

**PROJECT MANUAL
FOR
2021 TRAFFIC SIGNAL MAINTENANCE CONTRACT**



**VILLAGE OF VILLA PARK
20 SOUTH ARDMORE AVENUE
VILLA PARK, ILLINOIS 60181**

JULY 2021

2021 TRAFFIC SIGNAL MAINTENANCE CONTRACT

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**ADVERTISEMENT FOR BIDS
VILLAGE OF VILLA PARK
FRIDAY, JULY 16, 2021**

PROJECT: 2021 TRAFFIC SIGNAL MAINTENANCE CONTRACT

This contract is for the maintenance of traffic signals located at the intersections of St. Charles and Addison Avenue, St. Charles and Ardmore Avenue and St. Charles and Villa Avenue. The maintenance contract includes traffic control standards, control boxes, and all other related equipment.

This Traffic Signal Maintenance Contract is a three year contract. Bids that do not provide lump sum unit bid prices for all three years will be rejected. All acceptable bid proposals shall be for the period starting October 1, 2021 and running through September 30, 2024.

Please note that the intersection of St. Charles Road and Westmore Avenue, while included in previous Traffic Signal Maintenance Contracts, has been removed from this Maintenance Contract.

BID DEADLINE: MONDAY, AUGUST 2, 2021, 10:00 AM LOCAL TIME

The Village reserves the right to extend the Bid Deadline from this date and time to accept Bids submitted after the Bid Deadline, as the Village, in its sole discretion, determines is in the best interest of the Village.

NOTICE: Proposals for the **2021 TRAFFIC SIGNAL MAINTENANCE CONTRACT** will be received electronically by the Village of Villa Park, Illinois, through QuestCDN at <https://www.questcdn.com> under **QuestCDN Project #7934877** until the Bid Deadline. Immediately thereafter, the proposals will be opened and read aloud via Zoom. Notwithstanding the foregoing, the Village reserves the right to defer, postpone, delay, or reschedule the Bid Opening for such time and to such date as the Village, in its sole discretion, determines is in the best interest of the Village. The Bid Opening Zoom meeting may be accessed as follows:

<https://us06web.zoom.us/j/89315063018?pwd=cFNxMnhPVTZPOGZSOGV SaDZEMzB Xdz09>

Meeting ID: 893 1506 3018
Passcode: 574295

Proposals shall be submitted in accordance with the Bidding Documents prepared by the Village of Villa Park Public Works Department.

BIDDER QUALIFICATIONS: Bidders, in submitting a Bid, shall comply with all applicable Federal, State and Local laws and requirements; shall provide documentation of that compliance in accordance with the requirements of the Contract Documents or as requested by the Village; and, in submitting a Bid, Bidders affirm that they are qualified under all applicable laws and requirements to do so, and agree to be bound by the

determination of the Village as to Bidder's compliance and qualifications.

BID SECURITY: Bid security in the amount of not less than ten percent (10%) of the Bid shall accompany each Bid in accordance with the Bidding Documents.

CONTRACT SECURITY: The Bidder to whom a Contract is awarded shall be required to furnish both a Performance Bond and a Payment Bond acceptable to the Village for one-hundred percent (100%) of the Contract Price, in accordance with the requirements of the Contract Documents.

REQUESTS FOR INFORMATION OR CLARIFICATION: All requests for information or clarification shall be submitted to the Village of Villa Park by email to publicworks@invillapark.com. All responses that are provided to requests for information or clarification will be provided through QuestCDN at <https://www.questcdn.com> under **QuestCDN Project #7934877**.

The Village will accept requests for information or clarification submitted in accordance with the above requirements until **TUESDAY, JULY 27, 2021, 12:00 PM LOCAL TIME**. Requests for information or clarification received after such time will not be accepted and will receive no response.

ADDENDA: The Village reserves the right to modify the Bidding Documents.

BID ACCEPTANCE PERIOD: All bids shall remain subject to acceptance by the Village for a period of 60 calendar days from the date of the bid opening. The Village may extend the acceptance period by up to an additional 60 calendar days upon written notice to all bidders by the Village. The Village may, in its sole discretion, release any bid and return the bid bond prior to the end of the acceptance period.

