



VILLAGE OF LOMBARD

255 E. Wilson Ave.
Lombard, Illinois 60148-3926
(630) 620-5700 Fax (630) 620-8222
www.villageoflombard.org

May 24, 2012

Village President
William J. Mueller

Village Clerk
Brigitte O'Brien

Trustees
Greg Alan Gron, Dist. 1
Keith T. Giagnorio, Dist. 2
Zachary C. Wilson, Dist. 3
Peter Breen, Dist. 4
Laura A. Fitzpatrick, Dist. 5
William "Bill" Ware, Dist. 6

Village Manager
David A. Hulseberg

Mr. Tom Talbot
Meade Electric Company, Inc.
9550 W. 55th Street; Suite A
McCook, Illinois 60525

Dear Mr. Talbot,

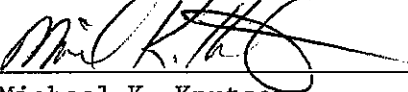
On May 17, 2012, the Village Board agreed to extend the Traffic Signal Maintenance Contract with Meade Electric Company, Inc. for nineteen (19) months (12:01 a.m. June 1, 2012, until 12:00 midnight, December 31, 2013) under the same terms, conditions, and pricing as specified in your optional second year bid proposal awarded on April 7, 2011 and in the attached letter dated, April 30, 2012. Also attached is Purchase Order 070107, demonstrating the approved maintenance work effort for this agreement.

"Our shared Vision for Lombard is a community of excellence exemplified by its government working together with residents and businesses to create a distinctive sense of spirit and an outstanding quality of life."

"The Mission of the Village of Lombard is to provide superior and responsive governmental services to the people of Lombard."

As a formality, the Village Attorney asked that I obtain a signed acceptance from you. I am sending three (3) copies of this letter. Please sign and seal your acceptance of the above conditions and contract. Keep one for your records and return (2) two signed copies to me.

Accepted this 30 day of May, 2012 Individual or
Partnership _____ Corporation x

 _____
By Michael K. Knutson Vice-President
Position/Title

By _____
Position/Title

Meade Electric Company, Inc.

Print Company Name

Sincerely,

Frank Kalisik, Civil Engineer II



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

April 30, 2012

Village of Lombard
255 E. Wilson Ave.
Lombard, IL. 60148

Attention: Frank Kalisik – Civil Engineer II

Reference: Traffic Signal Maintenance
PWO-1213
Contract Extension (19 Months - June 1, 2012 through December 31, 2013)

Dear Frank,

This letter is in response to your e-mail dated April 25, 2012 in which you expressed your desire to exercise the option to extend the current traffic signal maintenance contract that Meade Electric Company, Inc. has with the Village of Lombard for an additional nineteen (19) months.

Meade Electric Company, Inc. will gratefully and willingly accept an extension to the existing traffic signal maintenance contract with the Village of Lombard for an additional nineteen (19) months at the unit prices stated in the original contract document for traffic signal maintenance equipment FY 2012/2013. This contract will be in force from 12:01 A.M. June 1, 2012 to 12:00 midnight December 31, 2013.

We appreciate the opportunity to serve the people of Lombard.

Sincerely,
Meade Electric Company, Inc.

Thomas W. Talbot
Project Manager

cc: file

VILLAGE OF LOMBARD

CONTRACT DOCUMENT NUMBER PWO-1213

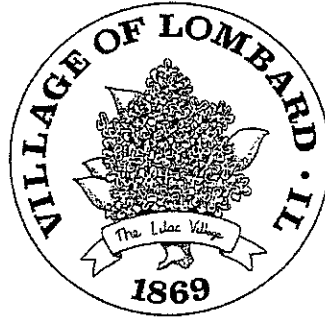
APR 19 2011

This agreement is made this 7th day of April, 2011 by and 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").

Witnesseth 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:

MAINTENANCE OF TRAFFIC CONTROL EQUIPMENT

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. PWO-1213 for Maintenance of Traffic Control Equipment, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Invitation to Bid on Contract Document No. PWO-12-13 - Legal Notice
 - iv) General Terms, Conditions and Instructions
 - v) Specific Terms, Conditions and Instructions
 - vi) Bid Proposal Form
 - vii) Plans and Specifications and Specification Deviation Form
 - b. The Contractor's Bid Proposal Dated March 4, 2011
 - 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 services which are the subject matter of this Contract the total sum of \$ 64,939.00 paid in accordance with the provisions of the Local Government Prompt Payment Act and the provisions of the Contract Documents.
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.



VILLAGE OF LOMBARD
SPECIFICATION & CONTRACT DOCUMENT NUMBER PWO-1213

Maintenance of Traffic Control Equipment

Mandatory Prebid Meeting Date.....:	February 18, 2011
Mandatory Prebid Meeting Time.....:	10:00 AM
Mandatory Prebid Meeting Location..:	1051 S. Hammerschmidt Avenue, Lombard, IL 60148
Mandatory Prebid Meeting Room.....:	Public Works Conference Room
Bid Opening Date.....:	March 4, 2011
Bid Opening Time.....:	10:00 AM
Bid Opening Location.....:	255 E. Wilson Avenue, Lombard, IL 60148
Bid Opening Room	Village Hall Lilac Conference Room
Bid Deposit	10%
Performance Bond.....:	Yes

Obtain information from and submit bids to:

Rhonda Heabel
Management Analyst
Village of Lombard
255 E. Wilson Avenue
Lombard, Illinois 60148
(630) 620-5700

Note: This cover sheet is an integral part of the contract documents and is, as are all of the following documents, part of any contract executed between the Village of Lombard and any successful bidder. Do not detach any portion of this document. Invalidation may result.

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February 2, 2011

Dear Sir or Madam:

Your attention is directed to the attached legal advertisement which appeared in the Wednesday, February 2, 2011 edition of the Lombardian requesting sealed bid proposals for Maintenance of Traffic Control Equipment

Specific instructions to bidders and specifications are enclosed.

The Village of Lombard reserves the right to reject any or all bids and to waive all technicalities or to accept the proposal deemed most advantageous to the Village of Lombard.

We welcome your bid.

Sincerely,

Rhonda Heabel
Management Analyst

RH/dmm

**VILLAGE OF LOMBARD
NOTICE TO BIDDERS
FOR
Maintenance of Traffic Control Equipment**

The Village of Lombard is now accepting sealed bid proposals for Maintenance of Traffic Control Equipment

A mandatory pre-bid will be held in the Public Works conference room, 1051 S. Hammerschmidt Avenue, Lombard, Illinois, 60148 at 10 AM on Friday, February 18, 2011. Prospective bidders must have a representative present at the pre-bid meeting. Bids will not be accepted from any prospective bidder who has not had a representative present at the pre-bid meeting.

Bid proposals must be received prior to 10:00 AM, March 4, 2011 at the Village Hall, 255 E. Wilson, Lombard, Illinois, 60148, marked "Attention: Rhonda Heabel" and at that time publicly opened and read aloud. Each proposal should be placed in a sealed envelope and labeled with the preprinted orange and white label provided by the Village. Only sealed bids will be accepted.

