



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 7e

Title:

Recommendation to Award the Bid for the Five-year Leaf and Brush Collection Program

Presenter:

AJ Reineking

Meeting: Government Operations Committee

Date: March 18, 2019

Proposed Cost: \$501,879.64

Budgeted Amount: \$501,879.64

Not Budgeted:

Executive Summary (if not budgeted please explain):

The Public Works Department recently solicited bids for a 5-year contract for leaf and brush collection services and received two responses from Kramer Tree Specialists, Inc. (West Chicago, IL) and Trees “R” Us, Inc. (Wauconda, IL).

In preparing the bid for these services, the brush collection aspect was left relatively the same with 8 total collections required on a monthly basis from April through November. Scheduling and customer service surrounding this service has never been an issue.

The Leaf program, on the other hand, with such a short window to be executed, required some additional management tools be added to the scope. New requirements included:

- Staff require real-time access to GPS data for all trucks operating in the City
- Cameras must be installed on the trucks to verify that leaf piles were present and collected at the time the trucks went down the street
- Contractor is to ensure that leaf piles are collected from parkways no later than every two weeks from mid-October to the end of November.

Trees “R” Us submitted the lowest responsive, responsible price for brush collection. They have submitted several references that would support that they can perform this service.

The pricing received for leaf collection services was very competitive. Trees “R” Us also submitted the low price for this service; however they failed to provide any references for leaf collection, and their bid indicated that they plan to use only two crews for this work (as opposed to four crews utilized in the City historically). Upon discussing their capabilities with their representative, it became apparent that this would be a new process for them and they do not presently have the equipment to perform the work.

Therefore, staff feels it prudent to award the contract for brush collection services to Trees “R” Us, and the leaf contract to Kramer Tree Specialists. The cumulative result of the bid will result in a reduction of the Yard Waste User Fee, from \$4.68 per month to a fixed rate of \$4.48 per month for the next five years.

Attachments (please list):

*Bid Tabulation * Bid Specifications *Trees “R” Us Bid Response * Kramer Tree Specialists Bid Response * Revised Yard Waste Fee Ordinance

Recommendation/Suggested Action (briefly explain):

Recommendation to award the 5-year contract for brush collection services to Trees “R” Us, Inc. in the amount of \$167,408.64 per year, and the 5-year contract for leaf collection services to Kramer Tree Specialists, Inc. in the amount of \$334,350.18 per year, and to amend the Yard Waste Fee Ordinance to reflect the costs associated with these contracts.



BID RESULTS

LEAF AND BRUSH COLLECTION #1018

Bid Opening Date: March 6, 2019

Bidder	TREES R US	KRAMER
Responsive Bid?		
2 originals	yes	no
electronic file	yes	no
Signatures	yes	yes
Certification of Compliance	yes	yes
Certificate of Insurance	yes	yes
References	yes - brush only	yes
Bid Bond	AIA	AIA
Cost Analysis: 9,342 units for 5 years	\$/collection \$/year \$/yr/units \$/ 5 yrs	\$/collection \$/year \$/yr/units \$/ 5 yrs
8/YR Brush Collection	\$2.24 \$17.92 \$ 167,408.64 \$ 837,043.20	\$2.55 \$20.40 \$ 190,576.80 \$ 952,884.00
3/YR Leaf Collection	\$11.69 \$35.07 \$ 327,623.94 \$ 1,638,119.70	\$11.93 \$35.79 \$ 334,350.18 \$ 1,671,750.90
	\$52.99 \$ 495,032.58 \$ 2,475,162.90	\$56.19 \$ 524,926.98 \$ 2,624,634.90
/hr Foreman (Equipment Operator)	\$95.00	\$ 95.00
/hr Laborer (Ground Man)	\$95.00	\$ 90.00
/hr Driver	\$95.00	\$ 95.00
/hr Grapple Loader	\$275.00	\$ 45.00
/hr Transfer Truck	\$175.00	\$ 40.00
/hr Chipper and Truck	\$150.00	\$ 45.00
cu/yrd Disposal of Brush or Chips	\$15.00	\$ 5.00
Payment via St Charles Credit card?	no	no
Discount?	no	no

Intent to Award (pending approval): TREES-R-US (Brush), Kramer (Leaf)

The City wishes to thank all bidders for participating in this solicitation. The City recognizes and appreciates the time and effort your firm put into preparing and submitting your proposal. The City invites you to bid on future solicitations which are posted on the City's website at <https://www.stcharlesil.gov>.