RIGHTS RESERVED: The Village will select the lowest, most responsible bidder based upon the total bid price. The Village reserves the right to reject any or all Bids, to waive any informalities or technicalities in bidding, and to accept the Bid which best serves the interests of the Village. The Village shall, in its sole discretion, determine what does or does not constitute an informality or technicality, and, in submitting a Bid, Bidder agrees to be bound by that determination.

The Village may make such investigations as it deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Village all such information and data for this purpose as the Village may request. The Village reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Village that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work contemplated therein.

WAGE RATES: All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

TAXES: No taxes, federal, state, or otherwise, are to be included in bid prices.

BIDDING DOCUMENTS: The Bidding Documents may be obtained from QuestCDN at <https://www.questcdn.com> under **QuestCDN Project #7934877** for a non-refundable fee of thirty dollars (\$30.00). An active QuestCDN account and login are required. Questions or issues regarding the QuestCDN platform shall be directed to QuestCDN by phone at 952-233-1632 or by email at info@questcdn.com. Hard copies of bidding documents will not be made available. An electronic "Not for Bid" version of the bidding documents in Portable Document Format (PDF) will be available for download on the project page on the Village of Villa Park's website at <https://www.invillapark.com>. This version of the bidding documents is for informational purposes only and may not be used for the preparation or submittal of a bid.

PUBLISHED BY AUTHORITY OF THE VILLAGE OF VILLA PARK, COUNTY OF DUPAGE, STATE OF ILLINOIS.

**REQUIREMENTS FOR TRAFFIC SIGNAL MAINTENANCE
INCLUDING ALL RELATED EQUIPMENT FOR THE INTERSECTIONS OF:
ST. CHARLES ROAD & ADDISON ROAD
ST. CHARLES ROAD & ARDMORE AVENUE
AND ST. CHARLES & VILLA AVENUE**

1. Patrol the traffic control signal system once every month and replace burned out or damaged lamps, L.E.D. bulbs, and sockets regardless of cause, as may be required. The reflector and lens will be cleaned each time a lamp is replaced or as needed. A record tag shall be attached to each control cabinet on which shall be indicated the date of maintenance or other service work completed.
2. Keep signal posts, control pedestals, and foundations in alignment at all times.
3. Keep signal posts and control pedestals tight on foundations.
4. Keep signal heads and control housings tight on their pedestals and properly adjusted.
5. Keep detector equipment in proper working order at all times.
6. Check the controllers, relays, and detectors once every month to ascertain that they are functioning properly and make all necessary repairs and replacements.
7. Furnish and install temporary controller whenever necessary.
8. Maintain proper timing and dial settings of the controls and detector relays as directed.
9. Keep interior of control housings in a neat and workmanlike manner at all times. Replace cabinet air filters where applicable as condition dictates.
10. Remove to clean and overhaul each control unit, relays, special auxiliary control equipment and time clock once a year or more frequently if necessary. A record tag shall be attached to each controller on which shall be indicated the date of overhaul or other service work.
11. Replace burned out fuses.
12. Clean reflectors, lenses, and lamps once every four (4) months.
13. Wash all painted components exposed to weather at intervals not exceeding twelve (12) months.
14. Keep all painted components exposed to weather painted.

