

**THE CITY OF BLUE ISLAND  
COOK COUNTY, ILLINOIS**

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**RESOLUTION  
NUMBER 2021- 045**

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**A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK  
COUNTY, ILLINOIS, TO RATIFY  
AN AGREEMENT BETWEEN THE CITY  
AND H&H ELECTRIC RELATING TO THE 2021 LED  
UPGRADING PROJECT**

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**FRED BILOTTO, Mayor  
RAEANN CANTELO-ZYLMAN, City Clerk  
JAIRO FRAUSTO, City Treasurer**

**DEXTER JOHNSON  
LUIZ MONTOYA  
NANCY RITA  
BILL FAHRENWALD  
GABRIEL McGEE  
CANDACE CARR  
JOSH ROLL**

**Alderman**

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**RESOLUTION NUMBER 2021- 045**

**A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, TO  
RATIFY AN AGREEMENT BETWEEN THE CITY AND H&H ELECTRIC  
RELATING TO THE 2021 LED UPGRADING PROJECT**

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**WHEREAS**, the City of Blue Island, Cook County, Illinois (the “*City*”) is a duly organized and existing City created under the provisions of the laws of the State of Illinois and operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefits of the residents of the City; and

**WHEREAS**, the City entered into a contract with H&H Electric to install LED street lighting throughout the City through ComEd’s Energy Efficiency Program- Streetlights in Distressed Communities, a copy of which is attached hereto and made a part hereof as Exhibit A (the “*Agreement*”); and

**WHEREAS**, the Mayor and Aldermen of the City have determined that it was necessary, proper, and in the best interest of the City to have entered into the Agreement; and

**WHEREAS**, the Mayor and Aldermen of the City have determined that it is proper and in the best interest of the City to ratify the agreement attached hereto as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and the Aldermen of the City of Blue Island, Cook County, Illinois as follows:

**Section 1.** That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

**Section 2.** That the Mayor and Aldermen find and determine that the adoption of this Resolution is in the best interests of the City as well as in the best interests of the public.

**Section 3.** The Agreement, which is attached hereto and made a part hereof as Exhibit A, is hereby approved and ratified by the Mayor and Aldermen of the City.

**Section 4.** The officials and officers of the City are hereby authorized to undertake actions on the part of the City as contained in the Proposal to complete satisfaction of the provisions, terms or conditions stated therein.

**Section 5.** If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

**Section 6.** All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

**Section 7.** This Resolution shall be in full force and effect immediately upon its passage, approval, and publication as required by law.

*(Left intentionally blank)*

**ADOPTED** this **14th** day of **September, 2021**, pursuant to roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman JOHNSON	X				
Alderman MONTOYA	X				
Alderman RITA			X		
Alderman FAHRENWALD			X		
Alderman MCGEE	X				
Alderman CARR	X				
Alderman ROLL	X				
Mayor BILOTTO					
	5		2		

**APPROVED** by the Mayor on **September 14, 2021**.

**FRED BILOTTO**  
**MAYOR OF THE CITY OF BLUE ISLAND,**  
**COUNTY OF COOK AND STATE OF ILLINOIS**

**ATTESTED** and Filed in my office this  
**14th** day of **September, 2021**.

**RAEANN CANTELO-ZYLMAN, CITY CLERK**

Exhibit A

*Agreement*

**PROJECT**

**2021 LED UPGRADING PROJECT**

**Funded by: ComEd Energy Efficiency Program Streetlights in Distressed Communities**

**OWNER**

**Name: City of Blue Island**  
**Address: 13051 Greenwood Ave,**  
**Blue Island, Illinois 60406**  
**Telephone Number: (708) 385-1313**

**CONTRACTOR**

**Name: H&H Electric**  
**Address: 2830 Commerce Street**  
**Franklin Park, IL. 60131**  
**Telephone Number: (847) 695-7000**

**ENGINEER**

**Name: Christopher Burke Engineering**  
**Address: 9575 W. Higgins Road, Suite 600**  
**Rosemont, IL 60018**  
**Telephone Number: (847) 823.0500**

**CONTRACTOR AND OWNER AGREEMENT**

THIS AGREEMENT (hereinafter, "AGREEMENT") made the 2nd day of September, 2021, by and between Contractor and Owner.

