VILLAGE OF LOMBARD <u>REQUEST FOR BOARD OF TRUSTEES ACTION</u> <u>For Inclusion on Board Agenda</u>

Bids and Proposals

TO :	President and Village Board of Trustees					
FROM :	Scott Niehaus, Village Manager					
DATE :	February 23, 2024	Agenda Date: <u>Ma</u>	Agenda Date: March 7, 2024			
TITLE :	Award of Contract for Snow And Debris Hauling					
SUBMITTED BY:	Brian Jack, Utilities S	uperintendent				
<u>RESULTS</u> : Date Bids Were Put	blished $2/2/24$	Bidding Closed	2/23/24			
Date Bids Were Published <u>2/2/24</u> Bidding Closed <u>2/23/24</u> Total Number of Bids Received						
Total Number of Bidders Meeting Specifications						
Bid Security Required		Yes	XNo			
Performance Bond Required		Yes	XNo			
Were Any Bids Wit		Yes	XNo			
Explanation:						
Waiver of Bids Requested?		Yes	<u>X</u> No			
If yes, explain:						
See attached memo.						
Award Recommended to Lowest		<u> </u>	No			
Responsible Bidder	?					
If no, explain:						

FISCAL IMPACT:

Engineer's Estimate/Budget Estimate: <u>\$55,000</u> Amount of Award: <u>\$107,800.84</u> (\$ 9,585.84 from 101.270.310.75770) (\$ 98,215.00 from 510.270.350.75770)

BACKGROUND/RECOMMENDATION:

Waiver of Bids and award to Utility Transport, see attached memo for more details.

Has Recommended Bidder Worked for Village Previously	<u>X</u> Yes	No
If yes, was quality of work acceptable	<u>X</u> Yes	No

<u>REVIEW</u> (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.

MEMORANDUM



Background

The Village of Lombard solicits for bids for the hauling of spoils from utility excavations, debris from street sweeping, and snow removal. Two bids were received and are as follows:

Contractor	Snow Hauling	Debris Hauling	Total
Nagel Trucking	\$11,830.00	\$115,078.40	\$126,908.40
S. Schroeder Trucking	\$9,585.84	\$98,215.00	\$107,800.84

Utility Transport Company is the lowest qualified bidder of the proposals submitted and have performed this type of work in the past satisfactorily.

The proposal amount is higher than the allocated budget amount as the amount of snow and debris hauled out each year varies due to the amount of snow fall and excavations performed each year. The contract expenditures for this work has increased over the past few years due to an increase in regulations for clean spoils debris and an increase in labor costs and dumping fees from the land fills.

Contract amounts for this work have varied since 2018 from an award of \$90,500 in 2018; \$49,000 in 2020 and 2021, to \$87,667 in 2023.

The allocated budget amount for this contract is \$55,000 from the following funding sources: \$50,000 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 a contract with Utility Transport Company of Oak Forest, IL in an amount not to exceed \$107,800.84 for Snow and Debris Hauling. Please present this item to the Board of Trustees at the March 7, 2024 meeting for their approval.

DATE	23-Feb-24			Jtility Transport			Nogol Trucking	
TIME:		-					Nagel Trucking	
DOCL	9:00 AM		15020) S Cicero Ave Uni	t 201	104	3 Paramount Parky	vay
			Oak Forest, IL 60452		Batavia, IL 60510			
	DOCUMENT NAME: Snow and Debris Hauling							
	1	EXCEPTIONS		UNIT			UNIT	
NO	ITEM		QUANTITY	PRICE	TOTAL	QUANTITY	PRICE	TOTAL
1	Snow and Material Hauling		(in hours)			(in hours)		
	Hourly rate (straight time) for 1 semi tra	iler portal to portal	16.00	\$119.99	\$1,919.84	16.00	\$149.00	\$2,384.00
	Hourly rate (overtime time) for 1 semi tr	ailer portal to portal	38.00	\$139.00	\$5,282.00	38.00	\$169.00	\$6,422.00
	Hourly rate (Sunday/Holiday) for 1 semi	trailer portal to portal	16.00	\$149.00	\$2,384.00	16.00	\$189.00	\$3,024.00
	Total Snow and Material Hauling				\$9,585.84			\$11,830.00
2	Debris hauling total bid price		Each			Each		
	Clean Fill per load		10	\$139.00	\$1,390.00	10	\$392.25	\$3,922.50
	Asphalt per load		40	\$139.00	\$5,560.00	40	\$392.25	\$15,690.00
	Concrete per load		10	\$200.00	\$2,000.00	10	\$264.00	\$2,640.00
	Mixed Debris per load		125	\$239.00	\$29,875.00	125	\$392.25	\$49,031.25
	Street Sweepings per load		35	\$950.00	\$33,250.00	35	\$420.00	\$14,700.00
	Special Waste per load		25	\$950.00	\$23,750.00	25	\$986.99	\$24,674.75
	Too Wet to Handle per load		10	\$239.00	\$2,390.00	10	\$441.99	\$4,419.90
	Total Debris Hauling				\$98,215.00			\$115,078.40
GRAN	ND TOTAL				\$107,800.84			\$126,908.40

VILLAGE OF LOMBARD

CONTRACT DOCUMENT NUMBER PWO-2024

This agreement is made this 7th day of March, 2024 by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and <u>Utility Transport</u> <u>Company of Oak Forest, 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 \$107,800.84 for FY 2024

- 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-2024 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-2024- 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 February 23, 2024
 - 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 \$107,800.84 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, 2024.

5. Where the terms of this Contract conflict with the provisions of the Contract Documents, the Contract 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 7th day of March, 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 7th day of March, 2024.

Keith Giagnorio Village President

Attest:

Elizabeth Brezinski Village Clerk

EXHIBIT A

VILLAGE OF LOMBARD

CONTRACTOR'S CERTIFICATION

, having been first duly sworn, depose and states as follows: (Officer or Owner of Company) for (Name of Company) I am the (Title) (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 (Na 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

Subscribed and sworn to before me this ______, 2024.

Notary Public