15. Replace any and all defective or damaged equipment which is part of the specific traffic control installation.
16. Repair or replace any and all equipment damaged by any cause whatsoever, except damage resulting from major disasters declared in DuPage County such as fires, floods, acts of public enemy, riots, and acts of God.
17. The Village will not be responsible for seeking recovery of any costs or damages resulting from damage to any part of the installation or systems. The Contractor shall, if they so choose, be responsible for seeking recovery of any and all costs and damages resulting from damage to any part of the installation or systems from the party causing the damage.
18. Whenever repairs at a signalized intersection require that a controller or signals be out of service, the Contractor shall place a temporary controller and/or temporary signals, as needed, as a temporary means of regulating traffic.
19. Contractor shall respond to emergency calls from authorized parties twenty-four (24) hours a day, including Saturdays, Sundays, and holidays. Emergencies shall be defined to include, but not be limited to, controller failure, lights out, knockdowns, or two (2) or more red lights out at a single intersection. Contractor shall respond to all emergencies within two (2) hours of notification.
20. Visually inspect timing intervals and coordination programs. Maintain proper coordination between interconnected controllers. The Contractor shall make no changes to the timing plans unless approved by the Director of Public Works or his designee. The Contractor must have updated controller databases of the signal system in Econolite Aries software and must compare them to the Central Computer databases at least once a month. The Contractor shall be responsible for obtaining and using mobile equipment and software in order to connect to the system via the Central Computer. The Director of Public Works or his designee must give approval prior to any connection with the Central Computer.
21. Maintain all interconnect fiber cables and transceivers throughout the St. Charles Road system, including from the Master Controller to the Central Computer located in the Village of Villa Park Public Works building.
22. Ensure that push buttons are present, pointed in the correct direction and functioning. Ensure that pedestrian lights and countdowns are functioning.
23. Ensure that Emergency Vehicle Preemption (EVP) equipment is present and functioning. Contractor shall notify the Public Works Director or his designee when not working or missing.
24. All conflict monitor units shall be tested annually. Documentation of each test shall be given to the Public Works Director or his designee.

25. The Contractor's system monitoring functions shall include, but not be limited to, the reception of telephone calls from the Central Computer and the storing, displaying, and acting upon any reported events alarms, equipment failures, and operational exceptions. The Contractor shall program the system so that they will be able to receive all system alarms, events, and messages.
26. The Village shall be provided with a twenty-four (24) hour emergency number where contractor can be reached at all times of day or night.
27. Contractor shall carry all necessary insurance policies and coverages as described in the section "Insurance and Indemnification Requirements".

INSURANCE AND INDEMNIFICATION REQUIREMENTS

Insurance. Contractor shall at all times carry insurance policies naming the Village of Village Park as certificate holder and as additional insured, which policies shall include at a minimum the following coverages and the following coverage amounts:

Commercial General Liability in an amount not less than \$2,000,000 combined single limit per occurrence for Bodily Injury and Property Damage and in an amount not less than \$4,000,000 general aggregate.

Automobile Liability in an amount not less than \$2,000,000 combined single limit per occurrence for Bodily Injury and Property Damage.

Workers Compensation in an amount not less than the required statutory amount.

Employers' Liability in an amount not less than \$1,000,000.

Contractor's insurance coverage shall be primary. Insurance is to be placed with insurers with an A.M. Best's rating of not less than A:XIII.

Contractor shall provide to the Village certificates of coverage, evidencing the above-referenced coverages and limits. Contractor shall also provide to the Village copies of the policy endorsements naming the Village of Villa Park as certificate holder on each policy and naming the Village of Villa Park and its officers and employees as additional insureds and indicating that the Contractor's insurance is primary. Contractor shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein related in any way to the subject matter of this Agreement. Contractor shall provide renewed certificates and policy endorsements to the Village a minimum of 30 days prior to the expiration of any previous certificates.

Indemnification. Contractor, individually and for its employees, agents, assigns, heirs, executors, and administrators thereof, (hereinafter collectively referred to as "Contractor"), expressly waives any and all rights or claims for damages, other than rights or claims for intentional tort or willful and wanton misconduct, which the Contractor may have against the Village of Villa Park, its officers, employees, representatives, agents, successors, assigns, and attorneys and other than the obligations expressly agreed to by the Village of Villa Park in the other provisions of this document. Contractor shall indemnify, defend and hold harmless the Village of Villa Park, its officers, employees, agents, representatives, successors, assigns and attorneys from and against any and all claims, actions, suits, liability, loss, damage, judgments and expenses including, without limitation, reasonable investigation, legal expenses and attorneys' fees, arising out of or related in any way to this agreement, other than the obligations and liabilities expressly agreed to by the Village of Villa Park as contained in this document.

PREVAILING WAGE REQUIREMENTS

Any public works project, (including demolition projects) must adhere to all elements of the Prevailing Wage Act (820 ILCS 130/1-12). Not less than the most recent prevailing wage rate (as determined by the Illinois Department of Labor) must be paid to all laborers, workers, and mechanics performing work under the project.

Adherence to all requirements of the State of Illinois must be followed and Contractor must be familiar with the same in order to perform the public works project required.

