			\$65,340.00			\$66,975.00

DATE:		9-Jan-15		Homer Tree Care, Inc.		Year Two option		Year Three Option		
TIME:		2:00 PM		14000 S. Archer Ave.		Year Two option		Year Three Option		
DOCUMENT #		PWO 15-14		Lockport, IL 60441		Year Two option		Year Three Option		
DOCUMENT NAME:		Village				Year Two option		Year Three Option		
R-O-W Tree and Stump Removal						Year Two option		Year Three Option		
NAME & ADDRESS OF BIDDER						Year Two option		Year Three Option		
EXCEPTIONS						Year Two option		Year Three Option		
NO	ITEM	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL
1	Tree Removal 13 - 24" per tree	50	\$720.00	\$36,000.00	50	\$720.00	\$36,000.00	50	\$720.00	\$36,000.00
2	Tree Removal 25 - 35" per tree	25	\$1,400.00	\$35,000.00	25	\$1,400.00	\$35,000.00	25	\$1,400.00	\$35,000.00
3	Tree Removal 36+'' per tree	10	\$1,620.00	\$16,200.00	10	\$1,620.00	\$16,200.00	10	\$1,620.00	\$16,200.00
4	Tree Stump Grinding per inch	3500	\$9.00	\$31,500.00	3000	\$9.00	\$27,000.00	3000	\$9.00	\$27,000.00
5	T&M Emer: Journeyman Trimmer per hour		\$150.00							
6	T&M Emer: Laborer per hour		\$100.00							
7	T&M Emer: Aerial Lift Truck per hour		\$150.00							
8	T&M Emer: Brush Chipper per hour		\$60.00							
9	T&M Emer: Chipper Truck per hour		\$60.00							
10	T&M Emer: Prentice Loader per hour		\$150.00							
GRAND TOTAL				\$118,700.00			\$114,200.00			\$114,200.00

VILLAGE OF LOMBARD

Contract for Village Right-of-Way Tree and Stump Removal

(TREE REMOVAL INCLUDES REMOVAL OF STUMP AND GRINDINGS, LEAVING THE STUMP AREA LEVEL WITH THE SURROUNDING GRADE)

CONTRACT DOCUMENT NUMBER PWO 15-14

This agreement is made this ___ day of ___, 2015__ between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (Ciosek Tree Service) 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:

Table with 4 columns: ITEM TOTAL, ESTIMATED QUANTITY, ITEM TOTAL, LINE. Rows include: TREE REMOVAL 13 TO 24 INCHES IN DIAMETER AT DBH OF 4.5' (47 trees/year, \$350.00/Tree, \$16,450.00); TREE REMOVAL 25 TO 35 INCHES IN DIAMETER AT DBH OF 4.5' (25 trees/year, \$600.00/Tree, \$15,000.00); TREE REMOVAL 36 OR MORE INCHES IN DIAMETER AT DBH OF 4.5' (10 trees/year, \$925.00/Tree, \$9,250.00); TREE STUMP GRINDING (FOR TREES REMOVED BY VILLAGE CREWS) PER STUMP DIAMETER INCHES AT GRADE (3100 inches/year, \$3.00/Inch, \$9,300.00); TOTAL CONTRACT PRICE (\$50,000.00).

The quantities and measurements contained in this document are estimates. The Village reserves the right to increase or decrease quantities and make payment on unit price basis as outlined in section 2G, Basis of Payment.

1. This contract shall embrace and include all the applicable contract documents listed below as if attached hereto or repeated herein:
 - a. Specification and contract document no. PWO 15-14 for Village Rights-of-Way Tree and Stump Removal, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Invitation to Bid on Contract Document No. PWO 15-14 - 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 1/8/2015
 - 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 \$_____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 30 calendar days from the date of the Notice to Proceed on each list. 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 T. Giagnorio, Village President, and the Contractor have hereunto set their hands this __day of _____, 2015_.

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 _____, 2015_.

Individual or Partnership _____ Corporation _____

By Position/Title

By Position/Title

Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this __day of _____, 2015_.

Keith T. Giagnorio
Village President

Attest:

Sharon Kuderna
Village Clerk

Approved contents of contractual documents:

Thomas P. Bayer Date
Village Attorney

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 a proposal for _____,
(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 _____ (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: _____
Authorized Agent of Contractor

Subscribed and sworn to
before me this _____
day of _____, 20__.

Notary Public

EXHIBIT B

ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:
Named Insured:
Policy Number:
Policy Period:
Endorsement. 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.