# VILLAGE OF LOMBARD REQUEST FOR BOARD OF TRUSTEES ACTION

For Inclusion on Board Agenda Bids and Proposals

TO :	President and Villa	ge Board of Trustee	es	
FROM :	Scott Niehaus, Villa	ige Manager		
DATE :	December 20, 2019	_ Agenda Da	ite: January 9,	2020
TITLE :	Snow And Debris H	Hauling Contract	/	
SUBMITTED BY:	Brian Jack, Utilities	Superintende	0	
RESULTS: Date Bids Were Pub Total Number of Bi	ds Received 2	Bidding Closed 1	2/20/19	
	dders Meeting Speci			
Bid Security Requir		Yes	X	_No
Performance Bond	_	Yes	X	No
Were Any Bids Wit	hdrawn	Yes	X	_No
Explanation:				
Waiver of Bids Req	uested?	Yes	X	_No
If yes, explain:				
See attached memo				
Award Recommend	ded to Lowest	X Yes		_No
Responsible Bidder	?			
If no, explain:				
See attached memo				
<b>FISCAL IMPACT:</b>				
Engineer's Estimate	e/Budget Estimate:	\$49,000		
Amount of Award:				
(\$5,000 from 101.270	0.310.75770) (\$44,0	00 from 510.270.350	.75770)	
	ECOMMENDATIO		1.	
See attached memo				
	Bidder Worked for	Village Previously		
If yes, was quality of	ot work acceptable		<u>X</u> Yes	No
REVIEW (as needed	d):			
Village Attorney XX	<u> </u>		Date	
Finance Director XX	(		Date	
	<u> </u>		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.

#### **MEMORANDUM**



To: Scott Niehaus, Village Manager

From: Brian M. Jack, Utilities Superintende

Through: Carl S. Goldsmith, Director of Public Works OSG ky DA

Date: December 20, 2019

Subject: Snow and Debris Hauling Bid

#### **Background**

The Village of Lombard opened bids for the Snow and Debris Hauling on December 20, 2019. This contract is for the hauling of spoils from utility excavations, debris from street sweeping, and snow removal.

The Village received two bid packets for this contract in which Nagel Trucking was the lowest responsible bid. The contract will be in effect from January 10, 2020 to December 31, 2020. See enclosed bid tab.

The budgeted amount for this contract is \$49,000 from the following funding sources: \$44,000 from the Water and Sewer Operations and Maintenance Budget 510.270.350.75770; and \$5,000 from the Operations Budget 101.270.310.75770.

#### Recommendations

Staff recommends approving the Snow and Debris Hauling contract with Nagle Trucking and Material in an amount not to exceed \$49,000. Please present this item to the Board of Trustees at the January 9, 2020 meeting for their approval.

