

# CITY OF BATAVIA

**DATE:** April 3, 2019  
**TO:** Committee of the Whole-CS  
**FROM:** Scott A. Haines, Street Superintendent  
**SUBJECT:** Resolution 19-052-R: Authorizing Execution of a One-Year Renewable Contract for 2019 Brush Collection Services

## Summary

The Street Division is responsible for administering the Brush Collection Services, which provides 7,700 single-family residences with curbside brush collection seven times per year from May through November.

## Background

Staff began working with Geneva and St. Charles over the winter with the plan to bid out our programs together. That process became increasingly difficult to coordinate as we got closer to the dates when each of us needed to solicit bids. With that said, each city ended up bidding our programs separately. The bid method we used was to have the contractors provide a price per single-family dwelling unit. The results of the March 13, 2019 bid opening for Brush Collection Services are as follows:

Contractor Name	Cost/Dwelling Unit/Collection	Total Season Cost/Dwelling Unit (7 Collections)	Total Season Cost for 7,700 Dwelling Units	Extended Five-Year Contract Totals
Trees "R" Us, Inc.	\$3.97	\$27.79	\$213,983.00	\$1,069,915.00
Kramer Tree Specialists, Inc.	\$4.08	\$28.56	\$219,912.00	\$1,099,560.00

Using the above bid amounts, the low bidder would be Trees "R" Us, Inc. Their experience meets the minimum requirements of the bid specification, and they stated that they have the equipment necessary to perform the collection for the City of Batavia. Trees "R" Us, Inc. has provided brush collection services for at least five other communities, and the references from each of those communities were found to be satisfactorily. Trees "R" Us, Inc. would utilize the grapple loader method to load trucks similar to the method used for the last several years. The curbside chipping method is not allowed.

In addition to the cost shown above, we required the bidders to provide Emergency Work Labor and Equipment Rates. Those rates are as follows:

Type	Trees "R" Us, Inc.	Kramer Tree Specialists, Inc.
Forman (Equipment Operator) per hour	\$ 95.00	\$95.00
Laborer (Grounds Man) per hour	\$ 95.00	\$90.00
Grapple Loader per hour	\$295.00	\$45.00
Transfer Truck per hour	\$175.00	\$40.00
Chipper and Truck per hour	\$150.00	\$45.00
Disposal of Brush or Chips per cubic yard	\$ 15.00	\$ 5.00

When comparing the Emergency Work Labor and Equipment Rates above, the labor rates are very comparable but the equipment rates are significantly different, so these numbers were analyzed. Over the last 12 years, we've had four instances when we have had to utilize the emergency labor and equipment rates. Emergency collection costs and the years they occurred were: 2007 - \$21,186.00; 2008 - \$12,581.72; 2010 - \$1,086.00; and 2012 - \$31,967.90. Using the labor and equipment hours billed from the 2012 emergency collection as the example, the chart below compares the current bid rates for emergency labor and equipment. For those who may not recall the 2012 event, we experienced a microburst primarily on the northwest side of Batavia which caused significant damage to public and private trees. The emergency collection was limited to north of Main Street and west of the river.

2012 Event	Hours	Rate	2012	2019 Kramer	2019 Trees "R" Us
Loader Truck/Driver	93.65	\$181.00	\$16,950.65	\$21,539.50	\$45,420.25
Transfer Truck/Driver	54.75	\$101.00	\$ 5,529.75	\$ 7,391.25	\$14,782.50
Tip Fee for 1650 CY		\$ 5.75	\$ 9,487.50	\$ 8,250.00	\$24,750.00
			\$31,967.90	\$37,180.75	\$84,952.75
<b>Difference</b>					<b>\$47,772.00</b>

When using the 2012 event as the example to compare the emergency labor and equipment rates for current bids, there is a significant difference between the two bidders. There is a possibility we could go through the next five years without any need to perform emergency work, and the possibility also exists that we could experience one or more events requiring emergency work. Historical data isn't necessarily indicative of future circumstances, but it is a fair assessment of past events.

**Staff Recommendation**

In summary, both contractors can perform the brush collection services for the City of Batavia. If the City Council desires to award the contact based only on the bid amount for the brush collection services without factoring in the emergency labor and equipment rates, the lowest responsible bidder would be **Trees "R" Us, Inc.** If the City Council desires to award the contract based on the brush collection services and emergency labor and equipment rates, using the most recent emergency event as the basis, the lowest responsible bidder would be **Kramer Tree Specialists, Inc.** We have consulted with the City Attorney, and he advised that either decision is appropriate. This ends up being a policy matter for the City Council to determine if we want to assume the risk of future emergency services or not.

