ORDINANCE NO. 2025- 4501

ORDINANCE APPROVING AND AUTHORIZING THE AWARD OF A CONTRACT TO SHARLEN ELECTRIC COMPANY FOR THE PURCHASE AND INSTALLATION OF AN ELECTRICAL TRANSFER SWITCH AT THE PUBLIC WORKS FACILITY

WHEREAS, the Village of Barrington Public Works Facility located at 300 N. Raymond Avenue, Barrington, IL (the "Facility") does not have a back-up generator, and when that Facility loses power, all building functions become inoperable, including but not limited to the Facility's communications, garage door functions, and the ability to dispense gas or diesel fuel; and

WHEREAS, the Village's Department of Public Works has in its inventory a new 38-kilowatt generator that is not in use at this time, and the Corporate Authorities of the Village of Barrington (the "Village") have determined that, in consideration of the aging ComEd infrastructure surrounding the Facility, the more cost-effective approach to alleviating the circumstances now experienced at the Facility during a power outage would be to provide for the installation of an electrical transfer switch inside of the Village's Public Works Facility which would enable the Village's Department of Public Works to operate the 38-kilowatt generator to provide enough power to the Facility in order to operate the essential functions of the Facility during a power outage; and

WHEREAS, Village's Department of Public Works 2025 budget included a provision of $30,000.00 for such an expense, and the Village, through the Cooperative Council of Governments ("COG") Cooperative Purchasing Group/Equalis, requested and received from Sharlen Electric Company, 9101 South Baltimore Avenue, Chicago, IL 60617, an electrical contractor which is a member of said cooperative purchasing group (Contract No. COG-2131-EC1-B), Work Order No. 134838.00 which provides for the supply and installation of a new 3-phase automatic transfer switch and related equipment, as well as the installation of the related conduit and wiring for the connection of the Facility's equipment to a complete backup system, and such other work and equipment as more specifically set forth on the subject Work Order and other related contract documents which include a Detailed Scope of Work dated October 30, 2024 and Contractor Price Proposal Summaries and Details, in order to operate the subject generator (the "Project") for the not-to-exceed contract price of $31,225.02 (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, including a related Addendum to Contract, at the not-to-exceed contract price of $31,225.02:

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 (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, copies of which are attached hereto as part of Group Exhibit A and thereby made a part hereof, for the installation of a new 3-phase automatic transfer switch and related equipment within the Village's Public Works Facility and other related equipment and work (the "Project") for the not-to-exceed contract price of $31,225.02, 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 related COG/Equalis Contract Documents for the Project 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, 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 $31,225.02, 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 24 DAY OF FEBRUARY, 2025, BY ROLL CALL VOTE AS FOLLOWS:

AYES: Trustees Lehmeyer, Shdeed, Duncan, Moran, Prigge and President Darch

NAYS: NONE

ABSENT: Trustee Wordreask

RECUSE: NONE

APPROVED THIS 24 OF FEBRUARY, 2025

Karen Darch, Village President

ATTESTED AND FILED THIS 24 DAY OF FEBRUARY, 2025

Tony Ciganek, Village Clerk

(SEAL)

GROUP EXHIBIT A

CONTRACT DOCUMENTS

(1) Addendum to Contract

(2) The Sharlen Electric Contract consisting of: Work Order Signature Document #134838.00, which includes the Detailed Scope of Work, the Contractor Price Proposal Summaries-CSI, and the Contractor Price Proposal Details-CSI dated October 30, 2024

ADDENDUM TO CONTRACT
BETWEEN THE VILLAGE OF BARRINGTON AND
SHARLEN ELECTRIC COMPANY

Re: Supply and Installation of Transfer Switch at Village of Barrington Public Works Facility

This Addendum to Contract ("Addendum") dated February 11, 2025 shall constitute an integral part of the contract with SHARLEN ELECTRIC COMPANY, 9101 South Baltimore Avenue, Chicago, IL 60617 ("Contractor/Vendor" or "Sharlen Electric") through the Cooperative Council of Governments ("COG") Cooperative Purchasing Group/Equalis for Contract No. COG-2131-EC1-B, 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 supply and installation by the Contractor/Vendor of a new 3-phase automatic transfer switch and related equipment within the Village of Barrington Public Works Facility located at 300 N. Raymond Avenue, Barrington, IL for the installation of the related conduit and wiring for the connection to and operation of a 38-kilowatt generator owned by and supplied by the Village, including but not limited to the supply by the Contractor/Vendor of such other equipment and the performance of such other related work as more specifically set forth on the COG/Sharlen Electric Work Order No. 134838.00 and related Contract Documents which include a Detailed Scope of Work dated October 30, 2024 and Contractor Price Proposal Summaries and Details (the "Project") for the not-to-exceed contract price of $31,225.02 (hereinafter referred to as "Project", thc "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: Work Order Signature Document #134838.00, which includes the Detailed Scope of Work, the Contractor Price Proposal Summaries-CSI, and the Contractor Price Proposal Details-CSI dated October 30, 2024