Bid specifications and specific instructions to bidders may be obtained from the Management Analyst at the Village Hall, 255 E. Wilson Avenue, Lombard, Illinois, 60148. **All questions concerning the bid document or specifications must be submitted in writing to the Management Analyst.** A written response will then be provided to all known bidders and made available to the public. No interpretations, clarifications or addenda will be issued after the fourth day prior to the scheduled bid opening.

All contractors and subcontractors bidding for work involving fixed works constructed for public use, for public work, or otherwise undertaking public works, must pay prevailing wages as required by the Illinois Prevailing Wage Act (820 ILCS 130).

The Village of Lombard reserves the right to reject any or all bids and to waive all technicalities or to accept the proposal deemed most advantageous to the Village.

Brigitte O'Brien
Village Clerk

GENERAL TERMS, CONDITIONS & INSTRUCTIONS

PREPARATION OF PROPOSAL

The bidder shall prepare proposal on the attached proposal forms furnished by the Management Analyst. Do not detach any portion of this document. Invalidation may result.

All blank spaces on the proposal page or pages, applicable to the subject specification, must be correctly completed in ink or type written. All signatures must be completed in ink.

If bidder is a corporation, the President and Secretary shall execute the bid and the corporate seal shall be affixed. In the event this bid is executed by other than the President, attach hereto a certified copy of that section of corporate By-Laws or other authorization by the corporation which permits the person to execute the offer for the corporation.

If bidder is a partnership, all partners shall execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Management Analyst shall be submitted.

SUBMISSION OF PROPOSAL

All bids must be delivered to the office of the Management Analyst by the specified opening time of the bid. Bids arriving after the specified time will not be accepted. Mailed bids arriving after the specified time will not be accepted regardless of post marked time on the envelope.

All bids should be submitted in a sealed 9" x 12" or 10" x 13" envelope. A preprinted orange and white label is provided by the Village and must be completely filled out and applied to the sealed envelope. The information needing to be completed by each bidder is as follows: bidder's name, address, bid item name and bid opening location, room number, time, and date.

Any bidder who does not submit a proposal is requested to return bidding documents, stating the reason for failure to submit thereon, and requesting that the bidder's name be retained on our mailing list, if desired. Bidders not submitting proposals may otherwise be removed from our bid mailing list.

BID DEPOSIT

When required on the cover sheet, all bids shall be accompanied by a bid deposit in the amount of 10% of the bid amount. Bid deposits shall be in the form of a bid bond, cash, a certified check or cashier's check drawn on a responsible bank doing business in the United States and shall be made payable to the Village of Lombard. All bids not accompanied by a bid deposit, when required, will be rejected.

The bid deposits of all except the three (3) lowest responsive and responsible bidders on each contract will be returned within fourteen (14) calendar days after the opening of the bid. The bid deposit of the accepted bidder will be returned after acceptance by the Village of satisfactory performance bond where

such bond is required or completion of contract where no performance bond is required. The remaining bid deposits of each contractor will be returned within fourteen (14) days after the Village Board has awarded the contract.

PERFORMANCE BOND

When required on the cover sheet, contractor must furnish and pay for satisfactory Performance and Labor and Material Payment Bonds in the amount of one hundred percent (100%) of the contract sum. Said Bonds shall be in a form acceptable to the Village, shall be deposited with the Village at the time of execution of the contract 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 completion of the work for a period of one (1) year to cover the one (1) year guaranty and maintenance period. Execution of any contract by the Village is contingent upon the provision of the required Bond by the contractor. As evidence of capability to provide such security for performance, each bidder shall submit with the bid proposal either a letter executed by its surety company indicating the bidder's performance bonding capability, or a letter from a bank or savings and loan within the Chicago metropolitan area indicating its willingness and intent to provide a letter of credit for the bidder. Failure to furnish the required bond within the time specified may be cause for rejection of the bid.

CONDITIONS

Bidders are advised to become familiar with all conditions, instructions, and specifications governing this bid and where applicable, the contractor shall inspect the site and conditions pertinent to the work involved. Failure to make such an inspection shall not excuse the contractor from performance of the duties and obligations imposed under the terms of the contract. Once the award has been made, failure to have read all the conditions, instructions and specifications of this contract shall not be cause to alter the original contract or to request additional compensation.

CATALOGS

Each bidder shall submit when necessary, or when requested by the Management Analyst, catalogs, descriptive literature and detailed drawings fully detailing features, designs, construction, finishes, operational manuals and the like not covered in the specifications, necessary to fully illustrate and describe the material or work proposed to be furnished. When equipment requires installation, contractor shall submit detailed shop drawings to the Management Analyst for the Village's approval. Drawings shall show the characteristics of equipment and installation details.

contract, 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 of Lombard, its officers, 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.

PERMITS AND LICENSES

The successful bidder shall obtain, at its own expense, all permits and licenses which may be required to complete the contract, and/or required by municipal, state, and federal regulations and laws.

SUBLETTING OF CONTRACT

No contract awarded by the Village of Lombard shall be assigned or any part sub-contracted without the written consent of the Management Analyst. In no case shall such consent relieve the successful bidder from his obligation or change the terms of the contract.

GUARANTEES AND WARRANTIES

All guarantees and warranties from manufacturers shall be furnished by the contractor and shall be delivered to the Management Analyst before final voucher on the contract is issued. The contractor warrants to the owner that materials and equipment furnished under the contract will be of good quality and new unless otherwise required or permitted by the contract documents and that the work will be free from defects in material and workmanship for one year from the date of issuance of the final payment by owner and any deficiencies shall be corrected by the contractor under this warranty immediately upon notification from the owner.

WITHDRAWAL OF PROPOSAL

Bidders may withdraw or cancel their proposals at any time prior to the advertised bid opening time by signing a request therefore. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days. The successful bidder shall not withdraw or cancel its proposal after having been notified by the Management Analyst that said proposal has been accepted by the Village Board. Failure on the part of the successful bidder to execute a contract within fifteen days of its receipt or to provide an acceptable bond shall be considered just cause to withdraw the award. In such case the bid deposit shall be forfeited as liquidated damages.

SAMPLES

Samples, if required, must be furnished free of expense to the Village on or before date specified; if not destroyed in examination, they will be returned to bidder, if requested, at his expense. Each sample must be marked with bidder's name, address, subject of proposal, date, and time of bid opening. DO NOT ENCLOSE IN OR ATTACH BID TO SAMPLE.

INSPECTIONS

The Village shall have the right to inspect any material, component equipment, supplies, services, or completed work specified herein before acceptance. Any of said items not complying with these specifications are subject to rejection at the option of the Village. Any items rejected shall be removed from the premises of the Village and/or replaced at the entire expense of the successful bidder.

SPECIAL HANDLING

Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the supplier will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Supplier shall also notify the Village and provide material safety data sheets for all substances used in connection with this Contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act. Failure or delay in providing data sheets may result in disqualification of your offer.

DELIVERY

All materials shipped to the Village of Lombard must be shipped F.O.B. delivered, designated location, Lombard, Illinois. If delivery is made by truck, arrangements must be made in advance by the contractor in order that the Village may arrange for receipt of the materials. The materials must then be delivered where directed and may be required to be inside delivery. Truck deliveries will be accepted between 8:30 a.m. and 3:30 p.m. on weekdays only. No deliveries will be accepted on Saturdays, Sundays, or holidays.

