

VILLAGE OF LOMBARD

CONTRACT DOCUMENT NUMBER TRAF-18

This agreement is made this 5th day of October, 2017, 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:

2018 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 18-TSMTC-01-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
 - b. The Contractor's Bid Proposal Dated: August 8, 2017
 - 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.

Exhibit A

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 5th day of October, 2017.

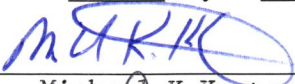
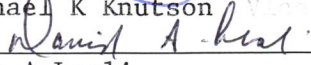
If an individual or partnership, the individual or all partners shall sign or, if a corporation, an officer(s) duly authorized shall sign.

Meade Inc.

Print Company Name

Individual or Partnership _____ Corporation xx

Accepted this 18th day of October, 2017.

By 
Michael K Knutson
By 
Dave A Leali

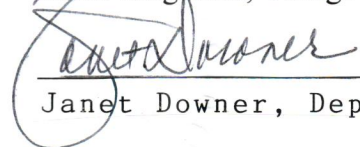
Vice President
Position/Title
Asst. Corporate Secretary
Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 5th day of October, 2017.


Keith Giagnorio, Village President

Attest:


Janet Downer, Deputy Village Clerk



VILLAGE OF LOMBARD

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

October 10, 2017

Village President
Keith T. Giagnorio

Mr. Bryan Knutson
Meade, Inc.
9550 W. 55th Street, Suite A
McCook, IL 60525

Village Clerk
Sharon Kuderna

RE: 2018 Traffic Signal Maintenance

Trustees
Dan Whittington, Dist. 1
Michael A. Fugiel, Dist. 2
Reid Foltyniewicz, Dist. 3
Bill T. Johnston, Dist. 4
Robyn Pike, Dist. 5
William "Bill" Ware, Dist. 6

Dear Mr. Knutson,

The Village Board of Trustees approved the 2018 Maintenance of Traffic Signal Equipment contract effective from 12:01 a.m. January 1, 2018 until 12:00 midnight, December 31, 2018.

Village Manager
Scott R. Niehaus

Should you agree with this contract, please sign and seal your acceptance on this contract and letter and return one (1) original document for our records. Please ensure that the Village has your updated insurance, bond, and certification documents for the above dates.

Accepted this 18 day of October, 2017
Individual or Partnership _____ Corporation XX

*"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."*

By Michael K Knutson Vice President
Position/Title
By Dave A Leali Asst. Corporate Secretary
Position/Title

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

Meade, Inc.
Company

If you have any questions, please contact me at (630) 620-5740.

Sincerely,

Matthew Lew, PE, LEED Green Assoc.
Civil Engineer

| Village of Lombard | | | | Meade, Inc. | |
|--|-------------------------------------|-------|----------|------------------------------|-----------|
| Project: 2018 Traf. Signal Maintenance Sec. No: 18-TSMTC-01-GM | | | | 9550 W. 55th Street, Suite A | |
| Date of Letting: August 8, 2017 10:00 A.M. | | | | McCook, IL 60525 | |
| Item No. | Items | Unit | Quantity | Unit Price | Total |
| T-1 | TRAFFIC SIGNAL LOCATION | EACH | 384 | \$153.00 | 58,752.00 |
| T-10 | PEDESTRIAN CROSSING SIGNAL LOCATION | EACH | 36 | \$70.00 | 2,520.00 |
| T-11 | FIRE STATION SIGNAL LOCATION | EACH | 24 | \$97.00 | 2,328.00 |
| EW-1 | BUDGETARY ALLOWANCE FOR EXTRA WORK | L SUM | 1 | \$5,000.00 | 5,000.00 |
| KD-1 | BUDGETARY ALLOWANCE FOR KNOCKDOWNS | L SUM | 1 | \$15,000.00 | 15,000.00 |
| EQ-17 | DETECTOR LOOP | FOOT | 150 | \$0.01 | 1.50 |
| Bidder's Proposal for making Entire Improvements | | | | \$83,601.50 | |

VILLAGE OF LOMBARD
CONTRACTOR'S CERTIFICATION

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

Meade Inc., having submitted a proposal for:
(Name of Company)

2018 Maintenance of Traffic Signal Equipment to the Village of Lombard, hereby certifies that said Contractor:

1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
 - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate revenue Act; or
 - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that all employee drivers
(Name of employee/driver or "all employee drivers")
is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.

By: 
Authorized Agent of Contractor

Subscribed and sworn to
before me this 18th
day of October, 2017.


Notary Public



Exhibit A

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 Illinois, with authority to do business in the State of Illinois, as Surety, are now held and firmly bound unto the Village of Lombard, State of Illinois in the penal sum of Eighty Three Thousand Six Hundred One Dollar and 50/100 dollars (\$ 83,601.50) 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 October 5, 2017, for the construction of the work designated:

2018 Maintenance of Traffic Signal Equipment

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

Exhibit A

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

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

Exhibit A

APPROVED this 5th day of October, 2017.

IN WITNESS WHEREOF, We have duly
executed the foregoing Obligation this
16th day of October, 2017.

VILLAGE OF LOMBARD

PRINCIPAL:

Meade, Inc.

BY: [Signature]

Village President

BY: [Signature]

Michael K Knutson

Vice President

ATTEST:

[Signature]
Deputy Village Clerk

ATTEST:

[Signature]

SURETY: Continental Casualty Company

BY: _____

(Title)

BY: [Signature]

Keri Ann Smith Attorney in Fact

BY: [Signature]

Jynell Whitehead, Witness

(SEAL)

ACKNOWLEDGEMENT OF SURETY

STATE OF **Connecticut**
COUNTY OF **Hartford**

On this 16th day of **October, 2017**, before me personally came **Keri Ann Smith**, to me known, who, by me duly sworn, did depose and say that he/she is the attorney-in-fact of the **Continental Casualty Company** that he/she knows the seal of the corporation; that the seal affixed to the said instrument is such company seal; that it was so affixed by order of the Board of Directors of said company and that he/she signed his/her name thereto by like order.



Notary Public, Aiza Lopez

AIZA LOPEZ
NOTARY PUBLIC-153320
MY COMMISSION EXPIRES DEC. 31, 2018



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

Stacy Rivera, Donna M Planeta, Joshua Sanford, Aimee R Perondine, Aiza Lopez, Keri Ann Smith, Brian Peters, Danielle D Johnson, Stephani A Trudeau, Michelle Anne McMahon, 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-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 Vice President and their corporate seals to be hereto affixed on this 17th day of July, 2017.



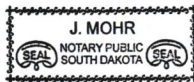
Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat

Vice President

State of South Dakota, County of Minnehaha, ss:

On this 17th day of July, 2017, before me personally came Paul T. Bruflat 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 June 23, 2021

J. Mohr

Notary Public

CERTIFICATE

I, D. Johnson, 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 16th day of October 2017.



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

D. Johnson

Assistant Secretary