

Village of Oak Park  
Department of Public Works  
Administration Division  
**MEMORANDUM**

**RECEIVED**

**FEB 01 2021**

**VILLAGE MANAGERS OFFICE**

TO: Cara Pavlicek, Village Manager

FROM: John P. Wielebnicki, Public Works Director

Cc: Rob Sproule, Assistant Public Works Director  
Scott Brinkman, Street and Street Lighting Superintendent

RE: Emergency Contractor Street Lighting & Traffic Control Rates

DATE: January 29, 2021

The FY2021 Street Lighting Budget provides funds for emergency repairs in the General Contractuals, accounts no. 1001-43720-751-530660 (\$45,000.00) for street lighting and 1001-43720-752-530660 (\$10,000.00) for traffic signals.

The Public Works Department Street Lighting Division staff typically makes in-house repairs to the street lighting and traffic signal systems. When in-house staff is unavailable or lacks the necessary equipment to perform emergency repairs or improvements, an outside contractor is needed to do the work. Typical examples of such repairs are streetlight and/or traffic signal pole knockdowns due to vehicular accidents, underground electrical cable failures due to contractors hitting and breaking the lines and, if the budget allows, assisting the Department on street and alley light outages.

Pricing for these services was requested from area electrical contractors. The Request for Bids was also posted on the Village Web Site. The Street Lighting Division received four bids in response. To avoid delays we have utilized an approved list of contractors at their proposed hourly rates. Public Works practice is to call out the contractor with the lowest pricing first, but also taking into consideration their ability to respond and expertise in different areas of work. After looking over the bids from each respondent, all four contractors have been selected to enter into independent contractor agreements with the Village: H & H Electric Co. (\$15,000.00 in account 751), Meade, Inc. (\$20,000.00-\$10,000.00 in account 751 and \$10,000.00 in account 752), Western Utility LLC (\$10,000.00 in account 751) and Electric Conduit Construction Co. (\$10,000.00 in account 751). We have a long history of working with two of these contractors, H & H and Meade, and have been very satisfied with their work.

Regarding the other two bidders, Western Utility LLC and Electric Conduit Construction Co., we have contracted with them before on Capital Improvement Projects and have been pleased with their work. Their labor prices are the highest of the proposals submitted, and their response time of two hours is rather long. As such, we will be entering into smaller independent contractor agreements with them so as to evaluate their performances.

Attached are: the bid summary, the Independent Contractor Agreements for H & H Electric Co. (\$15,000.00) and Meade, Inc. (\$20,000.00) with supporting documents for your consideration. I will proceed with authorizing the Western Utility LLC (\$10,000.00) and Electric Conduit Construction Co. (\$10,000.00) Independent Contractor Agreements.

Please let me know if you have any questions.

Thank you,



## **INDEPENDENT CONTRACTOR AGREEMENT**

**THIS INDEPENDENT CONTRACTOR AGREEMENT** (hereinafter "Contract" or "Agreement") is entered into on the 2 day of February, 2021, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village"), and Meade, Inc., an Illinois corporation authorized to conduct business in the State of Illinois (hereinafter referred to as the "Contractor").

**WHEREAS**, Contractor submitted a Bid dated January 13, 2021, a copy of which is attached hereto and incorporated herein by reference, to provide Emergency Street Lighting and Traffic Control Repairs for 2021 (hereinafter referred to as the "Work") pursuant to the Village's Request for Bids dated December 30, 2020, incorporated herein by reference as though fully set forth; and

**WHEREAS**, the Contractor represented in said Bid that it has the necessary personnel, experience, and competence to promptly complete the Project and the work required hereunder (hereinafter referred to as the "Work"); and

**WHEREAS**, Contractor shall perform the Work pursuant to the terms and conditions of this Contract.

**NOW, THEREFORE**, in consideration of the premises and the mutual promises contained in this Contract, and other good and valuable consideration received and to be received, it is mutually agreed by and between the parties as follows:

### **1. RECITALS INCORPORATED**

The above recitals are incorporated herein as though fully set forth.

