

# PUBLIC BUILDING COMMISSION OF CHICAGO



AGREEMENT  
CONTRACT NUMBER PS1924  
WITH  
**Abt Electronics, Inc.**  
TO PROVIDE  
APPLIANCES AND ELECTRONIC EQUIPMENT  
FOR  
CHICAGO FIRE ENGINE COMPANY 16

---

Mayor Rahm Emanuel  
Chairman

Erin Lavin Cabonargi  
Executive Director

Richard J. Daley Center, Room 200  
50 West Washington Street  
Chicago, Illinois 60602  
[www.pbcchicago.com](http://www.pbcchicago.com)

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**PURCHASE DELIVERY AND INSTALLATION OF APPLIANCES AND ELECTRONICS  
FOR CHICAGO FIRE ENGINE COMPANY 16  
PS1924**

**EXECUTION PAGE**

**THIS AGREEMENT** to provide, and deliver and install appliances and electronic equipment is effective as of April 10, 2012 but actually executed on the date witnessed, is entered into by and between the **Public Building Commission of Chicago**, a municipal corporation of the State of Illinois, having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, (the "**Commission**"), and **Abt Electronics, Inc.** with offices at 1200 N. Milwaukee Avenue, Glenview, IL 60025, (the "**Seller**").

**Background Information – Recitals**

**Whereas**, the Commission requires the purchase, delivery and installation of appliances and electronic equipment described in the Agreement, for Chicago Fire Engine Company 16 and desires to retain the Seller on the terms and conditions set forth in the Agreement to perform such Services. The Seller desires to be so retained by the Commission and has represented to the Commission that the Seller has the knowledge, skill, experience and other resources necessary to provide, deliver and install the appliances and electronic equipment in the manner provided by the Agreement.

**Whereas**, the Seller has consulted with the Commission, reviewed this Agreement, and taken such other actions as the Seller deemed necessary or advisable to make itself fully acquainted with the scope and requirements of the Project and the Services. The Seller represents that it is qualified and competent by education, training and experience to provide, deliver and install the appliances and electronic equipment.

**Whereas**, the Commission has relied upon the Seller's representations in selecting the Seller.

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NOW THEREFORE, the parties agree on the terms and conditions that follow:

PUBLIC BUILDING COMMISSION OF CHICAGO

*Rahm Emanuel*

Date: \_\_\_\_\_

Mayor Rahm Emanuel  
Chairman

ATTEST:

*Lori A. Lypson*  
Lori A. Lypson  
Secretary

Date: 5/2/12

Abt ELECTRONICS, Inc.:

*[Signature]*  
\_\_\_\_\_  
President

Date: 4/30/12

AFFIX CORPORATE  
SEAL, IF ANY, HERE

County of: Illinois

State of: Cook

Subscribed and sworn to before me by \_\_\_\_\_ and \_\_\_\_\_

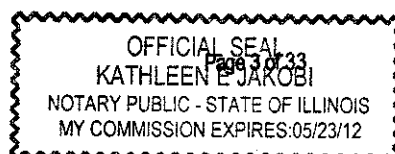
on behalf of Seller this 30th day of Apr, 20 12.

*Kathleen E Jakobi*  
\_\_\_\_\_  
Notary Public

My Commission expires: 05/23/2012

(SEAL OF NOTARY)

APPLIANCES & ELECTRONICS  
EC16



Approved as to form and legality

*Jacinto Epting*  
Neal & Leroy LLC

5/1/2012  
Date

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**TERMS AND CONDITIONS**

1. Definitions. The following phrases have the same meanings for purposes of this Agreement.

a. **Agreement** means this agreement for the procuring, delivery and installation of appliances and electronic equipment, including all exhibits or documents attached hereto and/or incorporated by reference herein, and all amendments, modifications, or revisions made in accordance with the terms hereof.

b. **Commission** means the Public Building Commission of Chicago, a municipal corporation organized under the Public Building Commission Act of the State of Illinois, as amended, or its duly authorized officers or employees.

d. **Seller** means the company or other entity identified in this agreement, and such successors or assigns, if any, as may be authorized by the terms and conditions of this Agreement.

e. **Project** means the sale, delivery and installation of appliances and electronic equipment as specified in this Agreement.

f. **Services** means, collectively, the services, duties and responsibilities that are necessary to allow the Seller to provide the Services required by the Commission under this agreement.

g. **Sub-consultant or Subcontractor** means a firm hired by the Seller to perform professional services related to the fabrication and/or installation of the proof and/or construction sign of the Project.

h. **User Agency** means the municipal corporation that requested the Commission to undertake the construction and/or improvement of the Project.

2. Incorporation of Documents. The documents identified below in this paragraph are hereby incorporated in and made a part of this Agreement. By executing this Agreement, Seller acknowledges and agrees that Seller is familiar with the contents of each of such documents and will comply fully with all applicable portions thereof in performing the Services.

a. Policies Concerning MBE and WBE. The Resolution passed by the Board of Commissioners of the Commission on October 1, 2009, concerning utilization of minority business enterprises ("MBE") and women business enterprises ("WBE"), as the same may be amended from time to time, is hereby incorporated in and made a part of this Agreement. By executing this Agreement, Consultant acknowledges and agrees that Consultant is familiar with the contents of such Resolution and will comply fully with all applicable portions thereof in performing the Services.

b. Ethics Resolution. The Seller has read and agrees to comply with all provisions of the Code of Ethics Resolution passed by the Commission on October 3, 2011, which is available on the Commission's website at [http://www.pbcchicago.com/pdf/RES\\_PBC\\_ECR\\_Code\\_of\\_EthicsAmendOct32011\\_20110920.pdf](http://www.pbcchicago.com/pdf/RES_PBC_ECR_Code_of_EthicsAmendOct32011_20110920.pdf), and is incorporated into this Agreement by reference.

