VILLAGE OF LOMBARD REQUEST FOR BOARD OF TRUSTEES ACTION

For Inclusion on Board Agenda Bids and Proposals

TO :	President and Villag	ge Board of	Trustee	es	
FROM :	Scott Niehaus, Villa	ge Manage	r		
DATE :	November 7, 2022	Agenda D	ate: No	vember 17, 202	22
TITLE : SUBMITTED BY:	Bid Opening for: Gi Eric Hendrickson, F				PWO 23-17A expervisor, Public Work
RESULTS: Date Bids Were Pub Total Number of Bi	olished <u>10/20/22</u> ds Received 1	Bid	ding Cl	osed11/4	4/22
	dders Meeting Speci	fications	1		
Bid Security Requir	ed	X	Yes		_No
Performance Bond	Required	X	Yes		_No
Were Any Bids Wit	hdrawn		Yes	X	_No
Explanation:					
Waiver of Bids Req	uested?	Yes	N-11-1-	X_No	
If yes, explain:					
Award Recommend	led to Lowest	X Yes		No	
Responsible Bidder			S		
If no, explain:					
FISCAL IMPACT:					
Amount of Award	\$29,250.00	101.120.11	3.75610		
	\$37,050.00	420.730.73	0.75770	RM Prog 01	<u> </u>
	\$ 2,400.00	240.110.10			METARY
	\$ 2,900.00	530.810.11	0.75770		
BACKGROUND/R See attached memo	RECOMMENDATIO	DN:			
Has Recommended	Bidder Worked for	Village Pre	viously	X_Yes	No
If yes, was quality of					No
	ordance with Public	Act 85-129	5?	X_Yes	_No
Waiver of bids - Pu	blic Act 85-1295 does	not apply		Yes	
REVIEW (as needed	4).				
A THE RESERVE OF THE PARTY OF T	< <u> </u>			Date	
				Date	
	(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

Through: Carl Goldsmith, Director of Public Works

Date: November 7, 2022

RE: Awarding Grass Mowing and Weed Control Contract

On October 20th, 2022, the Village of Lombard advertised for bids for the Village contract **PWO 23-17A**, *Grass Mowing and Weed Control*. Bid packets were sent to nine (9) landscape maintenance companies. The bid opening was held on November 4th, 2012 with one (1) bid being received. The Bid Tabulation sheet has been attached for review and consideration.

Beary Landscape Management submitted the lowest bid of \$71,600.00 which is \$3,400.00 under original budget estimates for fiscal year 2023 for grass mowing and weed control. This amount is different from the bid tabulation due to 641 N Main Street accidentally being omitted from the list of properties in the bid packet. Staff reached out to Beary Landscaping and confirmed the cost for this location, which is similar to what is currently being charged. This is a 9-month contract, starting in March 2023 running through November 2023 with two optional renewal years. Beary has been the Village contractor for the last contract cycle and have been very reliable and responsive in terms of quality, addressing issues and invoicing.

Staff recommends awarding the contract to *Beary Landscape Management* for the amount of \$71,600.00 for grass mowing and weed control. Please present this item to the Board of Trustees at the November 17th, 2022 meeting for their approval.

Att: Bid Tabulation Sheet Additional location email Contracts (2)

Bid Opening Tabulation Form 2019 Annual Grass and Weed Mowing

NAME & ADDRESS OF Management 15001 Not 159th St Lockport, IL Not 159th St Lock	DATE:	4-Nov-22		Beary Landscape	ape						
PWO 23-17A MAME & ADDRESS OF eed Control W 159th St Lockport, IL Stand 3 are OPTIONAL RENEWALS Lockport, IL Year Two Option (2024) Year Three Option (2024) Year Three Option (2024) AMME: Grass Binder Control Year 1 Annual Grass Mow & Weed Control Year 2 Annual Grass Mow & Weed Control Year 3 UNIT Annual Grass Mow & Weed Control Year 3 TOTAL Annual Grass Mow & Weed Control Year 3 Annual Grass Mow & Weed Control Year 3 * \$70,400.00 * * YR 2 and 3 are OPTIONAL RENEWALS \$70,400.00 \$72,600.00 * *	TIME:	3:00 PM		Management							
Annual Grass Mow & Weed Control Year 3 Arc OPTIONAL RENEWALS EACEPTIONAL RENEWALS CONTROL OF Annual Grass Mow & Weed Control Year 3 CONTROL OF Annual Grass Mow & Weed Control OF Annual Grass Mow & Weed Control Year 3 CONTROL OF Annual Grass Mow & Weed Control OF Annual Gras	DOCUMENT#	PWO 23-17A	NAME & ADDRESS OF	W 159th St	Lockport, IL						
eed Control NS UNIT PRICE TOTAL QTY PRICE Annual Grass Mow & Weed Control Year 3 * \$72,600.00 * * Annual Grass Mow & Weed Control Year 3 * * \$72,600.00 * YR 2 and 3 are OPTIONAL RENEWALS * \$70,400.00 * *	DOCUMENT N	IAME: Grass	BIDDER	60491		Year Two	Option		Year Th	ree Option	(2025)
EXCEPTIONS	Mowing and V	Veed Control									
EXCEPTIONS	Contract										
Annual Grass Mow & Weed Control Year 1 Annual Grass Mow & Weed Control Year 3 Annual Grass Mow &			EXCEPTIONS								
Annual Grass Mow & Weed Control Year 1 Annual Grass Mow & Weed Control Year 2 Annual Grass Mow & Weed Control Year 3 Annual Grass Mow &				TINN			LINI			TINO	
Annual Grass Mow & Weed Control Year 2 Annual Grass Mow & Weed Control Year 3 Annual Grass Mow & Weed Control Year 2 Annual Grass Mow & Weed Control Year 3 Annual Grass Mow &	ON		ITEM	QTY PRICE		QTY P	RICE	TOTAL	QTY	PRICE	TOTAL
Annual Grass Mow & Weed Control Year 2 Annual Grass Mow & Weed Control Year 3 YR 2 and 3 are OPTIONAL RENEWALS	1	Annual Grass	Mow & Weed Control Year 1	*	\$70,400.00						
Annual Grass Mow & Weed Control Year 3 YR 2 and 3 are OPTIONAL RENEWALS	2	Annual Grass	Mow & Weed Control Year 2				*	\$72,600.00			
YR 2 and 3 are OPTIONAL RENEWALS	3	Annual Grass	Mow & Weed Control Year 3							*	\$74,800.00
\$70,400.00 \$72,600.00	4	YR 2 and 3 are	B OPTIONAL RENEWALS								
\$70,400.00 \$72,600.00	5										
\$70,400.00 \$72,600.00	9										
\$70,400.00 \$72,600.00	7										
\$72,600.00 \$72,600.00	8										
\$70,400.00 \$72,600.00	6										
	GRAND TOTA				\$70,400.00			\$72,600.00		000	\$74,800.00

