

SANGAMON COUNTY, ILLINOIS

ORDINANCE
NUMBER 24-19

AN ORDINANCE ACCEPTING A BID FOR PICKLEBALL COURTS FENCING

DAVE KIMSEY, Village President
DAN HOLDEN, Village Clerk

KRISTEN CHIARO
MEREDITH FERGUSON
JOHN FLETCHER
BRETT GERGER
TIM NICE
CARL TRY
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Chatham
on June 11, 2024

Sorling Northrup – 1 N. Old State Capitol Plaza, Suite 200, Springfield, IL 62701

ORDINANCE NO. 24-19

AN ORDINANCE ACCEPTING A BID FOR PICKLEBALL COURTS FENCING

WHEREAS, the Village of Chatham (“Village”) is an Illinois Municipal Corporation existing and operating under the Illinois Municipal Code and the laws of the State of Illinois; and

WHEREAS, the Village solicited bids for fencing of the pickleball courts in South Park; and

WHEREAS, the Village solicited bids in accordance with Illinois law for proposals from companies willing and able to provide the services requested; and,

WHEREAS, the bid documents made clear that the Village reserved the right to accept or reject any and/or all parts of the bid; and,

WHEREAS, the Village received two bids; one from AMCO Fence Co. Inc. in the amount of \$61,376.00; and a second from Heneghan Construction Services, LLC in the amount of \$80,202.76; and

WHEREAS, the Village wishes to award the bid to AMCO Fence Co. Inc. in the amount of \$61,367.00 as shown on **Exhibit A**; and,

WHEREAS, the Board of Trustees of the Village believe it is in the best interest of the Village to accept the bid from AMCO Fence Co. Inc. as summarized.

NOW THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Chatham, Sangamon County, Illinois, as follows:

Section 1. Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Resolution as if fully set forth in this Section 1.

Section 2. Acceptance of Bid. The Village hereby approves the bid from AMCO Fence Co. Inc. in the amount of \$61,376.00 as further shown in the bid attached hereto as **Exhibit A**. Any and all bids and parts thereof not explicitly approved by this Ordinance are hereby rejected.

The Village authorizes the Village Manager and/or Village President, or designee of either, to execute any documents necessary to complete the purchases contemplated therein.

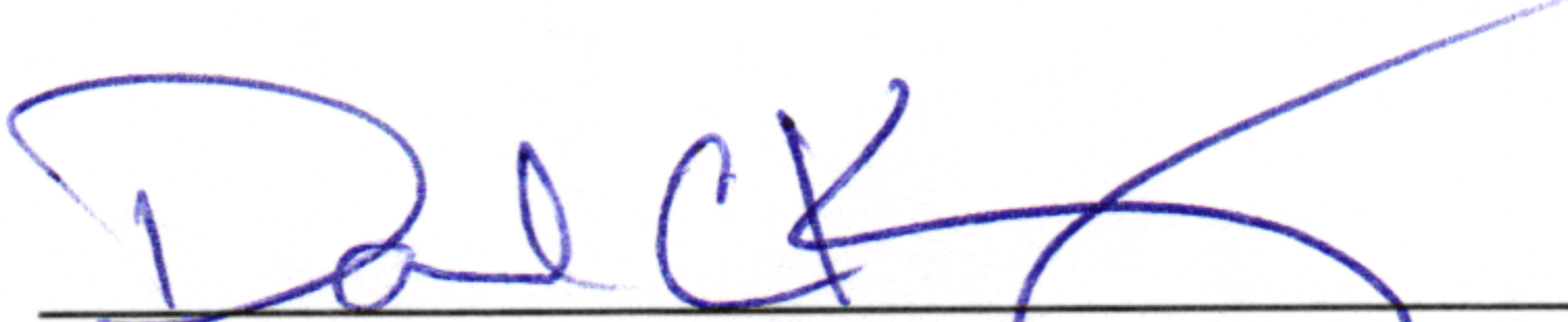
Section 3. Severability. In the event a court of competent jurisdiction finds this ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this ordinance and the application thereof to the greatest extent permitted by law.

Section 4. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or causes of action which shall have accrued to the Village of Chatham prior to the effective date of this ordinance.