DISCOUNTS

Cash discounts will be considered in the evaluation of the bids. Bidders shall indicate terms as 1% - 20 days, net 30 days, 2% - 20 days, net 30 days, or 1% - 30 days, etc. Where cash discounts are offered, the discount date should begin with the invoice date or delivery date to the Village, whichever is later. No discount of less than 1% will be considered or for a period of less than 20 days. If no discount is taken, payment will be made 30 days after receipt and inspections have been completed.

TRAINING, DEMONSTRATIONS AND SHOP DRAWINGS

Training will be required by the bidders to the Village of Lombard employees if deemed necessary by the Village. Bidders are required, if requested, to present a demonstration of the item being bid if the Village feels it has insufficient knowledge of the item's operation or performance capability. Such demonstrations and training must be at "no charge" to the Village and must be at a site convenient and agreeable to the affected Village personnel.

PRICES

Unit prices shall be shown for each unit on which there is a bid and shall include all packaging, crating, freight and shipping charges and cost of unloading supplies at destination unless otherwise stated in the bid proposal.

COMPLIANCE WITH LAWS

The bidder shall at all times observe and comply with all laws, ordinances and regulations of the Federal, State, Local and Village governments, which may in any manner affect the preparation of proposals or the performance of the contract.

TAXES

The Village is exempt, by law, from paying the following taxes: Federal Excise Tax, Illinois Retailer's Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax on materials and services purchased by the Village of Lombard. A copy of the Village Tax-Exempt letter will be provided to the successful bidder when requested.

COMPLIANCE WITH OSHA STANDARDS

Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

INDEMNIFICATION

The contractor shall indemnify, defend and save harmless the Village of Lombard, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character, including, as allowed by law, liabilities incurred due to joint negligence of the Village and 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

TERMINATION OF CONTRACT

The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the contractor, in the event that sufficient funds to complete the contract are not appropriated by the Village of Lombard.

The Village further reserves the right to terminate the whole or any part of this contract, upon ten (10) days' written notice to the successful bidder, in the event of default by the successful bidder. Default is defined as failure of the successful bidder to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default and termination, the Village will procure, upon such terms and in such manner as the Management Analyst may deem appropriate, supplies or services similar to those so terminated. The successful bidder shall be liable for any excess costs for such similar supplies or service unless acceptable evidence is submitted to the Management Analyst that failure to perform the contract was due to cause beyond the control and without the fault or negligence of the successful bidder.

COMPETENCY OF BIDDER

Upon request bidder should supply the Village with information pertaining to financial stability, available equipment, prior experience and conflicting working schedules which will be used in determining the responsible bidder.

CONSIDERATION OF PROPOSALS

No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the Village of Lombard upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Village, or that has failed to perform faithfully any previous contract with the Village.

The Village of Lombard shall accept the bid of the lowest responsible bidder on the basis of the bid that is in the best interest of the Village to accept. In awarding the contract, in addition to price, the Village shall consider the following:

- a. The ability, capacity, and skill of the bidder to perform the contract to provide the service required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- d. The quality of performance of previous contracts of services;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;

- g. The quality, availability, and adaptability of the supplies or contractual services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. The number and scope of conditions attached to the bid;
- j. Whether the bidder has a place of business in the Village;
- k. Responsiveness to the exact requirements of the invitation to bid;
- l. Ability to work cooperatively with the Village and its administration; and
- m. Past records of the bidder's transaction with the Village or with other entities as evidence of the bidder's responsibility, character, integrity, reputation, judgment, experience, efficiency, and cooperativeness.

The Village may reject any and all bids, and may order a re-advertisement for new bids.

The bidder, if requested, must present within three (3) working days, evidence satisfactory to the Management Analyst of ability and possession of necessary facilities, financial resources, and adequate insurance to comply with the terms of these specifications and contract documents.

The Management Analyst shall represent and act for the Village in all matters pertaining to this proposal and contract in conjunction therewith. The Village reserves the right to accept or reject any and all proposals or to waive technicalities, or to accept or reject any item of any proposal, and to disregard any informality on the bids and bidding, when in its opinion the best interest of the Village will be served by such actions.

The bids shall be awarded to the lowest responsible bidder who submits the responsive bid that is most advantageous to the public. In determining the responsibility of any bidder, the Village may take into account other factors in addition to financial responsibility such as past records of its or other entities' transactions with the bidder, experience, ability to work cooperatively with the Village and its administration, adequacy of equipment, ability to complete performance within the necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities, and resources. Written notification of award of contract will be mailed to each bidder within ten (10) working days of the President and Board of Trustees' decision.

PERFORMANCE REFERENCES

All bidders shall supply three (3) names, addresses, telephone numbers and names of persons to contact as performance references, of current accounts.

Company Name:..... : Kane County Division of Transportation
Address..... : 41W011 Burlington Road
City & State..... : St. Charles, IL 60175
Telephone Number..... : 630-584-1170
Person To Contact..... : Tom Szabo
Title/Position..... : Traffic Engineer

Company Name:..... : City of Naperville
Address..... : 400 S. Eagle Street
City & State..... : Naperville, IL 60566
Telephone Number..... : 630-548-2958
Person To Contact..... : Andy Hynes
Title/Position..... : Traffic Engineer

Company Name:..... : DuPage County, Division of Transportation
Address..... : 421 N. County Farm Road
City & State..... : Wheaton, IL 60187
Telephone Number..... : 630-407-6893
Person To Contact..... : Dave Ziesemer
Title/Position..... : Traffic Engineer

DISQUALIFICATION OF BIDS

The following will be cause for disqualification of bids:

- a. Prices excessively high and/or exceed monies available for the intended purchases;
- b. Failure to submit bid deposit or surety;
- c. Failure to offer to meet specified delivery or performance schedules;
- d. Failure to price out the bid in conformance to the required format; or qualification of price to protect the bidder from unknown future market conditions;
- e. Rights of the purchasing agency limited under any contract clause;
- f. Bidder currently listed among "debarred" bidders list. "Debarred" bidders list is a list of vendors who have not complied with the rules and regulations of Village contracts. If you have any questions, please contact Rhonda Heabel, Management Analyst;

- g. Reasonable basis to suspect either conflict of interest or collusion among bidders;
- h. Bidder fails to submit required information, literature, samples, or affidavits with bid;
- i. Late bids;
- j. Failure of any authorized person to sign bid; and
- k. Bidder is prohibited by local, state or federal law from entering into public contracts.

CANCELLATION

The Village reserves the right to cancel the whole or any part of the contract if the contractor fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The contractor will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the Village, fires or floods.

DEFAULT

In case of the default by the contractor, the Village will procure articles or services from other sources and hold the contractor responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code.