3. Engagement and Standards for Performing Services.

a. Engagement. The Commission hereby engages the Seller, and the Seller hereby accepts

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such engagement, to provide the Services described in this agreement, as the same may be amended, in writing, from time to time by mutual agreement of the Commission and the Seller.

b. Performance Standard. The Seller represents and agrees that the Services performed under this Agreement 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 consistent with that degree of skill and care ordinarily exercised by Sellers performing services of a scope, purpose, and magnitude comparable with the Services to be provided under this Agreement. If in the course of performing the Services, Seller identifies any condition, situation, issue or problem that may impact the performance of the Services or the Project, Seller shall promptly provide notice to the Commission. The Seller further promises that it will assign at all times during the term of the Agreement the number of experienced, appropriately trained employees necessary for the Seller to perform the Services in the manner required by the Agreement.

c. Seller's Personnel. Seller must ensure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Seller must maintain current copies of any such licenses and provide these copies upon request by the Commission. Seller remains responsible for the professional and technical accuracy of all Services furnished, whether by the Seller or others on its behalf. All deliverables will be prepared in a form and content satisfactory to the Commission and delivered in a timely manner consistent with the requirements of the Agreement.

d. Confidentiality. Seller acknowledges that it is entrusted with or has access to valuable and confidential information and records of the Commission and User Agency. Seller must at all times use its best efforts on behalf of the Commission to assure timely and satisfactory rendering and completion of its Services. Seller must at all times act in the best interests of the Commission and User Agency consistent with Seller's professional obligations assumed by Seller in entering into this Agreement. Seller promises to cooperate with the officials, employees and agents of the Commission and User Agency in furthering the Commission's and User Agency's interests. Seller must perform all Services in accordance with the terms and conditions of this Agreement, to the reasonable satisfaction of the Commission.

e. Independent Contractor. In performing the Services under this Agreement, Seller 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 Commission or the User Agency. As an Independent Contractor, Seller is solely and wholly responsible for determining the means and methods for performing the Services. The Agreement will not be construed as an agreement of partnership, joint venture, or agency.

f. Limitations on Sub-Consultants. Seller must not use any business or individual who is disqualified by the Commission or debarred under any other governmental agency's procedures to provide the Services under the Agreement.

g. Failure to Meet Performance Standard. If the Seller fails to comply with its obligations under the standards of the Agreement, the Seller must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the Commission does not relieve Seller of its responsibility to render the Services and deliverables with the professional skill and care and technical accuracy required by the Agreement. This provision in no way limits the Commission's rights against the Seller, either under the Agreement, at law or in equity.

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h. Changes to the Services. The Commission may from time to time, request changes to the terms of the Agreement or in the Scope of Services of the Seller to be performed hereunder. 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 Commission and Seller, shall be incorporated in a written amendment to this Agreement. The Commission shall not be liable for any changes absent such written amendment.

4. Duties and Obligations of Seller

a. Nondiscrimination. The Seller agrees that in performing this Agreement it shall not discriminate against any worker, employee or applicant for employment, or any member of the public, because of race, creed, gender, color, national origin or disability, or otherwise commit an unfair labor practice. Attention is called to applicable provisions of the Civil Rights Act of 1964, 88-352, July 2, 1964, 78 Stat. 241 et. Seq. the Americans with Disabilities Act of 1990, 42 U.S.C. 12010 et. Seq. the Illinois Human Rights Act 775 ILCS 5/1-101 et. Seq. and the Public Works Employment Discrimination Act 775 ILCS 10/0.0 1 through 10/20, inclusive and a Resolution passed by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2009, concerning participation of Minority Business Enterprises and Women Business Enterprises on contracts awarded by the Commission. The Seller will furnish such reports and information as requested by the Commission and the Illinois Department of Human Relations or any other administrative or governmental entity overseeing the enforcement, administration or compliance with the above referenced laws and regulations.

b. Employment Procedures, Preferences and Compliances. Salaries of employees of Seller performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory or permitted by the applicable law or regulations. Attention is called to Illinois Compiled Statutes, 1992 relating to Wages and Hours including 820 ILCS 130/0.01 through 130/12 thereof (Prevailing Wage Act), 30 ILCS 570/1 through 570/7 (Employment of Illinois Workers on Public Works Act) and 30 ILCS 560/0.01 through 560/7 (Public Works Preference Act). The Seller shall comply with all applicable "Anti-Kickback" laws and regulations, including the "Anti-Kickback" Act of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; 40 U.S.C. § 276c) and the Illinois Criminal Code of 1961 720 ILCS 5/33E-1 et. seq. If, in the performance of this Agreement, there is any direct or indirect kickback, the Commission shall withhold from the Seller, out of payments due to it, an amount sufficient to pay employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Commission for and on account of the Seller to the respective employees to whom they are due.

c. Compliance with Policies Concerning MBE and WBE. Without limiting the generality of the requirements of the policies of the Commission referred to in paragraph 2 above, the Seller agrees to use best efforts to utilize minority business enterprises for not less than twenty five percent (25%) for MBE and five percent (5%) for WBE of the value of the Services, in accordance with the Resolution passed by the Board of Commissioners of the Commission on October 1, 2009, concerning participation of minority business enterprises and women business enterprises on contracts awarded by the Commission and to furnish to the Commission, such reports and other information concerning compliance with such Resolution as may be requested by the Commission from time to time.

d. Delays. The Seller agrees that no charges for damages or claims for damages shall be asserted by it against the Commission for any delays or hindrances from any cause whatsoever during the

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progress of any portion of the Services. Such delays or hindrances, if any, shall be compensated for by an extension of time to complete the Services, for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the agreement of the Commission to allow the Seller to complete the Services or any part of them after the time provided for the completion thereof herein shall in no way operate as a waiver on the part of the Commission of any of its rights hereunder.

e. Records. The Seller shall maintain accurate and complete records of expenditures, costs and time incurred by Seller in connection with the Project and the Services. Such records shall be maintained in accordance with recognized commercial accounting practices. The Commission may examine such records at Seller's offices upon reasonable notice during normal business hours. Seller shall retain all such records for a period of not less than five calendar years after the termination of this Agreement.

f. Time of Essence. The Seller acknowledges and agrees that time is of the essence in the performance of this Agreement and that timely completion of the Services is vital to the completion of the Project by the Commission. Seller agrees to use its best efforts to expedite performance of the Services and performance of all other obligations of the Seller under this Agreement and any other agreements entered into by the Commission which are managed or administered by the Seller as a result of the Seller's engagement hereunder.

g. Compliance with Laws. In performing its engagement under this Agreement, the Seller shall comply with all applicable federal, state and local laws, including but not limited to, those referenced in subparagraphs (a) and (b) above and in the documents referred to in paragraph 2 of this Agreement.

h. Progress Meetings. Meetings to discuss the progress of the Project and/or to review the performance of the Seller may be scheduled upon the Commission's request, at mutually agreeable times and locations, and the Seller agrees to cause such meetings to be attended by appropriate personnel of the Seller engaged in performing or knowledgeable of the Services.

i. Defects in Project. The Seller shall notify the Commission immediately in the event the Seller obtains knowledge of a defect in the Project or circumstances which could result in a Project delay or cost overrun.