1) **SCOPE OF WORK.** The Contractor has covenanted, contracted and agreed and does covenant, contract and agree with the Owner as provided herein to do and complete all of the work covered by this AGREEMENT and to furnish all materials, labor, and the use of all tools, appliances, equipment and appurtenances necessary therefore (free from all claims, liens, and charges whatsoever against any structure involved in the contract or against any money due or to become due to the Contractor) in the manner and under the conditions hereinafter specified, that are necessary to do and complete the General Contract Work for the PROJECT in accordance with the terms of this Agreement and the documents listed below, which are hereby incorporated by reference to this AGREEMENT and made a part hereof, and are hereinafter collectively referred

to as the "Contract Documents":

- A. Accepted Incentives Application Form and Application Form Terms and Conditions, attached hereto and made a part hereof as Exhibit A;
- B. Project Funds Reserve Letter from ComEd Energy Efficiency Program, attached hereto and made a part hereof as Exhibit B;
- C. 2021 LED Upgrading Program Scope of Work, attached hereto and made a part hereof as Exhibit C;
- D. GE Evolve LED Roadway Lighting Spec Sheet, attached hereto and made a part hereof as Exhibit D; and
- E. ComEd Energy Efficiency Program, LED Streetlight Requirements, attached hereto and made a part hereof as Exhibit E.
- F. Contractor's unit price schedule, attached hereto and made a part hereof as Schedule 1.

Contractor agrees to furnish all labor, tools, and equipment necessary to do the work as listed above.

2) **PROJECT ENGINEER:** The contractor is hereby advised that although the above-designated Standard Specifications shall govern the construction of this improvement, the Illinois Department of Transportation will not have jurisdiction over the construction. Jurisdiction for this improvement will be vested in the Owner and their duly authorized representative, Christopher Burke Engineering, 9575 W. Higgins Road, Suite 600, Rosemont, IL 60018, (847) 823-0500. The Engineer shall have the authority to review and periodically observe the Contractor's performance for compliance with the Plans and Specifications, make all interpretations in the Plans and Specifications, condemn or reject work that is found not to be in compliance, determine the amounts to be paid to the Contractor, and make minor changes in the work that he deems necessary and to be in the best interest of the Owner.

The Engineer is not responsible for advising the Contractor on various construction methods, means, techniques, sequences, procedures, or any safety precautions, and has no authority in giving the Contractor any instructions in this regard. The Engineer is not a project supervisor. All supervisory responsibilities are that of the Contractor.

The Engineer makes no warranties, either expressed or implied, in connection with the Contractor's or Subcontractor's work performed on this project, and shall not be responsible for the Contractor's or Subcontractor's means, methods, techniques, sequences or procedures, timely performance, safety programs and/or precautions incident thereto, or construction, since they are solely the Contractor's rights and responsibilities under these Contract documents.

Additionally, the Engineer has no authority to stop work on behalf of the Owner. Nor shall the Engineer be responsible for the acts or omissions of the Owner in connection with this project, or the failure of the Owner, any Architect, Engineer, Consultant, Contractor or Subcontractor to carry



out their respective responsibilities in accordance with these Contract documents.

Notwithstanding the foregoing, the Engineer shall provide the Electronic GIS locations and shall notify Contractor as to which fixtures are powered by metered versus non-metered electrical services.

3) **TIME OF COMPLETION.** The work to be performed under this Contract shall be completed within five (5) weeks of receiving all materials required to perform the work under this Agreement. Owner acknowledges that Contractor will order all materials within (5) five business days of execution of this Agreement by both parties and that, as of the date hereof, lead times for materials are currently four to five weeks. Provided this Agreement is timely executed and materials are delivered within four to five weeks thereafter, Contractor anticipates completion of the work under this Agreement by November 5, 2021.

