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VILLAGE OF DOWNERS GROVE Report for the Village

8/5/2025

SUBJECT:	SUBMITTED BY:
Contract Addendum – Traffic Signal Cabinet and Streetlight and Traffic Signal Shroud Replacements in the Downtown	Scott Vasko Director of Engineering

SYNOPSIS

A resolution has been prepared approving three quotes and addendum thereto (collectively the "Agreement") for H&H Electric, Inc. to replace a damaged traffic signal cabinet at the intersection of Main Street and Warren Avenue and replace streetlight and traffic signal shrouds at various locations within the downtown.

STRATEGIC PLAN ALIGNMENT

The strategic goals for 2024-2026 include *Top Quality Infrastructure*.

FISCAL IMPACT

The cost of the replacement of the damaged traffic signal cabinet and shrouds is \$135,860.87. Sufficient funds are available in the Risk and Capital funds for this work.

RECOMMENDATION

Approval on the August 5, 2025 consent agenda.

BACKGROUND

On May 19, 2025, the traffic signal cabinet at the intersection of Main Street and Warren Avenue was vandalized and damaged to a point of needing full replacement. This cabinet controls the traffic signals at the intersections of Main Street, Warren Avenue, Burlington Avenue and the railroad tracks.

On Friday June 20, 2025 the traffic signal at Main and Curtiss was struck by a semi-truck making a right turn onto Curtiss from Main Street. The traffic signal shroud was damaged and needs to be replaced.

Additionally there are two missing streetlight shrouds at Main & Franklin and Forest & Franklin that were previously damaged that need to be replaced.

The Village currently maintains a contract with H&H Electric, Inc. (H&H) for maintenance of all traffic signals in the Village. Village staff requested proposals from H&H to repair the damaged cabinet, and replace the traffic signal and streetlight shrouds. H&H recommended a complete replacement of the traffic signal cabinet due to the severity and location of the damage to the cabinet. Because the controller requires special setup and shop testing by the ICC and IDOT we are obligated to supply new equipment and not reuse any of the existing equipment.

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Staff recommends the approval of the quotes and addendum thereto to replace the traffic signal cabinet and streetlight and traffic signal shrouds.

ATTACHMENTS

Agreement

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RESOLUTION NO. ____

A RESOLUTION AUTHORIZING EXECUTION OF QUOTES AND ADDENDUM THERETO ISSUED BY H&H ELECTRIC COMPANY TO THE VILLAGE OF DOWNERS GROVE

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

- 1. That the form and substance of certain Quotes and Addendum thereto (the "Agreement"), between the Village of Downers Grove (the "Village") and H&H Electric Company ("Contractor"), for the replacement of a damaged traffic signal cabinet at the intersection of Main Street and Warren Avenue and the supply and replacement of street light shrouds, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.
- 2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.
- 3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.
- 4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.
- 5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

		Mayor
Passed:		
Attest:		
	Village Clerk	

ADDENDUM TO THE QUOTES ISSUED BY H&H ELECTRIC COMPANY TO THE VILLAGE OF DOWNERS GROVE

The following terms shall apply to the three (3) quotes with a total collective cost of \$135,860.87 ("Quotes") provided by H&H Electric Company ("Contractor") to the Village of Downers Grove ("Village"):

A. CAMPAIGN DISCLOSURE

Contractor shall execute the Campaign Disclosure Certificate, attached hereto.

B. PATRIOT ACT COMPLIANCE

The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further warrants to the Village that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person.

C. NONDISCRIMINATION

Contractor shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) Certify that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of this Contract.

It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Contractor shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101et. seq., and The Americans With Disabilities Act, 42 U.S.C. Sec. 12101 et seq.

D. SEXUAL HARASSMENT POLICY

The Contractor, as a party to a public contract, represents that it has a written sexual harassment policy.

E. EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Contractor's non-compliance with the provisions of this Equal

Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Contractor agrees as follows:

That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.

That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

F. DRUG FREE WORK PLACE

Contractor, as a party to a public contract, certifies and agrees that it will provide a drug free workplace and that it has a policy addressing same.

