ORDINANCE NO. 2024-4372

ORDINANCE
AUTHORIZING AND APPROVING AWARD OF A CONTRACT TO
J & D INGENUITIES, LLC d/b/a FULTON SIREN SERVICES FOR THE PURCHASE
OF TWO (2) NEW WARNING SIRENS AND UPGRADES FOR FIVE (5)
EXISTING SIRENS FOR USE BY THE BARRINGTON FIRE DEPARTMENT

WHEREAS, the Village of Barrington (herein sometimes referred to as the Village"), Cook and Lake Counties in Illinois, has determined that it necessary and advisable to replace two (2) existing outdoor warning sirens and upgrade five (5) existing sirens for use by the Barrington Fire Department (the "Project"), and therefore, the Village requested proposals from J & D Ingenuities, LLC d/b/a Fulton Siren Services for the purchase of two (2) new outdoor warning sirens as well as upgrades for five (5) existing sirens; and

WHEREAS, in response to the Village's request, the Village received from J & D Ingenuities, LLC d/b/a Fulton Siren Services, 16220 Poplar Road, Marengo, IL 60152 (the "Contractor") proposals for the following work and services, and specifically:

(1) The removal and proper disposition and/or recycling of existing siren equipment and the delivery to the Village of all materials and equipment and the provision of all labor and equipment for the installation of two (2) new American Signal T-128 rotational mechanical outdoor warning sirens to be installed on two (2) existing wooden poles at those existing siren locations within the Village as determined by the Village of Barrington Fire Chief, and a related System 4000 siren radio control system pursuant to the Contractor's "AS T128 Siren Upgrades" proposal dated January 31, 2024 for a total not-to-exceed cost of $46,900.00;

(2) The delivery to the Village of all materials and equipment and the provision of all labor, materials and equipment for the installation of a System 4000 telemetry unit and sensor on five (5) existing sirens at a cost of $4,950.00 each pursuant to the Contractor's "System 4000 Siren Telemetry Control System" proposal dated January 31, 2024, for a total not-to-exceed cost of $24,750.00; and

(3) The daily monitoring and testing of the siren equipment for the payment of an annual monitoring fee of $360.00 per year, with no charge for monitoring and testing for the first year,

(collectively referred to herein as the "Project" or the "Services")

for a total not-to-exceed cost for the Project in the aggregate of $71,650.00, plus a $360.00 annual monitoring fee after the first year. Both the Contractor's "AS T128 Siren Upgrades" proposal dated January 31, 2024 and the "System 4000 Siren Telemetry Control System" proposal dated January 31, 2024 are hereinafter referred to collectively as the "Fulton Siren Services Proposals", copies of which are attached hereto as Group Exhibit A and thereby made a part hereof; and

WHEREAS, the Corporate Authorities of the Village have determined that it is in the best interest of the Village and its residents for the Village to accept both of the Fulton Siren Services Proposals dated January 31, 2024, and to award a contract to and execute a related Agreement with J & D Ingenuities, LLC d/b/a Fulton Siren Services for provision of the aforesaid warning sirens and related services:

NOW, THEREFORE BE IT ORDAINED, by the President and Board of Trustees of the Village of Barrington, Cook and Lake Counties, Illinois, in exercise of the authority of this Village as a Home Rule unit, as follows that:

SECTION 1: The Corporate Authorities of the Village hereby find that the facts set forth in this Ordinance are true and correct, and such recitals are incorporated herein by reference as the findings of the Corporate Authorities as if fully set forth herein.

SECTION 2: The Corporate Authorities of the Village do hereby approve and accept both of the Fulton Siren Services Proposals dated January 31, 2024 (the "Fulton Siren Services Proposals") and award a contract to and approve the execution of a related Agreement with J & D Ingenuities, LLC d/b/a Fulton Siren Services (the "Contractor") for:

(1) The removal and proper disposition and/or recycling of existing siren equipment and the delivery to the Village of all materials and equipment and the provision of all labor and equipment for the installation of two (2) new American Signal T-128 rotational mechanical outdoor warning sirens to be installed on two (2) existing wooden poles at those existing siren locations within the Village as determined by the Village of Barrington Fire Chief, and a related System 4000 siren radio control system pursuant to the Contractor's "AS T128 Siren Upgrades" proposal dated January 31, 2024 for a total not-to-exceed cost of $46,900.00;
(2) The delivery to the Village of all materials and equipment and the provision of all labor, materials and equipment for the installation of a System 4000 telemetry unit and sensor on five (5) existing sirens at a cost of $4,950.00 each pursuant to the Contractor's "System 4000 Siren Telemetry Control System" proposal dated January 31, 2024, for a total not-to-exceed cost of $24,750.00; and
(3) The daily monitoring and testing of the siren equipment for the payment of an annual monitoring fee of $360.00 per year, with no charge for monitoring and testing for the first year,

for a total not-to-exceed cost for the Project in the aggregate of $71,650.00, plus a $360.00 annual monitoring fee after the first year, all in accordance with all terms, conditions, and specifications set forth in the Contract Documents which are attached hereto as Group Exhibit A, and thereby made a part thereof.

SECTION 3: The Corporate Authorities of the Village hereby authorize the Village President to execute said Contract Documents, and the Village Clerk is authorized to attest said Contract Documents and deliver to J & D Ingenuities, LLC d/b/a Fulton Siren Services, 16220 Poplar Road, Marengo, IL 60152 a copy of the executed Contract Documents, substantially in the form attached hereto as Group Exhibit A, and to otherwise take all the necessary and appropriate actions, and to do all things necessary and essential, including but not limited to the execution and

delivery of any other documents, in order to implement the Contract with J & D Ingenuities, LLC d/b/a Fulton Siren Services as herein authorized, waiving any and all requirements for competitive bidding otherwise required by law and said Contract is hereby specifically authorized, ratified and approved by the Corporate Authorities of the Village pursuant to Section 1-6A-6 of the Barrington Village Code.

SECTION 4: This Ordinance shall take effect from and after its passage and approval as provided by law.

PASSED THIS 18 DAY OF March, 2024, BY ROLL CALL VOTE AS FOLLOWS:

AYES: Trustee Lohmeyer, Sheleen Wordrase, Moran Priess, President Darch

NAYS: ~~None~~ None

ABSENT: Trustee Duncan

RECUSE: None

APPROVED THIS 18 OF March, 2024

Karen Darch, Village President

ATTESTED AND FILED THIS
18TH DAY OF MARCH, 2024

Tony Ciganek, Village Clerk

Village of Barrington (SEAL) CORPORATE SEAL Cook & Lake Counties, IL

GROUP EXHIBIT A

CONTRACT DOCUMENTS

(1) The Contractor's "AS T128 Siren Upgrades" proposal dated January 31, 2024, for a total not-to-exceed cost of $46,900.00;
(2) The Contractor's "System 4000 Siren Telemetry Control System" proposal dated January 31, 2024, for a total not-to-exceed cost of $24,750.00; and
(3) Agreement with J & D Ingenuities, LLC d/b/a Fulton Siren Services.

FULTON
SIREN SERVICES
16220 Poplar Rd
Marengo, IL 60152
(630) 336-2652

February 20, 2024

John Christian
Fire Chief
Barrington Fire Department

Re: System 4000 Siren Telemetry Control System

Fire Chief Christian:

We are pleased to provide a proposal to the Barrington Fire Department for the supply and installation of System 4000 Telemetry Siren Controllers compatible with Northwest Central Dispatch's system. The System 4000 telemetry system uses encrypted time-stamped digital data radio transmissions for reliable and secure communications between the siren encoder and sirens. The system is monitored by Fulton Siren Services and tested every business day. Status reports are sent every Monday and the first Tuesday of the month to inform you of the siren status. Also, history of activations and sire status will be available at your request should you ever need to reference the information.

System 4000 telemetry units and sensors can be added to each siren for $4,950.00 each. The total budgetary cost for five sirens would be $24,750.00. The annual monitoring fee for Fulton Siren Services to monitor and test your siren system will be $360 and is included free for the first year.

Please Note: This quotation is based upon a standard installation. Unknown or unforeseen obstacles that complicate or change the scope of work will result in additional costs or require this quotation to be revised and/or voided based upon new information or circumstances beyond our control. There is no provision in this quotation for landscaping or restoration of any kind. Any costs for permits or inspections will be additional and charged to the customer.

Should you have any questions, or require further information, please contact me.

