# **CLERK'S CONTRACT and AGREEMENT COVER PAGE**

Legistar File ID#:	Innoprise Contract #:
Year:	Amount:
Department:	
<b>Contract Type:</b>	
<b>Contractors Name:</b>	
<b>Contract Description:</b>	

**MAYOR** Keith Pekau

**VILLAGE CLERK**John C. Mehalek

14700 S. Ravinia Avenue Orland Park, IL 60462 708.403.6100 OrlandPark.org



**TRUSTEES** 

Kathleen M. Fenton
James V. Dodge
Patricia A. Gira
Carole Griffin Ruzich
Daniel T. Calandriello
Michael F. Carroll

February 13, 2019

Mr. Thomas Talbot Meade Inc. 9550 W. 55th Street, Suite A McCook, Illinois 60525

RE: NOTICE TO PROCEED – 2019 Traffic Signal Maintenance (Addendum D)

Dear Mr. Talbot:

Enclosed is a copy of the addendum dated February 8, 2019 for the change to extend the Annual Traffic Signal Maintenance Contract dated February 5, 2013 through December 31, 2019 at a monthly rate of \$159.00/signal. Please attach this to the original contract as all terms and conditions of that contract shall apply.

If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski

Purchasing & Contract Administrator

cc: Rich Rittenbacher



#### ADDENDUM D to

Annual Traffic Signal Maintenance 2013-14

#### Dated

February 5, 2013

#### Amended

March 25, 2016 February 28, 2017 January 23, 2018

#### Between

The Village of Orland Park, Illinois ("VILLAGE") and Meade, Inc. ("CONTRACTOR")

WHEREAS, on 5<sup>th</sup> day of February, 2013, a certain Agreement regarding Annual Traffic Signal Maintenance between the Village and the Contractor was executed (hereinafter referred to as the "Agreement"); and,

WHEREAS, on March 25, 2016, a certain Agreement regarding Annual Traffic Signal Maintenance between the Village and the Contractor was amended (hereinafter referred to as the "Addendum A"); and

WHEREAS, on February 28, 2017, a certain Agreement regarding Annual Traffic Signal Maintenance between the Village and the Contractor was amended (hereinafter referred to as the "Addendum B"); and

WHEREAS, on January 23, 2018, a certain Agreement regarding Annual Traffic Signal Maintenance between the Village and the Contractor was amended (hereinafter referred to as the "Addendum C"); and

WHEREAS, the Village wishes to extend the term of the agreement through 2019.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

- 1. In the event of any conflict or inconsistency between the provisions of this Addendum and the Agreement, the provisions of this Addendum shall control.
- SECTION 1: THE CONTRACT DOCUMENTS of said Agreement shall be amended to include "Addendum D dated February 8, 2019" and "The Proposal submitted by Contractor dated December 20, 2018."
- 3. <u>SECTION 4: TERM OF THE CONTRACT</u> of said Agreement shall be amended to strike the following "...continue expeditiously through December 31, 2018" and replace with "...continue expeditiously through December 31, 2019."

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# ADDENDUM D to Annual Traffic Signal Maintenance 2013-14

- 4. All of the other terms, covenants, representations and conditions of said Agreement not deleted or amended herein shall remain in full force and effect during the effective term of said Agreement.
- 5. This Addendum may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Addendum, made and entered into effective the 8th day of February, 2019, shall be attached to and form a part of the Agreement dated the 5<sup>th</sup> day of February, 2013 and amended through Addenda A-C, and shall take effect upon signature below by duly authorized agents of both parties.

AGREED AND ACCEPTED	
FOR: THE VILLAGE	FOR: THE CONTRACTOR
Ву:	By: in and Acheel.
Print Name: Toseph S. La Margo	Print Name: David A. Leali
Its: Village Monager	Its: Vice President
Date: 2/11/19	Date: 2/8/19
(	



December 20, 2018

Village of Orland Park 14700 Ravinia Ave. Orland Park, IL. 60462

Attention: Richard Rittenbacher

Reference: Type 2 Traffic Signal Maintenance

Duration: January 1, 2019 - December 31, 2019

#### Dear Richard,

In accordance with the attached specifications, we propose to continue providing maintenance at the following locations and rate:

1) 151 <sup>st</sup> St. & 88 <sup>th</sup> Ave.	8) 143 <sup>rd</sup> St. & Orland Park Crossing
2) 151 <sup>st</sup> St. & 94 <sup>th</sup> Ave.	9) 143 <sup>rd</sup> St. & Ravinia
3) 151 <sup>st</sup> St. & Regent Dr.	10) 153 <sup>rd</sup> & Ravinia
4) 151st St. & Ravinia	11) 156 <sup>th</sup> St. & 94 <sup>th</sup> Ave.
5) 151 <sup>st</sup> St. & Orland Brook Dr.	12) 157 <sup>th</sup> St. (Sunrise Lane) & 94 <sup>th</sup> Ave.
6) 143 <sup>rd</sup> St. & 94 <sup>th</sup> Ave. / John Humphrey	13) 94 <sup>th</sup> Ave. & Wheeler
7) 143 <sup>rd</sup> St. & Clearview	

Total - 13 Locations @ \$ 159.00 per location

\$ 2,067.00 per month

#### **Annual Cost** \$ 24,804.00

#### **SPECIFICATION #2**

Under these specifications we will provide complete maintenance to the installations, excluding responsibility for damages caused by accidents, vandalism, or by any cause beyond our control. Such damages will be invoiced as extra work.

Our policy is to provide service in keeping with the idea that good preventative maintenance will keep "downtime" to a bare minimum to insure maximum safety and benefits to all parties concerned. Our Main Office has an in-house dispatch system with operators twenty-four (24) hours a day, seven (7) days a week, including Holidays.

December 20, 2018

Page 2 2019 Traffic Signal Maintenance

Our service people have radios and cellular telephones to answer calls. We have service people actively on the street during day and are also on call for service after the evening shift to answer any emergency calls.

We thank you for the opportunity of submitting this proposal and trust that we may receive your favorable consideration. Should this proposal be acceptable to you, please sign below and return one (1) copy to my attention.

Sincerely, MEADE, INC.

Thomas W. Talbot Project Manager

enclosures

SIGNED AND ACCEPTED - SPECIFICATION # 2

<del>VILLAGE OF ORLAND PARK</del>

DATE 12-20-18



### DESCRIPTION OF ROUTINE MAINTENANCE TRAFFIC SIGNALS - SPECIFICATION # 2

- 1. Patrol the traffic control signal system once every two (2) weeks and replace burned out lamps and sockets. The reflector will be cleaned each time a lamp is replaced.
- 2. Keep signal heads, posts, control cabinets, and foundations in alignment and tightly connected at all times.
- 3. Keep detector equipment in proper working condition at all times.
- 4. Check the controllers, relays, and detectors at least once every four (4) weeks to ascertain that they are functioning properly and make all necessary repairs and replacements.
- 5. Furnish and install temporary controller to match existing sequence and detection whenever necessary.
- 6. Maintain proper timing and dial setting of the controls and detector relays as directed.
- 7. Keep interior of control housing in a neat and workmanlike manner at all times.
- 8. Remove to clean and clean each electro-mechanical control unit, relays, special auxiliary control equipment and flashers once a year or more often if necessary. Solid state equipment will be cleaned and overhauled only when the equipment malfunctions. A record tag shall be attached to each controller on which shall be indicated the date of overhaul or other service work.
- 9. Replace lamp outages.
- 10. Costs to replace the LED traffic signal modules at the end of manufacturer's warranty will be the responsibility of the Village of Orland Park.
- 11. Whenever repairs at a signalized intersection require that the controller be disconnected, the contractor shall place a stop sign on each approach to the intersection as temporary means of regulating traffic. However; if power is available, the contractor shall install a flasher, flashing red on all approaches to the intersection



## DESCRIPTION OF ROUTINE MAINTENANCE TRAFFIC SIGNALS - SPECIFICATION # 2

- 12. Respond to emergency calls from an authorized agent of the owner twenty-four (24) hours a day, including Saturdays, Sundays, and holidays. Controller failure, lights out, knockdowns, or two (2) red lights out at an intersection are considered emergencies.
- 13. Any additional traffic control intersections may be added to this contract at the unit price shown in the agreement.
- 14. Detector loops and cable failures that are not caused by bad pavement or deteriorated cable will be repaired under the maintenance contract at no charge to the maintenance customer.
- 15. We will not be responsible for damage or vandalism to the system beyond our control. Such work will be completed on a time and material basis.
- 16. The owner reserves the right to recover costs for all damages from the damaging party.
- 17. All invoices for extra work to be paid within thirty (30) days from the date of invoice.
- 18. The contractor will carry all necessary property damage and liability insurance involving the operation of the signals.
- 19. Any work relating to the emergency vehicle preemption equipment is not included in the routine maintenance.

