

CONTRACT

**CITY OF WEST ALLIS
2020 PROJECT NO. 6**

STREET LIGHTING CONVERSION

THIS AGREEMENT made this 14 day of MAY, 2020

by and between PRO ELECTRIC, INC.

hereinafter called the Contractor, and the City of West Allis, hereinafter called the City,

WITNESSETH:

THAT, WHEREAS, The City intends to complete the conversion of street lighting from high voltage series to low voltage parallel with LED luminaires, including removing existing bases, salvaging poles and arms, installing low voltage infrastructure, and all incidental items necessary to complete the work in:

**Lighting Circuit N-5: S 92nd St, W Greenfield Ave, S. 84th St & the Union Pacific Railroad
Lighting Circuit P-3: S 92nd St, Cleveland Ave, and W Beloit Rd**

(PLAN FILE NOS: I-1010 AND I-1011)

WHEREAS, The Contractor has offered by proposal, in writing, to the Board of Public Works of the City, for furnishing the material, labor, tools, equipment, services and everything necessary for the proper construction and completion in a workmanlike manner of the work herein described for the City, for the price and within the time specified and according to the Contract Documents, and the City has awarded the work to the Contractor according to law.

NOW, THEREFORE, In consideration of the City paying to the Contractor for the performance of the aforesaid work according to the following prices, the Contractor, for himself, his heirs, executors and administrators, or for itself and its successors, as the case may be, hereby covenants and agrees to and with the City as follows:

CONTRACT
2020 PROJECT NO. 6
STREET LIGHTING CONVERSION

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
1.	Restoration	1	lump sum	\$28,772.30	\$28,772.30
2.	Project Mobilization, Traffic Control, Site Access Maintenance, Staking	1	lump sum	\$27,226.04	\$27,226.04
3.	Removing Concrete Bases	129	each	\$326.57	\$42,127.53
4.	Remove and Salvage Lighting Units	129	each	\$361.39	\$46,619.31
5.	Removing Electrical Conductors	400	lin. ft.	\$2.73	\$1,092.00
6.	Conduit Bored Rigid Nonmetallic Schedule 40 2-Inch	17,475	lin. ft.	\$13.89	\$242,727.75
7.	Conduit Bored Rigid Nonmetallic Schedule 80 2-Inch	1,290	lin. ft.	\$14.25	\$18,382.50
8.	Electrical Wire Lighting 12 AWG	17,784	lin. ft.	\$0.49	\$8,714.16
9.	Electrical Wire Lighting 6 AWG	69,612	lin. ft.	\$1.19	\$82,838.28
10.	Pull Boxes Steel 24X36-Inch	20	each	\$974.28	\$19,485.60
11.	Plastic Electrical Access Boxes 12X12X12-Inch	17	each	\$517.42	\$8,796.14
12.	Concrete Lighting Bases	140	each	\$958.07	\$134,129.80
13.	Concrete Control Cabinet Base	1	each	\$1,672.40	\$1,672.40
14.	Electrical Service Meter Breaker Pedestal	1	lump sum	\$1,003.40	\$1,003.40
15.	Lighting Control Cabinets 120/240 30-Inch	1	each	\$6,398.87	\$6,398.87
16.	Reinstall Salvaged Light Pole	125	each	\$433.68	\$54,210.00
17.	Reinstall Salvaged Light Arm	125	each	\$74.46	\$9,307.50
18.	Install City Furnished Light Pole	15	each	\$388.24	\$5,823.60
19.	Install City Furnished Light Arm	15	each	\$74.46	\$1,116.90
20.	Install City Furnished Luminaire	140	each	\$306.28	\$42,879.20
TOTAL BID					\$ 783,323.28

The foregoing totals shall be the basis for establishing the amount of the performance bond and is not to be construed to be a lump sum contract price. The foregoing quantities of the unit price items are approximate only and it is understood and agreed that payment will be made only on the actual quantities of work completed in place, measured on the basis defined in the contract documents and at the unit prices stated above.

