



To: Scott Niehaus, Village Manager
From: Eric Hendrickson, Forestry & Urban Landscape Supervisor
Through: Carl Goldsmith, Director of Public Works *g*
Date: October 23, 2020
RE: Awarding Village Right-of-Way Tree and Stump Removal Contract

On October 8th, 2020, the Village of Lombard advertised for bids for the Village contract **PWO 21-14, Village Right-of-Way Tree and Stump Removal**. Bid packets were sent to 10 companies. The bid opening was held on October 23rd, 2020 with three (3) bids being received. The Bid Tabulation sheet has been attached for review and consideration.

Homer Tree Care, Inc. submitted the lowest bid of \$73,750.00 which is \$18,750.00 over the fiscal year 2021 budget of \$55,000.00 for Village right-of-way tree and stump removal. By adjusting the quantities of trees removed by contractor versus in house, the Village should be able to complete our tree removals within the \$55,000.00 budgeted. This is a one-year contract running through December 31st, 2021 with two optional renewal periods. *Homer Tree Care, Inc.* has been The Village's tree removal contractor for the past three years. During that time they have provided good service and the company has been responsive and timely in their completion of work and invoicing.

Staff recommends awarding the contract to *Homer Tree Care, Inc.* for the amount of \$55,000.00 for right-of-way tree and stump removal. Please present this item to the Board of Trustees at the November 5th, 2021 meeting for their approval.

Att: Bid Tabulation Sheet
Contracts (2)

Bid Opening Tabulation Form 2021 Village R-O-W Tree and Stump Removal

DATE:	23-Oct-20	NAME & ADDRESS OF BIDDER	Homer Tree Care, Inc 14000		Year Two option	Year Three Option		
TIME:	9:30 AM		S Archer Ave. Suite 100 Lockport, IL 60441					
DOCUMENT #	PWO 21-14	EXCEPTIONS	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL	
DOCUMENT NAME:	Village R-O-W Tree and Stump Removal		ITEM	QTY	PRICE	QTY	PRICE	TOTAL
			Tree Removal 13 - 24" per tree	45	\$375.00	45	\$375.00	\$16,875.00
			Tree Removal 25 - 35" per tree	45	\$775.00	45	\$775.00	\$34,875.00
			Tree Removal 36+'' per tree	15	\$1,350.00	15	\$1,350.00	\$20,250.00
			Tree Stump Grinding per inch	500	\$3.50	500	\$3.50	\$1,750.00
			T&M Emer: Journeyman Trimmer per hour					
			T&M Emer: Laborer per hour					
			T&M Emer: Aerial Lift Truck per hour					
			T&M Emer: Brush Chipper per hour					
		T&M Emer: Chipper Truck per hour						
		T&M Emer: Prentice Loader per hour						
GRAND TOTAL			REG	OT			\$73,750.00	

DATE:	23-Oct-20	NAME & ADDRESS OF BIDDER			Year Two option	Year Three Option		
TIME:	9:30 AM							
DOCUMENT #	PWO 21-14	EXCEPTIONS	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL	
DOCUMENT NAME:	Village R-O-W Tree and Stump Removal		ITEM	QTY	PRICE	QTY	PRICE	TOTAL
			Tree Removal 13 - 24" per tree	45	\$324.80	45	\$331.30	\$14,616.00
			Tree Removal 25 - 35" per tree	45	\$743.30	45	\$758.15	\$33,448.50
			Tree Removal 36+'' per tree	15	\$1,280.95	15	\$1,306.55	\$19,214.25
			Tree Stump Grinding per inch	500	\$3.35	500	\$3.40	\$1,675.00
			T&M Emer: Journeyman Trimmer per hour					
			T&M Emer: Laborer per hour					
			T&M Emer: Aerial Lift Truck per hour					
			T&M Emer: Brush Chipper per hour					
		T&M Emer: Chipper Truck per hour						
		T&M Emer: Prentice Loader per hour						
GRAND TOTAL			REG	OT			\$68,953.75	