Hendrickson, Eric

From: Sandra Koslowski <SKoslowski@bearylandscaping.com>

Sent: Wednesday, November 9, 2022 10:44 AM

To: Hendrickson, Eric

Subject: RE: Village of Lombard mowing contract

Please be cautious

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Eric -

Here is the price for 641 N Main, and the adjusted LUMP SUM TOTALS.

Let me know if you need anything else.

	BI WEEKLY site added 11/7/22 per email	Area Ft2	Year 1	Year 2	Year 3
B91	641 N Main	91,366	1200	1240	1280

	Year 1	Year 2	Year 3
TOTAL LUMP SUM submitted price	70400	72600	74800
TOTAL LUMP SUM adjusted price with B91	71600	73840	76080

Sandra Koslowski Account Manager, RLA, CLP



Beary Landscape Management

15001 W. 159th Street Lockport, IL 60491 Office: 815-838-4100 Mobile: 708-932-0448

Email: skoslowski@bearylandscaping.com Website: www.bearylandscaping.com

From: Hendrickson, Eric < Hendrickson E@village of lombard.org >

Sent: Monday, November 7, 2022 9:10 AM

To: Sandra Koslowski < SKoslowski@bearylandscaping.com>

Subject: Village of Lombard mowing contract

Good morning Sandra,

Congratulations on winning the bid for the Village of Lombard's mowing contract. As I was going through the paperwork this morning, I noticed that the property at 641 N Main St was not in the list of properties. I have attached the imagery for this site. It would be a bi-weekly site and is 91,366 square feet. Could you please send us a price for this lot so I can make sur the contract totals are correct before submitting to the Board. This item will be addressed at there November 17th board meeting and the contracts will be sent soon after that for signatures.

Thanks,

VILLAGE OF LOMBARD CONTRACT

MOWING AND WEED CONTROL CONTRACT DOCUMENT NUMBER PWO-23-17A

This agreement is made	this <u>17th</u> day of <u>November, 2022</u> ,	between and shall be binding upon
the Village of Lombard,	an Illinois municipal corporation (her	einafter referred to as the
"Village") and	Beary Landscape Management	(hereinafter referred to as the
"Contractor") and their r	espective 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 outlined in the Contract Documents:

- 1. This contract shall embrace and include all the applicable contract documents listed below as if attached hereto or repeated herein:
- a. Contract document no.<u>PWO-23-17A</u> for Mowning and Weed Control_, consisting of the following:
 - I. Cover Sheet
 - II. Table of Contents
 - III. Notice to Bidders
 - IV. General Terms, Conditions, and Instructions
 - V. Specific Terms, Conditions and Instructions
 - VI. Bid Proposal Form
 - VII. Contractors Certification
 - VIII. Performance Reference Form
 - IX. Time and Material or Emergency Work
 - X. Proposed Equipment List
 - b. The Contractor's Bid Proposal Dated 11/4/22
 - 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 services, which are the subject matter of this contract the total sum of \$71,600 paid per 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 after March, 2023. All mowing and weed control shall be completed as set forth in the specifications. Time is of the essence of this Contract and the Contractor agrees to achieve completion within the contract time by all proper and appropriate means including working overtime without additional compensation.

- 1. Bonds required to guarantee performance and payment for labor and material for this work shall be in a form acceptable to the Village and not terminate before final completion and acceptance by the Village.
- 6. Under the provisions of Section 5 of the Mechanics' Lien Act of Illinois, before 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, the 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 <u>17th</u> day of November, 2022.

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:

2022

Accepted thisday of	, 2022.	
Individual or Partnership	Corporation	
By	Position	n/Title
Ву	Position	n/Title
Print Company Name		
THE VILLAGE OF LOMBA	ARD, ILLINOIS	
Accepted thisday of	, 2022.	
		Keith T. Giagnorio Village President
	Attest:	Elizabeth Brezinski
		Village Clerk

Accepted this

down

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 as shown above, but only concerning 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.