This Contract is made and is dated Wednesday, February 25, 2011 by and between:

PBC:

Public Building Commission of Chicago

50 West Washington,

Chicago, Illinois 60602 ("PBC") and

Consultant:

Wiss, Janey, Elstner Associates, Inc.

330 Pfingsten Road Northbrook,IL 60062

for the Services of: Scope of Services attached hereto as Exhibit A.

at the Lump Sum price of: \$5,800.00.

Project:

**COLLINS / NORTH LAWNDALE HIGH SCHOOL** 

Structural Assessment of Pool Deck Structure

- PS1864

**Public Building Commission of Chicago** 

By:

Erin Lavin Cabonard

**Title: Executive Director** 

Date:

Title: Wiss, Janney, Elstner Associates, Inc.

n n

Authorized Representative.

Date:

By:

3-15-

OFFICIAL SEAL

MAUREEN E KOZIOL

Notary Public - State of Illinois

My Commission Expires Nov 16, 2013

1. Performance Standard. The Consultant represents and agrees that the Services performed under this Contract will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field. Consultant shall promptly provide notice to the PBC if it identifies any problem or issue that may affect the performance of its Services or the Project. The Consultant further represents that it will assign at all times during the performance of the Services the number of experienced, appropriately trained employees necessary for the Consultant to perform the Services in the manner required by the Contract.

- 2. Failure to Meet Performance Standards. If the Consultant fails to comply with its obligations under the standards of this Contract, PBC shall provide Consultant with written notice, detailing the nature of the non-conformance and, if commercially reasonable and appropriate given the nature of the non-conformance, the Consultant must perform again, at its own expense, all Services required to be re-performed as a direct result of that failure. If Consultant's re-performance fails to correct non-conformance, Consultant shall credit the PBC with the Fees paid during the then-current term of the Agreement which shall be prorated so that the PBC only receives reimbursement for Fees covering the period during which there was a performance problem.
- 3. Compliance with Laws. In performing under this Contract, all applicable federal, state and local governmental laws, regulations, orders, and other rules of duly constituted authority will be followed and complied with in all respects by the Consultant. The PBC shall comply with all applicable laws concerning the protections and use of personally identifiable information.
- Time Is Of The Essence. Time is of the essence for this Contract.
- **5. Invoices.** Once each month, the Consultant will submit an invoice to the PBC for Services performed during the preceding month. Each invoice must include the Contract and be supported with such reasonable details and data as the PBC may require.
- **6. Compensation of Consultant.** PBC will process payments within thirty (30) days of receiving an acceptable invoice from the Consultant. The PBC's payment for the Services shall not constitute acceptance of the Services or a waiver by the PBC of any term or condition of this Contract.
- 7. No Waivers. Any failure by the PBC to enforce any ovision of this Contract shall not constitute a waiver of the ovision or prejudice the right of the PBC to enforce the ovision at any subsequent time.
- 8. Indemnity. The Consultant shall defend, indemnify and hold the PBC and its commissioners, officers, agents, officials, and employees harmless against any and all claims, demands, suits, losses, costs and expenses (including but not limited to attorneys fees) for personal injury and property damage, arising out of or in connection with the Services provided by Consultant, or any person employed by Consultant, to the maximum extent permitted by law. The Consultant's obligation to defend, indemnify and hold the PBC harmless shall survive the expiration, termination or cancellation of this Contract and shall include the payment of any and all attorney's fees and costs incurred by the PBC in defending any such claim. In order for the indemnification obligations of this Section 8

(Indemnity) to apply, the indemnified parties must promptly provide Consultant with notice in writing of any claim, promptly tender the control of the defense and settlement of any such claim to the Consultant (at the Consultant's expense and with the Consultant's choice of counsel), and cooperate with the Consultant in defending or settling such claim, including but not limited to providing any information or materials necessary for the indemnifying party to perform its obligations.

