

SANGAMON COUNTY, ILLINOIS

ORDINANCE
NUMBER 22-**21**

AN ORDINANCE APPROVING A BID TO REPAIR WEST PARK PAVILION

DAVE KIMSEY, Village President
DAN HOLDEN, Village Clerk

KRISTEN CHIARO
ANDREW DETMERS
MEREDITH FERGUSON
JOHN FLETCHER
BRETT GERGER
TIM NICE
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Chatham
on May 24, 2022

Sorling Northrup – 1 North Old State Capitol Plaza, Suite 200, P.O. Box 5131, Springfield, IL 62705

ORDINANCE NO. 22- 21

AN ORDINANCE APPROVING A BID TO REPAIR WEST PARK PAVILION

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 requested bids for the rehabilitation of its pavilion at Westside Park in Chatham, Illinois; and

WHEREAS, the Village issued a request for proposal for sealed bids for the project described herein; and,

WHEREAS, the Village received the following two bids: (i) Mendenhall Construction, Inc. for \$55,185.00 and (ii) CAD for \$76,234.00; and,

WHEREAS, the Village intends to accept the low bid from Mendenhall Construction, Inc.; and,

WHEREAS, the Village has budgeted sufficient funds for this project; and,

WHEREAS, the Board of Trustees of the Village believe it is in the best interest of the Village to accept the bid from Mendenhall Construction, Inc. as attached hereto.

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 Ordinance as if fully set forth in this Section 1.

Section 2. Acceptance of Bid. The Village hereby approves bid from Mendenhall Construction, Inc. in the amount of \$55,185.00 as further described in the attached **Exhibit A**. Any and all quotes 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. Effectiveness. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

SO ORDAINED this 24 day of May, 2022, at Chatham, Sangamon County, Illinois.

	AYE	NAY	ABSTAIN	ABSENT
KRISTEN CHIARO	✓			
ANDREW DETMERS	✓			
MEREDITH FERGUSON	✓			
JOHN FLETCHER	✓			
BRETT GERGER				✓
TIM NICE	✓			
DAVE KIMSEY				
TOTAL	5	-	-	1


 Dave Kimsey, Village President

Attest:



 Dan Holden, Village Clerk

EXHIBIT A

MENDENHALL CONSTRUCTION, INC. BID

STANDARD FORM OF PROPOSAL

TO THE OWNER, VILLAGE OF CHATHAM

1. Proposal of Mendenhall Construction, Inc.
(Name and Address of Bidder)
17563 Mech-Ulligo Rd. Bull Lake, IL 62515

for PAVILION REHABILITATION- WESTSIDE 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 waives all right to plead any misunderstanding regarding the same.

4. The undersigned further understands and agrees that if this Proposal is accepted he 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 7-4. Compensation shall be paid in accordance with Section 7-4.

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. 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 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 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

Village of Chatham

The amount of the Bid Bond is 5% of bid amount

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
PAVILION REHABILITATION- WESTSIDE PARK**

9. Proposal to furnish and install materials as specified in this RFP for the following Lump Sum amount. Contractor shall supply the following breakdown of costs.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Demolition	1	LS	\$ _____	\$ <u>4,500.00</u>
2.	Roofing	1	LS	\$ _____	\$ <u>10,600.00</u>
3	Soffit and Gable	1	LS	\$ _____	\$ <u>14,300.00</u>
4	Ceiling	4	LS	\$ _____	\$ <u>8,100.00</u>
5	Columns	1	LS	\$ _____	\$ <u>12,700.00</u>
6.	Painting	1	LS	\$ _____	\$ <u>4,985.00</u>
				\$ _____	\$ <u>55,185.00</u>
Total Base Bid					\$ _____
Alt 1	N/A			\$ _____	\$ _____

Total Base Bid Amount \$ 55,185.00
 (Required) Fifty-five thousand one hundred eighty-five & no cents
 (in writing)

10. BIDDERS are required to submit with their Lump Sum Cost Proposal for a singular Base Bid package at a minimum, and three Base Bid packages at a maximum with Alternates listed separately. 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 equipment with selected color scheme and style shall be provided.
- b. Schedule of supplier or manufacture representative oversight necessary to meet minimum 5-year equipment warranty required due to Owner Installation.