### **2. SCOPE OF WORK**

The Contractor shall perform the Project in accordance with its Bid in an amount not to exceed \$20,000.00 ("Contract Price"). The Contractor shall complete the Work in accordance with any applicable manufacturers' warranties and in accordance with the Village's Request for Bids, the Contractor's Bid and this Contract, all of which together shall constitute the "Contract Documents." The Contractor hereby represents and warrants that it has the skill and experience necessary to complete this project in a good and workmanlike manner. The Contractor further represents and warrants that the

Project will be completed in a good and workmanlike manner in accordance with the Contract Documents, and that the Project will be free from defects.

### **3. DESIGNATED REPRESENTATIVES**

Contractor shall designate in writing a person to act as its designated representative with respect to the Work to be performed under this Contract who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of Contractor and with the effect of binding Contractor. The Village is entitled to rely on the full power and authority of the person executing this Contract on behalf of Contractor as having been properly and legally given by Contractor. Contractor shall have the right to change its designated representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 12 of this Agreement.

The Village's Public Works Director shall be deemed the Village's authorized representative for purposes of this Agreement, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Contract. Contractor is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing Contractor with written notice of such change which notice shall be sent in accordance with Section 12 of this Agreement.

### **4. TERM OF CONTRACT**

Contractor shall perform the Work pursuant to this Contract beginning on the effective date as defined herein and ending on December 31, 2021. The Contractor shall invoice the Village for the Work provided pursuant to this Contract at the rates set forth in its Bid. The term of this Contract may be extended in writing for additional periods of time pursuant to the consent of the parties.

### **5. PAYMENT SCHEDULE**

The Contractor shall, as a condition precedent to its right to receive any payment, submit to the Village an application for payment and such receipts, vouchers, and other documents as may be necessary to establish the Contractor's payment for all labor and material and the absence of any interest whether in the nature of a lien or otherwise of any party in any property, work, or fund with respect to the Work performed hereunder. Such documents shall include, where relevant, the following forms, copies of which are attached hereto:

- (i) Contractor's sworn statement;
- (ii) Contractor's partial or final waiver of lien;
- (iii) Subcontractor's sworn statement(s); and
- (iv) Subcontractor's partial or final waiver of lien.

Payment by the Village shall be conditioned upon an inspection by the Village of the work completed and submission of required waivers by the Contractor. Payment by the Village shall in no way constitute a waiver of, or relieve the Contractor from, any defects in the work. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* Final payment for any Work performed by the Contractor pursuant to an invoice by the Contractor shall be made by the Village to the Contractor when the Contractor has fully performed the work and the work has been approved by the Village and submission of required waivers and paperwork by Contractor. Approval of the work and issuance of the final payment by the Village shall not constitute a waiver of, or release the Contractor from, any defects in the work.

The Village shall have the right to withhold from any payment due hereunder such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to Work which is defective or does not conform to the Contract Documents; damage for which the Contractor is liable hereunder; liens or claims of liens; claims of third parties, subcontractors, or material men; or any failure of the Contractor to perform any of its obligations under this Contract. The Village may apply any money withheld or due Contractor hereunder to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and attorney's fees incurred, suffered, or sustained by the Village and chargeable to the Contractor.

## **6. TERMINATION**

The Village may terminate this Contract for cause, which includes but is not necessarily limited to, the Contractor's failure to perform the work pursuant to this Contract. The Village shall provide the Contractor with five (5) days' written notice of a termination for cause pursuant to the provisions of Section 12 below. The Village may also terminate this Contract when it determines the same to be in its best interests by giving fourteen (14) days' written notice to the Contractor pursuant to the provisions of Section 12 below. In such event, the Village shall pay to the Contractor all amounts due for the work performed up to the date of termination.

## **7. COMPLIANCE WITH APPLICABLE LAWS**

The Contractor shall comply with all applicable laws, regulations, and rules promulgated by any federal, state, county, municipal and/or other governmental unit or regulatory body now in effect during the performance of the work. By way of example only and not as a limitation, the following are included within the scope of the laws, regulations and

rules with which the Contractor must comply: all forms of Workers' Compensation Laws, all terms of the equal employment opportunity rules and regulations of the Illinois Department of Human Rights, statutes relating to contracts let by units of government, and all applicable civil rights and anti-discrimination laws and regulations.