- **9.** Taxes. PBC is exempt from the payment of (1) Retailers' Occupation Tax, (2) the Service Occupation Tax (state and local), (3) Use taxes; and (4) federal excise taxes. The PBC will deduct any such taxes the Consultant includes in this Contract. The PBC's Illinois Department of Revenue tax exemption number is E9978-1506-05.
- 10. Insurance. The Consultant shall procure and maintain at all times, at Consultant's expense, workers compensation, comprehensive general liability, professional liability and automobile liability insurance, in amounts specified by the PBC, as set forth in Exhibit B, and which name the PBC as an additional insured on a primary, non-contributory basis.
- 11. Independent Contractor. In performing the Services under this Contract, Consultant shall at all times be an independent contractor, and does not and must not act or represent itself as an agent or employee of the PBC.
- 12. Changes to the Services. The PBC may from time to time request changes to the Services or the terms of this Contract. Such changes, including any increase or decrease in the amount of compensation and revisions to the duration of the Services, which are mutually agreed upon by and between the PBC and Consultant, shall be incorporated in a written amendment to this Contract. The PBC shall not be liable for any changes absent such written amendment.
- 13. Ownership of Documents. All forms, records, files, documents, data, and reports prepared by Consultant in performing the Services and all updates and additions thereto ("PBC Data") are PBC's exclusive prepared by the Consultant or any party engaged by the Consultant, in performing the Services and all updates and additions thereto shall be the property of the PBC including copyrights.

During the term of the Contract, Consultant shall store the PBC Data on its own equipment. During the term, PBC shall have the ability to download any or all PBC Data onto its own systems. At the termination of the Contract, Consultant will submit to PBC a written quote for the transfer of any retained PBC data. The quote shall be based upon the requested format and size/quantity of PBC data to be transferred.

**14. Confidentiality.** All of the PBC Data prepared or assembled by the Consultant under this Contract are confidential, and the Consultant agrees that such reports.

information or data shall not be made available to any party without the prior written approval of the PBC. In addition, the Consultant shall not, without the prior written consent of the PBC, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning this Contract, the Project or the Services.

However, if Consultant receives process, including a subpoena, in respect of litigation, a dispute or investigation involving the PBC, that requests or seeks the production of PBC Data or the disclosure of other information concerning the PBC, including information received in the course of performing Services, Consultant, if legally permitted, shall notify and deliver a copy of the process to the PBC at the address for notices agreed upon between the parties, as may be amended from time to time. In such event, the PBC shall assume the response to such process and shall pay the expenses incurred by Consultant in responding to said process, including costs, expenses and attorneys fees. If the PBC fails to assume the response to process, Consultant shall respond to the extent that it determines, in its reasonable discretion that it is required to do so. For the avoidance of doubt, in order for the provisions of this paragraph to apply, Consultant shall not be a party to the litigation or dispute at issue nor a subject of any investigation at issue. Consultant's right to request that PBC assume the response to process and related expenses is conditioned upon Consultant's being subpoenaed or otherwise receiving process as a third party who may be in possession of information concerning PBC which is relevant to the applicable litigations, dispute or investigation.

- 15. Termination. The term of this Contract is one (1) year with a one (1) year renewal option at the PBC's discretion. The term of this Contract shall begin upon the final execution of this Contract and shall expire one (1) year after the effective date of this Contract or the renewal option period if exercised by the PBC. The PBC reserves the right to terminate this Contract at anytime by providing written notice to the Consultant.
- 16. Notices. All notices and other communications required under this Contract must be given in writing by either personal delivery, United States mail, or registered mail, addressed to the respective parties at the addresses indicated above, or by reputable overnight courier. Notices shall be deemed effective upon verified receipt.
- 17. Remedies. The remedies reserved in this Contract are cumulative and in addition to any other remedies provided in law or equity.
- **18. Governing Law.** The laws of the State of Illinois shall govern this Contract.
- 19. Choice Of Forum. Any suit regarding this Contract or breach of any of the terms hereof shall be brought only in

courts located in Chicago, Illinois; and the parties consent to the jurisdiction of the courts located in Chicago, Illinois.