5. Term.

a. The term of this Agreement shall begin upon the final execution of this Agreement, and, subject to the provisions of subparagraph (b) below, shall expire upon completion of the Services and acceptance thereof by the Commission or, if the Services are of an ongoing nature, on the completion date specified in such Request for Services. The Commission and the Seller may, from time to time, by mutual agreement, extend the term of this Agreement by amending this Agreement.

b. The Commission shall have the right, at any time, to terminate the term of this Agreement, with or without cause, by written notice given to the Seller at least thirty (30) days prior to the effective date of termination. In addition, the Commission shall have the right, at any time and from time to time, with or without cause, to suspend the performance of the Seller hereunder with respect to all or any part of the Services, by written notice given to the Seller at least five (5) days prior to the effective date of suspension. Termination or suspension of this Agreement shall not relieve the Seller from liability for the performance of any obligation of the Seller under this Agreement performed or to have been performed by the Seller on or before the effective date of termination or suspension. Provided the Seller is not in default under this Agreement at the time of termination or suspension, the Commission agrees



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to pay to the Seller, in accordance with the terms of this Agreement, all compensation due to the Seller for periods up to the effective date of termination or suspension. In no event shall the Commission be liable to the Seller for any loss, cost or damage which the Seller or any other party may sustain by reason of the Commission terminating or suspending this Agreement as provided herein; provided, however, that the Commission may, in its sole discretion, reimburse the Seller for actual expenses approved by the Commission.

c. If the Project, in whole or substantial part, is stopped for a period longer than thirty (30) days under an order of any court or other governmental authority having jurisdiction of the Project, or as a result of an act of government, such as a declaration of national emergency making materials unavailable, through no act or fault of the Seller, or if the Commission fails to make any payment or perform any other obligation hereunder, the Seller shall have the right to terminate this agreement, by written notice given to the Commission at least seven (7) days prior to the effective date of termination, and shall have the right to recover from the Commission all compensation and reimbursements due to the Seller for periods up to the effective date of termination.

6. Compensation of Seller; Submission of Invoices. The Commission shall compensate the Seller for the Services in the manner set forth Schedule B of this Agreement. The Seller shall submit all invoices, no more frequently than once every thirty (30) days, in any format as dictated by the Commission. Failure to timely the invoices, as described by the Commission, will result in delayed payment or non-payment to the Seller.

7. Rights and Obligations of Commission. In connection with the administration of the Project by the Commission and the performance of this Agreement by the Seller, the Commission shall have the following rights and obligations, in addition to those provided elsewhere in this Agreement:

a. Information. The Commission shall provide the Seller all reasonably requested information concerning the Commission's requirements for the Project and the Services.

b. Review of Documents. Subject to the provisions of subparagraph 4 (d) above, the Commission agrees to make a reasonable effort to examine documents submitted by the Seller and render decisions pertaining thereto with reasonable promptness.

c. Designated Representatives. The Commission may designate, at its sole discretion, one or more representatives authorized to act in its behalf.

d. Ownership of Documents. All documents, data, studies and reports prepared by the Seller or any party engaged by the Seller, pertaining to the Project and/or the Services shall be the property of the Commission including copyrights.

e. Audits. The Commission shall have the right to audit the books of the Seller on all subjects relating to the Project and/or the Services.

8. Indemnification of Commission.

a. Professional Indemnity. For claims alleging professional negligence, the Seller must defend, indemnify and hold the Commission and the User Agency and their respective commissioners, board members, officers, officials and employees (hereafter the Indemnified Parties) free and harmless from and against all claims, demands, suits, losses, costs and expenses, including the fees and expenses of attorneys, court costs and expert's fees, that may arise out of the Seller's negligent acts, errors and

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omissions and misconduct in the Seller's performance under this Agreement or the performance of any Subcontractor retained by the Seller in connection with this Agreement.

b. General Indemnity. For all other claims, the Seller must protect, defend, indemnify, hold the Commission and the User Agency and their respective commissioners, board members, officers, officials and employees (hereafter the Indemnified Parties) free and harmless from and against all claims, demands, suits, losses, costs and expenses, including the fees and expenses of attorneys, court costs and expert's fees, that may arise out of or be based on any injury to persons or property that is, or is claimed to be, the result of the Seller's performance under this Agreement or any Subcontractor retained by the Seller in connection with this agreement.

c. The indemnification obligations provided in this Section 8 will be effective to the maximum extent permitted by law. This indemnity extends to all legal costs, including, without limitation: attorney fees, costs, liens, judgments, settlements, penalties, professional fees or other expenses incurred by the Indemnified Party(ies), including but not limited to reasonable settlement of such claims. This indemnification is not limited by any amount of insurance required under this Agreement. Further, the indemnity contained in this section will survive the expiration or termination of this Agreement. For claims subject to the general indemnity, the Seller shall be solely responsible for the defense of any and all claims, demands, or suits against the Indemnified Parties, including without limitation, claims by an employee, subcontractor, agents or servants of the Seller even though the claimant may allege that the Indemnified Parties were in charge of the Services or allege negligence on the part of the Indemnified Parties. The Indemnified Party/Parties will have the right, at its sole option, to participate in the defense of any such suit, without relieving the Seller of its obligations hereunder.

To the extent permissible by law, the Seller waives any limits to the amount of its obligations to indemnify or contribute to any sums due pursuant to Seller's obligations. Notwithstanding the forgoing, nothing herein obligates the Seller to indemnify an Indemnified Party for the Indemnified Party's own negligence or willful misconduct. Defense costs shall be allocated on a comparable fault basis.

9. Insurance to be Maintained by Seller. The Seller shall purchase and maintain at all times during the performance of Services hereunder, for the benefit of the Commission, the User Agency and the Seller, insurance coverage as set forth in Schedule C of this agreement.