## **8. INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall waive any right of contribution against the Village and shall indemnify and hold harmless the Village and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright-protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Village and its officers, officials, employees, volunteers and agents would otherwise have. The Contractor shall similarly protect, indemnify and hold and save harmless, the Village and its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees incurred by reason of the Contractor's breach of any of its obligations under, or the Contractor's default of, any provisions of this Contract. The indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' compensation or disability benefit acts or employee benefit acts.

## **9. INSURANCE**

The Contractor shall, at the Contractor's expense, secure and maintain in effect throughout the duration of this Contract, insurance of the following kinds and limits set forth in this Section. The Contractor shall furnish "Certificates of Insurance" to the Village before beginning work on the Project pursuant to this Contract. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail thirty (30) days written notice to the certificate holder named to the left."

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

**(A) Commercial General Liability:**

i. Coverage to include Broad Form Property Damage, Contractual and Personal Injury.

ii. Limits:

General Aggregate	\$ 2,000,000.00
Each Occurrence	\$ 1,000,000.00
Personal Injury	\$ 1,000,000.00

iii. Coverage for all claims arising out of the Contractor's operations or premises and anyone directly or indirectly employed by the Contractor.

**(B) Workers' Compensation:**

i. Workers' compensation insurance shall be provided in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who perform the Work pursuant to this Contract, and if work is subcontracted pursuant to the provisions of this Contract, the Contractor shall require each subcontractor similarly to provide worker's compensation insurance. In case employees engaged in hazardous work under this Contract are not protected under the Worker's Compensation Act, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

**(C) Comprehensive Automobile Liability:**

i. Comprehensive Automobile Liability coverage shall include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.

ii. Limits:

Combined Single Limit	\$1,000,000.00
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(D) **Umbrella:**

i. **Limits:**

Each Occurrence/Aggregate                      \$2,000,000.00

(E) The Village and its officers, officials, employees, agents and volunteers shall be named as additional insureds on all insurance policies set forth herein except workers' compensation. The Contractor shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village and its officers, employees, agents, and volunteers.

(F) The Contractor understands and agrees that any insurance protection required by this Contract or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village, its officers, officials, employees, agents and volunteers as herein provided. The Contractor waives and shall have its insurers waive, its rights of subrogation against the Village, its officers, officials, employees, agents and volunteers.

**10. GUARANTY**

The Contractor warrants and guarantees that its Work provided for the Project to be performed under this Contract, and all workmanship, materials, equipment, and supplies performed, furnished, used, or installed under this Contract, performed, furnished, used, or installed under this Contract, shall be free from defects and flaws in workmanship or design; shall strictly conform to the requirements of this Contract; and shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, this Contract. The Contractor further warrants and guarantees that the strength of all parts of all manufactured materials, equipment, and supplies shall be adequate and as specified and that the performance requirements of this Contract shall be fulfilled.

The Contractor shall, at no expense to the Village, correct any failure to fulfill the above guaranty that may appear at any time. In any event, the guaranty herein expressed shall not be sole and exclusive, and is additional to any other guaranty or warranty expressed or implied.

**11. AFFIDAVIT OR CERTIFICATE**

The Contractor shall furnish any affidavit or certificate in connection with the work covered by this Contract as required by law.

**12. NOTICES**

Any notice required to be given by this Contract shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by email transmission to the persons and addresses indicated below or to such addresses and persons as either party hereto shall notify the other party of in writing pursuant to the provisions of this Section:

**To the Village:**

Village Manager  
Village of Oak Park  
123 Madison Street  
Oak Park, Illinois 60302-4272  
Email: [villagemanager@oak-park.us](mailto:villagemanager@oak-park.us)

**To Contractor:**

Michael K. Knutson, Vice President  
Meade, Inc.  
626 Willowbrook Center Parkway  
Willowbrook, Illinois 60527  
Email: [mkk@meade100.com](mailto:mkk@meade100.com)

Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

Notice by email transmission shall be effective as of date and time of transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event email notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

**13. AUTHORITY TO EXECUTE**

The individuals executing this Contract on behalf of the Contractor and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Contract.

**14. EFFECTIVE DATE**

The effective date of this Contract as reflected above and below shall be the date that the Village Manager executes this Contract on behalf of the Village.