- **20. Non-assignment.** The Consultant shall not delegate or assign any rights or claims under this Contract, or for breach thereof, without prior written consent of the PBC, and any such attempted delegation or assignment shall be void.
- 21. Headings. Headings used in this Contract are for convenience and reference only and shall not affect the interpretation of this Contract.
- **22. Partial Invalidity.** If any provision of this Contract is or becomes void or unenforceable for any reason, the other provisions will remain valid and enforceable.
- 23. Amendments. Oral statements and understandings are not valid or binding, and this Contract may not be changed or amended except by a written amendment signed by both parties.
- **24. Binding Effect.** This Contract shall be binding upon the parties hereto and their respective permitted successors and assignees.
- 25. Entire Agreement. This Contract constitutes the entire understanding and agreement between the parties hereto and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, all of which communications are merged herein.
- 26. Data Aggregation and Analysis. Notwithstanding anything to the contrary in this Contract, Consultant shall be, and hereby is, authorized to collect, compile and use for deidentified information collected in the performance of Services ("Benchmarking Statistics"), for the purpose of analyzing and reporting the effectiveness of and any trends in corporate ethics and compliance programs according to industry, company size, country, geographic region or other relevant classification or for other uses as Consultant may decide. Company shall have no right to access or use Consultant' aggregate Benchmarking Statistics unless Company decides to purchase Consultant' Integrity Diagnostics and/or Performance Benchmarking services. "De-identified information" means data or information that neither identifies nor provides a reasonable basis to identify a company or an individual, where, without limitation, the following identifiers have been removed: company names and the names of individuals, addresses, account numbers, social security numbers, phone numbers, email address(es) and any other information which could reasonably be anticipated to identify, when taken in the aggregate, a specific company, other organization or individual.

# Exhibit A

Scope of Services

(COMMISSION'S SCOPE OF SERVICES FOLLOWS THIS PAGE.)

# **ATTACHMENT A**

# SCOPE OF WORK STRUCTURAL ASSESSMENT OF POOL DECK STRUCTURE COLLINS / NORTH LAWNDALE HIGH SCHOOL – PS1864 PROJECT NO.: 05802

Project Name:

Collins / North Lawndale High School

PBC Project No.:

05802

#### SCOPE OF WORK:

The Public Building Commission (PBC) is soliciting services to perform a structural assessment of the pool deck structure—at Collins/North Lawndale High School. The scope of this assessment is to identify any observed structural conditions that require repair and to identify any conditions that require temporary shoring. The review should be a complete visual inspection of the existing concrete joist and slab structure supporting the pool deck.

Proposal shall be based upon eight (8) hours of the engineer's time, for onsite review and investigation, plus analysis and report preparation time. Hourly rates shall be provided should additional onsite investigation time be required.

# **DELIVERABLES**

Upon completion of this assessment the consultant shall provide a report, including diagrams, outlining the findings and recommendations, as to the extent of any required repairs and shoring.

# **USE OF REPORT**

The Public Building Commission of Chicago and the Board of Education for the City of Chicago may produce the report without modifications and distribute the report in connection with the use or disposition of the property without incurring obligation for additional compensation.

# Exhibit B

Insurance Requirements

(COMMISSION'S INSURANCE REQUIREMENTS FOLLOWS THIS PAGE.)

# INSURANCE REQUIREMENTS STRUCTURAL ASSESSMENT OF POOL DECK STRUCTURE COLLINS / NORTH LAWNDALE HIGH SCHOOL – PS1864 PROJECT NO.: 05802

The Consultant must provide and maintain at Consultant's own expense, until expiration or termination of the Agreement and during the time period following expiration if Consultant is required to return and perform any additional work, the minimum insurance coverage and requirements specified below, insuring all operations related to the Agreement.

#### D.1. INSURANCE TO BE PROVIDED

### D.1.1. Workers' Compensation and Employers Liability

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under the Agreement and Employers Liability coverage with limits of not less than \$1,000,000 each accident, Illness or disease.

# D.1.2. Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (with no limitation endorsement). The Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago must be named as Additional Insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

If tank removal or excavation is to be performed, the contractor must include the following additional coverage: All premises and operations, products/completed operations (for minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability.

Subcontractors performing work for Consultant must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein

### D.1.3. Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Consultant must provide Automobile Liability Insurance, with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. ). The Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago must be named as Additional Insureds on a primary, non-contributory basis.