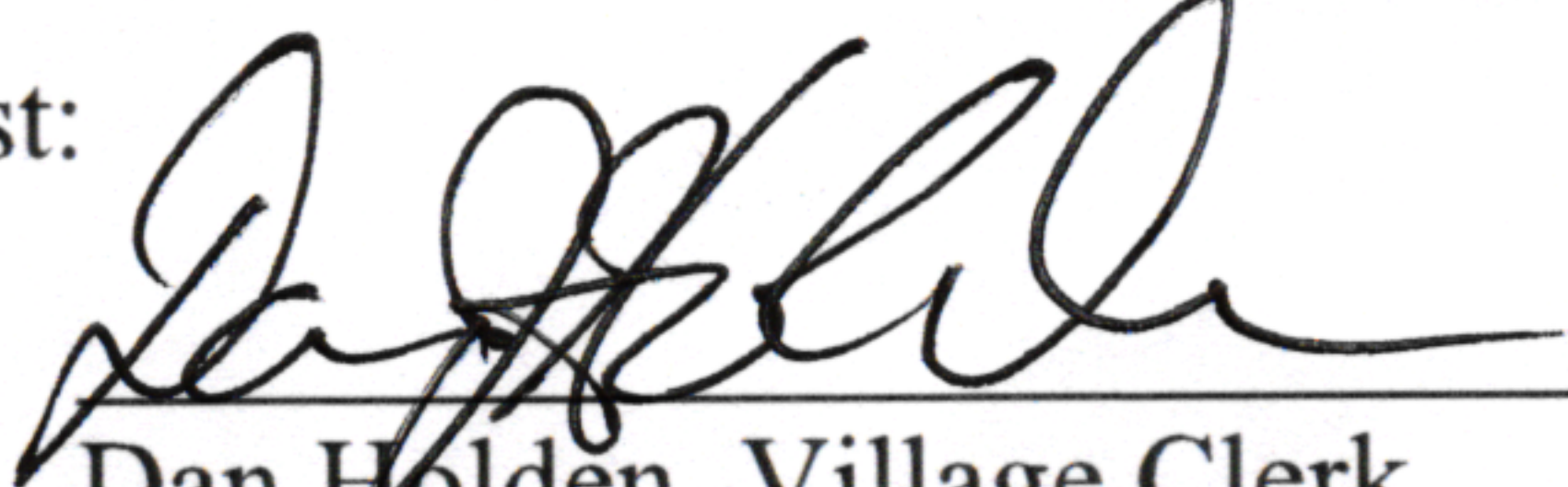
Section 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

	AYE	NAY	ABSTAIN	ABSENT
KRISTEN CHIARO	✓			
MEREDITH FERGUSON	✓			
JOHN FLETCHER				✓
BRETT GERGER				✓
TIM NICE	✓			
CARL TRY	✓			
DAVE KIMSEY				
TOTAL	4	0	0	2

APPROVED by the President of the Village of Chatham, Illinois this 11^h day of June, 2024.



 Dave Kimsey, Village President

Attest: 

 Dan Holden, Village Clerk

EXHIBIT A

STANDARD FORM OF PROPOSAL

TO THE OWNER, VILLAGE OF CHATHAM

1. Proposal of AMCO Fence Co., Inc
(Name and Address of Bidder)
2919 S. MacArthur Blvd.
Springfield, IL 62704
for PICKLE BALL COURT FENCING - SOUTH PARK

2. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein, and that the proposal is made without collusion with any other person, firm, or corporation.

3. The undersigned further declares that he has carefully examined the Proposal, Plans, Specifications, form of CONTRACT and Contract Bond, and Special Provisions (if any), and that he has familiarized himself with all of the local conditions affecting the CONTRACT and the detailed requirements and understands that in making this Proposal he/she waives all right to plead any misunderstanding regarding the same.

4. The undersigned further understands and agrees that if this Proposal is accepted he/she is to furnish and provide all necessary machinery, tools, apparatus, and other means to furnish the equipment and materials specified in the CONTRACT in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.

