## Clerk's Contract and Agreement Cover Page

Year:

2010

Legistar File ID#: 2010-0205

Multi Year:

Amount

\$16,560.00

**Contract Type:** 

Services

Contractor's Name:

Meade Electric Co., Inc

Contractor's AKA:

**Execution Date:** 

5/19/2010

**Termination Date:** 

12/31/2010

Renewal Date:

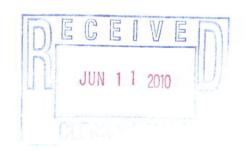
Department:

Public Works/Streets

Originating Person:

Tom Martin

Contract Description: Annual Traffic Signal Maintenance 2010



### MAYOR Daniel J. McLaughlin

VILLAGE CLERK

David P. Maher

14700 S. Ravinia Ave. Orland Park, IL 60462 (708) 403-6100

June 11, 2010

Mr. Thomas Talbot Meade Electric Company, Inc. 9550 W. 55<sup>th</sup> Street, Suite A McCook, Illinois 60525

RE: NOTICE TO PROCEED

2010 Traffic Signal Maintenance

Dear Mr. Talbot:

This notification is to inform you that the Village of Orland Park has received all necessary documents on the above stated project as of June 8, 2010.

VILLAGE HALL

Please contact Tom Martin at 708-403-6103 with any questions or concerns related to this engagement.

The Village has processed Purchase Order #057050 for this contract/service and faxed this to your company. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated May 19, 2010 in an amount not to exceed \$138.00 per signal per month. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski Contract Administrator

Dence Doma liste

**TRUSTEES** 

Bernard A. Murphy Kathleen M. Fenton

Brad S. O'Halloran

James V. Dodge

Edward G. Schussler III

Patricia Gira

Encl:

cc:

Tom Martin

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK David P. Maher

14700 S. Ravinia Ave. Orland Park, IL 60462 (708) 403-6100



VILLAGE HALL

TRUSTEES
Bernard A. Murphy
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia Gira

May 19, 2010

Mr. Thomas Talbot Meade Electric Company, Inc. 9550 W. 55<sup>th</sup> Street, Suite A McCook, Illinois 60525

### NOTICE OF AWARD - 2010 Traffic Signal Maintenance

Dear Mr. Talbot:

This notification is to inform you that on May 17, 2010, the Village of Orland Park Board of Trustees approved awarding Meade Electric Company, Inc. the contract in accordance with the proposal you submitted dated December 18, 2009, for 2010 Traffic Signal Maintenance for an amount not to exceed One Hundred Thirty-Eight and No/100 (\$138.00) Dollars per location for ten (10) locations per month.

- Enclosed is the Contract for 2010 Traffic Signal Maintenance. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
- 2. Also enclosed are the Certifications and Insurance Requirements. Please complete the Certifications and return them directly to me along with the contract.
- 3. I do not have a current Certificate of Insurance on file in accordance with all of the Insurance Requirements listed and agreed to at minimum and endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation. Please submit the Insurance Requirements to your provider and have them issue a current Certificate of Insurance per the Insurance Requirements form.

Deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. You will be issued a *Notice to Proceed* letter and a purchase order when you are in full compliance with this process. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orland-park.il.us.

Sincerely,

Denise Domalewski

Contract Administrator

cc: Tom Martin

## VILLAGE OF ORLAND PARK

Annual Traffic Signal Maintenance (Contract for Services)

This Contract is made this **19th day of May, 2010** by and between <u>The Village of Orland Park</u> (hereinafter referred to as the "VILLAGE") and <u>Meade Electric Co., Inc.</u> (hereinafter referred to as the "CONTRACTOR").

### WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the CONTRACTOR (hereinafter referred to collectively as the "PARTIES,") the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

This Contract

The Terms and Conditions

The Proposal submitted by Contractor on December 18, 2009, to the extent it does not conflict with this contract.