Subcontractors performing work for Consultant must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein

# D.1.4. Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$5,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. Coverage must be maintained for two years after Substantial Completion. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

# D.1.5 Property

The Consultant is responsible for all loss or damage to the Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago property at full replacement or repair cost. The Consultant is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools, and supplies) owned, rented, or used by Consultant.

### D.1.6 Valuable Papers

When any plans, designs, drawings, specifications, data, media, and documents are produced or used under this Agreement, Valuable Papers Insurance shall be maintained in an amount to insure against any loss whatsoever, and shall have limits sufficient to pay for the re-creation and reconstruction of such records.

### D.1.7 Contractors Pollution Liability

Contractors Pollution coverage is required with limits of not less than \$2,000,000 per occurrence for any portion of the services, which may entail, exposure to any pollutants, whether in the course of sampling, remedial work or any other activity under this contract. Coverage must include bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services, completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years. ). The Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago must be named as Additional Insureds on a primary, non-contributory basis.

Subcontractors performing work for Consultant must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein

## D.1.8 Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Contractor or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than the requirement of the operating railroad/transit entity for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

#### D.2. ADDITIONAL REQUIREMENTS

The Consultant must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if any insurance coverage has an expiration or renewal date occurring during the term of this Agreement. The Consultant must submit evidence of insurance to the Commission before award of Agreement. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the Commission to obtain certificates or other insurance evidence from Consultant is not a waiver by the Commission of any requirements for the Consultant to obtain and maintain the specified coverage. The Consultant will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Non-fulfillment of the insurance conditions may constitute a breach of the Agreement, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

The Commission reserves the right to obtain copies of insurance policies and records from the Consultant and/or its subcontractors at any time upon written request.

The insurance must provide for 30 days prior written notice to be given to the Commission if any policies are canceled.

Any deductibles or self-insured retentions on referenced insurance must be borne by Consultant.

The Consultant hereby waives and agrees to require their insurers to waive their rights of subrogation against the Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago, their respective Board members, employees, elected and appointed officials, and representatives.

The insurance coverage and limits furnished by Consultant in no way limit the Consultant's liabilities and

responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago do not contribute with insurance provided by the Consultant under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in the agreement given as a matter of law.

If Consultant is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured

The Consultant must require all its subcontractors to provide the insurance required in this Agreement, or Consultant may provide the coverage for its subcontractors. All subcontractors are subject to the same insurance requirements of Consultant unless otherwise specified in this Agreement.

If Consultant or its subcontractors desire additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

The Commission's Risk Management Department maintains the rights to modify, delete, alter or change these requirements.

# EXHIBIT C FORM OF COST PROPOSAL SCHEDULE OF COSTS

- C.1 CONSULTANT'S FEE
- C.1.1 The Commission shall pay the Consultant for the satisfactory performance of the Services a Lump Sum Fee ("Fee") of \$5,800.00 for all work included in Exhibit A. The Fee will, in the absence of a change in scope of the Project by the Commission or the issuance of Commission-originated amendment constitutes the Consultant's full fee for Services.
- **C.1.2.** Consultant's Fee will include profit, overhead, general conditions, materials, equipment, computers, vehicles, office labor, field labor, insurance, deliverables, and any other costs incurred in preparation and submittal of deliverables.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

# **ATTACHMENT B**

# SCHEDULE OF COST

# STRUCTURAL ASSESSMENT OF POOL DECK STRUCTURE COLLINS / NORTH LAWNDALE HIGH SCHOOL - PS1864

PROJECT NO.: 05802

Provide a Lump Sum cost. The fee shall include all materials, equipment, computers, vehicles, office labor, field labor, insurance, deliverables, and any other costs incurred in preparation and submittal of deliverables.

LUMP SUM COST	\$ 5,800.00
HOURLY RATE	<u>\$ 145</u>
[Firm Name] Wiss, Janne	Date: 12/9/10
the amount indicated above.	Date: 12/9/10
lle & hoar	All
(Signature)	
Noah Fehrenbache	r. Associate III
(Printed Name and Title)	<del></del>

# EXHIBIT D DISCLOSURE OF RETAINED PARTIES

(COMMISSION'S DISCLOSURE OF RETAINED PARTY FORM FOLLOWS THIS PAGE.)