4) **THE CONTRACT SUM.** Through ComEd's acceptance of the Owner's application, ComEd is offering the City incentives for the installation of LED street lighting. The total cost to the contractor for all LED lighting improvements in the City, made by November 19, 2021, will be directly reimbursed by ComEd at 100% through funds allocated through ComEd's Energy Efficiency Program – Streetlights in Distressed Communities. On and before November 19, 2021, the Owner and Engineer shall approve all payment request applications prior to the Contractor's submittal to ComEd for payment. Any amounts of money owed by the Contractor to suppliers for tools, materials, equipment, or labor used or expended in connection with the work may be withheld from payments due the Contractor until the Contractor supplies adequate proof of payment, including duly notarized final Waivers of Lien. All sworn statements and Lien Waivers shall include language insuring the Owner that the Contractor and Subcontractors have paid all wages due employees performing work in connection with the project in accordance with the "Prevailing Wage Act", and that all materials were taken from fully-paid stock and delivered to the project in their own vehicles, or shall provide supporting Lien Waivers from material suppliers and transporters if such is not the case.

On November 5, 2021, the Owner and Contractor will meet to determine the installation work remaining, the installation work likely to be completed by November 19, 2021, and whether or not additional installation work will be required to complete the project after November 19, 2021. If additional installation is necessary to complete the project as stated in the specifications, after November 19, 2021, a new schedule for the remaining installation work may be required by the Owner and will be negotiated with the Contractor as an addendum to this Agreement. Further, any work performed after November 19, 2021 must be authorized and approved by the Owner. The total cost to the Contractor, subject to additions and deductions provided therein and authorized in writing by the Owner per the Specifications, made after November 19, 2021, will be paid by the Owner to the Contractor within thirty (30) days of receipt of the invoice for the same. Any amounts of money owed by the Contractor to suppliers for tools, materials, equipment, or labor used or expended in connection with the work may be withheld from payments due the Contractor until the Contractor supplies adequate proof of payment, including duly notarized final Waivers of Lien. All sworn statements and Lien Waivers shall include language insuring the Owner that the Contractor and Subcontractors have paid all wages due employees performing work in connection with the project in accordance with the "Prevailing Wage Act", and that all materials



were taken from fully-paid stock and delivered to the project in their own vehicles, or shall provide supporting Lien Waivers from material suppliers and transporters if such is not the case.

The Owner shall have the right, at its own expense, to examine the records of the Contractor for the purpose of determining the cost of authorized added or deducted work done on a time and material or unit cost basis.

Attached hereto as Schedule 1 is the Contractor's unit pricing schedule for the work hereunder, Owner agrees to purchase any remaining balance of fixtures not used but ordered under this Agreement.

5) **PAYMENT.** The Owner shall make payment on work provided by the Contractor after November 19, 2021 as provided herein as follows:

The Contractor's invoice will be processed for payment. No final payment will be made to the Contractor until all the requirements of the specifications or Agreement have been completed.

Before the issuance of final certificate, the Contractor shall submit evidence satisfactory to the Engineer that all payrolls, material bills, and other indebtedness connected with the work have been paid.

The Contractor shall be solely responsible for the payment of all taxes and social security or other contributions that may be due as a result of payments made pursuant to this Agreement. Contractor acknowledges that it is aware that neither it nor its employees will be treated as employees of the City for federal or state tax purposes or for employee benefits purposes with respect to the Services rendered under this Agreement.

6) **GUARANTEE OF WORK:** Any defective material, or workmanship, or any unfaithful or imperfect work, which may be discovered before the final acceptance of the work and/or within one (1) year thereafter, shall be corrected immediately on the requirements of the Engineer, without extra charge, notwithstanding that it may have been overlooked in the previous inspections and estimates. Failure to review construction shall not relieve the Contractor from any obligation to perform sound and reliable work as herein described. To ensure compliance with this provision, the Contract Bond shall remain in effect for a period of one (1) year from the date of final acceptance, which shall be defined as the date of the final payment estimate. The Contractor warrants to the Owner and Engineer that all materials and equipment furnished under the Contract will be new and, in the case of equipment, in good working order, that all materials, equipment and labor furnished under the Contract will be free from defects of any kind and shall be in strict conformance with the Contract requirements. This warranty shall not be restricted by the limitations of any manufacturer's warranty or the one (1) year follow up warranty noted above, and shall be enforceable within the Statute of Limitation period as prescribed by law. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Liability or refusal of a Subcontractor or equipment supplier responsible for the defective work or materials, to correct or replace same, shall not exonerate the Contractor from performing under this warranty.