Best Regards;

John E. Vistine

John E. Vistine
Fulton Siren Services
Division of J&D Ingenuities LLC
Cell: 630-336-2652
jvistine@fultonsirenservices.com

FULTON
SIREN SERVICES
16220 Poplar Rd.
Marengo, Il 60152
(630) 336-2652

February 20, 2024

John Christian
Fire Chief
Barrington Fire Department

Re: AS T128 Siren Upgrades

Fire Chief Christian:

We are pleased to provide a proposal to the Barrington Fire Department for the supply and installation of two (2) American Signal T-128 rotational mechanical outdoor warning sirens. The sirens will provide a sound level output of 128 dBc @100' or approximately 70dBc @ 6000'. The sirens will have a 48VDC battery pack capable of running the siren for up to 30 minutes from a fully charged battery pack. The ASC T-128 sirens are compliant with FEMA CPG 1-17 guidelines and carry a manufacturers parts warranty of 1 year on electrical components and 5 years on the main motor.

The installation includes the siren equipment complete with all controls, batteries, battery chargers, mounting brackets, and hardware. The sirens will be installed on existing wooden poles, at existing siren locations in the Village. The siren radio control system will be the System 4000 telemetry controller programmed for use on NWCDS as described in prior quotation. Existing siren equipment will be removed and properly disposed/ and or recycled for parts.

The total cost for each ASC T128 AC/DC siren, which includes all labor, standard installation and material is **$23,450.00** for a total of **$46,900.00** for both sirens. The material costs for each siren **$19,950.00**, totaling **$39,900.00** for both sirens and will be invoiced upon acceptance to secure the pricing or material escalation clause listed below will be in effect.

Material Price Escalation Clause: This quotation is based upon current material pricing and will be valid for 45 days from issuance. Due to unprecedented inflation and supply chain issues, Contractor shall be entitled to additional compensation from Customer when the price for any materials to be used on the Project increases five percent (5%) or more between the time the Contract is signed and materials for the project are purchased. It is recommended to purchase materials at time of acceptance of proposal. Remaining labor costs will be invoiced after completion of project.

FULTON
SIREN SERVICES
16220 Poplar Rd.
Marengo, Il 60152
(630) 336-2652

February 20, 2024

John Christian
Fire Chief
Barrington Fire Department

Re: AS T128 Siren Upgrades

Please Note: This quotation is based upon a standard installation. Standard installation requires site be accessible, free from obstructions, ground conditions should be clear for digging a minimum of 8 feet deep to set utility pole. Unknown or unforeseen obstacles that complicate or change the scope of work will result in additional costs or require this quotation to be revised and/or voided based upon new information or circumstances beyond our control. There is no provision in this quotation for landscaping or restoration of any kind. This quotation does not include the costs of obtaining/upgrading AC power to the siren site. Any costs for permits or inspections will be additional and charged to the customer.

Should you have any questions, or require further information, please contact me.

Best Regards;

John E. Vistine

John E. Vistine
Fulton Siren Services
Division of J&D Ingenuities LLC
Cell: 630-336-2652
jvistine@fultonsirenservices.com

Proposal accepted by :

Karen M Darch
[AUTHORIZED SIGNATURE]

Karen Darch
[PRINTED NAME]

Village President
[TITLE]

3/18/24
[DATE]

AGREEMENT BETWEEN THE VILLAGE OF BARRINGTON AND FULTON SIREN SERVICES

THIS AGREEMENT (hereinafter, the "Agreement" or the "Contract") is made this _____ day of _____, 2024, by and between the VILLAGE OF BARRINGTON (hereinafter referred to as "Village") and J & D INGENUITIES, LLC, d/b/a FULTON SIREN SERVICES, 16220 Poplar Road, Marengo, IL 60152 (hereinafter referred to as "Contractor") for the provision of certain equipment and performance of certain services for the Village, and specifically:

(1) The removal and proper disposition and/or recycling of existing siren equipment and the delivery to the Village of all materials and equipment and the provision of all labor and equipment for the installation of two (2) new American Signal T-128 rotational mechanical outdoor warning sirens to be installed on two (2) existing wooden poles at those existing siren locations within the Village as determined by the Village of Barrington Fire Chief, and a related System 4000 siren radio control system pursuant to the Contractor's "AS T128 Siren Upgrades" proposal dated January 31, 2024 for a total not-to-exceed cost of $46,900.00;