(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 $31,225.02 (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: Work Order Signature Document #134838.00, which includes the Detailed Scope of Work, the Contractor Price Proposal Summaries-CSI, and the Contractor Price Proposal Details-CSI dated October 30, 2024

   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 March 1, 2025 (hereinafter the "Commencement Date"), and shall be completed no later than July 31, 2025 (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. Prevailing Wage Act Notice [Check box that applies]:

☐ The Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) does not apply to this Contract.

☒ The Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) does apply to this Contract.

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

14. 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).

15. 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.

16. 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".

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

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

29. 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 Y Darch (JKC)
Karen Darch, Village President

ATTEST: Tony Ciganek
Tony Ciganek, Village Clerk

GROUP EXHIBIT A

The Sharlen Electric Contract consisting of: Work Order Signature Document #134838.00, which includes the Detailed Scope of Work, the Contractor Price Proposal Summaries-CSI, and the Contractor Price Proposal Details-CSI dated October 30, 2024

Work Order Signature Document

Contract No.:COG-2131-EC1-B

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

Work Order #:	134838.00	Work Order Date:	
Owner PO No:			
Title:	Village of Barrington - Public Works Transfer Switch		
Owner Name:	EQUALIS GROUP, ILLINOIS - Village of Barrington	Contractor Name:	Sharlen Electric Company
Contact:	Andrew Thickpenny	Contact:	Jim Cullen
Phone:	8473043369	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 a transfer switch in order to operate a mobile generator to power necessary functions of the building.

Work Order Firm Fixed Price: $31,225.02

Owner Purchase Order Number:

Approvals

Karen Y Dauch 2/24/2025

Owner Date

Contractor Date

Detailed Scope of Work

Date:	10/30/2024
Work Order #:	134838.00
Title:	Village of Barrington - Public Works Transfer Switch
Contractor:	Sharlen Electric Company
Contractor Number:	COG-2131-EC1-B
Job Order Value:	$31,225.02

Location: Village of Barrington - Public Works Transfer Switch

Brief Scope:

Provide a transfer switch in order to operate a mobile generator to power necessary functions of the building.

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.

DSOW 10-26-24

Village of Berrington
Public Works Building
300 Raymond Ave
Barrington, IL 60010

Re: Public Works Tap Box

1. Supply and install a new 200a 120/240v 3-phase automatic transfer switch.
2. Supply and install a new 120/240 3-phase generator tap box on the exterior of the building for the owner-supplied portable generator.
3. Install a new 200a 120/240v 3-phase distribution panel next to the existing main panel. Connect the feed for panel LP-1 to the new panel.
4. Connect the feed for an overhead door to the new panel. Provide cables from the generator to the tap box.
5. Install all conduit and wiring for a complete backup system

The following are excluded in the price above:

- Comed coordination and fees
- Fire alarm work including raceway, none shown on plans.
- Permit
- LEED requirements.
- Sharlen shall not be held liable for errors or omissions in designs, nor inadequacies of materials and equipment specified or supplied by others.
- Equipment and materials supplied by the contractor are warranted only to the extent that the manufacturer warrants the same.
- All bonding and/or special insurance requirements are supplied at additional cost.
- Overtime.
- Pedestrian or vehicular traffic control.
- Existing electrical code violations.
- Electrical work specified as being provided by other sections of the specifications and not included specifically under division 16 or 26.

Our price is based upon normal working hours, namely between 7:00 AM and 3:30 PM.

Contractor Price Proposal Summaries - CSI

Date: 10/30/2024

Work Order #: 134838.00

Title: Village of Barrington - Public Works Transfer Switch

Contractor: Sharlen Electric Company

Contractor Number: COG-2131-EC1-B

Job Order Value: $31,225.02

Proposal Name: Village of Barrington - Public Works Transfer Switch

Proposal Value: $31,225.02

To: Andrew Thickpenny
EQUALIS GROUP, ILLINOIS - Village of Barrington
200 S Hough St
Barrington, IL 60010

From: Contractor Project Manager

CSI Section	LineTotal
01 - General Requirements	$1,363.62
05 - Metals	$1,915.45
26 - Electrical	$27,945.95
Grand Total:	**$31,225.02**