7) **INCIDENTAL CONSTRUCTION.** Whenever the performance of work is indicated on

the Plans or required in the Specifications and no provision is included in the Contract for payment, the work shall be considered incidental to the Contract and no additional compensation will be allowed. If such work is included on the Plans and not the Specifications, or vice versa, it shall be considered to be required in both and included in the work required under the Contract.

8) **COMPLETION AND FINAL PUNCHLIST.** After all work on this project is complete, the Engineer will prepare a final "Punchlist" of items that have not been completed to the satisfaction of the Owner or the Engineer, which require correction prior to final acceptance by the Owner. Upon issuance of the final "Punchlist", the Contractor will have fifteen (15) calendar days to complete all work outstanding. The Engineer will reinspect the project to determine if all work has been completed. If all work is not complete within the initial fifteen (15) day period, the Contractor will be considered in default, and the Engineer will recommend to the Owner that whatever means appropriate should be taken in placing the Contractor in default

9) **TAXES.** If the Owner is a Municipal Corporation or Illinois unit of local government, such as a Village, City, Town, Park District, Sanitary District, Water Commission, or Township, etc., the Owner shall afford the Contractor the benefit of using their Tax-Exempt status in the purchase of all materials and equipment that are incorporated into this project. Otherwise, the Contractor shall, without additional expense to the Owner, pay all applicable Federal, State, and local taxes, except taxes and assessments on the real property comprising the site of the project.

10) **PUBLIC NOTIFICATION.** When directed by the Owner to notify the public that certain activities included in this project may adversely affect or remove access to their property, buildings, or surroundings, the Contractor will be required to distribute "NOTICES" door to door. This may be necessary when driveway access is altered or removed, water service is to be interrupted, or when any other situation arises that requires the public to be notified. The Contractor shall furnish all necessary personnel to properly distribute said "NOTICES" as directed by the Owner or the Engineer in a time frame to be established by the Owner. All "NOTICES" shall be drafted by the Owner and/or Engineer and furnished to the Contractor for distribution. No "NOTICES" will be distributed that are not endorsed by the Owner or that are not on the Owner's letterhead. No additional compensation will be allowed for this effort.

11) **ASSIGNMENT.** This Agreement may not be assigned by either party in the absence of the other party's prior written approval unless such assignment is to an affiliate or subsidiary of the assigning party, or by reason of its succession or merger, in which case consent shall not be required.

12) **PARTIES IN INTEREST.** This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement is intended to confer upon any person, other than the City and Contractor, and their respective successors and permitted assigns, any rights under this Agreement.

13) **GOVERNING LAW; VENUE.** This Agreement shall be governed by and interpreted under the laws of the State of Illinois, without giving effect to choice of law considerations. The City and Contractor agree that as to any controversy or claim arising out of or relating to this Agreement, such matter shall be heard in the state or federal courts located in Cook County, Illinois.

14) **SEVERABILITY.** If any provision of this Agreement is adjudicated to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions or applications of this Agreement.

15) **COMPLIANCES AND CERTIFICATIONS.** Contractor agrees to comply with all Federal and State Statutes and Rules relating to Fair Employment Practices and other requirements for public projects, including but not limited to the Illinois Fair Employment Practices Commission and Equal Employment Opportunity Clause. Contractor and Owner both understand that this project is subject to laws including the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq., and the Davis-Bacon Act, 40 U.S.C.A. § 276a (West 1982), regulating wages of laborers, mechanics and other workmen employed in any public works by the State, County, City or any public body, or any political subdivision, or by anyone under contract for public works, and shall execute the Certifications attached hereto and made a part hereof as Group Exhibit 1 and 2. The Contractor shall pay the prevailing rate of wages for construction work in Cook County as of the date of award of the Contract. Contractor certifies that it is not barred from contracting with any unit of State or Local Government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of Ch. 38, Ill. Rev. Stat., 1989. In addition, the Contractor agrees to comply with all Federal and State Statutes, rules and requirements for public projects including but not limited to the following:

- A. certifies that it is not barred from bidding or contracting with the City as a result of a violation of either Paragraph 33E-3 or 33E-4 of Act 5, Chapter 720 of the Illinois Compiled Statutes regarding criminal interference with public contracting, and
- B. swears under oath that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by Chapter 65, Act 5, paragraph 11-42.1 of the Illinois Compiled Statutes, and
- C. states that it has a written sexual harassment policy as required by the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)) a copy of which shall be provided to the City upon request, and
- D. agrees to comply with the civil rights standards set forth in Title VII of the Civil Rights Act as mandated in Executive Order No. 11246, U.S.C.A Section 2000e n. 114 (September 24, 1965), and
- E. agrees to comply with the Employment Of Illinois Workers On Public Works Act (30 ILCS 570/0.01 et seq.) and employ Illinois Laborers if at the time this contract is executed or if during the term of the contract there is excessive unemployment in Illinois as defined in the Act.
- F. agrees to comply with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.) and prior to commencing work on a "public works" project (as defined in the Prevailing Wage Act) file with the City its program to comply with the Act or file that portion of its collective bargaining contract that deals with the matters covered by the Act.

16) **FURTHER ASSURANCES.** The parties shall cooperate reasonably with each other and

with their respective representatives in connection with any steps required to be taken as part of their respective obligations under this Agreement, and shall: (i) furnish upon request to each other requested and material information, (ii) execute and deliver to each other such other documents, and (iii) do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement.

17) **LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF USE OR LOSS OF PROFITS) ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT, INCLUDING ITS PERFORMANCE OR ANY BREACH, DELAY, OR DEFAULT. THIS LIMITATION SHALL APPLY WHETHER A CLAIM ARISES IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.

18) **CONTRACTOR INDEMNIFICATION.** The Contractor shall indemnify the City from any and all liability, expenses, and costs (including reasonable attorney's fees) resulting, directly or indirectly, from: (i) Contractor or its agents, officers, members, employees or managers ("Contractor's Agents") performance of the services and/or work identified herein; (ii) the negligent, tortious, willful or unlawful act, error or omission of Contractor or Contractor's Agents; and (iii) any non-compliance or breach of the terms of this Agreement by Contractor. The rights and obligations under this Section shall survive the termination or expiration of this Agreement with respect to any and all facts, events or circumstances occurring or arising prior to such expiration or termination. To the extent permissible by law, the Contractor waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any indemnification claim, including any claim by any employee or representative of Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 et seq., or any other related law or judicial decision.

19) **PREVAILING WAGE.** The Contractor and each subcontractor shall pay its laborers, workers and mechanics constructing public works under this contract not less than the prevailing wages as determined by the Illinois Department of Labor pursuant to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.). It shall be the responsibility of the Contractor to monitor the prevailing wage rates for any increase in rates during the contract and adjust wage rates accordingly. The current prevailing wage rates are available on the Illinois Department of Labor website at [www.state.il.us/agency/idol](http://www.state.il.us/agency/idol) or by contacting the City of Blue Island.

The Contractor and its subcontractors shall comply with Section 5 of the Act that requires the Contractor and its subcontractors to submit to the City monthly certified payroll records along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor or subcontractor is aware that filing records it knows to be false is a Class B misdemeanor, attached hereto and made a part hereof as Group Exhibit 1 and 2. Each month's certified payroll(s) must be filed with the City before the end of the next month or prior to payment by the City for work that includes that payroll.

