## VILLAGE OF LOMBARD REQUEST FOR BOARD OF TRUSTEES ACTION

For Inclusion on Board Agenda Bids and Proposals

то :	President and Village Board	of Trustees			
FROM:	Scott Niehaus, Village Manag	ger			
DATE :	September 24, 2025	Agenda Date:	October 2,	2025	
TITLE :	2026-2027 Maintenance of T	raffic Signal Eq	luipment		
SUBMITTED BY:	Carl Goldsmith, Director of F	ublic Works	}		
Total Number of Bids Total Number of Bids Bid Security Required Performance Bond Re Were Any Bids Withe Explanation: Waiver of Bids Reque Award Recommended Responsible Bidder?  FISCAL IMPACT: Amount: \$443,171.71 Engineer's Estimate: Project Number: 2026 Funding: Signal Patro Signal Items Signal Poles	ders Meeting Specifications dequired drawn ested?	2 Yes	year) er year) ent 0.730.7542 0.75420) 5.75420)		
	ECOMMENDATION:				
Award a two-year cor	ntract under a joint bid with Du	Page County D	OT for tra	ffic signal mai	ntenance.
If yes, was quality of	idder Worked for Village Prev work acceptable dance with Public Act 85-129		X	Yes Yes Yes	No
REVIEW (as needed) Village Attorney XX Finance Director XX Village Manager XX		Dat	te te	_	

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Board Agenda distribution.

**LEGISTAR: 250326** 



To: Scott Niehaus, Village Manager

From: David Gorman, P.E., Asst. Director of Public Works

**Through:** Carl Goldsmith, Director of Public Works 4

Date: September 24, 2025

**Subject:** 2026-2027 Maintenance of Traffic Signal Equipment

### 2026 Maintenance of Traffic Signal Equipment

The 2026-2027 Maintenance of Traffic Signal Equipment contract is to maintain Village owned equipment including traffic signals, traffic detection, signal interconnection, signal cabinets, emergency vehicle preemption, and flashing beacons. Instead of a standard Village bid project, Village staff collaborated with the DuPage County Division of Transportation to produce a joint bid for this contract. This produced greater bidding quantities with the potential of lower bid prices. The joint bid pricing covers two years (2026-2027) so this contract will be in effect from January 1, 2026 through December 31, 2027. The contract may simply be divided in half for the purpose of each annual budget allocation ( $$443,171.71 \div 2 = $221,686.86$ ). There is no contract provision to extend beyond these two years.

Traffic signal items will primarily utilize motor fuel tax funding with supplemental funding from the construction, liability insurance, and general funds. The Village has price certainty over a two-year period (2026-2027) and will also receive cost savings from other contract item prices. The bid categories from H&H Electric Company are summarized below:

2026 H&H Bid	2-yr Bid Amount	1-yr Bid (÷2) Amount	2026 & 2027 Budgets
Traffic Signal Patrol	\$223,373.72	\$116,686.86	\$116,700.00
Traffic Signal Improvement	\$122,600.00	\$61,300.00	\$61,300.00
Traffic Signal Pole Painting	\$40,000.00	\$20,000.00	\$20,000.00
Crash Damage	\$47,400.00	\$23,700.00	\$23,700.00
<b>Total Contract (2 years)</b>	\$443,171.71	\$221,686.86	\$223,000.00

Payments to the Contractor will be based on the actual work performed at the awarded contract and agreed unit prices. Staff recommends awarding this contract to H&H Electric Company in the amount of \$443,171.71 for 2026-2027.

Please present this item to the President and Board of Trustees for their review and approval at their regular meeting on October 2, 2025. If approved, please return the executed copies of the contract and bond to Public Works for further processing.

### Exhibit A

### VILLAGE OF LOMBARD

### CONTRACT DOCUMENT NUMBER TRAF-26

This agreement is made this 2<sup>nd</sup> day of October, 2025, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and H&H Electric Company, Inc. (hereinafter referred to as the "Contractor") and their respective successors.

Witnessed, that in consideration of the mutual promises of the parties delineated in the Contract Documents, the Contractor agrees to perform the services and the Village agrees to pay for the following services as set forth in the Contract Documents:

### 2026-2027 Maintenance of Traffic Signal Equipment

- 1. This contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
  - a. Contract Document Number 26-TSMTC-05-GM for DuPage County Division of Transportation, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) General Provisions
    - iv) Special Provisions
    - v) Standard Drawings
    - vi) Traffic Signal Special Provisions
    - vii) Addendums
  - b. The Contractor's Bid Proposals Dated: September 4, 2025
  - c. Required Performance and Payment Bonds and Certificate(s) of Insurance
- 2. The Village agrees to pay, and the Contractor agrees to accept as full payment the amount as shown on the Contractor's Bid Proposal, which is made a part hereof, subject to such additions and deletions as agreed to by the parties hereto. The two-year bid proposal of \$443,171.71 covers two years, from January 1, 2026 through December 31, 2027.
- 3. Contractor shall not delegate the duties involved in the performance of the services which are the subject matter of this Contract without the written approval of the Village.
- 4. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment to the Contractor under this Contract, the Village requires that the Contractor furnish a written statement of

### Exhibit A

the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due each. This statement must be made under oath or be verified by affidavit. The Village shall not issue payment nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.

5. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.

IN WITNESS WHEREOF, the Village of Lombard, Illinois, and the Contractor have each hereunto caused this Contract to be executed by their respective duly authorized representatives this 2<sup>nd</sup> day of October, 2025.

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

H&H	Electric Company
Prin	nt Company Name
Individual or Partnership CorporationX	
Accepted this 15th day of September , 2025.	
There are	President
B Louie Veneziano	Position/Title
Imaller S	Vice President
Lenny Veneziano	Position/Title
THE VILLAGE OF LOMBARD, ILLINOIS	
Accepted this 2 <sup>nd</sup> day of October, 2025.	
	Anthony Puccio, Village President
Attest:	

Ranya Elkhatib, Village Clerk

### VILLAGE OF LOMBARD

### CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we H&H Electric Company, a company organized
under the laws of the State of <u>Illinois</u> and licensed to do business in the State of Illinois as
Principal and _The Ohio Casualty Insurance Company_, a corporation organized and existing under the laws of
the State of New Hampshire, with authority to do business in the State of Illinois, as Surety, are now held and
firmly bound unto the Village of Lombard, State of Illinois in the penal sum of Four Hundred Forty Three
Thousand One Hundred Seventy One and 71/100 dollars (\$443,171.71) lawful money of the United States, well
and truly to be paid unto said Village for the payment of which we bind ourselves, our successors and assigns,
jointly, severally, and firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas the said Principal has entered into a written contract with the Village of Lombard, acting through the President and Board of Trustees of said Village, dated October 2, 2025, for the construction of the work designated:

### 2026-2027 Maintenance of Traffic Signal Equipment

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

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

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

Bond #: 268019749 APPROVED this 2<sup>nd</sup> day of October, 2025. IN WITNESS WHEREOF, We have duly executed the foregoing Obligation this <u>15th</u> day of <u>September</u> , 2025. VILLAGE OF LOMBARD PRINCIPAL: H&H Electric Company BY: BY: Village President ATTEST: Village Clerk SURETY: The Ohio Casualty Insurance Company BY: Attorney-in-Fact (Title) William Brian Hollamon, Attorney in Fact BY: \_\_\_\_

(SEAL)

**ACKNOWLEDGMENT BY SURETY** STATE OF Illinois County of On this 15th day of September , 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 OFFICIAL SEAL MARTHA MARICELA GONZALEZ Notary Public, State of Illinois Commission No. 1007497 My Commission Expires March 31, 2029



Brian Hollamon

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: 8208996-985183

### **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, William

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 14th day of November , 2022 .	
Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company West American Insurance Company	quiries,
State of PENNSYLVANIA County of MONTGOMERY ss	ion in
On this 14th day of November, 2022 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.	verificati
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.	OA) SUF
Commonwealth of Pennsylvania - Notary Seal Teresa Pastella, Notary Public Montgomery County My commission expires March 28, 2025 Commission number 1128044 Member, Pennsylvania Association of Notaries  By: Teresa Pastella, Notary Public	of Attorney (P 0 or email HC
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:	ower (2-824
State of PENNSYLVANIA County of MONTGOMERY  State of PENNSYLVANIA  On this 14th day of November , 2022 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 duty authorized officer.  IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.  Commonwealth of Pennsylvania Association of Notaries  By: Lacus	For bond and/or P please call 610-83
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-infact 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 15th day of September, 2025.	
1912 O FORDORANDE TO STANDARD	
LMS-12873 LMIC OCIC WAIC Multi Co 02/21	



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/12/2025

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 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).

PRODUCER			NAME: Brian Hollamon	
VIP Risk Solutions, Ir	ıc.		PHONE (A/C, No, Ext): (847) 796-7475 FAX (A/C, No):	
444 S. Rand Road			ADDRESS: brian.hollamon@viprsi.com	
Suite 310			INSURER(S) AFFORDING COVERAGE	NAIC #
Lake Zurich	IL	60047	INSURERA: Phoenix Insurance Company	25623
INSURED			INSURER B: Travelers Prop. Cas. Co.of America	25674
H&H Electric Company			INSURER C: The Travelers Indemnity Co.	25658
2830 Commerce Street			INSURERD: Travelers Casualty Co of CT	36170
			INSURER E :	
Franklin Park	IL	60131	INSURER F:	
001/504.050		APPRICIOATE NUMBER OF 041010	DEVICION NUMBER	