G. INDEMNITY AND HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the Contractor shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Contractor, its employees, or its sub-contractors, and the Contractor, its employees, or its sub-contractors, and the Contractor shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in

connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Contractor to indemnify the Village for its own negligence. The Contractor shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Contractor, its employees, or its sub-Contractors.

H. COOPERATION WITH FOIA COMPLIANCE

Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et seq.

I. BILLING & PAYMENT PROCEDURE

Contractor will provide invoices associated with the services outlined in the Quote that will be billed to the Village. Once an invoice and receipt of service have been verified by the Village, the invoice will be processed for payment in accordance with the Village's payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Contractor within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Contractor within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made. This provision expressly supersedes any provision of the Agreement to the contrary.

J. DISADVANTAGED BUSINESS ENTERPRISE (DBE) Certification

Pursuant to 35 ILCS 200/18-50.2, Contractor and all subcontractors are required to complete and submit a Vendor DBE certification, regardless of DBE status. Contractor shall complete and require all its subcontractors to complete the DBE certification for this project at www.downers.us/vss. The information necessary for the Contractor and all subcontractors to complete the certification includes the following: DBE Classification (minority-owned, women-owned, persons with disabilities-owned, veteran-owned, or none); if DBE, whether the company holds a certificate or self-certifies; if self-certifying, whether the company qualifies as a small business under the U.S. Small Business Administration standards; the company's name, address, city, state and zip code; company's contact person's name, title, telephone number and email address. NO PAYMENTS WILL BE MADE TO THE CONTRACTOR BY THE VILLAGE UNLESS AND UNTIL ALL OF THE CERTIFICATIONS FOR THE CONTRACTOR AND SUBCONTRACTORS HAVE BEEN COMPLETED

K. PREVAILING WAGE

Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq., for all work completed under this Contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract.

For applicable rates, go to the State of Illinois – Department of Labor website (www.state.il.us/agency/idol/rates/rates.HTM) and use the most current DuPage County rate. The Department revises the prevailing wage rates and the Contractor or subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates throughout the duration of this Contract.

Contractor and each subcontractor shall keep or cause to be kept accurate records of all laborers, mechanics and other workers employed by them on the public works project, which records must include each worker's name, address, telephone number when available, the last four digits of the worker's social security number, gender, race, ethnicity, veteran's status, skill level, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, the starting and ending times of work each day, the worker's hourly wage rate, the worker's hourly overtime wage rate, the worker's hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable. These records shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor (IDOL) and must be preserved for five (5) years from the date of the last payment on the public work.

Since this is a contract for a public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.

Because this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to IDOL no later than the fifteenth (15th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. Contractor shall then provide an IDOL certification and case number to the Village. WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE. Filing false records is a Class A misdemeanor.

In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Bidder's Certification.

Any bond furnished as security for performance shall include a provision that guarantees faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

CONTRACTOR:	
H&H Electric Co.	Date: 07/16/2025
Company Name	3
2830 Commerce Street	louie.veneziano@hh-electric.com
Street Address of Company	Email Address
Succe Address of Company	Louie Veneziano
Franklin Park, Illinois 60131	Contact Name (Print)
City, State, Zip	3 ,
708-453-2222	708-453-0202
Business Phone	24-Hour Telephone
Business Fnone	
708-453-2851	Signature of Officer, Partner or
Fax	Sole Proprietor
	Louie Veneziano, President
	Print Name & Title
ATTEST: If a Corporation	
Signature of Corporation Secretary Lenny	Managharan
Digitature of Corporation Secretary Lenny	Veneziano

VILLAGE OF DOWNERS GROVE:

	Authorized Signature	
Title	7.750 to 17.950 to 17.050	_
Date		

CAMPAIGN DISCLOSURE CERTIFICATE

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the Contract, Contractor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:	
Contractor has <u>not</u> last five (5) years.	contributed to any elected Village position within the
Jones	Louie Veneziano
Signature	Print Name
of the Village Council with Print the following information: Name of Contributor:	
	(company or individual)
To whom contribution was	made:
Year contribution made:	Amount: \$
Signature	Print Name