10. Default.

a. Events of Default. Any one or more of the following occurrences shall constitute an Event of Default under this Agreement:

i. Failure or refusal on the part of the Seller duly to observe or perform any obligation or agreement on the part of the Seller contained in this Agreement, which failure or refusal continues for a period of ten (10) days (or such longer period as the Commission, in its sole discretion, may determine if such failure is not capable of being cured within such ten (10) day period) after the date on which written notice thereof shall have been give to the Seller by the Commission;

ii. Failure of Seller to perform the Services to the standard of performance

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set forth in this Agreement;

iii. Any representation or warranty of the Seller set forth herein or otherwise delivered pursuant to this Agreement shall have been false in any material respect when so made or furnished;

iv. The Seller becomes insolvent or ceases doing business as a going concern, or makes an assignment for the benefit of creditors, or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, or files a voluntary petition in bankruptcy, or is adjudicated a bankrupt or an insolvent, or files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future statute, law or regulation relating to bankruptcy or insolvency, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, or applies for, consents to or acquiesces in the appointment of a trustee, receiver, liquidator or other custodian of it or of all or any substantial part of its assets or properties, or if it or its principals shall take any action in furtherance of any of the foregoing; or

v. There shall be commenced any proceeding against the Seller seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation relating to bankruptcy which is not vacated, stayed, discharged, bonded or dismissed within sixty (60) days thereof, or there shall be appointed, without the Seller's consent or acquiescence, any trustee, receiver, liquidator or other custodian of Custodian or of all or any substantial part of the Seller's assets and properties, and such appointment shall not have been vacated, stayed, discharged, bonded or otherwise dismissed within sixty (60) days thereof.

b. Remedies. If an Event of Default shall occur and be continuing, then the Commission may exercise any right, power or remedy permitted to it by law or in equity and shall have, in particular, without limiting the generality of the foregoing, the right to terminate this Agreement upon written notice to the Seller, in which event the Commission shall have no further obligations hereunder or liability to the Seller except as to payment for Services actually received and accepted by the Commission through the effective date of termination. No course of dealing on the part of the Commission or delay or failure on the part of the Commission to exercise any right shall operate as a waiver of such right or otherwise prejudice the Commission's rights, powers or remedies.

c. Remedies not Exclusive. No right or remedy herein conferred upon or reserved to the Commission is exclusive of any right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

11. Confidentiality. All of the reports, information, or data prepared or assembled by the Seller under this Agreement are confidential, and the Seller agrees that such reports, information or data shall not be made available to any party without the prior written approval of the Commission. In addition, the Seller shall not, without the prior written consent of the Commission, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning this Agreement, the Project or the Services.

12. Assignment. The Seller acknowledges that the Commission is induced to enter into this Agreement by the personal qualifications of the principals, staff and employees of the Seller and agrees, therefore, that neither this Agreement nor any right or obligation hereunder may be assigned by the Seller, in whole or in part, without the prior written approval of the Commission. The Commission expressly reserves

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the right to assign or otherwise transfer all or any part of its interests hereunder without the consent or approval of the Seller.

13. Personnel. The Seller further acknowledges that the Seller has represented to the Commission the availability of certain members of the Seller's staff who will be assigned to the Project, and agrees, therefore, that in the event of the unavailability of such members, the Seller shall so notify the Commission in writing, and, upon the approval of the Executive Director, shall assign other qualified members of the Seller's staff, to the Project.

14. Relationship of Parties. The relationship of the Seller to the Commission hereunder is that of an Independent Contractor, and the Seller, except to the extent expressly provided to the contrary in this Agreement, shall have no right or authority to make contracts or commitments for or on behalf of the Commission, to sign or endorse on behalf of the Commission any instruments of any nature or to enter into any obligation binding upon the Commission. This Agreement shall not be construed as an agreement of partnership, joint venture, or agency.

15. Miscellaneous.

a. Counterparts. This Agreement may be executed in any number of counterparts, any of which shall be deemed an original.

b. Entire Agreement. This Agreement 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. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by both of the parties hereto.

c. Force Majeure. Neither of the parties shall be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the control of the party unable to perform. If a force majeure occurs, including a labor strike, the party delayed or unable to perform shall give prompt notice to the other party, and the Commission may, at any time during the continuation of the force majeure event, elect to suspend the performance of the Seller under this Agreement for the duration of the force majeure. The Commission shall not be obligated to pay for Services to the extent and for the duration that performance thereof is delayed or prevented by force majeure, but, provided the Seller is not in default of any obligation of the Seller hereunder, the Commission shall pay to the Seller, according to the terms hereof, all compensation and reimbursements due to the Seller for periods up to the effective date of suspension.

d. Governing Law. This Agreement has been negotiated and executed in the State of Illinois and shall be construed under and in accordance with the internal laws of the State of Illinois.

e. No Waiver. The waiver by either party of any breach of this Agreement shall not constitute a waiver as to any succeeding breach.

f. Notices. All notices required to be given hereunder shall be given in writing and shall be hand delivered or sent by United States certified or registered mail, postage prepaid, addressed to Commission and to the Seller at their respective addresses set forth above. If given as herein provided, such notice shall be deemed to have been given on the date of delivery, if delivered by hand, and on the second business day after mailing, if given by mail. The Commission or the Seller may, from time to time, change the address to which notices hereunder shall be sent by giving notice to the other party in the

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manner provided in this subparagraph.

g. Severability. In the event that any provisions of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

h. Successors and Assigns. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

i. Seller's Authority. Execution of this Agreement by the Seller is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document if a partnership or a joint venture, and the signatures(s) of each person signing on behalf of the Seller have been made with complete and full authority to commit the Seller to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained or incorporated by reference in it.

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**SCHEDULE A  
SERVICES**

The Seller will provide Services of selling, delivering and installing appliances and electronic equipment as set forth in this Agreement or further determined by the Commission. The term of this Agreement will expire when all Services required by this Agreement have been completed to the reasonable satisfaction of the Commission.

The Seller must identify a primary point of contact for the Services and provide contact information to the Commission.

The Commission will designate an Authorized Commission Representative. The Authorized Commission Representative will assist the Seller in managing the Services and will have the authority, as specifically directed by the Commission, to act on its behalf.

In this Schedule A, regardless of whether a time limit is specified for particular tasks or duties, it is intended that the Seller will perform its Services promptly, with sufficient staffing, and all in accordance with the standard of performance in this Agreement. Notwithstanding the foregoing, the Seller's Lump Sum Fee, as provided in Schedule B, may be adjusted for any suspension, delay or interruption of the Services, which are not caused by the Seller, subject to the Commission's approval.

