ORDINANCE NO. 2024-4397

ORDINANCE
AUTHORIZING AND APPROVING AWARD OF A CONTRACT TO SHARLEN ELECTRIC COMPANY FOR THE INSTALLATION OF ELECTRICAL SERVICE AND RELATED IMPROVEMENTS AT VILLAGE PARKING LOT 24 WHICH IS A CENTRALIZED PARKING LOT WITHIN THE VILLAGE ADJACENT TO THE METRA TRAIN STATION AND THE VILLAGE'S CENTRAL BUSINESS DISTRICT

WHEREAS, the Village of Barrington, Cook and Lake Counties, Illinois (the "Village"), has determined that it necessary and advisable to provide for electrical service and install related improvements, including but not limited to a 400 amp lockable control cabinet, at a location designated by the Village within Village parking Lot 24 which is generally located at the southwest corner of Wool Street and Klingenberg Lane, which parking lot is frequently utilized for Lions' Club events and would be a location for the future installation of electric vehicle charging stations; and

WHEREAS, notwithstanding the fact that the Village's 2024 budget did not include a provision for this expense, the Village, through the Cooperative Council of Governments ("COG") Cooperative Purchasing Group/Equalis, received from Sharlen Electric Company, 9101 South Baltimore Avenue, Chicago, IL 60617, an electrical contractor which is a member of said purchasing group (Contract No. COG-2131-EC1-B) Work Order dated March 29, 2024 which provides for the installation of electrical service at a location within Village parking Lot 24, including but not limited to the pouring of a concrete base and installation of a pedestal and lockable cabinet thereon, the directional boring from the distribution pedestal to a ComEd pole and other related work (the "Project") for the not-to-exceed contract price of $40,779.91 (the "Sharlen Electric Contract"); and

WHEREAS, the Village desires to approve the Sharlen Electric Contract and engage the services of and enter into a contract with Sharlen Electric Company for the Project at the not-to-exceed contract price of $40,779.91:

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 hereby approve the Sharlen Electric Company Contract dated March 29, 2024 (the "Sharlen Electric Contract") as well as the related Addendum to Contract between the Village and Sharlen Electric Company, copies of which are attached hereto as part of Group Exhibit A and thereby made a part hereof, as well as the contract documents provided by the Cooperative Council of Governments ("COG") Cooperative Purchasing Group/Equalis for Contract No. COG-2131-EC1-B (the "COG/Equalis Contract Documents"), copies of which are attached hereto as part of Group Exhibit A and thereby made a part hereof, for the installation of electrical service at a location identified by the Village within

Village parking Lot 24, including but not limited to the pouring of a concrete base and installation of a pedestal and lockable cabinet thereon, the directional boring from the distribution pedestal to a ComEd pole and other related work (the "Project") for the not-to-exceed contract price of $40,779.91, without advertising for or receiving competitive bids or soliciting other proposals (other than through the Cooperative Council of Governments ("COG") Cooperative Purchasing Group/Equalis joint bidding process) and waiving any and all requirements for competitive bidding or for soliciting other proposals otherwise required by law, and said Sharlen Electric Contract, the Addendum to Contract, and the COG/Equalis Contract Documents are 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 3: The Village President, or her designee, is hereby authorized to execute the Sharlen Electric Contract dated March 29, 2024, the Addendum to Contract with Sharlen Electric Company, as well as the COG/Equalis Contract Documents, all in substantially the forms which are attached hereto as Group Exhibit A and thereby made a part hereof (the Addendum, the Sharlen Electric Company Contract, and the COG/Equalis Contract Documents attached hereto and thereby made a part hereof as Group Exhibit A are collectively referred to as the "Contract Documents"), for the Project at a not-to-exceed cost of $40,779.91, and the Village Clerk is hereby authorized to attest thereto, and otherwise take all the necessary and appropriate actions to accomplish the work on the Project in accordance therewith.