The city of St. Charles is looking for ways to reduce costs and create better returns for our investments. Please advise the City if you have any suggestions that can provide: cost savings; quality improvements; improved resource utilization; versatility; standardization; modification in delivery; inventory or consignment practices; value analysis; or other.

Requirements and Specifications

The City of St. Charles is requesting bid pricing for a five-year contract for residential curbside brush and leaf collection services. This is a community-wide program that is available to all residents throughout the City. This project is bid separately but simultaneously with similar contracts available in the neighboring Cities of Geneva and Batavia.

1. SCOPE

The Scope of this work shall include eight (8) monthly brush collections (April – November) throughout all residential properties in the City of St. Charles, as well as three (3) leaf collection. The quantity of collections for leaf and/or brush collection may vary at the City’s discretion.

Brush collection shall include manually and/or mechanically removing brush debris from parkways. Where possible, brush shall remain intact. No curbside chipping will be allowed as part of this contract without consent of the City. All debris shall be removed from the pile and parkway shall be raked clean, as necessary, following collection.

Leaf collection shall include the removal of leaves piled in residential rights-of-way adjacent to roadways. Parkways shall be raked clean following collection.

Contractor shall maintain sufficient staff and equipment resources to cleanly, successfully meet the needs of the City and maintain advertised schedules.

It is the City’s intention to award leaf and brush collection services to one firm. However, the City reserves the right to award leaf and brush collection services independently as it is advantageous to the City. Bid prices submitted for leaf and/or brush collection services are not permitted to be contingent upon one another for award.

2. BRUSH COLLECTION SCHEDULE

Residential brush collection shall take place monthly, commencing in April each year.

Work shall generally only occur Monday through Friday from 7:00 AM to 5:00 PM. Work after 5:00 PM or on weekends may only occur with prior written approval from the City.

Brush collection shall be split in half with the Fox River being the delineating line. One half of the City shall be completed within one week.

Location	Week of Month	Example: May 2019
St. Charles – East	3 rd Week of Month	Week of May 20 th
St. Charles – West	4 th Week of Month	Week of May 27 th

Quantities of brush collections may be added or subtracted at the City’s discretion.

3. LEAF COLLECTION SCHEDULE

The leaf schedule may vary depending on the leaf fall. In general, three complete collection cycles shall be performed in St. Charles between the week of October 15th and November 30th of each year. The Contractor and each City shall agree upon an initial schedule by August 15th each year.

The general expectation is that no leaf pile may remain on a parkway for longer than two (2) weeks between October 15th and November 30th of each year.

Work shall generally only occur Monday through Friday from 7:00 AM to sunset. Work on weekends may only occur with prior approval from the City.

Quantities and scheduling of leaf collection services may be added or subtracted at the City's discretion.

4. **CONTRACT TERM**

The contract term for leaf and brush collection services shall be for five (5) years beginning in calendar year 2019 and concluding at the end of calendar year 2023.

The City reserves the right to terminate the contract at any time with or without cause. Such a termination of services shall be executed within 30 days of written notice by the City.

5. **QUALITY ASSURANCE**

Each truck working under this contract must be equipped with a GPS tracking device. The City will be given access to an online platform to review the trucks progress in real time, and to be able to retrieve a history of each truck throughout the year.

Each truck shall also be equipped with an onboard camera with the ability to retrieve data showing the status of brush and leaf piles in the field. This data shall be made available to the City upon request.

At the end of each work day, a map shall be provided to the City identifying the progress made that day. During months of leaf AND brush collection, two individual maps shall be issued depicting the progress for each service. The map shall be accompanied by a daily projection of areas to be collected within the next seven (7) working days. This information may be shared with residents for updated scheduling purposes at the discretion of the City.

6. **QUANTITY TRACKING**

Contractor shall provide the City with an updated quantity, in cubic yards, of debris collected for both brush and leaf pick-up after each collection cycle.

7. **PRICING & INVOICING**

Pricing shall be based on a unit cost per residential dwelling. The number of dwellings included in the program may change modestly from year to year in each City based on new development being added, or certain homeowners associations opting out of the program. Prior to the beginning of each brush season, the City shall notify the contractor of the number of dwellings participating in the program that year. That number will determine the contract value for the year.

Currently the City of St. Charles estimates 9,342 residential units participating in the program.