# **DISCLOSURE OF RETAINED PARTIES**

A.	Definitions	and Disclosure	Requirements

- 1. As used herein, "Consultant" means a person or entity who has any contract with the Public Building Commission of Chicago ("Commission").
- 2. Commission bids, contracts, and/or qualification submittals must be accompanied by a disclosure statement providing certain information about lobbyists whom the Consultant has retained or expects to retain with respect to the contract. In particular, the Consultant must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll.
- 3. "Lobbyists" means any person (a) who for compensation or on behalf of any person other than himself undertake to influence any legislative or administrative action, or (b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

# B. Certification

Consultant hereby certifies as follows:

1.	This Disclosure relates to the following transaction:	PBC	Project	No.	0 2805
	Description or goods or services to be provided under	er Contract:	Struct	rural	
	Assess ment of Pool Dack				
2.	Name of Consultant: Wiss Janney	Els	ther	Assoc	- ,

3. EACH AND EVERY lobbyist retained or anticipated to be retained by the Consultant with respect to or in connection with the contract is listed below. Attach additional pages if necessary.

## **Retained Parties:**

Name	Business Address	Relationship (Attorney, Lobbyist, etc.)	Fees (indicate whether paid or estimated)		
· · · · · · · · · · · · · · · · · · ·					
			******		
· · · · · · · · · · · · · · · · · · ·			<del></del>		

Check Here If No Such Persons Have been Retained or Are Anticipated To Be Retained: _	J	7

4. The Consultant understands and agrees as follows:

- a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction, terminate the Consultant's participation in the contract or other transactions with the Commission.
- b. If the Consultant is uncertain whether a disclosure is required, the Consultant must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.
- c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Consultant waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

Under penalty of perjury. I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Consultant and that the information disclosed herein is true and complete.

Signature

Name (Type or Print)

Subscribed and sworn to before me

OFFICIAL SEAL MAUREEN E KOZIOL

Notary Public - State of Illinois

My Commission Expires Nov 16, 2013

# PUBLIC BUILDING COMMISSION PROFESSIONAL SERVICES AGREEMENT M/WBE REPORT

# MBE/WBE Certifications

# (CONTRACTS FOR LESS THAN \$25,000)

19/10 rol 2 alle
/9/10
/9/10
ication from no more than one
MBE WBE
Category:
vn:
Business Enterprise ("MBE") or ing agencies or organizations?

EXHIBIT F W-9 FORM

(COMMISSION'S W-9 FORM FOLLOWS THIS PAGE.)

# Department of the Treasury

# Request for Taxpayer **Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

memai	nevenue Service						
o Oi	Name (as shown on your income tax return)						
	Wiss, Janney, Elstner Associates, Inc.						
page	Business name, if different from above		···				
6							
or type ructions	Check appropriate box: ☐ Individual/Sole proprietor ☑ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partne ☐ Other (see instructions) ▶	ership) ▶	Exempt payee				
Frint c inst	Address (number, street, and apt. or suite no.)	equester's name and	address (optional)				
ī <u>5</u>	330 Pfingsten Road	•	(				
eci.	City, state, and ZIP code						
	Northbrook, IL						
See	List account number(s) here (optional)						
U)							
Part	Taxpayer Identification Number (TIN)						
backu alien,	your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to a p withholding. For individuals, this is your social security number (SSN). However, for a reside sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, amployer identification number (EIN). If you do not have a number, see How to get a TIN on page 1.	ent if is	urity number				
Note.	If the account is in more than one name, see the chart on page 4 for guidelines on whose er to enter.		dentification number 2757956				
Part	Certification						

Under penalties of perjury. I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- 3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of U.S. person ▶

Date ▶

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
  - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United
- · An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section) 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

The U.S. owner of a disregarded entity and not the entity.

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- 1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
  - 2. The treaty article addressing the income.
- 3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- 4. The type and amount of income that qualifies for the exemption from tax.
- 5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

# Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester,
- 2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
- 3. The IRS tells the requester that you furnished an incorrect TIN.

- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9,

Also see Special rules for partnerships on page 1.