20) **INSURANCE:**

The following sections are hereby included as terms of the Agreement as if fully set forth therein:

1. The Contractor must provide and maintain at Contractor's expense until Agreement completion and during the time period following completion if Contractor is required to return and perform any additional work, the insurance coverage and requirements specified below, insuring all operations of the Contract.

a. Worker's Compensation in accordance with the laws of the State of Illinois, with statutory limits covering all employees, and Employer's Liability Insurance with limits of not less than \$1,000,000.00 for each accident or illness.

b. Commercial General Liability Insurance on an occurrence basis or equivalent with limits of liability not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for bodily injury, property damage and personal injury. Coverage shall include Premises and Operations, Products/Completed Operations, Broad Form Property Damage, Independent Contractors and Contractual Liability and Explosion/Collapse/Underground Hazards (if applicable). The City must be endorsed as an additional insured on a primary, non-contributory basis. Subcontractors of the Contractor performing work on the Project shall carry Commercial General Liability Insurance with limits of liability of not less than \$500,000 per occurrence.

c. Commercial Automobile Liability Insurance covering all owned, non-owned and hired motor vehicles, including the loading and unloading thereof with limits not less than \$500,000.00 per occurrence for bodily injury and property damage. The City must be endorsed as an additional insured on a primary, non-contributory basis.

d. All-Risk Property Insurance coverage for the Contractor's personal business property. Contractor shall also be liable for any damage to City property at replacement cost that results from this Agreement.

e. Contractor shall provide the City original Certificates of Insurance, required herein, to be in force on the date of this Agreement. Such policies shall also provide the City be given 30 days' prior written notice of any reduction, cancellation or non-renewal of coverage affecting the coverage required under this Agreement and shall provide the insurance coverage afforded to the City shall be primary to any insurance carried independently by the City with respect to the responsibilities of the Contractor and/or Subcontractors. Any deductibles or self-insured retention on referenced coverage must be borne by Contractor. Insurance is to be issued by a company or companies authorized to do business in the State of Illinois with a Best's rating of no less than A:VII covering all operations under this Agreement.

f. Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the City, its employees, elected officials, agents or

representatives. Any insurance or self-insurance program maintained by the City do not contribute with insurance provided by the Contractor under the Agreement. The required insurance to be carried is not limited by any limitations expressed in the indemnification language below or any limitation placed on the indemnity in this Agreement as a matter of law.

g. Where applicable, the Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverage for subcontractors. All subcontractors are subject to the same requirements of Contractor unless otherwise specified in this Contract.

2. The Contractor shall defend, indemnify, keep and hold harmless the City, its elected officials, officers, representatives, employees, volunteers and agents (the "City Indemnified Parties"), from and against any and all third party claims, demands, losses, costs, damages, liabilities, suits, actions, causes of action and expenses the City Indemnified Parties may suffer, incur or sustain or for which the City Indemnified Parties may become liable resulting from, arising out of, or relating to any claims, including injury, death or property damage, arising from any negligent or wrongful act, error or omission of the Contractor, its subcontractors, or anyone directly or indirectly employed by Contractor. In relation to this indemnity and to the extent permitted by law, the Contractor waives any limitations it may have on its liability under the Illinois Workers Compensation Act (820 ILCS 305/1 et seq.) or any other statute or judicial decision (such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill.2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

a. The Contractor obligation to indemnify hereunder shall survive the termination or expiration of this Agreement or any other agreement for matters occurring or arising during the term of the Agreement. Contractor acknowledges that the indemnity obligations herein are apart from and not limited by Contractor's duties under this Agreement, including the insurance requirements set forth herein.

21) **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

22) **ENTIRE UNDERSTANDING.** This Agreement sets forth the entire understanding between City and Contractor with respect to the subject matter hereof, and supersedes all earlier and contemporaneous oral and written communications and agreements with respect to the same subject matter. This Agreement shall not be modified or amended except in a written document signed by the duly authorized representative of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT, in triplicate, the day and year first written above.

OWNER: City of Blue Island  
13051 Greenwood  
Blue Island, Illinois 60406

By: [Signature]

Title: City Administrator

Attested by: [Signature]

Title: Administrative Assistant

CONTRACTOR: H&H Electric  
2830 Commerce Street  
Franklin Park, IL. 60131

(SEAL)

By: [Signature]

Title: PRESIDENT

Attested by: [Signature]

Title: Notary