Several of the items included in this Schedule A are covered by a three-year (in-home) warranty. The Seller shall not be responsible or liable for the security of appliances and equipment following installation, which are not covered by a warranty. Additionally, the Seller shall not be responsible or liable for any loss or damage to appliances or equipment following installation and acceptance by the Commission, which are not covered by a warranty.

**DELIVERY DATE: MAY 1, 2012**

**DELIVERY LOCATION:**

**CHICAGO FIRE ENGINE COMPANY 16**

**53 E. PERSHING ROAD**

**CHICAGO, IL 60653**

**Coordinate in advance all deliveries with Authorized Commission Representative (Isaac Bishop) at  
Isaac.Bishop@cityofchicago.org**

PBC ITM #	QTY	DESCRIPTION	MFR PART NUMBER	MFR	UNIT COST	THREE-YEAR (in-home) WARRANTY COST	EXTENDED TOTAL (EXTENDED UNIT COST + 3Yr WARRANTY COST)
DR-1	1	CLOTHES DRYER WHITE	PFDS450GWH	GENERAL ELECTRIC	\$1,157.00	\$119.00	\$1,276.00

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E-2	5	32"TV w/built in DVD. 720p LCD	TFDVD3295	COBY	\$316.00	\$99.00	\$2,075.00
E-2.1	5	Wall Bracket	LL22B1 For the above 32" TV	SANUS	\$76.00		\$380.00
E-3	1	55" TV LCD 1080p	KDL55BX520	Sony BRAVIA	\$940.00	\$149.00	\$1,089.00
E-3.1	1	MOUNTING BRACKET	LL22B1 For the above 55" TV	SANUS	\$76.00		\$76.00
E-6	1	32" TV LCD 1080p	KDL-32BX330	Sony BRAVIA	\$306.00	\$149.00	\$455.00
E-6.1	1	MOUNTING BRACKET	LL22B1 For the above 32" TV	SANUS	\$76.00		\$76.00
G-1	1	BUILT-IN GAS GRILL STAINLESS STEEL	S-660	WEBER	\$1,828.00	\$149.00	\$1,977.00
G-1.1	1	GRILL COVER	For the Weber S-660	NA	\$59.00		\$59.00
K-1	1	FREE STANDING GAS RANGE STAINLESS STEEL	VDSC560- 6GQSS	VIKING RANGE	\$11,480	\$199.00	\$11,679.00
	1	8" H BACKGUARD	P60BG8	VIKING RANGE	\$350.00		\$350.00
K-3	2	DISHWASHER STAINLESS STEEL	SHX98M09UC	BOSCH	\$1,131.00	\$129.00	\$2,880.00
K-4	1	ICE MAKER/BRILLANC E GOURMET ICE MACHINE/UNDER CABINET	SCCP50M1SU	SCOTSMAN	\$1,836.00	\$129.00	\$1,965.00
K-5	7	REFRIG/FRZR STAINLESS STEEL	PTS25SHSS	GENERAL ELECTRIC	\$1,583.00	\$129.00	\$11,984.00
K-6	2	4 SLICE TOASTER STAINLESS STEEL	KMTT400B	KITCHEN AID	\$78.00		\$156.00
K-7	1	COFFEE MAKER	DV-3	BUNN AXIOM/38700. 0009	\$582.00		\$582.00

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K-7.1	2	BUNN EASY POUR BLACK DECANTER	6100.0101	BUNN	\$18.00		\$36.00
K-7.2	1	BUNN EASY POUR ORANGE DECANTER	6101.0101	BUNN	\$18.00		\$18.00
K-8	1	MICROWAVE OVEN STAINLESS	JES2251SJ	GENERAL ELECTRIC	\$197.00	\$49.00	\$246.00
K-9	1	POT RACK	PR16AWG	ENCLUME	\$584.00	NA	\$584.00
K-13	1	ICE MAKER/PRODIGY CUBER/500LBS BIN	C1030SA-32	SCOTSMAN	\$4,799.00	\$149.00	\$4,948.00
W-1	1	CLOTHES WASHER WHITE	PFWS4600LW W	GENERAL ELECTRIC	\$1,072.00	\$129.00	\$1,201.00
DLY	1	INSIDE-DELIVERY					\$1,623.00
INSTAL	1	INSTALLATION					\$2,917.00
TOTAL	1	TOTAL COST					<b>\$48,782.00</b>



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**SCHEDULE B  
COMPENSATION**

**B.1 SELLER'S FEE**

- B.1.1** The Commission shall pay the Seller for the satisfactory performance of the Services a **Lump Sum ("Fee")** of **\$48,782.00** for all work included in Exhibit A, inclusive of direct expenses. The Fee will, in the absence of a change in scope of the Project by the Commission or the issuance of Commission-originated amendments constitute the Seller's full fee for Services.
- B.1.2.** Seller'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.

**B.2 METHOD OF PAYMENT**

- B.2.1** The Seller will submit an invoice to the Commission for goods provided, that will be paid in one lump sum after all goods required by this Agreement have been delivered, installed and accepted by the Commission. Each invoice must be submitted in the format directed by the Commission.
- B.2.2** Payment will be processed within 30 days after the Commission receives an acceptable invoice from the Seller.

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**SCHEDULE C  
INSURANCE REQUIREMENTS**

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

**C.1. INSURANCE TO BE PROVIDED**

**C.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 \$500,000 each accident, illness or disease

**C.1.2. Commercial General Liability**

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 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. The Public Building Commission of Chicago and the City of Chicago must be named as Additional Insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

**C.1.3. Automobile Liability**

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Seller must provide Automobile Liability Insurance, with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The Public Building Commission of Chicago and the City of Chicago must be named as Additional Insured on a primary, non-contributory basis.

**C.2. ADDITIONAL REQUIREMENTS**

The Seller 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 Seller 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 Seller is not a waiver by the Commission of any requirements for the Seller to obtain and maintain the specified coverage. The Seller will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Seller 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 Seller 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, substantially changed, or non-renewed.

Any deductibles or selfinsured retentions on referenced insurance must be borne by Seller.

The Seller hereby waives and agrees to require their insurers to waive their rights of subrogation against the Commission, its' their respective Board members, employees, elected and appointed officials, and representatives.

The insurance coverage and limits furnished by Seller in no way limit the Seller's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or selfinsurance programs maintained by the Commission do not contribute with insurance provided by the Seller under the Agreement.

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

If Seller 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.