A. All laborers, workers and mechanics performing work under the contract must be paid no less than the prevailing rates on wages in the county in which the project is located. The contractor must include the same requirements in its project specifications and contracts for any subcontractors, which, in turn, must write the same requirements into their project specifications and contract for lower tiered subcontractors or suppliers. If the contractor awards work to a subcontractor without a contract or contract specification, the contractor shall provide the subcontractor with a written statement indicating that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work on this project.

B. The contractor and each subcontractor must make and keep, for a period of not less than three years, records of all laborers, mechanics and other workers employed by them on the project. The records must include each worker's name, address and telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of each work day. Upon seven business days notice the contractor and each subcontractor shall make available for inspection these records to the Owner.

The contractor and each subcontractor must submit monthly a certified payroll to the public body in charge of the project. The certified payroll must consist of a complete copy of the required records, listed above, except the starting and ending times of each work day. The certified payroll must also be accompanied by a statement signed by the contractor or subcontractor representing that: (i) such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Wage Act; and (iii) the contractor or subcontractor is aware that filing a certified payroll that he or she know to be false is a Class B misdemeanor.

C. The most recent Prevailing Wage Rate Determination for DuPage County is attached to and incorporated in the Contract Documents. Revisions of the following Prevailing Wage Rates are made periodically by the Illinois Department of Labor. These rates may be accessed by computer at <http://www.state.il.us/agency/idol/rates/rates.htm>. As required by the Prevailing Wage Act any and all such revisions supersede the Owner's March determination. Bidders and contractors performing work on this project are responsible for determining the applicable prevailing wage rates at the time of bid submission and performance of the Work. Failure of a bidder/contractor to make such

determination shall not relieve it of its obligation in accordance with the Contract Documents.

By its execution of a contract with the Owner, contractor, acknowledges and agrees that the foregoing notice of periodic revision to the prevailing wage rates satisfied any obligation of the Owner to notify the contractor of any such revisions to the prevailing wage rates during the term of the contract.

D. The Illinois Department of Labor maintains a list of contractors and subcontractors found to have disregarded their obligations to employees under the Act. The list includes contractors and subcontractors who on two separate occasions within five years have been determined to have violated the Act.

No contract may be awarded to a contractor or subcontractor appearing on the list, or to an entity in which the contractor or subcontractor has an interest, until four years have elapsed from the date of the publication of the list. Please note that this list is available on the IDOL website at <http://www.state.il.us.agency/idol/listing/debar.htm>.

E. All contractors' and subcontractors' bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by this contract/specification or by other written instrument.

Applicable laws and regulations.

Contractor agrees to comply at all times with all applicable laws, ordinances, and regulations of the Village of Villa Park, County of DuPage, State of Illinois, and United States Government. This Agreement is subject to and governed by the Rules and Regulations of the Illinois Fair Employment Practices Act. Contractor agrees and warrants to comply with all applicable local, state and federal laws concerning prevailing wage rates and all local, state and federal laws and requirements regarding equal employment opportunities. The laws of the State of Illinois shall govern this contract.

The Village and the Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this contract and to the partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract. Neither the Village nor the Contractor shall assign, sublet, or transfer its interest in this contract without the prior written consent of the other, and then only if the assignee, sublessee, or transferee countersigns and agrees to the provisions of this contract.

Notices. All notices or communications provided for herein shall be in writing and shall be delivered to Village or Contractor either in person or by United States mail, via registered mail, return receipt requested, postage prepaid, addressed to the Village as follows:

Village of Villa Park
20 S. Ardmore

Villa Park, Illinois 60181
ATTN: RISK MANAGER

with copies to:

VILLAGE OF VILLA PARK
Department of Public Works
11 W. Home Avenue
Villa Park, Illinois 60181
ATTN: PUBLIC WORKS DIRECTOR

BID PROPOSAL

BIDDER HAS READ SECTION ENTITLED "REQUIREMENTS FOR TRAFFIC SIGNAL MAINTENANCE" AND BIDDER'S PROPOSAL REFLECTS COMPLIANCE WITH ALL ITEMS.

