VILLAGE OF LOMBARD REQUEST FOR BOARD OF TRUSTEES ACTION

For Inclusion on Board Agenda Bids and Proposals

то :	President and Village Board of Trustees				
FROM:	Scott Niehaus, Village Manager				
DATE :	December 9, 2024	Agenda Date: De	ecember 19,	2024	
TITLE :	2025 Maintenance of Traffic	Signal Equipment			
SUBMITTED BY: Carl Goldsmith, Director of Public Works					
Bid Security Required Performance Bond Re Were Any Bids Without Explanation:	Received1 lers Meeting Specifications lequired drawn	Closed 9/12/2023 2	X	_No _No _No No	
Waiver of Bids Reque Award Recommended Responsible Bidder?		<u>X</u> Yes		_No	
Funding: Signal Patro Signal Items Signal Poles	Maintenance of Traffic Signa 1 \$121,000 (420.730.730.75420) \$65,000 (420.730.730.75420) \$20,000 (410.710.725.75420) Repair \$20,000 (270.120.110	0)			
	COMMENDATION:	on County DOT for	u tuaffi a si a	mal maintananaa	
Award second year of	two-year joint bid with DuPa	ge County DOT 10	or traffic sig	nai maintenance.	
If yes, was quality of	idder Worked for Village Prev work acceptable dance with Public Act 85-129.		X Ye	sNo sNo sNo	
REVIEW (as needed) Village Attorney XX_		Date			
Finance Director XX_ Village Manager XX_		Date			
NOTE: All materials mu	ust be submitted to and approved	oy the Village Mana	ger's Office 1	y 12:00 noon, Wednesday,	

prior to the Board Agenda distribution.

LEGISTAR: 240410



To: Village President and Board of Trustees

From: Mike Barbier, P.E., Civil Engineer II MB

Through: Carl Goldsmith, Director of Public Works

Date: November 27, 2024

Subject: 2025 Maintenance of Traffic Signal Equipment

2025 Maintenance of Traffic Signal Equipment

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 2025.

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 2025 bid categories from Meade Electric are summarized below:

Recommended 2024 Meade Bid	Amount
Traffic Signal Patrol	\$121,000.00
Traffic Signal Improvement	\$65,000.00
Traffic Signal Pole Painting	\$20,000.00
Crash Damage	\$20,000.00
2025 Total Contract	\$226,000.00
2025 Budget	\$223,000.00

Work for this contract will be performed and completed from January 1, 2025 through December 31, 2025. 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 December 19, 2024. 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-25

This agreement is made this 19th day of December, 2024, 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:

2025 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

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 19th day of December, 2024.

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

Meade Inc.					
Print Company Name					
Individual or Partnership Corporation	<u>X</u>				
Accepted this 19th day of December, 2024.					
MUK	Sr. Vice President				
By CHARLES TO BE A ST. THE REST. OF A ST. THE REST.	Position/Title				
By St. J. S.	Position/Title				
THE VILLAGE OF LOMBARD, ILLINOIS					
Accepted this 19th day of December, 2024.					
	Keith Giagnorio, Village President				
Attest:					
	Elizabeth Brezinski, Village Clerk				

VILLAGE OF LOMBARD

CONTRACTOR'S CERTIFICATION

Michael K Knutson (Officer or Owner of Compa	, having been first duly sworn depose and states as follows:
Meade Inc. (Name of Company)	having submitted a proposal for:
2025 Maintenance of Traffic Sign	al Equipment to the Village of Lombard, hereby certifies that said Contractor:
1. has a written sexual harassmen	nt policy in place in full compliance with 775 ILCS 5/2-105(A) (4).
a. it is contesting its less a stablished by the ab. it has entered into a	nt of any tax administered by the Illinois Department of Revenue, or if it is: iability for the tax or the amount of tax in accordance with procedures appropriate revenue Act; or an agreement with the Department of Revenue for payment of all taxes due compliance with that agreement.
3. is in full compliance with the I Use and Testing, 49 CFR Parts	Federal Highway Administration Rules on Controlled Substances and Alcohols 40 and 382 and that
is/are currently participating in a d	drug and alcohol testing program pursuant to the aforementioned rules.
	By: Sr. Vice President
Subscribed and sworn to	
before me this	

Notary Public

day of when 2024.

OFFICIAL SEAL

DENISE M POREMBA

NOTARY PUBLIC, STATE OF ILLINOIS

MY COMMISSION EXPIRES April 18, 2027

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 Illinois and licensed to do business in the State of Illinois as Principal and
Continental Casualty Company, 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 ofTwo Hundred Twenty Six Thousand
and 00/100dollars (\$_226,000) 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 December 19, 2024, for the construction of the work designated:

2025 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.

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.

APPROVED this 19th day of December, 2024.	IN WITNESS WHEREOF, We have duly executed the foregoing Obligation this
	_2nd_day of _December, 2024.
VILLAGE OF LOMBARD	PRINCIPAL: Meade, Inc.
BY: Village President	BY: Michael K Knutson Sr Vice President ATTEST: ORPO ORPO ORPO ORPO ORPO ORPO ORPO ORP
ATTEST: Village Clerk	ATTEST: Denise Poremba Group Secretary S.
	SURETY: Continental Casualty Company
	BY: Michelle Anne McMahon, Attorney-in-Fact (Title) BY:
	Attorney in Fact BY: Stacy-Ann Morrison, Witness
	(SEAL)

NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut
County of <u>Hartford</u> ss.
On this the 2nd day of December , 20 24 , before me, Stephanie Harvey, the undersigned officer, personally appeared Michelle Anne McMahon , known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for Continental Casualty Company , and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.
In witness whereof I hereunto set my hand.
Signature of Notary Public
Date Commission Expires: March 31, 2027

STEPHANIE HARVEY
NOTARY PUBLIC - CT 185862
My Commission Expires Mar. 31, 2027

Stephanie Harvey
Printed Name of Notary

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Joshua Sanford, Michelle Anne McMahon, Kathryn Pryor, Jennifer Gail Godere, Gentry Stewart, Jonathan Gleason, Sarah Murtha, Doritza Mojica, Connor Wolpert, Richard Hackner, Individually

of Hartford, CT, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed below, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 22nd day of April, 2024.







Continental Casualty Company National Fire Insurance Company of Hartford American Casualty Company of Reading, Pennsylvania

Larry Kasten

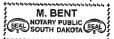
Vice President

State of South Dakota, County of Minnehaha, ss:

On this 22nd day of April, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

My commission expires

March 2, 2026



M. Bent

Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 2nd day of December, 2024.







Continental Casualty Company National Fire Insurance Company of Hartford American Casualty Company of Reading, Pennsylvania

Paula Kolsmid

Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF EACH OF CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA (as defined above, the "CNA Companies"):

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of each of the above CNA Companies at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of each of the CNA Companies.

This Power of Attorney is signed and scaled by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of each of the above Companies by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of each of the above CNA Companies by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.