### **Penalties**

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# **Specific Instructions**

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

#### Exempt Pavee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

- 1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
- 2. The United States or any of its agencies or instrumentalities,
- 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
- A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
- 5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

- 6. A corporation,
- 7. A foreign central bank of issue,
- 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
- A futures commission merchant registered with the Commodity Futures Trading Commission,
  - 10. A real estate investment trust,
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
- 12. A common trust fund operated by a bank under section 584(a),
  - 13. A financial institution,
- 14. A middleman known in the investment community as a nominee or custodian, or
- 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7

See Form 1099-MISC, Miscellaneous Income, and its instructions.

However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

# Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. **Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

- 3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

# What Name and Number To Give the Requester

	That Italiio dila Italiibei	o dive the nequester
_	For this type of account:	Give name and SSN of:
1.	Individual	The individual
2.	Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account
3.	Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4.	The usual revocable savings trust (grantor is also trustee)	The grantor-trustee '
	b. So-called trust account that is not a legal or valid trust under state law	The actual owner 1
5.	Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
	For this type of account:	Give name and EIN of:
6.	Disregarded entity not owned by an individual	The owner
7.	A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8.	Corporate or LLC electing corporate status on Form 8832	The corporation
9.	Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10.	Partnership or multi-member LLC	The partnership
11.	A broker or registered nominee	The broker or nominee
12.	Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup>Circle the minor's name and furnish the minor's SSN.

<sup>3</sup>You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

# Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: <code>spam@uce.gov</code> or contact them at <code>www.consumer.gov/idtheft</code> or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

#### **Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/14/2011

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 be endorsed. If SUBROGATION IS WAIVED, subject to

certific	ate holder in lieu of such endorsement(s	poncies may require an e ).	naorsement	. A statement on this certificate d	oes not confer r	ights to the		
PRODUCER	312-658-4122		CONTACT S	am Barbera				
	Wells Fargo Insurance Services USA, Inc.		PHONE (A/C, No. Ext):	847-753-7211	FAX (A/C, No): 847-29	1-9371		
	230 W. Monroe St., Suite 1950			ADDRESS: sbarbera@wje.com				
	Chicago, IL 60606		PRODUCER CUSTOMER ID	#: WALESIW #:				
			<u> </u>	INSURER(S) AFFORDING COVERAGE		NAIC#		
INSURED	Wiss, Janney, Elstner Associates, Inc.		INSURER A:	Traveler's Property & Casualty Co.	mpany of Ameri	25674		
	-		INSURER B :	Travelers Property Casualty Comp	any of America	25674		
INSURED	Attn: Sam Barbera			INSURER C: Great American Insurance Company				
	330 Pfingsten Rd.		INSURER D :	North River Insurance Company	·	16691 21105		
	Northbrook iL 60062	PS 1864	INSURER E :					
		13 (80 (	INSURER F :		-			
				REVISION NU	MBER: See belo	w		
CERTIFI	TO CERTIFY THAT THE POLICIES OF INSU ED. NOTWITHSTANDING ANY REQUIREME CATE MAY BE ISSUED OR MAY PERTAIN, IONS AND CONDITIONS OF SUCH POLICIES	INT, TERM OR CONDITION THE INSURANCE AFFORD	OF ANY CON	UED TO THE INSURED NAMED ABOY STRACT OR OTHER DOCUMENT WIT POLICIES DESCRIBED HEREIN IS SE	VE FOR THE POL	ICY PERIOD		

