
**THE CITY OF BLUE ISLAND
COOK COUNTY, ILLINOIS**

**RESOLUTION
NUMBER 2021-002**

**A RESOLUTION APPROVING A SERVICE AGREEMENT
WITH MEADE, INC. FOR TRAFFIC SIGNAL MAINTENANCE
FOR THE CITY OF BLUE ISLAND**

**DOMINGO F. VARGAS, Mayor
Randy Heuser, City Clerk**

**DEXTER JOHNSON
FRED BILOTTO
NANCY RITA
TOM HAWLEY
MICHAEL MECH
CANDACE CARR
JAMES KLINKER**

**ANNETTE ALEXANDER
WILLIAM CAZARES
KEVIN DONAHUE
BILL FAHRENWALD
JOHNNY RINGO HILL
RAEANN CANTELO-ZYLMAN
ALLAN STEVO**

Aldermen

RESOLUTION NUMBER 2021-002

**A RESOLUTION APPROVING A SERVICE AGREEMENT WITH
MEADE, INC. FOR TRAFFIC SIGNAL MAINTENANCE
FOR THE CITY OF BLUE ISLAND**

WHEREAS, the City of Blue Island has the authority to contract and be contracted with pursuant to 65 ILCS 5/2-2-12;

WHEREAS, the City plans to enter into a service agreement with Meade, Inc. for traffic signal maintenance for the one year period from February 1, 2020 through January 31, 2021;

WHEREAS, the appropriate city officials have considered and reviewed the agreement attached as Exhibit A and find the same to be in the best interests of the City;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Blue Island, Cook County, Illinois, as follows:

SECTION 1: AGREEMENT FORM AND TERMS AUTHORIZED. The terms and conditions as shown in the Agreement attached as Exhibit A to this Resolution are hereby approved.

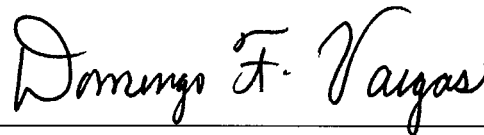
SECTION 2: AUTHORIZATION OF AGENT TO EXECUTE AND ACT IN ACCORDANCE WITH AGREEMENT. The City Council further authorizes the Mayor or his designee to execute the Agreement attached hereto as Exhibit A and any and all documentation that may be necessary to carry out the intent of this Resolution. The officers, employees, and/or agents of the City shall take all action necessary or reasonably required by the City to carry out, give effect to, and consummate the intent of this Resolution.

SECTION 3: EFFECTIVE DATE. This resolution shall be in full force and effect upon its passage, approval and publication as required by law.

ADOPTED this 26th day of January, 2021, pursuant to roll call as follows:

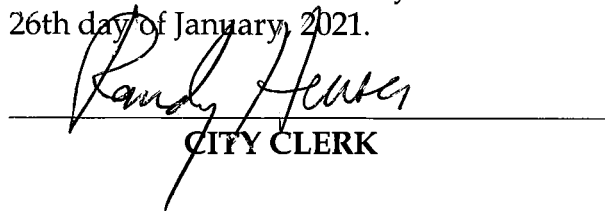
	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman JOHNSON	X				
Alderman ALEXANDER	X				
Alderman BILOTTO	X				
Alderman CAZARES	X				
Alderman RITA	X				
Alderman DONAHUE			X		
Alderman HAWLEY	X				
Alderman FAHRENWALD	X				
Alderman MECH			X		
Alderman HILL	X				
Alderman CANTELO-ZYLMAN			X		
Alderman CARR	X				
Alderman STEVO	X				
Alderman KLINKER	X				
Mayor DOMINGO F. VARGAS					
	11		3		

APPROVED: this 26th day of January, 2021.



**MAYOR OF THE CITY OF BLUE ISLAND,
COUNTY OF COOK AND STATE OF ILLINOIS**

ATTESTED and Filed in my office this
26th day of January, 2021.



CITY CLERK

EXHIBIT A

**SERVICE AGREEMENT WITH MEADE, INC. FOR
TRAFFIC SIGNAL MAINTENANCE FOR THE CITY OF BLUE ISLAND**

MEADE

**SERVICE
AGREEMENT
FOR
TRAFFIC SIGNAL MAINTENANCE**

Owner: City of Blue Island

Contractor: Meade, Inc.