(C) 9.2 and (C) 9.3

CONSTRUCTION BY CONTRACTOR

PLANS AND SPECIFICATIONS PART OF THE CONTRACT

1. The Contractor agrees to provide certain material, all labor, tools, equipment and services and to do all things necessary for the proper construction and completion in a workmanlike manner of the work hereinbefore described and in conformity with the contract documents which include the (a) Notice to Contractors; (b) Instructions to Bidders; (c) General Conditions; (d) Specifications; (e) Special Provisions; (f) Proposals; (g) Plans; (h) Schedule of Fixed Prices; (i) Supplemental Agreements; (j) all addenda, and (k) Technical Requirements, which Contract Documents are hereby made a part of this contract as though set forth herein in full.

Specifications for Sewer and Water Construction in Wisconsin, 6th Ed., December 22, 2003, and addenda, are included by reference as part of the contract and are on file in the office of the City Engineer. In the event that any provision in any of the above Specifications conflicts with any provision in any other Contract Document, the provision in the Contract Document shall govern.

PERSONAL ATTENTION

CONTRACTOR NOT TO ASSIGN UNLESS WRITTEN CONSENT

2. The Contractor shall exercise, for the City's benefit, its best knowledge and skill and give its personal attention constantly to the faithful prosecution of the work and shall not assign by power of attorney or otherwise this contract or any interest therein or sublet any part of the work without the consent in writing of the Board of Public Works of said City. If the Contractor shall so assign or sublet without such written consent, then the Common Council of the City shall have the right in its discretion to rescind this contract and declare the same null and void and to relet the said work to some competent party; and the Contractor shall be liable to said City for such damages as the Common Council of the City shall determine, which determination thereof shall be final and conclusive on the parties hereto.

STARTING AND COMPLETION

3. The Contractor agrees to commence work under this contract within ten (10) days of the date to be specified in a written notice to proceed from the City and to complete all work included in this contract to the point of final acceptance by the City within the time limits prescribed in the Special Provisions.

LIQUIDATED DAMAGES

4. The Contractor further covenants and agrees that the time limit for the completion of the work herein provided for is of the essence of this contract, and in case the Contractor shall fail to complete the work hereunder within the time aforesaid, the Contractor agrees to pay to the City the sum prescribed in the Special Provisions for each and every day the time consumed in said performance and completion exceeds the time hereinbefore allowed for that purpose, which said sum in view of the difficulty in ascertaining the loss which the City will suffer by reason of delay in the performance of the work hereunder is hereby agreed upon, fixed, and determined by the parties hereto as liquidated damages that the City will suffer by reason of said delay and default and not as a penalty and the City may deduct and retain the amount of such liquidated damages out of the moneys which may be due or become due under this contract.

It is hereby further agreed that the determination and acceptance by the City of the liquidated damages for the delay in the completion of the work shall be in addition to any other damages that the City may sustain by reason of any other breach of this contract.

CITY MAY RELET FOR IMPROPER PERFORMANCE

5. In case of improper or imperfect performance of the work herein specified by the Contractor in the event of written consent by the City, the City may suspend said work and order the entire reconstruction of the whole or any part or may, at its option, relet such partial or entire work to another competent party. The City may do likewise in case said work shall not be prosecuted with such diligence and with such number of men as to insure its completion within the time limited herein, or may employ men and secure material for the completion of the same and charge the cost thereof to the Contractor which sum may be deducted from any balance due the Contractor and without waiver of any rights of the City with respect to liquidated damages for the delay and completion of the work or for actual damages of the breach of any other part of this contract to be performed by said Contractor.

