

## AGREEMENT FOR ELECTRICAL SERVICES

This Agreement made this 12<sup>th</sup> day of September, 2018, between the Village of Homer Glen, an Illinois Municipal Corporation, ("Village"), and Connelly Electric ("Connelly").

WHEREAS, the Village has sought proposals from prospective service providers to provide Electrical Switchboard Configuration and Installation; and

WHEREAS, the Village has determined that Connelly is the lowest responsible bidder to provide said services; and

WHEREAS, the Village and Connelly desire to enter into this Agreement in order to set forth their respective rights and responsibilities.

NOW, THEREFORE, in consideration of the covenants herein contained, it is agreed by and between the parties as follows:

1. **Services Provided.** Connelly shall provide and perform for the Village the services described in the Service Schedule, attached hereto as **Exhibit A**. The services shall be performed at the property commonly known as 14215 Heritage Circle, Homer Glen, Illinois in a workmanlike manner that shall comply with all Federal and State of Illinois laws, county and municipal codes, ordinances, rules and regulations that in any manner affects the services to be provided.

2. **Term.** Connelly shall complete its services on or before November 23, 2018.

3. **Payment.** The Village shall pay Connelly the sum of \$42,000 upon satisfactory completion of the services rendered.

4. **Indemnification.** Connelly shall indemnify and hold harmless the Village, its officers, employees, agents and volunteers from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys' and paralegals' fees and court costs), arising out of or resulting from the performance of the services to be provided; provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom; and (ii) is caused in whole or in part by any wrongful or negligent act or omission of Connelly or anyone directly or indirectly employed by Connelly or anyone for whose acts it may be liable, except to the extent it is caused in whole or in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. Connelly shall also protect, indemnify and hold and save harmless the Village, its officers, employees, agents and volunteers against and from any and all claims, costs, causes, actions, and expenses, including but not limited to legal fees incurred by reason of Connelly's breach of any of its obligations under, or default of, any provision of this Agreement.

5. Insurance. Connelly shall provide the insurance coverage set forth below, and deliver to Village certificates of insurance upon request:

A. Commercial General and Umbrella Liability Insurance (CGL):

(i) \$1 million per occurrence

(ii) \$2 million aggregate

B. Professional Liability Insurance

(i) \$1 million per occurrence

(ii) \$1 million annual aggregate

C. Auto Liability

(i) \$1 million per occurrence Combined Single Limit or

(ii) \$1 million bodily injury per occurrence

(ii) \$500,000 property damage

All Certificates of Insurance shall include the Village of Homer Glen as additional named insured, as well as the Village's officers, agents, employees and volunteers.

6. Relationship of the Parties. Connelly is and shall remain an independent Contractor. Nothing contained in this Agreement shall be construed to create an agency, employment relationship, or partnership between the parties. Connelly shall not, at any time, directly or indirectly, act as an agent, servant, or employee of the Village, nor shall it make any commitments or incur any liabilities on behalf of the Village without its express written consent. Connelly shall be responsible for: (a) the supervision, control, compensation, and health and safety of its own personnel; (b) the payment of all federal, state, and local taxes and all appropriate deductions or withholdings; (c) the payment or provision of any unemployment insurance benefits, state disability benefits, vacation, overtime or holiday pay, health, medical, dental or group insurance or any pension or profit sharing; and (d) obtaining any applicable business or other commercial licenses.

7. No Assignment. Neither this Agreement, nor any of the rights and obligations arising under this Agreement, may be assigned by either party without the written consent of the other party.

8. Termination. This Agreement shall continue in full force and effect until Connelly completes the services to be provided.

9. Subcontracting. Connelly shall not be permitted to subcontract these services to another service provider. All services shall be performed by Connelly.

10. Entire Agreement. Both parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and further agree that this entire agreement

between the parties hereto which supercedes all prior agreements, written or oral, relating to the subject matter hereof. No modification or waiver of any provision shall be binding unless in writing signed by the party against whom such modifications or waiver is sought to be enforced.

11. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws provisions. Any legal action or proceeding relating to this Agreement shall be instituted in the Circuit Court of Will County, Illinois. The Village and Connelly agree to submit to the jurisdiction of, and agree that venue is proper in, said court in any such legal action or proceeding.

12. Notice. Any notice required by this Agreement shall be sent by certified mail, return receipt requested, with sufficient postage attached thereto, and shall be deemed given on the date of receipt and shall be sent as follows:

Notice to the Village shall be addressed as follows:

Village of Homer Glen  
Attention: John Robinson  
14240 W. 151<sup>st</sup> Street  
Homer Glen, IL 60491

Notice to Connelly shall be addressed as follows:

Connelly Electric  
40 S. Addison Rd  
Addison, Illinois 60101

13. Severability: In the event that any Court of competent jurisdiction finds or declares any word, phrase, clause, sentence, paragraph, provision or section of this Agreement to be void or unconstitutional, the remaining provisions of this Agreement shall continue in full force and effect.

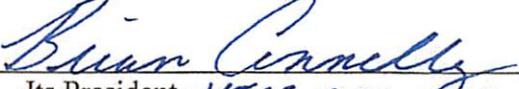
*{signature page follows}*

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed as of the date first above written.

VILLAGE OF HOMER GLEN,  
an Illinois municipal corporation

By:  \_\_\_\_\_  
Its authorized agent

CONNELLY ELECTRIC

By:  \_\_\_\_\_  
~~Its President~~ VICE PRESIDENT

**EXHIBIT A**  
**Service Schedule**

The configuration and installation of an Electrical Switchboard at 14215 Heritage Circle, Homer Glen, Illinois that is specified below:

UL 891/National Electrical Code/NEMA PB-2  
System Voltage – 208Y/120V 3Ph 4W 60Hz  
System Ampacity – 1600A  
Source Description – Single Main  
Bussing – Silver Plated Copper  
Neutral Buss – 100%  
Max Available Fault Current (RMS) – 65kA  
Enclosure – Type 1  
Accessibility – Front Only  
Ground Lug provided for each device  
Copper Ground Bus

Connelly shall provide labor, material, equipment, related services, and supervision required, including, but not limited to, configuration and installation for low voltage switchboards (also identified as SWBDs) as required for the complete performance of the work, as specified herein. The switchboard will be populated with the following breakers:

Quantity 1 (one) 1600 amp 3 pole Main Breaker  
Quantity 2 (two) 100 amp 2 pole  
Quantity 2 (two) 200 amp 3pole  
Quantity 4 (four) 200 amp 2 pole  
Quantity 1 (one) 400 amp 3 pole

Install outdoor utility metering cabinet complying with utility company (Comed) requirements. Front covers and doors shall be screw removable with a single tool. All doors shall be hinged with removable hinge pins.

Switchboard will be connected by the contractor to the Comed transformer on the west side of the building. The transformer is installed and is currently live.