INTERPRETATION OF CONTRACT DOCUMENTS

Any bidder in doubt as to the true meaning of any part of the specifications or other contract documents, may obtain information from the Village regarding clarification of the plans and specifications. Information furnished by the Village shall be made in writing and furnished to all contractors who have requested plans and specifications. The information shall also be placed on file and be made available to the public. Any bidder in doubt of the true meaning of this document must submit to the Management Analyst a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Such interpretation will be made only by an addendum duly issued by the Management Analyst. In the event that a written addendum is issued, either as a result of a request for interpretation or the result of a change in the specifications initiated by the Village, a copy of such addendum will be mailed to all bidders known to the Village and made available to the public. The Village will not assume the responsibility for receipt of such addendum. In all cases, it will be the bidder's responsibility to obtain all addenda issued. Bidders will provide written acknowledgment of receipt of each addendum issued with the bid submission. Oral explanations will not be binding. No clarifications, interpretations or addenda shall be issued after the fourth working day prior to bid opening.

The term "Village" whenever used in the specifications shall be construed to mean the Village of Lombard, DuPage County, Illinois.

All specification deviations must be clearly stated on the form provided in the bid package. If the bidder wishes to submit more than one (1) bid, each bid after the first is to be considered an alternate. These bids must be placed in separate envelopes. The envelope and the bid proposal page must be plainly marked "alternate bid."

The Village hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the bidder purposes to furnish which contains major or minor variations from specification requirements, but which may comply substantially therewith.

COLLUSION

Identical bids may be reported to the Justice Department, in conformance to the President's Executive Order No. 10936, 26 F.R. 3555 (1961), and to local or state investigative bodies. If the Village decides it is in its best interest, the contract will be awarded to the bidders located furthest from the point of delivery when identical bids include delivery cost. Publication of the situation will occur if local suppliers are involved.

INSURANCE

- (A) During the term of the contract, the contractor shall provide the following types of insurance in not less than the specified amounts:
1. Commercial General Liability - \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate;
 2. Auto Liability - Combined Single Limit Amount of \$1,000,000.00 on any contractor owned, and/or hired, and/or non-owned motor vehicles engaged in operations within the scope of this contract;
 3. Professional Liability - \$2,000,000.00 (Required only where contracts are for professional services);
 4. Workers Compensation - Statutory; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation'); and
 5. Umbrella Coverage - \$2,000,000.00
- (B) The aforementioned insurance requirements shall be fulfilled by the contractor by maintaining insurance policies which name the Village, its officers, agents, employees, representatives and assigns as additional insureds (except on policies for professional liability and workers compensation). Such insurance shall be primary and non-contributory with respect to any insurance or self-insurance programs covering the Village, its officers, agents, employees, representatives and assigns. Contractor will waive subrogation on workers compensation and general liability coverages. The contractor shall furnish to the Village satisfactory proof of coverage by a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the respective insurance companies and filed with the Village together with executed copies of an Additional Insured Endorsement (Insurance Form CG2010 - 1985 version). Said certificates shall contain a clause to the effect that, for the duration of the contract, the insurance policy shall be canceled, expired or changed so as to the amount of coverage only after written notification 30 days in advance has been given to the Village.

- (C) The contractor shall require subcontractors, if any, not protected under the contractor's policies, to take out and maintain insurance of the same nature in amounts, and under the same terms, as required of the contractor.

NON-DISCRIMINATION

- a. Bidder/Supplier shall, as a party to a public contract
1. Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
 2. By submission of this proposal, the bidder/supplier certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375 (42 U.S.C., Section 2000 (e)); Exec. Order No. 11246, 30 F.R. 12319 (1965); Exec. Order No. 11375, 32 F.R. 14303 (1967) which are incorporated herein by reference. The Equal Opportunity Clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.
- b. It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Bidder/supplier shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. S2000 et seq. and The Human Rights Act of the State of Illinois (775 ILCS 5/1 - 101).

VENUE

The parties hereto agree that for purposes of any lawsuit(s) between them concerning the contract, its enforcement, or the subject matter thereof, venue shall be in DuPage County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

PREVAILING WAGES

The Village of Lombard requires all contractors (and any subcontractors) bidding on Village projects to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq., as applicable to the particular contract. Prevailing wage rate updates can be obtained by calling the Illinois Department of Labor at (312) 793-2914, or writing to the Illinois Department of Labor at: 310 S. Michigan Avenue, 10th Floor, Chicago, Illinois 60604, or calling the Lombard Village Hall at (630) 620-5700.

Note: On August 10, 2005, Public Act 94-0515 amended the Prevailing Wage Act by requiring the contractor and each subcontractor participating on public works projects to submit monthly a certified payroll to the public body in charge of the project.

**SPECIFIC TERMS, CONDITIONS & INSTRUCTIONS
FOR
COMPLETE MAINTENANCE OF TRAFFIC CONTROL EQUIPMENT
BID DOCUMENT NUMBER PWO-1213**

The successful bidder (Contractor) shall abide by the following specifications:

The Traffic Signal maintenance and repairs are to be provided 24-hours a day/7-days a week. Emergency responses include, but are not limited to, master and local controllers, time base coordinators, modems, controller cabinets, phone lines, detectors (induction loop type, video type, pedestrian push-button, and light sensing emergency vehicle type), incandescent and light emitting diode signal lights (lights, signs and pedestrian), internally illuminating signs and traffic signal posts, mast arm assembly and poles, electric cable (standard multi conductor, shielded multi conductor, coaxial and fiber optic), conduit, communications lines and conduit between intersections, concrete foundations, handholes, junction boxes, service installations, ground rods, railroad interconnected security systems, cameras, camera wiring, mini hubs and other appurtenances. The Village has one Closed Loop Monitoring System (CLMS) includes 1 master controller interconnected to 8 intersection controllers. Also included in the CLMS is the interconnect cable, conduit, handhole systems, hardware, software, and CLMS field equipment for monitoring. Maintain all radio interconnected systems.

- 1) Patrol and inspect each intersection at least once a month for alignment of signal head(s), light outages, visors, backplates, poles, shielding of optically programmed faces, battery back-up system, Emergency Vehicle Pre-emption Equipment (EVPE) and general operation of the traffic signals. Repair or replace all worn, missing or damaged components. When responding to a maintenance call and/or performing routine monthly maintenance the Contractor shall date, sign and note any problems upon each inspection. Inspection notes and comments shall be recorded in the "Maintenance Log Book" stored inside each controller cabinet. The Contractor shall also provide the Village of Lombard with a list of intersections patrolled and the date of patrol on at least a monthly basis. (See Exhibit "1" attached hereto and made part hereof) Failure to sign and date the form inside each control cabinet and provide a list of patrolled intersections will result in a reduction in monthly routine maintenance fees paid by the Village. The reduction will be calculated at the unit cost.
- 2) Keep signal posts, control pedestals, foundations, cameras and Emergency Vehicle Pre-emption Equipment (EVPE) in alignment at all times.
- 3) Keep posts and control pedestals tight on foundation.
- 4) Keep signal posts and control housings tight on their pedestals and properly adjusted.
- 5) Keep detector equipment (excluding loops) in proper working order at all times. The Contractor shall repair/replace failed loops and bill the Village per failure. The contractor must notify the Village before repairing/replacing loops. Charges for loop repair/replacement will be per linear foot as priced in your bid document in "Exhibit 2".