CONTRACTOR TO HOLD CITY HARMLESS FOR INJURIES OR DAMAGES TO THIRD PERSONS

6. The said Contractor further covenants and agrees to and with the City of West Allis that in the performance of this contract it will put up and maintain such barriers and lights as will effectively prevent the happening of any accident in consequence of any depressions, holes, or the accumulation of any obstruction or hazards of any nature whatsoever, made or suffered upon the premises, public sidewalks, highways or areas within the immediate vicinity of said construction; Contractor further covenants and agrees to indemnify and hold harmless the City against any and all claims and losses which arise as a result of any negligence, acts or omissions from the performance of the duties, work or service in

connection with said project, excepting those claims or losses which are a direct result of the "active" or "sole" negligence of the City; and that Contractor covenants and agrees that it shall and does hereby assume such liabilities and will pay on demand any and all damage or damages occasioned as above specified.

CONTRACTOR TO SAVE CITY HARMLESS FOR CLAIMS OF SUBCONTRACTORS.
SECS. 779.14 & 779.15, STATS.

7. It is Further Understood and Agreed that the Contractor shall save the City harmless from all claims or demands of any subcontractor employed by the Contractor or from any claims or demands of any person, firm or corporation furnishing any material, apparatus, fixtures, services, machinery or labor to the Contractor herein for the doing of the work referred to herein and of whatsoever kind or nature referred to and established by sec. 779.15, Stats., and Acts supplementary thereto.

CONTRACTOR TO PAY ALL CLAIMS FOR WORK UNDERTAKEN BY SURETY,
SEC. 779.14, STATS.

8. It Is Further Understood and Agreed that the Contractor shall pay all claims for work and labor performed and materials furnished in or about the work herein referred to, and the Contractor shall pay to each and every person or party entitled thereto all claims for work or labor performed and materials furnished for or in or about said building or under this contract and it is understood and agreed that the liability of the Contractor under this contract and undertaking thereon shall continue and remain in force for a period of one year after the completion and acceptance of said contract as provided in sec. 779.14, Stats., and Acts supplementary thereto.

INDEMNIFYING AGREEMENT

9. To the fullest extent allowable by law, Contractor hereby indemnifies and shall defend and hold harmless the City of West Allis, its elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement. Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the City of West Allis, or its elected and appointed officials,

officers, employees or authorized representatives or volunteers. This indemnity provision shall survive the termination or expiration of this Agreement.

In any and all claims against the City of West Allis, its elected and appointed officials, officers, employees or authorized representatives or volunteers by an employee of Contractor, any subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under worker's compensation, disability benefit, or other employee benefit laws.

No provision of this indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the City of West Allis, its elected and appointed officials, officers, employees or authorized representatives or volunteers under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located.

Contractor shall reimburse the City of West Allis, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any received by the City of West Allis, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

DAMAGES TO CITY

10. If, upon any adjustment or determination of damages by the Common Council of the City of West Allis, said damages should exceed the amount due from the City to the Contractor, then in that case the Contractor covenants and agrees to pay the same to the said City on demand.

ESTIMATES OF WORK DONE AND ACCEPTANCE, SEC. 66.0901(9)(b), STATS.

11. The City hereby reserves the right to accept and make use of any portion of said work before the completion of the entire work without invalidating this Contract or binding itself to accept the remainder of the work or any portion thereof, whether completed or not. The Contractor shall prepare and present a schedule of materials delivered and work performed to the City Engineer. The City Engineer shall verify the schedule of work

completed and materials furnished by actual inspection and shall then make, in writing, an approximate estimate of the amount of work done, and materials furnished and the value thereof, according to the terms of this contract. Said estimate shall be made only when the work progresses in accordance with the provisions of this contract, drawings, plans and specifications. The Common Council, upon recommendation of the Board of Public Works, shall grant to the Contractor the estimate of the amount and proportionate value of the work done, which shall entitle the Contractor to receive the amount thereof, less the retainage. The retainage shall be an amount equal to 10% of said estimate until 50% of the work has been completed. At 50% completion, further partial payment shall be made in full to the Contractor and no additional amount shall be retained unless the City Engineer certifies that the job is not proceeding satisfactorily, but amounts previously retained shall not be paid to the Contractor. At 50% completion or at any time thereafter when the progress of the work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of the work completed. When the work has been substantially completed, according to the plans and specifications, except for work which cannot be completed because of weather conditions, lack of materials or other reasons which in the judgment of the Board of Public Works are valid reasons for non-completion, the Board of Public Works may recommend to the Common Council that the City make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed or in the alternative pay out the entire amount retained and receive from the Contractors guarantees in the form of a bond or other collateral sufficient to insure completion of the job.