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**EXHIBIT A  
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 or lease. 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: Subcontracting Delivery & Installation of Appliances  
Description of goods or services to be provided under Contract: Appliance  
delivery and installation
2. Name of Consultant: Abt Electronics
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)

Check Here If No Such Persons Have been Retained or Are Anticipated To Be Retained: ☒

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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

Date

Name (Type or Print)

Title

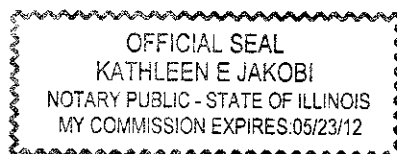
Subscribed and sworn to before me

this

day of

2012

Notary Public



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EXHIBIT B  
DISCLOSURE AFFIDAVIT

Name: Aht Electronics, Inc  
Address: 1200 N Milwaukee, Glenview IL 60025  
Telephone No.: \_\_\_\_\_  
Federal Employer I.D. #: 36-2816343 Social Security #: \_\_\_\_\_

Nature of Transaction:

☐ Sale or purchase of land

☒ Construction Contract — Provider and installation of appliances.

☐ Professional Services Agreement

☐ Other

Instructions: FOR USE WITH ANY OF THE ABOVE TRANSACTIONS. Any firm proposing one of the above transactions with the Public Building Commission of Chicago must complete this Disclosure Affidavit. Please note that in the event the Seller is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned Richard, as President  
(Name) (Title)

and on behalf of Aht Electronics, Inc.  
("Bidder/ Proposer" or "Seller") having been duly sworn under oath certifies that:

I. DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all bidders/proposers/Sellers shall provide the following information with their bid/proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

Bidder/Proposer/Seller is a: ☒ Corporation ☐ LLC  
☐ Partnership ☐ LLP  
☐ Joint Venture ☐ Not-for-Profit Corporation  
☐ Sole Proprietorship ☐ Other

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**SECTION 1. FOR PROFIT CORPORATION OR LIMITED LIABILITY COMPANY (LLC)**

a. State of Incorporation or organization Illinois

b. Authorized to do business in the State of Illinois: Yes [☒] No [ ]

c. Names of all officers of corporation or LLC  
(or attach list):

Names of all directors of corporation or LLC  
(or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
<u>Michael Abt</u>	<u>President</u>	<u>Richard Abt</u>	<u>Vice President</u>
<u>William Abt</u>	<u>Secretary</u>	<u>Jonathan Abt</u>	<u>Vice President</u>
<u>Robert Abt</u>	<u>Treasurer</u>		

d. Indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of seven and one-half percent (7.5%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
<u>Robert Abt</u>	<u>1200 N. Milwaukee Ave. Colmenar, IL</u>	<u>30%</u>
<u>Robert Abt Trust</u>	<u>✓ ✓</u>	<u>70%</u>
		%

e. For LLC's, state whether member-managed or identify managing member:

f. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?

Yes [☒] No [ ]

If "yes" provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting

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with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.

**SECTION 2. PARTNERSHIPS**

- a. If the bidder/proposer or Seller is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether general partner (GP) or limited partner (LP)

Name of Partners (Print or Type)	Percentage Interest
_____	_____ %
_____	_____ %
_____	_____ %

**SECTION 3. SOLE PROPRIETORSHIP**

- a. The bidder/proposer or Seller is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: Yes [ ] No [ ]

If NO, complete items b. and c. of this Section 3.

- b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

Name(s) of Principal(s). (Print or Type)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may exercised.

Name(s)

Address(es)

\_\_\_\_\_



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**SECTION 4. LAND TRUSTS, BUSINESS TRUSTS, ESTATES & OTHER ENTITIES**

If the bidder/proposer or Seller is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held including the name, address and percentage of interest of each beneficiary.

Name(s)	Address(es)
_____	_____
_____	_____
_____	_____

**SECTION 5. NOT-FOR-PROFIT CORPORATIONS**

- a. State of incorporation \_\_\_\_\_
- b. Name of all officers and directors of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTE: The Public Building Commission of Chicago may require additional information from any entity or individual to achieve full disclosure relevant to the transaction. Further, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Public Building Commission of Chicago takes action on the contract or other action requested of the Public Building Commission.

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**II. SELLER CERTIFICATION**

**A. SELLER**

1. The Seller, or any affiliated entities of the Seller, or any responsible official thereof, or any other official, agent or employee of the Seller, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
  - a. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
  - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
  - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Seller or agent, partner, employee or officer of the Seller is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging<sup>2</sup> in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of submittal of this bid, proposal or response.<sup>3</sup>
3. The Seller or any agent, partner, employee, or officer of the Seller is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating<sup>4</sup> in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
4. The Seller understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.
5. The Seller certifies to the best of its knowledge and belief, that it and its principals:

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- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
- b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and
- d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

**B. SUBCONTRACTORS**

- 1. The Seller has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Seller at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Seller, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct describe in Section II(A)(1)(a) or (b) of this certification; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is matter of record but has/have not been prosecuted for such conduct.
- 2. The Seller will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Seller at this time, certifications substantially in the form of this certification. The Seller shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Seller, based on such certifications or any other information known or obtained by Seller, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct describe in Section II(A)(1)(a) or (b) of this certification or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is a matter of

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record but has/have not been prosecuted for such conduct. The Seller shall cause such subcontractors to certify as to Section II(A)(5). In the event any subcontractor is unable to certify to Section II(A)(5), such subcontractor shall attach an explanation to the certification.

3. For all subcontractors to be used in the performance of this contract or agreement, the Seller shall maintain for the duration of the contract all subcontractors' certifications required by Section II(B)(1) and (2) above, and Seller shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
4. The Seller will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Seller is unable to obtain a certification substantially in the form of this certification.
5. The Seller hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Seller shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

**C. STATE TAX DELINQUENCIES**

1. The Seller is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Seller is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax. *None*
2. Alternatively, the Seller has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement. *NA*
3. If the Seller is unable to certify to any of the above statements [(Section II (C))], the Seller shall explain below. Attach additional pages if necessary. *NA*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

4. If any subcontractors are to be used in the performance of this contract or agreement, the Seller shall cause such subcontractors to certify as to paragraph (C)(1) or (C)(2) of this

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certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach an explanation to this certification.

