

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda
Bids and Proposals



To: Village President and Board of Trustees
From: Scott Niehaus, Village Manager
Through: Carl Goldsmith, Director of Public Works
Date: November 6, 2023
Subject: 2024 Maintenance of Traffic Signal Equipment

2024 Maintenance of Traffic Signal Equipment

The purpose of the 2024-2025 Maintenance of Traffic Signal Equipment contract is to maintain Village owned equipment including traffic signals, traffic detection, signal interconnection, signal cabinets, emergency vehicle preemption, and flashing beacons. Instead of a standard Village bid project, Village staff collaborated with the DuPage County Division of Transportation to produce a joint bid for this contract. This produced greater bidding quantities with the potential of lower bid prices. The joint bid covers two years (2024-2025) and does not include extensions beyond these years. Village staff is recommending that the Village agree to this contract for the work in 2024.

Traffic signal items will primarily utilize motor fuel tax funding with supplemental funding from the construction, liability insurance, and general funds. The Village has price certainty over a two-year period (2024-2025) and will also receive cost savings from other contract item prices. The recommended 2024 bid categories from Meade Electric are summarized below:

Recommended 2024 Meade Bid	Amount
Traffic Signal Patrol	\$121,000.00
Traffic Signal Improvement	\$60,000.00
Traffic Signal Pole Painting	\$25,000.00
Crash Damage	\$20,000.00
2024 Total Contract	\$226,000.00
2024 Budget	\$223,000.00

Work for this contract will be performed and completed from January 1, 2024 through December 31, 2024. Payments to the Contractor will be based on the actual work performed at the awarded contract and agreed unit prices. The Engineering Division recommends awarding this contract to Meade, Inc., in the amount of \$226,000.00.

Please present this item to the President and Board of Trustees for their review and approval at their regular meeting on November 16, 2023. If approved, please return the executed copies of the contract and bond to Public Works Engineering for further processing.

VILLAGE OF LOMBARD

CONTRACT DOCUMENT NUMBER TRAF-24

This agreement is made this 16th day of November, 2023, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Meade, Inc. (hereinafter referred to as the "Contractor") and their respective 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:

2024 Maintenance of Traffic Signal Equipment

1. This contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
 - a. Contract Document Number 24-TSMTC-04-GM for DuPage County Division of Transportation, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) General Provisions
 - iv) Special Provisions
 - v) Standard Drawings
 - vi) Traffic Signal Special Provisions
 - vii) Addendums
 - b. The Contractor's Bid Proposals Dated: September 12, 2023
 - c. Required Performance and Payment Bonds and Certificate(s) of Insurance
2. The Village agrees to pay, and the Contractor agrees to accept as full payment the amount as shown on the Contractor's Bid Proposal, which is made a part hereof, subject to such additions and deletions as agreed to by the parties hereto.
3. Contractor shall not delegate the duties involved in the performance of the services which are the subject matter of this Contract without the written approval of the Village.
4. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment to the Contractor under this Contract, the Village requires 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

Exhibit A

become due each. This statement must be made under oath or be verified by affidavit. The Village shall not issue payment nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.

5. 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, and the Contractor have each hereunto caused this Contract to be executed by their respective duly authorized representatives this 16th day of November, 2023.

If an individual or partnership, the individual or all partners shall sign or, if a corporation, an officer(s) duly authorized shall sign.

Print Company Name

Individual or Partnership _____ Corporation _____

Accepted this 16th day of November, 2023.

By

Position/Title

By

Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 16th day of November, 2023.

Keith Giagnorio, Village President

Attest:

Elizabeth Brezinski, Village Clerk

VILLAGE OF LOMBARD

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we Meade, Inc., a company organized under the laws of the State of _____ and licensed to do business in the State of Illinois as Principal and _____, a corporation organized and existing under the laws of the State of _____, with authority to do business in the State of Illinois, as Surety, are now held and firmly bound unto the Village of Lombard, State of Illinois in the penal sum of _____ dollars (\$ _____) lawful money of the United States, well and truly to be paid unto said Village for the payment of which we bind ourselves, our successors and assigns, jointly, severally, and firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas the said Principal has entered into a written contract with the Village of Lombard, acting through the President and Board of Trustees of said Village, dated November 16, 2023, for the construction of the work designated:

2024 Maintenance of Traffic Signal Equipment

in Lombard, Illinois, which contract is hereby referred to and made a part hereof as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work, and has further agreed to guaranty and maintain said work for a one (1) year period following final payment to such Principal, and has further agreed to pay all direct and indirect damages to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation from whom any such labor, materials, apparatus, fixtures or machinery was so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

Exhibit A

NOW, THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the Village of Lombard and its officers, agents and employees, harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then upon the final payment by the Village to said Principal under said contract, the amount of this bond shall be reduced to ten percent (10%) of the amount set forth on the first page hereof for a period of one (1) year; otherwise to remain in full force and effect.

NOW, THEREFORE, if the said Principal shall well and truly perform said guaranty and maintenance work in accordance with the terms of said contract for said one (1) year period after final payment and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of performing such guaranty and maintenance work and shall commence and complete the guaranty and maintenance work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such guaranty and maintenance work during the time of the performance thereof and until the said guaranty and maintenance work shall have been accepted, and shall hold the Village of Lombard and its officers, agents and employees, harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

Exhibit A

APPROVED this 16th day of November, 2023.

IN WITNESS WHEREOF, We have duly
executed the foregoing Obligation this
____ day of _____, 2023.

VILLAGE OF LOMBARD

PRINCIPAL:

BY: _____
Village President

BY: _____

ATTEST:

Village Clerk

ATTEST:

SURETY: _____

BY: _____
(Title)

BY: _____
Attorney in Fact

BY: _____

(SEAL)

VILLAGE OF LOMBARD
CONTRACTOR'S CERTIFICATION

_____, having been first duly sworn depose and states as follows:
(Officer or Owner of Company)

_____, having submitted a proposal for:
(Name of Company)

2024 Maintenance of Traffic Signal Equipment to the Village of Lombard, hereby certifies that said Contractor:

1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).
2. 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.
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that _____
(Name of employee/driver or "all employee drivers")
is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.

By: _____
Authorized Agent of Contractor

Subscribed and sworn to
before me this _____
day of _____, 2023.

Notary Public