(2) The delivery to the Village of all materials and equipment and the provision of all labor, materials and equipment for the installation of a System 4000 telemetry unit and sensor on five (5) existing sirens at a cost of $4,950.00 each pursuant to the Contractor's "System 4000 Siren Telemetry Control System" proposal dated January 31, 2024, for a total not-to-exceed cost of $24,750.00; and

(3) The daily monitoring and testing of the siren equipment for the payment of an annual monitoring fee of $360.00 per year, with no charge for monitoring and testing for the first year,

(collectively referred to herein as the "Project", the "Work", or the "Services")

for a total not-to-exceed cost for the Project in the aggregate of $71,650.00, plus the $360.00 annual monitoring fee after the first year. Both the Contractor's "AS T128 Siren Upgrades" proposal dated January 31, 2024 and the "System 4000 Siren Telemetry Control System" proposal dated January 31, 2024 are hereinafter referred to collectively as the "Contractor's Proposals", copies of which are attached hereto as Group Exhibit A and thereby made a part hereof. The materials to be provided by the Contractor for the Project are sometimes referred to herein as the "Goods". This Agreement and the Contractor's Proposals shall constitute the Contract Documents (sometimes collectively referred to herein as the "Contract" or the "Contract Documents"). In the event of any conflict between the Contractor's Proposals and this Agreement, the provisions of this Agreement shall supersede, prevail, and control.

WITNESSETH:

In consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. Scope of Work: The Contractor agrees to and shall timely perform and fully complete all of the Services relative to the Project as set forth in the Contractor's Proposals both dated January 31, 2024 attached hereto and made a part of this Agreement as Group Exhibit A.

2. Payment:

   A. Not to Exceed Payment: The Village agrees to pay the Contractor, and the Contractor agrees to accept as compensation for all Services and/or Work and/or the Project required by this Agreement the amount(s) set forth as follows:

   ☒ the amount(s) set forth in both of the "Contractor's Proposals"; and

   ☒ subject to a not-to-exceed total contract price of $71,650.00, plus an annual monitoring fee after the first year of $360.00 per year ("Contract Price")

B. Invoices for Payments: The Contractor agrees to and shall prepare and submit to the Village:
☒ an invoice for the cost of materials for the two (2) new sirens totaling $19,950.00 in order to ensure the current contract price of the materials; and
☒ an invoice to the Village after the completion of the Project in its entirety, which the Village shall pay upon completion and approval of the Services.

C. Village's Compliance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.) (the "Act"). The Contractor and the Village both acknowledge and agree that the Village complies with the Act, which states that any invoices approved for payment shall be paid within thirty (30) days after date of approval of the invoice by the Corporate Authorities of the Village, and the parties both also agree that any payment(s) due to the Contractor for Services rendered or to be rendered to the Village shall be paid by the Village pursuant to the provisions of the Act. Notwithstanding any other provisions of any Contract Document, the Village shall not, in any manner, be considered to have accepted the Services, or any part thereof, or to have waived any claim related to such Services by making a final payment or by making any progress payment of any amount, where the Village determines that such Services, or part thereof, are defective, deficient, or not in conformance with the Contract Documents.

D. Prevailing Wage Act Notice [Check box that applies]:
☐ The Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) does not apply to this Contract.
☒ The Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) does apply to this Contract.
This Contract calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01, et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor ("IDOL") publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The IDOL may revise the prevailing wage rates from time to time and the contractor/subcontractor has an obligation to check the IDOL's website for revisions to prevailing wage rates and comply with the most current prevailing wage rates. For information regarding current prevailing wage rates, please refer to the IDOL website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties, including but not limited to the filing of monthly certified payrolls on IDOL forms. The Contractor/Vendor shall also pay prevailing wages at rates not less than those prevailing under Davis-Bacon Wage Act Provisions as determined by the U.S. Department of Labor to all laborers, workmen and mechanics performing work under this Contract, if such Act is applicable, and, in such event, the more restrictive (i.e., higher) prevailing wage requirements shall be applicable.

3. Contract Documents: The term "Contract Documents" means and includes, but is not limited to, the following, which are each attached hereto and thereby made a part hereof:

A. This Agreement;
B. The Contractor's "AS T128 Siren Upgrades" proposal dated January 31, 2024, for a total not-to-exceed cost of $46,900.00;
C. The Contractor's "System 4000 Siren Telemetry Control System" proposal dated January 31, 2024, for a total not-to-exceed cost of $24,750.00; and
D. Copies of all manufacturer's warranties on the equipment provided for the Project.

