ORDINANCE NO. 2024-4447

ORDINANCE APPROVING AND AUTHORIZING A FIVE-YEAR EXTENSION OF AN AGREEMENT BETWEEN THE VILLAGE OF BARRINGTON AND THE FLOCK GROUP, INC. FOR THE PROVISION OF PROFESSIONAL SERVICES RELATED TO THE EXISTING AUTOMATIC LICENSE PLATE READING CAMERA SYSTEM PREVIOUSLY INSTALLED WITHIN THE VILLAGE BY THE FLOCK GROUP

WHEREAS, the Village of Barrington, Cook and Lake Counties, Illinois (hereinafter, the "Village") previously entered into a Government Agency Agreement and related Services Agreement Order Form (the "2023 Contract Documents") with the Flock Group, Inc., 1170 Howell Mill Road, Suite 210, Atlanta, GA 30318 (the "Flock Group") for the Village's purchase of eight (8) automatic license plate reading cameras and related professional services, licensed and/or proprietary software, hardware, training, and on-going support for situational awareness solutions for said license plate reading system installed within the Village by the Flock Group, which includes video and audio detection through the use of the Flock Group's technology platform and the capturing of audio, video, image, and recording and related services, and a subscription for support services for such system for a two (2) year period pursuant to Village of Barrington Ordinance No. 2023-4249, which Ordinance was passed by the Corporate Authorities of the Village on February 13, 2023; and

WHEREAS, the Corporate Authorities of the Village have determined that it is necessary, appropriate, and in the best interests of the Village and its residents to approve and authorize the execution of an Order Form for a five (5) year extension of the aforesaid subscription support services currently being provided to the Village by the Flock Group pursuant to the aforesaid 2023 Government Agency Agreement and related Services Agreement Order Form for the existing license plate reading system consisting of eight (8) cameras and other related equipment previously installed within the Village by the Flock Group for an additional five (5) year term beginning _____, 2025; and

WHEREAS, the Village received from the Flock Group, Inc. a proposed Order Form for the renewal of the aforesaid subscription support services currently being provided by the Flock Group for the existing automatic license plate reading system consisting of eight (8) cameras and related equipment at an annual not-to-exceed subscription renewal cost of $26,500.00 per year, for a total subscription renewal cost for a five (5) year period of $132,500.00; and

WHEREAS, the Corporate Authorities of the Village have determined that it is in the best interests of the Village and its residents to approve and execute the Order Form between the Village and the Flock Group, Inc. for a five (5) year extension of the subscription support services currently being provided by the Flock Group for the eight (8) existing cameras installed in the Village by the Flock Group as set forth in the Order Form, as well as a related Addendum to Agreement:

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 its authority as a Home Rule unit, as follows:

SECTION 1: That the Corporate Authorities of the Village find that the facts as stated in the preamble hereof are true and correct and are incorporated herein by reference as if fully set forth.

SECTION 2: That the Corporate Authorities of the Village hereby approve the Order Form submitted to the Village by the Flock Group for the extension of the provision of the subscription support services currently being provided by the Flock Group for the existing eight (8) camera license plate reading system installed in the Village by the Flock Group and a related Addendum to Agreement, in substantially the forms which are attached hereto as Group Exhibit A and thereby made a part hereof, as well as the Flock Safety Government Agency Agreement (the "2024 Contract Documents"), for an additional subscription term of sixty (60) months for the subscription support services currently being provided to the Village by the Flock Group at a not-to-exceed cost of $26,500.00 per month, for a total cost of $132,500.00 over a five (5) year period. Pursuant to Section 1-6A-6 of the Barrington Village Code, the Corporate Authorities hereby waive any and all requirements for competitive bidding or alternative proposals as may otherwise be required by law or by ordinance with respect to the agreement with the Flock Group and the Services to be provided to the Village.