INSR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER		POLICY EXP (MM/DD/YYYY)			
	GENERAL LIABILITY	INSK	WVO		(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	3	
Α .	l 🗸			6306368C258TIL10	06/01/2010	06/01/2011	EACH OCCURRENCE	\$	1,000,000
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$	10,000
							PERSONAL & ADV INJURY	\$	1,000,000
							GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					•	PRODUCTS - COMP/OP AGG	\$	2,000,000
	X POLICY PRO- LOC							\$	
В	X ANY AUTO			8106368C258TIL10	06/01/2010	06/01/2011	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	ALL OWNED AUTOS						BODILY INJURY (Per person)	\$	
	SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS .						PROPERTY DAMAGE (Per accident)	\$	
ļ	X NON-OWNED AUTOS							\$	\$500 ded.
	X Comp/Colt				1			s	
С	X UMBRELLA LIAB X OCCUR			TUU568032503	06/01/2010	06/01/2011	EACH OCCURRENCE	s	5,000,000
	EXCESS LIAB CLAIMS-MADE	1	i				AGGREGATE	s	5,000,000
	DEDUCTIBLE							\$	
	X RETENTION \$ 10,000								-å
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			4087001754	06/01/2010	06/01/2011	X WC STATU- OTH-	<u>,                                      </u>	· · · · · · ·
	ANY PROPRIETOR/PARTNER/EXECUTIVE N	N/A	l		30,01,2310	00/01/2011	E.L. EACH ACCIDENT	\$	1,000,000
	(Mandatory in NH)		İ				E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
							··		000
									-300

ATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) RE:WJE No. 2010.5535 - Structural Assessment of Pool Deck, Collins/North Lawndale High School . See next page for further information.

**CERTIFICATE HOLDER** 

CANCELLATION

Public Building Commission of Chicago Procurement Department, Richard J Daley Center 50 West Washington Street, Room 200 Chicago, IL 60602

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

AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.

ACORD 25 (2009/09)

The ACORD name and logo are registered marks of ACORD

CDI \_ WISS \_ 1864 Collins Pool - 20110214 05807-03-09-02

# Additional Remarks Schedule (Continued from Page 1)

Additional Insured: The Public Building Commission of Chicago, The Board of Education of the City of Chicago and the City of Chicago, their respective Board members, elected and appointed officials and representatives.

Subject to the terms, conditions, limitations and exclusions of the policy evidenced herein: The above are included as Additional Insureds when required by written contract with the Named Insured under the general liability and auto liability, but only with respect to services provided by Wiss, Janney, Elstner Associates, Inc., regarding the referenced project.

When agreed in written contract, coverage is provided on a primary and non-contributory basis.

Waiver of Subrogation is afforded the Additional Insureds under all policies.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/14/2011

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 REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Sam Barbera 312-658-4122 <u>NAME:</u> PHONE 847-753-7211 FAX (A/C, No): 847-291-9371 (A/C, No. Ext): E-MAIL Wells Farge Insurance Services USA, Inc. sbarbera@wje.com ADDRESS: PRODUCER 230 W. Monroe St., Suite 1950 WISSJAN **CUSTOMER ID #** Chicago, IL 60606 INSURER(S) AFFORDING COVERAGE NAIC # INSURED Beazley Insurance Company 37540 INSURER A: Wiss, Janney, Elstner Associates, Inc. **INSURER B:** Attn: Sam Barbera INSURER C 330 Pfingsten Rd. INSURER D INSURER E Northbrook IL 60062 INSURER F **CERTIFICATE NUMBER: 2359549** COVERAGES **REVISION NUMBER:** See below 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. ADDL SUBR TYPE OF INSURANCE POLICY NUMBER GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG PRO-JECT POLICY AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT (Ea accident) ANY AUTO BODILY INJURY (Per person) ALL OWNED AUTOS BODILY INJURY (Per accident) \$ SCHEDULED AUTOS PROPERTY DAMAGE HIRED AUTOS (Per accident) \$ NON-OWNED AUTOS UMBRELLA LIAR OCCUR EACH OCCURRENCE EXCESS LIAB CLAIMS-MADE AGGREGATE DEDUCTIBLE \$ RETENTION **WORKERS COMPENSATION** AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT Professional Liability V15Q1E110401 01/01/2011 01/01/2013 \$5,000,000 Per Claim (Claims Made) \$5,000,000 Annual Agg DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) RE:WJE No. 2010.5535 - Structural Assessment of Pool Deck, Collins/North Lawndale high School . CERTIFICATE HOLDER **CANCELLATION** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Public Building Commission of Chicago Procurement Department, Richard J Daley Center 50 West Washington Street, Room 200 **AUTHORIZED REPRESENTATIVE** grand Smila Chicago, IL 60602

© 1988-2009 ACORD CORPORATION. All rights reserved.