Contract Date: February 1, 2020

General Terms and Conditions for Contractors

THIS AGREEMENT, made as of this Contract Date of February 1, 2020 and between City of Blue Island (the "Owner") and Meade, Inc. (the "Contractor") shall serve as the governing agreement between the Owner and Contractor to provide traffic signal maintenance services in accordance with Illinois Dept. of Transportation ("IDOT") standards.

1. **WORK TO BE PERFORMED.** The Owner employs the Contractor to perform traffic signal maintenance services at locations identified in Exhibit C and as identified in Exhibit A Scope of Work at the rates described in Exhibit B attached hereto and all in accordance with the terms and conditions set forth. Contractor shall be solely responsible for the means, methods, and procedures of performing the Work.

2. **TIME OF PERFORMANCE.** Contractor will commence, and thereafter perform his Work for the period of one (1) year from the date first above written. This Agreement ~~shall renew for subsequent one (1) year periods, unless written notice of intent not to renew is provided prior to the anniversary date.~~ *May be Renewed for subsequent one (1) year periods by written agreement of the parties.*

3. **WARRANTY.** Contractor hereby warrants and guarantees that the Work furnished hereunder shall conform to IDOT specifications, the requirements of this Agreement, and further warrants and guarantees that the Work is free from any and all defects in material and workmanship for the period of one year from the completion date. Contractor shall promptly, and at its sole cost and expense, either repair or replace defective Work upon receipt of Owner's written notice of a defect.

4. **PRICING FOR MATERIAL AND SERVICES.** The Month Maintenance Rates as identified in Exhibit B shall represent Contractor's full compensation for performing the routine maintenance work. In consideration for the delivery of acceptable Material, and the performance of acceptable Services, Owner will pay to Contractor the prices set forth in this Agreement.

5. **PAYMENT.** The Owner shall pay to the Contractor per the Rates as stated in Exhibit B for performing the Work no later than forty-five (45) days from the date of its invoice.

6. **OCCUPATIONAL SAFETY AND HEALTH.** Contractor shall be fully and solely responsible for conducting all operations under this Agreement at all times in such a manner as to avoid risk of bodily harm to persons and damage to property. Contractor agrees to conform for the duration of this Agreement with all safety requirements of the Federal Williams-Steiger Occupational Safety and Health Act of 1970 ("OSHA"), including subsequent revisions, all other applicable safety laws, and the safety orders and regulations of the state in which work under this Agreement is performed.

7. **INDEMNIFICATION.** Contractor hereby assumes the entire liability for its own negligence and fault and the negligence and fault of its own employees and/or Subcontractors. Contractor agrees to indemnify and save harmless the Owner, from and against any and all claims, damages, loss, expenses, including legal fees, that Owner may sustain as a result of any act or failure to act, negligent or otherwise, of Contractor. ~~The Owner agrees to indemnify, defend and save harmless Meade Industries, Inc. from and against any and all claims, demands, suits, actions, expenses, judgments, losses and liabilities, including fines and consultant's fees, arising out of or claimed to arise out of injuries to persons and property, to the fullest extent permitted by law. The Owner shall at its own expense defend Meade, Inc. and shall pay all costs and expenses, including attorney's fees, of and settle all judgments entered against Meade Industries, Inc.~~

8. **CONTRACTOR'S INSURANCE.** Contractor shall provide evidence to Owner and maintain, during the performance of this Agreement, for Owner's protection and at Contractor's expense, the insurance described in Sections A. and B. below.

Section A. Mandatory Insurance Coverage

Contractor shall maintain Workers' Compensation and Occupational Diseases Coverage for statutory limits in accordance with applicable law. Limits of liability as respects Employer's Liability must be at least one million dollars (\$1,000,000.00) for each occurrence. The

Section B. Mandatory Insurance Coverage/Additional Insured

Contractor shall maintain Commercial General Liability, Commercial Automobile Liability, and Excess Liability or Umbrella Insurance described in a. through c. below, and shall include as additional insureds, the Owner and Contractor, its directors, officers, agents, employees, and others as required:

- a. Commercial General Liability insurance shall include coverage limits of liability to be at least one million dollars (\$1,000,000.00) for each occurrence.

General Terms and Conditions for Contractors

- b. Commercial Automobile Liability Insurance shall provide coverage of liability to be at least one million dollars (\$1,000,000.00) for each occurrence.
- c. Excess or Umbrella Liability Insurance shall be at least as broad as the underlying policies of liability insurance. Limits of liability must be at least five million dollars (\$5,000,000.00) for each occurrence.