5. The undersigned further agrees that the ENGINEER may, at any time during the progress of the WORK covered by this CONTRACT, order other work or materials. All such work and materials that do not appear in the proposal or CONTRACT as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this CONTRACT, shall be performed as Extra Work, per Section 6-4. Compensation shall be paid in accordance with Section 6-4.

6. The undersigned further agrees to execute a CONTRACT for this WORK and present the same to the OWNER within fifteen (15) days after the receipt of Notice of Award of the CONTRACT by him.

7. The undersigned further agrees to begin WORK not later than the date specified in the Notice to Proceed, and to prosecute the WORK in such manner and with sufficient materials, equipment, and labor as will insure its completion within the Contract Time specified herein, it being understood and agreed that the completion within the Contract Time is an essential part of the CONTRACT. The undersigned agrees to complete the WORK within the time period stated in the Standard Form of the "Notice to Bidders" unless additional time shall be granted by the ENGINEER in accordance with the provisions of the Specifications. In case of failure to complete the WORK within the time named herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the OWNER shall withhold, from such sums as may be due him/her under the terms of this CONTRACT, the costs set forth in the Specifications, which costs shall be considered and treated not as a penalty but as damages due to the OWNER from the undersigned by reason of inconvenience to the public, added cost of engineering and supervision, maintenance of detours, and other items which have caused an

expenditure of funds resulting from the failure of the undersigned to complete the WORK within the CONTRACT Time.

8. Accompanying this Proposal is a bank draft, bank cashier's check, certified check, or bid bond complying with the requirements of the specifications made payable to

Not Applicable

The amount of the Not Applicable

If this proposal is accepted and the undersigned shall fail to execute a CONTRACT and Contract Bond as required herein, it is hereby agreed that the amount of the check or draft or bidder's bond substituted in lieu thereof, shall become the property of the OWNER, and shall be considered as payment of damages due to delay and other causes suffered by the OWNER because of the failure to execute said CONTRACT and Contract Bond; otherwise said check or draft, or bidder bond substituted in lieu thereof shall be returned to the undersigned.

~~ATTACH BID BOND, BANK DRAFT, BANK CASHIER'S CHECK
OR CERTIFIED CHECK HERE~~

In the event that one check or draft is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guarantees of the individual sections covered.

**VILLAGE OF CHATHAM, IL
CHATHAM PARKS
PICKLE BALL COURT FENCING – SOUTH PARK**

9. Proposal to furnish and install items as specified in this RFP for the following Unit Price amounts. Contractor shall supply the following breakdown of costs.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	6' tall perimeter fencing, Galvanized	828	LF	\$ <u>39.83/ft</u>	\$ <u>32,980</u>
2.	4' tall internal fencing, Galvanized	408	LF	\$ <u>28.68/ft</u>	\$ <u>11,700</u>
3.	6' tall- 4' opening Single Gate, Galvanized	4	Each	\$ <u>400</u>	\$ <u>1,600</u>
4.	6' tall- 8' opening Double Gates, Galvanized	2	Each	\$ <u>500</u>	\$ <u>1,000</u>
TOTAL BASE BID				\$	<u>47,880</u> ←
ALTERNATE ITEMS					
Alt 1	8' tall perimeter fencing, galvanized	828	LF	Add \$6/ft	\$ 4,968
Alt 2	6' tall perimeter fencing black	828	LF	Add \$4/ft	\$ 3,312
Alt 3	8' tall perimeter fencing black	828	LF	Add \$10/ft	\$ 8,280 ←
Alt 4	4' tall internal fencing black	408	LF	Add \$2/ft	\$ 816 ←
Alt 5	6' tall- 4' opening Single Gate, Black	4	EACH	\$400	\$ 1,600
Alt 6	8' tall- 4' opening Single Gate, Black	4	EACH	\$600	\$ 2,400 ←
Alt 7	8' tall- 4' opening Single Gate, Galvanized	4	EACH	\$600	\$ 2,400
Alt 8	6' tall- 8' opening Double Gates, Black	2	EACH	\$900	\$ 1,800
Alt 9	8' tall- 8' opening Double Gates, Black	2	EACH	\$1,000	\$ 2,000 ←
Alt 10	8' tall- 8' opening Double Gates, Galvanized	2	EACH	\$900	\$ 1,800

Alternate bids shall reflect the additional cost (not the total cost) above the base bid price to provide the alternate product option. The base bid for fencing reflects the total perimeter distance of the fencing without gates. The addition of gates shall subtract the pricing of fencing that the gates will replace.