- 6) Furnish and install temporary traffic control equipment whenever necessary to maintain the intersection in proper working condition at all times. The equipment will include, but is not limited to, master and local controllers, cameras and Emergency Vehicle Pre-emption Equipment (EVPE). The contractor shall install a spare unit until repaired original equipment is returned. **This also includes exercising and lubricating all locks on existing folding stop signs on a monthly basis.**
- 7) Maintain proper timing of the controllers, and detector relays. Modify timing of controllers as directed by Public Works. Once a month check the controller time to the current time and make adjustments as needed.
- 8) Keep interior of control housing in a neat and orderly manner at all times including replacing air filters once a year or more as necessary depending on conditions.
- 9) Non-repairable equipment will be replaced with new equipment of equal or greater quality. When equipment is tested and it is determined non-repairable the Contractor must notify the Village before installing the new equipment. The Village will make the final decision on the replacement equipment. The Contractor will submit a quote for equipment only. Costs associated with replacing the equipment are considered routine maintenance with no additional cost to the Village.
- 10) All controllers shall be checked at least once a month. This will include visually inspecting all timing intervals, coordination programs, vehicle and system detectors, updating controller clocks and pedestrian push buttons. This item also includes, as routine maintenance, all portions of Emergency Vehicle Pre-emption Equipment (EVPE). The Contractor shall notify the Village and 911 whenever any component of the "EVPE" system is removed for service or not operating properly. The Contractor shall notify and receive approval from the Village of Lombard prior to performing any work on the EVPE. The EVPE shall not be out of service longer than 24 hours, temporary equipment must be installed. The Contractor shall provide individual controller and system timing parameters as required by the Village of Lombard.
- 11) Replace burned out fuses whether external or internal to specific signal control equipment.
- 12) All non-LED traffic signal lamps shall be replaced with 16,000-hour lamps filled with 95% krypton gas and manufactured in the USA. All bulbs must carry a 2-year free replacement warranty. It will be the contractor responsibility to return any and all defective bulbs. Replacement of defective and or burned out bulbs is considered normal maintenance with no additional cost to the Village. All 12" lenses will have a 135-watt bulb. All 8" lenses will have a 68-watt bulb. All pedestrian lenses will have a 90-watt bulb. In addition, reflectors and lenses shall be cleaned when signal lamps are installed or replaced. **Complete bulb replacement will be conducted and completed in June 2011** in accordance with "Exhibit 2".
- 13) The Contractor will replace failed LED lights and invoice the Village for the cost of a new LED unit. Costs associated with replacing the LED unit are considered routine maintenance with no additional cost to the Village.
- 14) Replace defective equipment that is part of the specific traffic control installation. Wiring is to be continuous from controller terminal blocks to signals without interim splicing. (EXCEPTIONS: Loop

detector cable shall have one splice in the handhole closest to the loop and traffic signal knockdowns a splice at base of pole is acceptable.)

15) When repairs at a signalized intersection require that the controller be disconnected, the Contractor will install a temporary controller and, if necessary, shall place a stop sign on each approach to the intersection as a temporary means of regulating traffic.

16) Emergency 24-hour, 7-day a week service shall be rendered within one (1) hour of notification in the event of a signal failure, outage or knockdown, intersection shutdown, power failure or Emergency Vehicle Pre-emption Equipment (EVPE) failure. In the event of a power failure or any other circumstance that would prevent a signal from operating normally the Contractor shall place the signal(s) on flashing red and/or place a stop sign for each approach to the intersection. If any single bulb or LED outages occur, the section shall be relamped by noon of the next normal working day. When a red lamp outage occurs and at least two faces remain illuminated in the same direction of travel, the darkened red section shall be relamped by noon of the *next normal working day* following notification. If less than two red sections are illuminated for any direction of travel the outage will be handled as an emergency. When equipment is removed for repair or is replaced for any reason the Contractor will notify the Village by the next business day.

17) Traffic signal locations are shown in Exhibit "1". Any additional intersections may be added or deleted at the unit price indicated. If a signal installation is reconstructed and changed as to the type of actuation, the Contractor will maintain said reconstructed intersection at the unit price submitted for the new type of actuation. Maintenance charges for newly installed signals that have become operational shall be pro-rated based upon the date on which the signal becomes operational.

18) Furnish turn-on inspection and approval of new or reconstructed intersections or flasher locations at the request of the Public Works Department.

19) All emergency or standard notification will come from the Lombard Police Department, Public Works Department or Fire Department. No other Village agency has authority to request work as outlined.

20) This contract shall be in force from 12:01 a.m., June 1, 2011, until 12:00 midnight, May 31, 2012. When maintenance responsibilities change from one contractor to another and temporary equipment is in operation at any location in the Village, said equipment shall remain until the original Contractor replaces it with permanent equipment.

21) The Village of Lombard also reserves the right to extend this contract for a period of one year from 12:01 a.m., June 1, 2012 until 12:00 midnight, May 31, 2013, under the same terms and conditions as the original contract upon issuance of notice in writing of its intention to exercise this option, said notice to be issued at least one hundred twenty (120) days prior to the expiration of the contract period. If exercised, a new contract, contract bond and certificate of insurance will again be signed and executed for the second year. The Contractor, however, shall have the privilege of rejecting an extension of the contract period. Such a rejection shall be made at least ninety (90) days prior to the expiration of the contract period and shall state his unwillingness to continue under the same terms and conditions.

22) Payment shall be on a monthly basis, invoiced to the "Village of Lombard". The amount due shall be determined by the summation of the actual quantities, multiplied by the unit prices shown in the Schedule of Prices contained herein (See Exhibit "2" attached hereto and made part-of). All additional work will be billed separately.

23) The following provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2007 (referred to hereinafter as the "Standard Specifications"); the "Supplemental Specifications and Recurring Special Provisions", adopted January 1, 2011; the latest edition of the "Illinois Manual on Uniform Traffic Control Devices For Streets and Highways" (IMUTCD); and "The Standard Specifications for Sewer and Water Construction in Illinois", July 2009, Sixth Edition. In case of conflict with any part or parts of said specifications, these provisions shall take precedence and shall govern. Where no conflict exists, the named specifications shall apply to this Contract as if repeated in their entirety herein.

24) In the event the Contractor is required to repair or replace any part of the installation or system because of damage thereto, the Contractor shall be subrogated to the Village's rights of recovery against any person or entity responsible for such damage to the extent of the Contractor's costs and expenses in making such repairs or replacement. The Contractor may initiate legal action in its own name and its expense to secure its subrogation rights hereunder and the Village shall cooperate with the Contractor and shall execute and deliver such instruments and papers and do whatever else is necessary to permit the contractor to pursue such rights. On a knockdown or repair the Contractor will invoice the Village in a timely manner and the Village will reimburse the Contractor.

25) If Village-owned Emergency Vehicle Pre-emption Equipment (EVPE) at IDOT maintained intersections malfunctions, the Contractor shall be responsible to obtain, repair and return said equipment to the Village of Lombard Department of Public Works. The contractor shall install a spare unit until repaired original equipment is returned. The cost of this work shall be billed separately.

26) The Contractor shall furnish and install all necessary labor material, equipment and incidentals required to accomplish items of work required herein.

27) Provide 24-hour a day/7-days a week cable locating service including emergency locates; to include locating loops, electric service line, all underground cables, vaults and signal interconnect cable, requested by any utility service or other source to be included in monthly maintenance fee. Including multiple relocating requests.

