



**SERVICE
AGREEMENT
FOR
TRAFFIC SIGNAL MAINTENANCE**

Owner: Village of Orland Park

Contractor: Meade, Inc.

Contract Date: February 1, 2020

General Terms and Conditions for Contractors

THIS AGREEMENT, made as of this Contract Date of **February 1, 2020** and between **Village of Orland Park** (the "Owner") and **Meade, Inc.** (the "Contractor") shall serve as the governing agreement between the Owner and Contractor to provide traffic signal maintenance services in accordance with Illinois Dept. of Transportation ("IDOT") standards.

1. WORK TO BE PERFORMED. The Owner employs the Contractor to perform **traffic signal maintenance** services at locations identified in **Exhibit C** and as identified in **Exhibit A** Scope of Work at the rates described in **Exhibit B** attached hereto and all in accordance with the terms and conditions set forth. Contractor shall be solely responsible for the means, methods, and procedures of performing the Work.

2. TIME OF PERFORMANCE. Contractor will commence, and thereafter perform his Work for the period of one (1) year from the date first above written. This Agreement shall renew for subsequent one (1) year periods, unless written notice of intent not to renew is provided prior to the anniversary date.

3. WARRANTY. Contractor hereby warrants and guarantees that the Work furnished hereunder shall conform to IDOT specifications, the requirements of this Agreement, and further warrants and guarantees that the Work is free from any and all defects in material and workmanship for the period of **one year** from the completion date. Contractor shall promptly, and at its sole cost and expense, either repair or replace defective Work upon receipt of Owner's written notice of a defect.

4. PRICING FOR MATERIAL AND SERVICES. The Month Maintenance Rates as identified in Exhibit B shall represent Contractor's full compensation for performing the routine maintenance work. In consideration for the delivery of acceptable Material, and the performance of acceptable Services, Owner will pay to Contractor the prices set forth in this Agreement. Rates will be capped at a not to exceed 3% increase annually and will be confirmed by Contractor through addendum to this Agreement.

5. PAYMENT. The Owner shall pay to the Contractor per the Rates as stated in **Exhibit B** for performing the Work per the Local Government Prompt Payment Act (50 ILCS 505/ identified as within 60 days following completion of work.

6. OCCUPATIONAL SAFETY AND HEALTH. Contractor shall be fully and solely responsible for conducting all operations under this Agreement at all times in such a manner as to avoid risk of bodily harm to persons and damage to property. Contractor agrees to conform for the duration of this Agreement with all safety requirements of the Federal Williams-Steiger Occupational Safety and Health Act of 1970 ("OSHA"), including subsequent revisions, all other applicable safety laws, and the safety orders and regulations of the state in which work under this Agreement is performed

7. INDEMNIFICATION. Contractor hereby assumes the entire liability for its own negligence and fault and the negligence and fault of its own employees and/or Subcontractors. Contractor agrees to indemnify and save harmless the Owner, from and against any and all claims, damages, loss, expenses, including legal fees, that Owner may sustain as a result of any act or failure to act, negligent or otherwise, of Contractor.

8. CONTRACTOR'S INSURANCE. Contractor shall provide evidence to Owner and maintain, during the performance of this Agreement, for Owner's protection and at Contractor's expense, the insurance described in Sections A. and B. below.

Section A. Mandatory Insurance Coverage

Contractor shall maintain Workers' Compensation and Occupational Diseases Coverage for statutory limits in accordance with applicable law. Limits of liability as respects Employer's Liability must be at least one million dollars (\$1,000,000.00) for each occurrence. The

Section B. Mandatory Insurance Coverage/Additional Insured

Contractor shall maintain Commercial General Liability, Commercial Automobile Liability, and Excess Liability or Umbrella Insurance described in a. through c. below, and shall include as additional insureds, the Owner and Contractor, its directors, officers, agents, employees, and others as required:

- a. Commercial General Liability Insurance shall include coverage limits of liability to be at least one million dollars (\$1,000,000.00) for each occurrence.

