



# Chicago Park District

## Legislation Details (With Text)

**File #:** 14-2000-0716      **Name:** District Wide Fencing  
**Type:** Action Item      **Status:** Deferred  
**File created:** 7/3/2014      **In control:** Board of Commissioners  
**On agenda:** 7/16/2014      **Final action:**  
**Title:** AUTHORIZATION TO ENTER INTO CONTRACT WITH FENCE MASTERS INC.  
FOR THE SUPPLY, INSTALLATION, REPAIR AND REMOVAL OF FENCING AND ASSOCIATED  
MISCELLANEOUS METAL ACCESSORIES DISTRICT WIDE  
SPECIFICATION NO. P- 14014  
**Sponsors:** Planning and Construction  
**Indexes:** Contract Award-IFB, RFP, RFQ  
**Code sections:**  
**Attachments:** 1. M/WBE-Fence\_Masters\_Inc

Date	Ver.	Action By	Action	Result
7/16/2014	1	Board of Commissioners	deferred	Pass

**AUTHORIZATION TO ENTER INTO CONTRACT WITH FENCE MASTERS INC.  
FOR THE SUPPLY, INSTALLATION, REPAIR AND REMOVAL OF FENCING AND ASSOCIATED  
MISCELLANEOUS METAL ACCESSORIES DISTRICT WIDE  
SPECIFICATION NO. P- 14014**

To: The Honorable Board of Commissioners of the Chicago Park District

### I. Recommendation

It is recommended that an order be entered authorizing the General Superintendent or his designee to enter into a contract with Fence Masters Inc. for the supply, installation, repair and removal of fencing and associated miscellaneous metal accessories. This contractor was selected pursuant to a publicly advertised Invitation for Bid. No work may commence and no payment shall be made prior to the execution of a written agreement.

### II. Award Information

**Contractor:** Fence Masters, Inc.  
20400 S. Cottage Grove Ave.  
Chicago Heights, Illinois 60411

**Company Type:** Corporation

**Majority Interests:** Steve Johnson      50%  
Robert Mitziga      50%

**Contract Period:** Two (2) years with two (2) additional one (1) year extension options.

**Contract Amount:** \$2,806,929.00 for the initial contract term. Expenditures for services under each extension term will be authorized by annual appropriation and subject to each year's budget.

**Affirmative Action**

Goals: The Minority- and Women-Owned Participation for this contract include: 25% Minority-Owned and 5% Women-Owned.

## **II. Award Information (Cont.)**

Scope of Services: On an as needed basis: the demolition and removal of existing ornamental iron fencing, chain link fencing and paving materials; and the installation of new ornamental iron fencing, chain link fencing, lagoon fencing, ball field fencing, gates, bollards, guardrails and miscellaneous fencing accessories. Additionally, the repair of existing fencing and various metal items, such as hanging baskets, benches, garbage cans, bike racks, railings, ball field backstops and security enclosures.

Authorization: Authorize the General Counsel to include other relevant terms and conditions in the written Agreement. Authorize the General Superintendent to execute the Agreement and the Secretary to attest as to the signing of the Agreement and keep an original copy of the Agreement on file.

## **III. Budget and Financial Information**

Budget Classification: Capital  
Fiscal Year: 2014  
Source of Funds: 070.8260.8260.627030.BD414.01.01.56806  
And future year budget authorities.

## **IV. Procurement Information**

Specification Number: P-14014  
Date Advertised: May 22, 2014  
Date Bids Due: June 19, 2014  
Number of Bids Received: Two (2)  
Bid Evaluation Detail: Lowest responsible and responsive bidder.

This contract was advertised as an Invitation for Bid (“IFB”) on June 19, 2014 and two (2) bids were received, opened publicly, and read aloud on June 19, 2014. One (1) bid was non-responsive with the requirements specified in the IFB and removed from consideration. The Department of Purchasing reviewed Fence Masters’ bid package and found it to be both responsive and compliant.

Single bid awards are permitted by the Code of the Chicago Park District (“Code”). Specifically, Chapter XI, Section D, 1, b, (12) of the Code states that the conditions for an award to be made to a single responsible and responsive bidder are that the price submitted is fair and reasonable and: (i) other prospective bidders have a reasonable opportunity to respond to the bid; (ii) there is an inadequate amount of time for re-bid; or (iii) the equipment is available only from one source.

The Department of Planning and Construction reviewed the bid price and determined that the price submitted by Fence Masters was fair and reasonable. Additionally, this bid was advertised for 23 days, excluding Sundays and a holiday. The minimum advertisement period pursuant to the Code is 10 days, excluding Sundays and legal holidays, and this bid exceeded the minimum by 13 days. Furthermore, no requests for a bid extension were submitted to the Purchasing. Accordingly, bidders had a reasonable opportunity to respond.

Purchasing surveyed firms that downloaded the IFB but declined to submit a bid to ascertain why there was a single bid. The large volume of work under this contract and firms having too much work at this time were the common responses.

The bid was carefully reviewed as to the content of the response relative to the project scope and total cost. Based on the results of the bid review, it has been determined that the lowest responsive and responsible bidder is Fence Masters Inc.

## **V. Explanation**

The Chicago Park District (“CPD”) has a continual need to replace, install, and repair a variety of fencing and fencing accessories district wide. Through this contract the CPD will be able to address any related fencing and fencing accessory need on an as-needed

basis. Fence Masters held the previous contract for these services and has the experience and capacity to continue to provide their services to the CPD whenever requested. Therefore, it is in the best interest of the CPD to award the contract for the supply, installation, repair, and removal of fencing and associated miscellaneous metal accessories district to Fence Master, Inc.

## **VI. General Conditions**

1. *Conflicts:* No agreement authorized herein shall be legally binding on the Chicago Park District if entered into in violation of the provisions of the Public Officer Prohibited Activities Act, 50 ILCS 105/0.01 *et seq.*

2. *Ethics:* The Chicago Park District's Ethics Code, Chapter III of the Code of the Chicago Park District, shall be incorporated into and made part of all agreements authorized herein.

3. *Contingent Liability:* Any agreement lawfully entered into for a period of more than one year shall be executory only for the amounts for which the Park District may become liable in succeeding fiscal years pursuant to Section 17(i) of the Chicago Park District Act, 70 ILCS 1505/17(i). All agreements authorized herein shall contain a clause that any expenditure beyond the current fiscal year is subject to appropriation in the subsequent fiscal year budget.

4. *Economic Disclosure Statement ("EDS"):* Contractor has submitted a full and complete EDS prior to execution of the contract.