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**D. OTHER TAXES/FEES**

1. The Seller is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago. *none*
2. If Seller is unable to certify to the above statement, Seller shall explain below and attach additional sheets if necessary. *NA*

\_\_\_\_\_  
\_\_\_\_\_  
If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

**E. PUNISHMENT**

A Seller who makes a false statement material to Section II(A)(2) of this certification commits a Class 3 felony. 720 ILCS 5/33E-11(b).

**F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS**

1. The Seller is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Seller been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding. *none*
2. If the Seller cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary. *n/a*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

**CERTIFICATION OF ENVIRONMENTAL COMPLIANCE**

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- A. Neither the Seller nor any affiliated entity of the Seller has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local Environmental Restriction<sup>5</sup>, (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other Environmental Restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other Environmental Restriction. *none*

If the Seller cannot make the certification contained in Paragraph A of Section III, identify any exceptions:

NA

(Attach additional pages of explanation to this Disclosure Affidavit, if necessary.)

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

- B. Without the prior written consent of the Public Building Commission of Chicago, Seller will not employ any subcontractor in connection with the contract or proposal to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such subcontractor's performance of any work or services or furnishing any goods, supplies or materials of any kind under the proposal or the contract to which this Affidavit pertains.
- C. Until completion of the Contract's performance under the proposal or contract to which this Affidavit pertains, the Seller will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

### **III. INCORPORATION INTO CONTRACT AND COMPLIANCE**

The above certification shall become part of any contract awarded to the Seller set forth on page 1 of this Disclosure Affidavit and are a material inducement to the Public Building Commission of Chicago's execution of the contract, contract modification or contract amendment with respect to which this Disclosure Affidavit is being executed and delivered on behalf of the Seller. Furthermore, Seller shall comply with these certifications during the term and/or performance of the contract.

### **VERIFICATION**

Under penalty or perjury, I certify that I am authorized to execute this Disclosure Affidavit on behalf of the Seller set forth on page 1, that I have personal knowledge of all the certifications made herein and

PURCHASE AND DELIVERY OF APPLIANCES AND ELECTRONICS  
FOR CHICAGO FIRE ENGINE COMPANY 16  
PS1924

that the same are true.

The Seller must report any change in any of the facts stated in this Affidavit to the Public Building Commission of Chicago within 14 days of the effective date of such change by completing and submitting a new Disclosure Affidavit. Failure to comply with this requirement is grounds for your firm to be deemed non-qualified to do business with the PBCC. Deliver any such new Disclosure Affidavit to: Public Building Commission of Chicago, Director of Procurement, 50 W. Washington, Room 200, Chicago, IL 60602.

Signature of Authorized Officer

Richard Abt

Name of Authorized Officer (Print or Type)

President

Title

847-544-2435

Telephone Number

State of

Illinois

County of

Cook

Signed and sworn to before me on this 9th day of April, 2012 by

Richard Abt (Name) as President (Title) of  
Abt Electronics, Inc. (Bidder/Proposer or Seller)

Kathleen E Jakobi  
Notary Public Signature and Seal



**PURCHASE AND DELIVERY OF APPLIANCES AND ELECTRONICS  
FOR CHICAGO FIRE ENGINE COMPANY 16  
PS1924**

Notes 1-5 Disclosure Affidavit

1. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of another business entity using substantially the same management, ownership or principals as the first entity.
2. For purposes of Section II (A) (2) of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of state or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted. see 720 ILCS 5/33-E-3.
3. No corporation shall be barred from contracting with any unit of state or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the State of Illinois Criminal Code.
4. For purposes of Section II(A) of this certification, a person commits the offense of and engages in bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least three contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of state or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. See 720 ILCS 5/33E-4.
5. "Environmental Restriction" means any statute, ordinance, rule, regulation, permit, permit condition, order or directive relating to or imposing liability or standards of conduct concerning the release or threatened release of hazardous materials, special wastes or other contaminants into the environment, and to the generation, use, storage, transportation, or disposal of construction debris, bulk waste, refuse, garbage, solid wastes, hazardous materials, special wastes or other contaminants including but not limited to (1) Section 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapter 7-28 or 11-4 of the Municipal Code of Chicago; (2) Comprehensive Environment Response and Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*); (3) the Hazardous Material Transportation Act (49 U.S.C. § 1801 *et seq.*); (4) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 7401 *et seq.*); (5) the Clean Water Act (33 U.S.C. § 1251 *et seq.*); (6) the Clean Air Act (42 U.S.C. § 7401 *et seq.*); (7) the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 *et seq.*); (8) the Safe Drinking Water Act (42 U.S.C. § 300f); (9) the Occupational Health and Safety Act of 1970 (29 U.S.C. § 651 *et seq.*); (10) the Emergency Planning and Community Right to Know Act (42 U.S.C. § 11001 *et seq.*); and (11) the Illinois Environmental Protection Act (415 ILCS 5/1 through 5/56.6).

PURCHASE AND DELIVERY OF APPLIANCES AND ELECTRONICS  
FOR CHICAGO FIRE ENGINE COMPANY 16  
PS1924

SCHEDULE D  
MWBE REPORT

Is your company or any Subcontractor currently certified as a Minority-Owned Business Enterprise ("MBE") or Women-Owned Business Enterprise ("WBE") with any of the following agencies or organizations?

☐ Yes ☒ No

If "Yes" check and ATTACH copy of current Letter of Certification:

Certifying Agency:

State of Illinois - Department of Central Management Services \_\_\_\_\_  
Women's Business Development Center \_\_\_\_\_  
Chicago Minority Business Development Council \_\_\_\_\_  
City of Chicago \_\_\_\_\_  
County of Cook \_\_\_\_\_  
Metropolitan Water Reclamation District \_\_\_\_\_

Category:

MBE \_\_\_\_\_  
WBE \_\_\_\_\_

If yes, please submit a one current copy of your company's letter of certification from no more than one of the applicable agencies listed above. Please attach additional copies of this form and letters of certification for any Subcontractor that is certified as a MBE or WBE.