ACCEPTANCE AND PAYMENT OF WORK

12. The City of West Allis hereby covenants and agrees to and with the said Contractor, that upon completion of said work according to the drawings, plans and specifications and the true intent and meaning of this contract and after acceptance of the work by the Common Council of the City of West Allis, the City of West Allis will pay or cause to be paid to said Contractor or its lawful assigns if consent thereto is given in writing, the balance due said Contractor after deducting all adjustments, damages or credits due the said City. The said Contractor agrees to surrender before the payment of said balance all satisfactions of any and all lien claims of whatever nature, together with releases and satisfactory evidence of releases of any and all claims of whatever nature in favor of any subcontractor, material man, laborer or person loaning or furnishing equipment or services of any nature to the effect that such persons have been fully paid or are no longer entitled to such lien or claim for lien.

CHANGED CONDITIONS

13. If the Contractor encounters physical conditions at the site of the work of an unusual nature, differing materially from those which might be reasonably encountered and generally recognized as inherent in work of the character provided for, or implied in the Plans and Specifications, he shall promptly and before such conditions are unduly disturbed notify the City Engineer, in writing, of his intention to claim an adjustment in compensation. The City Engineer shall thereupon promptly investigate the conditions and, if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of the contract or in the time required for performance of the contract, the contract will be modified, in writing, and an equitable adjustment made in accordance with the contract unit price, fixed extra price or time and material, as the case may be.

If the Contractor fails to give the City Engineer written and timely notice of his intention to claim an adjustment in compensation, as herein before provided, and to afford the City Engineer the opportunity to investigate any changed conditions claimed before they are unduly disturbed, the claim may be denied by the Board of Public Works.

GUARANTEE

14. All work shall be and is guaranteed to a period of one year from and after the completion date of the work. For purposes of this contract, the completion date is the date certified by the City Engineer. If, within said guarantee period, repairs or changes are required in connection with the work, which, in the opinion of the City Engineer, is rendered necessary as the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the contract, the Contractor shall promptly, upon receipt of the notice from the City Engineer, and without expense to the City, restore the work to a satisfactory condition, correct all defects, make good all damage to the structure, site or contents thereof, which damage, in the opinion of the City Engineer, results from the use of such inferior or defective materials, equipment or workmanship.

If, within ten (10) days after notice, the Contractor fails to comply with the terms of any guarantee herein contained, the City may have the defects corrected and the Contractor or his surety shall be liable for all expenses incurred; except, when, in the opinion of the City Engineer, delay in correcting the defects would cause serious cost or damage, repairs may be made by the City without notice being given to the Contractor and the Contractor shall pay the cost thereof.

All special guarantees or warranties applicable to specific parts of the work, as may be stipulated in the Contract Documents, shall be subject to the terms of this paragraph during the one-year guarantee period. All special guarantees and manufacturers warranties shall be delivered to the City Engineer before shop drawings on items of major equipment are approved, guarantees and warranties for other

items shall be furnished prior to the acceptance of the work.

15. Nothing contained in the contract herein shall be construed to prevent the Board of Public Works or the Common Council from extending the time to complete the work under this contract and this contract is signed by the respective parties and the surety with the understanding that such extension of time may be given when considered proper, and shall not be deemed a modification or a change affecting the liability of the surety.

CHANGE OF MATERIAL

16. It is further agreed that any change of material different from that specified in the specifications shall, when agreed upon by the Contractor and Common Council in writing, be accepted by all parties in lieu of that so changed and shall in no way be considered as changing said contract, but all parties including the surety signing this contract do so with the knowledge that such changes are likely to be made.