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

PASSED THIS 22 DAY OF April, 2024, BY ROLL CALL VOTE AS FOLLOWS:

AYES: Trustees Kenney, Holeen, Andrade, Duncan, Moran, Prissee, President Darch

NAYS: None

ABSENT: None

RECUSE: None

APPROVED THIS 22 OF April, 2024

Karen Y Darch

Karen Darch, Village President

ATTESTED AND FILED THIS 22ND DAY OF APRIL, 2024

Tony Ciganek

Tony Ciganek, Village Clerk

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

GROUP EXHIBIT A

CONTRACT DOCUMENTS

(1) Addendum to Contract

(2) The Sharlen Electric Contract consisting of:
   (a) Work Order Signature Document #127226.00 dated March 29, 2024, which includes the Detailed Scope of Work, the Contractor Price Proposal Details-CSI, and the Contractor Price Proposal Summaries-CSI

(3) The COG/Equalis Contract Documents consisting of:
   (a) The COG/Equalis Notice of Award letter to Sharlen Electric Company dated April 29, 2022;
   (b) The COG/Equalis Invitation for Bid IFB#COG-2131 dated February, 2022

ADDENDUM TO CONTRACT
BETWEEN THE VILLAGE OF BARRINGTON AND
SHARLEN ELECTRIC COMPANY
Re: Installation of Electric Service at Village Parking Lot 24

This Addendum to Contract ("Addendum") shall constitute an integral part of the Cooperative Council of Governments ("COG") Cooperative Purchasing Group/Equalis for Contract No. COG-2131-EC1-B (the "COG/Equalis Contract Documents") with SHARLEN ELECTRIC COMPANY, 9101 South Baltimore Avenue, Chicago, IL 60617 ("Contractor/Vendor" or "Sharlen Electric") and the VILLAGE OF BARRINGTON, 200 S. Hough Street, Barrington, IL 60010 ("Village") for the work consisting of furnishing all materials, supplies, tools, equipment, labor, personnel, supervision, and perform other services necessary to commence and complete the Work in connection with the installation by the Contractor/Vendor of electrical service at a location identified by the Village within Village Parking Lot 24, including but not limited to the pouring of a concrete base and installation of a pedestal and lockable cabinet thereon, the directional boring from the distribution pedestal to a ComEd pole and other related work (the "Project") for the not-to-exceed contract price of $40,779.91 (hereinafter referred to as "Project", the "Work", or the "Services") in compliance with and as set forth in the Contract Documents which include but are not limited to:

(1) This Addendum;
(2) The Sharlen Electric Contract consisting of:
    (a) Work Order Signature Document #127226.00 dated March 29, 2024, which includes the Detailed Scope of Work, the Contractor Price Proposal Details-CSI, and the Contractor Price Proposal Summaries-CSI;
(3) The COG/Equalis Contract Documents consisting of:
    (a) The COG/Equalis Notice of Award letter to Sharlen Electric Company dated April 29, 2022;
    (b) The COG/Equalis Invitation for Bid IFB#COG-2131 dated February, 2022

(collectively, the "Contract Documents"), copies of each of which are attached hereto as Group Exhibit A and thereby made a part hereof. To the extent that this Addendum is inconsistent with and/or conflicts with any of the other Contract Documents, the provisions of this Addendum shall supersede, prevail, and control.

WITNESSETH:

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

1. Scope of Work: The Contractor/Vendor agrees to and shall timely perform and fully complete the "Scope of Work" as set forth in the Contract Documents attached hereto and made a part hereof as Group Exhibit A.

2. Payment:

    A. Not to Exceed Payment: The Village agrees to pay the Contractor/Vendor, and the Contractor/Vendor agrees to accept as compensation for all Work required by the Contract Documents a total not-to-exceed amount of $40,779.91 (the "Contract Price") as set forth in the Contract Documents.
    B. Invoices for Payments: The Contractor/Vendor agrees to and shall prepare and submit to the Village an invoice after the completion of the Project in its entirety, which the Village shall pay upon completion and approval of the Work.
    C. Village's Compliance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.) (the "Act). Notwithstanding any provisions of any of the Contract Documents to the contrary, the Contractor/Vendor and the Village understand, acknowledge and agree that the Village complies with the Act, which states that any invoice approved by the Village for payment shall be paid within thirty (30) days after date of approval of the invoice by the Corporate Authorities of the Village, and therefore, the Contractor/Vendor shall be paid by the Village for the Work 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 Work, or any part thereof, or to have waived any claim related to such Work by making a final payment or by making any progress payment of any amount, where the Village

determines that such Work, or part thereof, is defective, deficient, or not in conformance with the Contract Documents.