In the event of any conflict between this Agreement and any other Contract Document, this Agreement shall prevail and control over the terms and conditions set forth in such other Contract Documents.

4. Time is of the Essence; Dates of Commencement and Completion: Time is of the essence in this Contract. The Services to be performed by the Contractor under the Contract Documents shall commence no later than _____, 20___ (hereinafter the "Commencement Date"), and shall be completed no later than _____, 20___ (hereinafter the "Completion Date"), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Contractor fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent contractor, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Contractor for the Services and/or the right to recover any excess cost of completion from the Contractor to the extent that the total cost incurred by the Village for the completion of the Services which are the subject of the Contract Documents exceeds the Contract Price.

5. Performance and Payment Bond: Because the Contract Price is over $50,000.00, prior to commencement of any Work on the Project, the Contractor shall provide to the Village a Performance and Payment Bond in compliance with the Public Construction Bond Act (30 ILCS 550/1, et seq.) and the Contract Documents.

6. Venue and Choice of Law: The Contractor and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village's Village Hall is located. This Agreement and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.

7. Nonassignability. The Contractor shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Contractor or its surety from the obligations herein entered into by the same or change the terms of this Contract.

8. Notices. All notices required by the Contract Documents shall be given in writing and shall be served by one party to the other party via email (effective when transmitted), facsimile (effective when transmitted), personal delivery (effective when delivered), commercial overnight delivery (effective when delivered), or by mail (effective when mailed).

9. Control and Inspection of Work: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of goods and/or Services shall be made after delivery to the Village and installation thereof by the Contractor. Final inspection, acceptance and/or rejection of the goods and/or Services shall not impose liability on the Village for goods and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected goods and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Services performed by the Contractor shall be done in conformance with this Agreement and the other Contract Documents as determined solely by the Village, and this Agreement shall control.

10. Warranty and Guarantee: In addition to any manufacturer's warranty(ies) on the Goods to be supplied pursuant to the Contract Documents, the Contractor shall warrant and guarantee the Goods and Services for a period of two (2) years from the date of delivery thereof to the Village and completion of the Project. The Contractor warrants and guarantees that for a period of two (2) years from the date of delivery thereof to the Village that the Goods shall be free from all defects and deficiencies, and/or because they do not comply with the Contract Documents, all as shall be determined solely by the Village, and the Contractor shall promptly replace and/or repair to the Village's reasonable satisfaction any and all such Goods which have been determined by the Village to be defective, deficient, and/or not in compliance with the Contract Documents. In the event that the Contractor should fail to make such repair(s) and/or replacement(s) as the Village has determined to be necessary to remedy such defects, deficiencies, and/or non-compliance with the Contract Documents, the Village may do so, and the Contractor shall be liable for all damages as provided by law, including but not limited to any costs incurred by the Village for any such replacements.

11. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):

A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Contractor's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Contractor and/or its agent in a timely manner.

B. Within three (3) business days after receipt by Contractor of an initial written or verbal notice of any such incident, claim, or complaint, the Contractor shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Contractor's officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Contractor and/or by the Contractor's insurer or agent.

C. Within ten (10) business days after the Contractor's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the "incident, claim, or complaint"), the Contractor or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Contractor and/or its agents to date toward the resolution of such incident, claim or complaint.

D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Contractor or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Contractor not less than monthly until such incident, claim, or complaint is fully resolved.

E. The Contractor or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Contractor receives its initial verbal or written notice of such incident, claim, or complaint.

12. Insurance:

A. Prior to Commencement of Work:

(i) Prior to commencement of any Work under the Contract Documents, Contractor shall supply to the Village certificates of insurance as specified below, provided, however, these insurance requirements shall not be applicable to any Contract which is only for the purchase of goods by the Village, but which does not include the installation thereof by the Contractor. Contractor shall not start the Work under the related Contract until Contractor has obtained all insurance required under this Paragraph 12, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.