Additional Pricing Information:

- a) The bidder shall also include time and material pricing per hour for emergency work, in the event of a severe storm or wind event.
 - b) Invoicing may be submitted following each round of brush and leaf collection. Contractor may not submit more than 8 brush and 3 leaf invoices per year without authorization from the City.
- **INCLUDED WITH THE BID**, Contractor is requested to provide a brief narrative or detailed list identifying the methods, equipment and manpower proposed to be used to provide leaf and brush collection services.



Response Cover Page

This is page #1 of your response.

LEAF AND BRUSH COLLECTION #1018

Based on Addendum # _____

Please do not submit punched or perforated pages, nor bind your proposal in anything other than paperclips.

Proposal Prepared By:		Contacts:	
Firm Name	TREES "R" US, INC	Operations	
DBA	-	Contact Name	NICK WILLIS
Address	PO BOX 6014	Contact Phone #	847-913-9069
		Contact E-mail	NICK@treesrusinc.com
City, St, Zip	WAUWATONSA, IL 60084	Sales	
Signature	<i>Jenni Willis</i>	Contact Name	NICK WILLIS
Print Name	JENNI WILLIS	Contact Phone #	847-913-9069
Position	PRESIDENT	Contact E-Mail	NICK@treesrusinc.com
Phone #	847-913-9069	Billing	
Fax #	847-487-3753	Contact Name	CHRIS CARITINOS
E-mail Address	NICK@treesrusinc.com	Contact Phone #	847-913-9069
		Contact E-Mail	CHRIS@treesrusinc.com

This business Firm is (check one) An Individual A Partnership A Corporation An LLC

Exceptions: (check one)

This proposal meets and accepts all Requirements, Specifications, Terms and Conditions and Contract Language.

We hereby take the following Exceptions to the Requirements, Specifications, Terms and Conditions and Contract Language (reference section name and identifying reference):



Signature Page

This is page #2 of your response.

LEAF AND BRUSH COLLECTION #1018

Based on Addendum # _____

The undersigned proposes and agrees, after having examined the requirements and specifications, to irrevocably offer to furnish the services in compliance to all terms, conditions, specifications and applicable addenda. I (we) hereby certify and affirm that being first duly sworn an oath, deposes and states that all statements made herein are made on behalf of the Offeror, that this despondent is authorized to make them and the statements contained herein are true and correct.

If an Individual

By: _____
Signature

Title

If a Partnership

By: _____
Signature

Title

By: _____
Partner

If a Corporation

By: [Signature]
Signature of person authorized to sign

PRESIDENT
Title

ATTEST [Signature] SECRETARY
NICK WILLIAMS

If a Joint Venture

By: _____
Signature

Title

By: _____
Signature

Title

DATE 3/5/19

Attach seal here. NONE



Response Price Proposal Page

This is page #3 of your response.

LEAF AND BRUSH COLLECTION #1018

Based on Addendum # _____

I (we) propose to furnish all services as specified in the attached solicitation documents at the below price. No additional charges over said pricing will be accepted by the city without an authorized change order and written approval by the Purchasing Division Manager confirmed via purchase order amendment.

CITY OF ST. CHARLES

	A	B	C	D	E	F	G
Item	Price per Collection per Dwelling	Quantity per Year	Annual Dwelling Unit Price (AxB)	Number of Units	Total Annual Price (Cx D)	Contract Term	Extended Total (ExF)
Brush Collection	\$ 2.24	8	\$ 17.92	9,342	\$ 167,408. ⁶⁴	5	\$ 837,043. ²⁰
Leaf Collection	\$ 11.69	3	\$ 35.07	9,342	\$ 327,623. ⁹⁴	5	\$ 1,638,119. ⁷⁰

Emergency Work Rates (All Cities)

This section is only applicable to extra work authorized by the City in writing. The bidder shall complete all categories applicable to their operation. Emergency rates will not be factored for the basis of award.

Labor/Equipment	Price	Unit
Foreman (Equipment Operator)	\$ 95. ⁰⁰	Per Hour
Laborer (Ground Man)	\$ 95. ⁰⁰	Per Hour
Driver	\$ 95. ⁰⁰	Per Hour
Grapple Loader	\$ 275. ⁰⁰	Per Hour
Transfer Truck	\$ 175. ⁰⁰	Per Hour
Chipper and Truck	\$ 150. ⁰⁰	Per Hour
Disposal of Brush or Chips	\$ 15. ⁰⁰	Per Cubic Yard

Please submit the following information with your bid. Bidders may submit additional documentation as necessary.