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:
   (1) This Addendum;
   (2) The Sharlen Electric Contract consisting of:
      (a) Work Order Signature Document #127226.00 dated March 29, 2024, which includes the Detailed Scope of Work, the Contractor Price Proposal Details-CSI, and the Contractor Price Proposal Summaries-CSI;
   (3) The COG/Equalis Contract Documents consisting of:
      (a) The COG/Equalis Notice of Award letter to Sharlen Electric Company dated April 29, 2022;
      (b) The COG/Equalis Invitation for Bid IFB#COG-2131 dated February, 2022

   In the event of any conflict between this Addendum and any other Contract Documents, this Addendum shall prevail, control, and take precedence over the terms and conditions set forth in any other Contract Documents.

4. Time is of the Essence; Dates of Commencement and Completion: Time is of the essence in this Contract. The Work to be performed under the Contract Documents shall commence no later than April 23, 2024 (hereinafter the "Commencement Date"), and shall be completed no later than July 3, 2024 (hereinafter the "Completion Date"), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval the Village. If the Contractor/Vendor fails to complete the Work by the Completion Date, the Village shall thereafter have the right to have the Work 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/Vendor for the Work and/or the right to recover any excess cost of completion from the Contractor/Vendor to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.

5. Venue and Choice of Law: The parties herein agree that the venue for any and all disputes shall solely be in the county in which the Village's Village Hall is located. This Addendum and all other Contract Documents shall be construed, interpreted, and governed in accordance with the laws of the State of Illinois.

6. Nonassignability: The Contractor/Vendor 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/Vendor or its surety from the obligations herein entered into by the same or change the terms of this Contract.

7. 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).

8. Control and Inspection of Work or Services: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of the Work and/or Services, including but not limited to any materials and/or equipment which are part thereof, shall be made after delivery to the Village and installation thereof by the Contractor/Vendor. Final inspection, acceptance and/or rejection of the Work and/or Services, including but not limited to any materials and/or equipment which are part thereof, shall not impose liability on the Village for Work, and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected Work and/or Services until and unless fully corrected and/or replaced by the Contractor/Vendor as determined by the Village. All Work and/or Services performed by the Contractor/Vendor shall be done in conformance with the Contract Documents as determined solely by the Village, and this Addendum shall control.

9. Permits and Licenses: The Village shall obtain, at its own expense, all permits and licenses which may be required to complete the Project and all related Work as contemplated by the Contract Documents.

10. Insurance: Prior to commencement of the Work, the Contractor/Vendor shall provide to the Village a Certificate of Insurance naming the Village of Barrington, and its elected and appointed officers, officials, employees, agents and volunteers, as additional insureds as respects all insurance coverages required by the Contract Documents, other than Workers' Compensation coverage.

11. Indemnity:
    A. To the fullest extent permitted by law, the Contractor/Vendor hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village, its elected and appointed officials, employees, and agents arising in whole or in part or in consequence of the performance of the Work by the Contractor/Vendor, 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/Vendor 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 officials, employees or agents, in any such action, the Contractor/Vendor shall, at its own expense, satisfy and discharge the same.
    B. Contractor/Vendor expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Contractor/Vendor, 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/Vendor further agrees that to the extent that money is due the Contractor/Vendor 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/Vendor, its officers, directors, employees and subcontractors (collectively, Contractor/Vendor) 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/Vendor shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the acts of their respective officers, trustees, employees and/or agents.
    F. The provisions of this Paragraph 11 shall survive any termination of the Contract.

12. Compliance with Laws: Contractor/Vendor shall comply with all 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. Contractor/Vendor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the Work. Included within the scope of the laws, regulations, and rules 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 Employment of Illinois Workers on Public Works Act, 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/Vendor if requested by the Village.

13. Certifications: By the execution of this Addendum, the Contractor/Vendor certifies that: (1) the Contractor/Vendor 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/Vendor 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/Vendor shall 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/Vendor 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/Vendor 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).

14. Project Documentation: Upon execution of this Addendum relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Contractor/Vendor 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 Project and/or Work, which is the subject of the Contract Documents, 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 sole property of the Village. The Contractor/Vendor and its subcontractors further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Contractor/Vendor, but the Village agrees to waive any claim against the Contractor/Vendor arising from any unauthorized reuse or modification of the Project Documentation.

15. Standard Specifications:
    A. All Work performed by Contractor/Vendor that is associated with the fulfillment of this Addendum and/or the related Purchaser Order/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 the Specifications, also herein included as part of the Contract Documents.
    B. Through the course of the Project, the Contractor/Vendor 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 improvement.
    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".