COVERAGES

### CERTIFICATE NUMBER: CL2410101079

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			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
	GENERAL LIABILITY	111111111111111111111111111111111111111	arki kalkalista				EACH OCCURRENCE	\$	2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
A	CLAIMS-MADE X OCCUR			DT-CO-0W03350B-PHX-24	11/2/2024	11/2/2025	MED EXP (Any one person)	\$	10,000
	X XCU included						PERSONAL & ADV INJURY	\$	2,000,000
	X Contractual Liab. Incld.						GENERALAGGREGATE	\$	4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$	4,000,000
	POLICY X PRO-							\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	s	1,000,000
С	X ANY AUTO			810-0W171026-24-26-G	11/2/2024	11/2/2025	BODILY INJURY (Per person)	\$	
C	ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
								\$	
В	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	5,000,000
	EXCESS LIAB CLAIMS-MADE			CUP-0W190409-24-26	11/2/2024	11/2/2025	AGGREGATE	\$	5,000,000
	DED X RETENTION \$							\$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATU- TORY LIMITS OTH- ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE			UB-0W032597-24-26-G	11/2/2024	11/2/2025	E.L. EACH ACCIDENT	\$	1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
В	B Inland Marine			2T-630-9S82596A-TIL-24	11/2/2024	11/2/2025	Leased/Rented Equipment ea limit		\$200,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Village of Lombard 2026-2027 Maintenance of Traffic Signal Equipment, January 1, 2026 through December 31, 2027, H&H Job #M-0085. As required by written contract, the following are primary/non-contributory Additional Insured on the GL and Auto policies per the respective accompanying blanket endorsements: Village of Lombard. Umbrella is Follow-Form over WC-EL, GL and Auto.

CERTIFICATE HOLDER	CANCELLATION				
Village of Lombard	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
255 E Wilson Ave Lombard, IL 60148	AUTHORIZED REPRESENTATIVE				
	Brian Hollamon/BHOLL Was & Hall				

INS025 (201005).01

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that:

- You agree in a written contract or agreement to include as an additional insured on this Coverage Part: and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule:

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:
  - (1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:
    - (a) The Additional Insured Owners, Lessees or Contractors (Form B) endorsement CG 20 10 11 85; or
    - (b) Either or both of the following: the Additional Insured Owners, Lessees or Contractors Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured Owners, Lessees or Contractors Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured Owners, Lessees or Contractors Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured Owners, Lessees or Contractors Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or
- (b) Either or both of the following: the Additional Insured Owners, Lessees or Contractors Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured Owners, Lessees or Contractors Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

- (3) If neither Paragraph (1) nor (2) above applies:
  - (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and
  - (b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

- b. The insurance provided to such additional insured does not apply to:
  - (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, 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 or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - (b) Supervisory, inspection, architectural or engineering activities.
  - (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.
- **c.** The additional insured must comply with the following duties:
  - (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may

- result in a claim. To the extent possible, such notice should include:
- (a) How, when and where the "occurrence" or offense took place;
- (b) The names and addresses of any injured persons and witnesses; and
- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- (2) If a claim is made or "suit" is brought against the additional insured:
  - (a) Immediately record the specifics of the claim or "suit" and the date received; and
  - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV Commercial General Liability Conditions.

### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

### d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and noncontributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed:

subsequent to the signing of that contract or agreement by you.

### 5. Premium Audit

- We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

### 6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- **b.** Those statements are based upon representations you made to us; and
- **c.** We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

### 7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- As if each Named Insured were the only Named Insured; and
- Separately to each insured against whom claim is made or "suit" is brought.

### 8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

### 9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

### **SECTION V - DEFINITIONS**

- "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

Policy: 810-0W171026-24-26-G COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE – CONTRACTORS

This endorsement modifies insurance provided under the following: BUSINESS AUTO COVERAGE FORM

### **PROVISIONS**

 The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

 The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. Other Insurance, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

### Exhibit A

### VILLAGE OF LOMBARD

### **CONTRACTOR'S CERTIFICATION**

Louie Veneziano

Louie Veneziano	, having been first duly sworn depose and states as follows:
(Officer or Owner of Company)	
H&H Electric Company (Name of Company)	, having submitted a proposal for:
2026-2027 Maintenance of Traffic Signa Contractor:	al Equipment to the Village of Lombard, hereby certifies that said
1. has a written sexual harassment police	ey in place in full compliance with 775 ILCS 5/2-105(A) (4).
<ul> <li>a. it is contesting its liability established by the appropriate b. it has entered into an agreand is currently in compliance with the Federal Use and Testing, 49 CFR Parts 40 and and the state of the sta</li></ul>	ement with the Department of Revenue for payment of all taxes due ance with that agreement.  Highway Administration Rules on Controlled Substances and Alcohol
	By:  Authorized Agent of Contractor  Louie Veneziano, President
Subscribed and sworn to	
before me this 15th	
day of September , 2025.	OFFICIAL SEAL  MARTHA MARICELA GONZALEZ  Notary Public, State of Illinois  Commission No. 1007497  My Commission Expires  March 31, 2029