28) NON-BID ITEM - EXTRA WORK TO BE PERFORMED

The Contractor shall furnish the labor rates and standard equipment charges listed in "Exhibit 2" for work not covered under the contract. A separate labor rate and standard equipment charges for contract years 2011-2012 and 2012-2013 must be submitted. *This item is to be submitted on your letterhead with your bid.* This will **not** be used to calculate lowest bidder. Extra work charges will remain constant throughout the length of the contract year. Relamping confirmation lights for Emergency Vehicle Pre-emption Equipment (EVPE) on an as need basis to be included in monthly maintenance fee. Relamping Vehicle Pre-emption Equipment (EVPE) shall be a par 38 LED bulb. Typical extra work performed is repair traffic signals due to a knock down, vandalism, upgrading non-repairable equipment or adding equipment and signal system repairs due to acts of god. The definition of an "ACT OF GOD" is:

ACT OF GOD - A natural event, not preventable by any human agency, such as flood, storms, or lightning. Forces of nature that no one has control over and therefore cannot be held accountable.

This phrase denotes those accidents which arise from physical causes, and which cannot be prevented.

Where the law casts a duty on a party, the performance shall be excused, if it be rendered impossible by the act of God, but where the party by his own contract engages to do an act, it is deemed to be his own fault and folly that he did not thereby provide against contingencies, and exempt himself from responsibilities in certain events and in such case, that is, in the instance of an absolute general contract the performance is not excused by an inevitable accident or other contingency, although not foreseen by, nor within the control of, the party.

- 29) Keep records of removal, repair, and service to all serial-numbered pieces of equipment and make those records available to the Village of Lombard.
- 30) A telephone log of incidents associated with routine maintenance shall be submitted to the Village of Lombard with the monthly maintenance invoice. The telephone log shall include the name and affiliation of caller, time and date of dispatch, location of trouble, nature of trouble, action taken, name of patrolman, and time and date the location was cleared.
- 31) Remove and bench test all conflict monitors at least yearly; certify each conflict monitor in writing. When a conflict monitor is removed for any reason, a temporary conflict monitor will be installed. If a conflict monitor is replaced for any reason, the Contractor shall provide a written report to the Village of Lombard indicating the intersection, date, and reason the conflict monitor was replaced.
- 32) Maintain the traffic signal conduit and interconnect conduit between traffic signals. Maintain the traffic signal cable and interconnect cable including copper wire, fiber optic cable and wireless interconnect.
- 33) Provide monthly inspections of the traffic signal system through Contractor provided staff of IMSA Level II Technicians.
- 34) Maintain temporary traffic signal installation(s). The installation shall consist of all equipment controlled by one local traffic signal controller including signal heads, two (2) or more per approach and any number of signal sections, wood poles with down guys, span wire cable, span wire accessories, tether wires, electric cables, and service installation. Pedestrian signal heads and detectors, vehicle detectors, Emergency Vehicle Pre-emption Equipment (EVPE), including system equipment, shall be included in this item where applicable
- 35) The Contractor shall maintain storage facilities and shops in one of the following counties, Lake, DuPage, Will, Cook or Kane Counties. The Village of Lombard shall have the privilege of visiting said facilities at any time.
- 36) Surplus or damaged parts from any installation which are salvageable shall be labeled as "Property of Village of Lombard" and stored in the Contractor's shop or, upon request of the Village of Lombard, at the Public Works Garage in Lombard. All parts salvaged may be reused in any installation, provided said

installation is under the maintenance jurisdiction of the Village of Lombard. The Contractor at his expense will properly dispose of all parts that cannot be reused or rebuilt. All debris will be removed by the Contractor at his expense from the highway right-of-way within 24 hours.

37) The Contractor will be responsible to return any component that uses the Light Emitting Diode (LED) technology and does not function properly to the manufacturer for repairs.

38) Response to power outages not due to "Acts of God" during normal working hours will be considered routine maintenance. Response to power outages as extra work after normal working hours will be billed to the Village by the Contractor separately for each occurrence

39) All signal repairs/replacements due to crashes, vandalism and acts of god shall be replaced with black polycarbonate heads with GE LED lamps. In the case of total post lost posts will be replaced with bronze powder coating. Damage to the control cabinet requiring replacement shall be all new equipment including EVP detectors and confirmation beacons. When priming and painting is warranted, painting to be included as a separate pay item. When signals can not be painted due to weather, when invoiced, \$200.00 will be deducted from the invoice. When painting is complete a new invoice will be issued to the Village listing said work.

**VILLAGE OF LOMBARD
BID PROPOSAL**

Proposal for Contract Document Number **PWO-1213**. We hereby agree to furnish to the Village of Lombard **COMPLETE MAINTENANCE OF TRAFFIC CONTROL EQUIPMENT** in accordance with provisions, instructions, and specifications of the Village of Lombard for the prices as follows:

Exhibit "2"

COMPLETE MAINTENANCE OF TRAFFIC CONTROL EQUIPMENT FOR 2011 - 2012

Description	Number of Intersections	Quantity/Year (X 12)	Unit Cost	Monthly Cost	Total Cost
Fully Actuated Signal Maintenance	32	384	93.00	2,976.00	35,712.00
Emergency Vehicle Pre-emption Equipment (EVPE)	31	372	24.75	767.25	9,207.00
Fire Department Emergency Vehicle Pre-emption (EVPE) Signals	2	24	67.00	134.00	1,608.00
Ped. Traffic Signals Maintenance	3	36	67.00	201.00	2,412.00
LUMP SUM Total Bidder's Proposal					\$ 48,939.00

COMPLETE MAINTENANCE OF TRAFFIC CONTROL EQUIPMENT FOR 2012 - 2013

Description	Number of Intersections	Quantity/Year (X 12)	Unit Cost	Monthly Cost	Total Cost
Fully Actuated Signal Maintenance	32	384	96.00	3,072.00	36,864.00
Emergency Vehicle Pre-emption Equipment (EVPE)	31	372	26.50	821.50	9,858.00
Fire Department Emergency Vehicle Pre-emption (EVPE) Signals	2	24	68.00	136.00	1,632.00
Pedestrian Traffic Signals Maintenance	3	36	68.00	204.00	2,448.00
LUMP SUM Total Bidder's Proposal					\$ 50,802.00

**VILLAGE OF LOMBARD
BID PROPOSAL**

Exhibit "2" (Cont.)

Complete traffic signal bulb replacement in June 2011 for contract year 2011 - 2012

Grand total for complete traffic signal bulb replacement: \$ 16,000.00

Complete replacement of defective loops including lead-in.

Grand total per foot for defective loop replacement: \$ 20.00

Extra work, equipment and material costs. Check one and write in your percentage.

- Your actual costs plus 15 % mark-up.**
- Your list price plus _____ % mark-up.**

**VILLAGE OF LOMBARD
BID PROPOSAL (CONTINUED)**

Delivery of the item(s) will be within N/A day(s) following notification of bid award.

State length and terms of warranty(s): _____

Is your bid in compliance with specifications?: X Yes No
If answer is no, list deviations on the provided "Specification Deviation" Form.

Signed on this 4th day of March , 2011.