16. 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.

17. Contractor/Vendor is an Independent Contractor: It is mutually understood and agreed that the Contractor/Vendor shall have full control of the ways and means of performing the Work referred to above

and/or which is the subject of this Addendum and the related Contract and that the Contractor/Vendor 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/Vendor and any party employed by the Contractor/Vendor bears the relationship to the Village of an independent contractor.

18. Restoration of Work Site: The Contractor/Vendor shall be obligated to remove all debris from the Work site at the Contractor's/Vendor's expense. The Contractor/Vendor shall, at its sole cost and expense, as part of the Work required by this Addendum and the related Contract, replace and restore any grass, vegetation or plantings disturbed or removed by the Contractor/Vendor, to their condition before the performance of the Work, and such removal shall only occur after approval in advance in writing by the Village's designee. Without limiting the generality of the foregoing, the Contractor/Vendor shall be obligated to: (1) re-grade and re-seed the ground surface, (2) replace any damaged vegetation, other than trees and bushes removed pursuant to the authority of the Village's designee, with new plantings of good health and quality with species consistent with the recommendation of the Village's designee, and (3) repair any damage to any paved surfaces disturbed by the Work. While the Work is in progress and until all required restoration work is completed, the Contractor/Vendor shall comply with customary and usual initial erosion practices consistent with good engineering procedures and the requirements of all applicable ordinances.

19. Right to Alter Plans and Scope Reserved: The Village reserves the right to alter the plans, extend or shorten the improvements, add to the Work as may be necessary, and increase or decrease the scope and/or quantity of the Work, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Work in its entirety for any reason.

20. 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 Addendum and the related Contract Documents.

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

22. Termination: The following shall constitute events of default under this Addendum and the related Contract: a) any material misrepresentation made by the Contractor/Vendor to the Village, b) any failure by the Contractor/Vendor 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/Vendor, (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 due (i.e., by the Completion Date) to a reason or circumstance within the Contractor's/Vendor'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/Vendor 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/Vendor or its employees, or agents, of its obligations under the Village Confidential Information provisions of this Addendum; 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/Vendor shall be declared in default of the Contract, the Village shall give written notice by certified mail to the Contractor/Vendor. This notice shall state the reasons that the Contractor/Vendor is being declared in default of the Contract. Failure by the Contractor/Vendor to correct the stated deficiencies within the notice period shall result in the Contractor/Vendor 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/Vendor and to hire others to complete the defaulted work. Upon default, the Contractor/Vendor 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/Vendor 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/Vendor pursuant to the Contract Documents.

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

24. 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.

25. 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.

26. 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.

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

28. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Contract) 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. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

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

CONTRACTOR/VENDOR:
SHARLEN ELECTRIC COMPANY

By: _____

Its _____ and Authorized Agent

VILLAGE OF BARRINGTON

By: _____
Karen Darch, Village President

ATTEST: _____
Tony Ciganek, Village Clerk

Village of Barrington CORPORATE SEAL Cook & Lake Counties, IL

GROUP EXHIBIT A

(1) The Sharlen Electric Contract consisting of:
   (a) Work Order Signature Document #127226.00 dated March 29, 2024, which includes the Detailed Scope of Work, the Contractor Price Proposal Details-CSI, and the Contractor Price Proposal Summaries-CSI;

(2) The COG/Equalis Contract Documents consisting of:
   (a) The COG/Equalis notice of award letter to Sharlen Electric Company dated April 29, 2022;
   (b) The COG/Equalis Invitation for Bid IFB#COG-2131 dated February, 2022

Work Order Signature Document

Contract No.:COG-2131-EC1-B

[X] **New Work Order** [ ] **Modify an Existing Work Order**

Work Order #:	127226.00	Work Order Date:	
Owner PO No:			
Title:	Village of Barrington - Wool Street Electrical Cabinet		
Owner Name:	EQUALIS GROUP, ILLINOIS - Village of Barrington	Contractor Name:	Sharlen Electric Company
Contact:		Contact:	Jim Cullen
Phone:		Phone:	

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No COG-2131-EC1-B.

Brief Work Order Description:

Provide and install a 400 amp electrical cabinet.