Proposal Form - 3
\$ 61,376⁰⁰
 TOTAL

Total Base Bid Amount: \$ Forty-seven thousand eight hundred and eighty and 00/100
(in writing)

*Provided base bid amount will be used for project scope and funding limitations, however final selection of the contractor shall take into consideration the total cost for alternate bid item prices for the selected improvements by the village and award to the subsequent bidder.

10. BIDDERS are required to submit with their Unit Price Cost Proposal the following items: Additional information can be provided by BIDDERS on separate page(s), but the information in items 10.a. to 10.c. below must be completed.

a. Drawings:
1) Shop Drawings/Catalog Cuts showing all material sources shall be provided.

b. Warranty terms (minimum 2-years):
1) Conditions: _____
2) Exceptions: _____

c. Scheduled Date of Construction Completion:
August 1st, 2024

11. Construction Schedule: Timing of this project with other work activities is critical. Construction activities shall be scheduled between July 15 and August 1, 2024.

12. Exceptions to Contract Documents (if any):

13. STANDARD FORM OF PROPOSAL

(Seal)

(If an Individual)

Signature of Bidder _____

Business Address _____

(If a Partnership)

(Seal)

Firm Name _____

Signed By _____ (Seal)

Business Address _____

(Insert Names and

Address of all

Partners of the

Firm)

(If a Corporation)

Corporate Name Amco Fence Co., Inc.

Signed By William Christofilakis
(President)

Business Address 2919 S. MacArthur Blvd.
Springfield, IL 62704

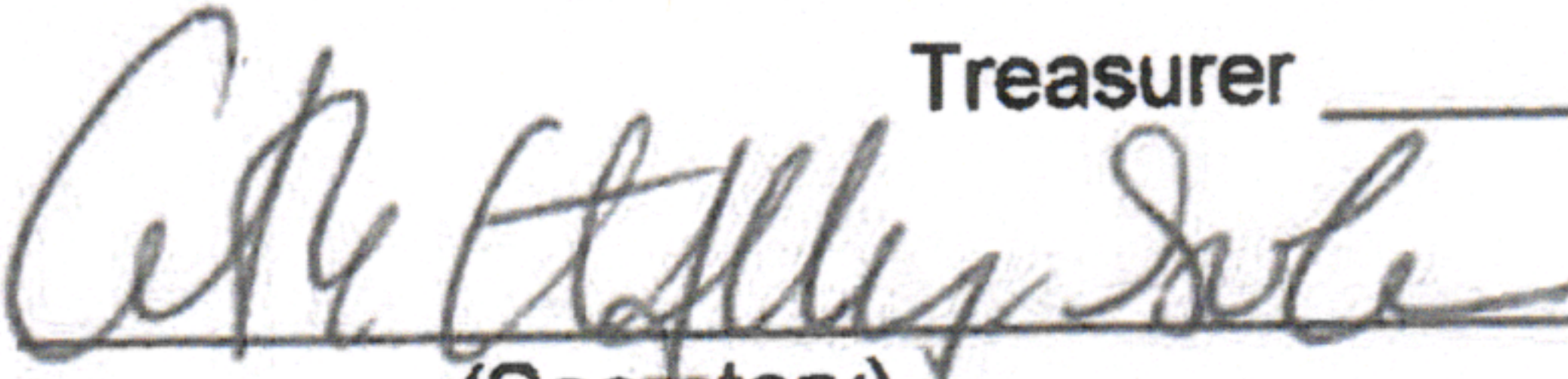
(Corporate Seal)

(Insert Names of
Officers)

President Lillian Christofilakas

Secretary Catherine Christofilakas-Jole

Treasurer _____

Attest: 
(Secretary)

(If a Joint-Venture)

Corporate Name _____

Signed By _____
(President)

Business Address _____

Corporate Name _____

Signed By _____
(President)

Business Address _____

Corporate Name _____

Signed By _____
(President)

Business Address _____

Corporate Name _____

Signed By _____
(President)

Business Address _____