

SANGAMON COUNTY, ILLINOIS

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ORDINANCE  
NUMBER 22- 22

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**AN ORDINANCE APPROVING A BID TO INSTALL FENCING AT WEST PARK  
BALL FIELDS**

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DAVE KIMSEY, Village President  
DAN HOLDEN, Village Clerk

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

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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. 22-22

**AN ORDINANCE APPROVING A BID TO INSTALL FENCING AT WEST PARK BALL FIELDS**

**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 furnishing and installation of a chain link fence 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 one bid from Amco Fence Company, Inc. with a total base bid of \$29,980.00 and three alternative proposals; and,

**WHEREAS**, the Village intends to accept this bid from Amco Fence Company, Inc.; and,

**WHEREAS**, the Village has budgeted sufficient funds for the purchase of this fence; 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 Company, 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 Amco Fence Company, Inc. in the amount of \$29,980.00 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	0	0	1

  
 Dave Kimsey, Village President

Attest:

  
 Dan Holden, Village Clerk

**EXHIBIT A**

**AMCO FENCE COMPANY, INC. BID**

**VILLAGE OF CHATHAM, IL  
CHATHAM PARKS  
FENCING FURNISH AND CONSTRUCT- WESTSIDE PARK**

**NOTICE OF REQUEST FOR PROPOSALS**

1. Time and Place for Opening of Proposals: Proposals for the supplying equipment designated as the **VILLAGE OF CHATHAM, CHATHAM PARKS, FENCING FURNISH AND INSTALLATION- WESTSIDE PARK** at the Village of Chatham as described herein will be received at the Village of Chatham, Village Hall, 116 East Mulberry Street, Chatham, IL 62629 until 2:00 p.m., May 10, 2022 and at that time publicly read. Bids shall be sealed, with the outside of the envelope including the respective bidder's name and contact information and clearly labeled: Village of Chatham; Sealed Bid Fencing Furnish and Installation- Westside Park.
  
2. Description of Work: The proposed work is for furnishing and installing chain link fence, and accessories and is officially known as the, **VILLAGE OF CHATHAM, CHATHAM PARKS, FENCING FURNISH AND CONSTRUCT – WESTSIDE PARK**, Chatham, Illinois.

The project shall consist of furnishing and installing chain link fencing systems as described that when assembled and installed, will be a complete and functional. Labor and installation are included as part of this Request for Proposals and shall be subject to the Illinois Department of Labor Prevailing Wages for such work. Materials and installation shall follow the applicable Sections of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition. Scope of work in this request for proposals includes the following for the respective sites within Westside Park:

Small Ball Diamond

1. Backstop: Install 60 foot total of 20 foot high, 9-gauge zinc coated steel chain-link fencing.
2. Base Lines: Install 130 foot (65 foot each side) of 8 foot high, 9-gauge zinc coated steel chain-link fencing.

(Minimum 5-year warranty on furnished equipment and materials)

Large Ball Diamond

1. Backstop: Install 60 foot total of 20 foot high, 9-gauge zinc coated steel chain-link fencing.
2. Base Lines: Install 130 foot (65 foot each side) of 8 foot high, 9-gauge zinc coated steel chain-link fencing.

(Minimum 5-year warranty on furnished equipment and materials)

Alternate Bid

1. Small Ball Diamond Outfield: Install 290 foot of 6 foot high, 9-guage zinc coated steel chain-link fencing.
  2. Large Ball Diamond Outfield: Install 368 foot of 6 foot high, 9-guage zinc coated steel chain-link fencing.
  3. Same work as listed above (base bids and alternates) with an option for black polyvinyl chloride (PVC)- coated steel.
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3. Method of Payment: Lump Sum total, following a contractor-supplied schedule of values for the work to be completed.
  4. Instruction to Bidders: (a) Proposal forms may be obtained from the Village of Chatham; <https://www.chathamil.gov/site-page/bids-rfps-rfqs> (b) All proposals must be accompanied by a bid bond, bank cashier's check, bank draft or certified check for not less than five percent (5%) of the amount of the bid. (c) Questions concerning this proposal may be submitted to Dustin Patterson via email or phone: [dpatterson@chathamil.gov](mailto:dpatterson@chathamil.gov) or 217-697-5805. (d) All items listed above must be included in each bid. Pictures, catalog cuts or technical drawings must accompany each bid.
  5. Rejection of Bids: The Owner reserves the right to waive technicalities or to reject any or all proposals. Award will not be made solely upon low bid but rather the final selection by the Village of Chatham Board.

BY ORDER OF THE VILLAGE ADMINISTRATOR  
VILLAGE OF CHATHAM

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Partick M. McCarthy- Village Administrator

Date: April 21, 2022

STANDARD FORM OF PROPOSAL

TO THE OWNER, VILLAGE OF CHATHAM

1. Proposal of Amco Fence Company, Inc.  
(Name and Address of Bidder)  
2919 S. MacArthur Blvd, Springfield, IL 62704

for CHATHAM PARKS: FENCING FURNISH AND CONSTRUCT- 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 ensure 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  
FENCING FURNISH AND CONSTRCUT- WESTSIDE PARK**