YES ✓ NO _____

October 1, 2021 thru September 30, 2022 CONTRACT PRICE	\$10,000.00
October 1, 2022 thru September 30, 2023 CONTRACT PRICE	\$10,000.00
October 1, 2023 thru September 30, 2024 CONTRACT PRICE	\$10,000.00
TOTAL CONTRACT PRICE	\$30,000.00

BIDDER INFORMATION:

H&H Electric Co.
(NAME)

2830 Commerce Street
(STREET ADDRESS)

Franklin Park, Illinois 60131
(CITY, STATE, ZIP)

708-453-2222 (TELEPHONE No.) louie.veneziano@hh-electric.com (Email address)

CONTRACT

THIS CONTRACT is dated as of the 1st day of September in the year 2021 by and between the VILLAGE OF VILLA PARK, ILLINOIS (hereinafter called OWNER) and H&H Electric Co. (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The project for which the work under the Contract Documents is generally described as follows: **2021 TRAFFIC SIGNAL MAINTENANCE CONTRACT.**

ARTICLE 2 - CONTRACT TIME

The length of this Contract as described in the Contract Documents shall be for a three year period beginning on October 1, 2021, and ending September 30, 2024.

ARTICLE 3 - CONTRACT PRICE

OWNER shall pay CONTRACTOR for work in accordance with the Contract Documents in current funds as shown in the Bid Form as accepted by OWNER.

ARTICLE 4 - PAYMENT PROCEDURES

CONTRACTOR shall submit monthly invoices to OWNER based on total contract amount divided by 12.

ARTICLE 5 - CONTRACTOR'S REPRESENTATIONS

CONTRACTOR makes the following representations:

CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, work site locality, and all local conditions and Laws and Regulations that in any manner may affect cost, performance, or furnishing of the Work.

ARTICLE 6 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Contract between OWNER and CONTRACTOR concerning the work consist of the following:

1. Advertisement for Bids
2. Requirements for Traffic Signal Maintenance
3. Insurance and Indemnification Requirements
4. Prevailing Wage Requirements
5. Bid Proposal
6. Contract
7. Addenda

There are no Contract Documents other than those listed above in this Article 6.

ARTICLE 7 - MISCELLANEOUS

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

H&H Electric Co.
_____, having executed a contract for the
(Name of contractor)

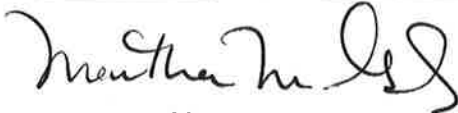
2021 TRAFFIC SIGNAL MAINTENANCE CONTRACT with the Village of Villa Park hereby certifies that said contractor is not barred from executing said contract as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of Chapter 720 of the Illinois Compiled Statutes (720 ILCS 5/33E-3 and 5/33E-4).

By: 

Authorized Agent or Contractor
Louie Veneziano, President

Subscribed and sworn to before me

this 23rd day of August, 2021.


Notary Public



IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Contract in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Contract will be effective as of the 1st day of October, 2021.

OWNER:

CONTRACTOR:

Village of Villa Park

H&H Electric Co.

BY:

Nick Cuzzone
Nick Cuzzone, Village President

BY:

Louie Veneziano
Louie Veneziano, President



(CORPORATE SEAL)

(CORPORATE SEAL)

Attest:

Hosanna Korynecky
Hosanna Korynecky, Village Clerk
Address for giving notices:

Attest:

Lenny Veneziano
Lenny Veneziano, Vice President
Address for giving notices:

11 W Home Avenue

2830 Commerce Street

Villa Park, IL 60181

Franklin Park, IL 60131

License No.

SE6318

(If required by State or Municipal Law)

The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

I.B.E.W. LOCAL #9 MIDDLE STATES ELECTRICAL CONTRACTORS ASSN.

Hillside, Illinois

For the Trades of Line Maintainer

*Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

Revised May 5, 2003
August 26, 1992

Date

IL015920003

Registration No.



R. L. Chao

Secretary of Labor

Anthony Suvage

Administrator, Apprenticeship Training, Employer and Labor Services



Certificate of Eligibility

H & H Electric Co.
2830 Commerce Street Franklin Park, IL 60131-2927

Contractor No 2550

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

\$67,362,000.00

014	ELECTRICAL	\$22,675,000
017	CONCRETE CONSTRUCTION	\$350,000
026	SIGNING	\$50,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 7/6/2021 TO 4/30/2022 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 7/6/2021.