(ii) Minimum Scope of Insurance:
Coverage shall be at least as broad as Insurance Services Office ("ISO") Commercial General Liability occurrence form CG 00 01 04 13 with the "Village of Barrington and its elected and appointed officers, officials, employees, agents and volunteers" named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04 13.
☐ If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

B. Insurance Required: The Contractor shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Contractor, its employees, subcontractors, and other agents, and:

(i) Commercial General Liability:

(a) $1,000,000 combined single limit per occurrence for bodily injury, and property damage and $1,000,000 per occurrence for personal injury. The general aggregate shall be $2,000,000.

(b) The Village of Barrington, and its elected and appointed officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Contractor's/Vendor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Barrington and its elected and appointed officers, officials, employees, agents and/or volunteers.

(c) The Contractor's insurance coverage shall be primary and non-contributory as respects the Village of Barrington and its elected and appointed officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Barrington and/or on behalf of its elected and appointed officers, officials, employees, agents and/or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Barrington and/or its elected and appointed officers, officials, employees, agents and/or its volunteers.

(e) The Contractor's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Contractor shall be required to name the "Village of Barrington, and its elected and appointed officers, officials, employees, agents and volunteers" as additional insureds.

(g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

(h) The Contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Barrington, and/or by its elected and appointed officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding.

(ii) ☐ Owners and Contractors Protective Liability (OCP) Policy: The OCP Policy shall name the "Village of Barrington, and its elected and appointed officers, officials, employees, agents and volunteers" as insured or as additional insured and shall include coverage of $1,000,000 combined single limit per occurrence for bodily injury and property damage;
(Required for large construction projects; applicable if box is checked)

(iii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto": $1,000,000 combined single limit per accident for bodily injury, and property damage and $1,000,000 per occurrence for personal injury.

(iv) Workers' Compensation insurance as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of $1,000,000 per accident:

(a) The insurer shall agree to waive all rights of subrogation against the "Village of Barrington, its elected and appointed officers, officials, employees, agents and volunteers" for losses arising from work performed by the Contractor for the Village.

(b) NCCI Alternate Employer Endorsement (WC 00 03 01 A) in place to ensure that workers' compensation coverage applies under Contractor's coverage rather than under the coverage of the Village of Barrington, and/or of its elected and appointed officers, officials, employees, agents and/or its volunteers (if the Village of Barrington, its elected and appointed officers, officials, employees, agents and/or its volunteers are borrowing, leasing or in day to day control of Contractor's employee).

(v) ☐ Builder's Risk Property Coverage with "Village of Barrington" named as the loss payee: insurance shall be provided against "all risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded) on a completed replacement cost basis;
(Required for a general contractor on a building construction project; applicable if box is checked)

(vi) ☐ Environmental Impairment/Pollution Liability Coverage: $1,000.000 combined single limit per occurrence for bodily injury, property damage and remediation costs, including but not limited to, for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants; and
(Required if the project involves an exposure to or risk of environmental impairment and/or pollution liability from a worksite; applicable if box is checked)

(vii) Umbrella Policy: If the general aggregate limit for Commercial General Liability coverage provided is less than $2,000,000, pursuant to Section 12(B)(i) above, then a $1,000,000 Umbrella Policy shall also be provided, which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability.

C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Barrington.

D. All Coverages

(i) No Waiver. Under no circumstances shall the Village, or its elected and appointed officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
(a) Allowing work by Contractor or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
(b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.

(ii) Each insurance policy required shall have the Village of Barrington expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

(iii) When requested by the Village Manager, or his designee, Contractor shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.

E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

F. Verification of Coverage: Contractor shall furnish the Village of Barrington with certificates of insurance naming the "Village of Barrington, its elected and appointed officers, officials, employees, agents and volunteers", as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13,. The Village reserves the right to request full certified copies of the insurance policies and endorsements.
☐ If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

G. Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H. Assumption of Liability: Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.

I. Village May Rely on Its Membership in a Self-Insured Risk Pool: Notwithstanding any other provision in any contract document, the undersigned herein agree that the Village, at its own option, may satisfy its obligation to purchase any insurance required of the Village through its membership in a self-insured risk pool. The rights of the Village as a member of a governmental self-insurance pool are intended to and shall constitute full satisfaction for any of the insurance required of Contractor to be maintained by the Village.

J. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Contractor shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Contractor remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.

K. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Contractor or any subcontractor of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Contractor or any subcontractor of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Contractor and all subcontractors of any tier stating that all the required insurance is in force. The Contractor agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Contractor shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subcontractor incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.

