

RESOLUTION NO. 18-46

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE A CONTRACT WITH LED TRANQUILITY TO SUPPLY AND INSTALL NEW LED SCOREBOARDS AT TIM OSMOND SPORTS COMPLEX AND WILLIAMS PARK IN THE AMOUNT OF \$79,476.30.

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 sport fields at Tim Osmond Sports Complex and Williams Park needs new scoreboards due to the age of the existing ones; and

WHEREAS, with cooperation with the Antioch Township, this project was highly requested to be addressed; and

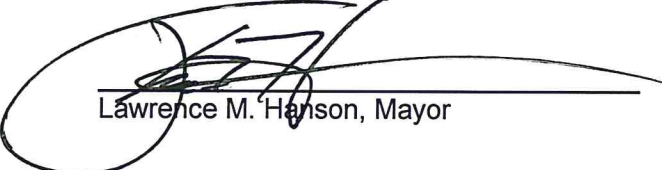
WHEREAS, the project was put out for bid with one contractor coming in with the lowest bid

WHEREAS, LED Tranquility offered a proposal of \$79,476.30 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 LED Tranquility to supply and install scoreboards out at Tim Osmond Sports Complex and Williams Park in the Amount of \$79,476.30.

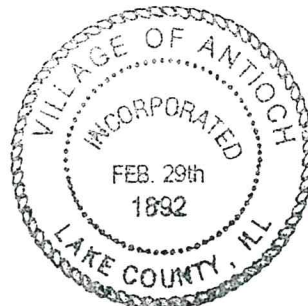
PASSED and APPROVED this 11th day of June, 2018.

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


Lawrence M. Hanson, Mayor

ATTEST:


Cheryl Mateja, Deputy Village Clerk



AGREEMENT

THIS AGREEMENT made this 7th day of June, 2018 by and between the VILLAGE OF ANTIOCH, a municipal corporation, Lake County, Illinois (hereinafter referred to as "Village") and LED Tranquility (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 and Williams Park Scoreboards as shown on and described in the General Conditions and Specifications, Bid No. PR-2-1, issued by the Village and dated June, 7th, 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 July 26, 2018, weather permitting, all as more particularly described in the proposal submitted by said Contractor to the Village on May 30, 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 \$79,476.30 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.

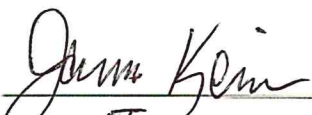
ARTICLE X: Said parties for themselves, their heirs, successors, executors, administrators and assigns do hereby agree to the full performance of the covenants herein contained.

ARTICLE XI: The following shall amend the bid: The reference to a 38 inch desired dimension is modified to reflect 75.59" h x 188.97" w and 60.5" h x 90.7" w dimensions.

IN WITNESS WHEREOF, the parties to these presents have caused the same to be executed by their duly 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 KEIM
Title: VILLAGE ADMINISTRATOR

By: _____
Printed Name: _____
Title: _____

CONTRACTOR:

WITNESS:

By: 
Printed Name: JASON GOBEYN
Title: CEO

By: 
Printed Name: CONSTANTINE JAVARAS
Title: PRESIDENT