Engineer of Construction



Certificate No: ECC93439-17

Lori E Lightfoot, Mayor

Certificate of Registration

issued by the

Department of Buildings of the City of Chicago

*This is to Certify that
located at*

**H & H ELECTRIC CO. - ECC93439
2830 COMMERCE ST. FRANKLIN PARK, IL 60131**

*having complied with the requirements of Ordinances passed by the City Council of the City of Chicago
providing for the registration of electrical contractors is hereby recorded as a*

REGISTERED ELECTRICAL CONTRACTOR

General Electrician

*and is entitled to perform electrical work in the City of Chicago under the Direction of Supervising Electrician
provided that such work permits are subject to the provisions of all the Ordinances of the City of Chicago
now in force or which may be hereafter passed. This certificate **EXPIRES** December 29, 2021.*

SUPERVISING ELECTRICIAN: LOUIE S VENEZIANO - SE6318

In Witness Whereof I have hereunto set my hand on October 28, 2020.

Matthew W. Brandt



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)
H&H Electric Company
2830 Commerce Street
Franklin Park, IL 60131

SURETY:

(Name, legal status and principal place of business)
The Ohio Casualty Insurance Company
62 Maple Avenue
Keene, NH 03431

OWNER:

(Name, legal status and address)
Village of Villa Park
20 South Ardmore Avenue
Villa Park, IL 60181

Mailing Address for Notices

The Ohio Casualty Insurance Company
Attention: Surety Claims Department
1001 4th Avenue, Suite 1700
Seattle, WA 98154

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 10% of Bid Amount Ten Percent of Bid Amount

PROJECT:

(Name, location or address, and Project number, if any)
2021 Traffic Signal Maintenance Contract

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of July, 2021

(Witness)

H&H Electric Company
(Principal) _____ *(Seal)*

(Title) Louie Veneziano, President

(Witness)

The Ohio Casualty Insurance Company
(Surety) _____

(Title) William Brian Hollamon, Attorney-in-Fact

ACKNOWLEDGMENT BY SURETY

STATE OF Illinois }
County of Cook } ss.

On this 21st day of July, 2021, before me personally
appeared William Brian Hollamon, known to, me to be the Attorney-in-Fact of
Liberty Mutual Insurance Company, the corporation
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and
year in this certificate first above written.



Notary Public in the State of Illinois
County of Cook





Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8203785-985183

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Amber C. Drifke, William Brian Hollam on

all of the city of Lake Zurich state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surely and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20 day of May, 2020



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 20 day of May, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12, Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5, Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman of the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of July, 2021



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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VILLAGE OF VILLA PARK
PUBLIC WORKS DEPARTMENT
20 SOUTH ARDMORE AVENUE
VILLA PARK, ILLINOIS 60181

Louie Veneziano
President
H&H Electric Co.
2830 Commerce St
Franklin Park, IL 60131



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EP14F May 2020
OD: 12 1/2 x 9 1/2



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Contracting, Installation, Service and Repair General Liability Extended ElitePac® Endorsement

GL Policy: S 2350105

COMMERCIAL GENERAL LIABILITY
CG 79 88 01 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. BLANKET ADDITIONAL INSURED

a. Ongoing Operations

SECTION II — WHO IS AN INSURED is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and
2. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above;

Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed under that contract, agreement, or permit when that contract, agreement, or permit requires the additional insured be added with respect to liability arising out of your ongoing operations.

If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of your ongoing operations, then such person or organization is an additional insured only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your ongoing operations performed under that contract, agreement, or permit.

b. Completed Operations

SECTION II — WHO IS AN INSURED is amended to include as an additional insured:

1. Any person or organization for whom you are performing or have performed operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and
2. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above;

Such person or organization is an additional insured only with respect to their liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard" when that contract, agreement, or permit requires the additional insured be added with respect to liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard".

If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard", then such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard".

