### RESOLUTION R 34-24

# A RESOLUTION AUTHORIZING AN AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO THE PUBLIC RELATIONS SERVICES FOR THE PUBLIC SAFETY FACILITY IMPROVEMENTS PROJECT

WHEREAS, the Corporate Authorities of the Village of Lombard have received a proposed Agreement between the Village of Lombard and MECO Consulting Group regarding professional services related to Public Safety Facility Improvement Project as attached hereto, marked Exhibit "A" and made part hereof (the "Agreement"); and

WHEREAS, the Corporate Authorities deem it to be in the best interests of the Village of Lombard to approve said Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS as follows:

**SECTION 1**: That the Agreement attached hereto as Exhibit "A" is hereby approved.

SECTION 2: That the Village Manager is hereby authorized and directed to execute the Agreement attached hereto as Exhibit "A", as well as any and all other documents necessary to carry out the provisions of said Agreement.

Adopted this 20th day of June, 2024, pursuant to a roll call vote as follows:

Ayes: Trustee LaVaque, Puccio, Dudek, Honig, Militello, and Bachner

Nays: None

Absent: None

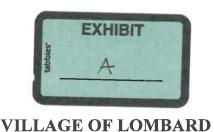
Approved by me this 20th day of June, 2024.

Keith T. Giagnorio Village President

ATTEST:

Elizabeth Brezinski

Village Clerk



### **CONTRACT DOCUMENT NUMBER FM 25-11**

This agreement is made this day of \_\_\_\_\_\_, 2024 between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and MECO Consulting Group, hereinafter to as (the "Contractor") and its successors.

Witnessed, that in consideration of the mutual promises of the parties delineated in the contract documents, the Contractor agrees to perform the services and the Village agrees to pay for the following services as set forth in the contract documents:

## PUBLIC RELATIONS SERVICES MUNICIPAL PUBLIC AFFAIRS, INFORMATION AND RESIDENT ENGAGEMENT

- 1. This contract shall embrace and include all of the applicable contract documents listed below as if attached hereto or repeated herein:
  - a. Specification and contract document no FM 25-11 for Public Relations Services
    - i) Cover Sheet
  - ii) Table of Contents
  - iii) Invitation to Bid on Contract Document No. FM 25-11 Legal Notice
  - iv) General Terms, Conditions and Instructions
  - v) Specific Terms, Conditions and Instructions
  - vi) Proposal Form
  - vii) Plans and Specifications and Specification Deviation Form
  - b. The Contractor's Proposal dated May 16, 2024
  - c. Required Performance and Payment Bonds and Certificate of Insurance
- 2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the project, which are the subject matter of this contract the total sum of \$25,450.00 paid in accordance with the provisions of the Local Government Prompt Payment Act.

- 3. The Contractor represents and warrants that it will comply will all applicable Federal, State and local laws concerning prevailing wage rates and all Federal, State and local laws concerning equal employment opportunities.
- 4. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work on this project within 30 calendar days from the date of the Notice to Proceed. Time is of the essence of this Contract and Contractor agrees to achieve completion within the contract time by all proper and appropriate means including working overtime without additional compensation.
- 5. Bonds required to guarantee performance and payment for labor and material for this work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Contractor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.
- 6. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this contract the Village demands that the Contractor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
- 7. In executing this Contract, Contractor agrees that it has examined the site of the work and the conditions existing therein, has examined the Contract Documents and taken and compared field measurements and conditions with those Documents.
- 8. This Contract represents the entire Agreement between the parties and may not be modified without the written approval of both parties.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by, Village President, and the Contractor have hereunto set their hands thisday of, 2024.
If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here:
Accepted this 30 day of May, 2024.
Individual or Partnership Corporation

MauxEMetermani	president
Ву	Position/Title
By	Position/Title
MECO Consulting	Group

Print Company Name
THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this day of Tune, 2024.

Scott Niehaus Village Manager

### VILLAGE OF LOMBARD

### CONTRACTOR'S CERTIFICATION

M	(aura 51 Meternani, having been first duly sworn, depose and states as		
(Offic	cer or Owner of Company)		
follo	the President for MECO Consulting Group, (the		
	tractor"),		
	(Title)		
PUB Lom	h has submitted a proposal for the PUBLIC RELATIONS SERVICES MUNICIPAL LIC AFFAIRS, INFORMATION AND RESIDENT ENGAGEMENT, to the Village of bard and, having personal knowledge of the matters certified to herein, and being authorized to contractor to make the certifications set forth herein, hereby certifies that said Contractor:		
	as a written sexual harassment policy in place, in full compliance with 775 ILCS 05(A)(4);		
2. is	s not delinquent in the payment of any tax administered by the Illinois Department of Levenue, or if it is:		
а			
b	established by the appropriate revenue Act; or 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;		
3. is	3. is in full compliance with the Federal Highway Administration Rules on Controlled		
S	ubstances and Alcohol Use and Testing, 49 CFR Parts 40 and 382, and that		
0	Name of employee/driver or "all employee drivers")		
	s/are currently participating in a drug and alcohol testing program pursuant to the forementioned rules; and		
V	onot barred from contracting with any unit of state or local government as a result of a iolation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 961.		
	By: Mawall Me Hemeller Authorized Agent of Contractor		
	cribed and sworn to		
	re me this 31  of Way, 2024.		
^	BRITTANY M VAN OOSTENBRUGGE		
DIT Nota	Notary Public, State of Illinois Commission No. 989376 My Commission Expires April 10, 2028		
	(A)		

### ADDITIONAL INSURED ENDORSEMENT

Name of Insurer: Travelers Insurance

Named Insured: MECO Consulting Group LLC

Policy Number: 680-9N632821-23-42

Policy Period: October 2, 2023-October 2, 2024 Endors. Effective Date: 05/30/20204

This endorsement modifies coverage provided under the following:

Commercial General Liability
Coverage Part

Name of Individuals or Organization:

MECO Consulting Group LLC

WHO IS AN INSURED section of the policy/coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work".

For purposes of this endorsement, "arising out of your work" shall mean:

- 1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
- 2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
- 3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
- 4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.