

RESOLUTION NO. 18-25

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE A CONTRACT WITH HY-LITES ELECTRIC TO SUPPLY POWER TO EXISTING SCOREBOARDS OUT AT TIM OSMOND SPORTS COMPLEX IN THE AMOUNT OF \$31,515.

WHEREAS, the Village of Antioch, Lake County, Illinois (the "Village") is a duly organized and existing municipality created under the provisions of the laws of the State of Illinois; and

WHEREAS, the baseball fields at Tim Osmond Sports Complex needs power supplied to them in order for them to be used without a generator; and

WHEREAS, through internal assessments as well as numerous discussions with outside organizations, this project was highly requested to be addressed; and

WHEREAS, the project was put out for bid with one contractor coming in with the lowest bid

WHEREAS, Hy-Lites Electric offered a proposal of \$31,515 for the entirety of the project;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Village Board that the Village Administrator is authorized to Execute a Contract with Hy-Lites Electric to supply power to existing scoreboards out at Tim Osmond Sports Complex in the Amount of \$31,515.

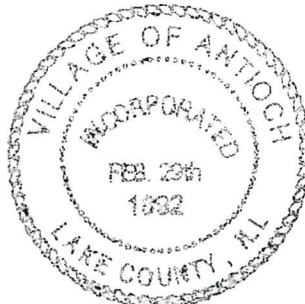
PASSED and APPROVED this 9th day of April, 2018.

AYES: 6. Jozwiak, Pierce, Poulos, Dominiak, Johnson and Macek.
NAYS: 0.
ABSENT: 0.


Lawrence M. Hanson, Mayor

ATTEST:


Cheryl Mateja, Deputy Village Clerk



SECTION D



BID PROPOSAL FORM
FOR Tim Osmond Sports Complex Scoreboard Power Feed

Company Name: Hy-Lites Electric

Company Address: 26122 W Lake Ave. Antioch, Il 60002

Contact Person: Michael J Harmon Email: mikeharmon2100@gmail.com

Phone Number: 847-395-2100 Cell Phone: 847-970-2100

in compliance with your legal Notice to Bidders for the Village of Antioch Parks and Recreation Tim Osmond Sports Complex Scoreboard Power Feed project, the undersigned bidder, having examined the specifications forms thereto attached, and being fully advised as to the extent and character of the goods to be furnished, hereby propose to supply all of the goods bid upon in accordance with the specifications thereof, within the time limit specified, for the prices so stated below.

BIDDER understands that the Village reserves the right to reject any or all bids and to waive any informality in bidding.

BIDDER agrees that his bid shall be good and may not be withdrawn for a period of sixty (60) days after the scheduled closing time for receiving bids.

By submission of this bid, each BIDDER and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106.

Signature:  Date: 03/31/2018

Bid No. PR-1-1

Description:

- Enough power to light (1) 2.2 amp, 250 watt and (1) 1.8 amp, 210 watt scoreboards. Able to have both running at the same time.
- As well as have enough power to hold up to a 400 watt, 150 volt, 8 amp sound system.
- An estimated 800-1200 ft of wire for directional boring. 2' cable duct
- A 2 pole 30 amp fused disconnect switch
- ~~A (J-Box) Connection to existing panel in our concession building~~
To be fed from panel installed at meter socket infield that feeds the parking lot lighting. As per Robbie Spencer.
- Run directional boring either underneath the parking lot into the middle area between the two baseball fields or;
- Run directional boring around the parking lot and concession stand into the middle area between the two baseball fields.

We do not want the parking lot to be touched or torn up in any way.

Price:

\$31,515.00

See Map on next page

AGREEMENT

THIS AGREEMENT made this 3 day of April, 2018 by and between the VILLAGE OF ANTIOCH, a municipal corporation, Lake County, Illinois (hereinafter referred to as "Village") and Hy-Lites Electric (hereinafter referred to as "Contractor").

Witnesseth:

For and in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

ARTICLE I: The Contractor shall and will provide all material and perform all the work for Tim Osmond Sports Complex Scoreboard Power Feed as shown on and described in the *General Conditions and Specifications, Bid No. PR-1-1. issued by the Village and dated March, 22nd, 2018* which said General Conditions and Specifications consisting of 10 pages are incorporated herein and become a part hereof as if more fully set out herein, and which the Contractor acknowledges having received, reviewed and understood.