If an individual or partnership, all individual names of each partner shall be signed:

By.....: _____

Print Name.....: _____
Position/Title.....: _____

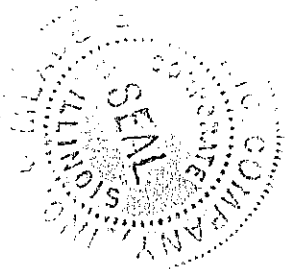
By.....: _____

Print Name.....: _____
Position/Title.....: _____

Company Name.....: _____
Address line 1.....: _____
Address line 2.....: _____
Telephone.....: _____

If a corporation, an officer duly authorized should sign and attach corporate seal

PLACE CORPORATE SEAL HERE



By.....: _____
Print Name.....: Michael K. Knutson

Position/Title.....: Vice President

Company Name.....: Meade, Inc.

Address line 1.....: 5401 W. Harrison St., Chicago, IL 60644

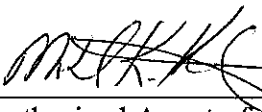
Telephone.....: 708-588-2594

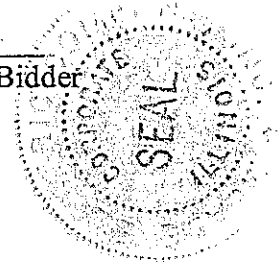
No additional charges over the total net bid price will be made during the specified Bid/Contract period.
The Village of Lombard is exempt from sales or federal tax; therefore, do not include in bid price.

All bid prices shall be shown as F.O.B. destination Lombard, Illinois, unless otherwise stated.

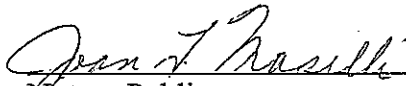
**CONTRACTOR'S (BIDDER) CERTIFICATION
BID PROPOSAL**

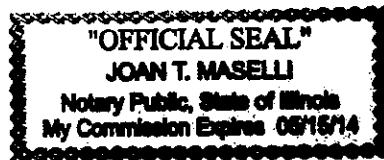
Meade, Inc. (Name of Contractor/Bidder), having submitted a bid on a contract for Maintenance of Traffic Control Equipment (General description of item(s) bid on) to the Village of Lombard, hereby certifies that said contractor/bidder is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E-3 or 33 E-4 of Article 33E of Chapter 38 of the Illinois Criminal Code or of any similar statute of another state or of a federal statute containing the same or similar elements.

By: 
Authorized Agent of Contractor/Bidder



Subscribed and sworn to before me this 4th day of March, 2011.


Notary Public



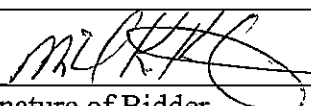
The Village of Lombard reserves the right to reject any or all bids, to waive technicalities in bidding, or to choose any combination of bids which are deemed to be in the best interest of the Village of Lombard.

**VILLAGE OF LOMBARD
SPECIFICATION DEVIATION**

We deviated from the desired specifications of the Village of Lombard in the following areas. As best as can be ascertained, there are no other deviations from those listed below:

(IF ADDITIONAL SPACE IS REQUIRED, PLEASE USE THE BACK OF THIS PAGE)

None



Signature of Bidder

3-2-11

Date



BIDDERS MUST PROPERLY FILL OUT THE FOLLOWING FORMS:

1. The Bid Proposal Form must be signed by an authorized agent. The seal, if applicable, must be affixed. The unit price(s), amount(s), delivery date(s), date of signature, warranty(s) and any other relevant information must be stated. The question concerning compliance with specifications must also be answered.
2. The Contractor's Certification Form must be signed by an authorized agent. The date, notary public seal and any other relevant information must also be properly filled out.
3. The Specification Deviation Form must be signed and dated even if no deviations are taken.
4. The Performance Reference Form located in the body of the general terms, conditions and instruction section must also be properly filled out.

IF THESE FOUR FORMS ARE NOT PROPERLY FILLED OUT, THE BID MAY BE REJECTED.

The *successful* bidder will be required to agree to and sign the Village of Lombard contract and exhibits (contract execution certification, sexual harassment policy and Illinois Department of Revenue tax compliance certification) that follow this page. These documents need not be completed at the time the bid is submitted. They are provided at this time for the bidder's information.

VILLAGE OF LOMBARD

CONTRACT DOCUMENT NUMBER PWO-1213

This agreement is made this ____ day of _____, 20__ by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (_____) hereinafter referred to as (the "Contractor").

Witnesseth 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:

MAINTENANCE OF TRAFFIC CONTROL EQUIPMENT

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. PWO-1213 for Maintenance of Traffic Control Equipment, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Invitation to Bid on Contract Document No. PWO-12-13 - Legal Notice
 - iv) General Terms, Conditions and Instructions
 - v) Specific Terms, Conditions and Instructions and Blue Prints
 - vi) Bid Proposal Form
 - vii) Plans and Specifications and Specification Deviation Form
 - b. The Contractor's Bid Proposal Dated March 4, 2011
 - 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 services which are the subject matter of this Contract the total sum of \$_____ paid in accordance with the provisions of the Local Government Prompt Payment Act and the provisions of the Contract Documents.

- 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. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.
- 5. Where the terms of this Contract conflict with the provisions of the Contract Documents, the Contract Documents shall be binding.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by William J. Mueller, Village President, and the Contractor have hereunto set their hands this __ day of _____, 20__.

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 __ day of _____, 20__.

Individual or Partnership _____ Corporation _____

By Position/Title

By Position/Title

Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this __ day of _____, 20__.

William J. Mueller
Village President

Attest:

Brigitte O'Brien
Village Clerk

Exhibit "A"

CONTRACTOR'S CERTIFICATION:

Contract Execution

_____, (Name of Contractor) having submitted a bid on a contract (Name of Contractor) for _____ (General description of item(s) bid on) to the Village of Lombard, hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code or of any similar statute of another state or of a federal statute containing the same or similar elements.

By: _____
Authorized Agent of Contractor

Subscribed and sworn to
before me this _____
day of _____, 20__.

Notary Public

Exhibit "B"

CONTRACTOR'S CERTIFICATION:

Sexual Harassment Policy

_____, having submitted a bid/proposal for
_____, to the Village of Lombard, hereby certifies that said contractor
has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).

By: _____
Authorized Agent of Contractor

Subscribed and sworn to
before me this _____
day of _____, 20__.

Notary Public

Exhibit "C"

CONTRACTOR'S CERTIFICATION:

Illinois Department of Revenue - Tax Compliance

_____, having submitted a bid/proposal for
_____, to the Village of Lombard, hereby certifies that said contractor 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: _____
Authorized Agent of Contractor

Subscribed and sworn to
before me this _____
day of _____, 20__.

Notary Public

Exhibit "D"

CERTIFICATION OF CONTRACTOR c174E
FHA Rules, 49 CFR 382

_____ hereby certifies that it is in full compliance with the
[Company Name]
Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR
382 et.seq.,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.

[Company Name]

By: _____

Its: _____

SUBSCRIBED AND SWORN TO

before me this day

of _____, 20__.