DELAYS

17. The City shall not be liable to the Contractor and/or any subcontractor for claims or damages or monetary claims of any nature caused by or arising out of delays from any cause whatsoever, including but not limited to any time which may be specified for the notice to proceed under this contract. The sole remedy against the City for delays shall be the allowance to claimant of additional time for completion of work, the amount thereof to be reasonable as determined by the City Engineer.

IN WITNESS WHEREOF, The parties hereto have executed this instrument under their several seals, on the day and year first above written, the name and corporate seal of each corporate party hereto affixed and this instrument duly signed by its duly authorized representative.

PRO ELECTRIC, INC. (Seal)
Contractor

21500 W. 6 MILE RD. (Seal)
Business Address FRANKSVILLE, WI 53126

By:  (Seal)
Signature & Title PRESIDENT

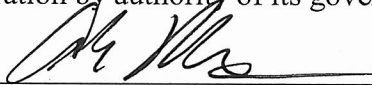
By: CRAIG R. CLEMENTS (Seal)
Printed

By: _____ (Seal)
Signature & Title

By: _____ (Seal)
Printed

CORPORATE CERTIFICATE

I, CRAIG R. CLEMENTS, certify, that I am the Secretary of the Corporation named as Contractor herein; that CRAIG R. CLEMENTS who signed this contract on behalf of the Contractor, was then President of said Corporation; and that such contract was duly signed for and in behalf of said Corporation by authority of its governing body.

 (SEAL)
Signature

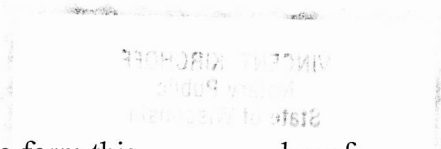
Witness: CITY OF WEST ALLIS

_____ by _____ Date: _____
Mayor

_____ Date: _____
City Administrator

Countersigned at West Allis this _____ day of _____, 20____,

and I hereby certify that provision has been made to pay the liability that will accrue under this contract by the City of West Allis.



Finance Director/Comptroller/Treasurer

Approved as to form this _____ day of _____, 20____.

City Attorney

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

_____ CRAIG R. CLEMENTS _____, an officer of
(Affiant)


_____ PRO ELECTRIC, INC. _____, to wit, its

_____ PRESIDENT _____, being first duly sworn on oath, says:
(Title)

That _____ PRO ELECTRIC, INC. _____ has no contractual
(Name of Contractor)

relationships whatsoever, either direct or indirect, with any officer, agent or employee of the City of West Allis, Wisconsin; nor has any officer, agent or employee of said City any financial interest either direct or indirect, present or prospective, absolute or conditional in the contract to which this bond pertains, as this affiant well knows.

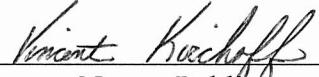
Dated at FRANKSVILLE, Wisconsin, this 14th day of MAY, 2020.

_____  _____
(Affiant)

_____ PRESIDENT _____
(Title)

Subscribed and sworn to before me

this 14th day of MAY, 2020.

_____  _____
Notary Public

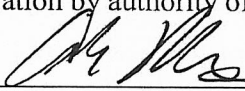


My Commission Expires: 08/05/2022


NOTE: Affidavit must be executed by person who signs contract.

CORPORATE CERTIFICATE

I, CRAIG R. CLEMENTS, certify, that I am the Secretary of the Corporation named as Contractor herein; that CRAIG R. CLEMENTS who signed this contract on behalf of the Contractor, was then President of said Corporation; and that such contract was duly signed for and in behalf of said Corporation by authority of its governing body.

 (SEAL)
Signature

Witness: CITY OF WEST ALLIS

_____ by  Date: June 15, 2020
Mayor

_____ Rebecca N. Hill Date: June 15, 2020
City Administrator

Countersigned at West Allis this 14th day of June, 2020,

and I hereby certify that provision has been made to pay the liability that will accrue under this contract by the City of West Allis.