Method of Service – Brush Collection:

SEE ATTACHED

Equipment Used for Brush Collection Services:

Number of Brush Collection Crews allocated for St. Charles:

Method of Service – Leaf Collection:

SEE ATTACHED

Equipment Used for Leaf Collection Services:

Number of Leaf Collection Crews allocated for St. Charles:

Please confirm that all fees, inclusive of but not limited to: freight, delivery, fuel sur-charge, permits, and labor; ... are included within the above prices. Yes No

We will accept payment via City of St. Charles credit card. Yes No

We will allow a discount of 0 % if payment is received within 30 days of invoice.



Trees "R" Us Inc.

COMPLETE TREE SERVICE

RESIDENTIAL & COMMERCIAL

PO BOX 6014
Wauconda, IL 60084

www.treesrusinc.com
Phone: 847-913-9069
Fax: 847-487-3753

STATEMENT OF METHODS, EQUIPMENT AND MANPOWER

Brush Collection:

Our method for brush collection will be the use of grapple trucks to pick up debris at each site. There will be no chipping. Each site will be cleaned and raked after brush is removed. This is a method we are experienced in, and have successfully executed numerous contracts doing this type of work. Please contact any of our references included in the bid documents.

Depending on the size of the city, we normally utilize 2 grapple trucks with a 2 man crew per truck. If necessary, we have the capability to add more grapple trucks and crew as needed during heavier brush weeks or in the case of a storm. We use large capacity trucks and trailers that can hold over 120 yards of material in one haul.

Leaf Collection:

Our method for leaf collection is to use a Scag industrial vacuum. It will vacuum up the leaves, reduces product by 15 times the size, and blow it into one of our 30-50 yard chip trucks. These trucks are fully enclosed to minimize debris blowing out of them.

Our plan is to use 2 crews to do leaf collection each pickup. Based on volume of collection, we will add more crews as needed.

We will be glad to answer any questions or clarifications.

Nick Willis
847-913-9069
nick@treesrusinc.com

Tree & Stump Removal • Tree Trimming • Lot Clearing • Mulch • Cabling • Plant Health Care



Certification of Compliance

This is page #4 of your response.

- (A) The undersigned certifies that, pursuant to the **Equal Opportunity Employer** provisions of Section 2000(e) of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375, the bidder is compliant with all Equal Employment Opportunity Commission ("EEOC") requirements.
- (B) The undersigned certifies that, pursuant to the **Illinois Human Rights Act** provisions of Section 775 ILCS 5/2-105, the bidder complies with and certifies that it is in compliance with all equal employment practice requirements contained therein, and that it has adopted a written sexual harassment policy that meets the minimum requirements.
- (C) The undersigned certifies that, pursuant to the **State of Illinois Law** provisions of Section 720 ILCS 5/33E prohibiting Bid-rigging or Bid-rotating, the bidder is not barred from bidding on this project, or entering into a contract for this project.
- (D) The undersigned certifies that, pursuant to the **Illinois Department of Revenue Tax Laws** provisions of Section 65 ILCS 5/11-42.1-1, the bidder is not barred from doing business with any unit of local government in the State of Illinois as a result of a delinquency in payment of any taxes unless the bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax.
- (E) The undersigned certifies that, pursuant to the **Illinois Drug Free Workplace Act** provisions of Section 30 ILCS 580/3, the bidder deposes states and certifies that it will provide a drug free workplace, inclusive of all satellite locations as well as the City of St. Charles sites.
- (F) The undersigned certifies that, pursuant to the **Illinois Prevailing Wage Act** provisions of Section 820 ILCS 130/0.01 et seq, the bidder, when required, is in compliance with all requirements of, including provisions as to wages, medical and hospitalization insurance and retirement benefits for those trades covered in the Act. Pursuant to **Illinois Public Act** provisions of Section 94-0515 and all provisions of the **Employee Classification Act**, provisions of Section 820 ILCS 185/1 et seq., said bidder agrees to submit certified payroll records as required.
- (G) The undersigned certifies that, pursuant to the **Employment of Illinois Workers on Public Works Act** provisions of Section 30 ILCS 570/0.01, et seq., the bidder is in compliance with all requirements. Furthermore, the bidder certifies that it will demonstrate a good faith effort toward providing equal employment opportunities for City of St. Charles residents to work as crafts persons, consistent with the racial, ethnic, and gender demographics of the City's labor force.
- (H) The undersigned certifies that, pursuant to the **National Security/USA Patriot Act** as defined in Presidential Executive Order 13224, the bidder and all affiliated parties, are not working for or with, nor acting on behalf of, a Specially Designated National and Blocked Person.
- (I) The undersigned certifies that they have not colluded with or participated in any **unethical practices** with any person, firm or employee of the City of St Charles which would in any way be construed as an unethical business practice.