**15. ENTIRE CONTRACT; APPROVAL OF SUBCONTRACTORS**

This Contract, including the documents incorporated by reference herein, sets forth the entire Contract of the parties with respect to the accomplishment of the Work. No right or interest in this Contract shall be assigned, in whole or in part, by either party without the prior written consent of the other party. The Village reserves the right to approve the use of subcontractors to complete any portion of the Work and to approve any applicable contract between the Contractor and a proposed subcontractor to perform any of the Work.



This Contract shall be binding upon the parties and upon their respective heirs, executors, administrators, personal representatives, successors, and assigns, except as herein provided.

**16. INDEPENDENT CONTRACTOR**

The Contractor shall have the full control of the ways and means of performing the work referred to above and that the Contractor and its employees, representatives or subcontractors are not employees of the Village, it being specifically agreed that the Contractor bears the relationship of an independent contractor to the Village. The Contractor shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Work.

**17. GOVERNING LAW AND VENUE**

This Contract shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action pursuant to this Contract shall be in the Circuit Court of Cook County, Illinois.

**18. AMENDMENTS AND MODIFICATIONS**

This Contract may be modified or amended from time-to-time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Contractor.

**19. NON-WAIVER OF RIGHTS**

No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this Contract shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

**20. CONFLICT**

In case of a conflict between any provision(s) of the Village's Request for Bids or the Contractor's Bid and this Contract, this Contract and the Village's Request for Bids shall control to the extent of such conflict.

**21. HEADINGS AND TITLES**

The headings and titles provided in this Contract are for convenience only and shall not be deemed a part of this Contract.

**22. COOPERATION OF THE PARTIES**

The Village and the Contractor shall cooperate in the provision of the Work to be provided by Contractor pursuant to this Contract and in compliance with applicable laws, including, but not limited to, the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* ("FOIA"), and the provision of any documents and information pursuant to a FOIA request. The Contractor shall provide any and all responsive documents to the Village pursuant to a FOIA request at no cost to the Village.

**23. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES**

This Contract may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Contract. A facsimile or pdf/email copy of this Contract and any signatures thereon will be considered for all purposes as an original.

**24. PREVAILING WAGES**

Contractor and any applicable subcontractor shall pay prevailing wages as established by the Illinois Department of Labor and determined by the Village for each craft or type of work needed to execute the contract in accordance with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* ("Act") as applicable. Contractor shall prominently post the current schedule of prevailing wages at the Project site(s) and shall notify immediately in writing all of its subcontractors of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wage during the terms of any Contract shall be at the sole expense of Contractor and not at the expense of the Village, and shall not result in an increase to the Contract Price. Contractor shall be solely responsible to maintain accurate records as required by the Act and shall submit certified payroll records to the Village evidencing its compliance with the Act on no less than a monthly basis as required by the Act. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work for the Project.

Contractor shall indemnify, hold harmless, and defend the Village, its officers, officials, employees, agents and volunteers ("Indemnified Parties") against all regulatory actions, complaints, damages, claims, suits, liabilities, liens, judgments, costs and expenses, including reasonable attorney's fees, which may in any way arise from or accrue against the Indemnified Parties as a consequence of noncompliance with the Act or which may in any way result therefrom, including a complaint by the Illinois Department of Labor under Section 4(a-3) of the Act, 820 ILCS 130/4(a-3) that any or all of the Indemnified Parties violated the Act by failing to give proper notice to the Grantee or any other party performing work on the Public Improvements that not less than the prevailing rate of wages shall be paid to all laborers, workers and mechanics performing Work on the

Project, including interest, penalties or fines under Section 4(a-3). The indemnification obligations of this section on the part of Contractor shall survive the termination or expiration of this Agreement. In any such claim, complaint or action against the Indemnified Parties, Contractor shall, at its own expense, appear, defend and pay all charges of reasonable attorney's fees and all reasonable costs and other reasonable expenses arising therefrom or incurred in connection therewith, and, if any judgment or award shall be rendered against the Indemnified Parties in any such action, Contractor shall at its own expense, satisfy and discharge such judgment or award.

## **25. CERTIFIED PAYROLL**

Contractor shall be solely responsible to maintain accurate records reflecting its payroll for its employees who perform any of the Work for the Village pursuant to this Contract and shall submit certified payroll records to the Village's Director of Public Works at any time during the term of this Contract. Contractor shall provide said certified payroll records within seven (7) days upon the request of the Director of Public Works.

