

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

**RESOLUTION
NUMBER 2021- 054**

**A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK
COUNTY, ILLINOIS, AUTHORIZING AND APPROVING AN
AGREEMENT BETWEEN MEADE, INC. AND THE CITY OF
BLUE ISLAND, COOK COUNTY, ILLINOIS**

**FRED BILOTTO, Mayor
RAEANN CANTELO-ZYLMAN, City Clerk
JAIRO FRAUSTO, City Treasurer**

**DEXTER JOHNSON
LUIZ MONTOYA
NANCY RITA
BILL FAHRENWALD
GABRIEL McGEE
CANDACE CARR
JOSH ROLL
Alderman**

RESOLUTION NUMBER 2021-054

**A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS,
AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN MEADE, INC. AND
THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS**

WHEREAS, the City of Blue Island, Cook County, Illinois (the “*City*”) is a duly organized and existing City created under the provisions of the laws of the State of Illinois and operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefits of the residents of the City; and

WHEREAS, the City desires to contract with Meade, Inc. to provide the City with Traffic Signal Maintenance pursuant to an Agreement, a copy of which is attached hereto and made a part hereof as Exhibit A (the “*Agreement*”); and

WHEREAS, the Mayor and Aldermen of the City of Blue Island deem it advisable and in the best interests of the health, safety and welfare of the residents of the City to enter into this agreement with Meade, Inc.

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

Section 1. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. That the Mayor and Aldermen find and determine that the adoption of this Resolution is in the best interests of the City as well as in the best interests of the public.

Section 3. The Agreement provided by Meade, Inc. regarding traffic signal maintenance, which is attached hereto and made a part hereof as Exhibit A, is hereby approved in substantially

the same form presented to the Mayor and Aldermen with such necessary non-material changes as may be authorized by the Mayor to execute the Agreement, the execution of which constitutes the approval by the City of any and all changes or revisions therein contained.

Section 4. The officials and officers of the City are hereby authorized to undertake actions on the part of the City as contained in the Proposal to complete satisfaction of the provisions, terms or conditions stated therein.

Section 5. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

Section 6. All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 7. This Resolution shall be in full force and effect immediately upon its passage, approval, and publication as required by law.

(Left intentionally blank)

ADOPTED this 23rd day of **November, 2021**, pursuant to roll call as follows:

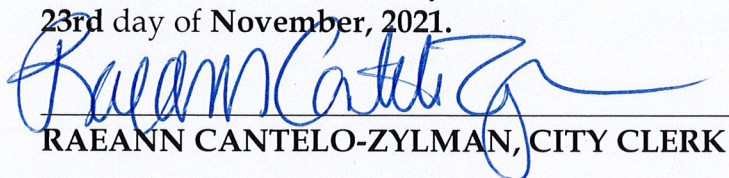
	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman JOHNSON	X				
Alderman FAHRENWALD	X				
Alderman RITA	X				
Alderman MONTOYA	X				
Alderman MCGEE			X		
Alderman CARR	X				
Alderman ROLL	X				
Mayor BILOTTO					
	6		1		

APPROVED by the Mayor on **November 23, 2021**.



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

ATTESTED and Filed in my office this
23rd day of **November, 2021**.



RAEANN CANTELO-ZYLMAN, CITY CLERK

STATE OF ILLINOIS)
)
COUNTY OF COOK) ss.

CERTIFICATION

I, RAEANN CANTELO-ZYLMAN, DO HEREBY CERTIFY THAT I am the duly elected City Clerk of the City of Blue Island, Illinois, as such City Clerk, I am the keeper of the minutes and records of the Proceedings of the City Council of the said City and have in my custody the RESOLUTIONS and BOOKS of the records of said City.