ARTICLE II: The Contractor shall complete the whole of the work set forth in said General Conditions and Specifications on or before May 1, 2018, weather permitting, all as more particularly described in the proposal submitted by said Contractor to the Village on March 31, 2018 which said proposal in its entirety is incorporated herein and made a part hereof as if more fully set forth herein. The parties hereto agree that time is of the essence.

ARTICLE III: It is hereby mutually agreed by and between the parties hereto that the sum to be paid by the Village to the Contractor for said work and material shall be \$31,515.00 subject to the provisions set forth in the General Conditions and Specifications incorporated herein and made a part hereof.

ARTICLE IV: It is fully understood and agreed by the parties hereto that the Contractor guarantees to hold the Village harmless against any and all suits of any manner which might arise as the result of the products used by the Contractor and that the Contractor agrees to defend said Village and indemnify it against any and all expenses incurred in the defense of any suit of

any type arising out of the performance of the said work or any damages, judgments or decrees which might be awarded against said Village in the event that suit should be brought as the result of the use of any product used by the Contractor in performing this agreement.

ARTICLE V: It is hereby agreed that the Contractor assumes all risks from any cause of damage or injury, including death to any person or property in connection with or caused by said work.

ARTICLE VI: Before starting work, the Contractor shall submit satisfactory proof of compliance with any Workmen's Compensation law or laws applicable to the work covered by this contract. Contractor shall further submit evidence of insurance for general liability coverage from a company duly licensed by the State of Illinois with bodily injury coverage of not less than \$2,000,000 per person and property damage coverage of not less than \$1,000,000 per occurrence. Certificates of said insurance shall be filed with the Village prior to commencing work. Failure to provide proof of proper coverage shall be sufficient cause for cancellation of this contract by the Village without liability for such cancellation.

~~**ARTICLE VII:** The Contractor shall furnish an approved surety company's bond in the amount of this contract for the performance of this agreement, the premium therefore to be paid by the Contractor.~~

ARTICLE VIII: The Contractor understands and agrees to abide by the provision of the Illinois Statutes covering public works and specifically "Preference to Illinois Laborers on Public Works Projects Act," 30 ILCS 570/1.1 *et seq.* and the "Illinois Wages of Employees on Public Works" (Prevailing Wage Act, 820 ILCS 130/1, *et. seq.*) Not less than the prevailing rate of wages as determined by the Village or the Illinois Dept. of Labor shall be paid to all laborers, workers, and mechanics performing work under this contract. ~~All contractor's bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by this specification or contract.~~ Contractor agrees to submit to the Village monthly payroll certification and to abide by all other terms of the Prevailing Wage Act and Regulations.

ARTICLE IX: Contractor shall perform all work in accordance with codes, laws, and ordinances of Federal, State, and local governing bodies having jurisdiction including but not limited to OSHA and the Illinois Department of Labor. In the case of differences between building codes, Federal and State Laws, local ordinances and Contract Documents, the most stringent shall govern. Contractor shall obtain permits and request inspections from authority having jurisdiction.

ARTICLE X: Said parties for themselves, their heirs, successors, executors, administrators and assigns do hereby agree to the full performance of the covenants herein contained.


ARTICLE XI: The following shall amend the bid: The reference to a 2' cable duct is modified to reflect a 2" cable duct.

IN WITNESS WHEREOF, the parties to these presents have caused the same to be executed by their dully qualified and authorized officials and have hereunto set their hands and seals the date and year first above written.


VILLAGE OF ANTIOCH

WITNESS:

By:


Printed Name: JAMES KEVIN

By:


Printed Name: Rachel Alcozer

Title:

VILLAGE ADMINISTRATOR

Title:

Administrative Assistant

CONTRACTOR:

WITNESS:

By:

MICHAEL J HANSON

By:

Printed Name:

Michael J Hanson

Printed Name:

Title:

PRE-S

Title:

Hy-LITES ELECTRIC IS NOT RESPONSIBLE FOR turf damage, Being asked to do this in foul weather.

"Contractor will, however, take every reasonable effort to avoid unnecessary damage to the turf."