Description of Routine Maintenance Traffic Signals – Revised Specification # 2

All Certifications required by the Village

Certificates of insurance

**SECTION 2: SCOPE OF THE WORK AND PAYMENT:** The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

Traffic Signal Maintenance at the Following Locations in accordance with Meade Electric Company, Inc. "Description of Routine Maintenance Traffic Signals – Revised Specifications #2

- 1. 151st Street & 88th Avenue
- 2. 151<sup>st</sup> Street & 94<sup>th</sup> Avenue
- 3. 151st Street & Regent Drive
- 4. 157<sup>th</sup> Street (Sunrise Lane) & 94<sup>th</sup> Avenue
- 5. 151st Street and Ravinia Avenue
- 6. 143<sup>rd</sup> Street & Clearview Drive
- 7. 143<sup>rd</sup> Street & 94<sup>th</sup> Avenue/John Humphrey Drive
- 8. 151st Street & Orlan Brook Dr.

9. 143<sup>rd</sup> Street & Orland Park Crossing 10. 156<sup>th</sup> Street & 94<sup>th</sup> Avenue

NOTE: 94<sup>th</sup> & Wheeler is scheduled to be added during 2010 at no charge in 2010.

(hereinafter referred to as the "WORK") and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount for performance of the described services:

**Total:** One Hundred Thirty-Eight and No/100 (\$138.00) Dollars per signal per month for a total monthly charge of One Thousand Three Hundred Eighty and No/100 (\$1,380.00) Dollars per month.

**SECTION 3: ASSIGNMENT:** CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The WORK shall commence January 1, 2010 and continue expeditiously through December 31, 2010. This Contract shall terminate upon completion of the WORK or December 31, 2010, whichever occurs first, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in

connection therewith.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: CONTRACTOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the CONTRACTOR and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The CONTRACTOR shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. CONTRACTOR and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. CONTRACTOR and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the WORK.

**SECTION 7: NOTICE:** Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the VILLAGE:
Denise Domalewski
Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212

e-mail:ddomalewski@orland-park.il.us

To the CONTRACTOR:
Thomas W. Talbot
Project Manager
Meade Electric Company, Inc.
9550 W. 55<sup>th</sup> Street, Suite A
McCook, Illinois 60525

Telephone: 708-588-2500 Facsimile: 708-588-2501

e-mail: ttalbot@meadeelectric.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

**SECTION 9: PAYMENTS TO OTHER PARTIES:** The CONTRACTOR shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

<u>SECTION 10: COMPLIANCE:</u> CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 11: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park

from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.

**SECTION 12: LAW AND VENUE:** The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

**SECTION 13: MODIFICATION:** This Contract may be modified only by a written amendment signed by both PARTIES.

<u>SECTION 14: COUNTERPARTS:</u> This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the parties.

FOR: THE VILLAGE	FOR: THE CONTRACTOR
Ву:	By: /// 4X
Print Name: Pour G. Spines	Print Name: Michael K. Knutson
Its: Village Manager	Its: _ Vice President
Date: 6/9/10	Date: 6/4/10



9550 W. 55th Street • Suite A • McCook, IL 60525 • 708-588-2500 • 708-588-2501 Fax

December 18, 2009

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

Attention:

Thomas E. Martin - Superintendent

Reference:

Type 2 Traffic Signal Maintenance January 1, 2010 - December 31, 2010

Dear Tom.

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

1) 151st St. & 88th Ave.

6) 143rd St. & 94th Ave. / John Humphrey

2) 151st St. & 94th Ave.

7) 143rd St. & Clearview

3) 151<sup>st</sup> St. & Regent Dr.
 4) 151<sup>st</sup> St. & Ravinia

8) 143rd St. & Orland Park Crossing

9) 156th St. & 94th Ave.

5) 151st St. & Orland Brook Dr.

10) 157th St. (Sunrise Lane) & 94th Ave.

Total - 10 Locations @ \$ 138.00 per location

\$ 1,380.00 per month

Annual Cost

\$ 16,560.00

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 18, 2009

Page 2 Traffic Signal Maintenance

Our service people have radios, telephones, and pagers 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.