**Recommended Committee/Council Action**

Approve Resolution 19-052-R, authorizing execution of a one-year renewable contract for the 2019 Brush Collection Services Contract with the chosen contractor.

**CITY OF BATAVIA, ILLINOIS  
RESOLUTION 19-052-R**

**AUTHORIZING EXECUTION OF A  
ONE-YEAR RENEWABLE CONTRACT  
FOR THE 2019 BRUSH COLLECTION SERVICES  
WITH KRAMER TREE SPECIALISTS, INC.  
OF WEST CHICAGO, ILLINOIS**

**WHEREAS**, the City of Batavia engages in the removal of brush for City residents;

**WHEREAS**, it is necessary for the City of Batavia to enter into a one-year renewable contract with Kramer Tree Specialists, Inc. for the 2019 Brush Collection Services in the amount of \$219,912.00;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Batavia, Kane and DuPage Counties, Illinois, as follows:

**SECTION 1.** That the Mayor and City Clerk are hereby authorized to execute a one-year renewable contract for the 2019 Brush Collection Services with Kramer Tree Specialists, Inc. attached hereto as Exhibit "A".

**CITY OF BATAVIA, ILLINOIS RESOLUTION 19-052-R**

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**PRESENTED** to and **PASSED** by the City Council of the City of Batavia, Illinois, this 15<sup>th</sup> day of April, 2019.

**APPROVED** by me as Mayor of said City of Batavia, Illinois, this 15<sup>th</sup> day of April, 2019.

\_\_\_\_\_  
Jeffery D. Schielke, Mayor

**COUNCIL VOTE:**

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Salvati				
2	Callahan					Wolff				
3	Meitzler					Chanzit				
4	Malay					Stark				
5	Uher					Theilin Atac				
6	Cerone					Russotto				
7	McFadden					Brown				
Mayor Schielke										
<b>VOTE:</b>		Ayes	Nays	Absent	Abstentions					
Total holding office:		Mayor and 14 aldermen								

**ATTEST:**

\_\_\_\_\_  
Ellen Posdleni, City Clerk



**BRUSH COLLECTION SERVICES**  
**ONE - YEAR RENEWABLE CONTRACT**

1. **THIS AGREEMENT**, made and concluded this 16<sup>th</sup> day of April, 2019, between the **City of Batavia** acting by and through **the City Council of the City of Batavia**, known as the party of the first part, and Kramer Tree Specialists, Inc., their executors, administrators, successors, or assigns, known as the party of the second part.
  
2. **WITNESSETH:** That for and in consideration of the payments and agreements mentioned in the Proposal, attached hereto, to be made and performed by the part of the first part and, according to the terms expressed in the Contract Bond referring to these presents, the party of the second part agrees with said party of the first part, at their own proper cost and expense, to do all the work, furnish all materials, and all labor necessary to perform the **Brush Collection Services** in accordance with the plans, specifications, and special provisions hereinafter described and in full compliance with all of the parts of this agreement and the requirements of the Street Superintendent under it.
  
3. And it is also understood and agreed to that the Contract Documents for the **Brush Collection Services** attached hereto, constitute all essential documents of this contract and are a part thereof.
  
4. This contract shall have a term of one year from the effective date, provided, however, at the end of the first-year term (if so extended), at the end of the second-year term (if so extended), at the end of the third-year term (if so extended), and at the end of the fourth-year term (if so extended), the contract shall automatically extend for another one-year term unless either party notifies the other party in writing of its decision not to extend the contract no later than sixty days prior to the date the contract is due to automatically terminate.
  
5. **IN WITNESS WHEREOF**, the said parties have executed these presents on the date above mentioned.

For the Owner,  
Party of the First Part

**City of Batavia**

\_\_\_\_\_  
Attest: Ellen Posledni, City Clerk  
(Corporate Seal)

By: \_\_\_\_\_  
Jeffery D. Schielke, Mayor



For the Contractor,  
Party of the Second Part

Kramer Tree Specialists, Inc.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

President, Party of Second Part

\_\_\_\_\_  
Attest:

\_\_\_\_\_  
Secretary