# **Bid Opening Tabulation Form**

DOCU PW DOCUMENT NAME:  NO Snow and Mat Hourly rate (straig	9:00am PWO-20-03		•	4042 Bornomeral Barbara				
DOCUMENT NO Snow Hourly	PWO-20-03	_	1043	A PERSONAL PRINCIPLE	- ABA	20	2044 W 163rd St. Unit 2	2
NO Snow Hourly Hourly	NAME:			Batavia. IL 60510		ì	Markham, IL 60428	ı
		NAME & ADDRESS OF BIDDER						
		EXCEPTIONS						
	ITEM		QUANTITY	UNIT	TOTAL	QUANTITY	UNIT	TOTAL
Hourly	Snow and Material Hauling							
T CI	Hourly rate (straight time) for 1 semi trailer portal to portal	er portal to portal	16 hrs	\$97.76	\$1,564.16	16 hrs	\$121.00	\$1,936.00
I IOURLY	Hourly rate (overtime time) for 1 semi trailer portal to portal	iler portal to portal	38 hrs	\$111.90	\$4,252.20	38 hrs	\$121.00	\$4,598.00
Hourly	Hourly rate (Sunday/Holiday) for 1 semi trailer portal to portal	railer portal to portal	16 hrs	\$154.32	\$2,469.12	16 hrs	\$121.00	\$1,936.00
Total	Total Snow and Material Hauling				\$8,285.48			\$8,470.00
2 Debris	Debris hauling total bid price							
Clean	Clean Fill per load		10	\$263.50	\$2,635.00	10	\$375.00	\$3,750.00
Asphalt	Asphalt per load		40	\$263.50	\$10,540.00	40	\$300.00	\$12,000.00
Concre	Concrete per load		10	\$188.00	\$1,880.00	10	\$275.00	\$2,750.00
Mixed [	Mixed Debris per load		125	\$263.50	\$32,937.50	125	\$375.00	\$46,875.00
Street (	Street Sweepings per load		35	\$289.00	\$10,115.00	35	\$975.00	\$34,125.00
Special	Special Waste per load		25	\$766.00	\$19,150.00	25	\$975.00	\$24,375.00
Too We	Too Wet to Handle per load		10	\$289.00	\$2,890.00	10	\$650.00	\$6,500.00
Total	Total Debris Hauling				\$80,147.50			\$130,375.00
3 Snow	Snow Removal							
Hourly	Hourly rate (straight time) for 1 semi trailer portal to portal	er portal to portal	10 hrs	\$211.00	\$2,110.00	10 hrs	\$210.00	\$2,100.00
Hourly	Hourly rate (overtime time) for 1 semi trailer portal to portal	iler portal to portal	1 hrs	\$261.00	\$261.00	1 hrs	\$260.00	\$260.00
Hourly	Hourly rate (Sunday/Holiday) for 1 semi trailer portal to portal	railer portal to portal	1 hrs	\$286.00	\$286.00	1 hrs	\$260.00	\$260.00
Total	Total Snow and Material Hauling				\$2,657.00			\$2,620.00
GRAND TOTAL	LAL				\$91,089.98			\$141,465.00

#### VILLAGE OF LOMBARD

#### CONTRACT DOCUMENT NUMBER PWO-2003

This agreement is made this 9<sup>th</sup> day of January, 2020 by and\_between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and <u>Nagel Trucking</u> and <u>Material of Batavia</u>, <u>IL</u>, hereinafter referred to as (the "Contractor").

Witnesseth That in consideration of the mutual promises of the parties delineated in the Contract Documents, the Contractor agrees to sell and the Village agrees to pay for the following described items as set forth in the Contract Documents:

Provide Hauling for Snow, Debris, and Spoils in a contract not to exceed \$49,000 for FY 2020

- 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-2003 for Snow and Debris Hauling, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Invitation to Bid on Contract Document No. PWO-2003- 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 December 20, 2019
  - 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 which are the subject matter of this Contract in an amount not to exceed \$49,000.00 paid in accordance with the provisions of the Local Government Prompt Payment Act and the provisions of the Contract Documents.
- 3. Risk of loss, destruction or damage of or to goods under this Contract shall be on contractor until delivery of the goods to the Village and acceptance of the goods by the Village.
- 4. Contractor agrees to perform the terms of this Contract by December 31, 2020.

Where the terms of this Contract conflict with the provisions of the Contract Documents, the Contract 5. Documents shall be binding. IN WITNESS WHEREOF, the Village of Lombard, Illinois by Keith Giagnorio, Village President, and the Contractor have hereunto set their hands this 9th day of January, 2020. 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 \_\_\_\_\_, 2020. Individual or Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ Position/Title By Position/Title By Print Company Name THE VILLAGE OF LOMBARD, ILLINOIS Accepted this 9th day of January, 2020. Keith Giagnorio Village President

> Sharon Kuderna Village Clerk

Attest:

## **EXHIBIT A**

### **VILLAGE OF LOMBARD**

# **CONTRACTOR'S CERTIFICATION**

	, having been first duly sworn, depose and states as follows:
(Off	ficer or Owner of Company)
I a	m the for (Name of Company),
to	(Name of Company)  e "Contractor"), which has submitted a proposal for  (Name of Village project)  the Village of Lombard and, having personal knowledge of the matters certified to herein, and being thorized 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.	<ul> <li>is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:</li> <li>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</li> <li>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;</li> </ul>
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
	me 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
	bscribed and sworn to fore me this y of, 2020.
No	otary Public