This contract will be in effect for one (1) year, and unless we are notified to the contrary, it will automatically renew at the end of each contract year. This contract can also be cancelled upon thirty (30) days written notice by either party. We reserve the right to negotiate price adjustments at the end of each contract year to reflect changes in labor and material costs.

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 ELECTRIC COMPANY, INC.

tomes W. Talbet

Thomas W. Talbot Project Manager

enclosures

SIGNED AND ACCEPTED - SPECIFICATION #2

/ILLAGE OF ORLAND PARK

DATE 6/9/10



9550 W. 55th Street • Suite A • McCook, IL 60525 • 708-588-2500 • 708-588-2501 Fax

### 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.
- 44 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.

PROVIE MOUTHLY STATUS REPORT AND MAINTENANCE SERVICE LOUS FOR ML SKAME. RELATED WORK.

PROVIE MOUTHLY STATUS REPORT AND MOUTENANCE SERVICE LOUS FOR ML SKAME. RELATED WORK. 4-B

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. BERRET TOT WILLIE

- 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. Group re-lamp traffic signal heads at expiration of average rated lamp life.

TUST 4-22-10 MESTING CLICESOF 11. Whenever repairs at a signalized intersection require that the controller be WALCH BELLECKEL BOLLD. disconnected, the contractor shall place a stop sign on each approach to the GLANDERS MENSON intersection as temporary means of regulating traffic. However, if power is available, the dontractor snan material the intersection following Approvat by the Village, available, the contractor shall install a flasher, flashing red on all approaches to AND purcent



9550 W. 55th Street • Suite A • McCook, IL 60525 • 708-588-2500 • 708-588-2501 Fex

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

- (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. 12. lights out. knockdowns, or two (2) red lights out at an intersection are considered emergencies. PERFORME GUARANTES WITCHIA SKTY (60) MINKITES OF VILLAGE CALL FOR SERVICE.
- 13. Any additional traffic control intersections may be added to this contract at the unit price shown in the agreement. NONE FOR 2010 TOT 12210
- 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. WITH PRIOR WRITTED
- The owner reserves the right to recover costs for all damages from the damaging 16. party.
- All invoices for extra work to be paid within thirty (30) days from the date of TOT 422-10 invoice.

  Des proposition of 1272-10 AT LEVELS SPECILLED 17. PRE ADPROVED TUST 4-22 10
- BY TIEVILLAGE DE The contractor will carry all necessary property damage and liability insurance and manufacture and contract and the population of the signals and all contract the contract and 18. -> involving the operation of the signals and all control hardware and look detection systems.
- 19. Any work relating to the emergency vehicle preemption equipment is not included in the routine maintenance. AND WILL BE BILLED, ITEM TED, APART FROM COUTER STURE

# MEADE ELECTRIC COMPANY, INC. DESCRIPTION OF ROUTINE MAINTENANCE TRAFFIC SIGNALS REVISED SPECIFICATION #2 VILLAGE OF ORLAND PARK, ILLINOIS

- 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.
- 4A. 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.
- 4B. Provide monthly status report and maintenance/service logs for all signal related work performed by the contractor for the Village pursuant to this agreement.
- 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 inspect 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. Group re-lamp traffic signal heads at expiration of average rated lamp life.
- 11. Whenever repairs at a signalized intersection require that the controller be disconnected, following approval by the Village, the contractor shall place a stop sign meeting current muted retroreflectivity standards, sizing and placement 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.

# MEADE ELECTRIC COMPANY, INC. DESCRIPTION OF ROUTINE MAINTENANCE TRAFFIC SIGNALS SPECIFICTION #2 VILLAGE OF ORLAND PARK, ILLINOIS

- 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. Response guaranteed within sixty (60) minutes of Village call for service.
- 13. Any additional traffic control intersections may be added to this contract at the unit price shown in the agreement. None for 2010.
- 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 with prior written estimate and Village authorization.
- 16. The owner reserves the right to recover costs for all damages from the damaging party.
- 17. All invoices for preapproved 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 at levels specified by the Village for all equipment, vehicles and labor involving the maintenance and operation of the signals and all control hardware and loop detection systems.
- 19. Any work relating to the emergency vehicle preemption equipment is not included in the routine maintenance and will be billed, itemized, apart from contractual service.