Work Order Firm Fixed Price: $40,779.91

Owner Purchase Order Number:

Approvals

Karen Y Dauck 4/22/24

Owner Date

Contractor Date

Detailed Scope of Work

Date:	3/29/2024
Work Order #:	127226.00
Title:	Village of Barrington - Wool Street Electrical Cabinet
Contractor:	Sharlen Electric Company
Contractor Number:	COG-2131-EC1-B
Job Order Value:	$40,779.91

Location: Village of Barrington - Wool Street Electrical Cabinet

Brief Scope:

Provide and install a 400-amp electrical cabinet.

Dear Andrew Thickpenny,

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work:

Detailed Scope:

Please see detailed scope of work attached below.

Requirements:

Should you have any questions, please do not hesitate to contact me at 773.791.6634.

Electrical Contracting
Communications Technology
Building Maintenance
Underground Utilities

Detailed Scope of Work

Wool and Klingsburg Municipal Lot Barrington, IL

Summary:

Project request is to install a NEMA 3R 400 amp metered 120/240v single phase, main breaker, pedestal mount electrical distribution cabinet. The cabinet will contain with 1 -200amp 2 pole breaker, 1- 100amp 2 pole breaker, and 20- 20amp single pole breakers, 2-30amp 2 pole breakers with 15 -20amp GFCI dedicated outlets. 4 water resistant access port to the panel. Directional bore from the distribution pedestal under the street to the Comed pole across the street with a 400amp riser with service heads 15' up the existing Comed pole.
Pour a concrete base for pedestal and cabinet will be lockable.
4year labor warranty, manufacture material warranty
Excludes permit, road closure/crossing and Comed fees.

**Please reference plan drawings for equipment specifications, feeder sizes and conduit runs.

Contractor Price Proposal Summaries - CSI

Date:	3/29/2024
Work Order #:	127226.00
Title:	Village of Barrington - Wool Street Electrical Cabinet
Contractor:	Sharlen Electric Company
Contractor Number:	COG-2131-EC1-B
Job Order Value:	$40,779.91

Proposal Name:	Village of Barrington - Wool Street Electrical Cabinet
Proposal Value:	$40,779.91

To: Project Manager **From:** Contractor Project Manager

CSI Section	LineTotal
01 - General Requirements	**$2,419.40**
26 - Electrical	**$24,854.09**
33 - Utilities	**$5,413.54**
34 - Transportation	**$8,092.88**
Grand Total:	**$40,779.91**

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00

Contractor Price Proposal Details - CSI

Date: 3/29/2024

Work Order #: 127226.00

Title: Village of Barrington - Wool Street Electrical Cabinet

Contractor: Sharlen Electric Company

Contractor Number: COG-2131-EC1-B

Job Order Value: $40,779.91

Proposal Name: Village of Barrington - Wool Street Electrical Cabinet

Proposal Value: $40,779.91

	CSI Number	Mod	UOM	Description	LineTotal
01 - General Requirements					
1	01 22 23 00-0424		DAY	1/2 To 5/8 CY, 65 HP, Loader-Backhoe With Standard Bucket And Full-Time Operator	$1,494.87
				Qty Unit Price Factor Total	
				Installation 1.000 X $1,311.29 X 1.1400 $1,494.87	
				Contractor Notes: *need to dig the concrete pad*	
2	01 22 23 00-1414		DAY	2.5 CY Rear Dump Truck With Full-Time Truck Driver	$1,205.40
				Qty Unit Price Factor Total	
				Installation 1.000 X $1,057.37 X 1.1400 $1,205.40	
				Contractor Notes: *for hailing dirt and stone*	
3	01 22 23 00-1414	0039	MOD	For Equipment Without Operator, Deduct	($785.31)
				Qty Unit Price Factor Total	
				Installation 1.000 X ($688.87) X 1.1400 ($785.31)	
4	01 71 13 00-0002		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed TruckIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom man lifts with up to 40' boom lengths, etc.	$504.44
				Qty Unit Price Factor Total	
				Installation 1.000 X $442.49 X 1.1400 $504.44	
				Contractor Notes: *equipment delivery of backhoe and boring machine*	
				Subtotal for 01 - General Requirements:	**$2,419.40**
26 - Electrical					
5	26 05 19 16-0295		MLF	500 MCM, Type THHN-THWN, 600 Volt, Copper, Single Stranded Cable, Installed In Conduit	$8,227.13
				Qty Unit Price Factor Total	
				Installation 0.400 X $18,041.95 X 1.1400 $8,227.13	
				Contractor Notes: *to feed the distribution panel with slack cable for Corned tie in*	