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: 10/30/2024

Work Order #: 134838.00

Title: Village of Barrington - Public Works Transfer Switch

Contractor: Sharlen Electric Company

Contractor Number: COG-2131-EC1-B

Job Order Value: $31,225.02

Proposal Name: Village of Barrington - Public Works Transfer Switch

Proposal Value: $31,225.02

	CSI Number	Mod	UOM	Description	LineTotal
01 - General Requirements					
1	01 22 23 00-0787		MO	50', 4/0 Cable With Camlock Ends For Generator Set	$1,363.62
				Qty Unit Price Factor Total	
				Installation 12.000 X $99.68 X 1.1400 $1,363.62	
				Contractor Notes: *Purchase 4 genset cables*	
				Subtotal for 01 - General Requirements:	**$1,363.62**
05 - Metals					
2	05 43 00 00-0005		LF	1-5/8" Wide x 13/16" High, 12 Gauge, Steel Unistrut Channel	$890.34
				Qty Unit Price Factor Total	
				Installation 50.000 X $15.62 X 1.1400 $890.34	
				Contractor Notes: *mounting panel, ATS and tap box*	
3	05 43 00 00-0005	0177	MOD	For Galvanizing, Add	$91.77
				Qty Unit Price Factor Total	
				Installation 50.000 X $1.61 X 1.1400 $91.77	
4	05 43 00 00-0022		EA	1/2-13, Steel Lock Nut With Spring For Unistrut Channel	$246.01
				Qty Unit Price Factor Total	
				Installation 20.000 X $10.79 X 1.1400 $246.01	
				Contractor Notes: *mounting panel, ATS and tap bo*	
5	05 43 00 00-0058		EA	6" x 6", 3-1/2" Height, Double Post, Steel Base For Unistrut Channel	$687.33
				Qty Unit Price Factor Total	
				Installation 4.000 X $150.73 X 1.1400 $687.33	
				Contractor Notes: *mounting panel, ATS and tap bo*	
				Subtotal for 05 - Metals:	**$1,915.45**
26 - Electrical					
6	26 01 20 91-0002		EA	Lock Out/Tag Out Local DisconnectExcludes tag or padlock See CSI section 26 01 20 91-0004 for padlock, 26 01 20 91-0005 for tag (s).	$243.73

	CSI Number	Mod	UOM	Description					LineTotal
26 - Electrical									
					Qty		Unit Price	Factor	Total
				Installation	5.000	X	$42.76	X 1.1400	$243.73
				Contractor Notes: *mounting panel, ATS and tap bo*					
7	26 01 20 91-0007		EA	Motors, Diconnects And Other Single Source Devices, Existing Circuit Tracing Per Device					$140.85
					Qty		Unit Price	Factor	Total
				Installation	5.000	X	$24.71	X 1.1400	$140.85
				Contractor Notes: *Trace out existing circuits*					
8	26 05 19 16-0014		MLF	#12 AWG, Type THHN-THWN, 600 Volt, Copper, Single Solid Cable, Installed In Conduit					$93.30
					Qty		Unit Price	Factor	Total
				Installation	0.100	X	$818.43	X 1.1400	$93.30
				Contractor Notes: *power for garage doors*					
9	26 05 19 16-0290		MLF	4/0 AWG, Type THHN-THWN, 600 Volt, Copper, Single Stranded Cable, Installed In Conduit					$1,857.67
					Qty		Unit Price	Factor	Total
				Installation	0.200	X	$8,147.68	X 1.1400	$1,857.67
				Contractor Notes: *feeder cabling for tap box and new 225 amp distribution panel*					
10	26 05 33 13-0378		EA	2-1/2" Rigid Galvanized Steel (RGS) Water Tight Conduit Hubs					$162.36
					Qty		Unit Price	Factor	Total
				Installation	2.000	X	$71.21	X 1.1400	$162.36
				Contractor Notes: *tie in transfer switch to tap box*					
11	26 05 33 13-0378	0286	MOD	For Personal Protective Equipment (Arc Flash) When Working On Energized Equipment, Add					$37.05
					Qty		Unit Price	Factor	Total
				Installation	2.000	X	$16.25	X 1.1400	$37.05
12	26 05 33 13-0378	0417	MOD	For Work In Restricted Working Space, Add					$37.05
					Qty		Unit Price	Factor	Total
				Installation	2.000	X	$16.25	X 1.1400	$37.05
13	26 24 13 00-0028		EA	125 To 225 Amperes, 240 Volt, MC Branch Breaker					$1,780.34
					Qty		Unit Price	Factor	Total
				Installation	1.000	X	$1,457.95	X 1.1400	$1,662.06
				Demolition	1.000	X	103.75	X 1.1400	$118.28
				Contractor Notes: *Breaker for LP-1*					
14	26 24 16 00-0080		EA	225 Ampere Rating, 120/208 Volt, 4 Wire, 3 Phase, >100 To 225 Ampere Main Breaker, 42 Circuit Capacity Assembled Panelboard With Thirty-Four 20 Ampere Breakers					$6,400.79
					Qty		Unit Price	Factor	Total
				Installation	1.000	X	$5,614.73	X 1.1400	$6,400.79
				Contractor Notes: *new distribution for tap box*					
15	26 24 16 00-0080	0223	MOD	For NEMA 3R Panelboard, Add					$2,271.75