Check One:

- There are no conflicts of interest and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm or your firm's ownership, management or staff will immediately notify the City of St. Charles in writing.
- There is an affiliation or business relationship between you, your management or staff, your firm or your firm's ownership, and an employee, officer or elected official of the City of St. Charles who makes recommendations to the City of St. Charles with respect to expenditures of money, employment, and elected or appointed positions. Provide on a separate letter included with your response any and all affiliations or business relationships that might cause a conflict of interest or a ny potential conflict of interest. Include the name of each City of St Charles affiliate with whom you, your firm or your firm's ownership, management or staff has an affiliation or a business relationship.

Company Name TREES "R" US, INC Signature [Signature] Date 3/5/19
Certification of Compliance This is page #4 of your response.



Service Provider Response Requirements

This, and the attached answers, is page #5 of your response.

LEAF AND BRUSH COLLECTION #1018

Please provide the below information in the order requested, identifying each section number.

Experience and Capabilities

1. Experience as evidenced by a listing of references from similar projects in size and scope within the past five (5) years. Include contact information (name, title, e-mail address, and phone #) for the individual who oversaw the quality of the work and authorized payment. References within the greater Chicago area preferred.
2. Evidence of Financial Stability to fund this project and any and all continuing services this project may require throughout the standard life cycle: i.e. Annual Report; D&B Report, Credit Reference, Letter from Bank

Statement of Experience (not to exceed 3 pages)

3. How many years has your firm been in business under this name?
4. How many years has your firm been in business under: Any other name? Other ownership? Provide details.
5. What is the value of the firm's work: Completed in the past 12 months? Now under contract?

Work Specific Knowledge

6. Attach a list of the areas of work that will be performed by a sub-contractor or other firm.

Safety Risk

7. Certificate of Insurance
8. A brief explanation of the following:
 - a. A time your organization failed to complete a contract
 - b. Bankruptcy or reorganization
 - c. Judgment claims or law suits against the firm: Awarded and Pending within past five (5) years



Trees "R" Us Inc.

COMPLETE TREE SERVICE

RESIDENTIAL & COMMERCIAL

PO BOX 6014
Wauconda, IL 60084

www.treesrusinc.com
Phone: 847-913-9069
Fax: 847-487-3753

EXPERIENCE AND CAPABILITIES

1. Attached please find our Brush Hauling Reference Sheet
2. If we are the low bidder, we will gladly provide financial and credit information

STATEMENT OF EXPERIENCE

3. Trees "R" Us, Inc was incorporated in Illinois in 1999. We have continuously been in the tree service business since then. Trees "R" Us, Inc is owned by Nick and Jenni Willis since 2006.
4. Trees "R" Us has not operated under another name. From 1999 to 2006 Trees "R" Us was owned by Nick Willis and a partner named Jerry McDougal, who left the business to pursue a plumbing license.
5. The annual sales in 2018 were \$3,400,000. Currently under contract is approximately \$1,200,000.

WORK SPECIFIC KNOWLEDGE

6. No work will be performed by a subcontractor.

SAFETY RISK

7. Our Certificate of Insurance is attached with the Bid Bond
8. Trees "R" Us has never failed to complete a contract. Trees "R" Us has never filed a bankruptcy. Trees "R" Us has not reorganized except for the mention above in #4. Trees "R" Us does not have any lawsuits or claims against it.



Response Cover Page
This is page #1 of your response.

LEAF AND BRUSH COLLECTION #1018

Based on
Addendum # _____

Please do not submit punched or perforated pages, nor bind your proposal in anything other than paperclips.