NOTARY PUBLIC

Exhibit "E"

ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:

Named Insured:

Policy Number:

Policy Period:

Endors. Effective Date:

This endorsement modifies coverage provided under the following:

Commercial General Liability
Coverage Part

Name of Individuals or Organization:

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.

Exhibit 1

FD/PD	Signal Location	Village of Lombard	Villa Park	LED	Confirmation Beacon
<i>*EVP/PS</i>					
<i>X-JS</i>	Main/22nd	X			
<i>X-JS</i>	Main/16th St.	X			X
<i>X-JS</i>	Main/Morris	X		X	X
<i>X-JS</i>	Main/Edward	X		X	X
<i>X-JS</i>	Main/GEHS	X		X	X
<i>X-JS</i>	Main/Wilson	X			X
<i>X-JS</i>	Main/Madison	X			X
<i>X-JS</i>	Main/Hickory	X			X
<i>X-JS</i>	Main/Maple	X			X
<i>X-JS</i>	Main/Parkside	X			X
<i>X-JS</i>	Main/St. Charles	X			X
<i>X</i>	Main/Pleasant Lane School Ped	X		X	
<i>X-JS</i>	Highland/South Yorktown entrance	X		X	X
<i>X-JS</i>	Highland/Yorktown Center Entrance	X		X	X
<i>X-JS</i>	Highland/Majestic	X		X	X
<i>X-JS</i>	Highland/22nd	X			X
<i>X</i>	Highland/Fire Station 2	X			X
<i>X-JS</i>	Highland/Eastgate	X		X	X
<i>X-JS</i>	Westmore/St. Charles Road		X	X	X
<i>X-JS</i>	Westmore/Maple	X			X
<i>X-JS</i>	Westmore/Washington	X			X
<i>X-JS</i>	Westmore/Madison	X			X
<i>X-JS</i>	Westmore/Jackson	X			X
<i>X-JS</i>	Westmore/Wilson	X			X
<i>X-JS</i>	Westmore/Highridge	X			X
<i>X-JS</i>	22nd/Convention Way	X		X	X
<i>X-JS</i>	22nd/Grace	X			X
<i>X-JS</i>	Finley/Eisenhower	X			X
<i>X-JS</i>	Finley/22nd	X			X
<i>X-JS</i>	Finley/Oak Creek	X			X
<i>X</i>	Finley/ 16th St/Pinebrook Ped	X			X
	Finley/Peter Hoy School Ped	X			
<i>X</i>	St. Charles/Grace	X		X	X
<i>X</i>	St. Charles/Fire Station 1	X			X
<i>X-JS</i>	St. Charles/Park	X			X
<i>X-JS</i>	St. Charles/Elizabeth	X		X	X
<i>X-JS</i>	St. Charles Rd./Crescent	X			
<i>JS</i>	St. Charles/Rt. 53	X			



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LABOR & EQUIPMENT RATES ON TIME AND MATERIAL WORK

JUNE 1, 2011 THROUGH MAY 31, 2012

<u>LABOR</u>	<u>ST. TIME</u>	<u>O.T. TIME</u>	<u>DBL TIME</u>
JOURNEYMAN ELECTRICIAN	\$93.75	\$138.00	\$183.75
FOREMAN	\$101.00	\$150.00	\$198.00

<u>EQUIPMENT</u>	<u>HOURLY RATES</u>
SERVICE TRUCK	\$19.00
AERIAL TRUCK 26'	\$34.00
AERIAL TRUCK 26' TO 55'	\$44.00
DUMP TRUCK	\$35.00
AUGER TRUCK	\$50.00
BACKHOE	\$35.00
TRENCHER	\$25.00
DIRECTIONAL BORE MACHINE	\$100.00
AIR COMPRESSOR	\$18.00
CONCRETE SAW	\$13.00

MATERIALS: COST PLUS 15%



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LABOR & EQUIPMENT RATES ON TIME AND MATERIAL WORK

JUNE 1, 2012 THROUGH MAY 31, 2013

<u>LABOR</u>	<u>ST. TIME</u>	<u>O.T. TIME</u>	<u>DBL TIME</u>
JOURNEYMAN ELECTRICIAN	\$97.00	\$142.75	\$190.00
FOREMAN	\$104.50	\$155.00	\$205.00

EQUIPMENT

HOURLY RATES

SERVICE TRUCK	\$21.00
AERIAL TRUCK 26'	\$36.00
AERIAL TRUCK 26' TO 55'	\$46.00
DUMP TRUCK	\$37.00
AUGER TRUCK	\$52.00
BACKHOE	\$36.00
TRENCHER	\$26.00
DIRECTIONAL BORE MACHINE	\$105.00
AIR COMPRESSOR	\$19.00
CONCRETE SAW	\$14.00

MATERIALS: COST PLUS 15%

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Meade, Inc.
5401 W. Harrison Street, Chicago, IL 60644

as Principal, hereinafter called the Principal, and Continental Casualty Company
333 S. Wabash Ave., Chicago, IL 60604

a corporation duly organized under the laws of the State of IL

as Surety, hereinafter called the Surety, are held and firmly bound unto Village of Lombard

1051 S. Hammerschmidt Avenue, Lombard, IL 60148

as Obligee, hereinafter called the Obligee, in the sum of Ten Percent of Amount Bid

Dollars (\$ 10%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Maintenance of Traffic Control Equipment

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

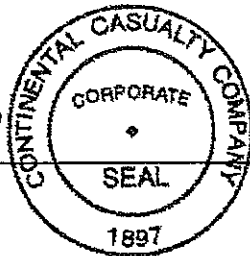
Signed and sealed this 4th day of March, 2011

John J. Mealli
(Witness)

Meade, Inc.

[Signature] (Principal) (Seal)
By: [Signature] Vice President (Title)

May Ann Powell
(Witness)



Continental Casualty Company

(Surety) (Seal)
By: [Signature]
Attorney-in-Fact Susan K. Landreth (Title)

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

Susan K. Landreth , Individually

of Chicago, IL 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 -

Surety Bond Number: Bid Bond
Principal: Meade, Inc.
Obligee: Village of Lombard

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-Law and Resolutions, printed on the reverse hereof, 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 Senior Vice President and their corporate seals to be hereto affixed on this 20th day of January, 2011.



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

Signature of Stathy Darcy
Stathy Darcy Senior Vice President

State of Illinois, County of Cook, ss:

On this 20th day of January, 2011, before me personally came Stathy Darcy to me known, who, being by me duly sworn, did depose and say: that she resides in the City of Glenview, State of Illinois; that she is a Senior 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 she 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 she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires September 17, 2013

Signature of Eliza Price
Eliza Price Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, 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-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 4th day of March, 2011.



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

Signature of Mary A. Ribikawskis
Mary A. Ribikawskis Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article IX—Execution of Documents

Section 3. Appointment of Attorney-in-Fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article VI—Execution of Documents

Section 3 Appointment of Attorney-in-Fact. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President or the Board of Directors may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article VII—Execution of Documents

Section 3. Appointment of Attorney-in-Fact. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"RESOLVED: That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Insurance Company may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the signature of a Secretary or an Assistant Secretary and the seal of the Insurance Company may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Insurance Company. Any such power so executed and sealed and certified by certificate so executed and sealed, shall with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Insurance Company."