

County of Kane
Office of County Board
Kane County Government Center

Karen McConnaughay
Chairman
630-232-5930



719 Batavia Avenue
Geneva, Illinois 60134
Fax 630-232-9188

DOCUMENT VET SHEET
for
Karen McConnaughay
Chairman, Kane County Board

Name of Document: Contract/Contract Bond for H & H Electric for Kane Co.

Sec. #10-00409-00-TL Vehicle Detection


Submitted by: Linda Haines

Date Submitted: September 6, 2011

Examined by: Pat Jaeger
(Print name)


(Signature)

09-07-11, 2011
(Date)

Post on Web: Yes No Atty. Initials 

Comments:

Chairman signed: Yes No _____
(Date)

Document returned to: _____



1. THIS AGREEMENT, made and concluded the 11th day of October, 2011 between the County of Kane acting by and through its County Board H & H Electric Company his/their executors, administrators, successors or assigns, known as the party of the second part.

2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3 And it is also understood and agreed that the Notice to Contractors, Special Provisions, Proposal and Contract Bond hereto attached, and the Plans for Section No. 10-00409-00-TL in Kane County, approved by the Department of Transportation of the State of Illinois, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest: Clerk (Seal)

The County of Kane By Karen McCormaughy Chairman, County Board (If a Corporation)

Corporate Name H&H Electric Co. By Louie Veneziano President (If a Co-Partnership)

Attest: Kenny Veneziano Secretary

Partners doing Business under the firm name of

Party of the Second Part

(If an individual)

Party of the Second Part



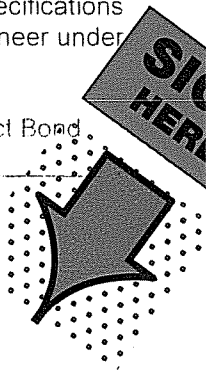


1. THIS AGREEMENT, made and concluded the 11th day of October, 2011 Month and Year

between the County of Kane acting by and through its County Board H & H Electric Company his/their executors, administrators, successors or assigns, known as the party of the second part.

2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3 And it is also understood and agreed that the Notice to Contractors, Special Provisions, Proposal and Contract Bond hereto attached, and the Plans for Section No. 10-00409-00-TL in Kane County, approved by the Department of Transportation of the State of Illinois, are essential documents of this contract and are a part hereof.



4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest: Clerk (Seal)

The County of Kane By Karen McConaughy Party of the First Part Chairman, County Board (If a Corporation)

Corporate Name H & H Electric Co. By Louie Veneziano President Party of the Second Part (If a Co-Partnership)

Attest: Lenny Veneziano Secretary

Partners doing Business under the firm name of

Party of the Second Part

(If an individual)

Party of the Second Part



1. THIS AGREEMENT, made and concluded the 11th day of October, 2011 Month and Year

between the County of Kane acting by and through its County Board H & H Electric Company his/their executors, administrators, successors or assigns, known as the party of the second part.

2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the Notice to Contractors, Special Provisions, Proposal and Contract Bond hereto attached, and the Plans for Section No. 10-00409-00-TL in Kane County, approved by the Department of Transportation of the State of Illinois, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest: Clerk (Seal)

The County of Kane By [Signature] Chairman, County Board (If a Corporation)

Corporate Name H&H Electric Co. By [Signature] President Louie Veneziano Party of the Second Part (If a Co-Partnership)

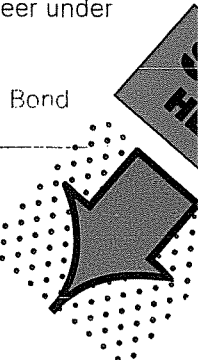
Attest: [Signature] Secretary Lenny Veneziano

Partners doing Business under the firm name of

Party of the Second Part

(If an individual)

Party of the Second Part





Route _____
County Kane
Local Agency Kane
Section 10-00409-TL

BOND NO. 83BCSGC2817

We, H & H Electric Company, 2830 Commerce Street, Franklin Park, IL 60131

a/an) Individual Co-partnership Corporation organized under the laws of the State of Illinois, as PRINCIPAL, and Hartford Casualty Insurance Company 4040 Vincennes, Indianapolis, IN 46268 as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of One Hundred Seventy Seven Thousand Four Hundred Seventy One and No/100

Dollars (\$177,471.00), lawful money of the United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, 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 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 to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery 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 LA and its awarding authority 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.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 12th day of September A.D. 2011

PRINCIPAL

H & H Electric Company

(Company Name)

By: [Signature] President

(Signature & Title)

Attest: Louie Veneziano, President

Lenny Veneziano, Vice President

(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS.

COUNTY OF Cook

I, Theresa Frederick, a Notary Public in and for said county, do hereby certify that

Louie Veneziano and Lenny Veneziano

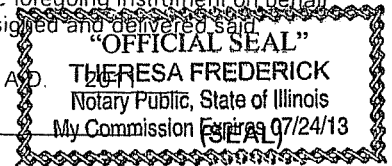
(Insert names of individuals signing on behalf or PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12th day of September

My commission expires 7/24/13

[Signature]
Notary Public



SURETY

Hartford Casualty Insurance Company

(Name of Surety)

By: [Signature]

Robert H. Walker, Attorney-in-Fact

(SEAL)

STATE OF ILLINOIS.

COUNTY OF WILL

I, Graciela Casaus, a Notary Public in and for said county, do hereby certify that

Robert H. Walker

(Insert names of individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12th day of September A.D. 2011

My commission expires 08/02/2014

Graciela Casaus
Notary Public, State of Illinois
Commission Expires 08/02/2014

(SEAL)



Approved this 11th day of October, A.D. 2011

Attest:

John A. Cunningham, County Clerk

County of Kane

(Awarding Authority)

[Signature]
County Board

(Chairman/Mayor/President)

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-4

P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 83-551421

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

Suellen Bottomley, Robert H. Walker, R.L. McWethy, Kevin J. Scanlon, Gary A. Eaton, Robert W. Kegley Jr, Sherry Bacskai, Brandie Catlin
of
New Lenox, IL

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Paul A. Bergenholtz

Paul A. Bergenholtz, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 1st day of February, 2004, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Paseka

Scott E. Paseka
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of September 12, 2011.

Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President