





To: Scott Niehaus, Village Manager

From: Eric Hendrickson, Forestry & Urban Landscape Supervisor <sup>EH</sup>

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

Date: November 7, 2022

RE: Awarding Grass Mowing and Weed Control Contract

On October 20<sup>th</sup>, 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 4<sup>th</sup>, 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 17<sup>th</sup>, 2022 meeting for their approval.

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

**Bid Opening Tabulation Form 2019 Annual Grass and Weed Mowing**

<b>DATE:</b>		4-Nov-22		Beary Landscape Management 15001 W 159th St Lockport, IL 60491				Year Two Option (2024)				Year Three Option (2025)			
<b>TIME:</b>		3:00 PM													
<b>DOCUMENT #</b> PWO 23-17A <b>DOCUMENT NAME:</b> Grass Mowing and Weed Control Contract															
<b>NAME &amp; ADDRESS OF BIDDER</b> EXCEPTIONS															
NO		ITEM		QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL			
1	Annual Grass Mow & Weed Control Year 1				*	\$70,400.00									
2	Annual Grass Mow & Weed Control Year 2							*	\$72,600.00						
3	Annual Grass Mow & Weed Control Year 3										*	\$74,800.00			
4	YR 2 and 3 are OPTIONAL RENEWALS														
5															
6															
7															
8															
9															
<b>GRAND TOTAL</b>						\$70,400.00			\$72,600.00			\$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. 159<sup>th</sup> Street

Lockport, IL 60491

Office: 815-838-4100

Mobile: 708-932-0448

Email: [skoslowski@bearylandscaping.com](mailto:skoslowski@bearylandscaping.com)

Website: [www.bearylandscaping.com](http://www.bearylandscaping.com)

**From:** Hendrickson, Eric <HendricksonE@villageoflombard.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 17<sup>th</sup> 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 17th day of November, 2022, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Beary Landscape Management (hereinafter referred to as the "Contractor") and their respective 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. PWO-23-17A for Mowing 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 17th 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:

Accepted this \_\_\_ day of \_\_\_\_\_, 2022.

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

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

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

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

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this \_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Keith T. Giagnorio  
Village President

Attest:

\_\_\_\_\_  
Elizabeth Brezinski  
Village Clerk

## 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.