

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 : Scott Niehaus, Village Manager

DATE : February 9, 2015 Agenda Date: February 19, 2015

TITLE : Bid Opening for: Landscape and Parkway Restoration PWO 15-17B

SUBMITTED BY: Eric Hendrickson, Forestry/Urban Landscaping Supervisor ^{EM}

RESULTS:

Date Bids Were Published 1/14/15 Bidding Closed 2/6/15

Total Number of Bids Received 3

Total Number of Bidders Meeting Specifications 3

Bid Security Required X Yes No

Performance Bond Required X Yes No

Were Any Bids Withdrawn Yes X No

Explanation:

Waiver of Bids Requested? X Yes No

If yes, explain: Ash Removal stump quantities will be higher than originally anticipated due to good prices on the Ash removal contract bid, resulting in almost double the amount of estimated stump restoration work.

Award Recommended to Lowest X Yes No

Responsible Bidder?

If no, explain:

FISCAL IMPACT:

Engineer's estimate/budget estimate \$55,950.50

Amount of Award \$55,950.50 410.710.725.75350 RM PROG 19

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 X 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: Scott Niehaus, Village Manager
From: Eric Hendrickson, Forestry & Urban Landscape Supervisor ^{EM}
Through: Carl Goldsmith, Director of Public Works *ej*
Date: February 9, 2015
RE: Awarding Landscape and Parkway Restoration Contract

On January 14th, 2015, the Village of Lombard advertised for bids for the Village contract **PWO 15-17B, Landscape and Parkway Restoration**. Bid packets were sent to 16 landscape maintenance companies. The bid opening was held on February 6, 2015 with three (3) bids being received. I have attached the Bid Tabulation sheet.

TNT Landscape Construction, Inc. had the lowest bid of \$30,950.00 for which is \$39,050.00 under original fiscal year 2015 budget estimates of \$70,000.00 for landscape and parkway restoration. When the original documents for this bid were prepared, the Village had not yet determined if bid numbers for the Ash Removal contract would enable the removal of all infested Ash trees within 2015. For this reason, the quantities for stump restoration are significantly below the revised estimation which accounts for the additional stump work. This additional quantity would not have altered the ranking of the bids, but almost doubles the amount of stump restoration work. Due to this increased quantity the Forestry Department is looking for a waiver of bids and to add an additional \$25,000.50 to the final contract amount, which remains below the original budget estimate.

I recommend awarding the contract to *TNT Landscape Construction, Inc.*, which was the original lowest bidder, for the amount of \$55,950.50 for landscape and parkway restoration. Please present this item to the Board of Trustees at the February 19, 2015 meeting for their approval. This is a 10-month contract starting in March and running through December 2015. *TNT Landscape Construction, Inc.* has performed these services for the Village in the past and has performed with satisfactory results.

Att: Bid Tabulation Sheet
Contracts (2)

Bid Opening Tabulation Form 2015 Landscape and Parkway Restoration

DATE:		6-Feb-15		TNT Landscape Construction, Inc.			
TIME:		3:00PM		847 S Randall Rd. Ste. 334 Elgin, IL 60123			
DOCUMENT # PWO 15-17B		NAME & ADDRESS OF BIDDER		Green Horizon Landscaping LLC			
DOCUMENT NAME:		Arborworks LLC		960 N Lombard Rd Lombard, IL 60148			
Landscape and Parkway Restoration		Downers Grove, IL 60516		Cashiers Check			
EXCEPTIONS		Cashiers Check		Offer of watering truck for sodded or seeded areas at \$35/MH (3 HR Min)			
NO	ITEM	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL
1	Prevailing Wage Soil, Seed and Matting	20000		NO BID	20000	\$2.22	\$44,400.00
2	Non-Prevailing Wage Soil, Seed and Matting	3000		NO BID	3000	\$1.25	\$3,750.00
3	Tree Stump Restoration - non-prevailing	20000	\$3.63	\$72,600.00	20000	\$1.25	\$25,000.00
4	ALL ABOVE ARE PER SQUARE FOOT						
5							
6	NON BID ITEMS						
7	SOD work - prevailing wage per sq yd			NO BID		\$22.00	
8	SOD work - non-prevailing wage per sq yd			NO BID		\$14.00	
9							
10							
GRAND TOTAL:				\$72,600.00			\$73,150.00
							\$30,950.00

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 15-17B for Landscape and Parkway Restoration, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Invitation to Bid on Contract Document No. PWO 15-17B - 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 2/4/2015
 - 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 as scheduled 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 _____, 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.