9. Proposal to furnish and install fencing as specified in this RFP for the following Lump Sum amount. Bidder shall supply a cost for all items.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
	<b>Small Ball Diamond</b>					
1.	Backstop: 20 foot high 9-guage zinc coated steel chain-link fencing	60	Foot	\$ <u>135.00</u>	\$ <u>8,100</u>	
2.	Base Lines: 8 foot high 9-guage zinc coated steel chain-link fencing	130	Foot	\$ <u>53.00</u>	\$ <u>6,890</u>	
	<b>Large Ball Diamond</b>					
3.	Backstop: 20 foot high 9-guage zinc coated steel chain-link fencing	60	Foot	\$ <u>135.00</u>	\$ <u>8,100</u>	
4.	Base Lines: 8 foot high 9-guage zinc coated steel chain-link fencing	130	Foot	\$ <u>53.00</u>	\$ <u>6,890</u>	
<b>Total Base Bid</b>					<b>Lump Sum</b>	\$ <u>29,980</u>
Alt 1	Small Ball Diamond Outfield: 6 foot high 9-guage zinc coated steel chain-link fencing	290	Foot	\$ <u>36.00</u>	\$ <u>10,440</u>	
Alt 2	Large Ball Diamond Outfield: 6 foot high 9-guage zinc coated steel chain-link fencing	368	Foot	\$ <u>36.00</u>	\$ <u>13,248</u>	
Alt 3	Black PVC coated steel fencing option for base bids and alternatives above (additional cost above base bid)	Base 1	60 FT	\$ <u>189.00</u>	\$ <u>11,340</u>	
		Base 2	130 FT	\$ <u>74.20</u>	\$ <u>9,646</u>	
		Base 3	60 FT	\$ <u>189.00</u>	\$ <u>11,340</u>	
		Base 4	130 FT	\$ <u>74.20</u>	\$ <u>9,646</u>	
		Alt 1	290 FT	\$ <u>50.00</u>	\$ <u>14,500</u>	
		Alt 2	368 FT	\$ <u>50.00</u>	\$ <u>18,400</u>	

10. BIDDERS are required to submit with their Lump Sum Cost Proposal 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 materials and manufacturers.

b. Notice of Warranty terms (minimum 5-years):

1) Conditions: N/A

2) Exceptions: N/A

c. Scheduled Date of Delivery and Installation:

4-6 weeks after NTP

11. Delivery Schedule: Final Shop Drawings and or Sketches shall be submitted to the OWNER within two (2) weeks after the Notice to Proceed is issued. OWNER has anticipated a lead time of ten (10) weeks for material procurement after the submittals are approved. BIDDER shall certify by signing this Proposal Form that the entire package of Fencing- Furnishing and Construct as described herein shall be delivered and installed, at the respective park location as designated within the village corporate limits, by no later than July 15, 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):

N/A

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 Company, Inc.

Signed By William Christofelakis  
(President)

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

(Corporate Seal)

(Insert Names of  
Officers)

President Lillian Christofilakos  
Secretary Catherine Christofilakos  
Treasurer "

Attest: Catherine Christofilakos  
(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 \_\_\_\_\_

Bond No. N/A

**BID BOND**

The American Institute of Architects,  
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Amco Fence Company Inc

as Principal hereinafter called the Principal, and Old Republic Surety Company  
a corporation duly organized under the laws of the state of Wisconsin as Surety, hereinafter called the Surety,  
are held and firmly bound unto Village of Chatham

as Obligee, hereinafter called the Obligee, in the sum of Five Percent

Dollars (\$ 5% ), for the payment of which sum well and truly to be made, the said Principal and the  
said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly  
by these presents.

WHEREAS, the Principal has submitted a bid for Fencing Furnish and Construct - Westside Park

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract  
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the  
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for  
the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the  
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference  
not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the  
Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation  
shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 6th day of May, 2022

Erich Iwain  
Witness

Amco Fence Company Inc  
Principal (Seal)  
By: Sullivan Christopher / Pres  
Name/Title

Craig Rimmer  
Witness

Old Republic Surety Company  
Surety (Seal)  
By: Kimberly A Thomas  
Attorney-in-Fact



**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

DAVID B. RIDLEY, KIMBERLY A. THOMAS, OF PARIS, IL

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds), as follows:

**ALL WRITTEN INSTRUMENTS**

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

- RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
  - (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
  - (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 25TH day of MARCH, 2022.

*Karen J. Haffner*

Assistant Secretary



OLD REPUBLIC SURETY COMPANY

*Alan Pavlic*

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 25TH day of MARCH, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*Kathryn R. Pearson*

Notary Public

My commission expires: 9/28/2022

(Expiration of notary commission does not invalidate this instrument)

**CERTIFICATE**

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-5403

Signed and sealed at the City of Brookfield, WI this 6<sup>th</sup> day of May, 2022



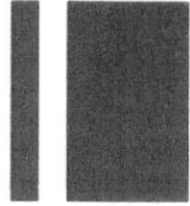
*Karen J. Haffner*

Assistant Secretary

DIMOND BROS INSURANCE LLC

## Amco Fence

2919 South MacArthur Boulevard  
Springfield, IL 62704  
217-787-2921 Office  
217-787-8086 Fax



May 9, 2022

Village of Chatham  
116 East Mulberry Street  
Chatham, IL 62629

Project: Chatham Parks Fencing Furnish and Construct  
Location: Westside Park

### **Small Ball Diamond – Base Bid**

Backstop: To install 60' of 20' high 9-gauge commercial grade galvanized chain link fence.  
4" Posts

Base Lines: To install 130' total (65' on each side) of 8' high 9-gauge commercial grade galvanized chain link fence.  
3" End Posts – 2 ½" Line Posts

### **Large Ball Diamond – Base Bid**

Backstop: To install 60' of 20' high 9-gauge commercial grade galvanized chain link fence.  
4" Posts

Base Lines: To install 130' total (65' on each side) of 8' high 9-gauge commercial grade galvanized chain link fence.  
3" End Posts – 2 ½" Line Posts

All posts to be set in concrete

**Labor and Materials: \$29,980**

Thank you,

Erick Irwin  
AMCO Fence Co., Inc.