- c. Warranty terms (minimum 5-years):
 - 1) Conditions: _____

2) Exceptions: _____

d. Scheduled Date of Material Delivery:

11. Delivery Schedule: Materials selection shall be submitted to the OWNER within four (4) weeks after the Notice to Proceed is issued. OWNER has anticipated a lead time of eight (8) weeks for material procurement after the submittals are approved. BIDDER shall certify by signing this Proposal Form that the entire package of Pavilion Rehabilitation as described herein shall be delivered to the Village of Chatham, at the respective park location as designated within the village corporate limits, by no later than August 16, 2022.

If the BIDDER cannot meet this anticipated schedule, he/she shall note as an exception to their Proposal and state the certified date that the equipment will be delivered by. If BIDDER fails to meet the delivery schedule noted above or as an exception, OWNER reserves the right to enforce a daily penalty of \$100 per calendar day past the scheduled delivery date.

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 Mendenhall Construction, Inc.

Signed By Eugene Mendenhall
(President)

Business Address 17563 Meck-Ellogg Rd. Buffalo, IL 62515

(Corporate Seal)

(Insert Names of
Officers)

President _____

Secretary _____

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 _____

Mendenhall Construction, Inc.

17563 Mechanicsburg-Illiopolis Rd.
Buffalo, IL. 62515
P.217-364-5614 C.217-306-5969

Contract/Proposal

CP C92195

Date: May 2, 2022

Village of Chatham
116 E. Mulberry St.
Chatham, IL. 62629

Chatham Parks/ Pavilion Rehabilitation – Westside Park

Remove existing shingles, felt paper, and drip edge
Remove and replace unforeseen damaged roof sheathing (performed upon a time and material cost)
Install new drip edge, synthetic felt paper, and water and ice shield at eaves
Install Certainteed Landmark simulated shake shingles and ridge cap (weatherwood color)
Remove and replace damaged wood soffit sections (estimated 24')
Remove wood siding panels from west gable
Install 1/2" OSB sheathing on west gable
Install moisture barrier/ siding backer on gables
Install 16" solid aluminum soffit panels and J-trim on all overhanging soffits (clay color)
Install 6" fascia cover on perimeter fascia boards (clay color)
Install James Hardie fiber cement siding and trims (prefinished with 7" exposure)
Remove and replace damaged or missing sections of plywood on ceiling (estimated 6- 4x8 sheets)
Prime new wood repairs 1 coat
Paint ceiling 2 coats Sherwin Williams Duration Exterior Acrylic Latex (self priming paint)
Remove and replace 2- 6x6 posts as per drawings
Repair all lower post areas with exterior wood filler
Install cedar 1 x post cladding on all posts
Prime all posts 1 coat and paint 2 coats (Duration paint)
Scrape loose paint from remaining exposed wood surfaces and paint 2 coats (Duration paint)
Dispose of all removed debris

*Unforeseen wood sheathing damage below roofing shall be replace at a time and material figure of \$125.00 per 4'x8' sheet replaced. Pictures of damage and repair will be documented and additional costs shall be added to total due upon completion. Proposal is for listed procedures only.

Material & Labor: \$55,185.00

Method of Payment:

- 1- \$16,000.00 Upon acceptance of Contract at start date
- 2- \$23,000.00 Upon completion of Demolition/ Roofing/ and Soffit and gable
- 3- \$16,185.00 Upon completion of listed procedures, Any additions will be added to this total and due at this time

All work shall be performed in accordance with prevailing wage rates. Certified payroll will be submitted within 30 days after job completion. All total amounts are due as stated. 5.00% interest will be added to total due amount if payment is not received on time. Further fees and interest may be applied. If in an agreement with the terms and conditions, please sign and return in order to schedule work to be performed. Please contact Russ at 217-306-5969 with any questions regarding proposal.

Signature

Date

Thank You,

Mendenhall Construction, Inc.

Mendenhall Construction, Inc.

17563 Mechanicsburg-Illiopolis Rd.
Buffalo, IL. 62515
P.217-364-5614 C.217-306-5969

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Signature

Date

Thank You,

Mendenhall Construction, Inc.

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Landmark's dual-layered construction provides depth and dimension, along with extra protection from the elements. Widest array of colors in the industry.