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### **BUSINESS ORGANIZATION:**

Sole Proprietor: An individual whose sign	nature is affixed to this proposal.
Partnership: Attach sheet and state full rand/or partners. Provide percent of ownership and a	names, titles and address of all responsible principals a copy of partnership agreement.
X Corporation: State of Incorporation: Provide a disclosure of all officers and principals and indicate if the corporation is authorized to do b	by name and business address, date of incorporation
In submitting this proposal, it is understood that the any or all proposals, to accept an alternate proposal	ne Village of Orland Park reserves the right to reject, and to waive any informalities in any proposal.
In compliance with your Request for Proposals, a offers and agrees, if this proposal is accepted, to fur	nd subject to all conditions thereof, the undersigned rnish the services as outlined.
Meade Electric Company, Inc. Business Name	(Corporate Seal)
milk#6	Michael K. Knutson
Signature	Print or type name
Vice President	6/4/10
Title	Date

# CERTIFICATION OF ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS

**IMPORTANT:** THIS CERTIFICATION MUST BE EXECUTED.

I,Michael K. Knutson	_, being first duly sworn certify and say
that I am Vice President	
(insert "sole owner," "partner," "president," or oth	her proper title)
ofMeade Electric Company, Inc.	, the Prime Contractor
submitting this proposal, and that the Prime Contractor is not be	parred from contracting with any unit of
state or local government as a result of a violation of either	Section 33E-3, or 33E-4 of the Illinois
Criminal Code, or of any similar offense of "bid-rigging" or "bid-rigging"	id-rotating" of any state or of the United
States.	
Signature of Person Ma	aking Certification
Subscribed and Sworn To	
Before Me This 4th Day	
of, 20 <sup>10</sup> .	
Notary Public	
"OFFICIAL SEAL" JOAN T. MASELLI	

### SEXUAL HARASSMENT POLICY

Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must:

"Have <u>written</u> sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)

Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

every contract to which th party."	e State, any of its politica	cal subdivisions or any municipal corporation is a
I, Michael K. Knutson	, having submitted a pro	oposal for Meade Electric Company, Inc.
(Name)		(Name of Contractor)
for Annual Traffic Signal Ma (General Description	aintenance of Work Proposed on)	to the Village of Orland Park, hereby
certifies that said contractor	nas a written sexual haras	ssment policy in place in full compliance with 775
ILCS 5/2-105 (A) (4).		

Authorized Agent of Contractor

Subscribed and Sworn To

Before Me This 4th Day

of Juen , 20 10

Notary Public



### **EQUAL EMPLOYMENT OPPORTUNITY**

- **Section I.** This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.
- **Section II.** In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- **B.** That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- **D.** That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.
- **E.** That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

- **F.** That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.
- G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Vendor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Vendor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

**Section III.** For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Vendor and any person under which any portion of the Vendor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Vendor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

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ATTEST:

DATE

### **TAX CERTIFICATION**

I, Michael K. Knutson , having been first duly sworn depose
and state as follows:
I,, am the duly authorized
agent for Meade Electric Company ,Inc, which has
submitted a proposal to the Village of Orland Park for
Annual Traffic Signal Maintenance and I hereby certify
(Name of Project)
that Meade Electric Company, Inc. is not
delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.
By:
Title: _ Vice President
Subscribed and Sworn To
Before Me This4th_ Day
of, 20_10.
Notary Public



### **INSURANCE REQUIREMENTS**

### WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 - Each Accident \$500,000 - Policy Limit \$500,000 - Each Employee Waiver of Subrogation in favor of the Village of Orland Park

