

240347

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 *g*

Date: October 29, 2024

RE: Awarding Rights-of-way Tree Pruning Contract

On October 10th, 2024, the Village of Lombard advertised for bids for the Village contract **RM PROG 55**, *Rights-of-Way Tree Pruning and Demand Pruning/Cabling*. Bid documents were sent to 11 companies. The bid opening was held on October 25th, 2024 with four (4) bids being received. The Bid Tabulation sheet is attached.

Advanced Landscaping LLC submitted the lowest bid but failed to meet the requirements for qualified bidders. Of the three references they provided, only one involved a municipal tree pruning project in NE Illinois. That project was also substantially different from the work expected for this contract. Additionally, they do not have an ISA Certified Arborist on staff as required by the bid specifications. Having an ISA Certified Arborist supervise the crews is imperative to the proper completion of the work.

D Ryan Tree and Landscape LLC submitted the second lowest bid of \$83,157.00 which is \$1,843.00 below what has been budgeted for fiscal year 2025 for rights-of-way tree pruning. The bid documents allow the Village to adjust quantities to fit within budget. The FY25 budget contains \$85,000.00 from the Construction fund RM Program 57 for rights-of-way tree pruning purposes. *D Ryan Tree and Landscape Service LLC* is the current contract holder, and their work has been mostly acceptable. They have been responsive for calls for corrective action when needed.

Staff recommends awarding the contract to *D Ryan Tree and Landscape LLC* for an amount not to exceed \$84,625.00 for parkway tree pruning purposes. Please present this item to the Board of Trustees at the November 7th, 2024 meeting for their approval. This is a one-year contract with two one-year renewal options upon mutual agreement.

Encl: Bid Tabulation Sheet
Contracts (2)

VILLAGE OF LOMBARD
Contract for Rights-of-Way Tree Trimming
CONTRACT DOCUMENT NUMBER RM PROG 55

This agreement is made this 7th day of November 2024
between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation
hereinafter referred to as (the "Village") and (D Ryan Tree and Landscape LLC) 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>ESTIMATED QUANTITY</u>	<u>ITEM TOTAL</u>	<u>LINE TOTAL</u>
TREE TRIMMING 10 TO 14 INCHES IN DIAMETER AT DBH OF 4.5'	406 trees, 5005 inches	\$ <u>3.00</u> Per Inch	\$ <u>15,015.00</u>
TREE TRIMMING 15 TO 24 INCHES IN DIAMETER AT DBH OF 4.5'	659 trees, 12,340 inches	\$ <u>3.00</u> Per Inch	\$ <u>37,020.00</u>
TREE TRIMMING 25 TO 36 INCHES IN DIAMETER AT DBH OF 4.5'	259 trees, 7,415 inches	\$ <u>3.50</u> Per Inch	\$ <u>25,952.50</u>
TREE TRIMMING OVER 37 INCHES IN DIAMETER AT DBH OF 4.5'	48 trees, 1,894 inches	\$ <u>3.50</u> Per Inch	\$ <u>6,629.00</u>
TOTAL			\$ <u>84,616.50</u>

The quantities and measurements contained in this document are estimates. The Village reserves the right to increase or decrease quantities and make payment on unit price basis as outlined in section 3A, Renewal. Total payment for Parkway Tree Pruning and Demand Trimming services shall not exceed \$84,625.00.

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. RM PROG 55
for Rights-of-Way Tree Cyclic Pruning and Demand Pruning/Cabling, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Invitation to Bid on Contract Document
No. RM PROG 55 - 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 10/25/24
- 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 cycle pruning work under this Contract upon written Notice to Proceed from the Village and shall complete work on this project within 101 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 November 2024.

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 _____, 2024.

Individual or Partnership _____ Corporation _____

By Position/Title

By Position/Title

Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this ____day of November 2024.

Keith T. Giagnorio
Village President

Attest:

Elizabeth Brezinski
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

VILLAGE OF LOMBARD
255 E Wilson Avenue
Lombard, IL 60148

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.

Bid Opening Tabulation Form 2025 Parkway Trimming and Demand Pruning

DATE:	25-Oct-24	NAME & ADDRESS OF BIDDER	Advanced Landscaping LLC 1399 Iris Ave. Carol Stream, IL 60188			Year Two option (2026)			Year Three Option (2027)		
TIME:	9:30 AM										
DOCUMENT #	PWO 25-15		EXCEPTIONS	No Certified Arborist data, no equipment list provided							
DOCUMENT NAME:ROW											
Tree Pruning and Demand Pruning											
NO	ITEM	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL	
1	Parkway Trim 8 - 14"	7514	\$2.75	\$20,663.50	13854	\$2.75	\$38,098.50	7125	\$2.75	\$19,593.75	
2	Parkway Trim 15 - 24"	9565	\$2.75	\$26,303.75	10733	\$2.75	\$29,515.75	10698	\$2.75	\$29,419.50	
3	Parkway Trim 25 - 35"	7415	\$2.75	\$20,391.25	3074	\$2.75	\$8,453.50	8104	\$2.75	\$22,286.00	
4	Parkway Trim 36+"	1705	\$2.75	\$4,688.75	120	\$2.75	\$330.00	1454	\$2.75	\$3,998.50	
5	Demand trim 8 -14 "	1	\$200.00		1	\$200.00		1	\$200.00		
6	Demand trim 15 -24 "	1	\$200.00		1	\$200.00		1	\$200.00		
7	Demand trim 25 -35 "	1	\$250.00		1	\$250.00		1	\$250.00		
8	Demand trim 36+"	1	\$250.00		1	\$250.00		1	\$250.00		
9	Cabling	1	\$475.00		1	\$475.00		1	\$475.00		
10		1			1			1			
GRAND TOTAL				\$72,047.25			\$76,397.75			\$75,297.75	

