



To: Scott Niehaus, Village Manager
From: Eric Hendrickson, Forestry & Urban Landscape Supervisor *EH*
Through: Carl Goldsmith, Director of Public Works *CJ*
Date: February 5, 2018
RE: Awarding Grass and Weed Mowing Contract

On January 18th, 2018, the Village of Lombard advertised for bids for the Village contract **PWO 18-17A, Grass and Weed Mowing**. Bid packets were sent to 29 landscape maintenance companies. The bid opening was held on February 2nd, 2018 with five (5) bids being received. I have attached the Bid Tabulation sheet.

Green Horizon Landscaping LLC had the lowest bid of \$78,160.00 for which is \$8,840.00 under original budget estimates for fiscal year 2018 for grass and weed mowing. This is an 9-month contract starting in March and running through November 2018. *Green Horizon Landscaping LLC* is the current contract holder for these services and has performed with satisfactory results and been very responsive to requests for additional mowing on an as needed basis.

I recommend awarding the contract to *Green Horizon Landscaping LLC* for the amount of \$78,160.00 for parkway tree trimming. Please present this item to the Board of Trustees at the February 15th, 2018 meeting for their approval.

Att: Bid Tabulation Sheet
Contracts (2)

Bid Opening Tabulation Form 2018 Annual Grass and Weed Mowing

DATE:	2-Feb-18	NAME & ADDRESS OF BIDDER	Twin Oaks Landscaping 997 Harvey Road Oswego, IL 60543	UNITS	PRICE	TOTAL	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL
TIME:	9:00AM														
DOCUMENT #	PWO 18-17A	EXCEPTIONS	Umo Mas Landscaping PO Box 681 Streamwood, IL 60107 Waiting on new pesticide licenses, need to add categories												
DOCUMENT NAME:	Grass and Weed Mowing Contract														
NO		ITEM													
1		Annual Grass and Weed Mowing Year 1			\$80,125.00	\$80,125.00			\$85,893.00			\$138,404.84			
2		Annual Grass and Weed Mowing Year 2			\$80,125.00	\$80,125.00			\$85,893.00			\$138,404.84			
3		Annual Grass and Weed Mowing Year 3			\$80,125.00	\$80,125.00			\$85,893.00			\$138,404.84			
4		YR 2 and 3 are OPTIONAL RENEWALS													
5															
6		Annual Lilac Parade Route Mowing Year 1			\$195.00	\$195.00			\$1,000.00			\$2,200.00			
7		Annual Lilac Parade Route Mowing Year 2			\$195.00	\$195.00			\$1,000.00			\$2,200.00			
8		Annual Lilac Parade Route Mowing Year 3			\$195.00	\$195.00			\$1,000.00			\$2,200.00			
9		YR 2 and 3 are OPTIONAL RENEWALS													
10															
GRAND TOTAL					\$240,960.00	\$240,960.00			\$260,679.00			\$421,814.52			

DATE:	2-Feb-18	NAME & ADDRESS OF BIDDER	Green Horizon Landscaping 960 N Lombard Road Lombard, IL 60148	UNITS	PRICE	TOTAL	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL
TIME:	9:00AM														
DOCUMENT #	PWO 18-17A	EXCEPTIONS	Beary Landscape Management 4627 Elm Avenue Brookfield, IL 60513												
DOCUMENT NAME:	Grass and Weed Mowing Contract														
NO		ITEM													
1		Annual Grass and Weed Mowing Year 1			\$77,700.00	\$77,700.00			\$88,000.00			\$88,000.00			
2		Annual Grass and Weed Mowing Year 2			\$77,700.00	\$77,700.00			\$88,000.00			\$88,000.00			
3		Annual Grass and Weed Mowing Year 3			\$80,052.00	\$80,052.00			\$88,000.00			\$88,000.00			
4		YR 2 and 3 are OPTIONAL RENEWALS													
5															
6		Annual Lilac Parade Route Mowing Year 1			\$460.00	\$460.00			\$500.00			\$500.00			
7		Annual Lilac Parade Route Mowing Year 2			\$460.00	\$460.00			\$500.00			\$500.00			
8		Annual Lilac Parade Route Mowing Year 3			\$460.00	\$460.00			\$500.00			\$500.00			
9		YR 2 and 3 are OPTIONAL RENEWALS													
10															
GRAND TOTAL					\$236,832.00	\$236,832.00			\$265,500.00			\$265,500.00			

**VILLAGE OF LOMBARD
BID PROPOSAL**

VILLAGE OF LOMBARD

Contract for

CONTRACT DOCUMENT NUMBER PWO-18-17A

This agreement is made this 15th day of February, 2018 between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (Green Horizon Landscaping) 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:

Annual Grass & Weed Mowing Lump Sum (First Year) \$ 77,700.00

Annual Lilac Parade Route Mowing Option (First Year) \$ 460.00

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-18-17A for Grass & Weed Mowing, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Invitation to Bid on Contract Document No. PWO-18-17A - 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 February 2, 2018
- 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 \$ 78,160.00 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 15th day of February, 2018.

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 February, 2018.

Individual or Partnership _____ Corporation _____

By Position/Title

By Position/Title

Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this ___ day of _____ 201__

Keith Giagnorio
Village President

Attest:

Sharon Kuderna
Village Clerk

Approved contents of contractual documents:

Thomas P. Bayer Date
Village Attorney

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 _____, 2014.

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 _____, 2014.

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 _____, 2014.

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.