

RESOLUTION NO 24-R-33

A RESOLUTION TO APPROVE PROPERTY GATE FOR TPMHS

WHEREAS, the Tinley Park-Park District is located in Cook & Will Counties of Illinois; and

WHEREAS, the main gate for the Former Tinley Park Mental Health Site (FTPMHS) is inadequate for our application. We have specified a more permanent and safer solution for this main gate that will be used very heavily once work begins at the site; and

WHEREAS, the new gate will be a heavy cantilever style gate to accommodate the large opening and associated heavy equipment. We have solicited three fencing contractors for this gate with two responding and a third, Fence Masters indicating they would not be submitting a price.; and

WHEREAS, staff recommends MBE Fence Inc. for Gate Installation for \$10,880.00; and

WHEREAS, The Board of Commissioners of the Tinley Park-Park District finds that it is in the best interest of the District to approve MBE Fence Inc. for gate installation for \$10,880.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the TINLEY PARK-PARK DISTRICT as follows:

SECTION 1: The Preambles hereto are hereby made a part of, and an operative provision of, this Resolution as if fully restate herein.

SECTION 2: The Request attached hereto as Exhibit 1, and made a part hereof, is hereby approved.

SECTION 3: That this Resolution shall be in full force and effect on the date approved and passed by the Board of Commissioners of the TINLEY PARK-PARK DISTRICT.

Approved and passed this 15th day of May 2024.

AYES: 5

NAYS: Ø

ABSENT: Ø

ABSTAIN: Ø

TINLEY PARK-PARK DISTRICT

Marie Ryan
President, Board of Park Commissioners

Attest:

Lisa J'Donovan
Secretary, Board of Park Commissioners

EXHIBIT 1 RESOLUTION NO 24-R-33

MBE FENCE, INC.
3S340 Rockwell St., Unit #101
Warrenville, IL 60555
Office Phone (708) 223-5700 Fax Number (708) 223-5800
E-mail: mbefence@gmail.com
www.mbefence.com
MBE/WBE/DBE CERTIFIED CONTRACTOR

April 30, 2024

Tinley Park-Park District
8125 West 171 Street.
Tinley Park, IL 60477

Attention: Ryan Veldman
Cell No. 708-342-4200
E-mail: Ryan.Veldman@tinleyparkdistrict.org
Reference: 7400 183rd Street
Tinley Park, IL 60477
MBE Fence Bid# 24-175

Dear Mr. Veldman,

MBE Fence, Inc. appreciates the opportunity to present our proposal for fencing services at the above reference project.

SCOPE OF WORK: Furnish and install (1) each 30' opening roller gate for 6' tall fence. All parameters according to Roller Gate RFP documents. All posts set in concrete approximately 48" deep. All materials to be galvanized. Gate to be manually operated.

PRICING: Amount includes labor to erect the fencing, freight for delivery, consumables and material for a lump sum amount of \$10,880.00

Note: Cost of Bid bond, performance, and payment bond is included with price of gate and installation

Standard submittals are included in this proposal. CAD drawings will be an additional cost. Any necessary permits have not been included in this proposal.

ALL WORK TO BE DONE BY UNION TRADESMAN

TERMS:

For all work described above, pricing does not include any unforeseen conditions below grade and not visible such as foundation walls, extended concrete thickness etc.

All pricing and contract terms are valid for 30 days. This proposal is based on initial installation of the fencing and position as indicated in our proposal at one time. Any relocating after final approval by contractor field representative is not part of this agreement. Once proposal is signed it becomes a legal binding contract between customer and Must Buy Enough Fence. The footages quoted on this proposal are approximate, customer will be billed for actual footage once installed.

Posts are set in 36" concrete footings. Private utilities to be located by others. Fence line to be determined by owner. Any necessary permits are not included in this bid. Spoils to be piled on site. MBE Fence must have the ability to access fence line with digging equipment and concrete truck. *Note* MBE Fence does not recommend windscreen when using sandbags due to wind loads.

MBE Fence shall have reasonable access for materials and labor during the installation and removal of the fencing. You agree not to remove any equipment from the jobsite. We shall have the right to free access to the equipment for the purposes of inspecting and ensuring the stability. There are no refunds for early pick-up. A minimum of 48 hours is required for all pick-ups. It is the responsibility of the contractor to maintain the equipment in a reusable fashion.

MBE Fence is not responsible for damage to any underground wires, low voltage wires, underground sprinkler systems, etc. if not properly marked by J.U.L.I.E or D.I.G.G.E.R. MBE Fence is not responsible for any fence that may have fallen or windscreen that may

have blown off due to high winds or any other acts of mother nature or human causes and will prop up and reattach windscreen to fence for an additional cost. It is not recommended to install windscreen on panels. Any damage to property or vehicles from fallen fence will be the responsibility of the contractor leasing the material. In case of an accident involving our equipment or any injury, MBE Fence must be notified immediately. In the event that you or any third party modifies or alters the fencing in any way, you shall indemnify and hold MBE Fence, Inc. harmless from any and all actions, claims, litigation, costs, damages, liability and expenses, including attorney fees, which may arise out if directly or indirectly, or be related to such injury, death or damage caused by modification or alteration.

Additional costs will be charged for labor if the fencing needs any modifications.

Sales tax will be billed unless there is a valid tax-exempt certificate provided. This proposal is based on all work being performed in a non-hazardous working environment, if a hazardous working environment exists additional time and cost will be assessed to the customers account and the customer will be liable for these charges.

Should the contractor/owner decide to suspend the performance of this contract, MBE Fence will be entitled to costs incurred to date, including costs associated with dismantling the fencing and additional rent for that time period. You will be responsible for loss, theft, damage of our equipment. In the event of damage, loss, modification or destruction of the equipment, whether or not such event is the fault of you, you shall pay to us a sum equal our current list price for any and all such equipment.

PAYMENT TERMS:

At first you shall pay us 50% of the lump sum amount prior to beginning work for start up costs. We shall then bill the remaining 50% upon completion of the installation. All invoices are due 30 days after issuance and payment to us is never contingent upon release of final payment by the owner to the contractor.

Sincerely,

MBE Fence, Inc.

Mary Young, President of MBE Fence, Inc.

Acceptance of Proposal for Services:

Contractor-Signature

Contractor-Print Name

Date:

MBE Fence, Inc. Bid#24-175