

**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  
DATE : March 2, 2012 Agenda Date: March 15, 2012  
TITLE : Bid Opening for: Grass & Weed Mowing PWO 12B17A  
SUBMITTED BY: Steven Kremske, Forestry & Urban Landscape Supervisor

**RESULTS:**

Date Bids Were Published 2/15/12 Bidding Closed 3/2/12

Total Number of Bids Received 2

Total Number of Bidders Meeting Specifications 2

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Were Any Bids Withdrawn          Yes     X     No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:

Award Recommended to Lowest     X     Yes          No  
Responsible Bidder?

If no, explain:

**FISCAL IMPACT:**

Engineer's estimate/budget estimate \$25,000.00

Amount of Award \$27,468.00 1213, 7402 & 2740 756340 & 756120

**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 \_\_\_\_\_ Date \_\_\_\_\_

**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.**



To: David A. Hulseberg, Village Manager  
From: Steve Kremske, Forestry & Urban Landscape Supervisor *SK*  
Through: Carl Goldsmith, Director of Public Works  
Date: March 2, 2012  
RE: Awarding Grass & Weed Mowing Contract

On February 15, 2012, Bid Documents for the Village contract **PWO 12B17A**, *Grass & Weed Mowing* were sent to 30 local landscape companies. The bid opening was held on March 2<sup>nd</sup> with two (2) bids being received. I have attached the Bid Tabulation sheet.

*The TLC Group, LTD.* had the lowest bid of \$27,468.00 which is \$2,468.00 over what has been budgeted this fiscal year for grass and weed mowing. This is an 18-month contract. *The TLC Group, LTD.* has had the mowing contract the past several years and has done a good job.

I recommend awarding the contract to *The TLC Group, LTD.* for the amount of \$27,468.00 for grass and weed mowing. Please present this item to the Board of Trustees at the March 15, 2012 meeting for their approval.

Att: Bid Tabulation Sheet  
Contracts (4)

**Grass and Weed Mowing Bid Results**

DATE	March 2, 2012	NAME & ADDRESS OF BIDDER	None-Bid Bond	TOTAL	TOTAL
TIME:	9:15 AM				
DOCUMENT #	PWO-12B17A				
DOCUMENT NAME:	Grass & Weed Mowing				
EXCEPTIONS					
NO	ITEM				
1	Annual Grass & Weed Mowing		\$73,725.00	\$27,468.00	
GRAND TOTAL			\$73,725.00	\$27,468.00	

DATE	March 2, 2012	NAME & ADDRESS OF BIDDER	None-Bid Bond	TOTAL	TOTAL
TIME:	9:15 AM				
DOCUMENT #	PWO-12B17A				
DOCUMENT NAME:	Grass & Weed Mowing				
EXCEPTIONS					
NO	ITEM				
1	Annual Grass & Weed Mowing				
GRAND TOTAL					

DATE	March 2, 2012	NAME & ADDRESS OF BIDDER	None-Bid Bond	TOTAL	TOTAL
TIME:	9:15 AM				
DOCUMENT #	PWO-12B17A				
DOCUMENT NAME:	Grass & Weed Mowing				
EXCEPTIONS					
NO	ITEM				
1	Annual Grass & Weed Mowing				
GRAND TOTAL					

**VILLAGE OF LOMBARD  
BID PROPOSAL**

Proposal for Contract Document Number *PWO-12B17A*. We hereby agree to furnish to the Village of Lombard *Grass & Weed Mowing* in accordance with provisions, instructions, and specifications of the Village of Lombard for the prices as follows:

**Annual Grass & Weed Mowing Lump Sum**

\$27,468.00

Also, as noted in the Additions or Deletions section, the Contractor shall provide a list of hourly manpower and equipment rates used to calculate the bid prices for this section of the contract. Attach list marked as Exhibit Number 3 and write 'attached' in following blank.

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# VILLAGE OF LOMBARD

## Contract for Grass & Weed Mowing

### CONTRACT DOCUMENT NUMBER PWO-12B17A

This agreement is made this 15<sup>th</sup> day of March, 2012 between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (The TLC Group, LTD.) 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**

\$27,468.00

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-12B17A for Grass & Weed Mowing, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Invitation to Bid on Contract Document No. PWO-12B17A - 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 25, 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 \$ 27,468.00 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 15<sup>th</sup> day of March, 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 15<sup>th</sup> day of March, 2012.

Individual or Partnership \_\_\_\_\_ Corporation \_\_\_\_\_

By \_\_\_\_\_

Position/Title \_\_\_\_\_

\_\_\_\_\_

By

Position/Title

\_\_\_\_\_  
Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 15<sup>th</sup> day of March, 2012.

\_\_\_\_\_  
William J. Mueller  
Village President

Attest:

\_\_\_\_\_  
Brigitte O'Brien  
Village Clerk

Approved for issuance:

\_\_\_\_\_  
Rhonda Heabel  
Management Analyst

\_\_\_\_\_  
Date

Approved contents of contractual documents:

\_\_\_\_\_  
Thomas P. Bayer  
Village Attorney

\_\_\_\_\_  
Date

**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 \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public



**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.