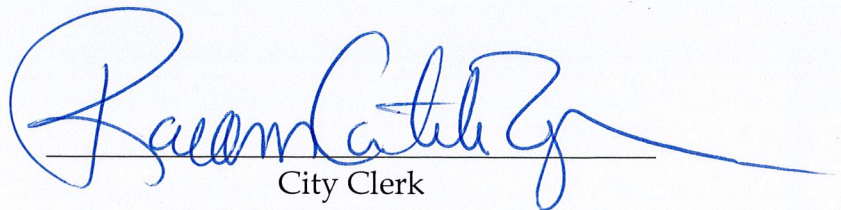
I DO FURTHER CERTIFY that the attached and foregoing is a true and correct copy of the certain **RESOLUTIONS: A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN MEADE, INC. AND THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS.**

RESOLUTION NO. 2021-054 which was adopted at a regular meeting of the City Council of the City of Blue Island, Illinois held on the **23rd day of November, 2021**; that at said meeting **6** Alderman were present; that at said meeting, on motion duly made and seconded that the Resolution did pass and on the roll being called the vote of each Aldermen present on the question of the passage of said Resolution was duly and separately taken by Ayes and Nays and their names and votes recorded in the minutes of **6** Alderman voted Aye and **0** Alderman voted Nay and **0** Alderman voted Abstain and **1** Alderman Absent.

I DO FURTHER CERTIFY that the original Resolution which the foregoing is a true copy, is entrusted to my care for safe keeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of the City of Blue Island aforesaid, at the said City in the County and State aforesaid, this **23rd** day of **November, 2021**.

CORPORATE SEAL



City Clerk

Exhibit A

Agreement

(see attached)



625 Willowbrook Center Pkwy · Willowbrook, IL 60527 (708) 588-2500

October 29, 2021

City of Blue Island
13051 Greenwood Ave.
Blue Island, IL 60406

Dear Valued Customer,

Meade values the relationship that has been built with you over the many years. It has always been our number one priority to provide excellent service to you while managing costs.

As of January 1, 2022, the new traffic signal monthly routine maintenance charge will be \$ 182.31 per intersection (see attached agreement for details). At your earliest convenience, please sign and return via email to Laura Liedman llk@meade100.com

We appreciate your support and look forward to continuing a successful business relationship in the future. If you have any questions, please contact Tom Talbot @ (708) 243-1740.

Sincerely,

A handwritten signature in black ink, appearing to read "M.K. Knutson". The signature is fluid and cursive, written over a horizontal line.

Michael K. Knutson
Vice President - Infrastructure
625 Willowbrook Center Pkwy
Willowbrook, Illinois 60527
708-588-2594 Office
708-588-2501 Fax
708-243-1775 Cell
mkk@meade100.com
www.meade100.com

MEADE

SAFETY · QUALITY · PERFORMANCE · SINCE 1908 R

SERVICE AGREEMENT FOR TRAFFIC SIGNAL MAINTENANCE

Owner: City of Blue Island

Contractor: Meade, Inc.

Contract Date: January 1, 2022

General Terms and Conditions for Contractors

THIS AGREEMENT, made as of this Contract Date of **January 1, 2022** 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.

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, 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 satisfy all judgments entered against Meade, 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.
Attn: Contract Administrator
625 Willowbrook Center Parkway
Willowbrook, IL 60527
708-588-2500

Owner

City of Blue Island
13051 Greenwood Ave
Blue Island, IL 60406

Signature

Signature

Printed Name

Printed Name

Printed Title

Printed Title

Date

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 with-in manufactures 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 Uninterruptable 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 manufacturers 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 he 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***

**TRAFFIC SIGNAL INSTALLATION
\$ 182.13 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 on a Time & Material basis**

General Terms and Conditions for Contractors

EXHIBIT C
LOCATIONS

	LOCATION
	Traffic Signal Installation
	127th St (Burr Oak Ave) & Maple Ave
	127th St (Burr Oak Ave) & Sacramento Ave
	127th St (Burr Oak Ave) & Vincennes Rd
	127th St (Burr Oak Ave) & Western Ave
	127th St (Burr Oak Ave) & Wireton Rd
	Broadway St & Chatham St
	Broadway St & Old Western Ave
	Gregory St & York St
	Maple Ave & Vermont St
	Western Ave & Vermont St
	Western Ave & York St