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- **StreakFighter[®] 10-year algae resistance**
- **Lifetime limited warranty**
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Includes materials and labor costs
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- ASTM D3161 Class F

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- UL certified to meet ASTM D3462
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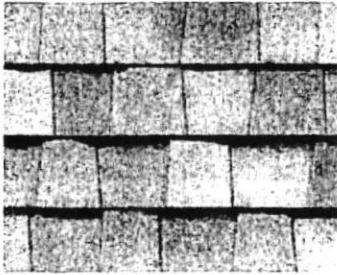
Wind Driven Rain Resistance:

- Miami-Dade Product Control Acceptance

Acceptance Quality Standards:

- ICC-ES-ESR-1389 & ESR-3537

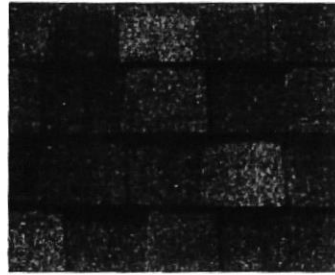
LANDMARK® COLOR PALETTE



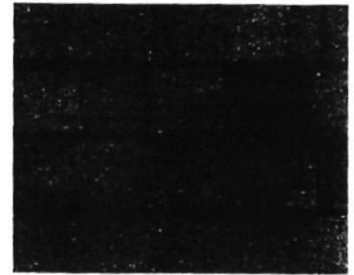
Silver Birch



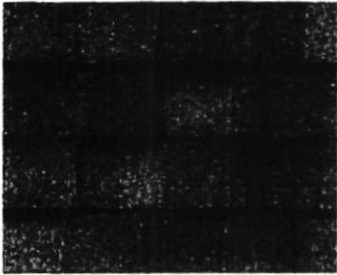
Cobblestone Gray



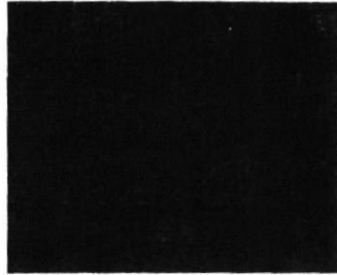
Georgetown Gray



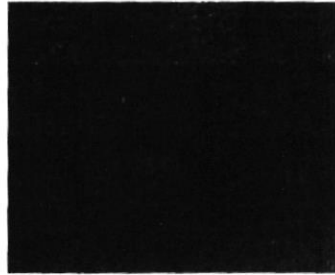
Colonial Slate



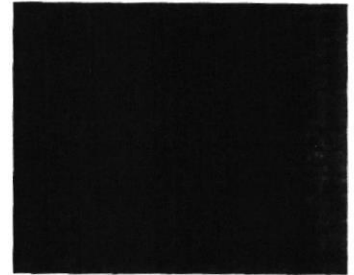
Weathered Wood



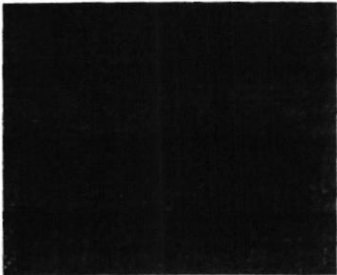
Driftwood



Pewter



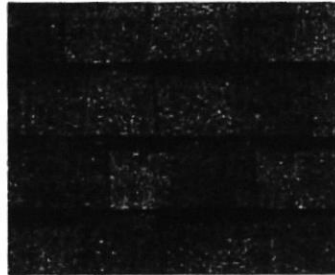
Moire Black



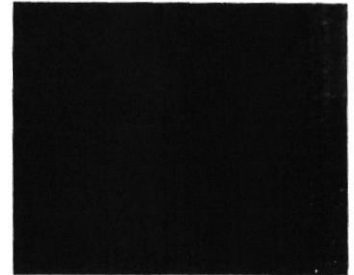
Heather Blend



Burnt Sienna



Resawn Shake



Hunter Green

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EXPOSURES:	5"	7"
	12"	5.25"
	10.75"	4"
	7.25"	9.25"
	6"	8"