## **26. EQUAL OPPORTUNITY EMPLOYER**

Contractor is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A and Chapter 13 ("Human Rights") of the Oak Park Village Code are incorporated herein by reference.

The Contractor shall not discriminate against any employee or applicant for employment because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. The Contractor shall comply with all requirements of Chapter 13 ("Human Rights") of the Oak Park Village Code.

In the event of the Contractor's noncompliance with any provision of Chapter 13 ("Human Rights") of the Oak Park Village Code, the Illinois Human Rights Act or any other applicable law, the Contractor may be declared non-responsible and therefore ineligible for future Agreements or subcontracts with the Village, and the Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

In all solicitations or advertisements for employees placed by it on its behalf, the Contractor shall state that all applicants will be afforded equal opportunity without discrimination because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial

status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –  
SIGNATURE PAGE FOLLOWS]**


IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representatives on the days and dates set forth below.

VILLAGE OF OAK PARK

  
By: Cara Pavlicek  
Its: Village Manager


Date: 2/2, 2021

MEADE, INC.

  
By: Michael K Knutson  
Its: Vice President

Date: 2/10, 2021

ATTEST

  
By: Denise Potemba  
Its: Group Secretary

Date: 2/10, 2021

REVIEWED AND APPROVED  
ASTOFORM  
FEB 04 2021  
  
LAW DEPARTMENT

VILLAGE OF OAK PARK

BID NO: 21-109 PUBLIC WORKS  
PROJECT NAME: 2021 EMERGENCY STREET LIGHTING AND TRAFFIC CONTROL RATES  
DATE ISSUED: 12/30/2020

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1  
REQUEST FOR BIDS

The Village of Oak Park will receive bids for Emergency Street Lighting and Traffic Control repairs at the Public Works Service Center, Monday through Friday, 7:30 a.m. to 4:00 p.m., at 201 South Boulevard, Oak Park, Illinois 60302. Bids will be accepted until 4:00 p.m. local time, January 13<sup>th</sup>, 2021. Bids can also be faxed to the Department of Public Works at (708) 358-5711 or emailed to Scott Brinkman, Street and Street Lighting Superintendent: [sbrinkman@oak-park.us](mailto:sbrinkman@oak-park.us)

Bidders must submit their bid on the form included in this Request for Bids.

The Village of Oak Park is asking for bids for the replacement of damaged street light poles and replacing bad spans of street light cable and other small projects that may come up during the year. Since the locations and conditions will vary, the Village is looking for more of a 'time & material' bid that would be good for the year. The Village understands that labor cost may go up around June 30, so please mention that in your costs. The poles the Village has are 15' and 28' butt poles and 30' aluminum poles. We have some of them in stock but add your costs for these poles in case you would or could supply them.

Upon formal award to the successful Bidder, a Purchase Order will be issued to secure this purchase and the Bidder will enter into an agreement with the Village. (See attached Independent Contractor Agreement).

The Village of Oak Park as a municipality pays neither Federal Excise Tax nor Illinois Retailers Occupational Tax, and therefore these taxes should be excluded from quotations.

In responding to this Request for Bids, the official logo of the Village of Oak Park is not to be used in any form. Use of the Village logo is strictly prohibited by law and such use could subject the Bidder to disqualification.

The bid will be awarded in whole or in part to the responsible Bidder or Bidders whose bids, conforming to the Request for Bids, will be most advantageous to the Village; price and other factors considered.


The Board of Trustees reserves the right to accept or reject any and all bids or to waive technicalities, or to accept any item of any bid. Additional information is available at the Public Works Service Center 2nd floor office, Village of Oak Park, Illinois 60302, telephone (708) 358-5700, Attention Scott Brinkman, Streets and Street Lighting Superintendent, email-[sbrinkman@oak-park.us](mailto:sbrinkman@oak-park.us)

**II**  
**BID FORM**

THE UNDERSIGNED PROPOSES TO FURNISH EMERGENCY STREET LIGHTING AND TRAFFIC SIGNAL REPAIR SERVICES TO THE DEPARTMENT OF PUBLIC WORKS, VILLAGE OF OAK PARK, 201 SOUTH BOULEVARD, OAK PARK, IL 60302, Attn: Keith Seat, Senior Electrician.