L. Liability of Contractor and Subcontractor is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Contractor or the liability of any subcontractor of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Contractor, or any subcontractor's interest or liabilities, but are merely required minimums. The obligation of the Contractor and every subcontractor

of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Contractor or any subcontractor's insurance.

M. Notice of Bodily Injury or Property Damage: The Contractor shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.

N. Updated Proof Required: The Contractor agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.

O. Safety/Loss Prevention Program Requirements: The Contractor shall provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to submitting the bid proposal and is continuing. Evidence of completed employee safety training shall be provided to the Village and approved by the Village Manager, or his designee.

P. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the contract documents contradict this Paragraph 12, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

13. Indemnity:

A. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officers, officials, employees and agents against all injuries, deaths, loss, damages, claims, any claims or amount recovered by reason of any infringement of any patent, trademark or copyright, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village, its elected and appointed officers, officials, employees, and agents arising in whole or in part or in consequence of the performance of the Services by the Contractor, its employees, or subcontractors, or which may in anywise result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officials, employees or agents, 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, its elected and appointed officers, officials, employees or agents, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

B. Contractor expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.

C. Contractor further agrees that to the extent that money is due the Contractor by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.

D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Contractor, its officers, directors, employees and subcontractors (collectively, Contractor) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.

E. Neither the Village nor the Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the willful misconduct of their respective officers, trustees, employees and/or agents.

F. The provisions of this Paragraph 13 shall survive any termination of the Contract.

14. Village Confidential Information:

A. Contractor warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.

B. The provisions of this Paragraph 14 shall survive any termination of the Contract.

15. No Conflicts of Interest: The Contractor warrants that it has no conflict of interest and has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.

16. Compliance with Laws: Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Included within the scope of the laws, ordinances, rules and regulations referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act ("OSHA"); Illinois Department of Labor ("IDOL"), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers' Compensation Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Contractor if requested by the Village.

17. Equal Employment Opportunity: The Contractor shall be an "equal opportunity employer" as defined in the United States Code Annotated. The Contractor shall be required to comply with the President's Executive Order No. 11246, as amended, and the requirements for Bidders and Contractors under this order are explained in 41 CFR 60-4. The Contractor shall fully comply with all applicable provisions of the Illinois Human Rights Act.

18. Certifications: By the execution of this Agreement, the Contractor certifies that: (1) the Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Contractor has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Contractor will provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Contractor has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Contractor is not and/or was not barred from bidding on this Contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).

19. Project Documentation: Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Contractor and its subcontractors agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services, and/or the Work, and/or the Project which is the subject of the Contract Documents, prepared or created by the Contractor and/or its subcontractors, including but not limited to any and all drawings, plans, specifications, photos, reports,

videos, and/or other recordings on any electronic media (sometimes collectively referred to as "Project Documentation"), and any and all of such Project Documentation shall become the property of the Village. The Contractor and its subcontractors further warrant to the Village that they have the legal right to convey said Project Documentation to the Village.

20. Standard Specifications:

A. All Work performed by Contractor that is associated with the fulfillment of this Agreement and/or the related Contract shall conform to the terms of the latest edition of the Illinois Department of Transportation ("IDOT") Standard Specifications for Road and Bridge Construction where this document is otherwise silent. The applicable Standard Specifications, as herein specified, shall apply to all work and materials performed under this Contract unless revised by any related Specifications.

B. Through the course of the Project, the Contractor shall be responsible for the maintenance of traffic through and around the zone of work consistent with Section 648 of the IDOT Standard Specifications for Road and Bridge Construction. The cost for this activity shall be considered incidental to the cost of the Project.

C. All traffic control measures employed during the term of this Contract shall be in accordance with the applicable sections of the IDOT Standard Specifications, the Supplemental Specifications, and the "Illinois Manual Uniform Traffic Control Devices for Streets and Highways".