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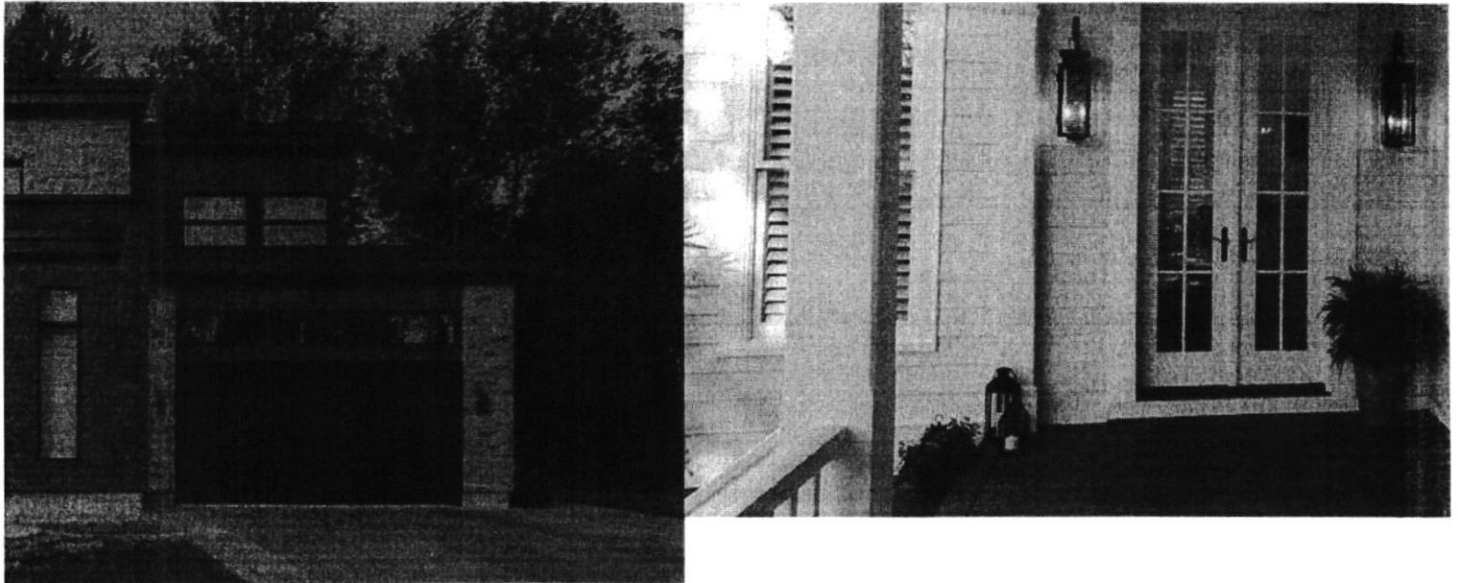
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ColorPlus® Technology

Effective April 2021

1. LIMITED WARRANTY COVERAGE - FINISH: James Hardie Building Products Inc. ("Hardie") warrants for installation within the U.S. (except Alaska), Puerto Rico and Canada (except Yukon Territory, Northwest Territories, and Nunavut) to the purchaser and all transferees prior to and including the first owner of the structure to which the Product is applied and the first transferee of such structure (each a "covered person") that the finish on Hardie Product with ColorPlus® Technology (the "Finish") will be free from manufacturing defects. When used for its intended purpose, properly installed and maintained according to Hardie's published instructions, Hardie warrants that the Finish, for a period of 15 years from the date of purchase: (a) will not peel (b) will not crack, and (c) will not chip. Hardie, in its sole liability and in lieu of any direct, indirect or consequential damages will, during the first year, reimburse the covered person for reasonable fees for paint and labor (an amount not to exceed \$1.00 per square foot) for repair of the damaged portion of the finish. During the 2nd through 15th year, the warranty payment shall be reduced by 6.67% such that after the 15th year no warranty shall be applicable. Hardie's replacement of the defective Product or granting of a refund pursuant to Section 1 of this Warranty SHALL BE THE SOLE EXCLUSIVE REMEDY available to the covered person with respect to any defect.

2. WHAT YOU MUST DO/ CONDITIONS OF WARRANTY: Hardie's liability hereunder to the covered person shall be subject to the following terms and conditions:

- A. The claimant must provide proof that he/she is a covered person.
- B. The Product must be stored according to the manufacturer's instructions at all times between purchase and installation. Installing wet Product may result in staining or shrinkage, neither of which is covered under the terms of this warranty.
- C. The Product must be installed according to Hardie's printed installation instructions and all building codes adopted by federal, state or local governments or government agencies and applicable to the installation. Failure to install and finish the Product per the manufacturer's

published instructions may affect Product performance and affect remedies available under this warranty.