	CSI Number	Mod	UOM	Description					LineTotal
26 - Electrical									
6	26 05 26 00-0100		EA	3/4" Diameter x 10' Long Copper-Clad Ground Rods					$471.69
					Qty		Unit Price	Factor	Total
				Installation	3.000	X	$137.92	X 1.1400	$471.69
				Contractor Notes: *for grounding*					
7	26 05 26 00-0184		EA	#4 To #1 AWG Cadweld Connection For Splice, Lug, Ground Rod, Rebar Or Structural SteelIncludes molds, materials and all necessary tools to make connections.					$481.23
					Qty		Unit Price	Factor	Total
				Installation	3.000	X	$140.71	X 1.1400	$481.23
				Contractor Notes: *for grounding*					
8	26 05 29 00-0604		EA	66" x 72", 4" Thick, Polymer Concrete, Electrical Equipment Pad					$1,515.45
					Qty		Unit Price	Factor	Total
				Installation	1.000	X	$1,329.34	X 1.1400	$1,515.45
				Contractor Notes: *pad for distribution and ct cabinet*					
9	26 05 33 13-0068		LF	3" Rigid Galvanized Steel (RGS) Conduit With Threaded Coupling					$1,141.82
					Qty		Unit Price	Factor	Total
				Installation	20.000	X	$50.08	X 1.1400	$1,141.82
				Contractor Notes: *used up the pole and in the slab*					
10	26 05 33 13-0081		EA	3" Rigid Galvanized Steel (RGS) 90 Degree Standard Radius Elbow					$406.16
					Qty		Unit Price	Factor	Total
				Installation	2.000	X	$178.14	X 1.1400	$406.16
				Contractor Notes: *attached to poly at Comed pole and distribution panel*					
11	26 05 33 13-0081	0414	MOD	For Work In Restricted Working Space, Add					$65.07
					Qty		Unit Price	Factor	Total
				Installation	2.000	X	$28.54	X 1.1400	$65.07
12	26 05 33 13-0180		EA	3" Rigid Galvanized Steel (RGS) Plastic Insulating Bushing					$93.59
					Qty		Unit Price	Factor	Total
				Installation	2.000	X	$41.05	X 1.1400	$93.59
				Contractor Notes: *need at each end of conduit run*					
13	26 05 33 13-0354		EA	3" Rigid Galvanized Steel (RGS) 3-Piece Conduit Coupling (Erickson)					$487.44
					Qty		Unit Price	Factor	Total
				Installation	2.000	X	$213.79	X 1.1400	$487.44
				Contractor Notes: *connect to the poly*					
14	26 21 13 00-0033		EA	3" Weatherproof Conduit Hubs					$270.85
					Qty		Unit Price	Factor	Total
				Installation	1.000	X	$237.59	X 1.1400	$270.85
				Contractor Notes: *between the CT cabinet and distribution cabinet*					
15	26 21 13 00-0065		EA	3-1/2" Polyvinyl Chloride (PVC) Threaded Service Entrance Weatherhead Cap For 400 To 500 MCM Cable Service					$484.23