9. **TERMINATION FOR CONVENIENCE.** Either party may by notice in writing, suspend or terminate for convenience at any time the performance of all or any portion of Work to be performed under this Agreement.

IN WITNESS WHEREOF.

The parties hereto have executed this Agreement under seal of the day and year first above written.

Contractor
Meade, Inc.
Attr: Contract Administrator
-625 Willowbrook Center Parkway
Willowbrook, IL 60527
708-588-2500


Signature

Michael K. Knutson

Printed Name

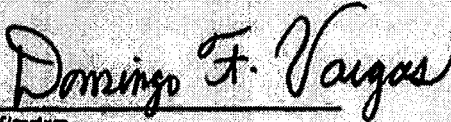
Vice President

Printed Title

1/29/21

Date

Owner
City of Blue Island
13051 Greenwood
Blue Island, IL 60406
708-396-7011


Signature

DOMINGO F. VARGAS

Printed Name

MANOR

Printed Title

1-27-21

Date

General Terms and Conditions for Contractors

"EXHIBIT A"

SCOPE OF WORK

I. TRAFFIC SIGNAL MAINTENANCE -- ROUTINE

- A. Patrol the traffic control signal system once every month
- B. Keep signal heads, posts, control cabinets, and foundations in alignment and tightly connected
- C. Check the control equipment, pedestrian push buttons, relays and detectors monthly to ascertain that the traffic signal installation is functioning properly
- D. Keep interior of control housing in a neat and workmanlike manner at all times
- E. Replace outages within manufacturer's rated life of the LED module
- F. Maintain video detection (if applicable) and keep in working order. Meade will not be responsible for replacement costs of video equipment due to obsolescence, weather damage, or manufacturer defect.
- G. Maintain Uninterruptible Power System (Battery Backup Unit) (if applicable) and keep in working order. Meade will not be responsible for replacement costs of BBU related equipment due to end of rated life, obsolescence, weather damage, or manufacturer defect.

II. TRAFFIC SIGNAL EXTRA WORK -- NON-ROUTINE

- A. Repairs required as a result of vandalism, motorist caused damage, weather damage, 3rd party damage, end of rated life, obsolescence, etc. will be repaired and invoiced to the owner on a time and material basis
- B. Cost for replacement of traffic signal loops will be invoiced at an agreed upon unit price
- C. JULIE locates of the traffic signal system will be invoiced on a time and material basis
- D. Incandescent bulbs are obsolete. Any existing traffic signal installations that are still incandescent shall be upgraded with LED at owners' expense.
- E. Cost for replacement of existing LED traffic signal modules at the end of the manufacturer's recommended rated life will be at the owner's expense
- F. Any work relating to emergency vehicle preemption equipment (if applicable) will be invoiced on a time and material basis

III. TERMS

- A. The contractor will not be responsible for damage to the system beyond his or her control. Such work will be done on a time and material basis by authorization of the director.
- B. The owner reserves the right to make recovery for damage to any part of the system from the party causing the damage.
- C. All invoices to be paid within forty-five (45) days from the date of invoice.
- D. The contractor will carry all necessary property damage and liability insurance involving the operation of the signals.
- E. Respond to emergency calls from an authorized agent of the owner twenty-four (24) hours a day, including Saturdays, Sundays, and holidays

General Terms and Conditions for Contractors

**EXHIBIT B
MONTHLY MAINTENANCE RATES***

\$177.00 per location per month

***Any additional traffic control intersections may be added to this agreement @ the unit price identified on Exhibit b and as amended thereafter. Compensation for any authorized additional Services will be mutually agreed upon and on a Time & Material basis**

General Terms and Conditions for Contractors

**EXHIBIT C
LOCATIONS**

	LOCATION
1	127TH (Burr Oak Ave) & Maple Ave
2	127th (Burr Oak Ave) & Sacramento Ave
3	127th (Burr Oak Ave) & Vincennes Rd
4	127th (Burr Oak Ave) & Western Ave
5	127th (Burr Oak Ave) & Wireton Rd
6	Broadway St & Chatham St
7	Broadway St & Old Western Ave
8	Gregory St & York St
9	Maple Ave & Vermont St
10	Western Ave & Vermont St
11	Western Ave & York St