Proposal Prepared By:		Contacts:	
Firm Name	KramerTreeSpecialists, Inc.	Operations	
DBA		Contact Name	Tim Peters
Address	300 Charles Court	Contact Phone #	630-293-5444
		Contact E-mail	tpeters@kramertree.com
City, St, Zip	West Chicago, IL 60185	Sales	
Signature	Lucindia C. Peters	Contact Name	N/A
Print Name	Lucindia C. Peters	Contact Phone #	
Position	Secretary	Contact E-Mail	
Phone #	630-293-5444	Billing	
Fax #	630-293-7667	Contact Name	Betsy Meyers
E-mail Address	bpeters@kramertree.com	Contact Phone #	630-293-5444
		Contact E-Mail	bmeyers@kramertree.com

This business Firm is (check one) An Individual A Partnership A Corporation An LLC

Exceptions: (check one)

This proposal meets and accepts all Requirements, Specifications, Terms and Conditions and Contract Language.

We hereby take the following Exceptions to the Requirements, Specifications, Terms and Conditions and Contract Language (reference section name and identifying reference):



Signature Page

This is page #2 of your response.

LEAF AND BRUSH COLLECTION #1018

Based on Addendum # _____

The undersigned proposes and agrees, after having examined the requirements and specifications, to irrevocably offer to furnish the services in compliance to all terms, conditions, specifications and applicable addenda. I (we) hereby certify and affirm that being first duly sworn an oath, deposes and states that all statements made herein are made on behalf of the Offeror, that this despondent is authorized to make them and the statements contained herein are true and correct.

If an Individual

By: _____
Signature

Title

If a Partnership

By: _____
Signature

Title

By: _____
Partner

If a Corporation

By: Mervia C. Peters
Signature of person authorized to sign

Secretary
Title

ATTEST Elizabeth J. May

If a Joint Venture

By: _____
Signature

Title

By: _____
Signature

Title

DATE 3/1/2019

Attach seal here.



Response Price Proposal Page

This is page #3 of your response.

LEAF AND BRUSH COLLECTION #1018

Based on Addendum # _____

I (we) propose to furnish all services as specified in the attached solicitation documents at the below price. No additional charges over said pricing will be accepted by the city without an authorized change order and written approval by the Purchasing Division Manager confirmed via purchase order amendment.

CITY OF ST. CHARLES

	A	B	C	D	E	F	G
Item	Price per Collection per Dwelling	Quantity per Year	Annual Dwelling Unit Price (AxB)	Number of Units	Total Annual Price (CxD)	Contract Term	Extended Total (ExF)
Brush Collection	\$ 2.55	8	\$ 20.39	9,342	\$190,508.56	5	\$952,844.00
Leaf Collection	\$ 11.93	3	\$ 35.80	9,342	\$ 334,471.00	5	\$1,672,355.00

Emergency Work Rates (All Cities)

This section is only applicable to extra work authorized by the City in writing. The bidder shall complete all categories applicable to their operation. Emergency rates will not be factored for the basis of award.

Labor/Equipment	Price	Unit
Foreman (Equipment Operator)	\$ 95.00	Per Hour
Laborer (Ground Man)	\$ 90.00	Per Hour
Driver	\$ 95.00	Per Hour
Grapple Loader	\$ 45.00	Per Hour
Transfer Truck	\$ 40.00	Per Hour
Chipper and Truck	\$ 45.00	Per Hour
Disposal of Brush or Chips	\$ 5.00	Per Cubic Yard

Please submit the following information with your bid. Bidders may submit additional documentation as necessary.

Method of Service – Brush Collection: Please see attached

Equipment Used for Brush Collection Services: _____

Number of Brush Collection Crews allocated for St. Charles: _____

Method of Service – Leaf Collection: Please see attached

Equipment Used for Leaf Collection Services: _____

Number of Leaf Collection Crews allocated for St. Charles: _____

Please confirm that all fees, inclusive of but not limited to: freight, delivery, fuel sur-charge, permits, and labor; ... are included within the above prices. Yes No

We will accept payment via City of St. Charles credit card. Yes No

We will allow a discount of — % if payment is received within days of invoice.



Certification of Compliance

This is page #4 of your response.