SECTION 3: The Village President is hereby authorized to execute the 2024 Contract Documents, and the Village Clerk is hereby authorized to attest thereto and deliver to the Flock Group, Inc. of Atlanta, Georgia, an executed copy of the 2024 Contract Documents, which shall all be substantially in the form attached hereto as Group Exhibit A, and to otherwise take all the necessary and appropriate actions in order to commence and complete the extension of the aforesaid subscription support services to be provided to the Village by the Flock Group for an additional term of five (5) years, including but not limited to the execution and delivery of any other documents related thereto, in order to accomplish the purposes and intent of the 2024 Contract Documents.

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

PASSED THIS 14 DAY OF October, 2024, BY ROLL CALL VOTE AS FOLLOWS:

AYES: Trustees Lehmeyer, Sholeen, Wondrasek, Duncan, Moran, Priegge and President Darch

NAYS: NONE

ABSENT: NONE

ABSTAIN: NONE

RECUSE: NONE

APPROVED THIS 14 OF October, 2024

Karen Y. Darch

Karen Darch, Village President

ATTESTED AND FILED THIS 14 DAY OF October, 2024

Tony Ciganek

Tony Ciganek, Village Clerk

Village of Barrington CORPORATE SEAL Cook & Lake Counties, IL

(SEAL)

GROUP EXHIBIT A

Exhibit A-1: The Flock Group "Order Form";
Exhibit A-2: Addendum to Agreement between the Village and the Flock Group, Inc.; and
Exhibit A-3: Flock Group Government Agency Agreement

ADDENDUM TO AGREEMENT BETWEEN THE VILLAGE OF BARRINGTON AND THE FLOCK GROUP, INC. OF ATLANTA GEORGIA

(RE: EXTENSION OF SUBSCRIPTION FOR SUPPORT SERVICES FOR LICENSE PLATE READING SYSTEM)

THIS ADDENDUM TO AGREEMENT (hereinafter, the "Addendum" or "Addendum to Agreement") is made this 14 day of October, 2024, by and between the Village of Barrington (hereinafter referred to as "Village") and the Flock Group, Inc., 1170 Howell Mill Road N.W., Suite 210, Atlanta, Georgia 30318 (hereinafter, "Flock" or the "Contractor/Vendor") (collectively, the Village and the Flock are sometimes referred to herein as the "Parties") and is and shall be part of the Contract Documents between the Village and the Flock for the extension of subscription support services for the Village's existing license plate camera reading system purchased from and installed by the Flock within the Village.

The Parties hereby acknowledge, understand, and agree that pursuant to the "Flock Safety Government Agency Agreement" as amended by the 2023 Addendum, and the related Services Agreement Order Form previously entered into by the Village and the Flock Group, Inc., all as set forth in Village of Barrington Ordinance No. 2023-4249, Flock provided to the Village a license plate camera reading system, which currently consists of eight (8) cameras and other related hardware, software, and equipment (the "System"), as well as professional services in the nature of subscription support services for said System which was installed by Flock and utilized by the Village.

The Parties have agreed to extend the term of the subscription support services for said existing license plate camera reading system for an additional five (5) year term beginning _____, 2025 as set forth in the Order Form submitted by the Flock Group, Inc., a copy of which is attached hereto as Exhibit A and thereby made a part hereof, at an annual not-to-exceed subscription renewal cost of $26,500.00 per year for a five (5) year period, for a total subscription renewal cost of $132,500.00. T

This Addendum to Agreement shall constitute part of the Contract Documents between the Parties for the existing 8-camera license plate reading system, including the original "Flock Safety Government Agency Agreement" as amended by the 2023 Addendum, and the original Services Agreement Order Form previously entered into by the parties (the "Original Contract Documents"), all of which shall remain in full force and effect, and except with regard to any inconsistency between this Addendum and the Original Contract Documents, the "Flock Safety Government Agency Agreement" shall control with respect to the professional services and licensed and/or proprietary software and hardware provided and the Services to be performed, and in all other respects, this Addendum shall prevail and control.