No.	Item Description	Total Price
	* 3% Raise on all labor rates after June 1, 2021	
1.	Labor/ Rate (Raise after June 2021)	\$ 124.63*
	Labor/ Rate overtime	\$ 191.58*
	Sunday/Holiday	\$ 246.17*
2	Equipment Rates per Hour	
	Service Truck	\$ 26.78
	Bucket Truck	\$ 42.23
	Boom Truck/crane for setting poles	\$ 51.50
	Auger Truck	\$ 56.65
	Air Compressor	\$ 23.69
	Directional Bore Machine	\$ 121.54
	Back Hoe	\$ 36.05
3.	Material	
	30' Aluminum pole w/6' arm new	\$ 1,325.00
	30' Aluminum pole w/6' arm used	\$ 975.00
	1" uniduct w/3 conductor #8 or 6	\$ 4.55
4.	Expected response time for knockdowns	1 Hour

Meade, Inc.  
 \_\_\_\_\_  
 Organization Name  
 625 Willowbrook Center Parkway  
 \_\_\_\_\_  
 Willowbrook, IL 60527  
 \_\_\_\_\_  
 Address  
 1/13/2021  
 \_\_\_\_\_  
 Date

By   
 \_\_\_\_\_  
 Authorized Signature  
 Michael K. Knutson, Vice-President  
 (708) 588-2500  
 \_\_\_\_\_  
 Telephone  
 (708) 588-2501  
 \_\_\_\_\_  
 Fax  
 mkk@meade100.com  
 \_\_\_\_\_  
 Email





Office of the Secretary of State Jesse White  
**CYBERDRIVEILLINOIS.COM**

## Corporation/LLC Search/Certificate of Good Standing

### Corporation File Detail Report

File Number 67622987

Entity Name MEADE, INC.

Status  
ACTIVE

### Entity Information

Entity Type  
CORPORATION

Type of Corp  
DOMESTIC BCA

Incorporation Date (Domestic)  
Thursday, 30 December 2010

State  
ILLINOIS

Duration Date  
PERPETUAL

### Agent Information

Name  
MARIBEL GARIBAY

Address



1/27/2021

Corporation/LLC Search/Certificate of Good Standing

1220 KENSINGTON RD STE 210  
OAK BROOK , IL 60523

Change Date  
Monday, 1 April 2019

### Annual Report

Filing Date  
Monday, 30 November 2020

For Year  
2020

### Officers

President  
Name & Address  
FRANK A. LIZZADRO 19 OXFORD AVENUE CLARENDON HILLS IL 60514

Secretary  
Name & Address  
MARIBEL GARIBAY 285 VIOLET DRROMEVILLE IL 60446

[Return to Search](#)

[File Annual Report](#)

[Adopting Assumed Name](#)

[Articles of Amendment Effecting A Name Change](#)

[Change of Registered Agent and/or Registered Office](#)

(One Certificate per Transaction)

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Wed Jan 27 2021



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>ROBERT B MCMANUS INC</b> 111 W Jackson Blvd #1134 Chicago, IL 60604		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (312)786-9090 <b>FAX (A/C, No):</b> (312)341-1133 <b>E-MAIL ADDRESS:</b> kcasey@rbmcmamus.com		
<b>INSURED</b> <b>Meade, Inc.</b> 625 Willowbrook Center Parkway Willowbrook, IL 60527 IL 60527		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A:</b> XL Insurance America, Inc.		24554
		<b>INSURER B:</b> Safety National Casualty		15105
		<b>INSURER C:</b> Travelers Property Casualty Company		25674
		<b>INSURER D:</b>		
		<b>INSURER E:</b>		
<b>INSURER F:</b>				

**COVERAGES****CERTIFICATE NUMBER: INCVZ****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Coverage GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	CGS 7409988	5/25/2020	5/25/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 4,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	CAH 7409989	5/25/2020	5/25/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	US00075503LI	5/25/2020	5/25/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	AGC4063065, Self-ins IL, IN, WI	5/25/2020	5/25/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Property & Equipment Builders Risk		QT6301F23268A	5/25/2020	5/25/2021	All Risk Value

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: all operations of the named insured. Additional Insured: The Village, its officers, employees, agents and volunteers shall be named as Additional Insureds on all insurance policies set forth herein except Workers Compensation. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, employees, agents and volunteers.