Abt Electronics, Inc  
Company Name

4-30-12  
Date

Richard Abt  
Print Name

[Signature]  
Signature

PUBLIC BUILDING COMMISSION OF CHICAGO  
CONTRACT NO. PS1924  
ENGINE COMPANY 16

**SCHEDULE E - Request for Waiver from MBE/WBE Participation**

Date: April 10, 2012

Erin Lavin Cabonargi, Executive Director  
Public Building Commission of Chicago  
Richard J. Daley Center  
50 W. Washington Street, Room 200  
Chicago, IL 60602

Dear Mrs. Cabonargi:

RE: Contract No. PS1924

Project Title: CHICAGO FIRE ENGINE COMPANY 16

In accordance with Section 23.01.7, the undersigned hereby requests a waiver/partial waiver from the MBE/WBE provisions. The undersigned certifies that it/we has/have been diligent in our attempt to identify potential subcontractors certified as MBE/WBE to perform work in this project, that such efforts have not been successful, and that it/we cannot meet the Minority/Women Business Enterprise contract goal. These efforts are described below and are consistent with the "Request for Waiver" provisions of the MBE/WBE Program as detailed in Section 23.01.7 as follows:

Due to the limited number of suppliers on this project, we are not able to obtain the

MBE or WBE requirements.

Documentation attached: yes ☐ no ☒

Based on the information provided above, we request consideration of this waiver request.

Sincerely,

  
Signature

Richard Abt  
Print Name

President  
Title

Abt Electronics, Inc.  
Name of Firm

Form **W-9**  
(Rev. December 2011)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

**ABT ELECTRONICS, INC.**

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

- ☐ Individual/sole proprietor    ☐ C Corporation    ☒ S Corporation    ☐ Partnership    ☐ Trust/estate
- ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
- ☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

**1200 N MILWAUKEE AVE**

City, state, and ZIP code

**GLENVIEW, IL 60025**

List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

Employer identification number

3	6	-	2	8	1	6	3	4	2
---	---	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- 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 ▶

**3/27/12**

## 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),
- Certify that you are not subject to backup withholding, or
- 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 States,
- 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.

Client#: 2907

ABTELE

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/05/2011

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 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).

<b>PRODUCER</b> Schwartz Brothers Insurance 500 West Madison Street Suite 2700 Chicago, IL 60661	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 312 630-0800 FAX (A/C, No): 312-630-0833 E-MAIL: ADDRESS:																					
<b>INSURED</b> Abt Electronics, Inc. 1200 Milwaukee Avenue Glenview, IL 60025	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A:</td><td>Navigators Specialty Insurance</td><td></td></tr> <tr> <td>INSURER B:</td><td>Liberty Insurance Corporation</td><td></td></tr> <tr> <td>INSURER C:</td><td></td><td></td></tr> <tr> <td>INSURER D:</td><td></td><td></td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Navigators Specialty Insurance		INSURER B:	Liberty Insurance Corporation		INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Navigators Specialty Insurance																					
INSURER B:	Liberty Insurance Corporation																					
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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 SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BIPD Ded:25000 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			CE11CGL081382IC	10/01/2011	10/01/2012	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS \$10000			TH7641434084161	10/01/2011	10/01/2012	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$ WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				

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

RE: Appliance,


Fire Engine Co. 16

Project No: 07060

Additional Insureds as their interests may appear and/or required by contract on a primary non-contributory basis on the General Liability policy, per CG 2010 10 01 and CG 2037 10 01: The Public Building  
 (See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

Public Building Commission Procurement Department Richard J. Daley Center, 50 West Washington, Room 200 Chicago, IL 60602 ok eryl 4/18/12	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 
--	---

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ACORD 25 (2010/05) 1 of 2  
 #S150920/M150424

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ANG

07060-03-09-02

## DESCRIPTIONS (Continued from Page 1)

Commission, its Board Members, employees, elected and appointed officials, and representatives, and the City of Chicago.

Waivers of Subrogation in favor of the additional insureds as listed on this Certificate of Insurance are endorsed on the General Liability policy.



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: AH

DATE (MM/DD/YYYY)

10/05/11

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.

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<b>PRODUCER</b> Associated Agencies, Inc. 1701 Golf Rd, Tower 3, 7th Flr Rolling Meadows, IL 60008-4267 Karen Z. Vacko		847-427-8400 847-427-3430	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): <b>E-MAIL</b> <b>ADDRESS:</b> <b>PRODUCER</b> <b>CUSTOMER ID #</b> : ABTEL-1	<b>FAX</b> (A/C, No):	
<b>INSURED</b> ABT Electronics, Inc. 1700 N. Milwaukee Ave Glenview, IL 60025		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Continental Casualty Company <b>INSURER B:</b> American Cas Co Reading PA <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>			<b>NAIC #</b> 20443 20427

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	4014107822	10/01/11	10/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	4014107772	10/01/11	10/01/12	WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: Project # 07080 Fire Engine Co. 16  
Public Building Commission Procurement Department Richard J. Daly Center  
Room 200 Chicago, IL 60602 is named as additional insured on the Auto liability policy on a primary and non-contributory basis as required by written contract.

**CERTIFICATE HOLDER**

PUBLI-3

Public Building Commission  
Procurement Department  
Richard J. Daly Center  
Room 200  
Chicago, IL 60602

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/31/2012

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<b>PRODUCER</b> E. J. Coyne & Company Inc. 778 Busse Hwy. P.O. Box 598 Park Ridge IL 60068		<b>CONTACT NAME:</b> Edward Coyne <b>PHONE (A/C, No, Ext):</b> (847) 692-9077 <b>FAX (A/C, No):</b> (847) 692-7957 <b>E-MAIL ADDRESS:</b> ed@coyneinsurance.com	
<b>INSURED</b> THR1, INC 400 S LINCOLN AVE PARK RIDGE IL 60069		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: West Bend Mutual Insurance Co. NAIC # 15350 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: 11/12 TERM WB

REVISION NUMBER:

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		BCA1479004	12/9/2011	12/9/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		BCA1479004	12/9/2011	12/9/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
	<input checked="" type="checkbox"/> UMBRELLA LTR <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> COINSURANCE		CUA1479006	12/9/2011	12/9/2012	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETARY/EXECUTIVE OFFICER/EMPLOYEE EXTENSION (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	ACA1479005	12/9/2011	12/9/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project: Chicago Fire Engine Company 16, 53 E. Pershing Road, Chicago, IL 60653

**Additional insureds:**

- Abt Applications, Inc.
- Public Building Commission of Chicago
- City of Chicago

**CERTIFICATE****CANCELLATION**

Public Building Commission Procurement  
Department  
Richard Daley Center  
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

Matthew Coyne/RECZEK

ACORD 25 (2010)

INS025 (201005)

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