WITNESSETH:

The Parties hereby agree that the Contract Documents shall be and are hereby amended to provide as follows:

1. Village's Compliance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.) (the "Act). Notwithstanding any provisions of the Flock Agreement to the contrary, Flock Group and the Village understand, acknowledge and agree that the Village complies with the Act, which states that any bills approved by the Village for payment shall be paid within thirty (30) days after date of approval of the invoice, and therefore, Flock shall be paid by the Village for the Services pursuant to the terms of the Act, and that this provision shall supersede and control over any provisions of the Flock Agreement. 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.

2. 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 Addendum; and
   B. The "Flock Safety Government Agency Agreement", as amended by the 2023 Addendum to Agreement, between Flock and the Village, the Flock "Services Agreement Order Form" which is part of said Agreement, and the 2024 Flock Order Form

3. 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 Contract and all other Contract Documents shall be construed, interpreted, and governed in accordance with the laws of the State of Illinois.

4. 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.

5. 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).

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

7. Permits and Licenses: Flock shall obtain and provide, at its own expense, all hardware and software licenses which may be required to perform and complete the Services as contemplated by the Contract Documents.

8. 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/Vendor's Services provided pursuant to this Contract shall be reported to the Village and resolved by the Contractor/Vendor and/or its agent in a timely manner.

   B. Within three (3) business days after receipt by Contractor/Vendor of an initial written or verbal notice of any such incident, claim, or complaint, the Contractor/Vendor 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/Vendor's officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Contractor/Vendor and/or by the Contractor/Vendor's insurer or agent.

   C. Within ten (10) business days after the Contractor/Vendor'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/Vendor 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/Vendor 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/Vendor 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/Vendor not less than monthly until such incident, claim, or complaint is fully resolved.

E. The Contractor/Vendor 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/Vendor receives its initial verbal or written notice of such incident, claim, or complaint.

9. Insurance:

A. Prior to Commencement of Services:

(i) Prior to commencement of any Services under the Contract Documents, Contractor/Vendor 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/Vendor. Contractor/Vendor shall not start the Services under the related Contract until Contractor/Vendor has obtained all insurance required under this Paragraph 9, 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 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.

B. Insurance Required: The Contractor/Vendor 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 Services 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 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 Services, including activities performed by or on behalf of the Contractor/Vendor; products and completed operations of the Contractor/Vendor; premises owned, leased or used by the Contractor/Vendor, or automobiles owned, leased, hired or borrowed by the Contractor/Vendor. The coverage shall contain no special limitations on the

scope of protection afforded to the Village of Barrington and its officers, officials, employees, agents and/or volunteers.

(c) The Contractor/Vendor's insurance coverage shall be primary and non-contributory as respects the Village of Barrington and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Barrington and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Contractor/Vendor'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 officers, officials, employees, agents and/or its volunteers.

(e) The Contractor/Vendor's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Contractor/Vendor'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/Vendor shall be required to name the "Village of Barrington, and its 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/Vendor 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 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) 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.

(iii) 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 $500,000 per accident. The insurer shall agree to waive all rights of subrogation against the "Village of Barrington, its officers, officials, employees, agents and volunteers" for losses arising from Services performed by the Contractor/Vendor for the Village.

(iv) Umbrella Policy: If the general aggregate limit for Commercial General Liability coverage provided is less than $2,000,000, pursuant to Section 11(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 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 Services by Contractor/Vendor 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/Vendor 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/Vendor shall furnish the Village of Barrington with certificates of insurance naming the "Village of Barrington, its 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 Services commence. 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.

G. Subcontractors: Contractor/Vendor 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/Vendor assumes liability for all injury to or death of any person or persons including employees of the Contractor/Vendor, 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 Services 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/Vendor to be maintained by the Village.

J. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Contractor/Vendor shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Contractor/Vendor 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 Services to commence by the Contractor/Vendor 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/Vendor 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/Vendor and all subcontractors of any tier stating that all the required insurance is in force. The Contractor/Vendor agrees that the obligation to provide the insurance required by this Addendum to 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/Vendor shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Services contemplated herein and also requiring that every subcontractor incorporate this Paragraph into every sub-subcontract it enters into relative to the Services contemplated herein.

L. Liability of Contractor/Vendor and Subcontractor is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Addendum to Agreement or any Contract Documents is to be construed as limiting the liability of the Contractor/Vendor 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/Vendor, or any subcontractor's interest or liabilities, but are merely required minimums. The obligation of the Contractor/Vendor 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/Vendor or any subcontractor's insurance.

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

N. Updated Proof Required: The Contractor/Vendor 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/Vendor 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 10, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

10. 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 claims, actual and/or alleged claims of copyright violation(s) and/or patent violation(s) 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 Services 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 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.

C. The provisions of this Paragraph 10 shall survive any termination of the Contract.

11. No Conflicts of Interest: The Contractor/Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor/Vendor, 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/Vendor, 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.

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 Services. 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: the Illinois Freedom of Information Act, 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. Notwithstanding the foregoing provisions of this Paragraph 13, Flock shall cooperate with and assist the Village as reasonably necessary in the Village's compliance with the Illinois Freedom of Information Act.

13. Equal Employment Opportunity: The Contractor/Vendor shall be required to comply with the President's Executive Order No. 11246, as amended. The requirements for Bidders and Contractors under this order are explained in 41 CFR 60-4. The Contractor/Vendor shall also comply with the Illinois Human Rights Act. The Contractor/Vendor shall fully comply with all applicable provisions of the Illinois Human Rights Act.

14. Certifications: By the execution of this Addendum to Agreement, 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 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 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 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).

15. 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 Services under this Contract, if such Act is applicable, and, in such event, the more restrictive (i.e., higher) prevailing wage requirements shall be applicable.

16. Project Documentation: Upon execution of this Addendum to Agreement 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 the Services provided by Flock, 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 Services 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.

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 Services referred to above and/or which is the subject of this Addendum to Agreement and the related Contract Documents 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. Village Confidential Information:
    A. Contractor/Vendor 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 18 shall survive any termination of the Contract.

19. Permitted Hours of Work: All construction activity is limited to an eight (8) hour period from 8:30 A.M. until 4:30 P.M. on weekdays. Saturday work is permitted after 8:00 A.M. until 5:00 P.M., provided that the Contractor/Vendor has made prior arrangements with representatives of the Village. No work shall occur on Sundays or Holidays.

20. Restoration of Site: The Contractor/Vendor shall be obligated to remove all debris from the site of the Services provided by Flock at the Contractor's/Vendor's expense and restore the site to its pre-existing condition.

21. Right to Alter Plans and Scope Reserved: The Village reserves the right to alter the plans, extend or shorten the improvements, add to the Services as may be necessary, and increase or decrease the scope and/or

quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in its entirety for any reason.

22. 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 to Agreement and the related Contract Documents.

23. Advertisement: The Contractor/Vendor 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.

24. 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 to Agreement or the related Contract Documents are hereby incorporated and made part thereof.

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

26. 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.

27. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing the Contract Documents, and 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.

28. 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.

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

30. Entire Agreement: The Contract Documents (including this Addendum to Agreement, the Government Agency Agreement, and the Services Agreement Order Form which is part thereof) signed by both 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 Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original.

CONTRACTOR/VENDOR
THE FLOCK GROUP, INC.

By: _____
[Print Name] _____
Its _____ and Authorized Agent

VILLAGE OF BARRINGTON

By: _____
Karen Darch, Village President

ATTEST: _____
Tony Ciganek, Village Clerk

GROUP EXHIBIT A

(1) Flock Safety Government Agency Agreement, and
(2) Flock Order Form