- (A) The undersigned certifies that, pursuant to the **Equal Opportunity Employer** provisions of Section 2000(e) of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375, the bidder is compliant with all Equal Employment Opportunity Commission ("EEOC") requirements.
- (B) The undersigned certifies that, pursuant to the **Illinois Human Rights Act** provisions of Section 775 ILCS 5/2-105, the bidder complies with and certifies that it is in compliance with all equal employment practice requirements contained therein, and that it has adopted a written sexual harassment policy that meets the minimum requirements.
- (C) The undersigned certifies that, pursuant to the **State of Illinois Law** provisions of Section 720 ILCS 5/33E prohibiting Bid-rigging or Bid-rotating, the bidder is not barred from bidding on this project, or entering into a contract for this project.
- (D) The undersigned certifies that, pursuant to the **Illinois Department of Revenue Tax Laws** provisions of Section 65 ILCS 5/11-42.1-1, the bidder is not barred from doing business with any unit of local government in the State of Illinois as a result of a delinquency in payment of any taxes unless the bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax.
- (E) The undersigned certifies that, pursuant to the **Illinois Drug Free Workplace Act** provisions of Section 30 ILCS 580/3, the bidder deposes states and certifies that it will provide a drug free workplace, inclusive of all satellite locations as well as the City of St. Charles sites.
- (F) The undersigned certifies that, pursuant to the **Illinois Prevailing Wage Act** provisions of Section 820 ILCS 130/0.01 et seq, the bidder, when required, is in compliance with all requirements of, including provisions as to wages, medical and hospitalization insurance and retirement benefits for those trades covered in the Act. Pursuant to **Illinois Public Act** provisions of Section 94-0515 and all provisions of the **Employee Classification Act**, provisions of Section 820 ILCS 185/1 et seq., said bidder agrees to submit certified payroll records as required.
- (G) The undersigned certifies that, pursuant to the **Employment of Illinois Workers on Public Works Act** provisions of Section 30 ILCS 570/0.01, et seq., the bidder is in compliance with all requirements. Furthermore, the bidder certifies that it will demonstrate a good faith effort toward providing equal employment opportunities for City of St. Charles residents to work as crafts persons, consistent with the racial, ethnic, and gender demographics of the City's labor force.
- (H) The undersigned certifies that, pursuant to the **National Security/USA Patriot Act** as defined in Presidential Executive Order 13224, the bidder and all affiliated parties, are not working for or with, nor acting on behalf of, a Specially Designated National and Blocked Person.
- (I) The undersigned certifies that they have not colluded with or participated in any **unethical practices** with any person, firm or employee of the City of St Charles which would in any way be construed as an unethical business practice.

Check One:

- There are no conflicts of interest** and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm or your firm's ownership, management or staff will immediately notify the City of St. Charles in writing.
- There is an affiliation or business relationship** between you, your management or staff, your firm or your firm's ownership, and an employee, officer or elected official of the City of St. Charles who makes recommendations to the City of St. Charles with respect to expenditures of money, employment, and elected or appointed positions. Provide on a separate letter included with your response any and all affiliations or business relationships that might cause a conflict of interest or a ny potential conflict of interest. Include the name of each City of St Charles affiliate with whom you, your firm or your firm's ownership, management or staff has an affiliation or a business relationship.

Company Name Kramer Tree Specialists Signature Leindia C. Peters Date 3/1/2019
Certification of Compliance

This is page #4 of your response.



Service Provider Response Requirements

This, and the attached answers, is page #5 of your response.

LEAF AND BRUSH COLLECTION #1018

Please provide the below information in the order requested, identifying each section number.

Experience and Capabilities

1. Experience as evidenced by a listing of references from similar projects in size and scope within the past five (5) years. Include contact information (name, title, e-mail address, and phone #) for the individual who oversaw the quality of the work and authorized payment. References within the greater Chicago area preferred.
2. Evidence of Financial Stability to fund this project and any and all continuing services this project may require throughout the standard life cycle: i.e. Annual Report; D&B Report, Credit Reference, Letter from Bank

Statement of Experience (not to exceed 3 pages)

3. How many years has your firm been in business under this name?
4. How many years has your firm been in business under: Any other name? Other ownership? Provide details.
5. What is the value of the firm's work: Completed in the past 12 months? Now under contract?

Work Specific Knowledge

6. Attach a list of the areas of work that will be performed by a sub-contractor or other firm.

Safety Risk

7. Certificate of Insurance
8. A brief explanation of the following:
 - a. A time your organization failed to complete a contract
 - b. Bankruptcy or reorganization
 - c. Judgment claims or law suits against the firm: Awarded and Pending within past five (5) years



**Leaf & Brush Collection Services
City of St Charles Bid Proposal
Contract Years 2019 – 2023**

Kramer Tree Specialists

Leaf Collection Services - Operational Methods, Equipment and Manpower

Kramer Tree Specialists utilizes leaf machines which vacuum the leaves from the curbside and blow them into tarped collection trucks. As these collection trucks fill up, we then transfer the machine to an empty truck, (transfer vehicles) to transport for off-site recycling. The utilization of these transfer vehicles allows our collection crews to continuously navigate the city streets picking up leaves throughout the entire work day without stopping other than for the transfer.