	CSI Number	Mod	UOM	Description					LineTotal
26 - Electrical									
					Qty		Unit Price	Factor	Total
				Installation	1.000	X	$424.76	X 1.1400	$484.23
				Contractor Notes: *on top of conduit mount on Corned pole*					
16	26 24 13 00-0045		EA	200/400 Amperes, 120/240 Volt, 1 Phase, 3 Wire, Distribution Switchboard With MC Main Breaker					$4,756.25
					Qty		Unit Price	Factor	Total
				Installation	1.000	X	$4,172.15	X 1.1400	$4,756.25
17	26 24 13 00-0062		EA	70 To 100 Amperes, 120 / 240 Volt, MC Branch Breaker					$632.29
					Qty		Unit Price	Factor	Total
				Installation	2.000	X	$277.32	X 1.1400	$632.29
				Contractor Notes: *200 and 100 amp breakers*					
18	26 24 13 00-0326		EA	Weatherproof, Modify Meter					$3,410.47
					Qty		Unit Price	Factor	Total
				Installation	1.000	X	$2,991.64	X 1.1400	$3,410.47
				Contractor Notes: *CT cabinet*					
19	26 24 19 00-0868		EA	15 To 50 Amperes, 2 Pole, Bolt-On Branch Circuit Breaker					$1,102.27
					Qty		Unit Price	Factor	Total
				Installation	22.000	X	$43.95	X 1.1400	$1,102.27
				Contractor Notes: *20- 1 pole 20amp:* *15 outlets* *5 spare* *2-30amp spare*					
20	26 27 26 00-0128		EA	20 Amperes, 125 Volt Duplex Ground Fault Circuit Interrupter (GFCI), Specification Grade Tamper Resistant ReceptaclePass & Seymour 2095-TRS.					$1,308.15
					Qty		Unit Price	Factor	Total
				Installation	15.000	X	$76.50	X 1.1400	$1,308.15
				Contractor Notes: *15 outlets inside the cabinet*					
								Subtotal for 26 - Electrical:	**$24,854.09**
33 - Utilities									
21	33 05 07 13-0036		EA	Up To 6" Horizontal Directional Boring Minimum Set-up ChargeFor projects where the total horizontal directional boring charge is less than the minimum set-up charge, use this task exclusively. This task should not be used in conjunction with any other tasks in this section.					$4,565.27
					Qty		Unit Price	Factor	Total
				Installation	1.000	X	$4,004.62	X 1.1400	$4,565.27
22	33 05 07 24-0017		LF	3" Polyethylene Pipe Pull In Place By Boring MachineIncludes pipe welding.					$848.27
					Qty		Unit Price	Factor	Total
				Installation	70.000	X	$10.63	X 1.1400	$848.27
								Subtotal for 33 - Utilities:	**$5,413.54**

	CSI Number	Mod	UOM	Description					LineTotal
34 - Transportation									
23	34 41 33 00-0002		EA	SC320 Controller: NEMA 3R Aluminum Pole Mount Cabinet (Spot Devices, Inc. #SC320036)					$8,092.88
					Qty		Unit Price	Factor	Total
				Installation	1.000	X	$7,099.02	X 1.1400	$8,092.88
				Contractor Notes:	*cabinet to house the the outlet and distribution panel*				
								Subtotal for 34 - Transportation:	**$8,092.88**
								Grand Total:	**$40,779.91**

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM
	INSURERS AFFORDING COVERAGE — NAIC #
	INSURER A: FEDERATED MUTUAL INSURANCE COMPANY — 13935
INSURED 437-930-1 SHARLEN ELECTRIC CO. 9101 S BALTIMORE AVE CHICAGO, IL 60617-4417	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 582** **REVISION NUMBER: 1**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	1888749	03/01/2024	03/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS & COMP/OP AGG	$1,000,000 $100,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	N	N	1888749	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)	$1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION	N	N	1888752	03/01/2024	03/01/2025	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	1888753	03/01/2024	03/01/2025	X PER STATUTE OTHER E.L EACH ACCIDENT E.L DISEASE -EA EMPLOYEE E.L DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED PAGE

CERTIFICATE HOLDER

437-930-1 582 1
VILLAGE OF BARRINGTON
200 S HOUGH ST
BARRINGTON, IL 60010-4322

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: 437-930-1

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
FEDERATED MUTUAL INSURANCE COMPANY		SHARLEN ELECTRIC CO. 9101 S BALTIMORE AVE CHICAGO, IL 60617-4417
POLICY NUMBER SEE CERTIFICATE # 582.1		
CARRIER SEE CERTIFICATE # 582.1	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 582.1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

CONTRACT #COG-2131-EC1-B
PROJECT: VILLAGE OF BARRINGTON - WOOL STREET ELECTRICAL CABINET, BARRINGTON IL
ADDITIONAL INSURED INCLUDES: VILLAGE OF BARRINGTON, TOGETHER WITH ITS ELECTED OFFICIALS, OFFICERS, TRUSTEES, EMPLOYEES, AGENTS, AND VOLUNTEERS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY
CONTRACTUAL LIABILITY COVERAGE FOR LIABILITY FOR DAMAGES ASSUMED IN A CONTRACT OR AGREEMENT THAT IS AN "INSURED CONTRACT" IS PROVIDED PER THE CG 00 01, COMMERCIAL GENERAL LIABILITY COVERAGE FORM.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY.
INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.
GENERAL LIABILITY CONTAINS A WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC ENDORSEMENT
FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM, __ DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

© Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   b. Supervisory, inspection, architectural or engineering activities.