**CERTIFICATE HOLDER****CANCELLATION**

Village of Oak Park  
123 Madison St.  
Oak Park, IL 60302

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# MEADE

SAFETY · QUALITY · PERFORMANCE · SINCE 1908

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

TO: **Village of Oak Park Public Works Service Center**  
**201 South Boulevard**  
**Oak Park, Illinois 60302**

DATE: **2/10/2021**

PROJECT: **Emergency Streetlight and Traffic Signal**

LOCATION: **Oak Park**

ATTENTION: **Diane Stanislavski**

RE: **Contractor Agreement**

To Whom It May Concern:

WE ARE SENDING YOU

☐ HEREWITH

☐ DELIVERED BY HAND

☐ UNDER SEPARATE COVER

VIA THE FOLLOWING ITEMS:

☐ PLANS

☐ PRINTS

☐ SHOP DRAWINGS

☐ SAMPLES

☐ SPECIFICATIONS

☐ ESTIMATES

☐ COPY OF LETTER

☐

COPIES	DATE OR NUMBER	DESCRIPTION
1		Meade Executed Contractor Agreement for Emergency Street Light and Traffic Signal Repairs for 2021

☐ FOR YOUR USE

☐ APPROVED AS NOTED

☐ RETURN

CORRECTED PRINT

☐ FOR APPROVAL

☐ APPROVED FOR CONSTRUCTION

☒ SUBMIT

COPIES FOR

☐ AS REQUESTED

☐ RETURNED FOR EXECUTION

☐ RESUBMIT

COPIES FOR

☐ FOR REVIEW AND COMMENT

☐ RETURNED AFTER LOAN TO US

☐ BIDS DUE

☐

REMARKS:

Attached is my information if you need to contact me.

Address: 625 Willowbrook Center Parkway, Willowbrook, Illinois 60527

Phone: 708-588-2523

Fax: 708-588-2501

Email: dporemba@meade100.com

IF ITEMS ENCLOSED ARE NOT AS INDICATED ABOVE  
PLEASE NOTIFY US IMMEDIATELY.

TRANSMITTED BY:

**DENISE POREMBA**

SIGNATURE:





# Oak Park

201 South Boulevard, Oak Park, IL 60302-2702  
708-358-5700

TO: Meade Inc  
626 Willowbrook Center Parkway  
Willowbrook, IL 60527  
Attn: michael Knutson, Vice President

DATE: February 5, 2021

PROJECT: Emergency repair rates

ATTN: Michael Knutson, Vice President

RE: \_\_\_\_\_

TO WHOM IT MAY CONCERN,  
WE ARE SENDING THE FOLLOWING ITEMS FOR REVIEW / RETURN

COPIES	PROJECT NUMBER	DESCRIPTION
2		emergency repair rates

PLEASE MAKE SURE THE FOLLOWING IS COMPLETED / ATTACHED BEFORE RETURNING:

☒ SIGNED CONTRACT WITH ATTEST SIGNATURE (RETURN ONE COPY)

☒ CERTIFICATE OF INSURANCE

☐ CONTRACTOR BOND

REMARKS: RETURN TO DIANE STANISLAVSKI, BUDGET & REVENUE ANALYST AT THE ADDRESS BELOW

If you need to contact me, please do so via:

Address: 201 South Boulevard, Oak Park, IL 60302

Phone: (708) 358-5700

Email: [Dstanislavski@oak-park.us](mailto:Dstanislavski@oak-park.us)


IF ITEMS ENCLOSED ARE NOT AS INDICATED ABOVE  
PLEASE NOTIFY US IMMEDIATELY

TRANSMITTED BY: Diane Stanislavski

SIGNATURE: \_\_\_\_\_

Village of Oak Park  
Department of Public Works  
Administration Division  
**MEMORANDUM**

TO: Cara Pavlicek, Village Manager

FROM: John P. Wielebnicki, Public Works Director 

Cc: Rob Sproule, Assistant Public Works Director  
Scott Brinkman, Street and Street Lighting Superintendent

RE: Emergency Contractor Street Lighting & Traffic Control Rates

DATE: January 29, 2021

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The FY2021 Street Lighting Budget provides funds for emergency repairs in the General Contractuals, accounts no. 1001-43720-751-530660 (\$45,000.00) for street lighting and 1001-43720-752-530660 (\$10,000.00) for traffic signals.