- c.** The coverages provided in Paragraphs **a.** and **b.** do not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury", "property damage" or "personal and advertising injury".

d. Exclusions

- (1) With respect to the insurance afforded to additional insureds under **a. Ongoing Operations** the following is added to **2. Exclusions** under **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- (2) With respect to the insurance afforded to these additional insureds under **a. Ongoing Operations** and **b. Completed Operations**, the following is added to **2. Exclusions** under **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

e. Conditions

With respect to the insurance afforded to these additional insureds under **a. Ongoing Operations** and **b. Completed Operations** the following is added to Paragraph **4. Other Insurance, a. Primary Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is primary and will not contribute with any other insurance available to an additional insured under this coverage part provided that:

- (1) The additional insured is a Named Insured under such other insurance.
- (2) You have agreed in a written contract, written agreement or written permit to include that additional insured on your General Liability policy on a primary and/or non-contributory basis.

2. PROPERTY DAMAGE CARE, CUSTODY OR CONTROL

The following is added to **Exclusion j.** under **SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Paragraphs (4) and (5) do not apply for the limited purpose of providing the coverage and sub-limits of liability as set forth below.

We will pay those sums that the insured becomes legally obligated to pay as damages arising out of "property damage" to:

- (1) Personal property in the care, custody or control of the insured; and

ElitePac® Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 09 11 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

AMENDMENTS TO SECTION II - LIABILITY COVERAGE

A. If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:

NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

Paragraphs (2) and (4) of **SECTION II, A.2.a. - Supplementary Payments** are deleted in their entirety and replaced with the following:

- (2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT

The following is added to **SECTION II, B.4. - Exclusions:**

This exclusion does not apply to a "volunteer worker" who is not entitled to workers compensation, disability or unemployment compensation benefits.

FELLOW EMPLOYEE COVERAGE

The **Fellow Employee** Exclusion, **SECTION II, B.5. -** is deleted in its entirety.

CARE, CUSTODY OR CONTROL AMENDMENT

The following is added to **SECTION II, B.6. - Exclusions:**

This exclusion does not apply to property owned by anyone other than an "insured", subject to the following:

1. The most we will pay under this exception for any one "accident" is the Limit of Insurance stated in the ElitePac Schedule; and
2. A per "accident" deductible as stated in the ElitePac Schedule applies to this exception.

B. If this policy provides Auto Liability coverage for Owned Autos or Non-Owned Autos, the following extension is applicable accordingly:

LIMITED LIABILITY COMPANIES

The following is added to **SECTION II, A.1. - Who Is An Insured:**

If you are a limited liability company, your members and managers are "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you.

BLANKET ADDITIONAL INSUREDS - As Required By Contract

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional "insured" on your policy. Such person or organization is an additional "insured" only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ownership, maintenance or use of a covered "auto". This coverage shall be primary and non-contributory with respect to the additional "insured". This provision only applies if:

1. It is required in the written contract, written agreement or written permit identified in this section;
2. It is permitted by law; and
3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the "bodily injury" or "property damage".

C. If this policy provides Auto Liability coverage for Non-Owned Autos, the following extension is applicable accordingly:

EMPLOYEES AS INSURED

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to **SECTION II, A.1. - Who Is An Insured:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name with your permission, while performing duties related to the conduct of your business.

AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE

If this policy provides Comprehensive, Specified Causes of Loss or Collision coverage, the following extensions are applicable for those "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage is purchased:

TOWING AND LABOR

SECTION III, A.2. - Towing is deleted in its entirety and replaced with the following:

We will pay all reasonable towing and labor costs up to the maximum Limit of Insurance shown on the ElitePac Schedule per tow each time a covered "Private Passenger Auto", "Social Service Van or Bus" or "Light Truck" is disabled and up to the maximum Limit of Insurance per tow each time a covered "Medium Truck", "Heavy Truck" or "Extra Heavy Truck" is disabled.

For labor charges to be eligible for reimbursement the labor must be performed at the place of disablement.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III, A.3. - Glass Breakage - Hitting A Bird Or Animal - Falling Objects or Missiles:**

If damaged glass is repaired rather than replaced, no deductible will apply for such repair. This extension does not apply to Emergency Services Organizations and Governmental Entities.