21. Illinois Freedom of Information Act (5 ILCS 140/1, et seq.): As a unit of local government, the Village is subject to the Illinois Freedom of Information Act (FOIA), as amended. Therefore, after award of the Contract, responses, documents, and materials submitted to the Village by the Contractor will be made available for public inspection in accordance with the FOIA, unless otherwise determined by a Village FOIA officer after award of a contract. The Village and the Contractor and any subcontractor(s) shall maintain their respective records relating to the performance of the Contract Documents in compliance with the requirements of the Local Records Act (50 ILCS 205/1, et seq.) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the Village and the Contractor and any subcontractor(s) shall be available for review by the other. The Contractor and its subcontractor(s) and the Village shall cooperate with each other (a) with all requests for records made pursuant to the Freedom of Information Act (5 ILCS 140/1, et seq.), (b) with any request for records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records of Contractor within a time period which allows the Village to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1, et seq.). Contractor must inform the Village, in writing, of the exact materials in the Contractor's proposal which it claims are exempt from disclosure pursuant to the FOIA as proprietary or as may otherwise be protected. The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by the Contract.

22. Contractor is an Independent Contractor: It is mutually understood and agreed that the Contractor shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Contractor or his/its employees, representatives or subcontractors are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Contractor and any party employed by the Contractor bears the relationship to the Village of an independent contractor.

23. Arbitration Deleted from Contract Documents; No Attorneys' Fees: Any provision in the Contract and any other contract documents referring to the submission of claims or disputes to arbitration shall herein be deleted. Notwithstanding anything contained in the Contract and any other contract documents to the contrary, it is the intent of the parties that arbitration is a remedy which shall not exist under the Contract and any other contract documents, and no party shall be entitled to recover attorneys' fees or court costs in any action to enforce or interpret this Agreement and the related Contract and contract documents.

24. Duration: This Agreement and the related Contract Documents shall be in effect from the date of the Contract until the completion of the Services, but the obligations of the Contractor under Paragraphs 13 and 14 shall continue after such termination.

25. Advertisement: The Contractor is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

26. Amendments: No agreement or understanding to modify this Agreement or the related Contract Documents shall be binding upon the Village unless in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Contractor with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.

27. Termination; Remedies: The following shall constitute events of default under this Agreement and the related Contract: a) any material misrepresentation made by the Contractor to the Village, b) any failure by the Contractor to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in the Contract due to a reason or circumstance within the reasonable control of the Contractor, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time (i.e., by the Completion Date) due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Village, (iv) failure to promptly re-do or re-perform within reasonable time the services that were rejected by the Village as erroneous or unsatisfactory, (v) failure to comply with a material term of this Contract, (vi) failure of the Contractor to completely furnish the contracted goods or services to the Village within the time period specified by the Contract Documents; (vii) any breach or violation of Contractor or its employees, or agents, of its obligations under the Village Confidential Information provisions of Paragraph 14 of this Agreement; and (viii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination for cause. At least ten (10) days prior to the date that the Contractor shall be declared in default of the Contract, the Village shall give written notice by certified mail to the Contractor. This notice shall state the reasons that the Contractor is being declared in default of the Contract. Failure by the Contractor to correct the stated deficiencies within the notice period shall result in the Contractor being declared in default of the Contract. Issuance of the notice by the Village shall be an indication of the intentions of the Village to take the work out of the hands of the Contractor and to hire others to complete the defaulted work. Upon default, the Contractor shall be liable for all damages sustained by the Village as provided by law as a result of such default, including but not limited to all costs incurred by the Village to fully complete all the work specified in the Contract Documents and all expense of every kind incurred by the Village in remedying any defect(s) and/or deficiency(ies), or failure by the Contractor to conform to the Contract Documents and any such costs incurred by the Village may also be paid by the Village out of such monies as otherwise may be due or otherwise may become due to said Contractor pursuant to the Contract Documents.

28. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.

29. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.

30. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.

31. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.

32. No Third-Party Beneficiaries: The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

33. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original.

CONTRACTOR:
J & D INGENUITIES, LLC
d/b/a FULTON SIREN SERVICES

By: _____
Its Authorized Agent

VILLAGE OF BARRINGTON

By: _____
Karen Y. Darch, Village President

ATTEST: _____
Tony Ciganek, Village Clerk

GROUP EXHIBIT A

(1) The Contractor's "AS T128 Siren Upgrades" proposal dated January 31, 2024, for a total not-to-exceed cost of $46,900.00;

(2) The Contractor's "System 4000 Siren Telemetry Control System" proposal dated January 31, 2024, for a total not-to-exceed cost of $24,750.00; and

(3) Copies of all manufacturer's warranties on the equipment provided for the Project.