- D. The covered person must provide written notice to Hardie within 30 days after discovery of any claimed defect or failure covered by this Warranty and before beginning any permanent repair. The notice must describe the location and details of the defect and such information as is necessary for Hardie to investigate the claim. Photos of the Product, showing the defect or failure, must accompany the notice. Product samples may be required by the Hardie Claims Department.
- E. Upon discovery of a possible defect or failure, the covered person must immediately, and at the covered person's own expense, provide for protection of all property that could be affected until the defect or failure is remedied. Before any permanent repair to the Product, the covered person must allow Hardie or Hardie's agent to enter the property and structure where the Product is installed, and examine, photograph and take samples of the Product.

3. EXCLUSIONS: This Warranty does not cover damage or defects resulting from, or in any way attributable to: (a) the improper storage, shipping, handling or installation of the Product (including, without limitation, failure of the Product to be installed in strict compliance with the terms and conditions set forth in Section 2 (c) of this warranty) (b) neglect; (c) abuse; (d) misuse; (e) repair or alteration; (f) settlement or structural movement and/or movement of materials to which the Product is attached; (g) damage from incorrect design or construction of the structure; (h) exceeding the maximum designed wind loads; (i) acts of God including, but not limited to, hurricanes, tornados, floods, earthquakes, severe weather or other natural phenomena, (including, but not limited to, unusual climate conditions); (j) efflorescence or performance of any paints and/or coatings which are not Hardie; (k) growth of mold, mildew, fungi, bacteria, or any organism on any surface of the siding (whether on the exposed or unexposed surfaces) and in this respect, ANY CLAIMS OF DAMAGE CAUSED BY MOLD



JamesHardie

Homeowner Care and Maintenance Tips

PATCHING

Fill dents, chips and cracks using a good quality cement patching compound (acrylic mortar patch) which can be found at your local Home Center or Hardware Store.

PRODUCT REPLACEMENT

Replace siding and trim products in accordance with James Hardie's written installation instructions.

CAULK REPLACEMENT

When caulk is in need of replacing, carefully remove existing caulk and replace with a high quality, paintable latex caulk. For best results, use a latex caulk that complies with ASTM C834 or better. Caulking should be applied in accordance with the caulking manufacturer's written application instructions.

PAINT MAINTENANCE

Remove any damaged, chipped or cracked paint. Prior to repainting, make sure that the surface area is properly cleaned. Repaint immediately using a good quality 100% acrylic paint. For best results, please refer to your paint manufacturer's written specifications for application rates and required topcoats.

Call 1-800-9-HARDIE or visit www.JamesHardiePros.com to obtain written installation requirements or for more detailed technical information.

OR MILDEW ARE EXPRESSLY EXCLUDED; (l) lack of proper maintenance; and (m) any cause other than manufacturing defects attributable to Hardie. This Warranty does not cover fading or chalking of the Finish due to normal weathering. Normal weathering is defined as exposure to sunlight and extremes of weather and atmosphere, which will cause any painted surface to gradually fade, chalk or accumulate dirt over time. This Warranty will cover the Finish against excess color change beyond normal weathering. Excess color change is defined as a change in color of the Finish by greater than four (4) delta E units within the first three (3) years of install of the Hardie Product(s) with ColorPlus® Technology. Hardie shall have sole discretion to determine whether the Hardie Product(s) with ColorPlus® Technology exhibits excess color change.

4. NO WAIVER: Hardie may, in its sole discretion, extend benefits beyond what is covered under this Limited Warranty. Any such extension shall apply only to the specific instance in which it is granted, and shall not constitute a waiver of Hardie's right to strictly enforce the exclusions, disclaimers, and limitations set forth herein for any or all other circumstances.