ADDITIONAL TRANSPORTATION EXPENSES SECTION III, A.4.a. - Transportation Expenses is deleted in its entirety and replaced with the following:

We will pay up to the maximum Limit of Insurance shown on the ElitePac Schedule for temporary transportation expenses that you incur because of any "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in **1.** or **2.** below:

1. We will pay temporary transportation expenses for total theft of a covered "auto". We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
2. For "loss" other than total theft of a covered "auto" under Comprehensive or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto", we will only pay for those temporary transportation expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the number of days reasonably required to repair or replace the covered "auto" or 30 days.

Paragraph **2.** of this extension does not apply while there are spare or reserve "autos" available to you for your operations.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

The following is added to **SECTION III, A.4. - Coverage Extensions:**

Physical Damage coverage is hereby extended to apply to Physical Damage "loss" to "autos" leased, hired, rented or borrowed without a driver. We will provide coverage equal to the broadest coverage available to any covered "auto" shown in the Declarations. But, the most we will pay for "loss" to each "auto" under this coverage extension is the lesser of:



Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

Bond:268014926

CONTRACTOR:

(Name, legal status and address)
H&H Electric Company
2830 Commerce Street
Franklin Park, IL 60131

SURETY:

(Name, legal status and principal place of business)
The Ohio Casualty Insurance Company
62 Maple Avenue
Keene, NH 03431

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)
Village of Villa Park
20 South Ardmore Avenue
Villa Park, IL 60181

Mailing Address for Notices

The Ohio Casualty Insurance Company
Attention: Surety Claims Department
1001 4th Avenue, Suite 1700
Seattle, WA 98154

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date: August 17, 2021

Amount: \$30,000.00 Thirty Thousand Dollars And Zero Cents

Description:

(Name and location)
2021 Traffic Signal Maintenance Contract 10-1-21 thru 9-30-24

BOND

Date: August 19, 2021

(Not earlier than Construction Contract Date)

Amount: \$30,000.00 Thirty Thousand Dollars And Zero Cents

Modifications to this Bond: None See Section 18


CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
H&H Electric Company

SURETY

Company: *(Corporate Seal)*
The Ohio Casualty Insurance Company

Signature: 
Name Louie S. Veneziano, President
and Title:

Signature: 
Name William Brian Hollamon, Attorney-in-Fact
and Title:

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
VIP Risk Solutions, Inc.
444 S. Rand Rd Ste 310
Lake Zurich, IL 60047
p) 847-303-5815

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ *(Corporate Seal)*

Signature: _____

Name and Title:

Address

SURETY

Company: _____ *(Corporate Seal)*

Signature: _____

Name and Title:

Address



Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

Bond: 268014926

CONTRACTOR:

(Name, legal status and address)
H&H Electric Company
2830 Commerce Street
Franklin Park, IL 60131

SURETY:

(Name, legal status and principal place of business)
The Ohio Casualty Insurance Company
62 Maple Avenue
Keene, NH 03431

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)
Village of Villa Park
20 South Ardmore Avenue
Villa Park, IL 60181

Mailing Address for Notices

The Ohio Casualty Insurance Company
Attention: Surety Claims Department
1001 4th Avenue, Suite 1700
Seattle, WA 98154

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

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BOND

Date: August 19, 2021

(Not earlier than Construction Contract Date)

Amount: \$30,000.00 Thirty Thousand Dollars And Zero Cents

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
H&H Electric Company

SURETY

Company: *(Corporate Seal)*
The Ohio Casualty Insurance Company

Signature: _____

Name and Title:
Louie S. Veneziano, President

Signature: _____

Name and Title:
William Brian Hollamon, Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

VIP Risk Solutions, Inc.
444 S. Rand Rd, Ste 310
Lake Zurich, IL 60047
p) 847-303-5815

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1** the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2** the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3** the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1** After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2** Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ *(Corporate Seal)*

SURETY

Company: _____ *(Corporate Seal)*

Signature: _____

Name and Title:

Address

Signature: _____

Name and Title:

Address

ACKNOWLEDGMENT BY SURETY

STATE OF Illinois }
County of Cook } ss.

On this 19th day of August, 2021, before me personally appeared William Brian Hollamon, known to, me to be the Attorney-in-Fact of The Ohio Casualty Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Notary Public in the State of Illinois
County of Cook





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8203795-985183

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Amber C. Drifke, William Brian Hollamon

all of the city of Lake Zurich state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20 day of May, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 20 day of May, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of August, 2021.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