The Public Works Department Street Lighting Division staff typically makes in-house repairs to the street lighting and traffic signal systems. When in-house staff is unavailable or lacks the necessary equipment to perform emergency repairs or improvements, an outside contractor is needed to do the work. Typical examples of such repairs are streetlight and/or traffic signal pole knockdowns due to vehicular accidents, underground electrical cable failures due to contractors hitting and breaking the lines and, if the budget allows, assisting the Department on street and alley light outages.

Pricing for these services was requested from area electrical contractors. The Request for Bids was also posted on the Village Web Site. The Street Lighting Division received four bids in response. To avoid delays we have utilized an approved list of contractors at their proposed hourly rates. Public Works practice is to call out the contractor with the lowest pricing first, but also taking into consideration their ability to respond and expertise in different areas of work. After looking over the bids from each respondent, all four contractors have been selected to enter into independent contractor agreements with the Village: H & H Electric Co. (\$15,000.00 in account 751), Meade, Inc. (\$20,000.00-\$10,000.00 in account 751 and \$10,000.00 in account 752), Western Utility LLC (\$10,000.00 in account 751) and Electric Conduit Construction Co. (\$10,000.00 in account 751). We have a long history of working with two of these contractors, H & H and Meade, and have been very satisfied with their work.

Regarding the other two bidders, Western Utility LLC and Electric Conduit Construction Co., we have contracted with them before on Capital Improvement Projects and have been pleased with their work. Their labor prices are the highest of the proposals submitted, and their response time of two hours is rather long. As such, we will be entering into smaller independent contractor agreements with them so as to evaluate their performances.

Attached are: the bid summary, the Independent Contractor Agreements for H & H Electric Co. (\$15,000.00) and Meade, Inc. (\$20,000.00) with supporting documents for your consideration. I will proceed with authorizing the Western Utility LLC (\$10,000.00) and Electric Conduit Construction Co. (\$10,000.00) Independent Contractor Agreements.

Please let me know if you have any questions.

Thank you,

## 2021 Emergency Street Lighting and Traffic Control Rates Bid Tab

### Village of Oak Park Public Works 21-109

Item/Description	H&H Electric Co.	Meade, Inc.	Electric Conduit Construction Company	Western Utility LLC
<b>1. Labor/Rate (Raise after June 2017)</b>	\$125.00	\$124.63/ 3% After 6/21	\$129.02/\$133.54 after 6/21	\$132/2.5% After 6/21
Labor/Rate Overtime	\$187.50	191.58/ 3% After 6/21	\$192.15/\$198.88 after 6/21	\$198/2.5% After 6/21
Sunday/Holiday/Rate	\$250.00	246.17/ 3% After 6/21	\$250.56/\$259.33 after 6/21	\$265.23/2.5% After 6/21
<b>2. Equipment rates per Hour</b>				
Service Truck	\$18.00	\$26.78	\$39.00	\$25.00
Bucket Truck	\$45.00	\$42.23	\$45.00	\$35.00
Boom Truck/Crane for setting poles	\$58.00	\$51.50	\$62.00	\$55.00
Auger Truck	\$58.00	\$56.65	\$62.00	\$35.00
Air Compressor	\$20.00	\$23.69	\$26.00	\$15.00
Directional Bore Machine	\$120.00	\$121.54	\$182.00	\$45.00
Back Hoe	\$55.00	\$36.05	\$52.00	\$38.00
<b>3. Material</b>				
30' Aluminum pole w/6' arm new	\$2,550.00	\$1,325.00	N/A	Cost + 8%
30' Aluminum pole w/6' arm used	\$1,950.00	\$975.00	N/A	Cost + 8%
1" uniduct w/3 conductor #8 or #6	\$3.75	\$4.55	\$3.20	Cost + 8%
<b>4. Expected response time for knockdowns</b>	1 Hour	1 Hour	2 Hours	2 Hours