Bid Opening Tabulation Form 2021 Village R-O-W Tree and Stump Removal

DATE: 23-Oct-20		NAME & ADDRESS OF BIDDER	Steve Piper & Sons, Inc. 31W320 Ramm Drive Naperville, IL 60564		Year Two option		Year Three Option	
TIME: 9:30 AM								
DOCUMENT # PWO 21-14		EXCEPTIONS						
DOCUMENT NAME: Village R-O-W Tree and Stump Removal								
NO	ITEM	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL	TOTAL
1	Tree Removal 13 - 24" per tree	45	\$550.00	\$24,750.00	45	\$561.00	\$25,245.00	\$26,507.25
2	Tree Removal 25 - 35" per tree	45	\$1,030.50	\$46,372.50	45	\$1,051.10	\$47,299.50	\$49,664.25
3	Tree Removal 36+" per tree	15	\$1,526.00	\$22,890.00	15	\$1,556.50	\$23,347.50	\$24,515.25
4	Tree Stump Grinding per inch	500	\$8.25	\$4,125.00	500	\$8.40	\$4,200.00	\$4,400.00
5	T&M Emer: Journeyman Trimmer per hour							
6	T&M Emer: Laborer per hour							
7	T&M Emer: Aerial Lift Truck per hour							
8	T&M Emer: Brush Chipper per hour							
9	T&M Emer: Chipper Truck per hour							
10	T&M Emer: Prentice Loader per hour							
GRAND TOTAL		REG	OT	\$98,137.50			\$100,092.00	\$105,086.75
DATE: 23-Oct-20		NAME & ADDRESS OF BIDDER	Clean Cut Tree Service 31064 North IL-83 Grayslake, IL 60030		Year Two option		Year Three Option	
TIME: 9:30 AM								
DOCUMENT # PWO 21-14		EXCEPTIONS						
DOCUMENT NAME: Village R-O-W Tree and Stump Removal								
NO	ITEM	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL	TOTAL
1	Tree Removal 13 - 24" per tree	45	\$600.00	\$27,000.00	45	\$660.00	\$29,700.00	\$32,670.00
2	Tree Removal 25 - 35" per tree	45	\$1,200.00	\$54,000.00	45	\$1,320.00	\$59,400.00	\$65,340.00
3	Tree Removal 36+" per tree	15	\$1,600.00	\$24,000.00	15	\$1,760.00	\$26,400.00	\$29,040.00
4	Tree Stump Grinding per inch	500	\$5.00	\$2,500.00	500	\$5.50	\$2,750.00	\$3,025.00
5	T&M Emer: Journeyman Trimmer per hour							
6	T&M Emer: Laborer per hour							
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8	T&M Emer: Brush Chipper per hour							
9	T&M Emer: Chipper Truck per hour							
10	T&M Emer: Prentice Loader per hour							
GRAND TOTAL		REG	OT	\$107,500			\$118,250	\$130,075



To: Scott Niehaus, Village Manager

From: Eric Hendrickson, Forestry & Urban Landscape Supervisor

Through: Carl Goldsmith, Director of Public Works *g*

Date: October 23, 2020

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Att: Bid Tabulation Sheet
Contracts (2)

Bid Opening Tabulation Form 2021 Village R-O-W Tree and Stump Removal

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TIME:	9:30 AM	EXCEPTIONS							
DOCUMENT #	PWO 21-14	ITEM		QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL
DOCUMENT NAME:	Village R-O-W Tree and Stump Removal	Tree Removal 13 - 24" per tree		45	\$375.00	\$16,875.00	45	\$375.00	\$16,875.00
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		T&M Emer: Brush Chipper per hour							
		T&M Emer: Chipper Truck per hour							
		T&M Emer: Prentice Loader per hour							
GRAND TOTAL				REG	OT	\$73,750.00			\$73,750.00

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GRAND TOTAL				REG	OT	\$0.00			\$68,953.75

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DOCUMENT # PWO 21-14		EXCEPTIONS						
DOCUMENT NAME: Village R-O-W Tree and Stump Removal								
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GRAND TOTAL		REG	OT	\$107,500			\$118,250	\$130,075

VILLAGE OF LOMBARD

Contract for Village ROW tree and stump removal

CONTRACT DOCUMENT NUMBER PWO 21-14

This agreement is made this _____ day of _____, 2020 between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (Homer Tree Care, 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:

<u>ITEM</u>		<u>UNIT COST</u>
TREE REMOVAL 13 TO 24 INCHES IN DIAMETER AT DBH OF 4.5'	at	<u>\$375.00</u> Per Tree
TREE REMOVAL 25 TO 35 INCHES IN DIAMETER AT DBH OF 4.5'	at	<u>\$775.00</u> Per Tree
TREE REMOVAL 36 OR MORE INCHES IN DIAMETER AT DBH OF 4.5'	at	<u>\$1350.00</u> Per Tree
TREE STUMP GRINDING (FOR TREES REMOVED BY VILLAGE CREWS) PER STUMP DIAMETER INCHES AT GRADE	at	<u>\$3.50</u> Per Inch

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. _____
for _____, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents

- iii) Invitation to Bid on Contract Document
No. PWO 21-14 - 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 October 23, 2020
 - 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 ____ 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 T. Giagnorio, Village President, and the Contractor have hereunto set their hands this ____day of _____, 2020.

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 _____, 2020.

Individual or Partnership _____ Corporation _____

By Position/Title

By Position/Title

Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this ____ day of _____, 2020.

Keith T. Giagnorio
Village President

Attest:

Sharon Kuderna
Village Clerk

Approved contents of contractual documents:

Thomas P. Bayer Date
Village Attorney

VILLAGE OF LOMBARD

Contract for Village ROW tree and stump removal

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<u>ITEM</u>		<u>UNIT COST</u>
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- b. The Contractor's Bid Proposal Dated October 23, 2020
 - 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 _____ 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.
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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 _____, 2020.

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 _____, 2020.

Individual or Partnership _____ Corporation _____

By Position/Title

By Position/Title

Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this ____ day of _____, 2020.

Keith T. Giagnorio
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Attest:

Sharon Kuderna
Village Clerk

Approved contents of contractual documents:

Thomas P. Bayer Date
Village Attorney