Finance Director/Comptroller/Treasurer

Approved as to form this 15th day of June, 2020.


City Attorney

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS That:

Pro Electric, Inc.

(Name of Contractor)

21500 6 Mile Road, Franksville, Wisconsin 53126

(Address of Contractor)

a Corporation

(Corporation, Partnership or Individual)

hereinafter called Principal, and The Hanover Insurance Company

(Name of Surety)

333 West Pierce Road, Itasca, Illinois 60143

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

City of West Allis

(Name of Owner)

7525 West Greenfield Avenue; West Allis, WI 53214

(Address of Owner)

hereinafter called Owner, in the penal sum of Seven Hundred Eighty-Three Thousand,

Three Hundred Twenty-Three and 28/100 Dollars (\$783,323.28)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION Is such that whereas, the Principal entered into a certain contract with the Owner dated the 14th day of May, 2020, a copy of which is hereto attached and made a part hereof for the construction of:

2020 Project No. 6 – STREET LIGHTING CONVERSION

NOW, THEREFORE, If the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED FURTHER, That the said Surety, for value received hereby, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, That no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, This instrument is executed this 14th day of May, 2020.

Pro Electric, Inc. _____ (SEAL)

Principal

By: _____

President

Title

21500 6 Mile Road, Franksville, Wisconsin 53126

Address

Surety Witnesses:

The Hanover Insurance Company

Surety

333 West Pierce Road
Itasca, Illinois 60143

Surety - Contract Mailing Address

By: _____

Attorney in Fact or Agent

Todd Looker



(C)9.15

NOTE: The affidavit on the following page must be properly executed before this bond will be approved. Date of bond must not be prior to date of contract. If Contractor is Partnership, all partners shall execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list and be authorized to transact business in the state where the project is located.

AFFIDAVIT
(With Performance Bond)

STATE OF WISCONSIN)
Waukesha) SS.
~~WISCONSIN~~ COUNTY)

Todd Looker _____, being

first duly sworn, on oath deposes and says that he/she is _____

Attorney-In-Fact

(attorney in fact)

(or agent)

of _____ The Hanover Insurance Company
(Bonding Company)

and is duly authorized to sign for and on behalf of said company,

surety on the attached contract, executed by _____

Pro Electric, Inc.

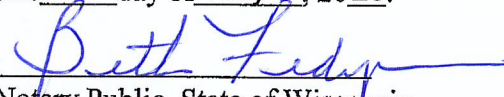
(Contractor)

Affiant further deposes and says that no City official or employee of the City of West Allis has any interest, directly or indirectly, or is receiving any premium, commission, fee or other thing of value, on account of the sale or furnishing of this bond, undertaking or contract of indemnity, guaranty or suretyship, in connection with the above mentioned contract.

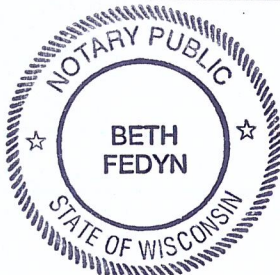


(Signature)

Subscribed and sworn to before me
this 14th day of May, 2020.



Notary Public, State of Wisconsin
My Commission: 07-04-22



PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That:

Pro Electric, Inc.

(Name of Contractor)

21500 6 Mile Road, Franksville, Wisconsin 53126

(Address of Contractor)

a Corporation

(Corporation, Partnership or Individual)

hereinafter called Principal, and The Hanover Insurance Company

(Name of Surety)

333 West Pierce Road, Itasca, Illinois 60143

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

The City of West Allis, Wisconsin

(Name of Owner)

(Address of Owner)

hereinafter called Owner, in the penal sum of Seven Hundred Eighty-Three Thousand Three
Hundred Twenty-Three and 28/100s ----- dollars (\$ 783,323.28)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner dated the 14th day of May, 20 20, a copy of which is hereto attached and made a part hereof for the construction of:

2020 Project No. 6 - Street Lighting Conversion in West Allis, Wisconsin

NOW, THEREFORE, If the Principal shall promptly make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said for, and for all labor performed in such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED FURTHER That the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED Further That no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, This instrument is executed this the 14th day of May, 20 20.