### **AUTOMOBILE LIABILITY**

\$1,000,000 – Combined Single Limit
Additional Insured Endorsement in favor of the Village of Orland Park

### **GENERAL LIABILITY (Occurrence basis)**

\$1,000,000 - Each Occurrence \$2,000,000 - General Aggregate Limit
\$1,000,000 - Personal & Advertising Injury
\$2,000,000 - Products/Completed Operations Aggregate
Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

### **EXCESS LIABILITY (Umbrella-Follow Form Policy)**

\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate **EXCESS MUST COVER:** General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words "endeavor to" and ", but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives" must be stricken from all Certificates of Insurance submitted to the Village. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

The bidder agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ps	ACCEPTED & AGREED THIS 4th DA	AY OF Juen , 20 10
/	Signature Michael K. Knutson, Vice President	Authorized to execute agreements for Meade Electric company, Inc.
	Printed Name & Title	Name of Company

#### DATE (MM/DD/YYYY) ACORD. CERTIFICATE OF LIABILITY INSURANCE 6/3/2010 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE ROBERT B MCMANUS, INC. HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. 111 W Jackson Blvd #1134 Chicago, IL 60604 INSURERS AFFORDING COVERAGE NAIC# (312)786-9090 (312)341-1133 fax INSURED INSURER A: OBE Insurance Corp. 11515 Meade Electric Co., Inc. INSURER B: Charter Oak Fire Ins. Co. 25615 INSURER C: American Zurich Insurance 40142 9550 W. 55th St., Suite A INSURER D: Safety National Casualty Corp. 15105 McCook, IL 60525 INSURER E

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICYEXPIRATION DATE(MM/DD/YY)	LIMITS
A	x	GENERAL LIABILITY  X COMMERCIAL GENERAL LIABILITY  CLAIMSMADE X OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER:  POLICY X JECT LOC	MQG 00 100 - 1 XCU Coverage	06/25/09	06/25/11	EACH OCCURRENCE   \$ 1,000,000
В	х	AUTOMOBILE LIABILITY  X ANYAUTO  X ALL OWNED AUTOS  X SCHEDULED AUTOS  X HIRED AUTOS  X NON-OWNED AUTOS	DT-810-5807B660-	06/25/09	06/25/10	COMBINED SINGLE LIMIT \$ 2,000,000  BODILY INJURY (Per person) \$  BODILY INJURY (Per accident) \$  PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ANYAUTO				AUTO ONLY-EA ACCIDENT \$ OTHER THAN AUTOONLY: AGG \$
C	х	EXCESS/UMBRELLA LIABILITY  X OCCUR CLAIMS MADE  DEDUCTIBLE  RETENTION \$	AUC-5964478	06/25/09	06/25/10	### STATE   \$10,000,000
D	ANY I	RKERS COMPENSATION AND LOYERS' LABILITY PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED? C describe under CIAL PROVISIONS below	AGC-2U55-IL	01/01/09	01/01/11	WCSTATU OTH- TORYLIMITS ER   1,000,000   E.L. DISEASE - EA EMPLOYEE \$ 1,000,000   E.L. DISEASE - POLICY LIMIT   \$ 1,000,000
В	Pr Eq	eoperty & ruipment	QT6308758M006~TI	06/25/09	06/25/10	All Risk Value

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Add'l Insured: Village of Orland Park, and their respective officers, trustees, directors, employees and agents on a primary and non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured. RE: Contract for 2010 Traffic signal maintenance. A Waiver of Subrogation in favor of the additional is

included under G/L and Workers Compensation policies.

CERT	IFICA'	TE H	OLDER

Village of Orland Park Attn: Denise Demaleski 14700 S. Ravinia Ave. Orland Park, IL 60462 CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL XXXXXXXXX MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO BO SO SHALL IMPOSE NO OBLIGATION OF LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR

TOOL NO OBLIGHTION ON LUBERTY OF THE THIRD

REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE

Spar Mc Manne