   This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

© Insurance Services Office, Inc., 2018

2. "Bodily injury" or "property damage" occurring after:
   a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
   b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

© Insurance Services Office, Inc., 2018

AIA® Document A312™ - 2010

Performance Bond

Bond# 268017624

CONTRACTOR:
(Name, legal status and address)
Sharlen Electric Company
9101 S. Baltimore Avenue
Chicago, IL 60617

SURETY:
(Name, legal status and principal place of business)
Liberty Mutual Insurance Company: Massachusetts Corporation
175 Berkeley Street
Boston, MA 02116

OWNER:
(Name, legal status and address)
Village of Barrington
200 South Hough Street
Barrington, IL 60010-4322

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT
Date: March 29, 2024

Amount: $42,231.28

Description:
(Name and location)
Contract No.: COG-2131-EC1-B Public Parking Lot 18 Lighting

BOND
Date: May 2, 2024
(Not earlier than Construction Contract Date)

Amount: $42,231.28

Modifications to this Bond: ☑ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Sharlen Electric Company

Signature:
Name and Title:

SURETY
Company: *(Corporate Seal)*
Liberty Mutual Insurance Company

Signature:
Name and Title: Christine Eitel, Attorney In Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY - Name, address and telephone)
AGENT or BROKER:

DS&P Insurance Services, Inc.
1900 E. Golf Road, Suite 650
Schaumburg, IL 60173
(847) 934-6100

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party)

GASAWAY DISTRIBUTORS INC.

Bonds for
Lot 24
Ordinance # 2024-4397

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1,5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

CAUTION: You should sign an original A1A Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA® Document A312™ - 2010

Payment Bond

Bond# 268017624

CONTRACTOR:
(Name, legal status and address)
Sharlen Electric Company
9101 S. Baltimore Avenue
Chicago, IL 60617

SURETY:
(Name, legal status and principal place of business)
Liberty Mutual Insurance Company: Massachusetts Corporation
175 Berkeley Street
Boston, MA 02116

OWNER:
(Name, legal status and address)
Village of Barrington
200 South Hough Street
Barrington, IL 60010-4322

This document has important legal consequences. Consultation with An attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT
Date: March 29, 2024

Amount: $42,231.28

Description:
(Name and location)
Contract No.: COG-2131-EC1-B Public Parking Lot 18 Lighting

BOND
Date: May 2, 2024
(Not earlier than Construction Contract Date)

Amount: $42,231.28

Modifications to this Bond: ☑ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Sharlen Electric Company

Signature: _____
Name and Title:

SURETY
Company: *(Corporate Seal)*
Liberty Mutual Insurance Company

Signature: _____
Name and Title: Christine Eitel, Attorney In Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY - Name, address and telephone)
AGENT or BROKER:

DS&P Insurance Services, Inc.
1900 E. Golf Road, Suite 650
Schaumburg, IL 60173
(847) 934-6100

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves,, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond. ,

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- **.1** the name of the Claimant;
- **.2** the name of the person for whom the labor was done, or materials or equipment furnished;
- **.3** a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- **.4** a brief description of the labor, materials or equipment furnished;
- **.5** the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- **.6** the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- **.7** the total amount of previous payments received by the Claimant; and
- **.8** the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Surety Company Acknowledgement

STATE OF **ILLINOIS**
COUNTY OF **COOK** SS:

On this 2nd day of May, 2024 before me personally appeared Christine Eitel, to me known, who, being by me duly sworn, did depose and say: that (s)he resides at **Schaumburg, Illinois**, that (s)he is the **Attorney in Fact** of Liberty Mutual Insurance Company, the corporation described in and which executed the annexed instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

Samantha Bradtke
Notary Public in and for the above County and State

My Commission Expires: **06/23/25**

OFFICIAL SEAL
SAMANTHA BRADTKE
Notary Public - State of Illinois
My Commission Expires June 23, 2025

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8200899-972308**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Sherene L. Hemler, Kirk Liskiewitz, James L. Sulkowski, Lucianne Bischoff, Samantha Bradtke, Carol A. Dougherty, Christine Eitel, Courtney A. Flaska, Meredith H. Mielke, J. S. Pohl, Mike Pohl, Robert B. Schutz, Brien Spoden

all of the city of Schaumburg state of Illinois each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of April, 2019.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 10th day of April, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of May, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.