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- b. Commercial Automobile Liability Insurance shall provide coverage of liability to be at least one million dollars (\$1,000,000.00) for each occurrence.

- c. Excess or Umbrella Liability Insurance shall be at least as broad as the underlying policies of liability insurance. Limits of liability must be at least five million dollars (\$5,000,000.00) for each occurrence.

9. TERMINATION FOR CONVENIENCE. Either party may by notice in writing, suspend or terminate for convenience at any time the performance of all or any portion of Work to be performed under this Agreement.

IN WITNESS WHEREOF.

The parties hereto have executed this Agreement under seal of the day and year first above written.

Contractor

Meade, Inc.
Attn: Contract Administrator
625 Willowbrook Center Parkway
Willowbrook, IL 60527
708-588-2500

Owner

Village of Orland Park
Attn: George Koczwara, Village Manager
14700 S. Ravinia Avenue
Orland Park, IL 60462
708-403-6100

Signature

Signature

Printed Name

Printed Name

Printed Title

Printed Title

Date

Date

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“EXHIBIT A”

SCOPE OF WORK

I. TRAFFIC SIGNAL MAINTENANCE – ROUTINE

- A.** Patrol the traffic control signal system once every month
- B.** Keep signal heads, posts, control cabinets, and foundations in alignment and tightly connected
- C.** Check the control equipment, pedestrian push buttons, relays and detectors monthly to ascertain that the traffic signal installation is functioning properly
- D.** Keep interior of control housing in a neat and workmanlike manner at all times
- E.** Replace outages with-in manufactures rated life of the LED module
- F.** Maintain video detection (if applicable) and keep in working order. Meade will not be responsible for replacement costs of video equipment due to obsolescence, weather damage, or manufacturer defect.
- G.** Maintain Uninterruptable Power System (Battery Backup Unit) (if applicable) and keep in working order. Meade will not be responsible for replacement costs of BBU related equipment due to end of rated life, obsolescence, weather damage, or manufacturer defect.

II. TRAFFIC SIGNAL EXTRA WORK – NON-ROUTINE

- A.** Repairs required as a result of vandalism, motorist caused damage, weather damage, 3rd party damage, end of rated life, obsolescence, etc. will be repaired and invoiced to the owner on a time and material basis
- B.** Cost for replacement of traffic signal loops will be invoiced at an agreed upon unit price
- C.** JULIE locates of the traffic signal system will be invoiced on a time and material basis
- D.** Incandescent bulbs are obsolete. Any existing traffic signal installations that are still incandescent shall be upgraded with LED at owners’ expense.
- E.** Cost for replacement of existing LED traffic signal modules at the end of the manufacturers recommended rated life will be at the owner’s expense
- F.** Any work relating to emergency vehicle preemption equipment (if applicable) will be invoiced on a time and material basis

III. TERMS

- A.** The contractor will not be responsible for damage to the system beyond his or her control. Such work will be done on a time and material basis by authorization of the director.
- B.** The owner reserves the right to make recovery for damage to any part of the system from the party causing the damage.
- C.** All invoices to be paid to the Contractor per the Rates as stated in **Exhibit B** for performing the Work per the Local Government Prompt Payment Act (50 ILCS 505/ identified as within 60 days following completion of work.
- D.** The contractor will carry all necessary property damage and liability insurance involving he operation of the signals.
- E.** Respond to emergency calls from an authorized agent of the owner twenty-four (24) hours a day, including Saturdays, Sundays, and holidays

**EXHIBIT B
MONTHLY MAINTENANCE RATES***

\$177.00 per location per month

*Any additional traffic control intersections may be added to this agreement @ the unit price identified on Exhibit b and as amended thereafter. Compensation for any authorized additional Services will be mutually agreed upon and on a Time & Material basis

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**EXHIBIT C
LOCATIONS**

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