MAIN ST. @ BURLINGTON AVE. & WARREN AVE. - TS

ITEM NUMBER	COMPLETION:	DUE TO OWNER (TIME):	DUE TO OWNER (DATE):		BID LOCATION:	BID DUE TIME:	BID DUE DATE:	BID AS:	DATE:	ROUTE:	SECTION #:	JOB #:	PROJECT #:	COUNTY:	CONTRACT #:	LOCATION / DESCRIPTION:	ADDENDUM:	DBE %:	IDOT ITEM #:	H&H JOB #:	ELECTRIC COMPANY				The second secon
PAY ITEM DESCRIPTION	TO BE DETERMINED	NA	NA	eericson@downers.us	EMAIL TO EMILY ERICSON AT THE VILLAGE OF DOWNERS GROVE -	N/A	NA	GENERAL ELECTRICAL CONTRACTOR	Wednesday, May 28, 2025	MAIN ST. @ BURLINGTON AVE./WARREN AVE	N/A	NA	N/A	DUPAGE	N/A	VILLAGE OF DOWNERS GROVE - MAIN ST. @ BURLINGTON AVE./WARREN AVE FURNISH AND INSTALL A TRAFFIC SIGNAL CABINET.	N/A	0.00%	N/A	N/A	OFFICE FROME: (700) 433-2222 / FACSIMILE: (700) 433-2031.	n.	FRANKLIN PARK. ILLINOIS 60131-2927	2830 COMMERCE STREET,	
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MAIN ST. @ BURLINGTON AVE. & WARREN AVE. - TS

ITEM NUMBER 1	PAY ITEM DESCRIPTION REMOVE THE EXISTING DAMAGED TRAFFIC SIGNAL CABINET AND FURNISH AND INSTALL (1) 77" TRAFFIC SIGNAL CABINET ASSEMBLY, COMPLETE WITH ALL NEW COMPONENTS, A VIDEO DETECTION SYSTEM FOR BOTH INTERSECTIONS, AND (1) BATTERY BACKUP CABINET.	UNIT OF MEASURE	S QUANTITY	124,307.76
ITEM NUMBER	PAY ITEM DESCRIPTION REMOVE THE EXISTING DAMAGED TRAFFIC SIGNAL CABINET AND FURNISH AND INSTALL (1) 77" TRAFFIC SIGNAL CABINET ASSEMBLY, COMPLETE WITH ALL NEW COMPONENTS, A VIDEO DETECTION SYSTEM FOR BOTH INTERSECTIONS, AND (1) BATTERY BACKUP CABINET.	UNIT OF M		124,307.76 UNIT PRICE
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4	NO WORK WILL BE DONE OTHER THAN THE ITEMS ON OUR BID WITHOUT WRITTEN APPROVAL.			
5	PROJECT LAYOUT INCLUDING GRADES AND ELEVATIONS.			
6	ANY AND ALL COSTS CONTRIBUTABLE TO TESTING, DOCUMENTATION, REMOVAL AND/OR DISPOSAL OF ANY SPOILS.			
7	ANY MAJOR SUBSURFACE OBSTACLES ENCOUNTERED WHICH			
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9	ROCK EXCAVATION.			
10	PROPOSAL VALID FOR 👀 DAYS.			

MAIN ST. & CURTISS ST. BASE COVER - TS

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PAY ITEM DESCRIPTION	TO BE DETERMINED	NA	NA	eericson@downers.us	EMAIL TO EMILY ERICSON AT THE VILLAGE OF DOWNERS GROVE -	N/A	N/A	GENERAL ELECTRICAL CONTRACTOR	Monday, July 14, 2025	VARIOUS	N/A	NA	NA	DUPAGE	N/A	VILLAGE OF DOWNERS GROVE - FURNISH DECORATIVE STREET LIGHT BASES ONLY TO THE VILLAGE.	N/A	0.00%	N/A	N/A	OFFICE PHONE: (708) 453-2222 / FACSIMILE: (708) 453-2851.	FRANKLIN PARK, ILLINOIS 60131-2927	2830 COMMERCE STREET,	The company of a supplication of a supplication of the contraction of
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