Each collection crew consists of 3 team members.

We have identified this method of leaf collection to be safer for our employees and your constituents, quicker and cleaner. We have operated in this manner for the entire history of our leaf collection services which is now 8 years.

Leaf Collection Services - Equipment & Manpower List –

***Collection trucks* – 4 3 staff/collection truck**

***Transfer Vehicles* –2 1 staff/transfer vehicle**

Kramer Tree Specialists

Brush Collection Services - Operational Methods, Equipment and Manpower

Kramer Tree Specialists utilizes grapple equipped brush loader vehicles (collection loader) to collect and load constituent's curbside brush piles. In addition to these collection loaders, we utilize larger transfer vehicles (transfer vehicles) to transfer and haul the brush away for off-site recycling. The utilization of these transfer vehicles allows our collection loaders to continuously navigate the city streets picking up brush throughout the entire work day without stopping other than the load transfer.

Each collection loader vehicle consists of a 2-man crew.

We have identified this method of brush collection to be safer for our employees and your constituents, quicker, cleaner and quieter versus traditional brush collection methods utilizing a brush chipper. We have operated in this manner for the entire history of our brush collection services which is now 19 years.

Brush Collection Services - Equipment & Manpower List –

***Collection Loaders* – 1 2 staff/collection loader**

***Transfer Vehicles* – 1 1 staff/transfer vehicle**

Service Provider Response Requirements

Kramer Tree Specialists

Experience and Capabilities

1. See attached
2. Kramer Tree Specialists has been in business since 1974 and financed multiple multi-year municipal contracts over those years. We have been providing leaf collection services for the past 8 years and brush collection services for the past 19 years across multiple municipalities in our local area. In addition, we have had other municipal contracts including tree removal, tree pruning, emerald ash borer treatments and stump grinding over the years. We own our own building and property, and the equipment and vehicles that we utilize on these contracts are all owned by Kramer Tree Specialists. Our diversity of clients and arboriculture services and products allows us to work continually throughout the year to have continual cash flow and financial stability.

Statement of Experience

3. 44 years
4. NA
5. \$8,827,426 (2018 Revenue) \$94,050 (2019 municipal work currently under contract)

Work Specific Knowledge

6. Not applicable

Safety Risk

7. See attached
8. Explanations
 - a. Not applicable
 - b. Not applicable
 - c. Not applicable

City of St. Charles, Illinois
Ordinance No. 2019_____

An Ordinance Authorizing Amendment of Title 3 “Revenue and Finance”, Chapter 3.38, “Yard Waste User Fee”, Section 3.38.010 “User Fee” Of the St. Charles Municipal Code

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES, KANE AND DUPAGE COUNTIES, ILLINOIS, as follows:

Section 1. That Title 3 “Revenue and Finance”, Chapter 3.38 “Yard Waste User Fee”, Section 3.38.010 “User Fee”, of the St. Charles Municipal Code, is hereby deleted in its entirety and in lieu thereof the following language shall be substituted:

3.38.010 User Fee.

A user fee is hereby imposed upon single family residences or any building that contains six or fewer dwelling units, whether they be occupied or not, in the amounts \$4.48 each month for FY 19/20 through FY 23/24.

Section 2. That this Ordinance shall be in full force and effect ten (10) days from and after its passage, approval and publication in pamphlet form as provided by law. The rates set forth herein will be effective with the first billing subsequent to the effective date of this ordinance.

Section 3. That after the adoption and approval hereof this Ordinance shall (i) be printed or published in book or pamphlet form, published by the authority of the Council, or (ii) within thirty (30) days after the adoption and approval hereof, be published in a newspaper published in and with a general circulation within the City of St. Charles.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this ____ day of _____, 2019.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this ____ day of _____, 2019.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this ____ day of _____, 2019.

Raymond P. Rogina, Mayor

ATTEST:

Charles Amenta, City Clerk

COUNCIL VOTE:

Ayes: _____

Nays: _____

Absent: _____

APPROVED AS TO FORM:

City Attorney

DATE: _____