DATE:	25-Oct-24	NAME & ADDRESS OF BIDDER	D Ryan Tree & Landscape Service LLC 17271 IL Route 23 DeKalb, IL 60115			Year Two option (2026)			Year Three Option (2027)		
TIME:	9:30 AM										
DOCUMENT #	PWO 25-15		EXCEPTIONS	none							
DOCUMENT NAME:ROW											
Tree Pruning and Demand Pruning											
NO	ITEM	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL	
1	Parkway Trim 8 - 14"	7514	\$3.00	\$22,542.00	13854	\$3.00	\$41,562.00	7125	\$3.00	\$21,375.00	
2	Parkway Trim 15 - 24"	9565	\$3.00	\$28,695.00	10733	\$3.00	\$32,199.00	10698	\$3.00	\$32,094.00	
3	Parkway Trim 25 - 35"	7415	\$3.50	\$25,952.50	3074	\$3.50	\$10,759.00	8104	\$3.50	\$28,364.00	
4	Parkway Trim 36+"	1705	\$3.50	\$5,967.50	120	\$3.50	\$420.00	1454	\$3.50	\$5,089.00	
5	Demand trim 8 -14 "	1	\$200.00		1	\$200.00		1	\$200.00		
6	Demand trim 15 -24 "	1	\$250.00		1	\$250.00		1	\$250.00		
7	Demand trim 25 -35 "	1	\$350.00		1	\$350.00		1	\$350.00		
8	Demand trim 36+"	1	\$400.00		1	\$400.00		1	\$400.00		
9	Cabling	1	\$500.00		1	\$500.00		1	\$500.00		
10		1			1			1			
GRAND TOTAL				\$83,157.00			\$84,940.00			\$86,922.00	

Bid Opening Tabulation Form 2025 Parkway Trimming and Demand Pruning

DATE:	25-Oct-24	NAME & ADDRESS OF BIDDER	Homer Tree Care, Inc. 14000 S Archer Ave, Suite 100 Lockport, IL 60441			Year Two option (2026)			Year Three Option (2027)		
TIME:	9:30 AM										
DOCUMENT #	PWO 25-15										
DOCUMENT NAME:ROW											
Tree Pruning and Demand Pruning		EXCEPTIONS	none								
NO	ITEM	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL	
1	Parkway Trim 8 - 14"	7514	\$8.00	\$60,112.00	13854	\$8.00	\$110,832.00	7125	\$8.00	\$57,000.00	
2	Parkway Trim 15 - 24"	9565	\$9.00	\$86,085.00	10733	\$9.00	\$96,597.00	10698	\$9.00	\$96,282.00	
3	Parkway Trim 25 - 35"	7415	\$10.00	\$74,150.00	3074	\$10.00	\$30,740.00	8104	\$10.00	\$81,040.00	
4	Parkway Trim 36+"	1705	\$11.00	\$18,755.00	120	\$11.00	\$1,320.00	1454	\$11.00	\$15,994.00	
5	Demand trim 8 -14 "	1	\$250.00		1	\$250.00		1		\$0.00	
6	Demand trim 15 -24 "	1	\$300.00		1	\$300.00		1		\$0.00	
7	Demand trim 25 -35 "	1	\$300.00		1	\$300.00		1		\$0.00	
8	Demand trim 36+"	1	\$350.00		1	\$350.00		1		\$0.00	
9	Cabling	1	\$350.00		1	\$350.00		1		\$0.00	
10		1			1			1			
GRAND TOTAL				\$239,102.00			\$239,489.00			\$250,316.00	

DATE:	25-Oct-24	NAME & ADDRESS OF BIDDER	Winkler Services LLC PO Box 1154 La Grange Park, IL 60526		Year Two option (2026)			Year Three Option (2027)		
TIME:	9:30 AM									
DOCUMENT #	PWO 25-15									
DOCUMENT NAME:ROW										
Tree Pruning and Demand Pruning		EXCEPTIONS	none							
NO	ITEM	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL
1	Parkway Trim 8 - 14"	7514	\$6.00	\$45,084.00	13854	\$6.24	\$86,448.96	7125	\$6.49	\$46,241.25
2	Parkway Trim 15 - 24"	9565	\$4.50	\$43,042.50	10733	\$4.68	\$50,230.44	10698	\$4.87	\$52,099.26
3	Parkway Trim 25 - 35"	7415	\$3.75	\$27,806.25	3074	\$3.90	\$11,988.60	8104	\$4.06	\$32,902.24
4	Parkway Trim 36+"	1705	\$3.75	\$6,393.75	120	\$3.90	\$468.00	1454	\$4.06	\$5,903.24
5	Demand trim 8 -14 "	1	\$12.00		1	\$12.48		1	\$12.98	
6	Demand trim 15 -24 "	1	\$9.00		1	\$9.36		1	\$9.73	
7	Demand trim 25 -35 "	1	\$7.50		1	\$7.80		1	\$8.11	
8	Demand trim 36+"	1	\$7.50		1	\$7.80		1	\$8.11	
9	Cabling	1	\$300.00		1	\$300.00		1	\$300.00	
10		1			1			1		
GRAND TOTAL				\$122,326.50			\$149,136.00			\$137,145.99
H:\PW\Forestry & Urban Landscape\Bid and other Contract related Documents - 15\Contract Tree Pruning\Final Bid Table 9015 Parkway Tree Cuts Pruning										