	CSI Number	Mod	UOM	Description					LineTotal
26 - Electrical									
					Qty		Unit Price	Factor	Total
				Installation	1.000	X	$1,992.76	X 1.1400	$2,271.75
16	26 25 13 00-0035		EA	225 Amperes Cable Tap Box 277/480 Volt, 3 Phase, 4 Wire					$2,643.51
					Qty		Unit Price	Factor	Total
				Installation	1.000	X	$2,318.87	X 1.1400	$2,643.51
		Contractor Notes:		*exterior mount tap in box*					
17	26 36 23 00-0013		EA	225 Amperes, Automatic Transfer Switch, 3 Pole Circuit Breaker, NEMA 1 Enclosure (Cummins OTPC225)					$10,756.06
					Qty		Unit Price	Factor	Total
				Installation	1.000	X	$9,435.14	X 1.1400	$10,756.06
		Contractor Notes:		*ATS switch for generator installation*					
18	26 36 23 00-0013	0173	MOD	For Level 2 Controller, Add					$0.00
					Qty		Unit Price	Factor	Total
				Installation	0.000	X	$646.47	X 1.1400	$0.00
19	26 36 23 00-0013	0174	MOD	For Level 3 Controller, Add					$1,521.49
					Qty		Unit Price	Factor	Total
				Installation	1.000	X	$1,334.64	X 1.1400	$1,521.49
								Subtotal for 26 - Electrical:	**$27,945.95**
								Grand Total:	**$31,225.02**

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

FEDERATED INSURANCE®

Dear Policyholder,

Thank you for choosing Federated Insurance to handle your insurance and risk management needs. The attached certificate document(s) have been issued or updated.

Please feel free to contact us with any additional changes, additions or deletions that may be needed by contacting the Federated Client Contact Center at:

E-mail: clientcontactcenter@fedins.com
Phone: 1-888-333-4949
Fax: 507-446-4664

Thank you for your business!

Client Contact Center

Enclosed:
Certificate Document(s)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/24/2025

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 SHARLEN ELECTRIC CO. 9101 S BALTIMORE AVE CHICAGO, IL 60617-4417	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 710** **REVISION NUMBER: 0**

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	N	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	Y	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	Y	N	1888752	03/01/2024	03/01/2025	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) 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	CANCELLATION
VILLAGE OF BARRINGTON 200 S HOUGH ST BARRINGTON, IL 60010-4322 710 0	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 Nicholas R. Tower

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AGENCY CUSTOMER ID: _____

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 # 710.0		
CARRIER SEE CERTIFICATE # 710.0	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 710.0

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

SECONDARY POLICY(S)
Business Auto Y N 1888750 03/01/2024 03/01/2025 COMB SINGLE LIM-EA ACC $1,000,000

VILLAGE PUBLIC WORKS, 300 RAYMOND AVE, BARRINGTON, IL
SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY, ADDITIONAL INSUREDS INCLUDES VILLAGE OF BARRINGTON TOGETHER WITH ITS ELECTED AND APPOINTED OFFICIALS OFFICERS, TRUSTEES, EMPLOYEES, AGENTS, AND VOLUNTEERS.
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.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - COMPLETED OPERATIONS ENDORSEMENT.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESS AUTO LIABILITY.
INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE SUBJECT TO THE CONDITIONS OF THE PRIMARY AND NONCONTRIBUTORY CLAUSE- OTHER INSURANCE CONDITION.
INSURANCE PROVIDED BY THE BUSINESS AUTO LIABILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE SUBJECT TO THE CONDITIONS OF THE PRIMARY AND NONCONTRIBUTORY CLAUSE- OTHER INSURANCE CONDITION.
COMMERCIAL UMBRELLA FOLLOWS FORM ACCORDING TO THE TERMS, CONDITIONS, AND ENDORSEMENTS FOUND IN THE COMMERCIAL UMBRELLA POLICY.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "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 such "insured"

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "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 such "insured"

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement

A WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include:
Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage "auto" liability insurance arising out of operation of a covered "auto" with your permission However, this additional insurance does not apply to:

(1) The owner or anyone else from whom you hire or borrow a covered "auto" This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own

(2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household

(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours

(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto"

(5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household

B The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached

In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance

C The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy

D Additional exclusions The insurance afforded to any person or organization as an insured under this endorsement does not apply:

1 To "loss" which occurs prior to the date of your contract with such person or organization;

2 To "loss" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement

3 To "loss" for any leased or rented "auto" when the lessor or his or her agent takes possession of the leased or rented "auto" or the policy period ends, whichever occurs first

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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

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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

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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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Village of Barrington 200 S Hough St Barrington, IL 60010	See IL F 40 00116
Information required to complete this Schedule, if not shown above, will be shown in the Declarations	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products completed operations hazard"

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured

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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less

This endorsement shall not increase the applicable limits of insurance

Insured:
Sharlen Electric Co
9101 S Baltimore Ave
Chicago, IL 60617 4417

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IL-F-40-00116 Extension Endorsement

Any coverage provided by this endorsement applies only to 300 Raymond Ave, Barrington, IL for electrical tap box data transfer switch. Subject to the terms and conditions of the policy, Additional Insureds includes Village of Barrington together with its elected and appointed officials officers, trustees, employees, agents, and volunteers.

FEDERATED INSURANCE®

Dear Policyholder,

Thank you for choosing Federated Insurance to handle your insurance and risk management needs. We have issued the enclosed certificate(s) of insurance to the certificate holder(s). Copies have been provided for your files.

Should you have any immediate certificate of insurance service needs, or need to change, add, or delete a certificate issued on your behalf, please contact the Client Contact Center at:

Phone: 1-888-333-4949
Fax: 507-446-4664
E-mail: clientcontactcenter@fedins.com

Thank you for your business!

Client Contact Center

Enclosed:
Certificate(s) of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/24/2025

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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 SHARLEN ELECTRIC CO. 9101 S BALTIMORE AVE CHICAGO, IL 60617-4417	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER: 710** **REVISION NUMBER: 0**

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	N	1888749	03/01/2025	03/01/2026	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	Y	N	1888749	03/01/2025	03/01/2026	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	Y	N	1888752	03/01/2025	03/01/2026	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	03/01/2025	03/01/2026	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	CANCELLATION
VILLAGE OF BARRINGTON 200 S HOUGH ST BARRINGTON, IL 60010-4322 710 0	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 Nicholas R. Lower

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AGENCY CUSTOMER ID: _____

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 # 710.0		
CARRIER SEE CERTIFICATE # 710.0	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 710.0

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

SECONDARY POLICY(S)
Business Auto Y N 1888750 03/01/2025 03/01/2026 COMB SINGLE LIM-EA ACC $1,000,000

VILLAGE PUBLIC WORKS, 300 RAYMOND AVE, BARRINGTON, IL
SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY, ADDITIONAL INSUREDS INCLUDES VILLAGE OF BARRINGTON TOGETHER WITH ITS ELECTED AND APPOINTED OFFICIALS OFFICERS, TRUSTEES, EMPLOYEES, AGENTS, AND VOLUNTEERS.
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.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - COMPLETED OPERATIONS ENDORSEMENT.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESS AUTO LIABILITY.
INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE SUBJECT TO THE CONDITIONS OF THE PRIMARY AND NONCONTRIBUTORY CLAUSE- OTHER INSURANCE CONDITION.
INSURANCE PROVIDED BY THE BUSINESS AUTO LIABILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE SUBJECT TO THE CONDITIONS OF THE PRIMARY AND NONCONTRIBUTORY CLAUSE- OTHER INSURANCE CONDITION.
COMMERCIAL UMBRELLA FOLLOWS FORM ACCORDING TO THE TERMS, CONDITIONS, AND ENDORSEMENTS FOUND IN THE COMMERCIAL UMBRELLA POLICY.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "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 such "insured"

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "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 such "insured"

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement

A WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include:
Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage "auto" liability insurance arising out of operation of a covered "auto" with your permission However, this additional insurance does not apply to:

(1) The owner or anyone else from whom you hire or borrow a covered "auto" This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own

(2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household

(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours

(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto"

(5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household

B The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached

In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance

C The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy

D Additional exclusions The insurance afforded to any person or organization as an insured under this endorsement does not apply:

1 To "loss" which occurs prior to the date of your contract with such person or organization;

2 To "loss" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement

3 To "loss" for any leased or rented "auto" when the lessor or his or her agent takes possession of the leased or rented "auto" or the policy period ends, whichever occurs first

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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

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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

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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

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