Pro Electric, Inc. (SEAL)

By: *[Signature]*
Principal

President

Title

21500 6 Mile Road
Franksville, Wisconsin 53126

Address

Surety Witnesses:

[Signature]
[Signature]

The Hanover Insurance Company

Surety
333 West Pierce Road
Itasca, Illinois 60143

Surety - Contract Mailing Address

By: *[Signature]*
Attorney in Fact or Agent
Todd Looker

(C)9.19



NOTE: The affidavit on the following page must be properly executed before this bond will be approved. Date of bond must not be prior to date of contract. If Contractor is Partnership, all partners shall execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list and be authorized to transact business in the state where the project is located.

AFFIDAVIT
(With Payment Bond)

STATE OF WISCONSIN)
Waukesha) SS.
~~MILWAUKEE~~ COUNTY)

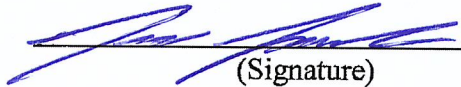
Todd Looker _____, being first duly sworn,

on oath deposes and says that he/she is Attorney-In-Fact
(attorney in fact)

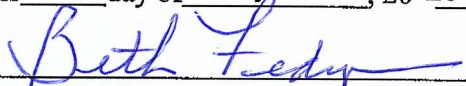
_____ of The Hanover Insurance Company
(or agent) (Bonding Company)

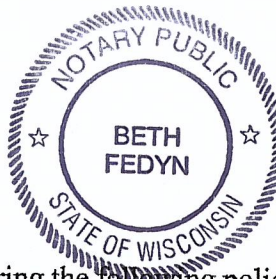
and is duly authorized to sign for and on behalf of said company, surety on the attached
contract, executed by Pro Electric, Inc.
(Contractor)

Affiant further deposes and says that no City official or employee of the City of West Allis has any interest, directly or indirectly, or is receiving any premium, commission, fee or other thing of value, on account of the sale or furnishing of this bond, undertaking or contract of indemnity, guaranty or suretyship, in connection with the above mentioned contract.


(Signature)

Subscribed and sworn to before me
this 14th day of May, 20 20.


Notary Public, State of Wisconsin
My Commission: 07-04-22



Attach hereto the Certificate of Insurance covering the following policies:

1. Compensation insurance.
2. Public liability, property damage and contractual liability insurance.
3. Insurance against special hazards.

Rev. 8/5/13

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

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.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Todd Looker, Robert E. Flath, Anthony S. Von Rueden, Joseph L. Vigna, Dennis M. Barton, Beth Fedyn and/or Laura Schindler

Of Robertson-Ryan and Associates of Waukesha, WI each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Forty Million and No/100 (\$40,000,000) in any single instance

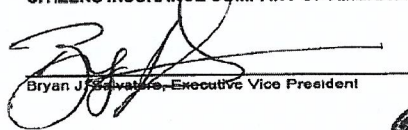
That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

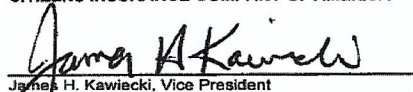
IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 16th day of March, 2020.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA


Bryan J. Schwab, Executive Vice President



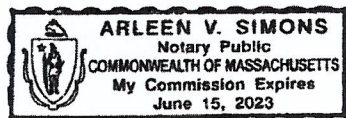
THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

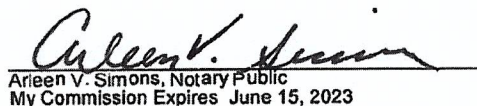

James H. Kawiecki, Vice President



THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 16th day of March, 2020 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.




Arleen V. Simons, Notary Public
My Commission Expires June 15, 2023

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 14th day of May, 2020

CERTIFIED COPY