5. DISCLAIMER: The statements in this Warranty constitute the only warranty extended by Hardie for the Product. HARDIE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT WHERE PRODUCT PURCHASE IS SUBJECT TO CONSUMER PRODUCT WARRANTY LAW, IN WHICH INSTANCES THE DURATION OF ANY APPLICABLE IMPLIED WARRANTIES ARE LIMITED TO THE FIRST ELAPSE OF THE WARRANTY PERIOD PROVIDED ABOVE, OR SUCH SHORTER PERIOD AS APPLICABLE LAW PERMITS OR REQUIRES. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. NO OTHER WARRANTY WILL BE MADE BY OR ON BEHALF OF THE MANUFACTURER OR THE SELLER OR BY OPERATION OF LAW OR BY USAGE OF TRADE OR COURSE OF DEALING WITH RESPECT TO THE PRODUCT OR ITS INSTALLATION, STORAGE, HANDLING, MAINTENANCE, USE, REPLACEMENT OR REPAIR. This Warranty gives

you specific legal rights and you may also have other rights which vary from state to state.

6. EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES: IN NO EVENT SHALL HARDIE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NONDELIVERY OF THE PRODUCT, FROM THE USE, MISUSE, OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

7. MODIFICATIONS AND ALTERATIONS OF PRODUCT: Hardie shall have no responsibility hereunder for defective Product subjected to further processing or alteration after shipment.

8. SETTLEMENT OF CLAIM: Any refund or material replacement by Hardie pursuant to Section 1 hereof shall constitute a full settlement and release of all claims of any covered person hereunder for damages or other relief, and shall be a complete bar to any litigation filed subsequently to the covered person's acceptance of such an agreement.

9. MODIFICATION OR DISCONTINUATION OF PRODUCTS: Hardie reserves the right to discontinue or modify the Product at any time without notice. In the event that replacement of the Product pursuant to this Limited Warranty is not possible, Hardie will fulfill any refund or replacement obligation under this Limited Warranty with a Hardie Product of equal or greater value.

COMPLETE AND SAVE FOR YOUR OWN RECORDS

Name of Owner _____

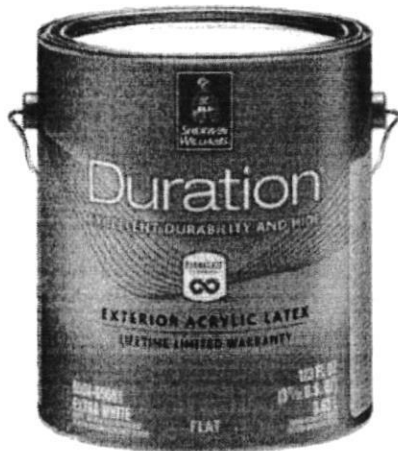
Installation Address _____

Name of Installing Contractor _____

Date Installed _____ Contractor Phone Number _____



Product Details



DURATION EXTERIOR ACRYLIC LATEX

OVERALL RATING

Product Details

OVERALL RATING

- Excellent durability and hide.
- Formulated with **BermaLast®** technology for more durability and a thicker coat than ordinary latex paint.
- Excellent protection from cracking, peeling and blistering.
- Flash rust resistance minimizes nail head rusting and corrosion. **Flash Rust Resistance** is better than conventional latex paints.
Sheen: **Flat**
- Self-priming – use one coat for repaints and two coats for unprimed surfaces.
Base: **Extra White**
- Low temperature application down to 35° F.
- Sherwin-Williams VinylSafe® paint colors allow you the freedom to choose from 100 color options,
List Price: \$88.99
including a limited selection of darker colors
Price with Coupon: \$66.74
formulated to resist warping or buckling when applied to sound, stable vinyl siding.
Save 25%
- Sales Number: 6504-05681
Available in flat, satin, gloss, and Low Lustre
Product Number: K32W00251
- Backed by a lifetime limited warranty.

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OK

Ask **SHERWIN-WILLIAMS**™

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER



ILLINOIS NATIONAL BANK
322 E. Capitol, Springfield, IL 62701

CASHIERS CHECK

179997

Contract #C92195

70-933
711

Remitter : Mendenhall Construction Inc

DATE

AMOUNT

PAY ***2,759 DOLLARS AND 25 CENTS***

May 10, 2022

\$2,759.25

WZ518204-04-19

Village of Chatham

VOID AFTER 90 DAYS

TO
THE
ORDER
OF



Jordan Halladay
AUTHORIZED SIGNATURE

MP

Security Features Included Details on back

THE BACK OF THIS DOCUMENT CONTAINS CHECK SECURITY WATERMARK AND COIN REACTIVE INK

⑈ 179997 ⑈ ⑆ 071109338 ⑆

2000 18 ⑈